



AGENDA

BOARD OF TRUSTEES

Regular Meeting: August 18, 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. Approval of Meeting Minutes

- A. Approval of the July 21, 2025 President and Board of Trustees Regular and Special Workshop meetings

6. General Government Committee Report (Trustee Chen)

- A. Approval of the President and Board of Trustees Closed Meeting Minutes (2024 Full Year Review)
- B. Approval of the President and Board of Trustees Closed Meeting Minutes (2025 Mid-Year Review)

7. Finance Committee Report (Trustee Martin)

- A. Foxford Station, Foxford Station Condominium Association, 4441 Wolf Avenue – Tax Increment Finance Incentive Request for Reduced Permit Fee (Omnibus Item)
- B. Review of the Annual Comprehensive Financial Report for the period ended 12/31/2024
- C. Agreement with ClearGov for Subscription Services (Omnibus Item)
- D. Authorizing Certain Expenditures From the Downtown North Tax Increment Financing District to Pay for a Portion of the 2025 Streetscape and Beautification Project (Omnibus Item)
- E. Budget Amendment: Downtown North TIF District to Pay for a Portion of the 2025 Streetscape and Beautification Project (Omnibus Item)
- F. Budget Amendment: 53rd St & Flagg Creek Watermain Replacement Project (Omnibus Item)
- G. Budget Amendment: 2025 IEPA Lead Service Line Replacement (Omnibus Item)

- H. [Previously discussed] 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 (Omnibus Item)

8. Planning and Zoning Committee Report (Trustee Fink)

- A. Property Improvement Grant Program Request: 4384 Hampton Avenue, Fire Suppression and Alarm Upgrades (Omnibus Item)
- B. Western Springs Park District and Western Springs Business Association – Requests for Special Event Liquor License and Temporary Use Permit for Harvest Fest 2025 – Revised Application (Report Only)
- C. Western Springs Historical Society – Request for a Temporary Use Permit for the Paint the Town Plein Air 2025 Special Event (Omnibus Item)

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

- A. [Previously Discussed] Contract with Concentric Integration for Water System Security Improvements (Omnibus Item)
- B. Contract with Mauro Sewer Construction Inc. for the 53rd St & Flagg Creek Watermain Project (Omnibus Item)
- C. Proposal from Robinson Engineering for Cured-In-Place Pipelining, Design and Construction Engineering (Forest Hills, 51st Street) (Omnibus Item)
- D. [Previously Discussed] Springdale Drainage Improvements Project - Change Orders #1, #2, #3 [Omnibus Item]

10. Properties & Recreation Committee Report (Trustee Nawrocki)

- A. Contract with Go Painters, Inc. for the 2025 Streetlight Painting (Omnibus Item)
- B. Supplies Purchase for the 2025 Streetscape and Beautification Project (Omnibus Item)
- C. Public Works Entrance Gate - Deductive Change Order No. 1 (Omnibus Item)
- D. [Previously discussed] Right of Way Sale of 5150 Woodland Avenue (Omnibus Item)
- E. [Previously discussed] Right of Way Sale of 5200 Woodland Avenue (Omnibus Item)

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

12. Consideration of and Action on Agenda Items

13. Explanation of Omnibus Voting Procedure

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

vote list, a single vote may be taken to approve them. A Trustee may remove any item from the list and have it discussed and voted on separately, prior to the omnibus vote. Is there any such request?

14. Consideration of an Omnibus Vote

- A. A motion to approve the meeting minutes of the July 21, 2025 Regular Meeting of the President and Board of Trustees and the July 21, 2025 Special Meeting of the President and Board of Trustees.
- B. Resolution No. 25-2935
A Resolution approving the content of and/or release of certain closed meeting minutes of Regular and Special Meetings and Workshop Meetings of the President and Board of Trustees of the Village of Western Springs (2024 Full Year Review).
- C. Resolution No. 25-2936
A Resolution approving the content of and/or release of certain closed meeting minutes of Regular and Special Meetings and Workshop Meetings of the President and Board of Trustees of the Village of Western Springs (2025 Half Year Review).
- D. Ordinance No. 25-3276
An Ordinance approving an economic incentive in the form of a permit fee reduction for certain façade replacement work to the Foxford Station Building located at 4441 to 4453 Wolf Road and 4450 Johnson Avenue within the Western Springs Downtown Tax Increment Financing District as requested by the Foxford Station Condominium Association pursuant to Section 8-1-2.5 of the Illinois Municipal Code and the Illinois Tax Increment Allocation Redevelopment Act (Reduced Building Permit Fee: \$4,679.57).
- E. Resolution No. 25-2937
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 ClearGov, Inc. of Maynard, Massachusetts for the purchase of a ClearGov software subscription in an amount not to exceed \$33,381.72.
- F. Ordinance No. 25-3277
An Ordinance authorizing certain expenditures from the downtown North Tax Increment Financing District to pay for a portion of the 2025 Streetscape and Beautification Project (Purchase of Benches, Garbage Cans and Bike Racks from Thomas Steele/Madrax: \$40,000).
- G. Ordinance No. 25-3278
An Ordinance approving an amendment to the fiscal year 2025 operating budget to pay for the cost of fixtures associated with the 2025 Streetscape and Beautification Project.
- H. Ordinance No. 25-3279
An Ordinance approving an amendment to the fiscal year 2025 operating budget to pay for the 53rd Street & Flagg creek Watermain Replacement Project.
- I. Ordinance No. 25-3280
An Ordinance approving an amendment to the fiscal year 2025 operating budget to pay for lead service line replacement.

- J. Ordinance No. 25-3281
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.
- K. Ordinance No. 25-3282
An Ordinance authorizing the approval of a grant award under the Property Improvement Grant Program to applicant The Theatre of Western Springs for reimbursement of a portion of the renovation costs incurred at the 4384 Hampton Avenue property, and for the appropriation and expenditure of a portion of Downtown North Tax Increment Financing (TIF) District Funds to pay for the grant award.
- L. A motion to approve the request from the Western Springs Historical Society for a Temporary Use Permit for their Paint the Town Plein Air 2025 Special Event taking place on September 14, 2025 from 10:00 a.m. to 3:00 p.m. at the Village of Western Springs Tower Green.
- M. Resolution No. 25-2938
A Resolution waiving the competitive bid process in lieu of purchase from a sole source provider and approving and authorizing the execution of a Professional Services Agreement with Concentric Integration, LLC of Crystal Lake, Illinois for improvements to the Water System Security for a total amount not to exceed \$27,130.00.
- N. Resolution No. 25-2939
A Resolution accepting the lowest cost, qualified, responsive bid and authorizing the execution of an agreement to be entered into between the Village Of Western Springs And Mauro Sewer Construction Inc., of Des Plaines, Illinois for the repair of the watermain located at 53rd Street and Flagg Creek and authorizing the expenditure of Village funds to pay for the project in an amount not to exceed \$309,350.00.
- O. Resolution No. 25-2940
A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and Robinson Engineering, Ltd. of Frankfort, Illinois for design engineering and construction and oversight of the Sanitary Sewer Cured-In-Place Pipelining on 51st Street in the Forest Hills Subdivision.
- P. Ordinance No. 25-3283
An Ordinance approving and authorizing the execution of Change Order No. 1, Change Order No. 2, and Change Order No. 3 to the contract entered into between the Village of Western Springs and Performance Construction & Engineering, LLC of Plano, Illinois for the Springdale Drainage Improvements Project.
- Q. Resolution No. 25-2941
A Resolution accepting the lowest cost, qualified, responsive project base bid, and authorizing an agreement with Go Painters, Inc. of Maywood, Illinois, and the expenditure of Village funds to pay for the project in an amount not to exceed \$15,000.
- R. Resolution No. 25-2942
A Resolution waiving the competitive bid process in lieu of purchase from a sole source provider and authorizing and approving a vendor contract for the purchase of benches, garbage cans, and bike racks for the Central Business District from Thomas Steele/Madrax of Waunakee, Wisconsin in

an amount not to exceed \$40,000.00.

S. Ordinance No. 25-3284

An Ordinance approving and authorizing the execution of Deductive Change Order No. 1 to the contract entered into with Robe, Inc., of Chicago, Illinois for the Public Works Entrance Gate Project, decreasing the contract price from \$121,150.98 to \$106,498.08.

T. Ordinance No. 25-3285

An Ordinance authorizing vacation of the north 40.00 foot by 187.00 foot portion of the 52nd Street right-of-way located adjacent to and south of the 5150 Woodland Avenue property located in the Forest Hills Subdivision, and approving of a plat of vacation and reservation of a public sidewalk easement, a public utility easement, a stormwater drainage easement and a storm sewer easement relating to said right-of-way vacation and conditional approval of the abrogation of an existing public sidewalk easement (Petitioner: John Griffin).

U. Ordinance No. 25-3286

An Ordinance authorizing the vacation of the south 6.00 feet by 187.00 foot portion of the 52nd Street right-of-way located adjacent to and north of the 5200 Woodland Avenue property located in the Forest Hills Subdivision, and approving a plat of vacation and reservation of public utility easements, a stormwater drainage easement and a storm sewer easement relating to said right-of-way vacation (Petitioners: Shweta Van Beveren and Jason Van Beveren).

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

16. New Business

17. Old Business

- A. Approval and Execution of Ridgewood Oaks Settlement Documents
Motion to Approve.
Second to the Motion.
Roll call vote.

18. Reports

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

19. Closed Meeting (If needed)

20. Adjournment

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations

to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES SPECIAL WORKSHOP MEETING
Monday, July 21, 2025

President Heidi Rudolph, Presiding

Call to Order, 8:30 p.m.

Jill Izzo, Deputy Village Clerk

Board Members Present:

Amy Avakian

Nicole Chen

Alan Fink

Scott Lewis

Karen Martin

Board Members Absent:

Phillip Nawrocki

Village Attorney Present:

Anne Skrodzki, Village Attorney

Staff Present:

Ellen Baer, Village Manager

Heather Valone, Director of Community Development

Kelsey Fawell, Senior Planner

Casey Biernacki, Deputy Village Manager

John Mastandona, Director of Finance

Jeff Koza, Director of Engineering Services

Jill Izzo, Deputy Village Clerk

Sean Gilhooley, Director of Law Enforcement

Electronic Attendance:

None.

ROLL CALL

Roll call as noted above.

PUBLIC COMMENTS

AJ Perino made a statement regarding removal of tree branches.

Director Gilhooley left the meeting at 8:42 p.m.

STRATEGIC PLAN DISCUSSION

A discussion was held regarding the strategies for improving economic development in the Central Business District.

ADJOURNMENT

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

Motion passed on a unanimous voice vote.

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

Voting Nay: None.

Absent: Trustee Nawrocki

The Special Workshop meeting of the President and Board of Trustees was adjourned at 9:56 p.m.

Respectfully submitted,

Jill Izzo

Deputy Village Clerk

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, July 21, 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

Board Members Absent:

Phil Nawrocki

Village Attorney Present:

Anne Skrodzki, Village Attorney

Staff Present:

Ellen Baer, Village Manager
Casey Biernacki, Deputy Village Manager
John Mastandona, Director of Finance
Matthew Supert, Director of Municipal Services
Jeff Koza, Director of Engineering Services
Sean Gilhooley, Director of Law Enforcement
Brian Scott, Director of Fire and EMS
Heather Valone, Director of Community Development
Kelsey Fawell, Senior Planner
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.

SWEARING IN OF FIRE LIEUTENANT MATTHEW SWARTZ

Chief Scott introduced Fire Lieutenant Matthew Swartz, who was then sworn in by Clerk Tymick.

PRESENTATION ON SEASPAR BY EXECUTIVE DIRECTOR MATT CORSO

Director Corso gave a presentation on the services and programs offered by Seaspar in the Village of Western Springs.

PUBLIC HEARING CONCERNING THE RIGHT OF WAY SALE OF 5150 WOODLAND AVE. AND 5200 WOODLAND AVE.

A public hearing was conducted concerning the right of way sale of 5150 Woodland Ave. and 5200 Woodland Ave. Applicants John Griffin and Jason Van Beveren each spoke regarding their mutual agreement on the right of way sale. Attorney Skorozdi read a public comment submitted via email.

Trustee Avakian made a motion to authorize the right of way sale as presented, seconded by Trustee Chen.

Motion passed on a roll call vote.

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

Voting Nay: None

Absent: Trustee Nawrocki

Motion to close public hearing by Trustee Chen, seconded by Trustee Avakian. Motion passed on unanimous voice vote.

APPOINTMENTS

President Rudolph stated that John Dixon will be appointed to the Liquor Control Commission for a three-year term and Pete Kosanovich will be reappointed as Chair to the Transportation and Safety Commission.

APPROVAL OF MEETING MINUTES

President Rudolph asked the Board if there were any changes or additions of the meeting minutes from June 16, 2025 Board of Trustees regular and special meetings and the

November 6, 2024 Special Joint Workshop of the Economic Development Commission and Board of Trustees meeting. There were none and President Rudolph stated the minutes will be on tonight's Omnibus for approval.

GENERAL GOVERNMENT COMMITTEE REPORT

No report.

FINANCE COMMITTEE REPORT

Trustee Martin introduced Director Mastandona who reported that the Finance Committee reviewed and recommends 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. Director Mastandona indicated that there is already a sales tax imposed by the State of Illinois and this tax would be transferred to the municipality. The state will still handle the tax administratively. Trustee Martin indicated that other communities have already imposed this tax and it's important for the budget to maintain the status quo.

PLANNING AND ZONING COMMITTEE REPORT

Trustee Fink reported that the Planning Zoning Committee reviewed and recommends R&M General Contractors, LLC application for the dissolution of the conditional use permits, the partial vacation of Johnson Avenue and the resubdivision with conditions of 5129 Wolf Road. Director Valone gave a presentation regarding R&M General Contractors application.

PUBLIC WORKS & WATER COMMITTEE REPORT

Trustee Lewis reported the Public Works and Water Committee reviewed and recommends project scoping reports from CBBEL Consulting Engineers, HR Green, and Baxter and Woodman for several of the 2025 referendum projects.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommends a bid waiver and proposal from Concentric Integration for water system security improvements.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommends the Springdale Drainage Improvements Project Change Order. Trustee Lewis indicated the change order was needed as the amount of topsoil removal and earth excavation was underrepresented in the bid documents and as a result the cost of the project has increased.

Trustee Lewis reported that the Public Works and Water Committee discussed the small leak that was detected in one of the bulk chemical storage tanks at the Water Treatment Plant. Staff is currently looking into options for repair and/or replacement of the tank and will provide an update once the options have been reviewed.

PROPERTIES & RECREATION COMMITTEE REPORT

Trustee Chen reported that the Properties and Recreation Committee reviewed and recommends a one-year renewal of five existing Independent Contractor Agreements for Kensington School, Grand Avenue Preschool and Daycare, Jo's Footwork Studio, Montessori School of Western Springs, and the Western Springs Historical Society.

PUBLIC HEALTH & SAFETY COMMITTEE REPORT

Trustee Avakian reported that the Public Health and Safety Committee reviewed and recommends the purchase of two new ZOLL X Series advanced monitor defibrillators. Trustee Avakian reported that the cardiac monitor are aging and need to be replaced. Only the ZOLL X Series advanced monitors meet all of the Department's criteria.

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 July 21, 2025, be adopted and/or approved under an omnibus vote. Trustee Chen read the omnibus in its entirety and motioned it be approved. Trustee Martin seconded the motion. The motion passed on a roll call vote.

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

Voting Nay: None

Absent: Trustee Nawrocki

NEW BUSINESS

There was none.

OLD BUSINESS

There was none.

REPORTS

Monthly Financial Report (Trustee Martin)

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

Motion passed on a roll call vote.

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

Voting Nay: None.

Absent: Trustee Nawrocki

Village President Rudolph

President Rudolph expressed her appreciation to the Public Works department for their work and dedication in dealing with the recent watermain breaks.

Village Manager Baer

Manager Baer reported that starting August 1, 2025 Western Springs residents 50 and older will be able to register for the events and trips available in the Willowbrook Active Adult Recreation Guide. More information will be coming soon.

Manager Baer reported that Cook County Highway Department of Transportation is proposing improvements to Wolf Road and will hold an open house on August 4 between 5:30 and 7:00 p.m. at the Highlands Middle School and information is available on the Village website.

Village Attorney Skrodzki

No report.

Trustee Chen made a motion to adjourn. Seconded by Trustee Martin.

The regular meeting of the President and Board of Trustees was adjourned at 8:22 p.m.

Respectfully submitted,

Jill Izzo

Deputy Village Clerk

DRAFT

Draft 8.7.2025

RESOLUTION NO. 25-_____

Roll Call Vote.

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: August 18, 2025.

OTHER: None.

**A RESOLUTION APPROVING THE CONTENT OF
AND/OR RELEASE OF CERTAIN CLOSED
MEETING MINUTES OF REGULAR AND SPECIAL
MEETINGS AND WORKSHOP MEETINGS OF THE
PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF WESTERN SPRINGS (2024 Full Year
Review)**

WHEREAS, the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois (the "Board") have, on occasion, believed it to be necessary to conduct "Closed Meetings" (also referred to as "Executive Session") from time to time and have entered and conducted such meetings in accordance with the requirements of the Open Meetings Act (5 ILCS 120/) (the "OMA"); and

WHEREAS, the minutes of the Closed Meetings have been duly recorded by the Village Clerk, or their designee, pursuant to the requirements of the OMA. In addition, since 2004, as required by the OMA, the Village Clerk has prepared a verbatim record of all Closed Meetings in the form of audio recordings, which recordings are subject to destruction or release for public inspection, as directed by the Corporate Authorities, once the written minutes of the Closed Meetings are prepared and approved by the Board. The recordings are to be destroyed only after the written minutes are approved and the mandatory eighteen (18) month waiting period has expired; and

WHEREAS, the OMA also requires the Board to meet, "... every 6 months, or as soon thereafter as is practicable, taking into account the nature and meeting schedule of the public body...", to review the minutes of Closed Meetings in order to approve their content and to determine whether such minutes, or any portions thereof, can be released for public review or remain closed to public review; and

WHEREAS, the Board has reviewed the minutes of all duly recorded Closed Meetings as identified below, and has made the following determinations about: (1) the approval of the content and the advisability of the release of the Closed Meeting minutes or the retention of such minutes; (2) the destruction of certain verbatim audio recordings of the Closed Meetings as permitted by the OMA; and (3) the need to maintain the confidentiality of certain verbatim audio recordings of the Closed Meetings until such future time as the Board decides to either release or destroy the audio recordings in accordance with the OMA.

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: Closed Meeting Minutes To be Released for Public Inspection. The content of the following sets of Closed Meeting Minutes are approved and may be released for public inspection, except for those parts of the minutes that still need to remain confidential as noted below in Section 3:

Year 2024: None

Copies of the above-referenced Closed Meeting minutes are on file with the Village Clerk's Office.

SECTION 3: Closed Meeting Minutes Retained As Confidential. The content of the following sets of Closed Meeting Minutes are approved but the need for confidentiality still exists as to all or part of those Minutes as noted below:

January 22, 2024	The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body (5 ILCS 120/2(c)(1).
April 22, 2024	Setting of Price for Sale or Lease of Property Owned by the Village: 5 ILCS 120/2(c)(6).
June 17, 2024	Probable or Imminent Litigation: 5 ILCS 120/2(c)(11).
July 15, 2024	Setting of Price for Sale or Lease of Property Owned by the Village: 5 ILCS 120/2(c)(6).
August 19, 2024	The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body: 5 ILCS 120/2(c)(1).
September 9, 2024	The Purchase or Lease of Real Property for Use by the Village: 5 ILCS 120/2(c)(5) ; and the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body (5 ILCS 120/2(c)(1).the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body: 5 ILCS 120/2(c)(1).
September 23, 2024	The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body: 5 ILCS 120/2(c)(1).
October 14, 2024	The Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body: 5 ILCS 120/2(c)(1).

Copies of the above-referenced Closed Meeting minutes are on file with the Village Clerk's Office.

SECTION 4: Determination Regarding All Other Closed Meeting Minutes. The Board further makes the following determination: All other Closed Meeting minutes from prior years and those that have not been included in this Resolution or previously adopted Resolutions, and their related audio recordings, which minutes have not already been approved for release for public inspection, and which audio recordings have not already been approved for destruction per the OMA, shall remain confidential and closed from public inspection until, at least, the next periodic review by the Board, or as directed by

the Board in accordance with an adopted Resolution that supersedes the determinations of the Board as set forth in this Resolution or any previously adopted Resolutions.

SECTION 5: Determinations and Directive Regarding Verbatim Records; Approval of Destruction of Certain Audio Recordings. Beginning January 1, 2004, the OMA requires that a verbatim record of all Closed Meetings be kept in the form of an audio or video recording and that such recordings can be destroyed but only after the Board: (a) approves the written meeting minutes for each completed Closed Meeting; and (b) authorizes the destruction of such recordings, provided at least eighteen (18) months have passed since the date of the last such approval or authorization. The Board has elected to maintain a verbatim record of all Closed Meetings in the form of audio recordings. The Board further makes the following determinations and issues the following directives:

- A. In regard to all prior Closed Meetings where the written minutes have not been prepared at this time, there is still a need for confidential treatment of the audio recordings of those Closed Meetings until such time as the written minutes are prepared and approved by the Board and a final decision is made by the Board as to the destruction of the audio recordings or the release of such audio recordings for public inspection.
- B. Each of the audio recordings of Closed Meetings, which were completed more than eighteen (18) months ago and for which written minutes have been prepared and approved by the Board more than eighteen (18) months ago, shall be destroyed by the Village Clerk on the next business day following the approval date of this Resolution.

SECTION 6: Execution. The Village President is authorized and directed to sign, and the Village Clerk is authorized and directed to attest to, this Resolution.

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

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 18th day of August, 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

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. 2025-__

**A RESOLUTION APPROVING THE CONTENT OF AND/OR
RELEASE OF CERTAIN CLOSED MEETING MINUTES OF REGULAR AND
SPECIAL MEETINGS AND WORKSHOP MEETINGS OF THE PRESIDENT
AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS
(2024 Full Year Review)**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting held on the 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 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 August, 2025.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 6.B.

To: Board of Trustees

From:

CC:

RE: Approval of the President and Board of Trustees Closed Meeting Minutes (2025 Mid-Year Review)

Recommendation

Summary

Financial Impact

Recommended Motion

Strategic Plan Alignment

File Attachments

1. 2025 - Resolution No. 25-____ re 2025 Half Year Review of WS Regular & Special & Workshop BOT Closed Meeting Minutes - BOT Appr.

Draft 8.7.2025

RESOLUTION NO. 25-_____

Roll Call Vote.

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: August 18, 2025.

OTHER: None.

**A RESOLUTION APPROVING THE CONTENT OF
AND/OR RELEASE OF CERTAIN CLOSED
MEETING MINUTES OF REGULAR AND SPECIAL
MEETINGS AND WORKSHOP MEETINGS OF THE
PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF WESTERN SPRINGS (2025 Half Year
Review)**

WHEREAS, the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois (the "Board") have, on occasion, believed it to be necessary to conduct "Closed Meetings" (also referred to as "Executive Session") from time to time and have entered and conducted such meetings in accordance with the requirements of the Open Meetings Act (5 ILCS 120/) (the "OMA"); and

WHEREAS, the minutes of the Closed Meetings have been duly recorded by the Village Clerk, or their designee, pursuant to the requirements of the OMA. In addition, since 2004, as required by the OMA, the Village Clerk has prepared a verbatim record of all Closed Meetings in the form of audio recordings, which recordings are subject to destruction or release for public inspection, as directed by the Corporate Authorities, once the written minutes of the Closed Meetings are prepared and approved by the Board. The recordings are to be destroyed only after the written minutes are approved and the mandatory eighteen (18) month waiting period has expired; and

WHEREAS, the OMA also requires the Board to meet, "... every 6 months, or as soon thereafter as is practicable, taking into account the nature and meeting schedule of the public body...", to review the minutes of Closed Meetings in order to approve their content and to determine whether such minutes, or any portions thereof, can be released for public review or remain closed to public review; and

WHEREAS, the Board has reviewed the minutes of all duly recorded Closed Meetings as identified below, and has made the following determinations about: (1) the approval of the content and the advisability of the release of the Closed Meeting minutes or the retention of such minutes; (2) the destruction of certain verbatim audio recordings of the Closed Meetings as permitted by the OMA; and (3) the need to maintain the confidentiality of certain verbatim audio recordings of the Closed Meetings until such future time as the Board decides to either release or destroy the audio recordings in accordance with the OMA.

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: Closed Meeting Minutes To be Released for Public Inspection. The content of the following sets of Closed Meeting Minutes are approved and may be released for public inspection, except for those parts of the minutes that still need to remain confidential as noted below in Section 3:

Year 2025: None

Copies of the above-referenced Closed Meeting minutes are on file with the Village Clerk's Office.

SECTION 3: Closed Meeting Minutes Retained As Confidential. The content of the following sets of Closed Meeting Minutes are approved but the need for confidentiality still exists as to all or part of those Minutes as noted below:

February 10, 2025	For the Purpose of Discussion of Probable or Imminent Litigation: 5 ILCS 120/2(c)(11); Pending Litigation: 5 ILCS 120/2(c)(11); and Setting of Price for Sale or Lease of Property Owned by the Village: 5 ILCS 120/2(c)(6)).
March 10, 2025	For the Purpose of Discussion of Probable or Imminent Litigation: 5 ILCS 120/2(c)(11); and Pending Litigation: 5 ILCS 120/2(c)(11).
May 12, 2025	Setting of Price for Sale or Lease of Property Owned by the Village: 5 ILCS 120/2(c)(6); and the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body: 5 ILCS 120/2(c)(1).
June 16, 2025	The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body: 5 ILCS 120/2(c)(1).

Copies of the above-referenced Closed Meeting minutes are on file with the Village Clerk's Office.

SECTION 4: Determination Regarding All Other Closed Meeting Minutes. The Board further makes the following determination: All other Closed Meeting minutes from prior years and those that have not been included in this Resolution or previously adopted Resolutions, and their related audio recordings, which minutes have not already been approved for release for public inspection, and which audio recordings have not already been approved for destruction per the OMA, shall remain confidential and closed from public inspection until, at least, the next periodic review by the Board, or as directed by the Board in accordance with an adopted Resolution that supersedes the determinations of the Board as set forth in this Resolution or any previously adopted Resolutions.

SECTION 5: Determinations and Directive Regarding Verbatim Records; Approval of Destruction of Certain Audio Recordings. Beginning January 1, 2004, the OMA requires that a verbatim record of all Closed Meetings be kept in the form of an audio or video recording and that such recordings can be destroyed but only after the Board: (a) approves the written meeting minutes for each completed Closed Meeting; and (b) authorizes the destruction of such recordings, provided at least eighteen (18) months have passed since the date of the last such approval or authorization. The Board has elected to maintain a verbatim record of all Closed Meetings in the form of audio recordings. The Board further makes the following determinations and issues the following directives:

- A. In regard to all prior Closed Meetings where the written minutes have not been prepared at this time, there is still a need for confidential treatment of the audio recordings of those Closed Meetings until such time as the written minutes are prepared and approved by the

Board and a final decision is made by the Board as to the destruction of the audio recordings or the release of such audio recordings for public inspection.

- B. Each of the audio recordings of Closed Meetings, which were completed more than eighteen (18) months ago and for which written minutes have been prepared and approved by the Board more than eighteen (18) months ago, shall be destroyed by the Village Clerk on the next business day following the approval date of this Resolution.

SECTION 6: Execution. The Village President is authorized and directed to sign, and the Village Clerk is authorized and directed to attest to, this Resolution.

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

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 18th day of August, 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

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. 2025-__

**A RESOLUTION APPROVING THE CONTENT OF AND/OR
RELEASE OF CERTAIN CLOSED MEETING MINUTES OF REGULAR AND
SPECIAL MEETINGS AND WORKSHOP MEETINGS OF THE PRESIDENT
AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS
(2025 Half Year Review)**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting held on the 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 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 August, 2025.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 7.A.

To: Board of Trustees

From: Heather Valone, Director of Community Development

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Michael Jurusik, Village Attorney, Kelsey Fawell, Senior Planner, John Mastandona, Director of Finance, Zachary Perkins, Community Development Intern

RE: Foxford Station, Foxford Station Condominium Association, 4441 Wolf Avenue – Tax Increment Finance Incentive Request for Reduced Permit Fee (Omnibus Item)

Recommendation

The Economic Development Commission (EDC) reviewed this item at their meeting on July 23, 2025, and recommended the approval of Foxford Station Condominium Association's Tax Increment Finance (TIF) incentive request to reduce the permit fee for the exterior renovation. The Finance Committee reviewed this item and the EDC's recommendation at their meeting on August 12, 2025, and recommended the approval of the request.

Summary

On February 23, 2015, The Village Board approved Ordinance No. 15-2787 approving map amendments to rezone the 4441 to 4443 Wolf Road and 4450 Johnson Avenue (properties that made up the larger development parcel), a conditional use permit for a planned development for the redevelopment of the site as a mixed use development.

Ordinance No. 15-2787 included approvals related to architecture and exterior building materials. The portions of the upper stories were approved to have a synthetic stucco material (EIFS) cladding. In December of 2024, it was determined that the EIFS material required replacement by the Foxford Station Condominium Association (the "HOA") and their consultant. The HOA submitted a permit for the replacement work. Village Code Section 9-1A-4 regulates the calculation of permit fees based on the cost of the work times a defined percentage:

- 1.75% of construction costs up to \$1,000,000
- 1% of construction costs for the next \$4,000,000
- 0.75% of construction costs for all costs above \$5,000,000

The estimated job cost for the project is \$2,059,570. This resulted in a permit fee of \$28,095.70. The HOA is seeking a permit fee reduction to more closely align with the Village's real costs for inspections and administrative impacts of \$4,679.57.

Existing Conditions, Zoning and Future Land Use

The 36,000 square foot building is located on the southeast corner of Burlington Avenue and Wolf Road. The building is comprised of commercial unit(s) on the first floor and 28 residential units on floors two through four. The building also contains an onsite one-story above-grade indoor parking area. The zoning of the property is Mixed Use Commercial/Residential (MXD) district and the properties to the west and east are zoned C1 Village Center Commercial district. In 2015, the project was approved for a conditional use permit for a commercial/residential mixed-use development consisting of a building not to exceed 49.5 feet or four stories in height (whichever is less), provided that the fourth story is set back from the front building parapet wall. The Village's Comprehensive Plan lists the future land use as Central Business District. This future land use category is defined as, "the historic commercial district area of the village, with first floor retail and service uses in a pedestrian oriented environment."

Historical Approvals / Agreements:

- *Ordinance No. 15-2787:* Approving Map Amendments To Rezone The 4441 To 4443 Wolf Road Properties From The C-1 Village Center Commercial District To The MXD – Mixed Use Commercial – Residential District And To Rezone The 4450 Johnson Avenue Property From The R-3 Two-Family District To The MXD – Mixed Use Commercial – Residential District; Approving A Development Petition Or A Conditional Use Permit For A Planned Development For The Construction And Operation Of A Commercial / Residential Mixed Use Development At The 4441 To 4443 Wolf Road And 4450 Johnson Avenue Properties, Including The Preliminary And Final Approval Of The Development Plans And Approval Of A Plat Of Consolidation And Plat Of Planned Development. Approved February 23, 2015.
- *Ordinance No. 16-2827:* Approving Certain Minor Modifications To The Approvals Of The Conditional Use Permit For A Planned Development, The Development Petition, And The Preliminary And Final Approvals Of The Development Plans And The Plat Of Planned Development, All As Approved By Ordinance 15-2787 In Regard To The 4441 And 4443 Wolf Road Properties And The 4450 Johnson Avenue Property For The Construction And Operations Of A Commercial / Residential Mixed Use Development. Approved February 22, 2016.
- *Ordinance No. 17-2883:* A[n] Ordinance Approving And Authorizing Execution Of A Redevelopment Agreement For The Foxford Station Development Comprising A Part Of The Downtown South Tax Increment Financing District Of The Village Of Western Springs, Illinois, And For The Appropriation And Expenditure Of A Portion Of The Downtown South Tax Increment Financing District Funds To Pay For The TIF Eligible Redevelopment Costs Related To The Project (project Foxford Station). Approved April 10, 2017.
- *Ordinance No. 19-1960:* An Ordinance Granting Final Approval Of The Foxford Conceptual Landscape Plans For The Construction And Operation Of A Commercial / Residential Mixed Use Development Known As Foxford Station Located At The 4441 To 4453 Wolf Road Properties And The 4450 Johnson Avenue Property. Approved July 22, 2019.

TIF General

In general, TIF is a tool available to municipalities to promote economic development in areas that are deteriorating or blighted. TIF districts are created jointly by the local taxing bodies (i.e. Village, School District, Park District, Library District, etc.) to create opportunities for private-public partnerships with developers and businesses. The purpose of TIF is to promote growth and opportunity in under performing areas.

Once a TIF district is formed, the amount in taxes collected by the local taxing bodies is frozen for the life of the TIF. TIF districts may last for up to a maximum of 23 years but may be extended an additional 12 years in rare cases. As equalized assessed values increase, local taxing bodies continue to collect the same taxes that were collected prior to the creation of the district, with the additional tax revenues (the increment) which are collected into a special TIF fund. These new TIF funds can be used by the municipality for eligible investments in the district area to generate economic development. As the district area improves, equalized assessed values improve, and all local taxing authorities benefit from the growth when the TIF district dissolves.

- The state statute ([65 ILCS 5/Art. 11 Div 74.4](#)) outlines that TIF funding may be used to reimburse eligible public or private redevelopment costs such as:

- Property acquisition, renovation, rehabilitation, demolition
- Construction of public works or improvements
- Financing costs
- Studies, surveys, plans
- Marketing related to the TIF
- Professional services (architecture, design engineering, etc.)
- Administration of the TIF redevelopment projects
- Job training related to TIF

TIF Request

- The HOA's TIF request for the reduction in permit fee is eligible under the TIF Act for the exterior renovation project. The request for a reduced fee of \$4,679.57 is being requested based on the Village's real costs for inspections and administrative impacts. Based on the Village's Building Codes contained in Title 9 of the Village Code and in consultation with the Village's Building Official, 17 inspections are required for the scope of work. The standard cost for a commercial inspection is \$110 per hour. Additionally, Village Code Section 9-1A-4(B) stipulates a 10% administrative fee. The total cost for the inspections is \$1,870. The administrative fee is based on 10% of the calculated permit fee (\$28,095.70) is \$2,809.57. The total cost of inspections and administrative fee is \$4,679.57. The reduction in fees would not cover failed inspections. If an inspection is failed, the HOA will be required to pay the \$100 reinspection fee (9-1A-12). If approved, the reduction in permit fee would not require any expenditures from the Village as the permit fee is reduced rather than being reimbursed.

Analysis

Village Staff has reviewed the request and determined that the requested fee reduction is consistent with the Village's redevelopment goals and objectives as specified in the Downtown South Tax Increment Financing Redevelopment Plan & Project (2014). Foxford Station adds to the downtown commercial center, which contributes to the health and vitality of the village by accomplishing the following:

- Creating compact development within easy walking distance of public transit (Metra);
- Encourages mixed-use development (i.e. retail with residential above); and
- Encourages renovation of existing buildings.

Additionally, the repair of the building's exterior façade is critical to the longevity of the building from a Building Code standpoint.

Funds are not proposed to be used from the TIF fund as the request is to reduce a permit fee not receive a traditional reimbursement from the increment generated from the site. Additionally, the calculated fee is more aligned to the Village's costs related to the project as opposed to the calculation based solely on project cost. With the ability to charge re-inspections fees for failed inspections the reduced permit fee is appropriate for the specific project.

Conclusion

Based on the information contained in the TIF incentive request, and the reviews and comments of the Village staff, the request aligns with the Village's 2014 Downtown South Tax Increment Financing Redevelopment Plan & Project. The EDC reviewed the request at their July 23, 2025, meeting and recommended approval. Attachment 2 contains the Economic Development Commission's recommendation. The Finance Committee reviewed the application submittals and the EDC's recommendation at their meeting on August 12, 2025, and recommended approval of the request. Attachment 3 contains the ordinance. The ordinance is included in the omnibus portion of the meeting's agenda.

Attachments

1. Application Submittal Package
2. EDC Recommendation No. 25-02 – Recommendation Relative To An Application For Certain Tax Increment Financing ("TIF") Incentives by Foxford Station Condominium Association And Consideration of a Proposed TIF Economic Incentive Agreement Between the Village of Western Springs Foxford Station Condominium Association For The Foxford Station Development located at 4441 Wolf Road. *(Attachments omitted, but*

available on the Village website or upon request)

3. Ordinance— An Ordinance Approving And Authorizing Execution Of An Economic Incentive For The Foxford Station Homeowner’s Association For The Commercial / Residential Mixed-Use Development At The 4441 Wolf Road Property Located Within The Downtown South Tax Increment Financing District, And For The Reduction Of A Permit Fee To Pay For An Exterior Renovation Of The Building Located On The 4441 Wolf Road Property.

Financial Impact

None.

Recommended Motion

I move to recommend approval of the Foxford Station Condominium Association's TIF incentive request to reduce the permit fee for the exterior renovation.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Application Submittal Package
2. EDC Recommendation No. 25-02
3. Ordinance

Foxford Station

Foxford Station Condominium Association
4441 Wolf Road
Western Springs, IL 60558

May 14, 2025

By Hand and Electronic Delivery

Heather Valone
Director of Community Development
Village of Western Springs
740 Hillgrove Ave.
Western Springs, IL 60558

Re: Request for Reduction of Permit Fee

Dear Heather:

As you know, Foxford Station has requested and been issued a permit to remove the entirety of the Exterior Insulation Finishing System ("EIFS") that was installed on the building during the initial construction, and replace it with a substantially identical system. This remediation is necessary due to the grossly defective installation of the original EIFS system during construction. The defective installation has resulted in water damage and, we are advised, substantial degradation of the value of the building as a whole and to each individual unit. The contract cost for the removal and replacement of the EIFS system is approximately \$2,050,000. In addition, Foxford Station has engaged Engineering Support Services to design and monitor the remediation. This adds another \$200,000 to our cost basis.

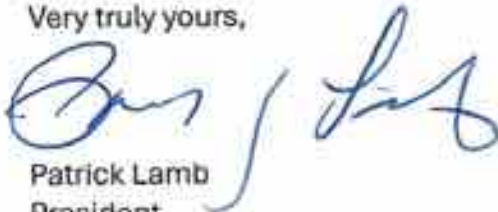
You were kind enough to advise us that the Village's actual cost for its inspection and other work associated with this project will be \$4,679.57, compared to the permit fee of \$28,095.70. You also advised us that the Village Board would consider an economic incentive request to reduce the permit fee to the Village's actual out-of-pocket cost. By this letter, we make this request of the Village Board. Pending its decision, and as you directed, we have paid the \$4,679.57 permit fee and will pay the permit fee balance in the event the Board declines our request.

We ask the Board to consider the following factors in making its decision:

1. Our decision to undertake this massive, costly project was driven by necessity to preserve the useful life of the Foxford building and the value of the individual units for the owners. The Village is a collateral beneficiary of this effort since any reduction in value, let alone the significant one we feared, would injure the Village's tax base.
2. The need for remediation so soon after construction is a highly unusual expense. It is certainly not one the building owners contemplated or budgeted for. The need arises because of faulty construction. This distinguishes the situation from a fee associated with a major improvement or expansion to an existing building.
3. The cost of the remediation imposed a substantial, unanticipated cost, via a special assessment, on the owners. Any fee relief reduces the burden on the individuals.
4. The remediation work maintains, and, we believe, improves the aesthetic of the building and hence the downtown business district, again benefiting the Village.
5. We have, at our own considerable expense, budgeted for engineering oversight to provide assurances that the building remediation will be performed to the highest standards. We hope the Village Board sees value in this investment and takes steps to avoid the windfall the current permit fee would create for the Village.

Mindful of the many demands on the Village Board and Village staff, we are grateful for your efforts and the Board's consideration of this request.

Very truly yours,



Patrick Lamb
President

Foxford Station Condominium Association

Cc: Thomas Ealy, Board Member
Dennis Gurney, Board Member
Laura Sneed, Building Manager

WESTERN SPRINGS ECONOMIC DEVELOPMENT COMMISSION
RECOMMENDATION NO. 25-02

Recommendation Relative To An Application For An Economic Incentive By The Foxford Station Condominium Association For Assistance With Certain Repair Work At The Foxford Station Building Located At 4441 to 4453 Wolf Road and 4450 Johnson Avenue)

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village Board” or the “Village”) have the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties to achieve the aforesaid purposes, and to otherwise take action in the best interests of the Village; and

WHEREAS, the Village is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, as amended (the “TIF Act”), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, pursuant to Ordinance No. 15-2777, Ordinance No. 15-2778 and Ordinance No. 15-2779, adopted January 26, 2015, the Village approved a tax increment redevelopment plan and project (the “TIF Plan”), designated the tax increment redevelopment project area (the “Redevelopment Project Area”), and adopted tax increment financing relative to the Village’s “Downtown South Tax Increment Financing District” (the “TIF District”); and

WHEREAS, the TIF District was established as a bonded TIF District and as a “pay-as-you-go” funded TIF District, which means that incremental tax revenues would be used to pay for Village-approved eligible TIF project costs or TIF economic incentives as such funds are generated through year-to-year increases in the equalized assessed valuation (“EAV”) of the properties within the TIF District. There are no bond proceeds or other debt financing issued to pay for eligible TIF project costs or TIF economic incentives at this time; and

WHEREAS, the Village is also authorized, under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5), to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the Village; and

WHEREAS, pursuant to Ordinance No. 15-2787, Ordinance No. 16-2827 and Ordinance No. 17-2883, Foxford Station, LLC, an Illinois limited liability company (“Developer”), received development and zoning approvals from the Village to construct a four-story commercial / residential mixed-use building with 28 condominium residential units on the real property located at 4441 to 4453 Wolf Road and 4450 Johnson Avenue (the “Property”). The approved development is referred to as the “Foxford Station Project” and the building is commonly

referred to as the “Foxford Station Building”. The Property and the Foxford Station Building are located within the TIF District; and

WHEREAS, as part of development of the Foxford Station Project and the sale of the 28 condominium residential units, the Developer formed the Foxford Station Condominium Association (“Foxford HOA” or “Applicant”), which owns, maintains and manages the common areas and common area improvements and amenities that are within, adjacent to and part of the Foxford Station Building. The exterior of the Foxford Station Building, which is a common area improvement, consists of brick, stone and EIFS system cladding; and

WHEREAS, due to repeated water leaks and water seepage into the Foxford Station Building and into certain condominium units, the Foxford HOA hired a third-party consultant to investigate the weather tightness of the Foxford Station Building. It was determined by the consultant that the EIFS system cladding was improperly installed on the Foxford Station Building and that the EIFS system cladding needed to be removed and replaced on all elevations of the Foxford Station Building (the “Repair Work”). The estimated cost of the Repair Work is \$2,059,570.00; and

WHEREAS, in 2025, the Foxford HOA filed an application with the Village requesting a TIF economic incentive to assist with the cost of completing the Repair Work (the “2025 TIF Incentive Application”), which consists of a requested reduction in the building permit fee related to the Repair Work from \$28,095.70 to \$4,679.57 (the “Economic Incentive Request”). Based on Section 9-1A-4 (Building And Site Development Permit Fees) of the Western Springs Village Code, the building permit fee for the Repair Work equals \$28,095.70. The dollar amount of the Economic Incentive Request equates to an 83.02% reduction in the dollar amount of the building permit fee related to the Repair Work. A copy of the 2025 TIF Incentive Application is attached hereto as **Exhibit “A”** and made a part hereof; and

WHEREAS, the Foxford HOA based its Economic Incentive Request on the certain Village costs related to the inspections and administration of the Repair Work that could be discounted as a part of a public / private cooperative effort to ensure that the Repair Work gets completed in a timely manner. The Repair Work will likely require a minimum of 17 individual inspections by the Village and the charging of its standard ten percent (10%) administrative fee. Accounting for the anticipated number of “per-inspection fees” and the administrative fee charged by the Village, the Foxford HOA has requested the building permit fee reduction. Without the TIF economic incentive, the Foxford HOA has stated that the cost of the Repair Work would be overly burdensome; and

WHEREAS, the Repair Work, which the Economic Incentive Request is based on, constitutes TIF eligible “redevelopment project costs”, as defined in the TIF Act. Even so, Foxford HOA is not requesting an economic incentive in the form of a tax increment payment to reimburse itself for a portion of the Repair Work, and the Village’s approval of the Economic Incentive Request will not result in the payment of any TIF District increment funds to the Foxford HOA. The Village’s approval of a reduction in the required building permit fee is recognized as an economic incentive. But for the economic incentive to be provided by the Village, the Foxford

HOA cannot successfully and economically complete the Repair Work to the exterior of the Foxford Station Building in a manner satisfactory to the Foxford HOA and the Village; and

WHEREAS, the Village Board has asked the Village’s Economic Development Commission (the “EDC”) to review the 2025 TIF Incentive Application for the Economic Incentive Request and provide a recommendation on the economic incentive requested by the Foxford HOA; and

WHEREAS, under Title 2 (Boards and Commissions), Chapter 6 (Economic Development Commission) of the Western Springs Municipal Code, the Economic Development Commission (the “Commission”), as an advisory body, has been created to assist the Village Board in all areas of economic development of the Village, including the maintaining of communication between the business community and the Village government, the promotion of economic growth of its business districts, and other such matters referred to the Commission by the Village President, Board of Trustees or Village Manager; and

WHEREAS, after receipt by the Director of Community Development, copies of the 2025 TIF Incentive Application were distributed to the Village Manager, the Director of Finance, the Director of Community Development, the Village Engineer and the Village Attorney for review and comment. Each of the members of the EDC has reviewed the 2025 TIF Incentive Application; and

WHEREAS, in regard to its review and consideration of the 2025 TIF Incentive Application, the EDC has held a public meeting on **July 23, 2025**, pursuant to proper notice being posted in accordance with the Open Meetings Act. During this public meeting, the Applicant made a brief presentation regarding its 2025 TIF Incentive Application, the Village staff provided a presentation and analysis relative to the 2025 TIF Incentive Application, members of the EDC asked questions of the Applicant, its representatives and all other individuals who spoke during the public meeting, and an opportunity was provided for public input; and

WHEREAS, based on the foregoing information, considerations and activities, the EDC makes the following findings and recommendations to the Village Board, as set forth below.

NOW, THEREFORE, THE WESTERN SPRINGS ECONOMIC DEVELOPMENT COMMISSION FINDS AND RECOMMENDS AS FOLLOWS:

SECTION 1: Based on the information contained in the 2025 TIF Incentive Application, and the reviews and comments of the Village staff and the Village Attorney, and the information and testimony received at the Public Meetings, the Western Springs Economic Development Commission finds:

- A. The 2025 TIF Incentive Application is **complete**.
- B. The Economic Incentive Request, a reduction of the building permit fee from \$28,095.70 to \$4,769.57 in order to assist the Foxford HOA with the completion of the

Repair Work, qualifies as a “TIF Eligible Redevelopment Cost,” and conforms to the definition of “redevelopment project costs,” as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q) and is the type of economic incentive that is contemplated by Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5).

- C. The Village has determined that the Foxford HOA is not delinquent in the payment of the retailer's occupation tax, sales tax or any other financial debt or obligation owed to the Village, and is in compliance with the applicable sections of the Village's Municipal Code and the provisions of the Village-approved Foxford Station Project Ordinances.
- D. The Foxford HOA is eligible to receive an economic incentive for the Repair Work to be performed to the Foxford Station Building.
- E. But for the economic incentive to be provided by the Village, the Foxford HOA **cannot successfully and economically** complete the Repair Work to the exterior of the Foxford Station Building in a manner satisfactory to the Foxford HOA and the Village.

SECTION 2: Subject to the conditions set forth below, the Western Springs Economic Development Commission recommends to the President and Board of Trustees as follows:

- A. **Approval** of the Economic Incentive Request and its Application, with the final dollar amount of the economic incentive to be determined by the Village Board.
- B. **Approval** of the Application is subject to the following conditions: None
 - a. The reduction to the building permit fee does not extend to any re-inspection fees that are incurred relative to the Repair Work.
 - b. Each failed inspection shall require a \$100.00 payment per re-inspection.
 - c. The approval of this Economic Incentive Request is a one-time reduction of the building permit fee issued for the Repair Work and does not apply to any future exterior or interior repairs to the Foxford Station Building and/or any other permits of any kind (e.g., building permits, maintenance permits, etc.) that relate to work to be performed to the Foxford Station Building or at the Property.

A motion was made to approve the Recommendation listed above, the motion was seconded, and then the motion was approved by a seven (7) to zero (0) vote of the Commissioners (motion by: Member Kelly; seconded by: Member Mitchell).

PASSED by the Western Springs Economic Development Commission at a meeting held on the 23rd day of July, 2025.

VOTE:

AYES: Ariens, Cozzi, Copeland, Holewczynski, Kelly, Myers,
Mitchell

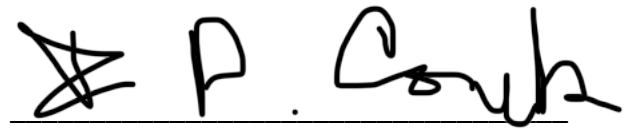
NAYS: None

ABSENT: None

ABSTAIN: None

OTHER: None

The above vote has been certified by me this 23rd day of July, 2025.


Chair

Group Exhibit "A"

**Application for TIF Incentive for Permit Fee Reduction
dated May 14, 2025**

and

Supplemental Application Materials dated July 15, 2025

(attached)

ORDINANCE NO. 25-_____

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: August 18, 2025.

OTHER: Roll Call Vote.

AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE IN THE FORM OF A PERMIT FEE REDUCTION FOR CERTAIN FAÇADE REPLACEMENT WORK TO THE FOXFORD STATION BUILDING LOCATED AT 4441 TO 4453 WOLF ROAD AND 4450 JOHNSON AVENUE WITHIN THE WESTERN SPRINGS DOWNTOWN TAX INCREMENT FINANCING DISTRICT AS REQUESTED BY THE FOXFORD STATION CONDOMINIUM ASSOCIATION PURSUANT TO SECTION 8-1-2.5 OF THE ILLINOIS MUNICIPAL CODE AND THE ILLINOIS TAX INCREMENT ALLOCATION REDEVELOPMENT ACT (REDUCED BUILDING PERMIT FEE: \$4,679.57)

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village Board” or the “Village”) have the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties to achieve the aforesaid purposes, and to otherwise take action in the best interests of the Village; and

WHEREAS, the Village is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, as amended (the “TIF Act”), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, pursuant to Ordinance No. 15-2777, Ordinance No. 15-2778 and Ordinance No. 15-2779, adopted January 26, 2015, the Village approved a tax increment redevelopment plan and project (the “TIF Plan”), designated the tax increment redevelopment project area (the “Redevelopment Project Area”), and adopted tax increment financing relative to the Village's “Downtown South Tax Increment Financing District” (the “TIF District”); and

WHEREAS, the TIF District was established as a bonded TIF District and as a “pay-as-you-go” funded TIF District, which means that incremental tax revenues would be used to pay for Village-approved eligible TIF project costs or TIF economic incentives as such funds are generated through year-to-year increases in the equalized assessed valuation (“EAV”) of the properties within the TIF District. There are no bond proceeds or other debt financing issued to pay for eligible TIF project costs or TIF economic incentives at this time; and

WHEREAS, the Village is also authorized, under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5), to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the Village; and

WHEREAS, pursuant to Ordinance No. 15-2787, Ordinance No. 16-2827 and Ordinance No. 17-2883, Foxford Station, LLC, an Illinois limited liability company (“Developer”), received development and zoning approvals from the Village to construct a four-story commercial / residential mixed-use building

with 28 condominium residential units on the real property located at 4441 to 4453 Wolf Road and 4450 Johnson Avenue (the "Property"). The approved development is referred to as the "Foxford Station Project" and the building is commonly referred to as the "Foxford Station Building". The Property and the Foxford Station Building are located within the TIF District; and

WHEREAS, as part of development of the Foxford Station Project and the sale of the 28 condominium residential units, the Developer formed the Foxford Station Condominium Association ("Foxford HOA" or "Applicant"), which owns, maintains and manages the common areas and common area improvements and amenities that are within, adjacent to and part of the Foxford Station Building. The exterior of the Foxford Station Building, which is a common area improvement, consists of brick, stone and EIFS system cladding; and

WHEREAS, due to repeated water leaks and water seepage into the Foxford Station Building and into certain condominium units, the Foxford HOA hired a third-party consultant to investigate the weather tightness of the Foxford Station Building. It was determined by the consultant that the EIFS system cladding was improperly installed on the Foxford Station Building and that the EIFS system cladding needed to be removed and replaced on all elevations of the Foxford Station Building (the "Repair Work"). The estimated cost of the Repair Work is \$2,059,570.00; and

WHEREAS, in 2025, the Foxford HOA filed an application with the Village requesting a TIF economic incentive to assist with the cost of completing the Repair Work (the "2025 TIF Incentive Application"), which consists of a requested reduction in the building permit fee related to the Repair Work from \$28,095.70 to \$4,679.57 (the "Economic Incentive Request"). Based on Section 9-1A-4 (Building And Site Development Permit Fees) of the Western Springs Village Code, the building permit fee for the Repair Work equals \$28,095.70. The dollar amount of the Economic Incentive Request equates to an 83.02% reduction in the dollar amount of the building permit fee related to the Repair Work. A copy of the 2025 TIF Incentive Application is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Foxford HOA based its Economic Incentive Request on the certain Village costs related to the inspections and administration of the Repair Work that could be discounted as a part of a public / private cooperative effort to ensure that the Repair Work gets completed in a timely manner. The Repair Work will likely require a minimum of 17 individual inspections by the Village and the charging of its standard ten percent (10%) administrative fee. Accounting for the anticipated number of "per-inspection fees" and the administrative fee charged by the Village, the Foxford HOA has requested the building permit fee reduction. Without the TIF economic incentive, the Foxford HOA has stated that the cost of the Repair Work would be overly burdensome; and

WHEREAS, the Repair Work, which the Economic Incentive Request is based on, constitutes TIF eligible "redevelopment project costs", as defined in the TIF Act. Even so, Foxford HOA is not requesting an economic incentive in the form of a tax increment payment to reimburse itself for a portion of the Repair Work, and the Village's approval of the Economic Incentive Request will not result in the payment of any TIF District increment funds to the Foxford HOA. The Village's approval of a reduction in the required building permit fee is recognized as an economic incentive. But for the economic incentive to be provided by the Village, the Foxford HOA cannot successfully and economically complete the Repair Work to the exterior of the Foxford Station Building in a manner satisfactory to the Foxford HOA and the Village; and

WHEREAS, at a July 23, 2025, public meeting, the Village's Economic Development Commission (the "EDC") reviewed the Economic Incentive Request and received input from Village staff and the Village Attorney and provided an opportunity for public input on the matter. At its July 23, 2025, meeting, the EDC favorably recommended that the Village Board approve the Economic Incentive Request as set forth in its Recommendation No. 25-02 (Recommendation Relative To An Application For A Tax Increment Financing ("TIF") Incentive by Foxford Station Condominium Association For Assistance With Certain Repair Work At The Foxford Station Building Located At 4441 to 4453 Wolf Road and 4450 Johnson Avenue), a copy of which is on file with the Village Clerk's Office and incorporated herein by reference; and

WHEREAS, at an August 12, 2025, public meeting, the Finance Committee (the "Committee") reviewed and discussed the Economic Incentive Request, EDC Recommendation No. 25-02, and received input from Village staff and provided an opportunity for public input on the matter. At its August 12, 2025, meeting, the Committee favorably recommended that the Village Board approve the Economic Incentive Request; and

WHEREAS, at a public meeting conducted on August 18, 2025, the President and Board of Trustees of the Village reviewed and discussed the Economic Incentive Request and the Committee's recommendation, EDC Recommendation No. 25-02, and received input from the Village staff and provided an opportunity for public input on the matter. At the August 18, 2025 public meeting, the President and Board of Trustees of the Village of Western Springs accepted the Committee's recommendation and EDC Recommendation No. 25-02 to approve Economic Incentive Request; and

WHEREAS, subject to the conditions set forth below in Section 2 of this Ordinance, the President and Board of Trustees of the Village have determined that it is desirable and in the Village's best interests to: (a) approve the Economic Incentive Request to encourage, induce and assist the Foxford HOA with completion of the Repair Work, which work consists of the rehabilitation of an existing building, thereby implementing the TIF Plan; and (b) agree to reduce the Village's building permit fee, as proposed in the Economic Incentive Request, because the Village acknowledges that the Foxford HOA requires economic assistance from the Village in order to offset a portion of the Repair Work costs, and that the completion of the Repair Work would be unduly burdensome but for the economic assistance provided by the Village; and

WHEREAS, the President and Board of Trustees of the Village are authorized to approve the economic incentives pursuant to the applicable provisions of the TIF Act, Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5), Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/), and find that approving the Economic Incentive Request filed by the Foxford HOA, subject to the conditions set forth below in Section 2 of this Ordinance, is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public.

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

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

SECTION 2. Approval of Economic Incentive Request; Conditions of Approval. The President and Board of Trustees of the Village of Western Springs approve the Economic Incentive Request in order to reduce the building permit fee for the Repair Work from \$28,095.70 to \$4,679.57, subject to the following conditions:

- A. The reduction to the building permit fee does not extend to any re-inspection fees that are incurred relative to the Repair Work.
- B. Each failed inspection relative to the Repair Work shall require a \$100.00 payment per re-inspection.
- C. The approval of the Economic Incentive Request is a one-time reduction of the building permit fee issued for the Repair Work and does not apply to any other exterior or interior repairs to the Foxford Station Building and/or any other permits of any kind (e.g., building permits, maintenance permits, etc.) that relate to work to be performed to the Foxford Station Building or at the Property.

SECTION 3. Execution of Necessary Documents; Village to Take All Necessary Action. The President and Board of Trustees of the Village authorize and direct the President, the Village Clerk and the Village Manager, or their designees, to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under this Ordinance. The President and Board of Trustees of the Village of Western Springs further authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under this Ordinance.

SECTION 4. Repealer; Severability. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5. Ratification. All actions of the President and Board of Trustees, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 6. Delivery of this Ordinance and Other Related Documents. Upon approval of this Ordinance by the President and Board of Trustees of the Village and its execution, the Clerk, or their designee, shall transmit a certified copy of this Ordinance to the Foxford HOA for its record retention purposes.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

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

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Date: _____, 2025.

Published by me in pamphlet form this ____ day of August, 2025.

Edward Tymick, Village Clerk

Exhibit "A"

**2025 TIF Incentive Application filed by
the Foxford Station Condominium Association**

(attached)

Foxford Station
Foxford Station Condominium Association
4441 Wolf Road
Western Springs, IL 60558

May 14, 2025

By Hand and Electronic Delivery

Heather Valone
Director of Community Development
Village of Western Springs
740 Hillgrove Ave.
Western Springs, IL 60558

Re: Request for Reduction of Permit Fee

Dear Heather:

As you know, Foxford Station has requested and been issued a permit to remove the entirety of the Exterior Insulation Finishing System ("EIFS") that was installed on the building during the initial construction, and replace it with a substantially identical system. This remediation is necessary due to the grossly defective installation of the original EIFS system during construction. The defective installation has resulted in water damage and, we are advised, substantial degradation of the value of the building as a whole and to each individual unit. The contract cost for the removal and replacement of the EIFS system is approximately \$2,050,000. In addition, Foxford Station has engaged Engineering Support Services to design and monitor the remediation. This adds another \$200,000 to our cost basis.

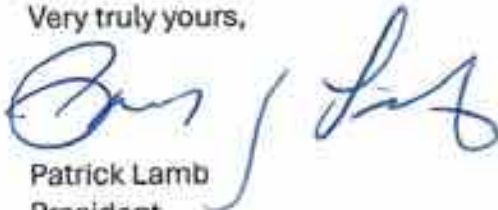
You were kind enough to advise us that the Village's actual cost for its inspection and other work associated with this project will be \$4,679.57, compared to the permit fee of \$28,095.70. You also advised us that the Village Board would consider an economic incentive request to reduce the permit fee to the Village's actual out-of-pocket cost. By this letter, we make this request of the Village Board. Pending its decision, and as you directed, we have paid the \$4,679.57 permit fee and will pay the permit fee balance in the event the Board declines our request.

We ask the Board to consider the following factors in making its decision:

1. Our decision to undertake this massive, costly project was driven by necessity to preserve the useful life of the Foxford building and the value of the individual units for the owners. The Village is a collateral beneficiary of this effort since any reduction in value, let alone the significant one we feared, would injure the Village's tax base.
2. The need for remediation so soon after construction is a highly unusual expense. It is certainly not one the building owners contemplated or budgeted for. The need arises because of faulty construction. This distinguishes the situation from a fee associated with a major improvement or expansion to an existing building.
3. The cost of the remediation imposed a substantial, unanticipated cost, via a special assessment, on the owners. Any fee relief reduces the burden on the individuals.
4. The remediation work maintains, and, we believe, improves the aesthetic of the building and hence the downtown business district, again benefiting the Village.
5. We have, at our own considerable expense, budgeted for engineering oversight to provide assurances that the building remediation will be performed to the highest standards. We hope the Village Board sees value in this investment and takes steps to avoid the windfall the current permit fee would create for the Village.

Mindful of the many demands on the Village Board and Village staff, we are grateful for your efforts and the Board's consideration of this request.

Very truly yours,



Patrick Lamb
President

Foxford Station Condominium Association

Cc: Thomas Ealy, Board Member
Dennis Gurney, Board Member
Laura Sneed, Building Manager

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-_____

**AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE IN THE FORM OF
A PERMIT FEE REDUCTION FOR CERTAIN FAÇADE REPLACEMENT WORK TO
THE FOXFORD STATION BUILDING LOCATED AT 4441 TO 4453 WOLF ROAD AND 4450
JOHNSON AVENUE WITHIN THE WESTERN SPRINGS DOWNTOWN TAX INCREMENT FINANCING
DISTRICT AS REQUESTED BY THE FOXFORD STATION CONDOMINIUM ASSOCIATION
PURSUANT TO SECTION 8-1-2.5 OF THE ILLINOIS MUNICIPAL CODE
AND THE ILLINOIS TAX INCREMENT ALLOCATION REDEVELOPMENT ACT
(REDUCED BUILDING PERMIT FEE: \$4,679.57)**

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 18th day of August, 2025, at which Meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 18th day of August, 2025.

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

AYES:_____

NAYS:_____

ABSENT:_____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this 18th day of August, 2025.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 7.B.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: Review of the Annual Comprehensive Financial Report for the period ended 12/31/2024

Recommendation

The Finance Committee reviewed this item at their meeting on August 12, 2025, and recommended to accept the Annual Comprehensive Financial Report for the period ended December 31, 2024 as presented

Summary

The Annual Comprehensive Financial Report (ACFR) for the fiscal year ended December 31, 2024 has been completed. This report presents the Village's audited financial statements, management's discussion and analysis, statistical data, and other supplementary information prepared in accordance with Governmental Accounting Standards Board (GASB) requirements.

Tom Siwicki, Director, Sikich CPA LLC, will be in attendance to present the 2024 ACFR and accompanying communications.

Copies of the ACFR and the auditor's communication to those charged with governance are attached for your reference.

Financial Impact

Recommended Motion

I move to approve and accept the Annual Comprehensive Financial Report for the period ending December 31, 2024 as presented.

Strategic Plan Alignment

File Attachments

1. 24-8100 Final Audit - VO Western Springs
2. 24-8103 Final Brd Comm - VO Western Springs

ANNUAL COMPREHENSIVE FINANCIAL REPORT



Village of Western Springs, Illinois

For the Fiscal Year Ended
December 31, 2024

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**ANNUAL COMPREHENSIVE
FINANCIAL REPORT**

For the Year Ended
December 31, 2024

Prepared by the Finance Department

John Mastandona

Director of Finance

VILLAGE OF WESTERN SPRINGS, ILLINOIS
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INTRODUCTORY SECTION

VILLAGE OF WESTERN SPRINGS, ILLINOIS

LIST OF VILLAGE OFFICIALS

December 31, 2024

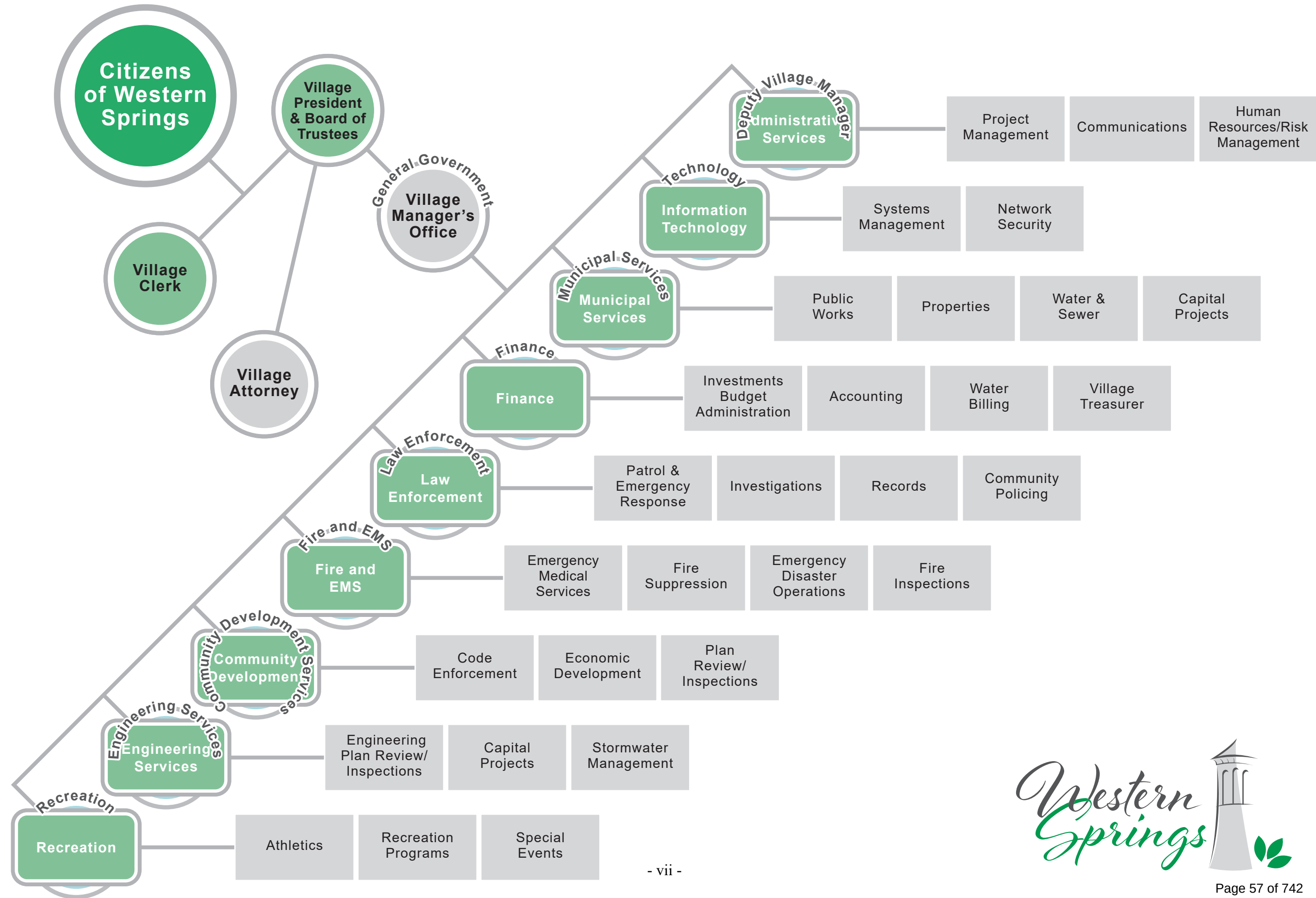
ELECTED OFFICIALS

Village President	Heidi Rudolph
Village Trustee	Amy Avakian
Village Trustee	Nicole Chen
Village Trustee	Alan Fink
Village Trustee	Scott Lewis
Village Trustee	Philip Nawrocki
Village Trustee	James Tyrrell
Village Clerk	Ed Tymick

APPOINTED OFFICIALS

Village Manager	Ellen Baer
Deputy Village Manager	Casey Biernacki
Village Attorney	Klein, Thorpe & Jenkins, Ltd.
Director of Finance/Treasurer	John Mastandona
Director of Fire and Emergency Medical Services	Michael Kelly
Deputy Director of Law Enforcement Services	Sean Gilhooley
Director of Municipal Services	Matthew Supert
Director of Recreation	Aleks Briedis
Director of Technology	Pat Schramm
Director of Community Development	Tony Budzikowski
Director of Engineering Services	Jeff Koza
Deputy Village Clerk	Elaine Haeske

Village of Western Springs
ORGANIZATION CHART





Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Village of Western Springs
Illinois**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2023

Christopher P. Morill

Executive Director/CEO



VILLAGE PRESIDENT

Heidi Rudolph

June 30, 2025

VILLAGE TRUSTEES

Nicole Chen

Alan Fink

Scott Lewis

Amy Avakian

Philip Nawrocki

Karen Martin

The Honorable Village President

Board of Trustees

Residents of the Village of Western Springs

VILLAGE CLERK

Edward Tymick

The Annual Comprehensive Financial Report of the Village of Western Springs, Illinois, for the fiscal year ended December 31, 2024, is hereby submitted. Responsibility for both the accuracy of the data, and the completeness and fairness of the presentation, including all disclosures, rests with the Village. To the best of our knowledge and belief, the enclosed data are accurate in all material respects and are reported in a manner designed to present fairly the financial position and results of operations of the various funds of the Village. All disclosures necessary to enable the reader to gain an understanding of the Village's financial activities have been included.

VILLAGE MANAGER

Ellen Baer

The management of the Village has established a system of internal control that is designed to assure that the assets of the Village are safeguarded against loss, theft, or misuse. The system of internal control also assures that the accounting system compiles reliable financial data for the preparation of financial statements in conformity with generally accepted accounting principles. Internal accounting controls are designed to provide reasonable, but not absolute, assurance that these objectives will be met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the evaluation of the costs and benefits requires estimates and judgments by management.

DEPUTY MANAGER

Casey Biernacki

DIRECTORS

Patrick Schramm

Matthew Supert

Jeff Koza

John Mastandona

Sean Gilhooley

Heather Valone

Brian Scott

The Annual Comprehensive Financial Report presents the management's discussion and analysis (MD&A), basic financial statements, and required supplementary information. The MD&A provides an analytical overview of the Village's financial activity and should be read in conjunction with this letter. Included in the basic financial statements are the government-wide financial statements, fund financial statements, and notes to the financial statements. The required supplementary information presents the budgetary comparison schedules and other schedules.

Profile of Village Government

The financial reporting of the Village of Western Springs as legally defined includes all the funds of the primary government. The Village provides a full range of services. Those services include but are not limited to police and fire protection; community development; maintenance of streets and infrastructure; water production and distribution; building and zoning code enforcement; recreational activities; and general administrative services.

The annual budget serves as the foundation for the Village's financial planning and control. All departments of the Village are required to submit budget requests to the Village Manager by September of each year. The Village Manager uses these requests as the starting point for developing a proposed budget. The Village Manager and the Director of Finance present a proposed budget to the Village Board for review in December of each year. The Village Board is required to hold a public hearing on the proposed budget and to adopt a final budget prior to the last Tuesday in December. Activities of the general, special revenue, debt service, capital projects, proprietary and trust funds are included in the annual budget. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the budgeted amount) is established at the department level in the General Fund and the fund level for all other funds. Increases in departmental budgets require the special approval in the form of a budget amendment by the Village Board.



Management has determined that there are two fiduciary component units that are required to be included in the financial statements of the Village as pension trust funds. Accordingly, the Police and Firefighters' Pension Funds are reported as fiduciary funds of the primary government.

There are two elementary school districts and one high school district providing public education to Village residents and a separate Park District overseeing the park lands. There are also colleges and universities in the Chicago metropolitan area which offer higher education, all of which are separate legal entities and are not included in this report.

The Village of Western Springs, a non-home-rule community, was incorporated in 1886 and is approximately 16 miles west of the City of Chicago in Cook County. Western Springs is a small, stable, pleasant community measuring 2.75 square miles, bisected by the Burlington Northern Santa Fe (BNSF) Railroad. The Village Water Tower, which is located in the middle of town, is the iconic symbol of Western Springs. It was built in 1892, has served the Village in a variety of ways over the years, and currently serves as a museum run by the Western Springs Historical Society. The Village is surrounded on three sides by incorporated municipalities, and on the fourth side is Bemis Woods, a Cook County Forest Preserve.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the environment within which the Village operates.

Local Economy

The Village is located within proximity to the City of Chicago. It is a residential community with a small commercial district which serves the basic needs of the residents. The Village prides itself in and derives its charm from the quality and diversity of its homes. Solid single-family housing, superior schools, and access to Chicago through the BNSF rail line have established the Village as a stable, family-friendly community. The Village recognizes that its residential character represents one of its greatest assets. The Village's housing market has remained steady year-over-year. There were 12 teardowns in 2024, and 19 new homes built in the Timber Trails subdivision.

The Village's operations are primarily funded by property taxes as well as income taxes received through the Local Government Distributive Fund (LGDF), and sales taxes. As a non-home-rule community, property tax increases are capped at the lower of 5% of the prior year's property tax levy, or the annual increase in the Consumer Price Index (CPI), plus the capture of new growth. The 2023 levy for property taxes (collected in 2024) was limited to a 3.4% increase over the 2022 levy. Approximately 22% of the entire levy was allocated to the Police Pension Fund.

The history of LGDF goes back to 1969 and was the result of a compromise between the Governor's proposed income tax initiatives and local governments. In exchange for 1/12th of the tax, local municipalities would not institute a local income tax. The funds from LGDF were earmarked "for the general welfare of the people of the State of Illinois". However, the distribution percentage fluctuated up and down depending on the State's need for cash. Until 2011, 10% of the total income tax revenue was dedicated to the LGDF. Unfortunately, income tax increases were not included in the distribution (the State kept 100% of the incremental increase). Over a series of tax increases, the rate was eventually reduced to 5.45%. In FY 2022, the local government share began as 6.06% of individual income tax collections and 6.845% of corporate income tax collections. Considerable legislative effort was made to increase the distribution to 8%, with slight success. The final agreed upon increase was 6.16% of personal income tax, the corporate rate remains unchanged, and the increase was effective August 1, 2022. With continued efforts, an increase to individual income tax collections took place August 1, 2023, increasing the share to 6.47%. Village receipts were approximately 6.32% higher in FY 2024 than the previous year.

Sales tax collections have been steadily increasing over the past several years. Since 2014, sales tax collection (including local use tax) has increased by 85%. Sales tax receipts were 8.1% higher in FY 2024 than in FY 2023, while local use tax decreased by 9.3% over the same period. The enactment of the Leveling the Playing Field Act meant taxes collected from online sales were shifted from the local use tax category to the municipal sales tax category.

The Village continues to monitor the condition of the State of Illinois' finances as it is clear from the rating agencies that the State's fiscal issues directly impact local government's bond ratings. The positive fiscal outlook allowed the State's FY 2025 budget to include additional investment in education, human services, capital and transportation, and public safety, as well as fully funding pension contributions and paying off short-term debt.

Long-Term Financial Planning

There are several areas of concern that the Village must address in the long-term. A major concern continues to be the escalating funding requirements for the police pension. As a tax-capped community, it is fiscally impossible to provide the necessary pension contributions without directly negatively impacting the Village's services. Annual increases have forced the Village to redirect funding sources to the pension funds. Even with the creation of a tier 2 pension, the Village faces significant funding challenges. In December 2019, Public Act 101-0610 was signed, which provides for the mandatory consolidation of investment assets of the Illinois' downstate police officers and firefighters pension funds into two new investment funds. The consolidation is for investment purposes only, increasing the rate of return through economies of scale. The Police Pension Fund's assets were transferred to the consolidated fund in June 2022.

Another long-term financial concern is funding roadway infrastructure. Western Springs is a mature community and funding the reconstruction of timeworn roads is a challenge. Since 2008 the Village has benefited from two successful referendums which infused over \$18 million in bond proceeds and allowed for the completion of over 3 miles of major street reconstructions. Unfortunately, there are many miles of remaining roadway that will need to be addressed in the next twenty years, at an untold cost, with no identified funding source. The Village completed a Capital Infrastructure Plan in FY 2023 to identify, prioritize, and find funding sources for all capital needs – from roadway to water and sewer, to building needs, to lighting, sidewalks, and fiber optic, to name a few.

Water and sewer infrastructure is a constant concern, both physically and fiscally. As with the aging roadways, there is always significant work that must be done with the underground utility system to ensure the safe delivery of water and the efficient removal storm and wastewater. To address issues caused by stormwater, the Village implemented a stormwater utility fee in July 2023. Funds generated by the utility can only be used for the maintenance, operations, and improvement of the stormwater management system (i.e. storm sewer pipe and structures, detention/retention basins and structures, rain gardens/bioswales, etc.). The activity is presented in the Stormwater Utility Fund, an enterprise fund, established in 2023.

Western Springs, as with many communities in the State, is facing an unfunded mandate with the passage of HB 3739, also known as the Lead Service Line Replacement and Notification Act. The Act essentially mandates that all existing lead service lines be replaced. The Act states that all lead service lines in Illinois should be disconnected from the drinking water supply and the State's drinking water supply. The Village has completed an inventory of services lines throughout the community and anticipates an annual program to replace all lines in the next fifteen years. The Village has secured a low interest loan through the Illinois Environmental Protection Agency (IEPA) for the costs associated with the first year of the program, anticipated to begin in 2025. Future funding sources are undetermined at this time.

Western Springs distributes potable water to most of the businesses and residents within its boundaries. To accurately account for water usage, the Village utilizes water meters at each property. The majority of meters were over 20 years old, well past their useful life. The Village determined to use the funds received from the American Rescue Plan Act (ARPA) to fund a Village-wide water meter change out program, along with funds accumulated in prior years. This project began in August 2023 and was mostly complete at the end of 2024.

There is continuous evaluation of the housing market. The Village's housing stock is an invaluable asset that attracts many from all over the Chicago metro area. Western Springs is a stable community, with over 97.4% of homes categorized as single family, owner-occupied residents. Housing values are steadily climbing with a 20% increase in median sale price since 2019. Teardowns (houses rebuilt after 1970) represent approximately 30% of the total homes in Western Springs. Consequently, building permits represent a critical revenue source, and 2024 activity remained strong. Permits generated from teardowns and additions and the Timber Trails subdivision were 25% higher than 2023 and represented 5.9% of the total General Fund revenue collected. Housing demands shifted as

millennials aged, moving from entry level housing to “move-up” housing, as their families grew. The pandemic also made remote working more common, eliminating the need to commute. City dwellers found the suburbs such as Western Springs, a desirable alternative. According to REDFIN, market prices in Western Springs increased 10.8% year-over-year in December 2024 with 70% of the homes sold at or above list price.

Village management remains committed to maintaining all services while keeping the cost of providing these services relatively flat in the short term. All operations, including staffing, have been evaluated throughout the year and were adjusted where necessary.

The Village has maintained a stable financial position, allowing the General Fund to end with operating surpluses in the last ten years. The Village has a General Fund reserve policy to maintain a fund balance of 30% of the current year’s operating expenditures. The purpose of such a reserve is to provide resources to guard against the impact of unpredictable financial events. It is also the Village’s policy to transfer any General Fund reserves that exceed the 30% threshold to the Special Purpose Reserve Fund, the purpose of which is to provide a source for matching grants, emergencies, or unfunded capital projects.

Major Initiatives

The Village of Western Springs’ goal in FY 2024 continued to be the provision of a high level of service while managing the costs of such services. Highlights of specific projects and initiatives are:

- **Water Meter Replacement:** Water meters serve as a vital part of the Village’s water system, as it tracks how much water is being delivered to properties. A large portion of the water meters throughout the community is over twenty (20) years old, well past their useful life. The Village began a Village-wide meter change out program utilizing funds from the American Rescue Plan Act (ARPA) and the Special Purpose Reserve Fund to fund the project. The project began in 2023 and was mostly completed by the end of 2024.
- **South TIF District:** Infrastructure improvements within the South TIF District began in 2024, with the start of the Burlington Avenue Improvement Project. Work completed in 2024 consisted of watermain replacement, lead service line replacement, and enhancements to the streetscape to improve usability and safety. Further streetscape and road improvements are scheduled to be completed in 2025.
- **The Village implemented a stormwater utility fee in July 2023.** Funds generated by the utility can only be used for the maintenance, operations, and improvement of the stormwater management system (i.e. storm sewer pipe and structures, detention/retention basins and structures, rain gardens/bioswales, etc.). The activity is presented in the Stormwater Utility Fund, an enterprise fund, established in 2023. Two major stormwater improvement projects were designed in 2024 with construction anticipated to begin in 2025.
- **Capital Infrastructure Plan:** The Capital Infrastructure Plan was completed in 2023. It is a comprehensive review of all Village infrastructure to estimate project costs and prioritize capital projects. Capital projects are identified as projects that improve on the Village’s infrastructure (i.e. roadway construction, storm sewer improvements, municipal buildings, etc.). The plan focuses on a risk assessment of each infrastructure item, public involvement, sustainability, and grant funding opportunities.

Other Information

Independent Audit:

State statutes require an annual audit by an independent certified public accountant. The accounting firm of Sikich CPA LLC is the Village’s auditor. The auditor’s report on the basic financial statements and combining and individual fund statements and schedules is included in the financial section of this report.

Awards:

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Western Springs for its annual comprehensive financial report for the year ended December 31, 2023.

This was the thirtieth year that the Village has received this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine eligibility for another certificate.

Acknowledgments:

The preparation of the annual comprehensive financial report on a timely basis was made possible by the dedicated service of the entire staff of the Finance Department. Each member of the Department has my sincere appreciation for the contributions made in the preparation of this report. Furthermore, a special thanks goes to the Village President and Board of Trustees for their guidance and support.

Sincerely,

A handwritten signature in dark ink, appearing to read "John Mastandona", written in a cursive style.

John Mastandona
Director of Finance
Village Treasurer

FINANCIAL SECTION

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INDEPENDENT AUDITOR'S REPORT

The Honorable President
Members of the Board of Trustees
Village of Western Springs, Illinois

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Village of Western Springs, Western Springs, Illinois (the Village), as of and for the year ended December 31, 2024, and the related notes to financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents. We also have audited each nonmajor governmental fund, the nonmajor enterprise fund, and each fiduciary fund of the Village as of and for the year ended December 31, 2024.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, as well as the each nonmajor governmental funds, the nonmajor enterprise funds, and each fiduciary fund of Village of Western Springs, Western Springs, Illinois as of December 31, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under these standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As part of our audit for the year ended December 31, 2024 financial statements, we also audited the adjustments as described in Note 13 that were applied to restate the financial statements for the year ended December 31, 2023. In our opinion, such adjustments are appropriate and have been properly applied.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2025, on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

Sikich CPA LLC

Naperville, Illinois
June 30, 2025

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

The Honorable Mayor
Members of the Board of Trustees
Village of Western Springs, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Village of Western Springs, Illinois (the Village), as of and for the year ended December 31, 2024, and the related notes to financial statements, which collectively comprise the Village's basic financial statements and have issued our report thereon dated June 30, 2025. We also have audited each nonmajor governmental fund, the nonmajor enterprise fund, and each fiduciary fund type of the Village as of and for the year ended December 31, 2024, as displayed in the Village's basic financial statements.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sikich CPA LLC

Naperville, Illinois
June 30, 2025

**GENERAL PURPOSE EXTERNAL
FINANCIAL STATEMENTS**

MANAGEMENT'S DISCUSSION AND ANALYSIS

December 31, 2024

The Village of Western Springs' (the "Village") discussion and analysis is intended to be an easily readable analysis of the Village's financial activities. The Management's Discussion and Analysis (MD&A) is designed to (1) assist the reader in focusing on significant financial issues, (2) provide an overview of the Village's financial activity, (3) identify changes in the Village's financial position (its ability to address the next and subsequent year challenges), (4) identify any material deviations from the financial plan (the approved budget), and (5) identify individual fund issues or concerns.

Since the MD&A is designed to focus on the current year's activities, resulting changes, and currently known facts, please read it in conjunction with the Transmittal Letter (beginning on page ix) and the Village's financial statements (beginning on page 7).

USING THE FINANCIAL SECTION OF THIS ANNUAL COMPREHENSIVE REPORT

There are three sections to the Village's financial report: the *Introductory Section*, which contains the Village's Letter of Transmittal, a copy of the Certificate of Achievement, an organization chart, and a list of officials; the *Financial Section*, which contains independent auditor's opinions, Management's Discussion and Analysis, basic financial statements, required supplementary information, and various combining and individual fund financial statements; and the *Statistical Section*, which discloses data designed to further enhance the understanding of the Village's financial health. The Village's financial statements present two kinds of statements, each with a different snapshot of the Village's finances. The financial statements' focus is on both the Village as a whole (government-wide) and on the major individual funds. Both perspectives (government-wide and major fund) allow the user to address relevant questions, broaden a basis for comparison (year-to-year or government-to-government), and underscore the Village's accountability.

Government-Wide Financial Statements

The Government-Wide Financial Statements (see pages 7-10) are designed to provide the reader with a broad overview of the Village's finances, similar to private sector statements in that all governmental and business-type activities are consolidated into columns which add to a total for the Primary Government.

The Statement of Net Position (see pages 7-8) is designed to be similar to bottom line results for the Village and its governmental and business-type activities. This statement combines and consolidates governmental funds' current financial resources (short-term spendable resources) with capital assets and long-term obligations using the accrual basis of accounting with an economic resource measurement focus. The primary government activities are separated into either governmental or business types. Increases or decreases in net position may be used as indicators of financial stability.

(See independent auditor's report)

MD&A 1

VILLAGE OF WESTERN SPRINGS, ILLINOIS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

The Statement of Activities (see pages 9-10) is focused on both the gross and net cost of various activities (including governmental and business-type), which are supported by the government's general taxes and other resources. This is intended to summarize and simplify the user's analysis of the cost of various government services and/or subsidy to various business-type activities.

The *Governmental Activities* reflect the Village's basic services, including police, fire, code enforcement and public works. Property taxes, shared state sales, local utility, and shared state income taxes finance the majority of these services. The *Business-Type Activities* reflect private sector type operations (Water and Sewerage, Stormwater, and Burlington Northern Parking funds), where the fee for service typically covers all of the cost of operation, including depreciation.

Fund Financial Statements

Traditional users of governmental financial statements will find the Fund Financial Statements presentation more familiar. The focus is on major funds, rather than (the previous model's) fund types.

The Governmental Funds (see pages 11-15) section is presented on a basis of sources and uses of liquid resources with a narrower focus than that of the Government-Wide Financial Statements. This is the manner in which the financial plan (the budget) is typically developed. The flow and availability of liquid resources is a clear and appropriate focus of any analysis of a government. Funds are established for various purposes and the Fund Financial Statement allows the demonstration of sources and uses and/or budgeting compliance associated therewith. The major funds are General, Capital Improvement, and Debt Service funds. The non-major funds are Commercial Business District Parking, Public Benefit, Timber Trails Special Assessment, Playground and Recreation, Special Purpose Reserve, Motor Fuel Tax, Roadway Grant, Ridgewood Oaks Improvement, Drug Forfeiture, Foreign Fire Insurance, Roadway Construction, and Two Tax Increment Financing District funds.

The Fund Financial Statements also allow the government to address its Fiduciary Funds (Police and Firefighters' Pensions and Custodial Funds). While these funds represent trust responsibilities of the government, these assets are restricted in purpose and do not represent discretionary assets of the government. Therefore, these assets are not presented as part of the Government-Wide Financial Statements.

While the total column in the Business-Type Fund Financial Statements (see pages 16-20) is the same as the Business-Type column in the Government-Wide Financial Statements, the Governmental Funds total column requires reconciliation because of the different measurement focus (current financial resources versus total economic resources), which is reflected on the page following each statement (see pages 13 and 15). The flow of current financial resources will reflect bond proceeds and inter-fund transfers as other financial sources, as well as capital expenditures and bond principal payments as expenditures. The reconciliation will eliminate these transactions and incorporate the capital assets and long-term obligations (bonds and others) into the Governmental Activities column (in the Government-Wide Statements).

VILLAGE OF WESTERN SPRINGS, ILLINOIS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Infrastructure Assets

The Village is reporting and valuing its assets within the Governmental Activities column of the Government-Wide Statements. Additionally, the Village is depreciating these assets over the estimated useful life.

GOVERNMENT-WIDE STATEMENT

Statement of Net Position

The following table reflects the condensed Statement of Net Position:

For more detailed information see the Statement of Net Position (pages 5-6).

	Statement of Net Position As of December 31, 2024					
	Governmental Activities 2024	Governmental Activities 2023	Business Type Activities 2024	Business Type Activities 2023	Total Primary Government 2024	Total Primary Government 2023
Current and other assets	\$35,475,815	\$36,552,933	\$6,443,801	\$5,371,886	\$41,919,616	\$41,924,819
Capital assets	84,238,728	84,181,974	24,274,779	23,488,340	108,513,507	107,670,314
Subtotal	119,714,543	120,734,907	30,718,580	28,860,226	150,433,123	149,595,133
Deferred outflows of resources	3,970,636	5,839,195	1,093,678	1,382,646	5,064,314	7,221,841
Total Assets and Outflows	\$123,685,179	\$126,574,102	\$31,812,258	\$30,242,872	\$155,497,437	\$156,816,974
Long-term liabilities	31,413,898	34,663,760	9,988,929	11,109,735	41,402,827	45,773,495
Other liabilities	6,283,352	6,786,301	1,389,533	1,494,627	7,672,885	8,280,928
Subtotal	37,697,250	41,450,061	11,378,462	12,604,362	49,075,712	54,054,423
Deferred inflows of resources	12,270,698	12,755,495	122,833	109,688	12,393,531	12,865,183
Total Liabilities and Inflows	\$49,967,948	\$54,205,556	\$11,501,295	\$12,714,050	\$61,469,243	\$66,919,606
Net Position:						
Net investment in capital assets	70,608,772	70,198,651	14,825,994	13,504,732	85,434,766	83,703,383
Restricted	6,731,111	5,288,066	0	0	6,731,111	5,288,066
Unrestricted (Deficit)	(3,622,652)	(3,138,171)	5,484,969	4,024,090	1,862,317	885,919
Total Net Position	\$73,717,231	\$72,348,546	\$20,310,963	\$17,528,822	\$94,028,194	\$89,877,368

The net position of the Village's governmental activities, a useful indicator of a government's financial position, was \$73,717,231. The Village's combined net position for governmental activities, which represents the Village's bottom line, increased by \$1,368,685 or 1.89% in FY 2024. The Village's unrestricted net position for governmental activities, the part of net position that can be used to finance day-to-day operations, decreased by 15.44% from the prior year. At the fund level, the General Fund ended the year with a decrease in fund balance in the amount of \$813,300. This is attributable to a transfer of excess reserves to the Special Purpose Reserve Fund, \$1,000,000, and the Capital Improvement Fund, \$1,500,000. Strong revenues while maintaining expenditures to budgeted levels contributed to the surplus before transfers. The Playground and Recreation Fund also had a surplus, increasing its fund balance by 7.82%. The fund did not fare well during the pandemic and continuation of programming has continued to be met by large demand.

(See independent auditor's report)

MD&A 3

VILLAGE OF WESTERN SPRINGS, ILLINOIS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

The Debt Service Fund increased its fund balance in 2024, in the amount of \$151,083. This Fund is used to accumulate monies for the payment of general long-term debt principal, interest, and related costs. Total revenues for 2024 were \$1,856,845, an increase of \$30,680 from the prior year. Of this total revenue amount, 95.6% was from property taxes and 4.4% from investment income. Total expenditures for 2023 were \$2,146,682 an increase of \$5,432 from the prior year. There is also a transfer from the General Fund and Capital Improvement Fund, in the amount of \$440,920, for payments related to alternate revenue bonds and other notes payable. The ending fund balance is \$476,449.

The Capital Improvement Fund ended the year with an increase in fund balance. The Village transferred \$1,500,000 of excess reserves from the General Fund and experienced greater investment income than expected, resulting in a positive net change in fund balance. Since the only consistent funding source is a minor property tax and the remaining balance of the bond proceeds of the General Obligation Bonds Series 2021B, it is expected that the Capital Improvement Fund will experience annual deficits until funds are depleted and another revenue source is identified.

The South TIF District Fund decreased its fund balance with the start of the Burlington Avenue Improvement project. The project includes water infrastructure improvements and enhancements to its streetscape to enhance appearance, usability and safety.

The Special Purpose Reserve Fund increased its fund balance, in the amount of \$17,134, due to investment income. A transfer to the Water and Sewer Fund to facilitate a Village-wide water meter change out program and a transfer of excess reserves from the General Fund was completed in 2024. Both transfers were in the amount of \$1,000,000. Whether a transfer from excess reserves of the General Fund will be made in 2025 will be evaluated during the FY 2026 budget preparations.

The net position of business-type activities was \$20,310,963. The Water and Sewerage Fund ended the year with an operating loss after depreciation of \$209,206. This was mostly contributed to major capital projects, such as Village-wide meter change out program and the creek outfall project. Additional information about this Fund may be found in this discussion and the Annual Comprehensive Financial Report.

The Burlington Northern Fund unrestricted net position decreased in 2024, mainly due to depreciation costs associated with infrastructure.

Normal Impacts

There are six basic (normal) transactions that will affect the comparability of the Statement of Net Position summary presentation.

Net Results of Activities – which will impact (increase/decrease) current assets and unrestricted net position.

Borrowing for Capital – which will increase current assets and long-term debt.

Spending Borrowed Proceeds on New Capital – which will (a) reduce current assets and increase capital assets, and (b) increase in the invested in capital assets portion of net position and an increase in the related debt which will not change the net investment in capital assets.

Spending of Non-Borrowed Current Assets on New Capital – which will (a) reduce current assets and increase capital assets, and (b) reduce unrestricted net position and increase net investment in capital assets.

Principal Payment on Debt – which will (a) reduce current assets and reduce long-term debt, and (b) reduce unrestricted net position and increase invested in capital assets, net of debt.

Reduction of Capital Assets through Depreciation – which will reduce capital assets and invested in capital assets, net of debt.

Infrastructure

A major infrastructure project that directly impacts the Village is the I-294 rehabilitation and reconstruction of the Central Tri-State Tollway. The project includes the widening of the I-294 over a 23-mile corridor adding up to fourteen lanes and multiple bridge reconstructions. Western Springs is immediately adjacent to the Illinois Tollway and this project is impacting the entire western border of the Village.

The Village began a multi-year project within the South TIF District, which is located within the downtown of the community. Work completed in 2024 consisted of water and sewer infrastructure and streetscape enhancements. The project will continue into 2025 with further streetscape improvements. The project is being funded utilizing TIF funds and will improve appearance, usability, and safety for pedestrians.

Water and Sewer Projects

As with any mature community, a primary concern is aging infrastructure. Approximately half of the Village's 52 miles of water mains are over 80 years old, and finding funding is imperative in order to meet the constant need to either repair, replace, or refurbish the existing mains. Water mains and storm water sewer improvements are often done in conjunction with road reconstructions to minimize the impact on the roads. Limited resources in the Water and Sewerage Fund have made the coordination of road reconstruction, which is funded by referendum bonds, and water main replacement problematic. The Village also established a Capital Maintenance Fee in 2017 that would be used specifically for water and sewer projects that were related to roadway reconstruction. These funds are currently earmarked for future water and sewer projects.

The Village implemented a stormwater utility fee in July 2023. Funds generated by the utility can only be used for the maintenance, operations, and improvement of the stormwater management system (i.e. storm sewer pipe and structures, detention/retention basins and structures, rain gardens/bioswales, etc.). The activity is presented in the Stormwater Utility Fund, an enterprise fund, established in 2023.

The introduction of new legislation requires the Village to develop a plan to replace all lead service lines within the Village. To date, an inventory is underway to determine the total amount of service lines that will need to be replaced over the next fifteen (15) years. The Village anticipates applying for low interest funding from the IEPA to assist with the costs of such as project.

Water meters serve as a vital part of the Village's water system, as it tracks how much water is being delivered to properties. A large portion of the water meters throughout the community is over twenty (20) years old, well past their useful life. The Village began a Village-wide meter change out program utilizing funds from the American Rescue Plan Act (ARPA) and the Special Purpose Reserve Fund to fund the project. The project was mostly complete at the end of 2024.

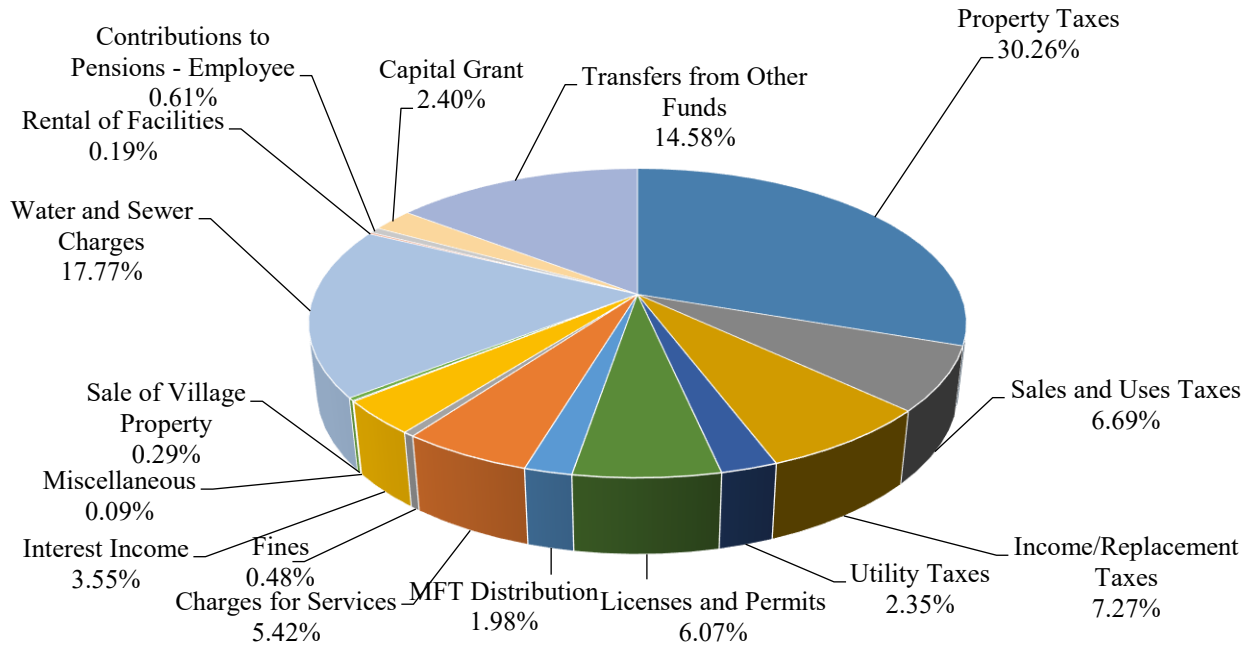
VILLAGE OF WESTERN SPRINGS, ILLINOIS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

**Changes in Net Position
For Fiscal Year Ended December 31, 2024**

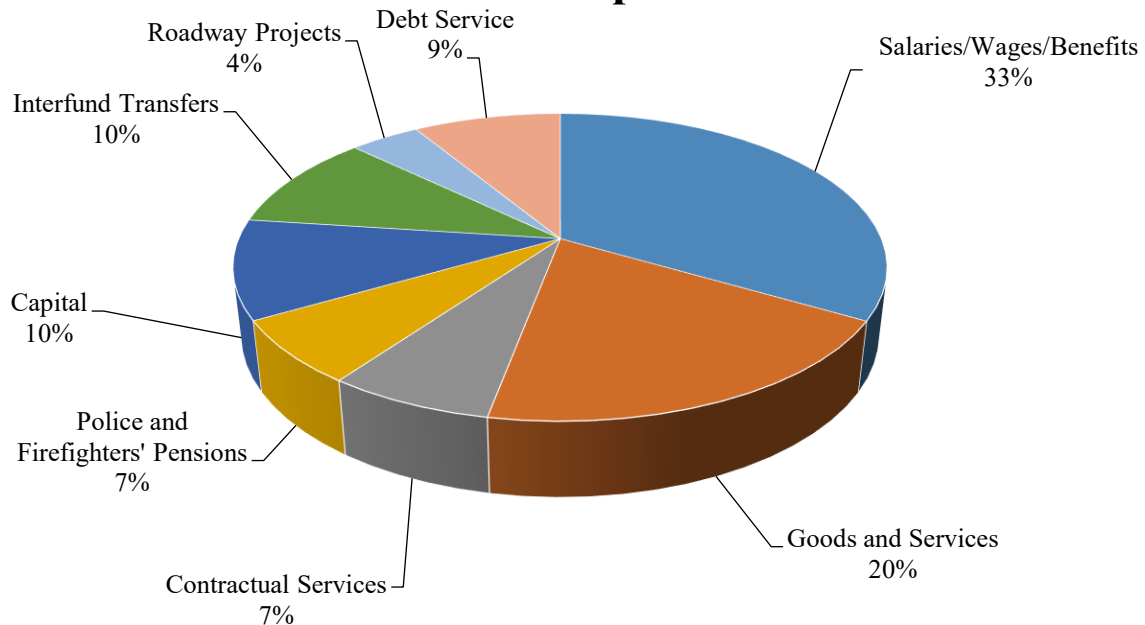
	Governmental Activities 2024	Governmental Activities 2023	Business Type Activities 2024	Business Type Activities 2023	Total Primary Government 2024	Total Primary Government 2023
REVENUES						
Program Revenues:						
Charges for services	\$4,264,998	\$3,665,641	\$5,967,762	\$5,499,247	\$10,232,760	\$9,164,888
Operating grants and contributions	796,879	938,751	0	0	796,879	938,751
Capital grants and contributions	227,836	547,185	1,002,687	2,774,199	1,230,523	3,321,384
General Revenues:						
Property taxes	9,790,607	9,093,242	109,470	96,741	9,900,077	9,189,983
Other taxes	2,966,587	2,913,305	0	0	2,966,587	2,913,305
Other	3,544,587	3,711,620	213,215	151,252	3,757,802	3,862,872
Total Revenues	21,591,494	20,869,744	7,293,134	8,521,439	28,884,628	29,391,183
EXPENSES						
General Government	2,709,929	2,782,072	0	0	2,709,929	2,782,072
Public Safety	8,655,027	8,012,895	0	0	8,655,027	8,012,895
Municipal Services	3,177,393	5,191,593	0	0	3,177,393	5,191,593
Culture and Recreation	1,548,603	1,627,135	0	0	1,548,603	1,627,135
Community Development	2,787,861	1,136,924	0	0	2,787,861	1,136,924
Interest	343,996	383,254	0	0	343,996	383,254
Water and Sewer	0	0	5,042,450	4,850,379	5,042,450	4,850,379
Parking	0	0	468,307	345,368	468,307	345,368
Stormwater Utility	0	0	130,236	0	130,236	0
Total Expenses	19,222,809	19,133,873	5,640,993	5,195,747	24,863,802	24,329,620
Excess/(Deficiency)	2,368,685	1,735,871	1,652,141	3,325,692	4,020,826	5,061,563
Transfers In (Out)	(1,000,000)	(350,000)	1,000,000	350,000	0	0
Changes in Net Position	1,368,685	1,385,871	2,652,141	3,675,692	4,020,826	5,061,563
Net Position, January 1	72,348,546	70,684,529	17,528,822	13,853,130	89,877,368	84,537,659
Prior Period Adjustment		278,146				278,146
Error Correction			130,000		130,000	0
Net Position, January 1, Restated	72,348,546	70,962,675	17,658,822	13,853,130	90,007,368	84,815,805
Net Position, December 31	\$73,717,231	\$72,348,546	\$20,310,963	\$17,528,822	\$94,028,194	\$89,877,368

(See independent auditor's report)
MD&A 7

Total Revenue



Total Expenses



(See independent auditor's report)
MD&A 8

VILLAGE OF WESTERN SPRINGS, ILLINOIS
MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

There are seven basic impacts on revenues and expenses as reflected below.

Revenues:

Economic Condition – this can reflect a declining, stable, or growing economic environment, and has a substantial impact on state income, sales and utility tax revenue, as well as public spending habits for building permits, elective user fees, and volumes of consumption.

Increase/Decrease in Village-Approved Rates – while certain tax rates are set by statute, the Village Board has significant authority to impose and periodically increase/decrease rates (property taxes, water/sewer charges, impact fees, building fees, utility tax rates, etc.).

Changing Patterns in Intergovernmental and Grant Revenue (both recurring and nonrecurring) – certain recurring revenues (state shared revenues, etc.) may experience significant changes periodically, while nonrecurring (or one-time) grants are less predictable and often distorting in their impact on year-to-year comparisons.

Market Impacts on Investment Income – the Village’s investment portfolio is managed using a longer maturity and the market condition may cause investment income to fluctuate more than alternative shorter-term options.

Expenses:

Introduction of New Programs – within the functional expense categories (Municipal Services, Law Enforcement Services, Fire and Emergency Medical Services, General Government, etc.) individual programs may be added or deleted to meet changing community needs.

Increase in Authorized Personnel – changes in service demand may cause the Village Board to increase/decrease authorized staffing. Staffing costs (salary and related benefits) represent 34% of the Village’s total expenses.

Inflation – while overall inflation appears to be reasonably modest, the Village is a major consumer of certain commodities such as supplies, fuels, and parts. Some functions may experience unusual commodity-specific increases.

Current Year Impacts

Revenues

Revenue generated in FY 2024 was adequate to support all the provided services. The FY 2024 General Fund revenue increased 8.96% over the prior year which is better than the economy growth as defined as real GDP, which increased by 2.8% as reported by the Bureau of Economics (U.S. Department of Commerce). Collections from sales taxes increased approximately 8.2% compared to 2023, while Income Taxes (Local Government Distributive Fund) had a slight increase of about 3.3%. It is estimated that the increase in sales tax collections reflect the moderate growth of the economy. Investment Income increased approximately 35%, or \$131,801, as the Federal Reserve's target rate remained high throughout the year. Generally, the other significant revenue remained flat or dipped slightly as compared to the prior year. Collections from fines was especially hit hard during the pandemic and continue to lag in its recovery compared to other affected revenues.

Property taxes are the Village's largest operating revenue source, with receipts of \$9,900,077 for both governmental and business-type activities. Sales tax revenues combined with the local utility tax, telecommunications tax, replacement tax, shared state income tax, and franchise fee revenue totaled \$5,584,885, representing 25.88% of the total Governmental Fund's revenue, which is slightly lower than the previous year. Sales and local use taxes receipts were 3.8% higher than the previous year, which continues the upward trend experienced over the last eight years, since 2015 sales tax revenue increased by 81%. State legislation allowing the collection of sales tax on internet transactions have had a large impact on the increase in sales tax revenue, as E-commerce shopping patterns continue to be strong. The building permit revenue received in 2024 with emphasis on permits issued for teardowns and building improvements increased slightly compared to the previous year. The Village continues to see an influx of young families relocating from Chicago purchasing current housing inventory. The Village offers many desirable amenities with top ranked schools, parks, and restaurants.

The Village share of the Local Government Distributive Fund (LGDF) was 6.32% higher than 2023. Research from Illinois Municipal League indicate that despite an economy that is still rebounding from the effects of COVID-19, corporate and individual tax collection remains high. The percentage of local government allocation of the LDGF was increased from 6.06% to 6.16% at the end of 2022. Recent legislation has increased the amount local governments will receive of the net collection of all income tax received from individuals, trust, and estates from 6.16% to 6.47% in August 2023.

The total interest income earned in FY 2024 for all funds except the pension funds was 16.7% higher than FY 2023. The Federal Reserve concerns about high inflation led to target rate holding high for majority of 2024. The last quarter included three (3) separate rate decreases, decreasing the Federal Funds Rate from levels at the beginning of 2024 to a target range of 4.25% to 4.50% in December 2024. The Police Pension had a positive year with a market value increase of 9.53% for the year, well above the Fund's interest rate assumption of 6.75%. The actuarial value of assets funding for the Police Pension Fund on December 31, 2023 increased to 56.04% from 53.25%.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Overall, based on the results outlined above, operations in the General Fund generated a positive change in net position adding to its funds balance. At year end the Fund balance was 52.8% of the FY 2024 budgeted operating expenditures.

Expenses

For the fiscal year ended December 31, 2024, expenses for governmental and business-type activities totaled \$19,222,809 and \$5,640,993 respectively. Overall, salaries, wages, and benefits increased slightly compared to FY 2023. The increases in salaries, wages, and benefits are contributed to an increase in overtime and filling of vacant positions. The Village incurred a 10.49% increase from its 2023 IMRF contribution rate. Health insurance costs increased by 8% as a result of a plan cost increase and a change in demographics. The Village provides health insurance and pension benefits to its full-time (30 hours/week or more) employees in a shared cost allocation. The Village's contribution to the Police Pension Fund was increased by 19.5% in FY 2024 and was based on an actuarial evaluation.

Operational expenses incurred in FY 2024 increased slightly compared to the prior year. As mentioned, salaries and benefits contributed to the increase. Also impacting the operating budget were expenditures that were deferred during FY 2023, due to timing. A contributing factor to help decrease to overall operating expenses is the additional availability of interest credit that was applied to the risk pool annual contribution.

FINANCIAL ANALYSIS OF THE VILLAGE'S FUNDS

For the fiscal year ended December 31, 2024, the governmental funds reflect a combined fund balance of \$18,697,115 as compared to \$18,627,220 at year-end FY 2023. The General Fund ended the year with a positive net change of \$1,917,454 before operating transfers of \$2,848,473. A transfer in the amount of \$348,473 to the Debt Service Fund to cover the annual debt service of the General Obligation Bonds, Series 2015A. The other transfers were excess reserves in the amounts of \$1,500,000 to the Capital Improvement Fund and \$1,000,000 to the Special Purpose Reserve Fund. At year-end the fund balance of the General Fund represented 52.8% of the FY 2024 amended operating budget. The General Fund's reserve policy requires the Village to maintain 30% of the current operating budget in reserves. The Village Board may, at its discretion, transfer any amount over the reserve requirement to the Special Purpose Reserve Fund. The Village is well served with its demographics of a stable, established community. The source of the surplus was a strong revenue base including investment income, income taxes, and sales taxes, which were offset by flat expenditure levels. Western Springs continues to benefit from the expanding economy with strong building permits and sales tax receipts, as well increased ambulance fees. The Village is well served with its demographics of a stable, established community.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

General Fund Budgetary Highlights

General Fund	FY 2024 Original Budget	FY 2024 Amended Budget	Actual
Revenues			
Taxes	\$9,416,197	\$9,416,197	\$9,336,901
Intergovernmental	2,375,600	2,375,600	2,443,471
Licenses and Permits	1,547,000	1,547,000	1,626,689
Other	1,415,950	1,415,950	1,759,739
Total Revenues	\$14,754,747	\$14,754,747	\$15,166,800
Expenditures and Transfers			
General Government	(2,827,709)	(2,827,709)	(2,836,790)
Public Safety	(7,849,744)	(7,849,744)	(7,383,880)
Municipal Services	(2,573,817)	(2,573,817)	(1,899,231)
Community Development	(991,450)	(991,450)	(913,406)
Capital Outlay	-	-	(117,718)
Debt Service	-	-	(98,321)
Total Expenditures	(14,242,720)	(14,242,720)	(13,249,346)
Other Financial Sources (Uses)			
Transfers Out	(348,473)	(2,848,473)	(2,848,473)
SBITA Issuance	-	-	117,719
Total Other Financial Sources (Uses)	(\$348,473)	(\$2,848,473)	(\$2,730,754)
Net Change in Fund Balance	\$163,554	(\$2,336,446)	(\$813,300)

The Playground and Recreation Fund accounts for the recreation programs offered by the Village. The recreation programs are funded by user fees, rent paid by contractors who occupy recreation facilities, and a small portion of the property taxes. The Village's long-term plan for the Recreation Fund is to accumulate sufficient funds to pay for the capital improvements of its facilities which are aging and require some rehabilitation.

The Timber Trails Special Assessment Fund accounts for all the public improvements in the Timber Trails subdivision. By year's end, 90% of the public improvements were completed. The subdivision has attracted buyers from the greater Chicagoland area and continues to do so.

The Capital Improvement Fund is utilized for the purchase of rolling stock for operations and building improvement of the Village Campus, excluding the Water Plant and the Recreation building. The Fund is supported by a small property tax and limited tax bonds, when available, and other long-term debt instruments.

(See independent auditor's report)
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VILLAGE OF WESTERN SPRINGS, ILLINOIS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Capital Assets

Intangible assets represent the Village's right-to-use a lease asset. These intangible assets, as defined by GASB Statement No. 87, Leases, and GASB Statement No. 96, Subscription-Based Information Technology Arrangements, are for lease contracts of nonfinancial assets including equipment, vehicles, and software.

At the end of FY 2024, the Governmental Activities' total net investment in a variety of capital assets and infrastructure totaled \$84,238,728 (see Notes to Financial Statements No.5). Assets supporting governmental activities increased slightly from FY 2023, with the improvements to Burlington Avenue, within the South TIF District.

The Business-Type total net investment increased by \$786,439. The Village-wide meter change out program was mostly completed at the end of 2024. Other major purchases included vehicles and equipment.

The following schedule details the categories of capital assets.

Capital Assets Net of Accumulated Depreciation							
	Governmental Activities		Business - Type Activities		Total	Total	Total %
	2024	2023	2024	2023	2024	2023	Change
Non-Depreciable Assets							
Land Right of Way	\$55,662,954	\$55,648,500	\$27,962	\$27,962	\$55,690,916	\$55,676,462	0.03%
Construction in Progress	0	0	0	68,876	\$0	\$68,876	-100.00%
Other Capital Assets							
Infrastructure	21,671,231	21,859,250	0	0	21,671,231	21,859,250	-0.87%
Buildings	4,739,045	4,852,424	1,079,740	1,198,418	5,818,785	6,050,842	-3.99%
Motor Equipment	1,304,035	1,385,945	0	0	1,304,035	1,385,945	-6.28%
Furniture and Equipment	245,813	202,852	0	0	245,813	202,852	17.48%
Vehicles and Equipment	0	0	752,265	705,526	752,265	705,526	6.21%
Land Improvements	0	0	4,379,391	4,475,918	4,379,391	4,475,918	-2.20%
Water System	0	0	15,570,344	14,632,938	15,570,344	14,632,938	6.02%
Sewer System	0	0	2,331,608	2,344,712	2,331,608	2,344,712	-0.56%
Intangible Capital Assets							
Motor Equipment	157,303	91,232	0	0	157,303	91,232	42.00%
Furniture and Equipment	110,077	141,771	0	0	110,077	141,771	-28.79%
Vehicles and Equipment	0	0	133,469	33,990	133,469	33,990	74.53%
Subscription Assets	348,270	0	0	0	348,270	0	100.00%
Total	\$84,238,728	\$84,181,974	\$24,274,779	\$23,488,340	\$108,513,507	\$107,670,314	0.78%

(See independent auditor's report)
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VILLAGE OF WESTERN SPRINGS, ILLINOIS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Long-Term Debt

The Village has a legal debt limit of \$87,052,652 which is defined as 8.625% of the equalized assessed value. The total outstanding debt is \$22,920,208 of which \$12,365,000 is applied to the legal limit and will be paid from property taxes. This results in a legal debt margin of \$74,687,652. The General Obligation Alternate Revenue Bonds are paid from utility taxes. \$9,045,518 is the direct obligation of the Water and Sewerage Fund. The debt ratio of the Village is 14.20%. The Village received a recent rating of AA+, awarded by Standard & Poor's (S&P). S&P referenced factors such as location; demographics; reserves being met; current liquidity levels; a robust budget development process; and effective monitoring, as major determinants in their rating.

	Schedule of Long-term Financings					
	Payable from Governmental Activities		Payable from Business - Type Activities		Total	
	2024	2023	2024	2023	2024	2023
General Obligation Bonds (Alternate Revenue)	\$915,000	\$1,235,000	\$0	\$0	\$915,000	\$1,235,000
General Obligation Bonds (Limited Tax) Debt Service	590,000	850,000	0	0	590,000	850,000
General Obligation Bonds	10,930,000	12,035,000	0	0	10,930,000	12,035,000
Notes Payable	35,000	70,000	0	0	35,000	70,000
Leases Payable	276,083	240,000	136,054	35,726	412,137	275,726
SBITAs Payable	304,773	0	0	0	304,773	0
Promissory Notes	150,000	200,000	150,000	200,000	300,000	400,000
General Obligations Bonds (Library Bonds)	845,000	1,040,000	0	0	845,000	1,040,000
IEPA Loans	0	0	9,045,514	9,747,882	9,045,514	9,747,882
Total	\$14,045,856	\$15,670,000	\$9,331,568	\$9,983,608	\$23,377,424	\$25,653,608

See Notes to Financial Statements No. 6 for additional information.

(See independent auditor's report)
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Economic Factors

The Village is primarily a residential community with a very small commercial component. Property tax revenue derived from the households is exceedingly stable. According to census data, a significant portion of the Village households are occupied by young professionals and well over 30% of the households have income in the highest tax bracket. Furthermore, a quarter of the homes in the Village are owned without any encumbrances. This stability allowed the Village to weather the economic uncertainty brought forth by the COVID-19 pandemic and lingering recovery. The Village continues to experience significant enhancement to its housing stock by way of teardowns and major additions. Well-regarded schools and recreational facilities as well as a highly desirable location have allowed the median house value to exceed that of the surrounding Cook County communities. Overall, it is expected that Western Springs will continue to be less susceptible to economic fluctuations and remain stable.

CONTACTING THE VILLAGE'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, customers, investors, and creditors with a general overview of the Village's finances and to demonstrate the Village's accountability for the money it receives. Questions concerning this report or requests for additional financial information should be directed to John Mastandona, Director of Finance, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558.

BASIC FINANCIAL STATEMENTS

VILLAGE OF WESTERN SPRINGS, ILLINOIS

STATEMENT OF NET POSITION

December 31, 2024

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Cash Equivalents	\$ 15,391,766	\$ 5,999,286	\$ 21,391,052
Investments	4,818,073	-	4,818,073
Restricted Investments	24,396	-	24,396
Receivables (Net of Allowances for Uncollectibles)			
Property Taxes	8,684,591	119,469	8,804,060
Accounts	-	1,507,458	1,507,458
Accrued Interest	10,722	-	10,722
Leases	3,201,105	-	3,201,105
Other	637,955	-	637,955
Due from Other Governments	1,474,621	-	1,474,621
Internal Balances	1,182,412	(1,182,412)	-
Advance to Fiduciary Funds	27,200	-	27,200
Prepays	22,974	-	22,974
Capital Assets Not Being Depreciated or Amortized	55,662,954	27,962	55,690,916
Capital Assets Being Depreciated (Net of Accumulated Depreciation and Amortization)	28,575,774	24,246,817	52,822,591
 Total Assets	 119,714,543	 30,718,580	 150,433,123
DEFERRED OUTFLOWS OF RESOURCES			
Pension Items - IMRF	1,381,777	622,178	2,003,955
Pension Items - Police Pension	2,580,102	-	2,580,102
Pension Items - Firefighters' Pension	2,607	-	2,607
Asset Retirement Obligations	-	471,500	471,500
Unamortized Loss on Refunding	6,150	-	6,150
 Total Deferred Outflows of Resources	 3,970,636	 1,093,678	 5,064,314
 Total Assets and Deferred Outflows of Resources	 123,685,179	 31,812,258	 155,497,437

(This statement is continued on the following page.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

STATEMENT OF NET POSITION (Continued)

December 31, 2024

	Governmental Activities	Business-Type Activities	Total
LIABILITIES			
Accounts Payable	\$ 1,618,538	\$ 407,372	\$ 2,025,910
Accrued Interest	27,848	13,180	41,028
Accrued Payroll	306,415	61,759	368,174
Deposits	1,713,291	21,886	1,735,177
Other Payables	486,151	-	486,151
Due to Other Governments	4,908	-	4,908
Due to Fiduciary Funds	81	-	81
Unearned Revenue	37,233	44,038	81,271
Noncurrent Liabilities			
Due Within One Year	2,088,887	841,298	2,930,185
Due in More than One Year	31,413,898	9,988,929	41,402,827
 Total Liabilities	 37,697,250	 11,378,462	 49,075,712
DEFERRED INFLOWS OF RESOURCES			
Deferred Property Taxes	8,675,270	119,318	8,794,588
Pension Items - IMRF	7,807	3,515	11,322
Pension Items - Police Pension	529,639	-	529,639
Leases	3,057,982	-	3,057,982
 Total Deferred Inflows of Resources	 12,270,698	 122,833	 12,393,531
 Total Liabilities and Deferred Inflows of Resources	 49,967,948	 11,501,295	 61,469,243
NET POSITION			
Net Investment in Capital Assets	70,608,772	14,825,994	85,434,766
Restricted for			
Capital Improvements	3,248,094	-	3,248,094
Maintenance of Roadways	2,306,204	-	2,306,204
Subdivision Improvements	24,396	-	24,396
Public Safety	106,603	-	106,603
Debt Service	476,449	-	476,449
Economic Development	569,365	-	569,365
Unrestricted (Deficit)	(3,622,652)	5,484,969	1,862,317
 TOTAL NET POSITION	 \$ 73,717,231	 \$ 20,310,963	 \$ 94,028,194

See accompanying notes to financial statements.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

STATEMENT OF ACTIVITIES

For the Year Ended December 31, 2024

FUNCTIONS/PROGRAMS	Program Revenues			
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
PRIMARY GOVERNMENT				
Governmental Activities				
General Government	\$ 2,709,929	\$ 598,970	\$ 75,631	\$ -
Public Safety	8,655,027	646,808	40,651	227,836
Municipal Services	3,177,393	1,610,530	670,097	-
Community Development	2,787,861	-	-	-
Culture and Recreation	1,548,603	1,408,690	10,500	-
Interest	343,996	-	-	-
Total Governmental Activities	19,222,809	4,264,998	796,879	227,836
Business-Type Activities				
Waterworks and Sewerage	5,042,450	4,674,025	-	989,679
Burlington Northern Parking	468,307	142,802	-	13,008
Stormwater Utility	130,236	1,150,935	-	-
Total Business-Type Activities	5,640,993	5,967,762	-	1,002,687
TOTAL PRIMARY GOVERNMENT	\$ 24,863,802	\$ 10,232,760	\$ 796,879	\$ 1,230,523

Net (Expense) Revenue and Change in Net Position			
Primary Government			
Governmental	Business-Type		
Activities	Activities	Total	
\$ (2,035,328)	\$ -	\$ (2,035,328)	
(7,739,732)	-	(7,739,732)	
(896,766)	-	(896,766)	
(2,787,861)	-	(2,787,861)	
(129,413)	-	(129,413)	
(343,996)	-	(343,996)	
(13,933,096)	-	(13,933,096)	
-	621,254	621,254	
-	(312,497)	(312,497)	
-	1,020,699	1,020,699	
-	1,329,456	1,329,456	
(13,933,096)	1,329,456	(12,603,640)	
General Revenues			
Taxes			
Property	9,790,607	109,470	9,900,077
Sales, Local Use	2,173,203	-	2,173,203
Utility	624,301	-	624,301
Telecommunications	147,236	-	147,236
Other	21,847	-	21,847
Intergovernmental - Unrestricted			
Income Tax	2,314,482	-	2,314,482
Replacement Tax	53,971	-	53,971
Investment Income	964,583	182,986	1,147,569
Miscellaneous	137,177	18,562	155,739
Gain on Sale of Capital Assets	74,374	11,667	86,041
Transfers In (Out)	(1,000,000)	1,000,000	-
Total	15,301,781	1,322,685	16,624,466
CHANGE IN NET POSITION	1,368,685	2,652,141	4,020,826
NET POSITION, JANUARY 1, AS REPORTED	72,348,546	17,528,822	89,877,368
Error Correction	-	130,000	130,000
NET POSITION, JANUARY 1, AS RESTATED	72,348,546	17,658,822	90,007,368
NET POSITION, DECEMBER 31	\$ 73,717,231	\$ 20,310,963	\$ 94,028,194

See accompanying notes to financial statements.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**BALANCE SHEET
GOVERNMENTAL FUNDS**

December 31, 2024

	General	Capital Improvement	Debt Service	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS					
Cash and Cash Equivalents	\$ 7,338,385	\$ 2,156,940	\$ 473,995	\$ 5,422,446	\$ 15,391,766
Investments	1,023,469	1,481,224	-	2,313,380	4,818,073
Restricted Investments	-	-	-	24,396	24,396
Receivables (Net of Allowances for Uncollectibles)					
Property Taxes	6,568,112	225,310	1,461,460	429,709	8,684,591
Accrued Interest	7,939	118	-	2,665	10,722
Leases	2,909,583	-	-	291,522	3,201,105
Other					
Utility Taxes	99,131	-	-	-	99,131
Miscellaneous	531,917	6,047	-	860	538,824
Prepaid Items	22,974	-	-	-	22,974
Due from Other Governments					
Municipal Sales Tax	512,079	-	-	-	512,079
Motor Fuel Tax	-	-	-	51,178	51,178
Other	9,653	845,000	-	56,711	911,364
Advance to Other Funds	-	-	-	1,907,045	1,907,045
TOTAL ASSETS	\$ 19,023,242	\$ 4,714,639	\$ 1,935,455	\$ 10,499,912	\$ 36,173,248

(This statement is continued on the following page.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

BALANCE SHEET (Continued)
GOVERNMENTAL FUNDS

December 31, 2024

	General	Capital Improvement	Debt Service	Nonmajor Governmental Funds	Total Governmental Funds
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES					
LIABILITIES					
Accounts Payable	\$ 782,316	\$ 76,620	\$ -	\$ 729,747	\$ 1,588,683
Contracts Payable	-	-	-	29,855	29,855
Accrued Payroll	278,665	-	-	27,750	306,415
Deposits Payable	882,834	-	-	830,457	1,713,291
Due to Other Governments	4,908	-	-	-	4,908
Other Payables	204,063	1,229	-	280,859	486,151
Unearned Revenue					
Parking Permits	-	-	-	5,680	5,680
Other	31,553	-	-	-	31,553
Due to Fiduciary Funds	81	-	-	-	81
Advance from Other Funds	-	-	-	697,433	697,433
Total Liabilities	2,184,420	77,849	-	2,601,781	4,864,050
DEFERRED INFLOWS OF RESOURCES					
Unavailable Property Taxes	6,562,099	225,000	1,459,006	429,165	8,675,270
Unavailable Revenue - Intergovernmental Receivable	-	851,047	-	27,784	878,831
Leases	2,757,369	-	-	300,613	3,057,982
Total Deferred Inflows of Resources	9,319,468	1,076,047	1,459,006	757,562	12,612,083
Total Liabilities and Deferred Inflows of Resources	11,503,888	1,153,896	1,459,006	3,359,343	17,476,133
FUND BALANCES					
Nonspendable					
Prepaid Items	22,974	-	-	-	22,974
Restricted					
Capital Improvements	-	3,560,743	-	-	3,560,743
Maintenance of Roadways	-	-	-	2,306,204	2,306,204
Subdivision Improvements	-	-	-	24,396	24,396
Public Safety	-	-	-	106,603	106,603
Debt Service	-	-	476,449	-	476,449
Economic Development	-	-	-	569,365	569,365
Unrestricted					
Assigned					
Quasiquicentennial	6,321	-	-	-	6,321
Recreation	-	-	-	1,324,202	1,324,202
Capital Projects	-	-	-	2,882,864	2,882,864
Commuter Improvements	-	-	-	40,693	40,693
Unassigned (Deficit)	7,490,059	-	-	(113,758)	7,376,301
Total Fund Balances	7,519,354	3,560,743	476,449	7,140,569	18,697,115
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 19,023,242	\$ 4,714,639	\$ 1,935,455	\$ 10,499,912	\$ 36,173,248

See accompanying notes to financial statements.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**RECONCILIATION OF FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
GOVERNMENTAL ACTIVITIES IN THE STATEMENT OF NET POSITION**

December 31, 2024

FUND BALANCES OF GOVERNMENTAL FUNDS	\$ 18,697,115
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets (tangible and intangible) used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds	84,238,728
Net pension liability for the Illinois Municipal Retirement Fund is shown as a liability on the statement of net position	(1,405,719)
Net pension liability for the Police Pension Fund is shown as a liability on the statement of net position	(16,253,607)
Net pension liability for the Firefighters' Pension Fund is shown as a liability on the statement of net position	(73,588)
Differences between expected and actual experiences, assumption changes, net differences between projected and actual earnings and contributions subsequent to the measurement date for the Illinois Municipal Retirement Fund are recognized as deferred outflows and inflows of resources on the statement of net position	1,373,970
Differences between expected and actual experiences, assumption changes, net differences between projected and actual earnings for the Police Pension Fund are as deferred outflows and inflows of resources on the statement of net position	2,050,463
Differences between expected and actual experiences, assumption changes, net differences between projected and actual earnings for the Firefighters' Pension Fund are recognized as deferred outflows and inflows of resources on the statement of net position	2,607
Certain assets are not available to report as revenue in the governmental funds but are revenue on the accrual basis of accounting	878,831
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the governmental funds	
General obligation bonds payable	(13,280,000)
General obligation promissory notes	(150,000)
Leases payable	(276,083)
SBITAs payable	(304,773)
Notes payable	(35,000)
OPEB liability	(914,671)
Interest payable	(27,848)
Unamortized loss on refunding	6,150
Compensated absences payable	(549,654)
Unamortized bond premium	(259,690)
NET POSITION OF GOVERNMENTAL ACTIVITIES	\$ 73,717,231

See accompanying notes to financial statements.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS**

For the Year Ended December 31, 2024

	General	<i>(Formerly Major)</i> Roadway Construction	<i>(Formerly Nonmajor)</i> Capital Improvement	Debt Service	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES						
Property Taxes	\$ 6,370,314	\$ -	\$ 224,632	\$ 1,775,449	\$ 1,420,212	\$ 9,790,607
Other Taxes	2,966,587	-	-	-	-	2,966,587
Intergovernmental	2,443,471	-	195,000	-	688,030	3,326,501
Grants	-	-	227,836	-	-	227,836
Charges for Services	1,058,150	-	-	-	1,423,955	2,482,105
Licenses and Permits	1,626,689	-	-	-	-	1,626,689
Fines and Forfeits	156,204	-	-	-	-	156,204
Investment Income	512,543	-	120,689	81,396	249,955	964,583
Miscellaneous	32,842	-	44,430	-	59,905	137,177
Total Revenues	15,166,800	-	812,587	1,856,845	3,842,057	21,678,289
EXPENDITURES						
Current						
General Government	2,836,790	-	7,679	-	816	2,845,285
Public Safety	7,383,880	-	-	-	33,511	7,417,391
Municipal Services	1,899,231	-	-	-	427,738	2,326,969
Economic Development	913,406	-	-	-	1,874,455	2,787,861
Culture and Recreation	-	-	-	-	1,333,517	1,333,517
Capital Outlay	117,718	-	1,192,383	-	650,520	1,960,621
Debt Service						
Principal Retirement	90,687	-	320,578	1,770,000	-	2,181,265
Interest and Fiscal Charges	7,634	-	10,563	376,682	-	394,879
Total Expenditures	13,249,346	-	1,531,203	2,146,682	4,320,557	21,247,788
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	1,917,454	-	(718,616)	(289,837)	(478,500)	430,501
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	1,500,000	440,920	1,000,000	2,940,920
Transfers (Out)	(2,848,473)	-	(92,447)	-	(1,000,000)	(3,940,920)
Sale of Assets	-	-	82,273	-	-	82,273
Lease Issuance	-	-	122,495	-	-	122,495
SBITA Issuance	117,719	-	316,907	-	-	434,626
Total Other Financing Sources (Uses)	(2,730,754)	-	1,929,228	440,920	-	(360,606)
NET CHANGE IN FUND BALANCES	(813,300)	-	1,210,612	151,083	(478,500)	69,895
FUND BALANCES, JANUARY 1, AS REPORTED	8,332,654	678,091	-	325,366	9,291,109	18,627,220
Change within financial reporting entity	-	(678,091)	2,350,131	-	(1,672,040)	-
FUND BALANCES, JANUARY 1, AS RESTATED	8,332,654	-	2,350,131	325,366	7,619,069	18,627,220
FUND BALANCES, DECEMBER 31	\$ 7,519,354	\$ -	\$ 3,560,743	\$ 476,449	\$ 7,140,569	\$ 18,697,115

See accompanying notes to financial statements.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES TO THE
GOVERNMENTAL ACTIVITIES IN THE STATEMENT OF ACTIVITIES

For the Year Ended December 31, 2024

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	\$ 69,895
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, they are capitalized and depreciated in the statement of activities capital expenditures capitalized	1,552,527
Proceeds from the sale of capital assets in governmental funds is converted to a gain (loss) on sale in the statement of activities	(7,899)
The repayment of long-term debt is reported as an expenditure when due in governmental funds but as a reduction of principal outstanding in the statement of activities	
Principal repayment	2,181,265
Change in interest payable	4,514
Change in compensated absences	(139,759)
Amortization of bond premium	51,210
The issuance long-term debt is an other financing source on the governmental funds income statement, but are not reported on the statement of activities	
Lease issuance	(122,495)
SBITA issuance	(434,626)
The amortization of loss on refunding is reported as interest expense on the statement of activities	(4,841)
Intergovernmental revenue from the Thomas Memorial Public Library is not a revenue on the statement of activities	(195,000)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenue in the governmental funds	33,831
The change in the net pension liability for the Illinois Municipal Retirement Fund and deferred outflows/inflows of resources is reported only in the statement of activities	280,958
The change in the OPEB liability for the Other Postemployment Benefit Plan is reported only in the statement of activities	207,370
The change in the Police Pension Fund net pension liability and deferred outflows/inflows of resources is not a source or use of financial resources	(623,288)
The change in the Firefighters' Pension Fund net pension liability and deferred outflows of resources is not a source or use of a financial resource	2,897
Some expenses in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds	
Depreciation of capital assets	(1,487,874)
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	\$ 1,368,685

See accompanying notes to financial statements.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**STATEMENT OF NET POSITION
PROPRIETARY FUNDS**

December 31, 2024

	Waterworks and Sewerage	Burlington Northern Parking Meter	Nonmajor Enterprise Funds	Total
CURRENT ASSETS				
Cash and Cash Equivalents	\$ 3,449,415	\$ 1,025,742	\$ 1,524,129	\$ 5,999,286
Receivables (Net, Where Applicable, of Allowances for Uncollectibles)				
Property Taxes	111,556	7,913	-	119,469
Accounts	1,192,548	4,779	310,131	1,507,458
Total Current Assets	4,753,519	1,038,434	1,834,260	7,626,213
NONCURRENT ASSETS				
Capital Assets, Tangible and Intangible				
Capital Assets Not Being Depreciated or Amortized	27,962	-	-	27,962
Capital Assets Being Depreciated (Net of Accumulated Depreciation and Amortization)	19,171,204	5,075,613	-	24,246,817
Net Capital Assets	19,199,166	5,075,613	-	24,274,779
Advance to Other Funds	624,188	-	-	624,188
Total Noncurrent Assets	19,823,354	5,075,613	-	24,898,967
Total Assets	24,576,873	6,114,047	1,834,260	32,525,180
DEFERRED OUTFLOWS OF RESOURCES				
Asset Retirement Obligation Items	471,500	-	-	471,500
Pension Items - IMRF	591,851	30,327	-	622,178
Total Deferred Outflows of Resources	1,063,351	30,327	-	1,093,678
Total Assets and Deferred Outflows of Resources	25,640,224	6,144,374	1,834,260	33,618,858

(This statement is continued on the following page.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

STATEMENT OF NET POSITION (Continued)
PROPRIETARY FUNDS

December 31, 2024

	Waterworks and Sewerage	Burlington Northern Parking Meter	Nonmajor Enterprise Funds	Total
CURRENT LIABILITIES				
Accounts Payable	\$ 315,785	\$ 87,399	\$ 4,188	\$ 407,372
Accrued Interest	13,180	-	-	13,180
Accrued Payroll	57,939	3,820	-	61,759
Deposits Payable	21,886	-	-	21,886
Unearned Revenue - Other	-	44,038	-	44,038
Current Portion of Compensated Absences	11,027	599	-	11,626
Current Portion of Promissory Note Payable	50,000	-	-	50,000
Current Portion of IEPA Loan Payable	712,511	-	-	712,511
Current Portion of Leases Payable	47,260	-	-	47,260
Current Portion of OPEB Liability	18,597	1,304	-	19,901
Total Current Liabilities	1,248,185	137,160	4,188	1,389,533
NONCURRENT LIABILITIES				
Compensated Absences	99,245	5,389	-	104,634
Promissory Note Payable	100,000	-	-	100,000
IEPA Loan Payable	8,333,003	-	-	8,333,003
Leases Payable	88,794	-	-	88,794
OPEB Liability	214,495	15,043	-	229,538
Asset Retirement Obligations	500,000	-	-	500,000
Net Pension Liability - IMRF	602,107	30,853	-	632,960
Advance From Other Funds	-	1,806,600	-	1,806,600
Total Noncurrent Liabilities	9,937,644	1,857,885	-	11,795,529
Total Liabilities	11,185,829	1,995,045	4,188	13,185,062
DEFERRED INFLOWS OF RESOURCES				
Deferred Property Taxes	111,416	7,902	-	119,318
Pension Items - IMRF	3,344	171	-	3,515
Total Deferred Inflows of Resources	114,760	8,073	-	122,833
Total Liabilities and Deferred Inflows of Resources	11,300,589	2,003,118	4,188	13,307,895
NET POSITION				
Net Investment in Capital Assets	9,750,381	5,075,613	-	14,825,994
Unrestricted (Deficit)	4,589,254	(934,357)	1,830,072	5,484,969
TOTAL NET POSITION	\$ 14,339,635	\$ 4,141,256	\$ 1,830,072	\$ 20,310,963

See accompanying notes to financial statements.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS

For the Year Ended December 31, 2024

	Waterworks and Sewerage	Burlington Northern Parking Meter	Nonmajor Enterprise Funds	Total
OPERATING REVENUES				
Charges for Services	\$ 4,674,025	\$ 142,802	\$ 1,150,935	\$ 5,967,762
Total Operating Revenues	4,674,025	142,802	1,150,935	5,967,762
OPERATING EXPENSES				
Personal Services	1,460,293	97,822	-	1,558,115
Contractual Services	1,287,586	74,566	129,394	1,491,546
Supplies and Commodities	986,673	25,479	-	1,012,152
Total Operating Expenses	3,734,552	197,867	129,394	4,061,813
Operating Income (Loss) Before Depreciation	939,473	(55,065)	1,021,541	1,905,949
DEPRECIATION	1,148,679	270,440	-	1,419,119
OPERATING INCOME (LOSS)	(209,206)	(325,505)	1,021,541	486,830
NON-OPERATING REVENUES (EXPENSES)				
Investment Income	134,776	10	48,200	182,986
Miscellaneous	17,315	1,247	-	18,562
Property Taxes	101,567	7,903	-	109,470
Gain on Sale of Capital Assets	11,667	-	-	11,667
Interest Expense	(159,219)	-	(842)	(160,061)
Total Non-Operating Revenues (Expenses)	106,106	9,160	47,358	162,624
NET INCOME (LOSS) BEFORE CAPITAL GRANTS AND CONTRIBUTIONS AND TRANSFERS	(103,100)	(316,345)	1,068,899	649,454
CAPITAL GRANTS AND CONTRIBUTIONS AND TRANSFERS				
Capital Grants and Contributions	989,679	13,008	-	1,002,687
Transfers In	1,000,000	-	-	1,000,000
Total Capital Grants and Contributions and Transfers	1,989,679	13,008	-	2,002,687
CHANGE IN NET POSITION	1,886,579	(303,337)	1,068,899	2,652,141
NET POSITION, JANUARY 1, AS REPORTED	12,453,056	4,314,593	761,173	17,528,822
Error Correction	-	130,000	-	130,000
NET POSITION, JANUARY 1, AS RESTATED	12,453,056	4,444,593	761,173	17,658,822
NET POSITION, DECEMBER 31	\$ 14,339,635	\$ 4,141,256	\$ 1,830,072	\$ 20,310,963

See accompanying notes to financial statements.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS**

For the Year Ended December 31, 2024

	Waterworks and Sewerage	Burlington Northern Parking Meter	Nonmajor Enterprise Funds	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers and Users	\$ 4,514,391	\$ 147,538	\$ 1,151,960	\$ 5,813,889
Receipts from Miscellaneous Revenues	17,315	1,247	-	18,562
Payments to Suppliers	(2,581,674)	(84,225)	(125,206)	(2,791,105)
Payments to Employees	(1,569,405)	(104,064)	-	(1,673,469)
Net Cash from Operating Activities	380,627	(39,504)	1,026,754	1,367,877
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Principal Payments on IEPA Loans	(702,368)	-	-	(702,368)
Principal Payments on Leases	(37,796)	-	-	(37,796)
Principal Payments on Promissory Notes	(50,000)	-	-	(50,000)
Capital Assets Purchased	(1,945,922)	(4,295)	-	(1,950,217)
Proceeds from Disposal of Capital Assets	11,667	-	-	11,667
Proceeds from Capital Grants	1,335,490	1,061,423	-	2,396,913
Interest Paid	(159,783)	-	(842)	(160,625)
Net Cash from Capital and Related Financing Activities	(1,548,712)	1,057,128	(842)	(492,426)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers In	1,000,000	-	-	1,000,000
Property Taxes Received	102,951	7,987	-	110,938
Net Cash from Noncapital Financing Activities	1,102,951	7,987	-	1,110,938
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Received	134,776	10	48,200	182,986
Net Cash from Investing Activities	134,776	10	48,200	182,986
NET INCREASE IN CASH AND CASH EQUIVALENTS	69,642	1,025,621	1,074,112	2,169,375
CASH AND CASH EQUIVALENTS, JANUARY 1	3,379,773	121	450,017	3,829,911
CASH AND CASH EQUIVALENTS, DECEMBER 31	\$ 3,449,415	\$ 1,025,742	\$ 1,524,129	\$ 5,999,286

(This statement is continued on the following page.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

STATEMENT OF CASH FLOWS (Continued)
PROPRIETARY FUNDS

For the Year Ended December 31, 2024

	Waterworks and Sewerage	Burlington Northern Parking Meter	Nonmajor Enterprise Funds	Total
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH FLOWS FROM OPERATING ACTIVITIES				
Operating Income (Loss)	\$ (209,206)	\$ (325,505)	\$ 1,021,541	\$ 486,830
Adjustments to Reconcile Operating Income (Loss) to Net Cash from Operating Activities				
Depreciation and Amortization	1,148,679	270,440	-	1,419,119
Miscellaneous Revenue (Expense)	17,315	1,247	-	18,562
Changes in Assets and Liabilities				
Accounts Receivable	(159,634)	5	1,025	(158,604)
Accounts Payable	(162,138)	15,820	4,188	(142,130)
Contracts Payable	(148,577)	-	-	(148,577)
Deposits Payables	(1,700)	-	-	(1,700)
Unearned Revenue - Other	-	4,731	-	4,731
Deferred Outflows of Resources - IMRF	270,126	13,842	-	283,968
Deferred Inflows of Resources - IMRF	3,344	171	-	3,515
Deferred Outflows of Resources - Asset				
Retirement Obligations	5,000	-	-	5,000
OPEB Items	(52,846)	(3,706)	-	(56,552)
Net Pension Liability - IMRF	(393,812)	(20,179)	-	(413,991)
Accrued Payroll	15,199	938	-	16,137
Compensated Absences	48,877	2,692	-	51,569
NET CASH FROM OPERATING ACTIVITIES	\$ 380,627	\$ (39,504)	\$ 1,026,754	\$ 1,367,877
NONCASH TRANSACTION				
Issuance of Leases	\$ 138,124	\$ -	\$ -	\$ 138,124
Capital Assets Acquired through Accounts Payable	117,217	-	-	117,217
TOTAL NONCASH TRANSACTIONS	\$ 255,341	\$ -	\$ -	\$ 255,341

See accompanying notes to financial statements.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS**

December 31, 2024

	Pension Trust Funds	SSA#7 Custodial
ASSETS		
Cash and Cash Equivalents	\$ 837,377	\$ -
Investments, at Fair Value		
Certificates of Deposit	116,435	-
Illinois Police Officers' Pension Investment Fund	19,996,385	-
Accrued Interest Receivable	644	-
Due from Municipality	81	-
Total Assets	20,950,922	-
LIABILITIES		
Accounts Payable	688	-
Advance from Municipality	27,200	-
Total Liabilities	27,888	-
NET POSITION RESTRICTED FOR PENSIONS	\$ 20,923,034	\$ -

See accompanying notes to financial statements.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS**

For the Year Ended December 31, 2024

	Pension Trust Funds	SSA#7 Custodial
ADDITIONS		
Contributions		
Employer Contributions	\$ 1,930,551	\$ -
Employee Contributions	198,579	-
Property Sales	-	7,637,912
Total Contributions	2,129,130	7,637,912
Investment Income		
Net Appreciation in Fair Value of Investments	1,650,263	-
Interest	177,995	-
Total Investment Income	1,828,258	-
Less Investment Expense	(11,412)	-
Net Investment Income	1,816,846	-
Total Additions	3,945,976	7,637,912
DEDUCTIONS		
Benefits and Refunds	2,446,980	-
Administrative Expenses	26,520	-
Debt Service		
Principal Retirement	-	3,271,000
Interest and Fiscal Charges	-	4,366,912
Total Deductions	2,473,500	7,637,912
NET INCREASE	1,472,476	-
NET POSITION RESTRICTED FOR PENSIONS		
January 1	19,450,558	-
December 31	\$ 20,923,034	\$ -

See accompanying notes to financial statements.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

NOTES TO FINANCIAL STATEMENTS

December 31, 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Western Springs, Illinois (the Village) was incorporated in 1886. The Village operates under a council/manager form of government. The Village Board of Trustees is composed of the Village President and six trustees. The Village provides services to the community which includes: police, fire, water and sewer, community development, street maintenance and general services.

The financial statements of the Village have been prepared in accordance with accounting principles generally accepted in the United States of America, as applied to governmental units (hereinafter referred to as generally accepted accounting principles (GAAP)). The Government Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant policies:

A. Reporting Entity

The Village is a municipal corporation governed by an elected board. As required by GAAP, these financial statements present the Village (the primary government). Management has determined that there are two fiduciary component units that are required to be included in the financial statements of the Village as pension trust funds.

Police Pension Employees Retirement System

The Village's police employees participate in Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the Village's Mayor, one elected by pension beneficiaries and two elected police employees constitute the pension board. The Village is obligated to fund all PPERS costs not funded by PPERS participants based upon actuarial valuations, which creates a financial burden on the Village. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels, which results in the PPERS being fiscally dependent upon the Village. PPERS is reported as a pension trust fund. PPERS does not issue a stand-alone financial report.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A. Reporting Entity (Continued)

Firefighters' Pension Employees Retirement System

The Village's sworn firefighters participate in Firefighters' Pension Employees Retirement System (FPERS). FPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the Village's Mayor, one elected pension beneficiary and two elected fire employees constitute the pension board. The Village is obligated to fund all FPERS costs not funded by FPERS participants based upon actuarial valuations, which creates a financial burden on the Village. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels, which results in the FPERS being fiscally dependent upon the Village. FPERS is reported as a pension trust fund. FPERS does not issue a stand-alone financial report.

Several other governmental entities have operations within the Village but are separate legal entities. These entities include the Thomas Ford Memorial Library (the Library), School Districts 101, 106 and 204 and the Western Springs Park District. The Village is not financially accountable for these entities and, therefore, they are not included in the Village's reporting entity.

B. Fund Accounting

The accounts of the Village are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balances/net position, revenues and expenditures/expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The various funds are grouped in the financial statements in this report into three broad fund categories as follows:

Governmental Funds

Governmental funds are those through which most governmental functions of the Village are financed. The Village's expendable resources (except those accounted for in proprietary funds) are accounted for through governmental funds. The measurement focus is upon determination of changes in financial position, rather than upon net income determination. The following are the Village's governmental funds:

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Fund Accounting (Continued)

Governmental Funds (Continued)

General Fund - The General Fund is the general operating fund of the Village. It is used to account for all financial resources except those accounted for in another fund.

Special Revenue Funds - Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than major capital projects) that are restricted, committed or assigned to expenditures for specified purposes.

Debt Service Fund - The Debt Service Fund is used to account for the accumulation of restricted resources for, and the payment of, general long-term debt principal, interest and related costs.

Capital Projects Funds - Capital Projects Funds are used to account for restricted, committed or assigned financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds).

Proprietary Funds

Proprietary funds are used to account for the Village's ongoing organizations and activities which are similar to those often found in the private sector. The measurement focus is upon determination of changes in net position.

Enterprise Funds - Enterprise Funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

Fiduciary Funds

Fiduciary funds are used to account for assets held by the Village in a trustee capacity or as an agent for individual, private organizations or other governmental units.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Fund Accounting (Continued)

Fiduciary Funds (Continued)

Trust Funds - Trust Funds are used to account for assets held by the Village in a trustee capacity or as an agent for individuals, private organizations and other governments. These include Pension Trust Funds. Pension Trust Funds are accounted for in essentially the same manner as proprietary funds.

Custodial Funds - Custodial funds are used to account for special assessment area collection of property sales for payment to the bondholder where the Village is acting in only an agent capacity.

C. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Village. The effect of material interfund activity other than interfund services provided has been eliminated from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function, segment or program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues. Operating revenues/expenses in proprietary funds include all revenues/expenses directly related to providing services. Incidental revenues/expenses are reported as non-operating.

Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The Village reports the following major governmental funds:

The General Fund is the Village's primary operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Government-Wide and Fund Financial Statements (Continued)

The Capital Improvement Fund accounts for the restricted proceeds of the General Obligation Bonds, Series 2018 which is being used for various improvements.

The Debt Service Fund is used to account for the accumulation of restricted resources for, and the payment of, general long-term debt principal, interest and related costs.

The Village reports the following major proprietary funds:

The Waterworks and Sewerage Fund accounts for the activities of the water and sewerage operations.

The Burlington Northern Parking Fund accounts for the parking meter facilities of the Village.

In addition, the Village reports pension trust funds as fiduciary component units to account for the Police Pension Fund and Firefighters' Pension Fund. The Village reports a custodial fund to account for funds received and restricted for debt service on the special service area (noncommitment) debt.

D. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues and additions are recorded when earned and expenses and deductions are recorded when a liability is incurred, or for pension fund deductions, when the pension is due and payable. Property taxes are recognized as revenues in the year for which they are levied (i.e., intended to finance). Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The Village considers property taxes as available if they are collected within 60 days after the year end that they are intended to finance.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

A 60-day availability period is used for revenue recognition for most other governmental fund revenues except for sales taxes and telecommunications taxes which use a 90-day availability period. Expenditures are recorded when the related fund liability is incurred. Principal and interest on general long-term debt are recorded as fund liabilities when due.

Shared revenues remitted from the State of Illinois, such as the state motor fuel tax allotments, state income taxes, state sales taxes and state municipal telecommunications taxes are accrued applying the susceptible to accrual concept based upon the month they were owed to the state and/or allotted by the state.

In applying the susceptible to accrual concept to intergovernmental revenues, the legal and contractual requirements of the numerous individual programs are used as guidelines. Monies that are virtually unrestricted as to purpose of expenditure, which are usually revocable only for failure to comply with prescribed compliance requirements, are reflected as revenues at the time of receipt or earlier if the susceptible to accrual criteria are met.

Licenses and permits, charges for services (other than water and sewer) and miscellaneous revenues (except investment earnings) are recorded as revenues when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned since they are measurable and available.

The Village reports deferred/unavailable/unearned revenue on its financial statements. Deferred/unavailable revenues arise when a potential revenue does not meet both the measurable and available or earned criteria for recognition in the current period. Unearned revenues arise when resources are received by the government before it has a legal claim to them as when grant monies are received prior to the incurrences of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the government has a legal claim to the resources, the liability or deferred inflow for deferred/unavailable/unearned revenue is removed from the financial statements and revenue is recognized.

E. Cash and Investments

Investments with a maturity of less than one year when purchased, non-negotiable certificates of deposit and other nonparticipating investments are stated at cost or amortized cost. Investments with a maturity greater than one year when purchased and all investments of the pension trust funds are stated at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Statement of Cash Flows

For purposes of the statement of cash flows, the Village considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

G. Unbilled Receivables

Estimated sales for water and sewer usage prior to December 31, 2024, which are unbilled at year end, are recognized as current year revenue and are included in accounts receivable.

H. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.”

Long-term notes receivable, as reported in the fund financial statements, are offset by a nonspendable fund balance in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

I. Prepaid Items/Expenses/Inventory

Inventories are valued at cost, which approximates market, using the first-in/first-out (FIFO) method. The costs of governmental fund inventories are recorded as expenditures when consumed rather than when purchased.

Payments made to vendors for services that will benefit periods beyond the date of this report are recorded as prepaid items/expenses. Prepaid items/expenses are recorded as expenditures/expenses when consumed rather than when purchased.

J. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges and storm water), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Village as assets with an initial, individual cost of more than \$25,000 for furniture, equipment and vehicles and \$125,000 for buildings, building

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

J. Capital Assets (Continued)

improvements and infrastructure and an estimated useful life in excess of one year, except for vehicles, which are all capitalized regardless of cost. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Property, plant and equipment is depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Land Improvements	7-25
Building and Building Improvements	10-40
Water Distribution System	7-40
Sewer Distribution System	7-25
Vehicles, Equipment and Furniture	2-25
Infrastructure	30-50

Intangible assets represent the Village's right-to-use a lease asset. These intangible assets, as defined by GASB Statement No. 87, *Leases*, and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, are for lease contracts of nonfinancial assets including equipment, vehicles, and software.

K. Compensated Absences

The Village implemented GASB Statement 101, *Compensated Absences*, in 2024. Vested or accumulated vacation and sick leave that is due to employees who have retired or terminated by the end of the year is reported as an expenditure and a fund liability of the governmental fund that will pay it. Vested or accumulated vacation and sick leave of proprietary funds and governmental activities is recorded as an expense and liability of those funds as the benefits accrue to employees. The entire balance of vacation leave is recognized as a liability at year end. A liability is recognized for the portion of accumulating sick leave benefits that is estimated to be more likely than not to be used for time off or otherwise paid in cash or settled through noncash means.

As a result of the implementation of GASB Statement 101, *Compensated Absences*, beginning net position was not required to be restated as the amounts were determined to be immaterial.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

L. Long-Term Obligations

In the government-wide financial statements and proprietary funds in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities or proprietary fund financial statements. Bond premiums, discounts and accounting losses on advance refunding of bonds, are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while market related discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

M. Fund Balances/Net Position

In the fund financial statements, governmental funds report nonspendable fund balance for amounts that are either not in spendable form or are legally or contractually required to be maintained intact. Restrictions of fund balance are reported for amounts constrained by legal restrictions from outside parties for use for a specific purpose, or externally imposed by outside entities or from enabling legislation adopted by the Village. Committed fund balance is constrained by formal actions of the Village's Board of Trustees, which is considered the Village's highest level of decision-making authority. Formal actions include ordinances approved by the Board of Trustees. Assigned fund balance represents amounts constrained by the Village's intent to use them for a specific purpose. The authority to assign fund balance has been delegated to the Director of Finance by the fund balance and reserve policy. The Village's policy is to maintain fund balance in General Fund of four months (30%) of the General Fund expenditures. Any residual fund balance in the General Fund and any deficit fund balance of any other governmental fund are reported as unassigned.

The Village's flow of funds assumption prescribes that the funds with the highest level of constraint are expended first. If restricted or unrestricted funds are available for spending, the restricted funds are spent first. Additionally, if different levels of unrestricted funds are available for spending the Village considers committed funds to be expended first followed by assigned funds and then unassigned funds.

In the government-wide financial statements, restricted net position is legally restricted by outside parties for a specific purpose. None of the Village's restricted net position resulted from enabling legislation adopted by the Village. Net investment in capital assets is the book value of capital assets less any long-term debt outstanding that was issued to construct or acquire the capital assets.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

N. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Village has three items that qualify for reporting in this category. The first is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. Deferred outflows of resources are also reported for pension items, as well as a deferred outflow related to the asset retirement obligation.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until then. The Village has three items that qualify for reporting in this category. The first is unavailable property taxes on the governmental funds balance sheet and deferred property taxes on the statement of net position. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available or earned. Deferred inflows are also reported for pension items and leases.

O. Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

2. PROPERTY TAXES

Property taxes are levied each calendar year on all taxable real property located in the Village. For governmental funds, property taxes which are intended to finance the current fiscal year and collected within 60 days subsequent to year end are recorded as revenue.

The County Assessor is responsible for assessment of all taxable real property within Cook County (the County) except for certain railroad property which is assessed directly by the state. Some portion of the County is reassessed each year on a repeating schedule established by the County Assessor. The County Clerk computes the annual tax for each parcel of real property and prepares tax books used by the County Collector as the basis for issuing tax bills to all taxpayers in the County.

2. PROPERTY TAXES (Continued)

Property taxes are collected by the County Collector and are submitted to the County Treasurer, who remits to the units their respective share of the collections. Taxes levied in one year become due and payable in two installments on March 1 and August 1 during the following year. The first installment is an estimated bill, and is 55% of the prior year's tax bill. The second installment is based on the current levy, assessment and equalization and any changes from the prior year will be reflected in the second installment bill. Taxes must be levied by the last Tuesday in December for the following levy year. The levy becomes an enforceable lien against the property as of January 1 of the levy year. The allowance for uncollectible taxes has been stated at 3% of the levy (except for debt service which is 5%) to reflect actual collection experience.

3. CASH AND INVESTMENTS

The Village and pension funds categorizes the fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

Cash and investments are held separately and in pools by several of the Village's funds. Interest earned on pooled cash and investments is credited to the various funds in proportion to the total account balance. The Village invests these funds pursuant to investment guidelines established by the Village. The deposits and investments of the Pension Trust Funds are held separately. The Village has adopted an investment policy, consistent with Illinois Compiled Statutes (ILCS) governing the investments of the respective entities.

In accordance with the investment policy the Village is allowed to invest in the following: securities issued or guaranteed by the United States Government; interest-bearing accounts of banks and savings and loan associations insured up to \$250,000 by the Federal Deposit Insurance Corporation; short-term obligations (less than 180 days) of United States corporations with assets over \$500 million rated in the highest classification by at least two rating agencies; insured accounts of an Illinois credit union chartered under United States Government or Illinois law; money market mutual funds with portfolios of securities issued or guaranteed by the United States Government or agreements to repurchase these same types of obligations.

The Illinois Public Treasurers' Investment Pool, known as The Illinois Funds, operates as a qualified external investment pool in accordance with the criteria established in GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, and thus, reports all investments at amortized cost rather than fair value. The investment in The Illinois Funds by participants is also reported at amortized cost. The Illinois Funds does not have any limitations or restrictions on participant withdrawals. The Illinois Treasurer's Office issues a separate financial report for The Illinois Funds which may be obtained by contacting the Administrative Office at Illinois Business Center, 400 West Monroe Street, Suite 401, Springfield, Illinois 62704.

3. CASH AND INVESTMENTS (Continued)

The Illinois Metropolitan Investment Fund (IMET) is a local government investment pool. Created in 1996 as a not-for-profit trust formed under the Intergovernmental Cooperation Act and the Illinois Municipal Code. IMET was formed to provide Illinois government agencies with safe, liquid, attractive alternatives for investing and is managed by a Board of Trustees elected from the participating members. IMET offers participants two separate vehicles to meet their investment needs. The IMET Core Fund is designed for public funds that may be invested for longer than one year. The Core Fund carries the highest rating available (AAAF/bf) from Moody's for such funds. Member withdrawals can be made from the core fund with a five-day notice. The IMET Convenience Fund (CVF) is designed to accommodate funds requiring high liquidity, including short-term cash management programs and temporary investment of bond proceeds. It is comprised of collateralized and FHLB LoC backed bank deposits, FDIC insured certificates of deposit and United States Government securities. Member withdrawals are generally on the same day as requested. Investments in IMET are valued at IMET's share price, which is the price the investment could be sold.

It is the policy of the Village to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all state and local statutes governing the investment of public funds, using the "prudent person" standard for managing the overall portfolio. The primary objective of the policy is legality, safety (preservation of capital and protection of investment principal), liquidity and yield.

Custodial credit risk for deposits with financial institutions is the risk that in the event of bank failure, the Village's deposits may not be returned to it. The Village's investment policy requires pledging of collateral for all bank balances in excess of federal depository insurance with the fair value of the collateral at least 110% of the uninsured deposits and that the collateral be held by the Village, or by an independent third party acting as the Village's agent, or in a single institution collateral pool.

In accordance with its investment policy, the Village limits its exposure to interest rate risk by structuring the portfolio to provide liquidity for operating funds and matching maturities to cash flow needs to avoid selling a debt security before maturity. However, the investment policy does not strictly limit the maximum maturity lengths of investments.

The Village limits its exposure to credit risk, the risk that the issuer of a debt security will not pay its par value upon maturity, by primarily investing in obligations guaranteed by the United States Government or securities issued by agencies of the United States Government that are explicitly guaranteed by the United States Government. IMET, The Illinois Funds and the money market mutual funds are rated AAA to not rated.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

3. CASH AND INVESTMENTS (Continued)

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to the investment, the Village will not be able to recover the value of its investments that are in possession of an outside party. To limit its exposure, the Village's investment policy requires all security transactions that are exposed to custodial credit risk to be processed on a delivery versus payment (DVP) basis with the underlying investments held by a third party acting as the Village's agent separate from where the investment was purchased. The Illinois Funds, IMET and the money market mutual fund are not subject to custodial credit risk.

The Village's investment policy, while requiring minimization of concentration of credit risk, does not contain any specific requirements for diversification of the portfolio, other than the limit of 10% of the portfolio in commercial paper as noted above.

In addition, the Village's investment policy specifically prohibits the use of or the investment in derivatives, reverse repurchase agreement, financial forward or futures contracts and leveraged investments. Furthermore, the policy prohibits the lending of the Village's securities by the custodian and/or the broker.

4. RECEIVABLES

The following receivables are included in other receivables on the statement of net position at December 31, 2024:

GOVERNMENTAL ACTIVITIES

Utility Tax	\$ 99,131
Cannabis Tax	3,718
Local Use Tax	124,402
Cable TV Franchise Fee	53,048
IRMA Reserve Receivable	203,367
Court Fines	14,520
Parking Permits	860
Miscellaneous	<u>138,909</u>

TOTAL GOVERNMENTAL ACTIVITIES	<u>\$ 637,955</u>
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The following receivables are included in due from other governments on the statement of net position at December 31, 2024:

GOVERNMENTAL ACTIVITIES

Motor Fuel Tax	\$ 51,178
Library	845,000
Municipal Sales Tax	512,079
Grants	<u>66,364</u>

TOTAL GOVERNMENTAL ACTIVITIES	<u>\$ 1,474,621</u>
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VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

5. CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2024 was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
GOVERNMENTAL ACTIVITIES				
Capital Assets not Being Depreciated				
Land	\$ 1,471,915	\$ -	\$ -	\$ 1,471,915
Land Right of Way	54,176,585	-	7,899	54,168,686
Construction in Progress	-	22,353	-	22,353
Total Tangible Capital Assets not Being Depreciated	55,648,500	22,353	7,899	55,662,954
Capital Assets Being Depreciated				
Building	13,309,605	217,175	-	13,526,780
Motor Equipment	3,939,909	70,390	98,027	3,912,272
Office Furniture and Equipment	1,365,841	91,489	-	1,457,330
Infrastructure	41,173,557	594,000	-	41,767,557
Lease Assets				
Motor Equipment	163,632	122,494	-	286,126
Office Furniture and Equipment	166,394	-	-	166,394
Subscription Assets	-	434,626	-	434,626
Total Capital Assets Being Depreciated	60,118,938	1,530,174	98,027	61,551,085
Less Accumulated Depreciation for Capital Assets				
Building	8,457,181	330,554	-	8,787,735
Motor Equipment	2,553,964	152,300	98,027	2,608,237
Office Furniture and Equipment	1,162,989	48,528	-	1,211,517
Infrastructure	19,314,307	782,019	-	20,096,326
Lease Assets				
Motor Equipment	72,400	56,423	-	128,823
Office Furniture and Equipment	24,623	31,694	-	56,317
Subscription Assets	-	86,356	-	86,356
Total Accumulated Depreciation for Capital Assets	31,585,464	1,487,874	98,027	32,975,311
Total Capital Assets Being Depreciated, Net	28,533,474	42,300	-	28,575,774
GOVERNMENTAL ACTIVITIES CAPITAL ASSETS, NET	\$ 84,181,974	\$ 64,653	\$ 7,899	\$ 84,238,728

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

5. CAPITAL ASSETS (Continued)

	Beginning Balances	Increases	Decreases	Ending Balances
BUSINESS-TYPE ACTIVITIES				
Capital Assets Not Being Depreciated				
Land	\$ 27,962	\$ -	\$ -	\$ 27,962
Construction in Progress	68,876	-	68,876	-
Total Capital Assets not Being Depreciated	96,838	-	68,876	27,962
Capital Assets Being Depreciated				
Land Improvements	6,454,385	73,172	-	6,527,557
Building and Building Improvements	3,025,584	-	-	3,025,584
Water Distribution System	24,326,711	1,772,359	-	26,099,070
Sewer Distribution System	8,609,080	150,000	-	8,759,080
Vehicles, Equipment and Furniture Lease Assets	1,936,056	140,780	84,779	1,992,057
Vehicles, Equipment and Furniture	59,482	138,123	-	197,605
Total Capital Assets Being Depreciated	44,411,298	2,274,434	84,779	46,600,953
Less Accumulated Depreciation for Capital Assets				
Land Improvements	1,978,467	169,699	-	2,148,166
Building and Building Improvements	1,827,166	118,678	-	1,945,844
Water Distribution System	9,693,773	834,953	-	10,528,726
Sewer Distribution System	6,264,368	163,104	-	6,427,472
Vehicles, Equipment and Furniture Lease Assets	1,230,530	94,041	84,779	1,239,792
Vehicles, Equipment and Furniture	25,492	38,644	-	64,136
Total Accumulated Depreciation for Capital Assets	21,019,796	1,419,119	84,779	22,354,136
Total Capital Assets Being Depreciated, Net	23,391,502	855,315	-	24,246,817
BUSINESS-TYPE ACTIVITIES				
CAPITAL ASSETS, NET	\$ 23,488,340	\$ 855,315	\$ 68,876	\$ 24,274,779

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

5. CAPITAL ASSETS (Continued)

Depreciation expense was charged to functions/programs of the primary government as follows:

GOVERNMENTAL ACTIVITIES

General Government	\$ 126,272
Public Safety	305,681
Municipal Services	883,216
Culture and Recreation	<u>172,705</u>

TOTAL DEPRECIATION EXPENSE - GOVERNMENTAL ACTIVITIES	\$ <u>1,487,874</u>
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Depreciation expense was charged to business-type funds as follows:

BUSINESS-TYPE ACTIVITIES

Waterworks and Sewerage	\$ 1,148,679
Burlington Northern Parking	<u>270,440</u>

TOTAL DEPRECIATION EXPENSE - BUSINESS-TYPE ACTIVITIES	\$ <u>1,419,119</u>
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6. LONG-TERM DEBT

A summary of changes in long-term debt of the Village for the year ended December 31, 2024 is as follows:

A. Governmental Activities Bonds

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements/ Refundings	Ending Balances	Current Portion
\$3,250,000 General Obligation Bonds, dated May 15, 2009, due in annual installments of \$150,000 to \$415,000 plus interest at 2.25% to 4.10% through December 1, 2024.	General Debt Service	\$ 225,000	\$ -	\$ 225,000	\$ -	\$ -
\$3,250,000 General Obligation Bonds, dated February 15, 2012, due in annual installments of \$220,000 to \$300,000 plus interest at 2% to 3% through December 1, 2025.	General Debt Service	595,000	-	295,000	300,000	300,000
\$3,000,000 General Obligation Bonds (Utility Tax Alternate Revenue Source), Series 2015A, due in annual installments of \$255,000 to \$335,000 plus interest at 2.20% to 2.45% through December 1, 2027.	General Debt Service	1,235,000	-	320,000	915,000	325,000

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

A. Governmental Activities Bonds (Continued)

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements/ Refundings	Ending Balances	Current Portion
\$2,480,000 General Obligation Limited Refunding Bonds, Series 2015B, due in annual installments of \$45,000 to \$265,000 plus interest at 2.50% to 3.75% through December 1, 2027.	General Debt Service	\$ 850,000	\$ -	\$ 260,000	\$ 590,000	\$ 265,000
\$4,500,000 General Obligation Bonds, Series 2017, due in annual installments of \$155,000 to \$360,000 plus interest at 3.00% to 3.75% through December 1, 2033.	General Debt Service	3,115,000	-	270,000	2,845,000	275,000
\$1,925,000 General Obligation Bonds, Series 2018, due in annual installments of \$155,000 to \$225,000 plus interest at 4% through December 1, 2028.	Capital Improvement	1,040,000	-	195,000	845,000	200,000
\$3,500,000 General Obligation Bonds, Series 2019, due in annual installments of \$105,000 to \$400,000 plus interest at 2.50% to 3.00% through December 1, 2035.	General Debt Service	2,890,000	-	180,000	2,710,000	185,000
\$4,000,000 General Obligation Bonds, Series 2021A, due in annual installments of \$110,000 to \$820,000 plus interest at 2% through December 1, 2037.	General Debt Service	3,755,000	-	135,000	3,620,000	140,000
\$1,745,000 General Obligation Bonds, Series 2021B, due in annual installments of \$115,000 to \$305,000 plus interest at 2% through December 1, 2033.	General Debt Service	1,455,000	-	-	1,455,000	-
TOTAL GOVERNMENTAL ACTIVITIES BONDS		\$ 15,160,000	\$ -	\$ 1,880,000	\$ 13,280,000	\$ 1,690,000

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

B. General Obligation Promissory Note - Governmental Activities

Issue	Fund Debt Retired by (Direct Placement)	Beginning Balances	Issuances	Retirements	Ending Balances	Current Portion
\$500,000 General Obligation Promissory Note, Series 2018 (direct placement) dated May 7, 2018 due in annual installments of \$50,000 plus interest at 2.95% through November 1, 2027.	General Debt Service	\$ 200,000	\$ -	\$ 50,000	\$ 150,000	\$ 50,000
TOTAL GENERAL OBLIGATION PROMISSORY NOTE		\$ 200,000	\$ -	\$ 50,000	\$ 150,000	\$ 50,000

The Village issued \$1,000,000 General Obligation Promissory Note, Series 2018 on May 7, 2018. The Promissory Note proceeds were allocated between the governmental activities (\$500,000) and the business-type activities (\$500,000). The balance outstanding at December 31, 2024 totaling \$300,000 was allocated \$150,000 to governmental activities and \$150,000 to business-type activities in the Waterworks and Sewerage Fund. These notes were issued directly to a bank.

C. Note Payable

Issue	Fund Debt Retired by (Direct Placement)	Beginning Balances	Issuances	Retirements	Ending Balances	Current Portion
\$350,000 Note Payable (direct placement) dated January 1, 2016 due in annual installments of \$35,000 plus interest at 2.21% through November 1, 2025.	General Debt Service	\$ 70,000	\$ -	\$ 35,000	\$ 35,000	\$ 35,000
TOTAL NOTE PAYABLE		\$ 70,000	\$ -	\$ 35,000	\$ 35,000	\$ 35,000

D. IEPA Loan

The Village, through the Illinois Environmental Protection Agency (IEPA), received a low interest loan for the removal and in-kind replacement of the Central Avenue sewer line. The Village, through the IEPA, received a second low interest loan for the installation of a reverse osmosis system at the water treatment plant.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

D. IEPA Loan (Continued)

The IEPA loans currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances	Current Portion
IEPA Loan II	Waterworks and Sewerage	\$ 4,699,191	\$ -	\$ 444,009	\$ 4,255,182	\$ 449,577
IEPA Loan III	Waterworks and Sewerage	2,402,862	-	130,438	2,272,424	132,849
IEPA Loan IV	Waterworks and Sewerage	943,361	-	45,515	897,846	46,430
IEPA Loan V	Waterworks and Sewerage	405,217	-	20,232	384,985	20,639
IEPA Loan VI	Waterworks and Sewerage	397,534	-	19,053	378,481	19,311
IEPA Loan VII	Waterworks and Sewerage	899,717	-	43,121	856,596	43,705
TOTAL IEPA LOANS		\$ 9,747,882	\$ -	\$ 702,368	\$ 9,045,514	\$ 712,511

E. General Obligation Promissory Note - Business-Type Activities

Issue	Fund Debt Retired by (Direct Placement)	Beginning Balances	Issuances	Retirements	Ending Balances	Current Portion
\$500,000 General Obligation Promissory Note, Series 2018 (direct placement) dated May 7, 2018 due in annual installments of \$50,000 plus interest at 2.95% through November 1, 2027.	Waterworks and Sewerage	\$ 200,000	\$ -	\$ 50,000	\$ 150,000	\$ 50,000
TOTAL GENERAL OBLIGATION PROMISSORY NOTE		\$ 200,000	\$ -	\$ 50,000	\$ 150,000	\$ 50,000

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

F. Changes in Governmental Activities Long-Term Debt

Changes in governmental activities long-term liabilities during the fiscal year were as follows:

	Beginning Balances	Additions	Retirements	Ending Balances	Current Portion
Bonds Payable	\$ 15,160,000	\$ -	\$ 1,880,000	\$ 13,280,000	\$ 1,690,000
General Obligation Promissory Notes (Direct Placement)	200,000	-	50,000	150,000	50,000
Note Payable (Direct Placement)	70,000	-	35,000	35,000	35,000
Leases Payable	240,000	122,495	86,412	276,083	86,298
SBITAs Payable	-	434,626	129,853	304,773	99,648
OPEB Liability*	1,122,041	-	207,370	914,671	72,976
Net Pension Liability - IMRF*	2,325,142	-	919,423	1,405,719	-
Net Pension Liability - Police Pension*	16,891,971	-	638,364	16,253,607	-
Net Pension Liability - Firefighters' Pension*	82,427	-	8,839	73,588	-
Compensated Absences**	409,895	139,759	-	549,654	54,965
Unamortized Bond Premium	310,900	-	51,210	259,690	-
TOTAL GOVERNMENTAL ACTIVITIES LONG-TERM DEBT	\$ 36,812,376	\$ 696,880	\$ 4,006,471	\$ 33,502,785	\$ 2,088,887

*The net pension liability and total other postemployment benefit liability have typically been liquidated in prior years by the General Fund.

**The amount displayed as additions or reductions represents the net change in the liability.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

G. Changes in Business-Type Activities Long-Term Debt

Changes in business-type activities long-term liabilities during the fiscal year were as follows:

	Beginning Balances	Additions	Retirements	Ending Balances	Current Portion
IEPA Loans Payable	\$ 9,747,882	\$ -	\$ 702,368	\$ 9,045,514	\$ 712,511
Leases Payable	35,726	138,124	37,796	136,054	47,260
General Obligation Promissory Notes (Direct Placement)	200,000	-	50,000	150,000	50,000
Asset Retirement Obligation	500,000	-	-	500,000	-
Compensated Absences - Water Waterworks and Sewerage*	61,395	48,877	-	110,272	11,027
Compensated Absences - Burlington Northern Parking Meter*	3,296	2,692	-	5,988	599
OPEB Liability - Waterworks and Sewerage	285,938	-	52,846	233,092	18,597
OPEB Liability - Burlington Northern Parking Meter	20,053	-	3,706	16,347	1,304
Net Pension Liability - IMRF - Waterworks and Sewerage	995,919	-	393,812	602,107	-
Net Pension Liability - IMRF - Burlington Northern Parking Meter	51,032	-	20,179	30,853	-
TOTAL BUSINESS-TYPE ACTIVITIES LONG-TERM DEBT	\$ 11,901,241	\$ 189,693	\$ 1,260,707	\$ 10,830,227	\$ 841,298

*The amount displayed as additions or reductions represents the net change in the liability.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

H. Debt Service to Maturity

The annual requirements to amortize all debt outstanding of the primary government as of December 31, 2024 are as follows:

Fiscal Year	General Obligation Bonds		
	Governmental Activities		
	Principal	Interest	Total
2025	\$ 1,690,000	\$ 349,239	\$ 2,039,239
2026	1,440,000	299,314	1,739,314
2027	1,395,000	258,641	1,653,641
2028	1,175,000	218,456	1,393,456
2029	970,000	186,381	1,156,381
2030	935,000	162,756	1,097,756
2031	815,000	139,300	954,300
2032	835,000	117,663	952,663
2033	860,000	94,975	954,975
2034	765,000	71,150	836,150
2035	780,000	52,000	832,000
2036	800,000	32,400	832,400
2037	820,000	16,400	836,400
TOTAL	\$ 13,280,000	\$ 1,998,675	\$ 15,278,675

Fiscal Year	Promissory Notes (Direct Placement)			Promissory Notes (Direct Placement)		
	Governmental Activities			Business-Type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2025	\$ 50,000	\$ 4,425	\$ 54,425	\$ 50,000	\$ 4,425	\$ 54,425
2026	50,000	2,950	52,950	50,000	2,950	52,950
2027	50,000	1,475	51,475	50,000	1,475	51,475
TOTAL	\$ 150,000	\$ 8,850	\$ 158,850	\$ 150,000	\$ 8,850	\$ 158,850

Fiscal Year	Note Payable (Direct Placement)		
	Principal	Interest	Total
2025	\$ 35,000	\$ 774	\$ 35,774
TOTAL	\$ 35,000	\$ 774	\$ 35,774

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

H. Debt Service to Maturity (Continued)

Fiscal Year	IEPA Loan II			IEPA Loan III		
	Principal	Interest	Total	Principal	Interest	Total
2025	\$ 449,577	\$ 51,789	\$ 501,366	\$ 132,849	\$ 41,204	\$ 174,053
2026	455,214	46,152	501,366	135,304	38,749	174,053
2027	460,922	40,444	501,366	137,806	36,247	174,053
2028	466,702	34,664	501,366	140,353	33,700	174,053
2029	472,554	28,812	501,366	142,947	31,106	174,053
2030	478,479	22,887	501,366	145,590	28,464	174,054
2031	484,479	16,887	501,366	148,281	25,772	174,053
2032	490,553	10,813	501,366	151,022	23,032	174,054
2033	496,702	4,661	501,363	153,813	20,240	174,053
2034	-	-	-	156,656	17,397	174,053
2035	-	-	-	159,552	14,501	174,053
2036	-	-	-	162,501	11,552	174,053
2037	-	-	-	165,505	8,548	174,053
2038	-	-	-	168,564	5,489	174,053
2039	-	-	-	171,681	2,372	174,053
2040	-	-	-	-	-	-
2041	-	-	-	-	-	-
TOTAL	\$ 4,255,182	\$ 257,109	\$ 4,512,291	\$ 2,272,424	\$ 338,373	\$ 2,610,797

Fiscal Year	IEPA Loan IV			IEPA Loan V		
	Principal	Interest	Total	Principal	Interest	Total
2025	\$ 46,430	\$ 17,727	\$ 64,157	\$ 20,639	\$ 7,597	\$ 28,236
2026	47,363	16,793	64,156	21,053	7,183	28,236
2027	48,315	15,841	64,156	21,477	6,759	28,236
2028	49,286	14,870	64,156	21,909	6,327	28,236
2029	50,276	13,880	64,156	22,349	5,887	28,236
2030	51,287	12,869	64,156	22,798	5,438	28,236
2031	52,318	11,838	64,156	23,256	4,980	28,236
2032	53,370	10,786	64,156	23,724	4,512	28,236
2033	54,443	9,713	64,156	24,200	4,036	28,236
2034	55,536	8,620	64,156	24,687	3,549	28,236
2035	56,653	7,503	64,156	25,183	3,053	28,236
2036	57,792	6,364	64,156	25,690	2,546	28,236
2037	58,953	5,203	64,156	26,206	2,030	28,236
2038	60,139	4,017	64,156	26,733	1,503	28,236
2039	61,347	2,809	64,156	27,270	966	28,236
2040	62,580	1,576	64,156	27,811	418	28,229
2041	31,758	318	32,076	-	-	-
TOTAL	\$ 897,846	\$ 160,727	\$ 1,058,573	\$ 384,985	\$ 66,784	\$ 451,769

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

H. Debt Service to Maturity (Continued)

Fiscal Year	IEPA Loan VI			IEPA Loan VII		
	Principal	Interest	Total	Principal	Interest	Total
2025	\$ 19,311	\$ 5,045	\$ 24,356	\$ 43,705	\$ 11,417	\$ 55,122
2026	19,572	4,783	24,355	44,297	10,825	55,122
2027	19,838	4,518	24,356	44,897	10,225	55,122
2028	20,106	4,249	24,355	45,505	9,617	55,122
2029	20,379	3,977	24,356	46,121	9,001	55,122
2030	20,655	3,701	24,356	46,747	8,375	55,122
2031	20,934	3,421	24,355	47,380	7,743	55,123
2032	21,218	3,137	24,355	48,021	7,101	55,122
2033	21,505	2,850	24,355	48,672	6,450	55,122
2034	21,797	2,559	24,356	49,332	5,791	55,123
2035	22,092	2,263	24,355	50,000	5,122	55,122
2036	22,391	1,964	24,355	50,677	4,446	55,123
2037	22,695	1,661	24,356	51,363	3,759	55,122
2038	23,002	1,353	24,355	52,059	3,063	55,122
2039	23,313	1,042	24,355	52,764	2,358	55,122
2040	23,629	726	24,355	53,478	1,644	55,122
2041	23,949	406	24,355	54,203	919	55,122
2042	12,095	83	12,178	27,375	185	27,560
TOTAL	\$ 378,481	\$ 47,738	\$ 426,219	\$ 856,596	\$ 108,041	\$ 964,637

I. Special Assessment Bonds

The Village issued \$55,000,000 Special Assessment Bonds, Series 2006 for the purpose of providing funds to finance the acquisition and construction of a local improvement. The Village is not obligated in any manner for the repayment of the bonds as defined by GASB Statement No. 6. These bonds are not an obligation of the Village and are secured by the levy of special assessments on the real property within the special assessment area. The Village is in no way liable for repayment but is only acting as an agent. The bonds are paid through new property sales in the special assessment area which are then collected by the bondholder. At December 31, 2024, \$8,946,000 of the Special Assessment Bonds was outstanding.

J. Pledged Revenues

The Village issued the Series 2015A General Obligation Bonds (Utility Tax Alternate Revenue Source). The issue is payable from a pledge of the Village's utility taxes on electricity and gas, and is being repaid by the General Fund. The remaining pledge of utility taxes is displayed in Note 6A, debt service requirements to maturity, with the pledge for the Series 2015A General Obligation Bonds (Utility Tax Alternate Revenue Source) expiring December 1, 2027, when the bonds are paid off. During the current fiscal year, 55.82% of the pledged revenue of utility taxes of \$624,301 was used for the principal and interest payments of \$320,000 and \$28,473, respectively.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

K. Asset Retirement Obligations

The Village has recognized an asset retirement obligation (ARO) and related deferred outflow of resources in connection with its obligation to seal and abandon various water wells at the end of their estimated useful lives in accordance with federal, state and/or local requirements. The ARO was measured using actual historical costs for similar abandonments, adjusted for inflation through the end of the year. The Village estimates the useful lives of the water wells is 100 years.

L. Leases Payable

The Village has entered into leases for the right-to-use equipment and vehicles. The leases are payable in monthly principal and interest installments ranging from \$178 to \$4,549. The lease periods extend through July 2029. The total intangible right-to-use assets acquired under these leases were \$452,520 for governmental activities, and \$197,605 for business-type activities. There were no variable payments being paid that are not part of the lease payable.

Issue	Governmental Activities				
	Balances January 1	Additions	Reductions	Balances December 31	Current Portion
Vehicle	\$ 7,270	\$ -	\$ 2,598	\$ 4,672	\$ 2,750
Vehicle	5,318	-	1,901	3,417	2,011
Vehicle	5,275	-	1,886	3,389	1,995
Vehicle	12,144	-	11,181	963	963
Vehicle	10,781	-	6,652	4,129	4,130
Vehicle	23,271	-	5,168	18,103	5,763
Vehicle	31,828	-	9,796	22,032	10,293
Vehicle	-	69,062	12,513	56,549	16,873
Vehicle	-	53,433	4,274	49,159	10,171
Equipment	144,113	-	30,443	113,670	31,349
TOTAL	\$ 240,000	\$ 122,495	\$ 86,412	\$ 276,083	\$ 86,298

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

L. Leases Payable (Continued)

The vehicles are liquidated by the Capital Improvements Fund. The equipment is liquidated by the General Fund.

Issue	Business-Type Activities				
	Balances January 1	Additions	Reductions	Balances December 31	Current Portion
Vehicle	\$ 7,270	\$ -	\$ 2,598	\$ 4,672	\$ 2,750
Vehicle	7,270	-	2,598	4,672	2,750
Vehicle	5,318	-	1,901	3,417	2,012
Vehicle	5,318	-	1,901	3,417	2,012
Vehicle	5,275	-	1,886	3,389	1,995
Vehicle	5,275	-	1,886	3,389	1,995
Vehicle	-	69,062	12,513	56,549	16,873
Vehicle	-	69,062	12,513	56,549	16,873
TOTAL	\$ 35,726	\$ 138,124	\$ 37,796	\$ 136,054	\$ 47,260

The following schedule reflects the Village's future obligations under the lease payable:

Fiscal Year	Governmental Activities			Business-Type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2025	\$ 86,298	\$ 8,652	\$ 94,950	\$ 47,260	\$ 3,602	\$ 50,862
2026	82,017	5,290	87,307	44,115	1,925	46,040
2027	68,635	2,386	71,021	35,623	771	36,394
2028	32,598	543	33,141	9,056	42	9,098
2029	6,535	156	6,691	-	-	-
TOTAL	\$ 276,083	\$ 17,027	\$ 293,110	\$ 136,054	\$ 6,340	\$ 142,394

M. SBITAs Payable

The Village has entered into subscription arrangements for public safety and general government financial software lasting up to five years. At December 31, 2024, the Village reported SBITA assets of \$434,626 and liabilities in the amount of \$304,773. Principal reduction of \$129,853 was reported for the year ended December 31, 2024.

Issue	Governmental Activities				
	Balances January 1	Additions	Reductions	Balances December 31	Current Portion
SBITAs	\$ -	\$ 434,626	\$ 129,853	\$ 304,773	\$ 99,648
TOTAL	\$ -	\$ 434,626	\$ 129,853	\$ 304,773	\$ 99,648

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

M. SBITAs Payable (Continued)

The following schedule reflects the Village's future obligations under the lease payable:

Fiscal Year	Governmental Activities		
	Principal	Interest	Total
2025	\$ 99,648	\$ 8,377	\$ 108,025
2026	77,878	7,037	84,915
2027	62,208	4,773	66,981
2028	65,039	1,903	66,942
TOTAL	\$ 304,773	\$ 22,090	\$ 326,863

7. LESSOR DISCLOSURES

The Village has entered into leases to lease out cell towers and facility space to unrelated third parties. The leases are payable in monthly principal and interest installments ranging from \$555 to \$22,646. The lease periods extend through November 2051. The total amount of lease and interest revenue earned was \$713,135 and \$79,900, respectively, for the year ended December 31, 2024. The lease receivable and deferred inflows for leases is \$3,201,105 and \$3,057,982, respectively, at December 31, 2024.

8. OTHER POSTEMPLOYMENT BENEFITS

A. Plan Description

In addition to providing the pension benefits described, the Village provides postemployment health care benefits (OPEB) for retired and certain disabled employees through a single-employer defined benefit plan (the Plan). The benefits, benefit levels, employee contributions and employer contributions are governed by the Village and can be amended by the Village through its personnel manual and union contracts.

The Plan is not accounted for as a trust fund, as an irrevocable trust has not been established to account for the Plan. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. The Plan does not issue a separate report. The activity of the Plan is reported in the Village's governmental and business-type activities.

8. OTHER POSTEMPLOYMENT BENEFITS (Continued)

B. Benefits Provided

The Village provides pre and post-Medicare postretirement health insurance to retirees, their spouses and dependents (enrolled at time of employee's retirement). To be eligible for benefits, the employee must qualify for retirement under one of the Village's three retirement plans. The retirees pay the blended premium which results in an implicit subsidy to the Village. Upon a retiree becoming eligible for Medicare, the amount payable under the Village's health plan will be reduced by the amount payable under Medicare for those expenses that are covered under both. In addition, the Village pays 100% of the health insurance premium for life of eligible disabled public safety employees, which results in an explicit subsidy to the Village.

C. Membership

At December 31, 2024, membership for the Village and the Library combined consisted of:

Inactive Employees or Beneficiaries Currently	
Receiving Benefit Payments	7
Inactive Employees Entitled to but not yet	
Receiving Benefit Payments	-
Active Employees	<u>78</u>
 TOTAL	 <u>85</u>

The membership data above encompasses both Library and Village members.

D. Total OPEB Liability

The Village's total OPEB liability of \$1,164,110 was measured as of December 31, 2024 and was determined by an actuarial valuation as of January 1, 2025.

E. Actuarial Assumptions and Other Inputs

The total OPEB liability at December 31, 2024, as determined by an actuarial valuation as of January 1, 2025, was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

8. OTHER POSTEMPLOYMENT BENEFITS (Continued)

E. Actuarial Assumptions and Other Inputs (Continued)

Actuarial Cost Method	Entry-Age Normal
Actuarial Value of Assets	N/A
Salary Increases	2.75%
Discount Rate	4.08%
Healthcare Cost Trend Rates	7.80% to 7.90% Initial 5.00% Ultimate

The discount rate was based on The Bond Buyer 20-Bond GO Index, which is based on an average of certain general obligation municipal bonds maturing in 20 years and having an average rating equivalent of Moody's Aa2 and Standard & Poor's AA.

F. Changes in the Total OPEB Liability

	<u>Total OPEB Liability</u>
BALANCES AT JANUARY 1, 2024	<u>\$ 1,428,032</u>
Changes for the Period	
Service Cost	112,010
Interest	45,041
Difference Between Expected and Actual Experience	(353,778)
Changes in Assumptions	25,682
Benefit Payments	<u>(92,877)</u>
Net Changes	<u>(263,922)</u>
BALANCES AT DECEMBER 31, 2024	<u><u>\$ 1,164,110</u></u>

There were changes in assumptions related to the discount rate and healthcare cost trend rates since the previous measurement date.

8. OTHER POSTEMPLOYMENT BENEFITS (Continued)

G. Rate Sensitivity

The following is a sensitivity analysis of the total OPEB liability to changes in the discount rate and the healthcare cost trend rate. The table below presents the total OPEB liability of the Village calculated using the discount rate of 4.08% as well as what the Village total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (3.08%) or 1 percentage point higher (5.08%)

	1% Decrease (3.08%)	Current Discount Rate (4.08%)	1% Increase (5.08%)
Total OPEB Liability	\$ 1,270,421	\$ 1,164,110	\$ 1,069,917

The table below presents the total OPEB liability of the Village calculated using the healthcare rate of 7.80%-7.90% to 5.00% as well as what the Village's total OPEB liability would be if it were calculated using a healthcare rate that is 1 percentage point lower 6.80%-6.90% to 4.00% or 1 percentage point higher 8.80%-8.90% to 6.00% than the current rate:

	1% Decrease (varies)	Current Healthcare Rate (varies)	1% Increase (varies)
Total OPEB Liability	\$ 1,042,362	\$ 1,164,110	\$ 1,308,472

H. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2024, the Village recognized OPEB expense/(income) of \$(263,922). At December 31, 2024, there are no deferred outflows of resources and deferred inflows of resources to report as the alternative measurement method has been used. Under the alternative measurement method, changes to the OPEB liability will be immediately recognized through OPEB expense.

9. RISK MANAGEMENT

The Village participates in the Intergovernmental Risk Management Agency (IRMA). IRMA is an organization of municipalities and special districts in Northeastern Illinois which have formed an association under the Illinois Intergovernmental Cooperations Statute to pool its risk management needs. The agency administers a mix of self-insurance and commercial insurance coverages; property/casualty and workers' compensation claim administration/litigation management services; unemployment claim administration; extensive risk management/loss control consulting and training programs; and a risk information system and financial reporting service for its members.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

9. RISK MANAGEMENT (Continued)

The Village's payments to IRMA are displayed on the financial statements as expenditures/expenses in appropriate funds. The Village assumes the first \$2,500 of each occurrence, and IRMA has a mix of self-insurance and commercial insurance at various amounts above that level, which is the same coverage as the prior year.

Each member appoints one delegate, along with an alternate delegate, to represent the member on the Board of Directors. The Village does not exercise any control over the activities of IRMA beyond its representation on the Board of Directors.

Initial contributions are determined each year based on the individual member's eligible revenue as defined in the by-laws of IRMA and experience modification factors based on past member loss experience. Members have a contractual obligation to fund any deficit of IRMA attributable to a membership year during which they were a member. Supplemental contributions may be required to fund these deficits.

The Village is not aware of any additional amounts owed to IRMA for the current or prior claim years as of December 31, 2024.

In addition, the Village purchases third party indemnity insurance to cover its exposure for employee health.

10. INDIVIDUAL FUND DISCLOSURES

A. Transfers

Transfers between funds during the year were as follows:

	Transfers In	Transfers Out
General	\$ -	\$ 2,848,473
Capital Improvement	1,500,000	92,447
Debt Service	440,920	-
Nonmajor Governmental	1,000,000	1,000,000
Waterworks and Sewerage	1,000,000	-
TOTAL ALL FUNDS	\$ 3,940,920	\$ 3,940,920

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

10. INDIVIDUAL FUND DISCLOSURES

A. Transfers

The purposes of significant interfund transfers are as follows:

- \$440,920 transferred to the Debt Service Fund from the General Fund (\$348,473) is for the repayment of the 2015A GO Alternate Revenue Bonds; and the Capital Improvement Fund (\$92,447) for the repayment of the fire truck note dated 2016 and the Series 2018 promissory note.
- \$1,500,000 transferred to the Capital Improvement Fund from the General Fund for various capital projects.
- \$1,000,000 transferred to the Nonmajor Governmental Funds (Special Purpose Reserve Fund) from the General Fund for excess reserves.
- \$1,000,000 transferred to the Waterworks and Sewerage Fund from the Nonmajor Governmental Funds (Special Purpose Reserve Fund) for meter change-out program

None of the transfers will be repaid.

B. Due From/To

Due from/to other funds at December 31, 2024 consist of the following:

	Due From (Receivable)	Due To (Payable)
General Fund	\$ -	\$ 81
Police Pension Fund	81	-
TOTAL	\$ 81	\$ 81

\$81 is due from the General Fund to the Police Pension Fund for the second installment of the 2023 Property Tax Levy. The amounts will be repaid within one year.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

10. INDIVIDUAL FUND DISCLOSURES (Continued)

C. Advance

Advances from/to other funds at December 31, 2024 consist of the following:

	Advance From (Payable)	Advance To (Receivable)
Nonmajor Governmental Funds	\$ 697,433	\$ 1,907,045
Waterworks and Sewerage Fund	-	624,188
Burlington Northern Parking Fund	1,806,600	-
Firefighters' Pension Fund	27,200	-
TOTAL	<u>\$ 2,531,233</u>	<u>\$ 2,531,233</u>

The purposes of significant advances are as follows:

- The purpose of the \$24,000 advance to the Nonmajor Governmental Funds (Ridgewood Oaks Improvement Fund) from the Waterworks and Sewerage Fund is to eliminate negative cash balances; the amounts will not be repaid within one year.
- The purpose of the \$29,245 advance to the Nonmajor Governmental Funds (Ridgewood Oaks Improvement Fund) from the Special Purpose Reserve Fund is to eliminate negative cash balances; the amounts will not be repaid within one year.
- The purpose of the \$1,806,600 advance to the Burlington Northern Parking Fund from the Special Purpose Reserve Fund is to eliminate negative cash balances; the amounts will not be repaid within one year.
- The purpose of the \$68,000 advance to the Nonmajor Governmental Funds (Roadway Grant Fund) from the Special Purpose Reserve Fund is to eliminate negative cash balances; the amounts will not be repaid within one year.
- The purpose of the \$27,200 advance to the Firefighters' Pension Fund from the Special Purpose Reserve Fund is to alleviate negative cash balances in prior years; the amounts will not be repaid within one year.

10. INDIVIDUAL FUND DISCLOSURES (Continued)

D. Deficit Fund Balances

The following funds reported deficit fund balances at December 31, 2024:

Fund	Total
Roadway Grant	\$ 6,222
Ridgewood Oaks Improvement	29,239
South TIF District	78,297

11. CONTINGENT LIABILITIES

a. Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal or state government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the Village expects such amounts, if any, to be immaterial.

b. Litigation

The Village is party to various matters involving disputes and/or litigation. While it is not possible at this time to determine the outcome of these matters, management believes that the ultimate liability, if any, will not be material to the financial statements.

12. DEFINED BENEFIT PENSION PLANS

The Village contributes to three defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), an agent multiple-employer public employee retirement system; the Police Pension Plan which is a single-employer pension plan; and the Firefighters' Pension Plan which is also a single-employer pension plan. The benefits, benefit levels, employee contributions and employer contributions for all three plans are governed by ILCS and can only be amended by the Illinois General Assembly. None of the pension plans issue separate reports on the pension plans. However, IMRF does issue a publicly available report that includes financial statements and supplementary information for the plan as a whole, but not for individual employers. That report can be obtained from IMRF, 2211 York Road, Suite 500, Oak Brook, Illinois 60523 or www.imrf.org.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

The table below is a summary for all pension plans as of and for the year ended December 31, 2024:

	IMRF (Village only)	Police Pension	Firefighters' Pension	Total
Net Pension Liability	\$ 2,038,679	\$ 16,253,607	\$ 73,588	\$ 18,365,874
Deferred Outflows of Resources	2,003,955	2,580,102	2,607	4,586,664
Deferred Inflows of Resources	11,322	529,639	-	540,961
Pension Expense	(39,207)	2,543,829	7,113	2,511,735

A. Plan Descriptions

Illinois Municipal Retirement Fund

Plan Administration

All employees (other than those covered by the Police Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members.

The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. The plan is treated as a cost-sharing plan by the Village and the Library. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

Plan Membership

At December 31, 2023 (most recent available), IMRF membership for the Village and the Library combined consisted of:

Inactive Employees or their Beneficiaries	
Currently Receiving Benefits	98
Inactive Employees Entitled to but not yet Receiving Benefits	68
Active Employees	59
TOTAL	225

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Benefits Provided

All employees (other than those covered by the Police Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. IMRF provides two tiers of pension benefits. Employees hired prior to January 1, 2011, are eligible for Tier 1 benefits. For Tier 1 employees, pension benefits vest after eight years of service. Participating members who retire at age 55 (reduced benefits) or after age 60 (full benefits) with eight years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1 2/3% of their final rate of earnings, for each year of credited service up to 15 years, and 2% for each year thereafter.

Employees hired on or after January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating members who retire at age 62 (reduced benefits) or after age 67 (full benefits) with ten years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1 2/3% of their final rate of earnings, for each year of credited service up to 15 years, and 2% for each year thereafter.

IMRF also provides death and disability benefits. These benefit provisions and all are established by state statute.

Contributions

Participating members are required to contribute 4.50% of their annual salary to IMRF. The Village is required to contribute the remaining amounts necessary to fund IMRF as specified by statute. The employer contribution for the year ended December 31, 2024 was 8.95% of covered payroll.

Actuarial Assumptions

The Village's net pension liability was measured as of December 31, 2023 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation performed as of the same date using the following actuarial methods and assumptions.

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Actuarial Assumptions (Continued)

Actuarial Valuation Date	December 31, 2023
Actuarial Cost Method	Entry-Age Normal
Assumptions	
Inflation	2.25%
Salary Increases	2.85% to 13.75%
Interest Rate	7.25%
Cost of Living Adjustments	3.00%
Asset Valuation Method	Fair Value

For non-disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 108.0%) and Female (adjusted 106.4%) tables and future mortality improvements projected using scale MP-2021. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables and future mortality improvements projected using scale MP-2021. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables and future mortality improvements projected using scale MP-2021.

Discount Rate

The discount rate used to measure the total pension liability at December 31, 2023 was 7.25%. The discount rate used to measure the total pension liability at December 31, 2022 was also 7.25%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the village contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the IMRF's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Changes in the Net Pension Liability

	(a) Total Pension Liability	(b) Plan Fiduciary Net Position	(a) - (b) Net Pension Liability
BALANCES AT JANUARY 1, 2023	\$ 32,351,513	\$ 28,364,645	\$ 3,986,868
Changes for the Period			
Service Cost	412,806	-	412,806
Interest	2,289,608	-	2,289,608
Difference between Expected and Actual Experience	195,542	-	195,542
Changes in Assumptions	(21,055)	-	(21,055)
Employer Contributions	-	370,173	(370,173)
Employee Contributions	-	205,423	(205,423)
Net Investment Income	-	3,167,766	(3,167,766)
Benefit Payments and Refunds	(1,954,239)	(1,954,239)	-
Other (Net Transfer)	-	710,051	(710,051)
Net Changes	922,662	2,499,174	(1,576,512)
BALANCES AT DECEMBER 31, 2023	\$ 33,274,175	\$ 30,863,819	\$ 2,410,356

The table presented above includes amounts for both the Village and the Library. The Village's proportionate share of the net pension liability at January 1, 2023, the employer contributions and the net pension liability at December 31, 2023 was, \$3,372,093, \$313,092 and \$2,038,679, respectively. The Library's proportionate share of the net pension liability at January 1, 2023, the employer contributions and the net pension liability at December 31, 2023 was \$614,775, \$57,081 and \$371,677, respectively.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended December 31, 2024, the Village recognized pension expense/(income) of \$(39,207).

At December 31, 2024, the Village reported deferred outflows of resources and deferred inflows of resources related to IMRF from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference Between Expected and Actual Experience	\$ 245,789	\$ -
Changes in Assumption	-	11,322
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	1,389,910	-
Contributions Made Subsequent to the Measurement Date	368,256	-
TOTAL	<u>\$ 2,003,955</u>	<u>\$ 11,322</u>

\$368,256 reported as deferred outflows of resources related to pensions resulting from Village contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the reporting year ending December 31, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to IMRF will be recognized in pension expense as follows:

<u>Year Ending December 31,</u>	
2025	\$ 335,467
2026	510,200
2027	970,801
2028	(192,091)
2029	-
TOTAL	<u>\$ 1,624,377</u>

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate of 7.25% as well as what the Village's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.25%) or 1 percentage point higher (8.25%) than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Net Pension Liability (Asset) - Village	\$ 5,097,314	\$ 2,038,679	\$ (339,479)
Net Pension Liability (Asset) - Library	929,305	371,677	(61,891)
Net Pension Liability (Asset) - Total	<u>\$ 6,026,619</u>	<u>\$ 2,410,356</u>	<u>\$ (401,370)</u>

Police Pension Plan

Plan Administration

Police sworn personnel are covered by the Police Pension Plan. Although this is a single-employer pension plan, the defined benefits and employee and employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The Village accounts for the plan as a pension trust fund.

The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

The plan is governed by a five-member Board of Trustees. Two members of the board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active police employees.

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Plan Membership

At December 31, 2024, the measurement date, membership consisted of:

Inactive Plan Members of Beneficiaries	
Currently Receiving Benefits	33
Inactive Plan Members Entitled to but not yet Receiving Benefits	8
Active Employees	<u>20</u>
 TOTAL	 <u><u>61</u></u>

Benefits Provided

The Police Pension Plan provides retirement benefits as well as death and disability benefits. Tier 1 employees (those hired prior to January 1, 2011) attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit equal to one-half of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive 2.50% of salary for each year of service. The monthly benefit shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3% of the original pension and 3% compounded annually thereafter.

Tier 2 employees (those hired on or after January 1, 2011) attaining the age of 55 or older with ten or more years of creditable service are entitled to receive an annual retirement benefit equal to the greater of the average monthly salary obtaining by dividing the total salary during the 48 consecutive months of service within the last of 60 months in which the total salary was the highest by the number of months in that period; or the average monthly salary obtained by dividing the total salary of the police officer during the 96 consecutive months of service within the last 120 months of service in which the total salary was the highest by the number of months of service in that period. Police officers' salary for pension purposes is capped at \$106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3% compounded. The annual benefit shall be increased by 2.50% of such salary for

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Benefits Provided (Continued)

each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least ten years may retire at or after age 50 and receive a reduced benefit (i.e., $\frac{1}{2}\%$ for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police officer retires, or the first anniversary of the pension starting date, whichever is later.

Contributions

Employees are required by ILCS to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. Effective January 1, 2011, the Village has until the year 2040 to fund 90% of the past service cost for the Police Pension Plan. The Village has chosen a policy to fund 100% of the past service costs by 2033. For the year ended December 31, 2024, the Village's contribution was 95.84% of covered payroll.

Illinois Police Officers' Pension Investment Fund

The Illinois Police Officers' Pension Investment Fund (IPOPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate police pension funds. IPOPIF was created by Public Act 101-0610 and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds as defined in 40 ILCS 5/22B-105. Participation in IPOPIF by Illinois suburban and downstate police pension funds is mandatory.

Deposits with Financial Institutions

The plan retains all of its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the plan. The excess of available cash is required to be transferred to IPOPIF for purposes of the long-term investment for the plan.

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Deposits with Financial Institutions (Continued)

Custodial credit risk for deposits with financial institutions is the risk that in the event of bank failure, the plan's deposits may not be returned to it. The plan's investment policy requires pledging of collateral for all bank balances held in the plan's name in excess of federal depository insurance, at amounts ranging from 110% to 115% of the fair market value of the funds secured, with the collateral held by an independent third party or the Federal Reserve Bank.

Investments

Investments of the plan are combined in a commingled external investment pool and held by IPOPIF. A schedule of investment expenses is included in IPOPIF's annual report. For additional information on IPOPIF's investments, please refer to their annual report. A copy of that report can be obtained from IPOPIF at 456 Fulton Street, Suite 402, Peoria, IL 61602 or at www.ipopif.org.

Fair Value Measurement

The plan categorizes fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. The plan held no investments subject to fair value measurement at December 31, 2024.

Net Asset Value

The Net Asset Value (NAV) of the plan's pooled investment in IPOPIF was \$19,996,385 at December 31, 2024. The pooled investments consist of the investments as noted in the target allocation table below. Investments in IPOPIF are valued at IPOPIF's share price, which is the price the investment could be sold. There are no unfunded commitments at December 31, 2024. The plan may redeem shares with a seven calendar day notice. IPOPIF may, at its sole discretion and based on circumstances, process redemption requests with fewer than a seven calendar day notice. Regular redemptions of the same amount on a particular day of the month may be arranged with IPOPIF.

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Investment Policy

IPOPIF's investment policy was originally adopted by the Board of Trustees on December 17, 2021. IPOPIF has the authority to invest trust fund assets in any type of security subject to the requirements and restrictions set forth in the Illinois Pension Code and is not restricted by the Pension Code sections that pertain exclusively to the Article 3 participating police pension funds. IPOPIF shall be subject to the provisions of the Illinois Pension Code including, but not limited to, utilization of emerging investment managers and utilization of businesses owned by minorities, women and persons with disabilities.

Investment Rate of Return

For the year ended December 31, 2024, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 9.53%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Discount Rate

The discount rate used to measure the total pension liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the Village contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Changes in the Net Pension Liability

	(a) Total Pension Liability	(b) Plan Fiduciary Net Position	(a) - (b) Net Pension Liability
BALANCES AT JANUARY 1, 2024	\$ 36,134,853	\$ 19,242,882	\$ 16,891,971
Changes for the Period			
Service Cost	532,104	-	532,104
Interest	2,357,231	-	2,357,231
Difference between Expected and Actual Experience	874,218	-	874,218
Changes in Assumptions	(500,731)	-	(500,731)
Changes in Benefit Terms	-	-	-
Employer Contributions	-	1,920,541	(1,920,541)
Employee Contributions	-	198,579	(198,579)
Net Investment Income	-	1,806,809	(1,806,809)
Benefit Payments and Refunds	(2,425,832)	(2,425,832)	-
Administrative Expense	-	(24,743)	24,743
Net Changes	836,990	1,475,354	(638,364)
BALANCES AT DECEMBER 31, 2024	\$ 36,971,843	\$ 20,718,236	\$ 16,253,607

The plan fiduciary net position as a percentage of the total pension liability at December 31, 2024 was 56.04%.

There was a change with respect to actuarial assumptions in 2024 to reflect revised expectations with respect to the assumed rate on High Quality 20-Year Tax-Exempt General Obligation Bonds as it was changed from 3.26% to 4.08%. There were also changes related to inflation rate, individual pay increases, retirement rates, termination rates, disability rates, mortality rates, mortality improvement rates and duty death probability.

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Actuarial Assumptions

The total pension liability above was determined by an actuarial valuation using the following actuarial methods and assumptions.

Actuarial Valuation Date	December 31, 2024
Actuarial Cost Method	Entry-Age Normal
Assumptions	
Inflation	2.50%
Salary Increases	2.50% to 11.65%
Interest Rate	6.75%
Cost of Living Adjustments	3.00% (Tier 1) 2.52% (Tier 2)
Asset Valuation Method	Fair Value

Active and Disabled Mortality follows the Sex Distinct Raw Rates as developed in the PubS-2010(A) Study improved to 2021 using MP-2021 Improvement Rates. These rates are then improved generationally using MP-2021 Improvement Rates. 25% of active Member deaths are assumed to be in the Line of Duty.

Retiree Mortality follows the L&A Assumption Study for Police 2024. These rates are experience weighted with the Sex Distinct Raw Rates as developed in the PubS-2010(A) Study improved to 2021 using MP-2021 Improvement Rates. These rates are then improved generationally using MP-2021 Improvement Rates.

Spouse Mortality follows the L&A Assumption Study for Police 2024. These rates are experience weighted with the Sex Distinct Raw Rates as developed in the PubS-2010(A) Study for contingent survivors improved to 2021 using MP-2021 Improvement Rates. For all rates not provided there (ages 45 and younger) the PubG-2010 Study for general employees was used. These rates are then improved generationally using MP-2021 Improvement Rates.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the Village calculated using the discount rate of 6.75% as well as what the Village's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.75%) or 1 percentage point higher (7.75%) than the current rate:

	1% Decrease (5.75%)	Current Discount Rate (6.75%)	1% Increase (7.75%)
Net Pension Liability	\$ 20,698,424	\$ 16,253,607	\$ 12,576,680

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended December 31, 2024, the Village recognized pension expense of \$2,543,829. At December 31, 2024, the Village reported deferred outflows of resources and deferred inflows of resources related to the police pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between Expected and Actual Experience	\$ 1,536,540	\$ 158,296
Changes in Assumptions	76,106	371,343
Net Difference between Projected and Actual Earnings on Pension Plan Investments	967,456	-
TOTAL	\$ 2,580,102	\$ 529,639

Changes in the net pension liability related to the difference in actual and expected experience or changes in assumptions regarding future events, are recognized in pension expense over the expected remaining service life of all employees (active and retired) in the plan. Differences in projected and actual earnings over the measurement period are recognized over a five-year period.

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to the police pension will be recognized in pension expense as follows:

<u>Year Ending December 31,</u>	
2025	\$ 1,323,475
2026	1,053,606
2027	(222,801)
2028	(103,817)
2029	-
Thereafter	-
TOTAL	<u>\$ 2,050,463</u>

Firefighters' Pension Plan

Plan Administration

Firefighter sworn personnel are covered by the Firefighters' Pension Plan, a single-employer defined benefit pension plan sponsored by the Village. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/4-101) and may be amended only by the Illinois legislature. The Village accounts for the plan as a pension trust fund.

The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

The plan is governed by a five-member Board of Trustees. Two members of the board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active firefighter employees.

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Firefighters' Pension Plan (Continued)

Plan Membership

At December 31, 2024, the measurement date, membership consisted of:

Inactive Plan Members or Beneficiaries	
Currently Receiving Benefits	1
Inactive Plan Members Entitled to but not yet Receiving Benefits	-
Active Employees	-
TOTAL	<u><u>1</u></u>

Benefits Provided

The following is a summary of benefits of the plan as provided for in ILCS:

The Firefighters' Pension Plan provides retirement benefits as well as death and disability benefits. Tier 1 employees (those hired prior to January 1, 2011) attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit equal to one-half of the salary attached to the rank held at the date of retirement. The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least ten years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3% of the original pension and 3% compounded annually thereafter.

Tier 2 employees (those hired on or after January 1, 2011) attaining the age of 55 or older with ten or more years of creditable service are entitled to receive an annual retirement benefit equal to the greater of the average monthly salary obtaining by dividing the total salary during the 48 consecutive months of service within the last of 60 months in which the total salary was the highest by the number of months in that period; or the average monthly salary obtained by dividing the total salary of the firefighter during the 96 consecutive months of service within the last 120 months of service in which the total salary was the highest by the number of months of service in that period. Firefighters' salary for pension purposes is capped at \$106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3%

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Firefighters' Pension Plan (Continued)

Benefits Provided (Continued)

compounded. The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least ten years may retire at or after age 50 and receive a reduced benefit (i.e., ½% for each month under 55). The monthly benefit of a Tier 2 firefighter shall be increased annually at age 60 on the January 1st after the firefighter retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3% or ½ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions

Covered employees are required to contribute 9.455% of their base salary to the Firefighters' Pension Plan. If an employee leaves covered employment with fewer than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. Contributions are recognized when due pursuant to formal commitments, as well as statutory or contractual requirements. Benefits and refunds are recognized when due and payable in accordance with the terms of the Firefighters' Pension Plan. The costs of administering the Firefighters' Pension Plan are financed through investment earnings. The Village is required to finance the Firefighters' Pension Plan as actuarially determined by an enrolled actuary. Effective January 1, 2011, the Village has until the year 2040 to fund 90% of the past service cost for the Firefighters' Pension Plan. The Village has chosen a policy to fund 100% of the past service costs by 2033. For the year ended December 31, 2024, the Village's contribution was 0% of covered payroll (there was no covered payroll).

Investment Policy

Permitted Deposits and Investments - Statutes and the Firefighter's Pension Fund's (the Fund) investment policy authorize the Fund to make deposits/invest in insured commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. agencies, insured credit union shares, money market mutual funds with portfolios of securities issued or guaranteed by the United States Government or agreements to repurchase these same obligations, repurchase agreements, short-term commercial paper rated within the three highest classifications by at least two standard rating services, investment grade corporate bonds and The Illinois Funds. The Fund may also invest in certain non-U.S. obligations, Illinois municipal

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Firefighters' Pension Plan (Continued)

Investment Policy (Continued)

corporations tax anticipation warrants, veteran's loans, obligations of the State of Illinois and its political subdivisions, Illinois insurance company general and separate accounts, mutual funds and corporate equity securities. The investment policy also allows investments in real estate investment trusts and the global tactical asset allocation mutual fund.

The Fund's investment policy in accordance with ILCS establishes the following target allocation across asset classes:

Asset Class	Target	Long-Term Expected Real Rate of Return
U.S. Cash	0%-100%	0.00%

ILCS limits the Fund's investments in equities, mutual funds and variable annuities to 10%. The blended asset class is comprised of all other asset classes to allow for rebalancing the portfolio.

The long-term expected rates of return are the best estimate ranges of expected future real rates of return (net of pension plan investment expense and inflation of 2.50%) for each major assets class. Best estimates or geometric real rates of return excluding inflation for each major asset class included in the Fund's target asset allocation as of December 31, 2024 are listed in the table above.

Concentrations

The Fund had investments in one certificate of deposit and one money market account at December 31, 2024 that individually represent 5% or more of the Fund's investments.

Rate of Return

For the year ended December 31, 2024, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 4.56%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Firefighters' Pension Plan (Continued)

Deposits with Financial Institutions

Custodial credit risk for deposits with financial institutions is the risk that in the event of a bank's failure, the Fund's deposits may not be returned to them. The Fund's investment policy requires all bank balances to be covered by federal depository insurance.

Interest Rate Risk

In accordance with its investment policy, the Fund limits its exposure to interest rate risk by structuring the portfolio to provide liquidity for operating funds and maximizing yields for funds not needed for expected current cash flows. The investment policy does not limit the maximum maturity length of investments in the Fund.

Credit Risk

The Fund limits its exposure to credit risk, the risk that the issuer of a debt security will not pay its par value upon maturity, by primarily investing in certificates of deposit held at separate banks within FDIC limits.

Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to the investment, the Fund will not be able to recover the value of its investments that are in possession of an outside party. To limit its exposure, the Fund requires all security transactions that are exposed to custodial credit risk to be processed on a delivery versus payment (DVP) basis with the underlying investments held by a third party acting as the Fund's agent separate from where the investment was purchased in the Fund's name.

Discount Rate

The discount rate used to measure the total pension liability was 4%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the Village contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members.

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Firefighters' Pension Plan (Continued)

Changes in the Net Pension Liability

	(a) Total Pension Liability	(b) Plan Fiduciary Net Position	(a) - (b) Net Pension Liability
BALANCES AT JANUARY 1, 2024	\$ 290,103	\$ 207,676	\$ 82,427
Changes for the Period			
Service Cost	-	-	-
Interest	11,181	-	11,181
Difference between Expected and Actual Experience	2,813	-	2,813
Changes in Assumptions	(4,563)	-	(4,563)
Employer Contributions	-	10,010	(10,010)
Employee Contributions	-	-	-
Net Investment Income	-	10,037	(10,037)
Benefit Payments and Refunds	(21,148)	(21,148)	-
Administrative Expense	-	(1,777)	1,777
Net Changes	(11,717)	(2,878)	(8,839)
BALANCES AT DECEMBER 31, 2024	\$ 278,386	\$ 204,798	\$ 73,588

The plan fiduciary net position as a percentage of the total pension liability at December 31, 2024 was 73.57%.

There was a change with respect to actuarial assumptions in 2024 related to inflation rate, mortality rates, mortality improvement rates and duty death probability.

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Firefighters' Pension Plan (Continued)

Actuarial Assumptions

The total pension liability above was determined by an actuarial valuation using the following actuarial methods and assumptions.

Actuarial Valuation Date	December 31, 2024
Actuarial Cost Method	Entry-Age Normal
Assumptions	
Inflation	2.50%
Salary Increases	0.00%
Interest Rate	4.00%
Cost of Living Adjustments	3.00% (Tier 1) 2.52% (Tier 2)
Asset Valuation Method	Fair Value

Spouse Mortality follows the L&A Assumption Study for Firefighters 2024. These rates are experience weighted with the Sex Distinct Raw Rates as developed in the PubS-2010(A) Study for contingent survivors improved to 2021 using MP-2021 Improvement Rates. For all rates not provided there (ages 45 and younger) the PubG-2010 Study for general employees was used. These rates are then improved generationally using MP-2021 Improvement Rates.

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the Village calculated using the discount rate of 4% as well as what the Village's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (3%) or 1 percentage point higher (5%) than the current rate:

	1% Decrease (3%)	Current Discount Rate (4%)	1% Increase (5%)
Net Pension Liability	\$ 101,005	\$ 73,588	\$ 50,069

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

A. Plan Descriptions (Continued)

Firefighters' Pension Plan (Continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended December 31, 2024, the Village recognized pension expense of \$7,113. At December 31, 2024, the Village reported deferred outflows of resources and deferred inflows of resources related to the firefighters' pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between Expected and Actual Experience	\$ -	\$ -
Changes in Assumption	-	-
Net Difference between Projected and Actual Earnings on Pension Plan Investments	2,607	-
TOTAL	<u><u>\$ 2,607</u></u>	<u><u>\$ -</u></u>

Changes in the net pension liability related to the difference in actual and expected experience or changes in assumptions regarding future events, are recognized in pension expense over the expected remaining service life of all employees (active and retired) in the plan. Differences in projected and actual earnings over the measurement period are recognized over a five-year period.

Amounts reported as deferred outflows of resources and deferred inflows of resources related to the firefighters' pension will be recognized in pension expense as follows:

<u>Year Ending December 31,</u>	
2025	\$ 2,545
2026	858
2027	(400)
2028	(396)
2029	-
TOTAL	<u><u>\$ 2,607</u></u>

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

B. Schedule of Fiduciary Net Position

	Police Pension	Firefighters' Pension	Total
ASSETS			
Cash and Cash Equivalents	\$ 722,151	\$ 115,226	\$ 837,377
Investments, at Fair Value			
Certificates of Deposit	-	116,435	116,435
Illinois Police Officers' Pension			
Investment Fund	19,996,385	-	19,996,385
Accrued Interest Receivable	-	644	644
Due from Municipality	81	-	81
Total Assets	20,718,617	232,305	20,950,922
LIABILITIES			
Accounts Payable	381	307	688
Due to Municipality	-	27,200	27,200
Total Liabilities	381	27,507	27,888
NET POSITION RESTRICTED FOR PENSIONS			
	\$ 20,718,236	\$ 204,798	\$ 20,923,034

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

C. Schedule of Changes in Fiduciary Net Position

	Police Pension	Firefighters' Pension	Total
ADDITIONS			
Contributions			
Employer	\$ 1,920,541	\$ 10,010	\$ 1,930,551
Employee	198,579	-	198,579
Total contributions	2,119,120	10,010	2,129,130
INVESTMENT INCOME			
Net Appreciation in Fair Value of Investments	1,650,263	-	1,650,263
Interest	167,958	10,037	177,995
Less Investment Expense	(11,412)	-	(11,412)
Net Investment Income	1,806,809	10,037	1,816,846
Total Additions	3,925,929	20,047	3,945,976
DEDUCTIONS			
Benefits and Refunds	2,425,832	21,148	2,446,980
Administrative Expenses	24,743	1,777	26,520
Total Deductions	2,450,575	22,925	2,473,500
CHANGE IN NET POSITION	1,475,354	(2,878)	1,472,476
NET POSITION RESTRICTED FOR PENSIONS			
January 1	19,242,882	207,676	19,450,558
December 31	\$ 20,718,236	\$ 204,798	\$ 20,923,034

VILLAGE OF WESTERN SPRINGS, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

13. FUND BALANCE/NET POSITION RESTATEMENTS

Error Correction

During the fiscal year ended December 31, 2024, the Village determined there were grant-related expenditures spent but not recognized as grant revenue in the prior year; and therefore, the revenues and net income were understated by \$130,000 for the fiscal year ended December 31, 2023. The effect of correcting the error is as follows:

	Business-Type Activities	Burlington Northern Parking Meter
BEGINNING NET POSITION, AS PREVIOUSLY REPORTED	\$ 17,528,822	\$ 4,314,593
Error Correction - Grant Revenue Recognition	130,000	130,000
Total Net Restatement	130,000	130,000
BEGINNING NET POSITION, AS RESTATED	\$ 17,658,822	\$ 4,444,593

Change within Financial Reporting Entity

The Village's beginning fund balances were adjusted due to a change within the reporting entity, in accordance with GASB Statement No. 100, *Accounting Changes and Error Corrections*. The Roadway Construction Fund was reported as major for the fiscal year ended December 31, 2023, and is reported as nonmajor for the fiscal year ended December 31, 2024. The Capital Improvement Fund was reported as nonmajor for the fiscal year ended December 31, 2023, and is reported as major for the fiscal year ended December 31, 2024. The effect of this change is as follows:

	Roadway Construction Fund		Capital Improvement Fund	
	Major Governmental	Nonmajor Governmental	Major Governmental	Nonmajor Governmental
BEGINNING FUND BALANCE, AS PREVIOUSLY REPORTED	\$ 678,091	\$ -	\$ -	\$ 2,350,131
Change Within Financial Reporting Entity	(678,091)	678,091	2,350,131	(2,350,131)
Total Net Restatement	-	678,091	2,350,131	-
BEGINNING FUND BALANCE, AS RESTATED	\$ -	\$ 678,091	\$ 2,350,131	\$ -

14. SUBSEQUENT EVENTS

On May 15, 2025, the Village issued \$5,720,000 General Obligation Bonds (Alternate Revenue Source), Series 2025. The bonds are payable in annual principal installments between \$280,000 to \$410,000, commencing December 1, 2025, and maturing December 1, 2044, with interest due semiannually with rates between 4% to 5%. The bond proceeds will be used to finance the costs of improving the Village's stormwater system to alleviate flooding in the Village and to pay the costs of issuing the bonds, and are payable from: (a) the Village's stormwater utility fee and (b) ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount.

REQUIRED SUPPLEMENTARY INFORMATION

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
Property Taxes	\$ 6,356,347	\$ 6,356,347	\$ 6,370,314
Other Taxes	3,059,850	3,059,850	2,966,587
Intergovernmental	2,375,600	2,375,600	2,443,471
Charges for Services	1,020,000	1,020,000	1,058,150
Licenses and Permits	1,547,000	1,547,000	1,626,689
Fines and Forfeits	70,000	70,000	156,204
Investment Income	300,000	300,000	512,543
Miscellaneous	25,950	25,950	32,842
Total Revenues	14,754,747	14,754,747	15,166,800
EXPENDITURES			
Current			
General Government	2,827,709	2,827,709	2,836,790
Public Safety	7,849,744	7,849,744	7,383,880
Municipal Services	2,573,817	2,573,817	1,899,231
Community Development	991,450	991,450	913,406
Capital Outlay	-	-	117,718
Debt Service			
Principal Retirement	-	-	90,687
Interest and Fiscal Charges	-	-	7,634
Total Expenditures	14,242,720	14,242,720	13,249,346
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	512,027	512,027	1,917,454
OTHER FINANCIAL SOURCES (USES)			
Transfers (Out)	(348,473)	(2,848,473)	(2,848,473)
SBITA issuance	-	-	117,719
Total Other Financing Sources (Uses)	(348,473)	(2,848,473)	(2,730,754)
NET CHANGE IN FUND BALANCE	\$ 163,554	\$ (2,336,446)	(813,300)
FUND BALANCE, JANUARY 1			8,332,654
FUND BALANCE, DECEMBER 31			\$ 7,519,354

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

December 31, 2024

1. BUDGETS AND BUDGETARY ACCOUNTING

The Village follows these procedures in establishing the budgetary data reflected in the financial statements:

- a. On the fourth Monday of October, the Village Manager submits to the President and Board of Trustees a proposed operating budget for the fiscal year, commencing January 1. The operating budget includes proposed expenditures and the means of financing them.
- b. Between the fourth Monday in October and the fourth Monday in November, a series of workshops are held for the purpose of reviewing the proposed budget. Public notice is given relative to the purpose, time and place, and village residents are invited to attend and participate in the decision-making process.
- c. A public meeting is held on the fourth Monday in November to obtain taxpayer comments.
- d. On the fourth Monday of December, the President and Board of Trustees legally enact the budget through passage of an ordinance.
- e. The Village Manager (Budget Director) is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the President and Board of Trustees. All appropriations lapse at year end.
- f. Formal budgetary integration is employed as a management control device during the year for all governmental funds of the Village.
- g. Budgets are adopted on a basis consistent with GAAP. Budgetary financial schedules compare the original approved budget and the final amended budget amounts with actual results of operations for all budgeted major governmental funds.

Annual budgets which serve as appropriations are adopted for the general, special revenue, debt service, capital projects (except the Timber Trails Special Assessment Fund, the Drug Forfeiture Fund, and the Foreign Fire Insurance Fund), enterprise and pension trust funds. The level of control (level at which expenditures may not exceed budget, exclusive of depreciation) is established at the fund level.

For the fiscal year ended December 31, 2024, there were no funds which exceeded the budgeted expenditures.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

SCHEDULE OF EMPLOYER CONTRIBUTIONS
ILLINOIS MUNICIPAL RETIREMENT FUND

Last Ten Fiscal Years

FISCAL YEAR ENDED DECEMBER 31,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Actuarially Determined Contribution	\$ 376,238	\$ 414,383	\$ 356,249	\$ 373,494	\$ 344,146	\$ 416,525	\$ 430,841	\$ 354,039	\$ 313,091	\$ 368,256
Contributions in Relation to the Actuarially Determined Contribution	376,238	414,383	356,249	373,494	344,146	416,525	430,841	354,039	313,091	368,256
CONTRIBUTION DEFICIENCY (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Payroll	\$ 3,027,099	\$ 3,187,414	\$ 3,021,584	\$ 2,959,554	\$ 3,202,732	\$ 3,306,290	\$ 3,462,802	\$ 3,657,430	\$ 3,851,578	\$ 4,114,592
Contributions as a Percentage of Covered Payroll	12.43%	13.00%	11.79%	12.62%	10.75%	12.60%	12.44%	9.68%	8.13%	8.95%

The information presented was determined as part of the actuarial valuations as of January 1 of the prior fiscal year. Additional information as of the latest actuarial valuation presented is as follows: the actuarial cost method was entry-age normal; the amortization method was level percent of pay, closed and the amortization period was 20 years; the asset valuation method was five-year fair value; and the significant actuarial assumptions were an investment rate of return at 7.25% annually, projected salary increases assumption of 2.75% to 13.75% compounded annually, postretirement benefit increases of 2.75% compounded annually, and inflation of 2.25%.

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

SCHEDULE OF EMPLOYER CONTRIBUTIONS
POLICE PENSION FUND

Last Ten Fiscal Years

FISCAL YEAR ENDED DECEMBER 31,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Actuarially Determined Contribution	\$ 858,424	\$ 902,524	\$ 1,027,880	\$ 1,177,804	\$ 1,328,529	\$ 1,440,509	\$ 1,661,005	\$ 1,744,665	\$ 1,595,382	\$ 1,907,914
Contribution in Relation to the Actuarially Determined Contribution	866,366	914,178	1,031,743	1,211,088	1,325,670	1,434,481	1,564,774	1,723,754	1,621,544	1,920,541
CONTRIBUTION DEFICIENCY (Excess)	\$ (7,942)	\$ (11,654)	\$ (3,863)	\$ (33,284)	\$ 2,859	\$ 6,028	\$ 96,231	\$ 20,911	\$ (26,162)	\$ (12,627)
Covered Payroll	\$ 1,668,180	\$ 1,683,501	\$ 1,742,424	\$ 2,139,072	\$ 1,864,655	\$ 1,888,640	\$ 1,744,396	\$ 1,683,461	\$ 1,644,048	\$ 2,003,823
Contributions as a Percentage of Covered Payroll	51.93%	54.30%	59.21%	56.62%	71.09%	75.95%	89.70%	102.39%	98.63%	95.84%

The information presented was determined as part of the actuarial valuations as of January 1 of the prior fiscal year. Additional information as of the latest actuarial valuation presented is as follows: the actuarial cost method was entry-age normal; the amortization method was level percent of pay (closed) and the amortization period was 11.49 years (layered); the asset valuation method was five-year smoothed fair value; and the significant actuarial assumptions were an investment rate of return at 6.75% annually, projected salary increases assumption of 2.25% to 11.40% compounded annually, total payroll increases of 3.25%, and inflation of 2.25%.

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

SCHEDULE OF EMPLOYER CONTRIBUTIONS
FIREFIGHTERS' PENSION FUND

Last Ten Fiscal Years

FISCAL YEAR ENDED DECEMBER 31,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Actuarially Determined Contribution	\$ -	\$ 1,679	\$ 3,473	\$ 3,077	\$ 3,214	\$ 3,804	\$ 6,342	\$ 7,084	\$ 8,239	\$ 9,440
Contribution in Relation to the Actuarially Determined Contribution	11,742	11,692	12,355	7,574	7,359	7,404	8,308	7,771	7,611	10,010
CONTRIBUTION DEFICIENCY (Excess)	\$ (11,742)	\$ (10,013)	\$ (8,882)	\$ (4,497)	\$ (4,145)	\$ (3,600)	\$ (1,966)	\$ (687)	\$ 628	\$ (570)
Covered Payroll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions as a Percentage of Covered Payroll	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

The information presented was determined as part of the actuarial valuations as of January 1 of the prior fiscal year. Additional information as of the latest actuarial valuation presented is as follows: the actuarial cost method was entry-age normal; the amortization method was level percent of pay, closed and the amortization period was 11 years; the asset valuation method was fair value; and the significant actuarial assumptions were an investment rate of return at 4.00% annually, projected salary increases assumption of 0.00% compounded annually and inflation of 2.25%.

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

SCHEDULE OF THE VILLAGE'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY (ASSET)
ILLINOIS MUNICIPAL RETIREMENT FUND

Last Ten Fiscal Years

MEASUREMENT DATE DECEMBER 31,	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Employer's Proportion of Net Pension Liability	85.69%	85.69%	84.58%	84.58%	84.58%	84.58%	84.58%	84.58%	84.58%	84.58%
Employer's Proportionate Share of Net Pension Liability (Asset)	\$ 1,655,157	\$ 2,577,779	\$ 2,935,350	\$ 722,262	\$ 3,513,090	\$ 1,585,702	\$ (422,867)	\$ (2,589,599)	\$ 3,372,093	2,038,679
Employer's Covered Payroll	2,953,517	3,027,099	3,187,414	3,021,584	2,959,554	3,202,732	3,306,290	3,462,802	3,657,430	3,851,578
Employer's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	56.04%	85.16%	92.09%	23.90%	118.70%	49.51%	(12.79%)	(74.78%)	92.20%	52.93%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	87.14%	87.17%	86.31%	96.67%	84.77%	93.46%	101.71%	109.88%	87.68%	92.76%

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF CHANGES IN THE EMPLOYER'S
NET PENSION LIABILITY AND RELATED RATIOS
POLICE PENSION FUND**

Last Ten Fiscal Years

MEASUREMENT DATE DECEMBER 31,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
TOTAL PENSION LIABILITY										
Service Cost	\$ 348,591	\$ 393,740	\$ 406,023	\$ 432,813	\$ 450,558	\$ 443,438	\$ 411,402	\$ 409,250	\$ 356,082	\$ 532,104
Interest	1,516,304	1,735,345	1,784,939	1,869,809	1,934,051	2,081,470	2,146,019	2,137,044	2,279,902	2,357,231
Changes of Benefit Terms	-	-	-	-	105,069	-	-	(12,599)	358,914	-
Differences Between Expected and Actual Experience	282,683	552,240	559,494	209,130	561,855	1,178,083	(1,505,532)	1,848,698	497,786	874,218
Changes of Assumptions*	2,384,030	(558,277)	-	6,733	863,433	-	-	-	57,769	(500,731)
Benefit Payments, Including Refunds of Member Contributions	(1,269,432)	(1,303,684)	(1,472,953)	(1,513,287)	(1,620,231)	(1,860,560)	(1,905,933)	(2,160,141)	(2,383,696)	(2,425,832)
Net Change in Total Pension Liability	3,262,176	819,364	1,277,503	1,005,198	2,294,735	1,842,431	(854,044)	2,222,252	1,166,757	836,990
Total Pension Liability - Beginning	23,098,481	26,360,657	27,180,021	28,457,524	29,462,722	31,757,457	33,599,888	32,745,844	34,968,096	36,134,853
TOTAL PENSION LIABILITY - ENDING	\$ 26,360,657	\$ 27,180,021	\$ 28,457,524	\$ 29,462,722	\$ 31,757,457	\$ 33,599,888	\$ 32,745,844	\$ 34,968,096	\$ 36,134,853	\$ 36,971,843
PLAN FIDUCIARY NET POSITION										
Contributions - Employer	\$ 866,366	\$ 914,178	\$ 1,031,743	\$ 1,211,088	\$ 1,325,670	\$ 1,434,481	\$ 1,564,774	\$ 1,723,754	\$ 1,621,544	\$ 1,920,541
Contributions - Member	243,375	189,425	240,997	188,992	200,677	187,803	183,811	199,325	162,826	198,579
Net Investment Income	(36,617)	583,789	2,047,701	(684,407)	2,904,553	2,817,158	1,653,496	(3,676,603)	2,187,182	1,806,809
Benefit Payments, Including Refunds of Member Contributions	(1,269,432)	(1,303,684)	(1,472,953)	(1,513,287)	(1,620,231)	(1,860,560)	(1,905,933)	(2,160,141)	(2,383,696)	(2,425,832)
Administrative Expense	(11,769)	(7,333)	(7,488)	(8,733)	(15,279)	(14,204)	(16,121)	(45,845)	(29,467)	(24,743)
Net Change in Plan Fiduciary Net Position	(208,077)	376,375	1,840,000	(806,347)	2,795,390	2,564,678	1,480,027	(3,959,510)	1,558,389	1,475,354
Plan Net Position - Beginning	13,601,957	13,393,880	13,770,255	15,610,255	14,803,908	17,599,298	20,163,976	21,644,003	17,684,493	19,242,882
PLAN FIDUCIARY NET POSITION - ENDING	\$ 13,393,880	\$ 13,770,255	\$ 15,610,255	\$ 14,803,908	\$ 17,599,298	\$ 20,163,976	\$ 21,644,003	\$ 17,684,493	\$ 19,242,882	\$ 20,718,236
EMPLOYER'S NET PENSION LIABILITY	\$ 12,966,777	\$ 13,409,766	\$ 12,847,269	\$ 14,658,814	\$ 14,158,159	\$ 13,435,912	\$ 11,101,841	\$ 17,283,603	\$ 16,891,971	\$ 16,253,607

MEASUREMENT DATE DECEMBER 31,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	50.81%	50.66%	54.85%	50.25%	55.42%	60.01%	66.10%	50.57%	53.25%	56.04%
Covered Payroll	\$ 1,668,180	\$ 1,683,501	\$ 1,742,424	\$ 2,139,072	\$ 1,864,655	\$ 1,888,640	\$ 1,744,396	\$ 1,683,461	\$ 1,644,048	\$ 2,003,823
Employer's Net Pension Liability as a Percentage of Covered Payroll	777.30%	796.54%	737.32%	685.29%	759.29%	711.41%	636.43%	1026.67%	1027.46%	811.13%

*There was a change with respect to actuarial assumptions in 2024 to reflect revised expectations with respect to the assumed rate on High Quality 20-Year Tax-Exempt General Obligation Bonds as it was changed from 3.26% to 4.08%. There were also changes related to inflation rate, individual pay increases, retirement rates, termination rates, disability rates, mortality rates, mortality improvement rates and duty death probability.

*There was a change with respect to actuarial assumptions in 2023 to reflect revised expectations with respect to the assumed rate on High Quality 20-Year Tax-Exempt General Obligation Bonds as it was changed from 3.72% to 3.26%.

*There was a change with respect to benefit terms in 2022 and 2023 related to the initial COLA increase for tier II disabled members.

*There was a change with respect to actuarial assumptions in 2019 to reflect revised expectations with respect to the assumed rate on High Quality 20-Year Tax-Exempt General Obligation Bonds as it was changed from 2.74% to 2.12%.

*There was a change with respect to actuarial assumptions in 2018 to reflect revised expectations with respect to the assumed rate on High Quality 20-Year Tax-Exempt General Obligation Bonds as it was changed from 4.10% to 2.74%. A comprehensive study of Police Officers and Police Pension Funds in Illinois was done. The results of the study as well as the demographic experience of the Fund was reviewed. The actuarial assumptions were changed in the current year to reflect the above rates.

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF CHANGES IN THE EMPLOYER'S
NET PENSION LIABILITY AND RELATED RATIOS
FIREFIGHTERS' PENSION FUND**

Last Ten Fiscal Years

MEASUREMENT DATE DECEMBER 31,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
TOTAL PENSION LIABILITY										
Service Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	12,487	13,256	12,237	11,988	11,734	12,257	11,733	11,733	11,461	11,181
Changes of Benefit Terms	-	-	-	-	-	-	-	-	-	-
Differences Between Expected and Actual Experience	1,364	1,619	2,679	2,809	14,328	642	2,778	2,602	2,701	2,813
Changes of Assumptions*	26,515	(19,200)	-	-	9,953	-	-	-	-	(4,563)
Benefit Payments, Including Refunds of Member Contributions	(21,148)	(21,148)	(21,148)	(21,148)	(21,148)	(21,148)	(21,148)	(21,148)	(21,148)	(21,148)
Net Change in Total Pension Liability	19,218	(25,473)	(6,232)	(6,351)	14,867	(8,249)	(6,637)	(6,813)	(6,986)	(11,717)
Total Pension Liability - Beginning	322,759	341,977	316,504	310,272	303,921	318,788	310,539	303,902	297,089	290,103
TOTAL PENSION LIABILITY - ENDING	\$ 341,977	\$ 316,504	\$ 310,272	\$ 303,921	\$ 318,788	\$ 310,539	\$ 303,902	\$ 297,089	\$ 290,103	\$ 278,386
PLAN FIDUCIARY NET POSITION										
Contributions - Employer	\$ 11,742	\$ 11,692	\$ 12,355	\$ 7,574	\$ 7,359	\$ 7,404	\$ 8,308	\$ 7,771	\$ 7,611	\$ 10,010
Contributions - Member	-	-	-	-	-	-	-	-	-	-
Net Investment Income	1,432	976	2,604	2,619	4,196	2,748	864	2,470	8,289	10,037
Benefit Payments, Including Refunds of Member Contributions	(21,148)	(21,148)	(21,148)	(21,148)	(21,148)	(21,148)	(21,148)	(21,148)	(21,148)	(21,148)
Administrative Expense	(222)	(173)	(58)	(236)	(240)	(1,004)	(1,250)	(1,290)	(1,448)	(1,777)
Net Change in Plan Fiduciary Net Position	(8,196)	(8,653)	(6,247)	(11,191)	(9,833)	(12,000)	(13,226)	(12,197)	(6,696)	(2,878)
Plan Net Position - Beginning	295,915	287,719	279,066	272,819	261,628	251,795	239,795	226,569	214,372	207,676
PLAN FIDUCIARY NET POSITION - ENDING	\$ 287,719	\$ 279,066	\$ 272,819	\$ 261,628	\$ 251,795	\$ 239,795	\$ 226,569	\$ 214,372	\$ 207,676	\$ 204,798
EMPLOYER'S NET PENSION LIABILITY	\$ 54,258	\$ 37,438	\$ 37,453	\$ 42,293	\$ 66,993	\$ 70,744	\$ 77,333	\$ 82,717	\$ 82,427	\$ 73,588

MEASUREMENT DATE DECEMBER 31,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	84.13%	88.17%	87.93%	86.08%	78.99%	77.22%	74.55%	72.16%	71.59%	73.57%
Covered Payroll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employer's Net Pension Liability as a Percentage of Covered Payroll	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

*There was a change with respect to actuarial assumptions in 2024 related to inflation rate, mortality rates, mortality improvement rates, and duty death probability.

*There was a change with respect to actuarial assumptions in 2016 and 2019 to reflect revised expectations with respect to mortality rates, disability rates, turnover rates and retirement rates.

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF INVESTMENT RETURNS
POLICE PENSION FUND**

Last Ten Fiscal Years

FISCAL YEAR ENDED DECEMBER 31,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Annual Money-Weighted Rate of Return, Net of Investment Expense	0.22%	4.77%	15.06%	(4.28%)	19.62%	16.04%	8.32%	(19.01%)	15.05%	9.53%

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF INVESTMENT RETURNS
FIREFIGHTERS' PENSION FUND**

Last Ten Fiscal Years

FISCAL YEAR ENDED DECEMBER 31,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Annual Money-Weighted Rate of Return, Net of Investment Expense	0.00%	0.00%	0.00%	0.97%	1.64%	1.12%	0.00%	0.27%	4.26%	4.56%

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

SCHEDULE OF CHANGES IN THE EMPLOYER'S
TOTAL OPEB LIABILITY AND RELATED RATIOS
OTHER POSTEMPLOYMENT BENEFITS PLAN

Last Seven Fiscal Years

MEASUREMENT DATE DECEMBER 31,	2018	2019	2020	2021	2022	2023	2024
TOTAL OPEB LIABILITY							
Service Cost	\$ 65,820	\$ 64,514	\$ 74,249	\$ 41,431	\$ 40,809	\$ 100,918	\$ 112,010
Interest	49,414	55,821	44,356	43,807	40,312	47,243	45,041
Difference Between Expected and Actual Experience	-	-	135,387	-	(509,414)	-	(353,778)
Changes of Assumptions	(83,296)	236,762	302,771	(76,864)	(157,126)	55,611	25,682
Benefit Payments	(104,970)	(105,969)	(94,289)	(124,135)	(111,566)	(91,424)	(92,877)
Net Change in Total OPEB Liability	(73,032)	251,128	462,474	(115,761)	(696,985)	112,348	(263,922)
Total OPEB Liability - Beginning	1,487,860	1,414,828	1,665,956	2,128,430	2,012,669	1,315,684	1,428,032
TOTAL OPEB LIABILITY - ENDING	\$ 1,414,828	\$ 1,665,956	\$ 2,128,430	\$ 2,012,669	\$ 1,315,684	\$ 1,428,032	\$ 1,164,110
Covered-Employee Payroll	\$ 6,470,826	\$ 6,648,773	\$ 6,038,391	\$ 5,518,984	\$ 6,070,114	\$ 6,266,545	\$ 7,029,040
Employer's Total OPEB Liability as a Percentage of Covered-Employee Payroll	21.86%	25.06%	35.25%	36.47%	21.67%	22.79%	16.56%

No assets are accumulated in a trust that meets the criteria of GASB codification P22.101 or P52.101 to pay related benefits for the OPEB plan.

During 2024, the following changes in assumptions were made: The discount rate was changed from 3.26% to 4.08%. There were also changes in assumptions related to the inflation rate, retirement rates, termination rates, disability rates, mortality rates, and mortality improvement rates.

During 2023, the following changes in assumptions were made: The discount rate was changed from 3.72% to 3.26%.

During 2022, the following changes in assumptions were made: The discount rate was changed from 2.06% to 3.72%.

During 2021, the following changes in assumptions were made: The discount rate was changed from 2.12% to 2.06%.

During 2020, the following changes in assumptions were made: The discount rate was changed from 2.74% to 2.12%.

During 2019, the following changes in assumptions were made: The discount rate was changed from 4.10% to 2.74%.

During 2018, the following changes in assumptions were made: The discount rate was changed from 3.44% to 4.10%.

Ultimately, this schedule should present information for the last ten years. However, until ten years of information can be compiled, information will be presented for as many years as is available.

(See independent auditor's report.)

**COMBINING AND INDIVIDUAL FUND
FINANCIAL STATEMENTS AND SCHEDULES**

MAJOR GOVERNMENTAL FUNDS

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF REVENUES - BUDGET AND ACTUAL
GENERAL FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
PROPERTY TAXES			
Property Taxes	\$ 6,191,347	\$ 6,191,347	\$ 6,213,209
Property Taxes - Road and Bridge	145,000	145,000	148,797
Property Taxes - Prior	20,000	20,000	8,308
Total Property Taxes	6,356,347	6,356,347	6,370,314
OTHER TAXES			
Sales Tax	1,600,000	1,600,000	1,690,115
Electric Utility Tax	400,000	400,000	382,038
Telecommunication Tax	157,000	157,000	147,236
Gas Utility Tax	300,000	300,000	242,263
Cannabis Use Tax	22,350	22,350	21,847
Local Use Tax	580,500	580,500	483,088
Total Other Taxes	3,059,850	3,059,850	2,966,587
INTERGOVERNMENTAL			
Replacement Taxes	60,000	60,000	53,971
Income Tax	2,260,000	2,260,000	2,314,482
Fire/EMS Training	-	-	3,027
IDOT State Route Maintenance	20,000	20,000	19,691
Park District Administrative Fees	14,000	14,000	10,500
Public Safety Grants/Fiber Reimbursement	21,600	21,600	41,800
Total Intergovernmental	2,375,600	2,375,600	2,443,471
CHARGES FOR SERVICES			
Refuse Fees	140,000	140,000	379,357
Ambulance Fees	400,000	400,000	354,110
Police Contractual Services	106,000	106,000	118,403
Variation Fees/Tree Removal	-	-	9,000
Report Fees	1,000	1,000	1,075
Plan Review Fees	145,000	145,000	196,180
Rental of Village Property	228,000	228,000	25
Total Charges for Services	1,020,000	1,020,000	1,058,150

(This schedule is continued on the following page.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

SCHEDULE OF REVENUES - BUDGET AND ACTUAL (Continued)
GENERAL FUND

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
LICENSES AND PERMITS			
Business	\$ 90,000	\$ 90,000	\$ 87,225
Franchise Fees	265,000	265,000	231,856
Building Permits	550,000	550,000	595,729
Building Permits - Timber Trails	210,000	210,000	295,117
Motor Vehicle Licenses	400,000	400,000	379,466
Animal Licenses	14,000	14,000	12,496
Liquor Licenses	16,000	16,000	23,050
False Alarm	2,000	2,000	1,750
Total Licenses and Permits	1,547,000	1,547,000	1,626,689
FINES AND FORFEITS			
Court Fines - 5th District	10,000	10,000	8,030
Court Fines - Parking	60,000	60,000	134,274
Photo Enforcement Fine	-	-	13,900
Total Fines and Forfeits	70,000	70,000	156,204
INVESTMENT INCOME	300,000	300,000	512,543
MISCELLANEOUS			
Tree Replacement Program	7,500	7,500	7,600
Sidewalk/Apron Replacement	1,500	1,500	-
Miscellaneous	16,950	16,950	25,242
Total Miscellaneous	25,950	25,950	32,842
TOTAL REVENUES	\$ 14,754,747	\$ 14,754,747	\$ 15,166,800

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
GENERAL FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
GENERAL GOVERNMENT			
General Administration and Finance			
Board of Trustees	\$ 152,316	\$ 152,316	\$ 121,324
Administrative	1,061,436	1,061,436	835,804
Legal Services	208,000	208,000	599,075
Management Services	665,337	665,337	563,209
Financial Management and Administration	556,225	556,225	532,391
Communications	184,395	184,395	184,987
Total General Government	2,827,709	2,827,709	2,836,790
PUBLIC SAFETY			
Police Administration	2,543,955	2,543,955	2,484,954
Patrol Services	2,110,620	2,110,620	1,975,744
Criminal Investigation	279,246	279,246	225,703
Crime Prevention/Youth Investigation	132,638	132,638	116,962
Communications Information Management	364,000	364,000	296,509
Parking Enforcement/Ordinance Control	143,202	143,202	150,166
Fire Services Administration	941,169	941,169	825,744
Fire Suppression and Emergency Medical	378,825	378,825	355,895
Emergency Medical Services	782,814	782,814	773,211
Emergency Medical Services Training/ Public Education	168,700	168,700	177,013
Fire Prevention	2,575	2,575	1,016
Emergency Services and Disaster Agency	2,000	2,000	963
Total Public Safety	7,849,744	7,849,744	7,383,880
MUNICIPAL SERVICES			
Administration	205,714	205,714	168,382
Public Right of Way Maintenance	775,914	775,914	549,714
Vehicle and Equipment Maintenance	372,778	372,778	371,508
Municipal Properties	450,162	450,162	235,141
Forestry	645,784	645,784	486,811
Engineering	118,465	118,465	86,062
Tollway Project	5,000	5,000	1,613
Total Municipal Services	2,573,817	2,573,817	1,899,231
COMMUNITY DEVELOPMENT			
Community Development	991,450	991,450	913,406
Total Community Development	991,450	991,450	913,406
CAPITAL OUTLAY			
	-	-	117,718
DEBT SERVICE			
Principal Retirement	-	-	90,687
Interest and Fiscal Charges	-	-	7,634
Total Debt Service	-	-	98,321
TOTAL EXPENDITURES			
	\$ 14,242,720	\$ 14,242,720	\$ 13,249,346

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
CAPITAL IMPROVEMENT FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
Property Taxes	\$ 226,000	\$ 226,000	\$ 224,632
Intergovernmental	-	-	195,000
Grants	201,375	201,375	227,836
Investment Income	85,000	85,000	120,689
Miscellaneous	50,000	50,000	44,430
Total Revenues	562,375	562,375	812,587
EXPENDITURES			
Current			
General Government			
Contractual Services	31,000	31,000	7,679
Capital Outlay	1,620,069	1,816,419	1,192,383
Debt Service			
Principal Retirement	-	-	320,578
Interest and Fiscal Charges	-	-	10,563
Total Expenditures	1,651,069	1,847,419	1,531,203
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,088,694)	(1,285,044)	(718,616)
OTHER FINANCING SOURCES (USES)			
Transfers In	-	1,500,000	1,500,000
Transfers (Out)	(92,447)	(92,447)	(92,447)
Sale of Assets	-	-	82,273
Lease Issuance	-	-	122,495
SBITA Issuance	-	-	316,907
Total Other Financing Sources (Uses)	(92,447)	1,407,553	1,929,228
NET CHANGE IN FUND BALANCE	\$ (1,181,141)	\$ 122,509	1,210,612
FUND BALANCE, JANUARY 1			2,350,131
FUND BALANCE, DECEMBER 31			\$ 3,560,743

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
DEBT SERVICE FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
Property Taxes	\$ 1,786,850	\$ 1,786,850	\$ 1,775,449
Investment Income	40,800	40,800	81,396
Total Revenues	1,827,650	1,827,650	1,856,845
EXPENDITURES			
Debt Service			
Principal Retirement	1,770,000	1,770,000	1,770,000
Interest and Fees	376,682	376,682	376,682
Total Expenditures	2,146,682	2,146,682	2,146,682
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(319,032)	(319,032)	(289,837)
OTHER FINANCING SOURCES (USES)			
Transfers In	440,920	440,920	440,920
Total Other Financing Sources (Uses)	440,920	440,920	440,920
NET CHANGE IN FUND BALANCE	<u>\$ 121,888</u>	<u>\$ 121,888</u>	151,083
FUND BALANCE, JANUARY 1			<u>325,366</u>
FUND BALANCE, DECEMBER 31			<u><u>\$ 476,449</u></u>

(See independent auditor's report.)

NONMAJOR GOVERNMENTAL FUNDS

CAPITAL PROJECTS FUNDS

Central Business District (CBD) Parking Fund - to account for the assigned grant funds used to construct a parking lot.

Roadway Grant Fund - to account for assigned resources associated with the federal right of way project.

Special Purpose Reserve Fund - to account for assigned funds which represent excess reserve funds from the General Fund. The proceeds are to be used for future capital projects.

Public Benefit Fund - to account for the resources assigned for the cost of the Village's portion of various special assessment and special service area projects.

Timber Trails Special Assessment Fund - to account for the restricted proceeds of the Series 2006 special assessment bonds which are being used for infrastructure improvements in the special assessment district.

Roadway Construction Fund - to account for restricted resources for the roadway restoration and repair which are funded by Series 2009, Series 2012 GO Bond, Series 2015A GO Bond, 2017 GO Bond and 2019 GO Bond proceeds.

Ridgewood Oaks Improvement Fund - to account for assigned resources associated with the Ridgewood Oaks improvement.

NONMAJOR GOVERNMENTAL FUNDS (Continued)

SPECIAL REVENUE FUNDS

South TIF District Fund - to account for restricted resources in the Village's South TIF District to fund economic developments.

North TIF District Fund - to account for restricted resources in the Village's North TIF District to fund economic developments.

Drug Forfeiture Fund - to account for the restricted funds associated with drug forfeitures.

The Playground and Recreation Fund, a special revenue fund, accounts for restricted resources (property taxes) and assigned resources (recreation fees and other revenues) for the playground and recreation activities provided by the Village and to fund the development of playground and recreation facilities.

Motor Fuel Tax Fund - to account for the restricted funds used in the operations of certain street maintenance programs and to fund specific capital projects as authorized by the Illinois Department of Transportation.

Foreign Fire Insurance Fund - to account for state allotment of charges assessed to insurance companies who insure out of state organizations that do business in the State of Illinois and is restricted for fire department related purposes.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS

December 31, 2024

	Capital Projects				
	CBD Parking	Roadway Grant	Special Purpose Reserve	Public Benefit	Timber Trails
ASSETS					
Cash and Cash Equivalents	\$ 45,513	\$ 61,778	\$ 264,666	\$ 668,345	\$ -
Investments	-	-	477,400	683,134	-
Restricted Investments	-	-	-	-	24,396
Receivables					
Property Taxes	-	-	-	-	-
Accrued Interest	-	-	83	-	-
Leases	-	-	-	-	-
Other	860	-	-	-	-
Due from Other Governments					
Motor Fuel Tax	-	-	-	-	-
Other	-	-	-	-	-
Advance to Other Funds	-	-	1,907,045	-	-
TOTAL ASSETS	\$ 46,373	\$ 61,778	\$ 2,649,194	\$ 1,351,479	\$ 24,396
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES					
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ 6,635	\$ -
Contracts Payable	-	-	-	-	-
Accrued Payroll	-	-	-	-	-
Deposits Payable	-	-	-	830,457	-
Other Payables	-	-	-	280,717	-
Unearned Revenue					
Parking Permit	5,680	-	-	-	-
Advances from Other Funds	-	68,000	-	-	-
Total Liabilities	5,680	68,000	-	1,117,809	-
DEFERRED INFLOWS OF RESOURCES					
Unavailable Property Taxes	-	-	-	-	-
Unavailable Revenue - Intergovernmental Receivable	-	-	-	-	-
Leases	-	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-	-
Total Liabilities and Deferred Inflows of Resources	5,680	68,000	-	1,117,809	-
FUND BALANCES					
Restricted					
Maintenance of Roadways	-	-	-	-	-
Economic Development	-	-	-	-	-
Public Safety	-	-	-	-	-
Subdivision Improvements	-	-	-	-	24,396
Unrestricted					
Assigned for Capital Projects	-	-	2,649,194	233,670	-
Assigned for Recreation	-	-	-	-	-
Assigned for Commuter Improvements	40,693	-	-	-	-
Unassigned (Deficit)	-	(6,222)	-	-	-
Total Fund Balances (Deficit)	40,693	(6,222)	2,649,194	233,670	24,396
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 46,373	\$ 61,778	\$ 2,649,194	\$ 1,351,479	\$ 24,396

Capital Projects		Special Revenue						Total
Roadway Construction	Ridgewood Oaks Improvement	South TIF District	North TIF District	Drug Forfeiture	Playground and Recreation	Motor Fuel Tax	Foreign Fire Insurance	Nonmajor Governmental Funds
\$ 481,681	\$ 6	\$ 896,305	\$ 569,725	\$ 68,165	\$ 1,658,544	\$ 669,280	\$ 38,438	\$ 5,422,446
-	-	-	-	-	-	1,152,846	-	2,313,380
-	-	-	-	-	-	-	-	24,396
5,932	-	-	-	-	423,777	-	-	429,709
-	-	-	-	-	-	2,582	-	2,665
-	-	-	-	-	291,522	-	-	291,522
-	-	-	-	-	-	-	-	860
-	-	-	-	-	-	51,178	-	51,178
56,711	-	-	-	-	-	-	-	56,711
-	-	-	-	-	-	-	-	1,907,045
\$ 544,324	\$ 6	\$ 896,305	\$ 569,725	\$ 68,165	\$ 2,373,843	\$ 1,875,886	\$ 38,438	\$ 10,499,912
\$ 714	\$ -	\$ 344,559	\$ 360	\$ -	\$ 301,052	\$ 76,427	\$ -	\$ 729,747
-	-	29,855	-	-	-	-	-	29,855
3,015	-	-	-	-	24,735	-	-	27,750
-	-	-	-	-	-	-	-	830,457
-	-	-	-	-	-	142	-	280,859
-	-	-	-	-	-	-	-	5,680
-	29,245	600,188	-	-	-	-	-	697,433
3,729	29,245	974,602	360	-	325,787	76,569	-	2,601,781
5,924	-	-	-	-	423,241	-	-	429,165
27,784	-	-	-	-	-	-	-	27,784
-	-	-	-	-	300,613	-	-	300,613
33,708	-	-	-	-	723,854	-	-	757,562
37,437	29,245	974,602	360	-	1,049,641	76,569	-	3,359,343
506,887	-	-	-	-	-	1,799,317	-	2,306,204
-	-	-	569,365	-	-	-	-	569,365
-	-	-	-	68,165	-	-	38,438	106,603
-	-	-	-	-	-	-	-	24,396
-	-	-	-	-	-	-	-	2,882,864
-	-	-	-	-	1,324,202	-	-	1,324,202
-	-	-	-	-	-	-	-	40,693
-	(29,239)	(78,297)	-	-	-	-	-	(113,758)
506,887	(29,239)	(78,297)	569,365	68,165	1,324,202	1,799,317	38,438	7,140,569
\$ 544,324	\$ 6	\$ 896,305	\$ 569,725	\$ 68,165	\$ 2,373,843	\$ 1,875,886	\$ 38,438	\$ 10,499,912

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS**

For the Year Ended December 31, 2024

	Capital Projects					
	CBD Parking	Roadway Grant	Special Purpose Reserve	Public Benefit	Timber Trails	Roadway Construction <i>(Formerly major)</i>
REVENUES						
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,539
Intergovernmental	-	-	-	-	-	-
Charges for Services	15,265	-	-	-	-	-
Investment Income	2,824	-	17,134	45,113	1,151	35,311
Miscellaneous	-	-	-	-	-	-
Total Revenues	18,089	-	17,134	45,113	1,151	40,850
EXPENDITURES						
Current						
General Government	-	-	-	-	-	-
Public Safety	-	-	-	-	-	-
Municipal Services	30,527	-	-	-	-	212,054
Economic Development	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Total Expenditures	30,527	-	-	-	-	212,054
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(12,438)	-	17,134	45,113	1,151	(171,204)
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	1,000,000	-	-	-
Transfers (Out)	-	-	(1,000,000)	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
NET CHANGE IN FUND BALANCE	(12,438)	-	17,134	45,113	1,151	(171,204)
FUND BALANCES (DEFICIT), JANUARY 1, AS PREVIOUSLY STATED	53,131	(6,222)	2,632,060	188,557	23,245	-
Change Within Financial Reporting Entity	-	-	-	-	-	678,091
FUND BALANCES (DEFICIT), JANUARY 1, AS RESTATED	53,131	(6,222)	2,632,060	188,557	23,245	678,091
FUND BALANCES (DEFICIT), DECEMBER 31	\$ 40,693	\$ (6,222)	\$ 2,649,194	\$ 233,670	\$ 24,396	\$ 506,887

Capital Projects				Special Revenue					
(Formerly Nonmajor)									
Ridgewood Oaks Improvement	Capital Improvement	South TIF District	North TIF District	Drug Forfeiture	Playground and Recreation	Motor Fuel Tax	Foreign Fire Insurance	Total Nonmajor Governmental Funds	
\$ -	\$ -	\$ 782,672	\$ 244,031	\$ -	\$ 387,970	\$ -	\$ -	\$ 1,420,212	
-	-	-	-	-	-	650,406	37,624	688,030	
-	-	-	-	-	1,408,690	-	-	1,423,955	
-	-	941	264	20	75,055	72,142	-	249,955	
-	-	-	-	-	59,905	-	-	59,905	
-	-	783,613	244,295	20	1,931,620	722,548	37,624	3,842,057	
-	-	-	-	-	816	-	-	816	
-	-	-	-	-	-	-	33,511	33,511	
-	-	-	-	-	185,157	-	-	427,738	
2,520	-	1,852,568	19,367	-	-	-	-	1,874,455	
-	-	-	-	-	1,333,517	-	-	1,333,517	
-	-	-	-	-	307,035	343,485	-	650,520	
2,520	-	1,852,568	19,367	-	1,826,525	343,485	33,511	4,320,557	
(2,520)	-	(1,068,955)	224,928	20	105,095	379,063	4,113	(478,500)	
-	-	-	-	-	-	-	-	1,000,000	
-	-	-	-	-	-	-	-	(1,000,000)	
-	-	-	-	-	-	-	-	-	
(2,520)	-	(1,068,955)	224,928	20	105,095	379,063	4,113	(478,500)	
(26,719)	2,350,131	990,658	344,437	68,145	1,219,107	1,420,254	34,325	9,291,109	
-	(2,350,131)	-	-	-	-	-	-	(1,672,040)	
(26,719)	-	990,658	344,437	68,145	1,219,107	1,420,254	34,325	7,619,069	
\$ (29,239)	\$ -	\$ (78,297)	\$ 569,365	\$ 68,165	\$ 1,324,202	\$ 1,799,317	\$ 38,438	\$ 7,140,569	

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
CBD PARKING FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
Charges for Services	\$ 15,000	\$ 15,000	\$ 15,265
Investment Income	3,000	3,000	2,824
Total Revenues	18,000	18,000	18,089
EXPENDITURES			
Municipal Services			
Contractual Services	28,500	33,500	30,527
Total Expenditures	28,500	33,500	30,527
NET CHANGE IN FUND BALANCE	<u>\$ (10,500)</u>	<u>\$ (15,500)</u>	(12,438)
FUND BALANCE, JANUARY 1			<u>53,131</u>
FUND BALANCE, DECEMBER 31			<u>\$ 40,693</u>

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
ROADWAY GRANT FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
None	\$ -	\$ -	\$ -
Total Revenues	-	-	-
EXPENDITURES			
None	-	-	-
Total Expenditures	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	-	-	-
OTHER FINANCING SOURCES (USES)			
Transfers In	4,000	4,000	-
Total Other Financing Sources (Uses)	4,000	4,000	-
NET CHANGE IN FUND BALANCE	<u>\$ 4,000</u>	<u>\$ 4,000</u>	-
FUND BALANCE (DEFICIT), JANUARY 1			<u>(6,222)</u>
FUND BALANCE (DEFICIT), DECEMBER 31			<u><u>\$ (6,222)</u></u>

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL SPECIAL PURPOSE RESERVE FUND

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
Investment Income	\$ 41,800	\$ 41,800	\$ 17,134
Total Revenues	41,800	41,800	17,134
EXPENDITURES			
Municipal Services			
Administration	500	500	-
Total Expenditures	500	500	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	41,300	41,300	17,134
OTHER FINANCING SOURCES (USES)			
Transfers In	-	1,000,000	1,000,000
Transfers (Out)	(1,004,000)	(1,004,000)	(1,000,000)
Total Other Financing Sources (Uses)	(1,004,000)	(4,000)	-
NET CHANGE IN FUND BALANCE	<u>\$ (962,700)</u>	<u>\$ 37,300</u>	17,134
FUND BALANCE, JANUARY 1			<u>2,632,060</u>
FUND BALANCE, DECEMBER 31			<u><u>\$ 2,649,194</u></u>

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
PUBLIC BENEFIT FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
Investment Income	\$ 36,000	\$ 36,000	\$ 45,113
Total Revenues	36,000	36,000	45,113
EXPENDITURES			
None	-	-	-
Total Expenditures	-	-	-
NET CHANGE IN FUND BALANCE	<u>\$ 36,000</u>	<u>\$ 36,000</u>	45,113
FUND BALANCE, JANUARY 1			<u>188,557</u>
FUND BALANCE, DECEMBER 31			<u><u>\$ 233,670</u></u>

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
ROADWAY CONSTRUCTION FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
Property Taxes	\$ 5,553	\$ 5,553	\$ 5,539
Intergovernmental	287,136	287,136	-
Investment Income	20,000	20,000	35,311
Total Revenues	312,689	312,689	40,850
EXPENDITURES			
Municipal Services			
Administration	223,564	223,564	212,054
Capital Outlay	293,000	293,000	-
Total Expenditures	516,564	516,564	212,054
NET CHANGE IN FUND BALANCE	<u>\$ (203,875)</u>	<u>\$ (203,875)</u>	(171,204)
FUND BALANCE, JANUARY 1			<u>678,091</u>
FUND BALANCE, DECEMBER 31			<u>\$ 506,887</u>

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
RIDGEWOOD OAKS IMPROVEMENT FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
None	\$ -	\$ -	\$ -
Total Revenues	-	-	-
EXPENDITURES			
Current			
Economic Development			
Professional Services	-	4,000	2,520
Total Expenditures	-	4,000	2,520
NET CHANGE IN FUND BALANCE	\$ -	\$ (4,000)	(2,520)
FUND BALANCE (DEFICIT), JANUARY 1			(26,719)
FUND BALANCE (DEFICIT), DECEMBER 31			\$ (29,239)

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
SOUTH TIF DISTRICT FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
Property Taxes	\$ 500,000	\$ 500,000	\$ 782,672
Investment Income	-	-	941
Total Revenues	500,000	500,000	783,613
EXPENDITURES			
Current			
Economic Development			
Professional Services	708,924	2,498,542	1,852,568
Total Expenditures	708,924	2,498,542	1,852,568
NET CHANGE IN FUND BALANCE	<u>\$ (208,924)</u>	<u>\$ (1,998,542)</u>	(1,068,955)
FUND BALANCE, JANUARY 1			<u>990,658</u>
FUND BALANCE (DEFICIT), DECEMBER 31			<u>\$ (78,297)</u>

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
NORTH TIF DISTRICT FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
Property Taxes	\$ 120,000	\$ 120,000	\$ 244,031
Investment Income	-	-	264
Total Revenues	120,000	120,000	244,295
EXPENDITURES			
Current			
Economic Development			
Professional Services	24,705	24,705	19,367
Total Expenditures	24,705	24,705	19,367
NET CHANGE IN FUND BALANCE	<u>\$ 95,295</u>	<u>\$ 95,295</u>	224,928
FUND BALANCE, JANUARY 1			<u>344,437</u>
FUND BALANCE, DECEMBER 31			<u>\$ 569,365</u>

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
PLAYGROUND AND RECREATION FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
Property Taxes	\$ 385,434	\$ 385,434	\$ 387,970
Charges for Services	1,093,372	1,093,372	1,408,690
Investment Income	42,600	42,600	75,055
Miscellaneous			
Rentals	257,924	257,924	59,905
Total Revenues	1,779,330	1,779,330	1,931,620
EXPENDITURES			
Current			
General Government			
Legal Services	3,000	3,000	816
Municipal Services			
Municipal Properties	155,000	155,000	185,157
Culture and Recreation			
Personnel Services	727,630	727,630	660,581
Other Personnel Benefits	155,196	155,196	150,054
Contractual Services	464,600	464,600	413,005
Commodities	114,315	114,315	109,877
Capital Outlay			
Building Improvements	256,550	537,884	275,131
Other Capital Outlay	37,000	37,000	31,904
Total Expenditures	1,913,291	2,194,625	1,826,525
NET CHANGE IN FUND BALANCE	\$ (133,961)	\$ (415,295)	105,095
FUND BALANCE, JANUARY 1			1,219,107
FUND BALANCE, DECEMBER 31			\$ 1,324,202

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
MOTOR FUEL TAX FUND**

For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
Intergovernmental			
State Motor Fuel Tax	\$ 598,500	\$ 598,500	\$ 650,406
Other	82,500	82,500	-
Investment Income	60,480	60,480	72,142
Total Revenues	741,480	741,480	722,548
EXPENDITURES			
Capital Outlay			
Highways and Streets	756,818	756,818	343,485
Total Expenditures	756,818	756,818	343,485
NET CHANGE IN FUND BALANCE			
	<u>\$ (15,338)</u>	<u>\$ (15,338)</u>	379,063
FUND BALANCE, JANUARY 1			
			<u>1,420,254</u>
FUND BALANCE, DECEMBER 31			
			<u><u>\$ 1,799,317</u></u>

(See independent auditor's report.)

MAJOR ENTERPRISE FUNDS

VILLAGE OF WESTERN SPRINGS, ILLINOIS

COMBINING SCHEDULE OF NET POSITION
WATERWORKS AND SEWERAGE DIVISION ACCOUNTS

December 31, 2024

	Capital Improvement	Operating and Maintenance	Total
CURRENT ASSETS			
Cash and Cash Equivalents	\$ 972,408	\$ 2,477,007	\$ 3,449,415
Receivables (Net, Where Applicable, of Allowances for Uncollectibles)			
Property Taxes	-	111,556	111,556
Accounts	-	1,192,548	1,192,548
Total Current Assets	972,408	3,781,111	4,753,519
NONCURRENT ASSETS			
Capital Assets, Tangible and Intangible			
Capital Assets Not Being Depreciated or Amortized	-	27,962	27,962
Capital Assets Being Depreciated (Net of Accumulated Depreciation and Amortization)	-	19,171,204	19,171,204
Net Capital Assets	-	19,199,166	19,199,166
Advance to Other Funds	-	624,188	624,188
Total Noncurrent Assets	-	19,823,354	19,823,354
Total Assets	972,408	23,604,465	24,576,873
DEFERRED OUTFLOWS OF RESOURCES			
Asset Retirement Obligation Items	-	471,500	471,500
Pension Items - IMRF	-	591,851	591,851
Total Deferred Outflows of Resources	-	1,063,351	1,063,351
Total Assets and Deferred Outflows of Resources	972,408	24,667,816	25,640,224
CURRENT LIABILITIES			
Accounts Payable	-	315,785	315,785
Accrued Interest	-	13,180	13,180
Accrued Payroll	-	57,939	57,939
Deposits Payable	-	21,886	21,886
Current Portion of Compensated Absences	-	11,027	11,027
Current Portion of Promissory Note Payable	-	50,000	50,000
Current Portion of IEPA Loan Payable	-	712,511	712,511
Current Portion of Leases Payable	-	47,260	47,260
Current Portion of OPEB Liability	-	18,597	18,597
Total Current Liabilities	-	1,248,185	1,248,185
NONCURRENT LIABILITIES			
Compensated Absences	-	99,245	99,245
Promissory Note Payable	-	100,000	100,000
IEPA Loan Payable	-	8,333,003	8,333,003
Leases Payable	-	88,794	88,794
OPEB Liability	-	214,495	214,495
Asset Retirement Obligations	-	500,000	500,000
Net Pension Liability - IMRF	-	602,107	602,107
Total Noncurrent Liabilities	-	9,937,644	9,937,644
Total Liabilities	-	11,185,829	11,185,829

(This schedule is continued on the following page.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

COMBINING SCHEDULE OF NET POSITION (Continued)
WATERWORKS AND SEWERAGE DIVISION ACCOUNTS

December 31, 2024

	Capital Improvement	Operating and Maintenance	Total
DEFERRED INFLOWS OF RESOURCES			
Deferred Property Taxes	\$ -	\$ 111,416	\$ 111,416
Pension Items - IMRF	-	3,344	3,344
Total Deferred Inflows of Resources	-	114,760	114,760
Total Liabilities and Deferred Inflows of Resources	-	11,300,589	11,300,589
NET POSITION			
Net Investment in Capital Assets	-	9,750,381	9,750,381
Unrestricted	972,408	3,616,846	4,589,254
TOTAL NET POSITION	<u>\$ 972,408</u>	<u>\$ 13,367,227</u>	<u>\$ 14,339,635</u>

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**COMBINING SCHEDULE OF REVENUES, EXPENSES AND
CHANGES IN NET POSITION
WATERWORKS AND SEWERAGE DIVISION ACCOUNTS**

For the Year Ended December 31, 2024

	Capital Improvement	Operating and Maintenance	Total
OPERATING REVENUES			
Charges for Services	\$ 272,180	\$ 4,401,845	\$ 4,674,025
Total Operating Revenues	272,180	4,401,845	4,674,025
OPERATING EXPENSES			
Personal Services	-	1,460,293	1,460,293
Contractual Services	-	1,287,586	1,287,586
Supplies and Commodities	-	986,673	986,673
Total Operating Expenses	-	3,734,552	3,734,552
Operating Income Before Depreciation	272,180	667,293	939,473
DEPRECIATION	-	1,148,679	1,148,679
OPERATING INCOME (LOSS)	272,180	(481,386)	(209,206)
NON-OPERATING REVENUES (EXPENSES)			
Investment Income	-	134,776	134,776
Miscellaneous Income	-	17,315	17,315
Property Taxes	-	101,567	101,567
Gain on Sale of Capital Assets	-	11,667	11,667
Interest Expense	-	(159,219)	(159,219)
Total Non-Operating Revenues (Expenses)	-	106,106	106,106
NET INCOME (LOSS) BEFORE CAPITAL GRANTS AND CONTRIBUTIONS AND TRANSFERS	272,180	(375,280)	(103,100)
CAPITAL GRANTS AND CONTRIBUTIONS AND TRANSFERS			
Capital Grants and Contributions	-	989,679	989,679
Transfers In	-	1,000,000	1,000,000
Total Capital Grants and Contributions and Transfers	-	1,989,679	1,989,679
CHANGE IN NET POSITION	272,180	1,614,399	1,886,579
NET POSITION, JANUARY 1	700,228	11,752,828	12,453,056
NET POSITION, DECEMBER 31	\$ 972,408	\$ 13,367,227	\$ 14,339,635

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**COMBINING STATEMENT OF CASH FLOWS
WATERWORKS AND SEWERAGE DIVISION ACCOUNTS**

For the Year Ended December 31, 2024

	Capital Improvement	Operating and Maintenance	Eliminations	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers and Users	\$ 272,180	\$ 4,242,211	\$ -	\$ 4,514,391
Receipts from Miscellaneous Revenues	-	17,315	-	17,315
Payments to Suppliers	-	(2,581,674)	-	(2,581,674)
Payments to Employees	-	(1,569,405)	-	(1,569,405)
Net Cash from Operating Activities	272,180	108,447	-	380,627
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers In	-	1,000,000	-	1,000,000
Property Taxes Received	-	102,951	-	102,951
Net Cash from Noncapital Financing Activities	-	1,102,951	-	1,102,951
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Principal Payments on IEPA Loans	-	(702,368)	-	(702,368)
Principal Payments on Leases	-	(37,796)	-	(37,796)
Principal Payments on Promissory Notes	-	(50,000)	-	(50,000)
Proceeds from Capital Grant	-	1,335,490	-	1,335,490
Capital Assets Purchased	-	(1,945,922)	-	(1,945,922)
Proceeds from Disposal of Capital Assets	-	11,667	-	11,667
Interest Paid	-	(159,783)	-	(159,783)
Net Cash from Capital and Related Financing Activities	-	(1,548,712)	-	(1,548,712)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Received	-	134,776	-	134,776
Net Cash from Investing Activities	-	134,776	-	134,776
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	272,180	(202,538)	-	69,642
CASH AND CASH EQUIVALENTS, JANUARY 1	700,228	2,679,545	-	\$ 3,379,773
CASH AND CASH EQUIVALENTS, DECEMBER 31	\$ 972,408	\$ 2,477,007	\$ -	\$ 3,449,415

(This schedule is continued on the following page.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

COMBINING STATEMENT OF CASH FLOWS (Continued)
WATERWORKS AND SEWERAGE DIVISION ACCOUNTS

For the Year Ended December 31, 2024

	Capital Improvement	Operating and Maintenance	Eliminations	Total
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH FLOWS FROM OPERATING ACTIVITIES				
Operating Income (Loss)	\$ 272,180	\$ (481,386)	\$ -	\$ (209,206)
Adjustments to Reconcile Operating Income (Loss) to Net Cash from Operating Activities				
Depreciation and Amortization	-	1,148,679	-	1,148,679
Miscellaneous Revenue	-	17,315	-	17,315
Changes in Assets and Liabilities				
Accounts Receivable	-	(159,634)	-	(159,634)
Accounts Payable	-	(162,138)	-	(162,138)
Contracts Payable	-	(148,577)	-	(148,577)
Deposits Payables	-	(1,700)	-	(1,700)
Deferred Outflows of Resources - IMRF	-	270,126	-	270,126
Deferred Inflows of Resources - IMRF	-	3,344	-	3,344
Deferred Outflows of Resources - Asset				
Retirement Obligations	-	5,000	-	5,000
OPEB Items	-	(52,846)	-	(52,846)
Accrued Payroll	-	15,199	-	15,199
Compensated Absences	-	48,877	-	48,877
Net Pension Liability - IMRF	-	(393,812)	-	(393,812)
NET CASH FROM OPERATING ACTIVITIES	\$ 272,180	\$ 108,447	\$ -	\$ 380,627
NONCASH TRANSACTIONS				
Issuance of Leases	\$ -	\$ 138,124		\$ 138,124
Capital Assets Acquired through Accounts Payable	-	117,217		117,217
TOTAL NONCASH TRANSACTIONS	\$ -	\$ 117,217		\$ 117,217

(See independent auditor's report.)

FIDUCIARY FUNDS

Fiduciary Funds consist of resources held by the Village as trustee to be expended or invested in accordance with the conditions of the trust or in its custodial capacity. The Fiduciary Funds maintained by the Village are as follows:

PENSION TRUST FUNDS

Police Pension Fund - to account for the accumulation of resources to be used for retirement annuity payments of appropriate amounts at times in the future. Resources are contributed by police officers at rates fixed by state statutes and by the Village through an annual property tax levy of amounts determined by an independent actuary.

Firefighters' Pension Fund - to account for the accumulation of resources to be used for retirement annuity payments of appropriate amounts at times in the future. Resources are contributed by firefighters at rates fixed by the state statutes and by the Village through an annual property tax levy of amounts determined by an independent actuary.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**COMBINING STATEMENT OF NET POSITION
PENSION TRUST FUNDS**

December 31, 2024

	Pension Trust		Total
	Police Pension	Firefighters' Pension	
ASSETS			
Cash and Cash Equivalents	\$ 722,151	\$ 115,226	\$ 837,377
Investments, at Fair Value			
Certificates of Deposit	-	116,435	116,435
Illinois Police Officers'			
Pension Investment Fund	19,996,385	-	19,996,385
Accrued Interest Receivable	-	644	644
Due from Municipality	81	-	81
Total Assets	20,718,617	232,305	20,950,922
LIABILITIES			
Accounts Payable	381	307	688
Advance from Municipality	-	27,200	27,200
Total Liabilities	381	27,507	27,888
NET POSITION RESTRICTED FOR PENSIONS	\$ 20,718,236	\$ 204,798	\$ 20,923,034

(See independent auditor's report.)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**COMBINING STATEMENT OF CHANGES IN PLAN NET POSITION
PENSION TRUST FUNDS**

For the Year Ended December 31, 2024

	Pension Trust		
	Police Pension	Firefighters' Pension	Total
ADDITIONS			
Contributions			
Employer Contributions	\$ 1,920,541	\$ 10,010	\$ 1,930,551
Employee Contributions	198,579	-	198,579
Total Contributions	2,119,120	10,010	2,129,130
Investment Income			
Net Appreciation in Fair Value of Investments	1,650,263	-	1,650,263
Interest	167,958	10,037	177,995
Total Investment Income	1,818,221	10,037	1,828,258
Less Investment Expense	(11,412)	-	(11,412)
Net Investment Income	1,806,809	10,037	1,816,846
Total Additions	3,925,929	20,047	3,945,976
DEDUCTIONS			
Benefits and Refunds	2,425,832	21,148	2,446,980
Administrative Expenses	24,743	1,777	26,520
Total Deductions	2,450,575	22,925	2,473,500
NET INCREASE (DECREASE)	1,475,354	(2,878)	1,472,476
NET POSITION RESTRICTED FOR PENSIONS			
January 1	19,242,882	207,676	19,450,558
December 31	\$ 20,718,236	\$ 204,798	\$ 20,923,034

(See independent auditor's report.)

STATISTICAL SECTION (Unaudited)

This part of the Village of Western Springs, Illinois' annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures and required supplementary information displays about the Village's overall financial health.

<u>Contents</u>	<u>Page(s)</u>
Financial Trends These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have been changed over time.	121-130
Revenue Capacity These schedules contain information to help the reader assess the Village's most significant local revenue source, the property tax.	131-134
Debt Capacity These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.	135-140
Demographic and Economic Information These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.	141-142
Operating Information These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.	143-145

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

NET POSITION BY COMPONENT

Last Ten Fiscal Years

	2024	2023	2022	2021
GOVERNMENTAL ACTIVITIES				
Net Investment in Capital Assets	\$ 70,608,772	\$ 70,198,651	\$ 70,413,791	\$ 70,771,540
Restricted	6,731,111	5,288,066	6,290,064	2,862,388
Unrestricted	(3,622,652)	(3,138,171)	(6,019,326)	(5,546,809)
TOTAL GOVERNMENTAL ACTIVITIES	\$ 73,717,231	\$ 72,348,546	\$ 70,684,529	\$ 68,087,119
BUSINESS-TYPE ACTIVITIES				
Net Investment in Capital Assets	\$ 14,825,994	\$ 13,504,732	\$ 10,537,518	\$ 10,459,166
Restricted	-	-	804,007	-
Unrestricted	5,484,969	4,024,090	2,511,605	1,501,268
TOTAL BUSINESS-TYPE ACTIVITIES	\$ 20,310,963	\$ 17,528,822	\$ 13,853,130	\$ 11,960,434
PRIMARY GOVERNMENT				
Net Investment in Capital Assets	\$ 85,434,766	\$ 83,703,383	\$ 80,951,309	\$ 81,230,706
Restricted	6,731,111	5,288,066	7,094,071	2,862,388
Unrestricted	1,862,317	885,919	(3,507,721)	(4,045,541)
TOTAL PRIMARY GOVERNMENT	\$ 94,028,194	\$ 89,877,368	\$ 84,537,659	\$ 80,047,553

GASB Statement No. 68 was implemented in 2015.

GASB Statement No. 75 was implemented in 2018.

Data Source

Audited Financial Statements

2020	2019	2018	2017	2016	2015
\$ 71,281,670	\$ 70,781,892	\$ 70,924,158	\$ 69,189,177	\$ 70,654,082	\$ 72,419,795
2,830,312	3,147,417	3,368,228	4,761,522	2,664,124	2,230,311
(9,091,255)	(9,100,121)	(8,164,899)	(6,669,816)	(4,070,111)	(3,773,976)
\$ 65,020,727	\$ 64,829,188	\$ 66,127,487	\$ 67,280,883	\$ 69,248,095	\$ 70,876,130
\$ 8,391,906	\$ 7,936,823	\$ 8,085,899	\$ 7,481,302	\$ 7,058,911	\$ 7,133,427
-	-	-	-	-	-
1,759,014	1,308,477	632,575	956,753	(558,727)	(508,970)
\$ 10,150,920	\$ 9,245,300	\$ 8,718,474	\$ 8,438,055	\$ 6,500,184	\$ 6,624,457
\$ 79,673,576	\$ 78,718,715	\$ 79,010,057	\$ 76,670,479	\$ 77,712,993	\$ 79,553,222
2,830,312	3,147,417	3,368,228	4,761,522	2,664,124	2,230,311
(7,332,241)	(7,791,644)	(7,532,324)	(5,713,063)	(4,628,838)	(4,282,946)
\$ 75,171,647	\$ 74,074,488	\$ 74,845,961	\$ 75,718,938	\$ 75,748,279	\$ 77,500,587

VILLAGE OF WESTERN SPRINGS, ILLINOIS

CHANGE IN NET POSITION

Last Ten Fiscal Years

Fiscal Year	2024	2023	2022	2021
EXPENSES				
Governmental Activities				
General Government	\$ 2,709,929	\$ 2,782,072	\$ 1,989,841	\$ 2,051,585
Public Safety	8,655,027	8,012,895	6,897,478	5,602,949
Municipal Services	3,177,393	5,191,593	4,771,891	4,440,711
Economic Development	2,787,861	1,136,924	979,790	838,549
Culture and Recreation	1,548,603	1,627,135	1,340,999	1,341,448
Interest	343,996	383,254	437,465	507,873
Total Governmental Activities Expenses	19,222,809	19,133,873	16,417,464	14,783,115
Business-Type Activities				
Waterworks and Sewerage	5,042,450	4,850,379	4,056,242	3,883,657
Burlington Northern Parking	468,307	345,368	495,943	392,243
Stormwater Utility	130,236	-	-	-
Emergency 911	-	-	-	-
Total Business-Type Activities Expenses	5,640,993	5,195,747	4,552,185	4,275,900
TOTAL PRIMARY GOVERNMENT EXPENSES	\$ 24,863,802	\$ 24,329,620	\$ 20,969,649	\$ 19,059,015
PROGRAM REVENUES				
Governmental Activities				
Charges for Services				
General Government	\$ 598,970	\$ 635,237	\$ 603,666	\$ 412,407
Public Safety	646,808	175,590	304,208	260,610
Municipal Services	1,610,530	1,426,992	1,621,734	1,628,859
Culture and Recreation	1,408,690	1,427,822	1,404,633	1,074,369
Operating Grants and Contributions	796,879	938,751	551,204	560,804
Capital Grants and Contributions	227,836	547,185	862,724	285,035
Total Governmental Activities Program Revenues	5,289,713	5,151,577	5,348,169	4,222,084
Business-Type Activities				
Charges for Services				
Waterworks and Sewerage	4,674,025	4,603,950	4,898,904	4,916,268
Burlington Northern Parking	142,802	140,275	120,427	100,631
Stormwater Utility	1,150,935	755,022	-	-
Emergency 911	-	-	-	-
Operating Grants and Contributions	-	-	-	-
Capital Grants and Contributions	1,002,687	2,774,199	246,822	802,644
Total Business-Type Activities Program Revenues	6,970,449	8,273,446	5,266,153	5,819,543
TOTAL PRIMARY GOVERNMENT PROGRAM REVENUES	\$ 12,260,162	\$ 13,425,023	\$ 10,614,322	\$ 10,041,627
NET (EXPENSE) REVENUE				
Governmental Activities	\$ (13,933,096)	\$ (13,982,296)	\$ (11,069,295)	\$ (10,561,031)
Business-Type Activities	1,329,456	3,077,699	713,968	1,543,643
TOTAL PRIMARY GOVERNMENT NET (EXPENSE) REVENUE	\$ (12,603,640)	\$ (10,904,597)	\$ (10,355,327)	\$ (9,017,388)

2020	2019	2018	2017	2016	2015
\$ 2,248,747	\$ 2,514,764	\$ 2,149,637	\$ 2,634,147	\$ 2,639,175	\$ 2,203,477
6,714,481	7,581,939	8,097,599	7,596,882	7,920,924	7,140,846
4,046,004	4,005,248	3,040,344	2,794,550	3,411,564	3,747,309
759,776	749,104	2,445	4,648	4,255	3,334
1,277,479	1,664,882	1,593,323	1,605,453	1,695,442	1,761,165
413,871	513,133	392,016	415,792	291,867	355,249
15,460,358	17,029,070	15,275,364	15,051,472	15,963,227	15,211,380
4,299,844	4,065,739	3,492,842	3,668,216	3,700,587	3,543,606
382,513	347,994	469,770	652,391	482,444	316,323
-	-	-	-	-	-
-	-	-	150,331	387,121	190,117
4,682,357	4,413,733	3,962,612	4,470,938	4,570,152	4,050,046
\$ 20,142,715	\$ 21,442,803	\$ 19,237,976	\$ 19,522,410	\$ 20,533,379	\$ 19,261,426
\$ 396,937	\$ 431,452	\$ 431,400	\$ 431,030	\$ 383,625	\$ 367,984
262,073	382,947	414,094	339,229	309,139	345,200
1,165,573	1,427,207	1,516,230	1,468,182	1,300,225	1,329,431
591,458	1,161,519	1,104,937	1,145,838	1,191,119	998,957
713,711	502,407	401,194	407,121	391,630	353,239
285,035	-	3,374	34,862	13,426	-
3,414,787	3,905,532	3,871,229	3,826,262	3,589,164	3,394,811
4,995,542	4,377,186	4,112,678	4,140,796	3,358,961	3,043,822
120,018	185,788	182,497	183,784	183,175	185,102
-	-	-	-	-	-
-	-	-	(11,071)	165,263	146,524
-	-	-	-	-	-
316,472	-	-	492,326	-	-
5,432,032	4,562,974	4,295,175	4,805,835	3,707,399	3,375,448
\$ 8,846,819	\$ 8,468,506	\$ 8,166,404	\$ 8,632,097	\$ 7,296,563	\$ 6,770,259
\$ (12,045,571)	\$ (13,123,538)	\$ (11,404,135)	\$ (11,225,210)	\$ (12,374,063)	\$ (11,816,569)
749,675	149,241	332,563	334,897	(862,753)	(674,598)
\$ (11,295,896)	\$ (12,974,297)	\$ (11,071,572)	\$ (10,890,313)	\$ (13,236,816)	\$ (12,491,167)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

CHANGE IN NET POSITION (Continued)

Last Ten Fiscal Years

Fiscal Year	2024	2023	2022	2021
GENERAL REVENUES AND OTHER CHANGES IN NET POSITION				
Governmental Activities				
Taxes				
Property	\$ 9,790,607	\$ 9,093,242	\$ 8,545,745	\$ 8,041,723
Sales, Local Use	2,173,203	2,093,166	2,046,665	1,898,721
Utility	624,301	664,957	787,352	649,487
Telecommunications	147,236	155,182	157,732	169,158
Other	21,847	-	-	-
Intergovernmental - Unrestricted				
Income Tax	2,314,482	2,176,815	2,220,808	1,718,877
Replacement Tax	53,971	91,955	110,534	54,630
Investment Income	964,583	849,092	250,264	79,969
Miscellaneous	137,177	593,758	507,100	965,292
Gain on Sale of Capital Assets	74,374	-	-	49,566
Transfers In (Out)	(1,000,000)	(350,000)	(980,000)	-
Total Governmental Activities	15,301,781	15,368,167	13,646,200	13,627,423
Business-Type Activities				
Property Tax	109,470	96,741	108,960	129,551
Investment Income	182,986	132,786	62,482	1,850
Miscellaneous	18,562	18,466	22,953	128,466
Gain on Sale of Capital Assets	11,667	-	-	6,004
Transfers In (Out)	1,000,000	350,000	980,000	-
Total Business-Type Activities	1,322,685	597,993	1,174,395	265,871
TOTAL PRIMARY GOVERNMENT	\$ 16,624,466	\$ 15,966,160	\$ 14,820,595	\$ 13,893,294
CHANGE IN NET POSITION				
Governmental Activities	\$ 1,368,685	\$ 1,385,871	\$ 2,576,905	\$ 3,066,392
Business-Type Activities	2,652,141	3,675,692	1,888,363	1,809,514
TOTAL PRIMARY GOVERNMENT				
CHANGE IN NET POSITION	\$ 4,020,826	\$ 5,061,563	\$ 4,465,268	\$ 4,875,906

Data Source

Audited Financial Statements

2020	2019	2018	2017	2016	2015
\$ 7,345,716	\$ 6,884,376	\$ 6,655,617	\$ 6,064,042	\$ 5,898,916	\$ 5,672,832
1,671,879	1,447,806	1,411,298	1,337,154	1,289,721	1,225,827
583,578	591,430	606,366	570,747	558,801	573,866
202,328	246,280	299,546	308,103	347,917	375,411
-	-	-	-	-	-
1,409,979	1,381,046	1,242,565	1,191,568	1,263,039	1,380,581
31,119	34,820	28,008	30,808	29,174	32,924
193,906	381,651	251,797	94,168	60,207	38,910
779,125	810,629	899,952	989,471	964,939	974,834
19,480	62,652	-	118,328	64,241	-
-	(100,000)	(100,000)	(1,446,391)	(356,887)	(100,000)
12,237,110	11,740,690	11,295,149	9,257,998	10,120,068	10,175,185
118,334	98,929	118,371	107,761	115,547	106,786
14,816	38,493	35,877	8,961	3,660	174
22,795	140,163	21,424	35,753	7,967	36,330
-	-	(9,005)	4,108	3,933	998
-	100,000	100,000	1,446,391	356,887	100,000
155,945	377,585	266,667	1,602,974	487,994	244,288
\$ 12,393,055	\$ 12,118,275	\$ 11,561,816	\$ 10,860,972	\$ 10,608,062	\$ 10,419,473
\$ 191,539	\$ (1,382,848)	\$ (108,986)	\$ (1,967,212)	\$ (2,253,995)	\$ (1,641,384)
905,620	526,826	599,230	1,937,871	(374,759)	(430,310)
\$ 1,097,159	\$ (856,022)	\$ 490,244	\$ (29,341)	\$ (2,628,754)	\$ (2,071,694)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years

Fiscal Year	2024	2023	2022	2021
GENERAL FUND				
Nonspendable				
Prepaid Items	\$ 22,974	\$ 22,213	\$ 46,104	\$ 22,877
Restricted				
Retirement	-	-	-	-
Assigned for Quasiquicentennial	6,321	6,321	6,321	6,321
Unassigned	7,490,059	8,304,120	5,843,121	5,253,804
TOTAL GENERAL FUND	\$ 7,519,354	\$ 8,332,654	\$ 5,895,546	\$ 5,283,002
ALL OTHER GOVERNMENTAL FUNDS				
Nonspendable				
Prepaid Items	\$ -	\$ -	\$ -	\$ 539,470
Restricted				
Capital Improvement	3,560,743	2,350,131	2,282,359	1,748,401
Maintenance of Roadways	2,306,204	2,098,345	4,689,171	6,742,435
Subdivision Improvements	24,396	23,245	22,212	21,979
Public Safety	106,603	102,470	68,125	68,013
Debt Service	476,449	325,366	200,461	130,397
Economic Development	569,365	1,335,095	926,334	531,480
Assigned for Recreation	1,324,202	1,219,107	930,208	618,124
Assigned for Capital Projects	2,882,864	2,820,617	3,153,926	3,321,016
Assigned for Commuter Improvements	40,693	53,131	65,677	73,729
Unassigned	(113,758)	(32,941)	(90,688)	(271,028)
TOTAL ALL OTHER GOVERNMENTAL FUNDS	\$ 11,177,761	\$ 10,294,566	\$ 12,247,785	\$ 13,524,016

Data Source

Audited Financial Statements

2020	2019	2018	2017	2016	2015
\$ 25,702	\$ 27,897	\$ -	\$ 33,762	\$ 14,086	\$ 150,866
-	-	-	-	-	12,278
6,321	6,321	48,276	48,276	48,276	48,276
4,466,813	4,085,929	4,174,899	3,843,051	3,617,782	4,024,147
\$ 4,498,836	\$ 4,120,147	\$ 4,223,175	\$ 3,925,089	\$ 3,680,144	\$ 4,235,567
\$ -	\$ -	\$ -	\$ -	\$ 452,545	\$ 9,509
621,021	792,909	829,788	1,032,608	1,195,346	1,361,158
4,687,073	6,688,880	5,608,645	6,584,387	2,995,374	3,518,435
21,976	21,898	21,493	21,219	51,760	51,757
68,013	68,013	-	-	-	-
371,382	317,297	264,234	211,377	176,064	250,955
137,216	75,352	-	-	-	-
368,360	490,597	361,167	503,058	538,105	335,579
2,602,413	2,580,020	2,369,306	2,088,619	3,550,995	3,316,093
90,189	97,830	88,016	75,327	58,367	46,803
(94,320)	(29,551)	-	(40,205)	(37,433)	(33,431)
\$ 8,873,323	\$ 11,103,245	\$ 9,542,649	\$ 10,476,390	\$ 8,981,123	\$ 8,856,858

VILLAGE OF WESTERN SPRINGS, ILLINOIS

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years

Fiscal Year	2024	2023	2022	2021
REVENUES				
Taxes	\$ 12,757,194	\$ 12,027,359	\$ 11,559,419	\$ 10,778,392
Intergovernmental	3,326,501	3,976,040	3,407,225	2,858,185
Grants	227,836	2,000	577,689	-
Charges for Services	2,482,105	2,455,246	2,289,508	1,942,605
Licenses and Permits	1,626,689	1,475,897	1,709,932	1,732,271
Fines and Forfeits	156,204	160,495	286,595	242,280
Investment Income	964,583	849,092	250,264	79,969
Miscellaneous	137,177	113,615	78,737	346,239
Total Revenues	21,678,289	21,059,744	20,159,369	17,979,941
EXPENDITURES				
General Government	2,845,285	2,602,900	2,359,047	2,259,825
Public Safety	7,417,391	6,472,106	6,498,437	6,325,921
Municipal Services	2,326,969	3,223,361	2,927,419	2,304,995
Economic Development	2,787,861	1,136,924	979,790	838,549
Culture and Recreation	1,333,517	1,271,324	1,251,620	1,167,107
Intergovernmental	-	-	-	-
Capital Outlay	1,960,621	3,780,711	3,668,179	3,193,270
Debt Service				
Principal Retirement	2,181,265	1,971,926	1,965,441	2,025,218
Interest and Fiscal Charges	394,879	437,834	500,372	560,611
Total Expenditures	21,247,788	20,897,086	20,150,305	18,675,496
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	430,501	162,658	9,064	(695,555)
OTHER FINANCING SOURCES (USES)				
Transfers In	2,940,920	502,990	702,786	1,200,786
Transfers (Out)	(3,940,920)	(852,990)	(1,682,786)	(1,200,786)
Bonds Issued, at Par	-	-	-	5,745,000
Notes Issued, at Par	-	-	-	-
Premium on Bonds	-	-	-	255,523
Payment to Escrow Agent	-	-	-	-
Sale of Assets	82,273	226,691	207,086	49,566
Lease Issuance	122,495	166,394	78,397	80,325
SBITA Issuance	434,626	-	-	-
Total Other Financing Sources (Uses)	(360,606)	43,085	(694,517)	6,130,414
NET CHANGE IN FUND BALANCES	\$ 69,895	\$ 205,743	\$ (685,453)	\$ 5,434,859
DEBT SERVICE AS A PERCENTAGE OF NONCAPITAL EXPENDITURES				
	13.08%	12.92%	13.62%	15.16%

Data Source

Audited Financial Statements

2020	2019	2018	2017	2016	2015
\$ 9,813,622	\$ 9,169,892	\$ 8,972,831	\$ 8,280,045	\$ 8,095,354	\$ 7,847,937
2,673,088	2,125,991	1,724,419	1,714,271	1,745,159	1,809,187
-	-	-	-	-	-
1,335,233	1,951,942	1,958,422	2,061,955	2,056,663	1,914,268
1,284,222	1,569,300	1,612,231	1,567,589	1,385,544	1,380,762
244,469	361,743	394,069	318,653	288,598	323,642
193,906	381,651	251,797	94,168	60,207	38,910
262,877	278,051	352,609	375,642	370,353	355,290
15,807,417	15,838,570	15,266,378	14,412,323	14,001,878	13,669,996
2,135,982	2,274,923	1,937,381	2,380,810	2,363,807	2,145,614
6,235,850	6,222,939	6,799,863	6,544,495	6,531,451	6,076,345
2,464,525	2,495,004	2,014,352	1,813,103	1,720,087	1,697,188
759,776	749,104	2,445	4,648	4,255	3,334
1,082,101	1,374,051	1,345,752	1,380,047	1,429,072	1,397,029
-	-	1,925,000	-	-	-
2,953,751	2,912,897	2,512,187	2,388,680	1,274,360	2,218,340
1,622,882	1,466,000	1,206,000	1,056,000	1,036,000	1,003,300
459,706	549,725	487,291	383,854	315,595	372,256
17,714,573	18,044,643	18,230,271	15,951,637	14,674,627	14,913,406
(1,907,156)	(2,206,073)	(2,963,893)	(1,539,314)	(672,749)	(1,243,410)
506,261	1,112,047	969,212	531,890	1,437,449	1,482,310
(506,261)	(1,212,047)	(1,069,212)	(1,997,897)	(1,794,336)	(1,582,310)
-	3,500,000	1,925,000	4,500,000	350,000	5,480,000
-	30	500,000	-	-	-
-	103,275	-	88,864	-	309,114
-	-	-	-	-	(1,560,434)
19,480	75,817	19,774	156,669	248,478	9,350
36,443	-	-	-	-	-
-	-	-	-	-	-
55,923	3,579,122	2,344,774	3,279,526	241,591	4,138,030
\$ (1,851,233)	\$ 1,373,049	\$ (619,119)	\$ 1,740,212	\$ (431,158)	\$ 2,894,620
13.26%	12.50%	10.42%	10.23%	9.61%	7.55%

VILLAGE OF WESTERN SPRINGS, ILLINOIS

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

Last Ten Levy Years

Levy Year	Residential Property	Railroad	Commercial Property	Industrial Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Estimated Actual Taxable Value
2015	\$ 557,280,035	\$ 390,591	\$ 27,290,248	\$ 343,972	\$ 585,304,846	1.008	\$ 1,949,065,137	33.333%
2016	590,202,173	443,676	28,989,207	122,657	619,757,713	0.979	2,063,793,184	33.333%
2017	736,850,500	494,497	32,512,982	106,515	769,964,494	0.863	2,563,981,765	33.333%
2018	719,810,427	531,332	32,308,947	104,652	752,755,358	0.912	2,506,675,342	33.333%
2019	718,329,761	616,398	33,022,867	*	751,969,026	0.972	2,504,056,857	33.333%
2020	807,474,859	745,718	35,607,913	*	843,828,490	0.892	2,809,948,872	33.333%
2021	747,007,736	745,718	34,237,752	*	781,991,206	1.010	2,604,030,716	33.333%
2022	733,434,864	998,789	33,618,817	*	768,052,470	1.082	2,557,614,725	33.333%
2023	971,122,997	1,048,437	37,134,678	*	1,009,306,112	1.087	3,360,989,353	33.333%
2024	*	*	*	*	*	*	*	*

*Data not available at time of printing.

Note: Property in the Village is reassessed on a triennial basis. Property is assessed at 33% of actual value.

Data Source

Office of the County Clerk

VILLAGE OF WESTERN SPRINGS, ILLINOIS

PROPERTY TAX RATES - PER \$100 OF ASSESSED VALUATION - DIRECT AND OVERLAPPING GOVERNMENTS

Last Ten Fiscal Years

Tax Levy Year		2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
TAX RATES											
Village of Western Springs	(a)	**	0.868	1.082	1.009	0.892	0.972	0.912	0.863	0.979	1.008
Thomas Ford Memorial Library		**	0.196	0.249	0.232	0.211	0.230	0.227	0.179	0.214	0.219
Western Spring Park District		**	0.112	0.389	0.128	0.117	0.127	0.124	0.116	0.139	0.141
Cook County		**	0.386	0.431	0.446	0.453	0.484	0.489	0.527	0.533	0.586
Forest Preserve District of Cook County		**	0.075	0.080	0.058	0.058	0.059	0.060	0.062	0.063	0.069
Metropolitan Water Reclamation District		**	0.345	0.740	0.381	0.378	0.389	0.396	0.402	0.406	0.426
Lyons Township		**	0.034	0.044	0.043	0.159	0.198	0.201	0.193	0.227	0.237
School District #101		**	3.087	3.567	3.073	2.791	3.002	2.905	2.742	3.293	3.374
DuPage Community College District #502		**	0.197	0.256	0.252	0.227	0.244	0.265	0.258	0.313	0.311
Lyons Township High School #204		**	1.919	2.358	2.183	1.962	2.181	2.125	2.001	2.359	2.432
Des Plaines Valley Mosquito Abatement		**	0.011	0.015	0.013	0.012	0.014	0.015	0.015	0.017	0.017
TOTAL TAX RATES		**	7.229	9.211	7.818	7.260	7.900	7.719	7.358	8.543	8.820
(a) Village Property Tax Breakdown: Corporate Levy											
<i>Garbage</i>		**	0.196	0.253	0.179	0.158	0.177	0.183	0.164	0.187	0.186
<i>IMRF</i>		**	0.014	0.019	0.018	0.017	0.019	0.019	0.019	0.023	0.024
<i>Street and Bridges</i>		**	0.038	0.042	0.047	0.053	0.056	0.047	0.051	0.057	0.071
<i>Public Benefit</i>		**	0.031	0.041	0.040	0.037	0.042	0.042	0.041	0.049	0.052
<i>Fire Protection</i>		**	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
<i>Police Protection</i>		**	0.034	0.045	0.044	0.041	0.046	0.046	0.045	0.054	0.057
<i>Civil Defense</i>		**	0.034	0.045	0.044	0.041	0.046	0.046	0.045	0.054	0.050
<i>Auditing</i>		**	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.001	0.001
<i>Liability Insurance</i>		**	0.004	0.006	0.005	0.004	0.004	0.004	0.004	0.004	0.005
<i>Street Lighting</i>		**	0.012	0.015	0.015	0.013	0.002	0.002	0.002	0.035	0.037
<i>Crossing Guards</i>		**	0.013	0.018	0.017	0.016	0.018	0.018	0.018	0.021	0.022
<i>Ambulance</i>		**	0.003	0.004	0.004	0.004	0.004	0.004	0.004	0.005	0.005
<i>Forestry</i>		**	0.047	0.062	0.061	0.056	0.063	0.063	0.062	0.075	0.079
<i>Debt Service</i>		**	0.014	0.019	0.018	0.017	0.019	0.019	0.019	0.022	0.024
<i>Police Pension</i>		**	0.177	0.232	0.227	0.180	0.195	0.166	0.161	0.139	0.146
<i>Firefighters' Pension</i>		**	0.190	0.208	0.217	0.186	0.192	0.177	0.158	0.166	0.155
<i>Recreation</i>		**	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.002	0.002
<i>Handicapped Fund</i>		**	0.022	0.028	0.028	0.026	0.029	0.029	0.028	0.034	0.036
<i>Capital Improvement</i>		**	0.013	0.016	0.015	0.015	0.022	0.016	0.014	0.018	0.020
<i>TOTAL VILLAGE TAXES</i>		**	0.022	0.029	0.029	0.027	0.037	0.030	0.028	0.034	0.036

**Information not available.

Data Source

Office of the County Clerk

VILLAGE OF WESTERN SPRINGS, ILLINOIS

PRINCIPAL PROPERTY TAXPAYERS

Current Year and Ten Years Ago

Taxpayer	2023 Equalized Assessed Valuation*			Taxpayer	2014 Equalized Assessed Valuation**		
	Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Valuation		Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Valuation
Federal Realty Investment Trust	\$ 13,959,973	1	1.38%	Federal Realty Investment Trust	\$ 8,679,798	1	1.46%
Timber Trails Development	4,149,759	2	0.41%	Timber Trails Development	4,732,022	2	0.80%
Grant Dixon & Sons	2,072,720	3	0.21%	Hinsdale Bank and Trust	1,491,691	3	0.25%
Hinsdale Bank and Trust	1,886,038	4	0.19%	G. Grant Dixon & Sons	1,412,016	4	0.24%
800 Hillgrove	1,815,456	5	0.18%	BMO Harris Bank	1,290,617	5	0.22%
WSMC Partners	1,796,831	6	0.18%	Heartland Bank	1,211,028	6	0.20%
Heartland Bank	1,548,508	7	0.15%	Casey Gaik	1,166,289	7	0.20%
Individual	1,361,163	8	0.13%	800 Hillgrove	918,428	8	0.15%
Kanamono Properties LLC	1,273,515	9	0.13%	Peak Properties	835,288	9	0.14%
James Douglas Associates	1,223,366	10	0.12%	Franklin Hillgrove	805,179	10	0.14%
TOTAL	\$ 31,087,329		3.08%		\$ 22,542,356		3.80%

*Most recent data available.

** Most applicable Data

Note: Every effort has been made to seek out and report the largest taxpayers. However, many of the taxpayers contain multiple parcels, and it is possible that some parcels and their valuations have been overlooked.

Data Source

Office of the County Clerk

VILLAGE OF WESTERN SPRINGS, ILLINOIS

PROPERTY TAX LEVIES AND COLLECTIONS

Last Ten Levy Years

Levy Year	Tax Levied	Collected within the Fiscal Year of the Levy		Net Collections in Subsequent Years	Total Net Collections to Date*	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2015	\$ 5,899,872	\$ 5,845,265	99.07%	\$ 37,747	\$ 5,883,012	99.71%
2016	6,067,428	5,975,694	98.49%	29,226	6,004,920	98.97%
2017	6,640,891	6,526,941	98.28%	-	6,526,941	98.28%
2018	6,865,187	6,819,348	99.33%	30,148	6,849,496	99.77%
2019	7,309,139	7,257,298	99.29%	10,553	7,267,851	99.44%
2020	7,494,762	7,430,191	99.14%	9,504	7,439,695	99.27%
2021	7,884,057	7,844,702	99.50%	27,816	7,872,518	99.85%
2022	8,310,328	8,234,357	99.09%	44,674	8,279,031	99.62%
2023	8,703,875	8,701,034	99.97%	-	8,701,034	99.97%
2024	8,867,538	(a)	(a)	(a)	(a)	(a)

*The collections to date information is as December 31, 2024.

(a) Data not available at the date of issuance of this report.

Data Source

Office of the County Clerk

VILLAGE OF WESTERN SPRINGS, ILLINOIS

RATIOS OF OUTSTANDING DEBT BY TYPE

Last Ten Fiscal Years

Fiscal Year Ended	Governmental Activities							Business-Type Activities							Percentage of Personal Income*	Per Capita*	(Fiscal Year) EAV	Population
	General Obligation Bonds	General Obligation Revenue Source Bonds	Unamortized Premium	Capital Leases	Leases	SBITA	Installment Notes Payable	Alternate Revenue Source Bonds	IEPA Loans Payable	Capital Leases	Leases	Installment Notes Payable	Total Primary Government					
2015	\$ 7,030,000	\$ 3,705,000	\$ 305,666	\$ -	\$ -	\$ -	\$ 392,000	\$ 960,000	\$ 8,458,987	\$ -	\$ -	\$ -	\$ 20,851,653	2.60%	\$ 1,607.06	\$ 595,143,879	12,975	
2016	6,405,000	3,355,000	260,496	-	-	-	651,000	770,000	8,011,452	-	-	-	19,452,948	2.43%	1,499.26	585,304,846	12,975	
2017	10,295,000	3,000,000	296,699	-	-	-	560,000	585,000	7,557,698	-	-	-	22,294,397	2.46%	1,718.26	619,757,713	12,975	
2018	11,435,000	2,720,000	247,356	-	-	-	919,000	390,000	7,097,631	-	-	450,000.00	23,258,987	2.56%	1,701.66	769,964,494	13,404	
2019	13,895,000	2,435,000	202,221	-	-	-	778,000	200,000	9,215,740	-	-	400,000	27,125,961	2.86%	2,030.54	752,755,358	13,359	
2020	12,705,000	2,145,000	245,812	34,561	-	-	637,000	-	9,914,567	-	-	350,000	26,031,940	2.74%	1,931.30	751,969,026	13,479	
2021	16,875,000	1,850,000	431,066	100,668	-	-	496,000	-	10,533,107	69,073	-	300,000	30,654,914	2.78%	2,249.24	843,828,490	13,629	
2022	15,435,000	1,545,000	368,111	-	181,285.00	-	355,000	-	10,493,916	-	47,796.00	250,000	28,676,108	2.48%	2,153.99	781,991,206	13,313	
2023	13,925,000	1,235,000	310,900	-	240,000	-	270,000	-	9,747,882	-	35,726	200,000	25,964,508	2.05%	1,915.21	768,052,470	13,557	
2024	12,365,000	915,000	259,690	-	276,083	304,773	185,000	-	9,045,514	-	136,054	150,000	23,637,114	1.75%	1,747.14	1,009,306,112	13,529	

*See the schedule of Demographic and Economic Information on page 141 for population and personal income data.

Note: Details of the Village's outstanding debt can be found in the notes to financial statements.

[Data Source](#)

Village Records

VILLAGE OF WESTERN SPRINGS, ILLINOIS

RATIOS OF GENERAL BONDED DEBT OUTSTANDING

Last Ten Fiscal Years

Fiscal Year	General Obligation Bonds	Unamortized Premium	Less: Amounts Available In Debt Service Fund	Total	Percentage of Estimated Actual Taxable Value of Property*	Per Capita
2015	\$ 7,030,000	\$ 305,666	\$ 250,955	\$ 7,084,711	1.19%	\$ 546.03
2016	6,405,000	260,496	176,064	6,489,432	1.11%	500.15
2017	10,295,000	296,699	211,377	10,380,322	1.67%	800.02
2018	11,435,000	247,356	264,234	11,418,122	1.48%	851.84
2019	13,895,000	202,221	317,297	13,779,924	1.83%	1,031.51
2020	12,705,000	245,812	371,382	12,579,430	1.67%	933.26
2021	16,875,000	431,066	130,397	17,175,669	2.04%	1,260.23
2022	15,435,000	368,111	130,396	15,672,715	2.00%	1,177.25
2023	13,925,000	310,900	325,366	13,910,534	1.81%	1,026.08
2024	12,365,000	259,690	476,449	12,148,241	1.20%	897.94

*See the schedule of Assessed Value and Estimated Actual Value of Taxable Property on page 131 for property value data.

Note: Details of the Village's outstanding debt can be found in the notes to financial statements.

Data Sources

Village Records and Office of the County Clerk

VILLAGE OF WESTERN SPRINGS, ILLINOIS

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT (1)

December 31, 2024

Governmental Unit	Outstanding Debt (2)	Percentage Debt Applicable to the Village (4)	The Village Share of Debt
Village (3)	\$ 14,305,546	100.00%	\$ 14,305,546
Schools			
School District Number 101	17,405,000	99.84%	17,377,152
School District Number 102	20,210,000	0.03%	6,063
School District Number 106	14,895,000	39.40%	5,868,630
High School District Number 204	24,690,000	22.53%	5,562,657
DuPage County Community College District Numl	103,020,000	1.85%	1,905,870
Total Schools	180,220,000		30,720,372
Other			
Cook County	2,093,131,750	0.51%	10,674,972
Cook County Forest Preserve District	87,340,000	0.51%	445,434
Metropolitan Water Reclamation District of Greater Chicago	2,503,179,075	0.52%	13,016,531
LaGrange Park District	2,045,000	0.03%	614
Western Springs Park District	1,300,000	100.00%	1,300,000
Total Other	4,686,995,825		25,437,551
Total Overlapping Debt	4,867,215,825		56,157,923
TOTAL DIRECT AND OVERLAPPING DEBT	\$ 4,881,521,371		\$ 70,463,469

Notes:

(1) Data Source: Cook County Clerk and EMMA submissions.

(2) As of March 6, 2024

(3) Village outstanding debt excludes \$1,040,000 of bonds issued for the Thomas Ford Memorial Library as of Deceml

(4) Percentage based on 2022 equalized assessed valuation ("EAV"), the last available.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

LEGAL DEBT MARGIN INFORMATION

Last Ten Fiscal Years

Fiscal Year	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Debt Limit	\$ 87,052,652	\$ 66,244,526	\$ 67,446,742	\$ 72,780,207	\$ 64,857,328	\$ 64,925,150	\$ 64,925,150	\$ 53,454,103	\$ 50,482,543	\$ 51,331,160
Total Net Debt Applicable to Limit	12,365,000	13,925,000	15,435,000	16,875,000	13,892,000	13,895,000	11,435,000	10,295,000	6,405,000	7,030,000
LEGAL DEBT MARGIN	\$ 74,687,652	\$ 52,319,526	\$ 52,011,742	\$ 55,905,207	\$ 50,965,328	\$ 51,030,150	\$ 53,490,150	\$ 43,159,103	\$ 44,077,543	\$ 44,301,160
Total Net Debt Applicable to the Limit as a Percentage of Debt Limit	14.20%	21.02%	22.88%	23.19%	21.42%	21.40%	17.61%	19.26%	12.69%	13.70%
Legal Debt Margin Calculation for Fiscal 2021										
Equalized Assessed Value (2023 Levy Year)	\$ 1,009,306,112									
Legal Debt Margin	8.625%									
Debt Limit	87,052,652									
Debt Applicable to Limit General Obligation Bonds	12,365,000									
LEGAL DEBT MARGIN	\$ 74,687,652									

Data Sources

Village Financial Statements and Office of the County Clerk

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**PLEDGED-REVENUE COVERAGE
GOVERNMENTAL ACTIVITIES**

Last Ten Fiscal Years

2003B / 2012A (b)					
Fiscal Year	(a) Utility Revenue	Net Available Revenue	Debt Service		Coverage
			Principal	Interest	
2015	\$ 573,866	\$ 573,866	\$ 340,000	\$ 13,790	1.62
2016	558,801	558,801	350,000	10,050	1.55
2017	570,747	570,747	355,000	5,325	1.58
2018	N/A	N/A	N/A	N/A	N/A
2019	N/A	N/A	N/A	N/A	N/A
2020	N/A	N/A	N/A	N/A	N/A
2021	N/A	N/A	N/A	N/A	N/A
2022	N/A	N/A	N/A	N/A	N/A
2023	N/A	N/A	N/A	N/A	N/A
2024	N/A	N/A	N/A	N/A	N/A
2015A					
2015	\$ 573,866	\$ 573,866	\$ -	\$ 39,634	14.48
2016	558,801	558,801	-	67,303	8.30
2017	570,747	570,747	-	67,303	8.48
2018	606,367	606,367	280,000	67,303	1.75
2019	591,430	591,430	285,000	61,143	1.71
2020	583,577	583,577	290,000	54,873	1.69
2021	649,487	649,487	295,000	48,493	1.89
2022	787,352	787,352	305,000	42,003	2.27
2023	664,957	664,957	310,000	35,293	1.93
2024	624,301	624,301	320,000	28,473	1.79

(a) This bond issue is being repaid by gas and electric utilities.

(b) The 2012A issue refunded the 2003B issue.

N/A - Not applicable as the bonds were paid off

Note: Details of the Village's outstanding debt can be found in the notes to financial statements. Operating expenses do not include interest or depreciation.

Data Source

Village Financial Statements

VILLAGE OF WESTERN SPRINGS, ILLINOIS

PLEDGED-REVENUE COVERAGE BUSINESS-TYPE ACTIVITIES

Last Ten Fiscal Years

Fiscal Year	Business-Type Activity Bonds and IEPA Loan					
	Alternate	Less	Net	Debt Service		Coverage
	Revenue Sources	Operating Expenses	Available Revenue	Principal	Interest	
2015	\$ 3,158,839	\$ 2,783,659	\$ 375,180	\$ 631,762	\$ 133,296	\$ 0.49
2016	3,484,891	2,802,036	682,855	637,534	127,578	0.89
2017	4,287,687	2,796,747	1,490,940	638,754	117,371	1.97
2018	4,287,240	2,618,598	1,668,642	655,067	108,553	2.19
2019	4,643,016	3,168,574	1,474,442	656,477	98,732	1.95
2020	5,141,532	3,335,583	1,805,949	788,746	130,539	1.96
2021	5,167,952	2,881,410	2,286,542	618,513	135,752	3.03
2022	5,072,745	2,997,573	2,075,172	678,675	78,091	2.74
2023	4,840,106	3,689,539	1,150,567	746,127	155,716	1.28
2024	4,927,683	3,734,552	1,193,131	702,368	144,920	1.41

Note: Details of the Village's outstanding debt can be found in the notes to financial statements. Operating expenses do not include interest or depreciation.

Data Source

Village Financial Statements

VILLAGE OF WESTERN SPRINGS, ILLINOIS

DEMOGRAPHIC AND ECONOMIC INFORMATION

Last Ten Fiscal Years

Fiscal Year	Population**	Personal Income**	Per Capita Personal Income**	Unemployment Rate*
2015	12,975	\$ 801,725,250	\$ 61,790	4.1%
2016	12,975	905,966,400	69,824	N/A
2017	12,975	905,966,400	69,824	N/A
2018	13,404	889,516,248	66,362	2.1%
2019	13,359	948,542,436	71,004	3.4%
2020	13,479	949,487,718	70,442	9.8%
2021	13,629	1,102,272,633	80,877	5.3%
2022	13,313	1,157,924,801	86,977	5.5%
2023	13,557	1,266,400,041	93,413	3.2%
2024	13,529	1,350,505,367	99,823	3.1%

*Homefacts

**U.S. Census Bureau and Illinois Department of Employment Security

N/A - Information not available

Data Source

Village Records

VILLAGE OF WESTERN SPRINGS, ILLINOIS

PRINCIPAL EMPLOYERS

Current Year and Ten Years Ago

2024 (a)			2015 (b)		
Employer	Number	Percentage of Total Village Employment	Employer	Number	Percentage of Total Village Employment
Lyons Township High School District 204	305	N/A	Lyons Township High School District 204	350	N/A
School District #101	211	N/A	Village of Western Springs	275	N/A
Mariano's	200	N/A	Mariano's	215	N/A
Village of Western Springs	121	N/A	School District #101	189	N/A
St. John of the Cross School and Parish	60	N/A	St. John of the Cross and Parish	160	N/A
Casey's Food Market	49	N/A	Casey's Food Market	53	N/A
Planet Forward, LLC	40	N/A	Davanti	45	N/A
Walgreen's	37	N/A	Walgreen's	42	N/A
ReMax Properties, Inc.	30	N/A	Thomas Ford Memorial Library	27	N/A
Nepanoa, LLC	25	N/A	ReMax Properties, Inc.	23	N/A

N/A - Information not available

Data Sources

(a) 2024 Illinois Services Directory and a selective telephone survey.

(b) 2015 Illinois Manufacturers Directory, 2015 Illinois Services Directory and a selective telephone survey.

VILLAGE OF WESTERN SPRINGS, ILLINOIS

FULL-TIME EQUIVALENT EMPLOYEES

Last Ten Fiscal Years

Function/Program	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
GENERAL GOVERNMENT										
Legislative	0.400	0.400	0.400	0.400	0.400	0.400	0.400	0.400	0.400	0.400
Executive	4.400	4.400	4.400	3.200	3.500	3.500	4.250	5.100	5.100	5.100
Finance	5.000	5.000	5.000	5.000	4.800	4.800	4.800	4.800	4.800	4.800
Community Development	4.500	5.500	4.500	4.500	4.500	4.500	4.000	3.330	3.330	3.330
PUBLIC SAFETY										
Police										
Officers	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	20.00
Civilians	2.00	3.00	1.90	1.90	2.65	2.65	2.65	2.50	0.80	0.80
Parking Enforcement/Ordinance Control	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	5.00	5.00
Fire										
Firefighters and Officers	4.80	4.80	4.80	4.80	4.80	4.80	4.80	4.80	4.80	4.80
Paid on Call*	44.00	51.00	51.00	45.00	44.00	44.00	36.00	49.00	49.00	49.00
Emergency Services and Disaster Agency	-	-	-	-	-	-	-	-	-	-
MUNICIPAL SERVICES										
Administration	3.00	3.00	3.00	3.00	3.00	3.00	3.00	4.30	4.30	4.30
Public Right of Way Maintenance	11.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	9.00	9.00
Vehicle and Equipment Maintenance	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Forestry	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water	4.00	5.00	5.00	5.00	4.00	4.00	4.00	4.00	4.00	4.00
Engineering	2.00	2.00	2.00	2.00	1.00	0.00	0.00	0.00	0.00	0.00
Recreation	5.00	5.00	5.00	5.00	5.00	4.50	4.00	4.00	4.50	4.50
TOTAL	114.10	123.10	121.00	113.80	111.65	110.15	101.90	116.23	118.03	117.03

*Part-time positions - hours vary depending on the number of calls. Includes FF, Support Staff, Officers

Data Source

Village Budget Office

VILLAGE OF WESTERN SPRINGS, ILLINOIS

OPERATING INDICATORS

Last Ten Fiscal Years

Function/Program	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
PUBLIC SAFETY										
Police										
Physical Arrests	47	40	44	54	54	64	61	89	64	96
Parking Violations	1,288	1,183	908	801	968	1,889	2,673	2,742	2,102	1,337
Traffic Violations	1,766	1,810	2,566	2,978	1,789	3,542	3,744	3,557	2,215	3,301
Fire										
Fire Emergency Responses	660	555	577	525	572	594	530	443	435	471
Structural Fires Extinguished	0	2	14	13	9	7	3	26	9	8
Other Fires Extinguished	8	4	7	5	5	7	6	8	10	5
EMS Emergency Responses	768	773	713	648	573	626	645	696	637	663
E-911**										
Calls Answered	-	-	-	-	-	-	-	-	3,535	3,948
Inspectional Services										
Inspections	2,414	2,384	2,175	2,330	1,706	2,874	3,087	3,491	3,468	3,477
Permits Issued	47	33	50	67	44	55	68	62	75	96
Value of Construction Authorized	\$ 22,900,050	\$ 15,278,710	\$ 28,978,699	\$ 43,146,734	\$ 27,531,283	\$ 30,216,001	\$ 31,998,803	\$ 33,469,208	\$ 27,452,596	\$ 39,416,070
MUNICIPAL SERVICES										
Pothole Repairs (Tons)	148.36	70.33	93.26	83.01	37.19	85.62	84.00	151.26	114.90	103.58
Population Served (Estimated)	13,529	13,557	13,313	13,629	13,479	13,359	13,404	12,975	12,975	12,975
WATER (See SOA)										
Water Main Breaks	68	35	59	47	34	44	51	40	46	49
Number of Accounts	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485
Total Annual Consumption (Thousand/Gals)	300,439	323,911	315,974	337,154	357,360	314,159	312,369	326,070	303,534	310,062
Average Daily Consumption (Thousand/Gals)	1,696	1,728	1,804	1,779	1,627	1,705	1,752	1,729	1,753	1,797
Peak Daily Consumption (Thousand/Gals)	2,600	3,330	2,778	3,934	2,954	2,547	2,856	2,923	2,614	2,725
RECREATION FACILITIES										
Number of Participants Enrolled*	9,150	9,929	10,015	7,294	4,798	9,158	33,445	36,991	35,407	33,025
LIBRARY SERVICES										
Number of Resident Borrowers	7,648	7,867	7,159	7,068	6,539	6,981	6,504	7,667	8,340	6,910
Number of Program Attendees	23,497	22,997	13,982	9,764	7,190	16,392	14,372	13,574	13,650	13,765
Number of Annual Visitors	105,142	90,863	53,061	52,855	49,468	124,668	127,959	129,734	126,539	127,660
Circulation	269,466	272,282	265,583	347,664	266,717	243,484	242,661	234,178	210,195	251,126
Number of Subscriptions	153	153	153	153	155	155	153	153	146	146
Number of Books Owned	70,117	70,447	68,766	65,385	70,296	69,086	65,343	71,864	70,622	75,421
E-Books	1,000,000	997,572	854,344	771,399	550,326	434,814	357,316	280,110	209,628	41,706

*The criteria for counting participants has been changed from program hours to program participants

**E-911 services were moved to Lyons Township Area Communication Center in March 2017

N/A - Information not available

Data Source

Various Village Departments

VILLAGE OF WESTERN SPRINGS, ILLINOIS

CAPITAL ASSET STATISTICS

Last Ten Fiscal Years

Function/Program	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
PUBLIC SAFETY										
Police										
Patrol Units	12	12	12	12	12	12	12	12	13	13
Fire										
Fire Stations	2	2	2	2	2	2	2	2	2	2
Fire Engines	2	2	2	2	2	2	2	2	3	3
Ladder Truck	1	1	1	1	1	1	1	1	1	1
Ambulances	2	2	2	2	2	2	2	2	2	2
MUNICIPAL SERVICES										
Streets	46	46	46	46	46	46	46	46	46	46
Alleys	1	1	1	1	1	1	1	1	1	1
Streetlights	438	438	438	438	438	438	438	438	438	438
WATER										
Water Mains (Miles)	43.53	43.53	43.53	43.53	43.53	43.53	43.53	43.53	43.53	43.53
Fire Hydrants	430	430	430	430	430	430	430	430	430	430
Storage Capacity (Gallons)	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
Number of Metered Accounts	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485	4,485
Area (Square Miles)	2.72	2.72	2.72	2.72	2.72	2.72	2.72	2.72	2.72	2.72
Recreation Facilities	2	2	2	2	2	2	2	2	2	2
Number of Parks and Playgrounds	13	13	13	13	13	13	13	13	13	13
Park Area (Acres)	90	90	90	90	90	90	90	90	90	90
LIBRARY SERVICES										
Number of Books	70,117	70,447	68,766	65,385	70,296	69,086	65,343	71,864	70,622	75,421
Number of Audio Visual Items	11,260	12,247	11,435	10,169	14,858	10,032	9,493	8,842	9,786	9,759
Number of Periodicals	153	153	153	153	155	155	153	153	146	146
Number of E-Books	1,000,000	997,572	854,344	771,399	550,326	434,814	357,316	280,110	209,628	41,706

Data Source

Various Village Departments



VILLAGE OF WESTERN SPRINGS, ILLINOIS

AUDITOR'S COMMUNICATION TO THE BOARD OF TRUSTEES AND MANAGEMENT

For the Year Ended December 31, 2024

SIKICH.COM

VILLAGE OF WESTERN SPRINGS, ILLINOIS
AUDITOR’S COMMUNICATION TO THE
BOARD OF TRUSTEES AND MANAGEMENT
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1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

SIKICH.COM

June 30, 2025

The Honorable President
Members of the Board of Trustees
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

Ladies and Gentlemen:

As part of our audit process we are required to have certain communications with those charged with governance at the beginning of our audit process and at the conclusion of the audit. Those communications include information related to the planned scope and timing of our audit, as well as other information required by audit standards. Our communication at the beginning of our audit process along with our questionnaire regarding consideration of fraud in a financial statement audit was sent to you on January 31, 2025.

In addition, auditing standards require the communication of internal control related matters to management. Our communication to management, as well as a listing of future pronouncements that may affect the Village of Western Springs, are enclosed within this document.

This information is intended solely for the use of the President, Board of Trustees and management of the Village of Western Springs and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Sikich CPA LLC

Sikich CPA LLC
By: Thomas Siwicki, CPA
Director

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

SIKICH.COM

June 30, 2025

The Honorable President
Members of the Board of Trustees
Village of Western Springs, Illinois

Ladies and Gentlemen:

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and each individual fund of the Village of Western Springs, Illinois (the Village) as of and for the year ended December 31, 2024. We also have audited each nonmajor governmental fund, the nonmajor enterprise fund, and each fiduciary fund of the Village as of and for the year ended December 31, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 30, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Village are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended December 31, 2024, except for the implementation of GASB Statement No. 100, *Accounting Changes and Error Corrections – an amendment of GASB Statement No. 62*, and GASB Statement No. 101, *Compensated Absences*. We noted no transactions entered into by the Village during the year for which there is a lack of authoritative guidance or consensus.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. We noted no particularly sensitive estimates made by management during our audit of the financial statements except for the following:

- The actuarial assumptions used to calculate the net pension liability and total other postemployment benefit liability. Management's estimate of the Village's net pension liability and total other postemployment benefit liability are based on various actuarially determined amounts, including estimated investment returns, dates of employee retirement, discount rates, healthcare trend rates, and mortality rates. We evaluated key factors and assumptions used to develop the management's estimates of the Village's net pension liability and total other postemployment benefit liability in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the compensated absences liability is based on historical usage rate for sick time earned and used by employees. We evaluated key factors used to develop management's estimate in determining that it is reasonable to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. We noted no particularly sensitive financial statement disclosures made by management during our audit of the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit. In addition, the following material misstatements detected as a result of audit procedures were corrected by management: AJE09 and AJE10.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 30, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the Village’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Village’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual fund financial schedules, which accompany the basic financial statements but are not RSI. With respect to this information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the basic financial statements. We compared and reconciled the combining and individual fund financial statements and schedules to the underlying accounting records used to prepare the basic financial statements or to the basic financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the basic financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of the Village Board of Trustees and management of the Village and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

Sikich CPA LLC

Sikich CPA LLC
By: Thomas Siwicki, CPA
Director

VILLAGE OF WESTERN SPRINGS

Year End: December 31, 2024

Adjusting Journal Entries

Date: 1/1/2024 To 12/31/2024

Account No: AJE01 To AJE13

Number	Date	Name	Account No	Debit	Credit
AJE01	12/31/2024	PROP TAXES-POLICE PENSIO	100-100.31010 GF-100	26,609.30	
AJE01	12/31/2024	PROP TAXES-FIRE PENSION	100-100.31011 GF-100	127.90	
AJE01	12/31/2024	EMPLOYER POLICE PENS	100-3101.45375 GF-100		-26,609.30
AJE01	12/31/2024	EMPLOYER FIRE PENSIO	100-5101.45380 GF-100		-127.90
		To correct receivable reversal and agree pension revenue to pension fund's trial balance and valuations			
AJE02	12/31/2024	OPEB LIABILITY	510-0000.22510 WF-510	39,768.86	
AJE02	12/31/2024	PENSION EXPENSE - OPEB	510-4301.77010 WF-510		-39,768.86
AJE02	12/31/2024	OPEB LIABILITY	515-0000.22515 SF-515	13,076.84	
AJE02	12/31/2024	PENSION EXPENSE - OPEB	515-4301.77010 SF-515		-13,076.84
AJE02	12/31/2024	OPEB LIABILITY	590-0000.22590 BN-590	3,706.04	
AJE02	12/31/2024	PENSION EXPENSE - OPEB	590-4402.77010 BN-590		-3,706.04
AJE02	12/31/2024	OTHER PST EMPLY BENEFIT OBLIG	800-0000.23980 GL-800	207,370.71	
AJE02	12/31/2024	GENERAL GOVT - OPEB	800-0000.75010 GL-800		-30,514.31
AJE02	12/31/2024	PUBLIC SAFETY - OPEB	800-0000.76010 GL-800		-117,395.75
AJE02	12/31/2024	MUNICIPAL SERVICES - OPE	800-0000.77010 GL-800		-50,633.89
AJE02	12/31/2024	CULTURE/RECREATION-OPEB	800-0000.78010 GL-800		-8,826.76
		To record OPEB GASB75 activity			
AJE03	12/31/2024	WATER IMRF 68 DEF OUTFLOW	510-0000.14510 WF-510		-188,376.00
AJE03	12/31/2024	WATER PENSION	510-0000.23510 WF-510	274,628.00	
AJE03	12/31/2024	WATER IMRF 68 DEFERRED INFLOW	510-0000.28510 WF-510		-2,332.00
AJE03	12/31/2024	PENSION 68 EXPENSE	510-0000.77020 WF-510		-83,920.00
AJE03	12/31/2024	SEWER IMRF 68 DEF OUTFLOW	515-0000.14515 SF-515		-81,752.00
AJE03	12/31/2024	SEWER PENSION	515-0000.23515 SF-515	119,184.00	
AJE03	12/31/2024	SEWER IMRF 68 DEFERRED INFLOW	515-0000.28515 SF-515		-1,012.00
AJE03	12/31/2024	PENSION 68 EXPENSE	515-0000.77020 SF-515		-36,420.00
AJE03	12/31/2024	BN 68 DEFERRED OUTFLOW	590-0000.14590 BN-590		-13,842.00
AJE03	12/31/2024	BN PENSION	590-0000.23590 BN-590	20,179.00	
AJE03	12/31/2024	BN IMRF 68 DEFERRED INFLOW	590-0000.28590 BN-590		-171.00
AJE03	12/31/2024	PENSION 68 EXPENSE	590-0000.77020 BN-590		-6,166.00
AJE03	12/31/2024	IMRF 68 DEFERRED OUTFLOW	800-0000.14600 GL-800		-630,658.00
AJE03	12/31/2024	IMRF PENSION	800-0000.23600 GL-800	919,423.00	
AJE03	12/31/2024	IMRF 68 DEFERRED INFLOW	800-0000.28600 GL-800		-7,807.00
AJE03	12/31/2024	GENERAL GOVT-PENSION	800-0000.75020 GL-800		-140,479.00
AJE03	12/31/2024	PUBLIC SAFETY-PENSION	800-0000.76020 GL-800		-31,018.00
AJE03	12/31/2024	MUNICIPAL SERVICES-PENSION	800-0000.77020 GL-800		-69,565.00
AJE03	12/31/2024	CULTURE AND REC-PENSION	800-0000.78020 GL-800		-39,896.00
		To record IMRF GASB 68 activity			

Number	Date	Name	Account No	Debit	Credit
AJE04	12/31/2024	RENTAL OF VILLAGE FACILI	100-100.36201 GF-100	2,622.97	
AJE04	12/31/2024	LEASE INCOME (AMORTIZATION)	100-100.36401 GF-100		-2,463.62
AJE04	12/31/2024	LEASE RECEIVABLE	100-0000.11530 GF-100		-2,622.97
AJE04	12/31/2024	LEASE DEFERRED INFLOW	100-0000.28110 GF-100	2,463.62	
		Adjust GASB 87			
AJE05	12/31/2024	ACCUM DEPR-STREETS	700-0000.17900 GFA700		-31,612.31
AJE05	12/31/2024	DEPREC EXP-MUN SERV	700-0000.63300 GFA700	31,612.31	
		Adjust for final year of depreciation not booked			
AJE06	12/31/2024	CAPITAL GRANT	590-590.33901 BN-590	130,000.00	
AJE06	12/31/2024	UNRESTRICTED NET ASSETS	590-0000.27200 BN-590		-130,000.00
		To record prior period adjustment for grant revenue that should have been recorded when expenditures were incurred in a prior year			
AJE07	12/31/2024	GAIN OF SALE OF ASSETS	700-700.36175 GFA700	5,833.34	
AJE07	12/31/2024	PUBLIC SAFETY ADDITIONS	700-0000.61300 GFA700		-5,833.34
		To reverse trade in gain on GFAAG, since the trade in activity is recognized on the fund level			
AJE08	12/31/2024	MISCELLANEOUS	100-100.34113 GF-100		-80.00
AJE08	12/31/2024	FUND BALANCE UNRESTRICTED	100-0000.25200 GF-100	80.00	
		To correct fund balance			
AJE09	12/31/2024	PROPERTY SALES	600-600.30000 CF		-7,637,911.76
AJE09	12/31/2024	SPECIAL ASSESSMENT BOND PRINCIPAL	600-2301.81101 CF	3,271,000.00	
AJE09	12/31/2024	SPECIAL ASSESSMENT BOND INTEREST	600-2301.81102 CF	4,366,911.76	
		To record SSA bond activity			
AJE10	12/31/2024	CAPITAL GRANT	375-375.33901 RC-375	27,783.59	
AJE10	12/31/2024	UNAVAILABLE REVENUES	375-0000.22299 RC-375		-27,783.59
		To move revenue to unavailable revenue for grant not collected within availability period			
AJE11	12/31/2024	POL PENS 68 DEFERRED OUTFLOW	800-0000.14660 GL-800		-1,227,118.00
AJE11	12/31/2024	FIRE PENS 68 DEFERRED OUTFLOW	800-0000.14670 GL-800		-5,942.00
AJE11	12/31/2024	POLICE PENSION	800-0000.23660 GL-800	638,364.00	
AJE11	12/31/2024	FIRE PENSION	800-0000.23670 GL-800	8,839.00	
AJE11	12/31/2024	RESERVE FOR EMPLOYEE RETIRE	800-0000.24600 GL-800		-34,534.00
AJE11	12/31/2024	PUBLIC SAFETY-PENSION	800-0000.76020 GL-800	620,391.00	
		To record police and fire pension			

Number	Date	Name	Account No	Debit	Credit
AJE12	12/31/2024	COMPENSATED ABSENCES	510-0000.23950 WF-510		-21,550.63
AJE12	12/31/2024	SEPARATION BENEFITS	510-4302.40950 WF-510	21,550.63	
AJE12	12/31/2024	COMPENSATED ABSENCES	515-0000.23950 SF-515		-7,497.41
AJE12	12/31/2024	SEPARATION BENEFITS	515-4401.40950 SF-515	7,497.41	
AJE12	12/31/2024	COMPENSATED ABSENCES	590-0000.23950 BN-590		-1,246.33
AJE12	12/31/2024	SEPARATION BENEFITS	590-4201.40950 BN-590	1,246.33	
AJE12	12/31/2024	COMPENSATED ABSENCES	800-0000.23950 GL-800		-159,481.45
AJE12	12/31/2024	GENERAL GOVERNMENT	800-0000.75000 GL-800	31,867.16	
AJE12	12/31/2024	PUBLIC SAFETY	800-0000.76000 GL-800	85,394.73	
AJE12	12/31/2024	MUNICIPAL SERVICES	800-0000.77000 GL-800	20,348.54	
AJE12	12/31/2024	CULTURE/RECREATION	800-0000.78000 GL-800	21,871.02	
		To correct compensated absences			
AJE13	12/31/2024	LEASE INCOME (AMORTIZATION)	210-210.36401 PR-210		-9,764.28
AJE13	12/31/2024	LEASE RECEIVABLE	210-0000.11530 PR-210	22,028.91	
AJE13	12/31/2024	LEASE DEFERRED INFLOW	210-0000.28110 PR-210		-12,264.63
		Adjust leases at year end			

Passed Adjustments

Village of Western Springs **GOVERNMENTAL ACTIVITIES**
(CLIENT) (OPINION UNIT)

For the Year Ended 12/31/2024

All entries posted as Debit (Credit)

Description	Assets / Deferred Outflows	(Liabilities / Deferred Inflows)	(Net Position)	Change in Net Position
Current Effect of Prior Period Passed AJE's that have carried forward to Current Period	\$ -	\$ -	\$ -	\$ -
To record GASB 101 beginning balance impact	-	-	159,481	(159,481)
Totals	\$ -	\$ -	\$ 159,481	\$ (159,481)

All entries posted as Debit (Credit)

Description	Assets / Deferred Outflows	(Liabilities / Deferred Inflows)	(Fund Balance)	Change in Fund Balance
Current Effect of Prior Period Passed AJE's that have carried forward to Current Period.	\$ -	\$ -	\$ -	\$ -
To accrue additional health withholding liabilities	-	(19,973)	-	19,973
Totals	<u>\$ -</u>	<u>\$ (19,973)</u>	<u>\$ -</u>	<u>\$ 19,973</u>

Passed Adjustments

Village of Western Springs

(CLIENT)

WATER/SEWER FUND

(OPINION UNIT)

For the Year Ended

12/31/2024

All entries posted as Debit (Credit)

Description	Assets / Deferred Outflows	(Liabilities / Deferred Inflows)	(Net Position)	Change in Net Position
Current Effect of Prior Period Passed AJE's that have carried forward to Current Period	\$ -	\$ -	\$ -	\$ -
To record GASB 101 beginning balance impact	-	-	29,048	(29,048)
Totals	\$ -	\$ -	\$ 29,048	\$ (29,048)

VILLAGE OF WESTERN SPRINGS, ILLINOIS

**COMMUNICATION OF DEFICIENCIES
IN INTERNAL CONTROL AND
OTHER COMMENTS TO MANAGEMENT**

December 31, 2024

COMMUNICATION OF DEFICIENCIES IN INTERNAL CONTROL AND OTHER COMMENTS TO MANAGEMENT

The Honorable President
Members of the Board of Trustees
Village of Western Springs, Illinois

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Western Springs, Illinois (the Village) as of and for the year ended December 31, 2024, as well as each nonmajor governmental fund, the nonmajor enterprise fund, and each fiduciary fund of the Village as of and for the year ended December 31, 2024, in accordance with auditing standards generally accepted in the United States of America, we considered the Village's system of internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing opinions on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

During our audit we became aware of certain matters which we communicate only to management. While many of these matters are operational in nature, they may include internal control deficiencies that do not meet the definition of a significant deficiency or material weakness. We have chosen to communicate these matters in this letter. In addition, we reviewed the status of the comments from the December 31, 2023 audit. The status of these comments is included in Appendix A.

We have communicated material weakness and significant deficiencies, if any, in internal controls identified during our audit to the President and Board of Trustees in a separate letter dated June 30, 2025, titled "Management Letter."

We will review the status of these comments during our next audit engagement. We have already discussed these comments and suggestions with the Director of Finance/Treasurer, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

The Village's written response to the deficiencies identified in our audit has not been subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

This communication is intended solely for the information and use of the President, Board of Trustees and management of the Village and is not intended to be, and should not be, used by anyone other than these specified parties.

Sikich CPA LLC

Naperville, Illinois
June 30, 2025

OTHER INFORMATION

Gallons Pumped vs. Billed

Gallons of water billed by the Village compared to gallons of water pumped to customers is significantly low and has been historically over the last ten fiscal years. Over the last ten years, there has been approximately a 4% decrease in the pumped to billed ratio. In 2009, it was 69.8%, in 2010, it was 77.7%, in 2011 it was 76%, in 2012 it was 69.3%, in 2013 it was 57.5%, in 2014 it was 57.6%, in 2015 it was 51.3%, in 2016 it was 53.5%, in 2017 it was 58.0%, in 2018 it was 50.3%, in 2019 it was 47.2%, in 2020 it was 57.4%, in 2021 it was 55.0%, in 2022 it was 57.8%, in 2023 it was 53.7% and in the current year (2024) it was 55.5%. We recommend the Village continue to investigate the reason for the decrease to determine if there are leaks, improper billing, or some other cause, and to implement solutions to remedy the issues found.

Management Response

The Village recognizes that the billed versus pumped is consistently too low. Continued efforts to locate the cause are on-going. One remedy is to replace all the remaining meters installed in 1996 which are at the end of their useful life and require replacement. This project required significant capital outlay and was mostly complete by the end of 2024. The Village has also invested in other new equipment to identify water loss within the system. Further infrastructure replacement has been highlighted within the Village's comprehensive infrastructure plan that identifies infrastructure that is outside of its expected useful life. Funding for these projects is under consideration.

Future Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) has issued a pronouncement that will impact the Village in the future.

GASB Statement No. 102, *Certain Risk Disclosures*, provides users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. This Statement defines a *concentration* as a lack of diversity related to an aspect of a significant inflow of resources or outflow of resources. A *constraint* is a limitation imposed on a government by an external party or by formal action of the government's highest level of decision-making authority. This Statement requires a government to assess whether a concentration or constraint makes the primary government reporting unit or other reporting units that report a liability for revenue debt vulnerable to the risk of a substantial impact. Additionally, this Statement requires a government to assess whether an event or events associated with a concentration or constraint that could cause the substantial impact have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued. If a government determines that those criteria for disclosure have been met for a concentration or constraint, it should disclose information in notes to financial statements in sufficient detail to enable users of financial statements to understand the nature of the circumstances disclosed and the government's vulnerability to the risk of a substantial impact. The requirements of this Statement are effective for the fiscal year ended December 31, 2025.

OTHER INFORMATION (Continued)

Future Accounting Pronouncements (Continued)

GASB Statement No. 103, *Financial Reporting Model Improvements*, improves key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This statement also addresses certain application issues. This Statement requires that the information presented in MD&A be limited to the related topics discussed in five sections: (1) Overview of the Financial Statements, (2) Financial Summary, (3) Detailed Analyses, (4) Significant Capital Asset and Long-Term Financing Activity, and (5) Currently Known Facts, Decisions, or Conditions. Furthermore, this Statement stresses that the detailed analyses should explain why balances and results of operations changed rather than simply presenting the amounts or percentages by which they changed. This Statement describes unusual or infrequent items as transactions and other events that are either unusual in nature or infrequent in occurrence. This Statement requires that the proprietary fund statement of revenues, expenses, and changes in fund net position continue to distinguish between operating and nonoperating revenues and expenses. Operating revenues and expenses are defined as revenues and expenses other than nonoperating revenues and expenses. Nonoperating revenues and expenses are defined as (1) subsidies received and provided, (2) contributions to permanent and term endowments, (3) revenues and expenses related to financing, (4) resources from the disposal of capital assets and inventory, and (5) investment income and expenses. This Statement requires governments to present each major component unit separately in the reporting entity's statement of net position and statement of activities if it does not reduce the readability of the statements. This Statement requires governments to present budgetary comparison information using a single method of communication—RSI. Governments also are required to present (1) variances between original and final budget amounts and (2) variances between final budget and actual amounts. An explanation of significant variances is required to be presented in notes to RSI. The requirements of this Statement are effective for the fiscal year ended December 31, 2026.

GASB Statement No. 104, *Disclosure of Certain Capital Assets*, requires certain types of capital assets to be disclosed separately in the capital asset note disclosures. Lease assets recognized in accordance with Statement No. 87, *Leases*, and intangible right-to-use assets recognized in accordance with Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, should be disclosed separately by major class of underlying asset in the capital assets note disclosures. Subscription assets recognized in accordance with Statement No. 96, *Subscription-Based Information Technology Arrangements*, also should be separately disclosed. In addition, this Statement requires intangible assets other than those three types to be disclosed separately by major class. This Statement also requires additional disclosures for capital assets held for sale. A capital asset is a capital asset held for sale if (a) the government has decided to pursue the sale of the capital asset and (b) it is probable that the sale will be finalized within one year of the financial statement date. Governments should consider relevant factors to evaluate the likelihood of the capital asset being sold within the established time frame. This Statement requires that capital assets held for sale be evaluated each reporting period. Governments should disclose (1) the ending balance of capital assets held for sale, with separate disclosure for historical cost and accumulated depreciation by major class of asset, and (2) the carrying amount of debt for which the capital assets held for sale are pledged as collateral for each major class of asset. The requirements of this Statement are effective for the fiscal year ending December 31, 2026.

We will advise the Village of any progress made by GASB in developing this and other future pronouncements that may have an impact on the financial position and changes in financial position of the Village.

APPENDIX A
STATUS OF COMMENTS FROM DECEMBER 31, 2023

DEFICIENCY

We believe that the following constitutes a deficiency in internal control:

Uncollateralized Deposits

During our review of the Village's cash deposits at financial institutions it was noted that the Village had uninsured and uncollateralized deposits of \$285,893 as of December 31, 2023. We recommend the Village perform a review of deposits on a monthly basis to ensure that the Village's deposits with financial institutions are either covered by FDIC insurance or covered by a third-party collateral agreement and sufficient collateral is pledged. This will provide a higher level of safekeeping over public funds.

Status - Comment considered implemented as of December 31, 2024.

Sikich is a global company specializing in technology-enabled professional services.

Now with more than 1,900 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

INDUSTRIES

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

AUTOMOTIVE	CONSTRUCTION & REAL ESTATE	
DISTRIBUTION & SUPPLY CHAIN	GOVERNMENT	HIGH-TECH
LIFE SCIENCES	MANUFACTURING	NOT-FOR-PROFIT & HIGHER EDUCATION
PRIVATE EQUITY	PROFESSIONAL SERVICES	

SPECIALIZED SERVICES

ACCOUNTING, AUDIT, TAX & CONSULTING SERVICES

- Outsourced Accounting
- Audit & Assurance
- Consulting Services
- Employee Benefit Plan Audits
- International Tax
- Tax

TECHNOLOGY

- Business Application
- Cloud & Infrastructure
- Consulting & Implementation
- Cybersecurity & Compliance
- Digital Transformation Consulting

ADVISORY

- Forensic & Valuation Services
- Governance, Risk & Compliance Services
- Human Capital Management & Payroll Consulting
- Insurance Services
- Investment Banking
- Marketing & Communications
- Retirement Plan Services
- Regulatory, Quality & Compliance
- Site Selection & Business Incentives
- Succession Planning
- Supply Chain
- Transaction Advisory Services
- Wealth Management
- Workforce Risk Management

Sikich practices in an alternative practice structure in accordance with the AICPA Professional Code of Conduct and applicable law, regulations, and professional standards. Sikich CPA LLC is a licensed CPA firm that provides audit and attest services to its clients, and Sikich LLC and its subsidiaries provide tax and business advisory services to its clients. Sikich CPA LLC has a contractual arrangement with Sikich LLC under which Sikich LLC supports Sikich CPA LLC's performance of its professional services. Sikich LLC and its subsidiaries are not licensed CPA firms.

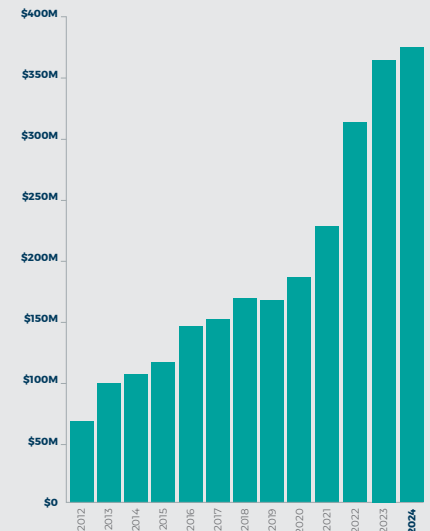
"Sikich" is the brand name under which Sikich CPA LLC and Sikich LLC provide professional services. The entities under the Sikich brand are independently owned and are not liable for the services provided by any other entity providing services under the Sikich brand. The use of the terms "our company", "we" and "us" and other similar terms denote the alternative practice structure of Sikich CPA LLC and Sikich LLC.

Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC. Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

WHO WE ARE

TOTAL PERSONNEL **1,900+**

2024 REVENUE **\$375M**



OFFICE LOCATIONS

Ahmedabad, GJ
Alexandria, VA
 703.836.1350
 703.836.6701
Bangalore, KA
Boston, MA
 508.485.5588
Chattanooga, TN
 423.954.3007
Chicago, IL
 312.648.6666
Cleveland, OH
 330.864.6661
Coimbatore, TN
Decatur, IL
 217.423.6000
Indianapolis, IN
 317.842.4466

Los Angeles, CA*
 877.279.1900
Sacramento, CA*
 925.577.5144
Milwaukee, WI
 262.754.9400
Naperville, IL
 630.566.8400
Peoria, IL
 309.694.4251
Princeton, NJ
 609.285.5000
Springfield, IL
 217.793.3363
St. Louis, MO
 314.275.7277

**Perform only Technology and Advisory services*

CULTURE

Our dynamic work culture fosters learning, growth and innovation, attracting top-notch team members who see the big picture. Sikich's culture is built on a flexible, trusting work environment and the key pillars of Absolute Integrity, Bias for Action, Continuous Innovation and Servant Leadership. We believe our people are our greatest asset and work hard to ensure that all team members feel empowered, comfortable and valued.



CERTIFICATIONS & AWARDS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the **American Institute of Certified Public Accountants' Governmental Audit Quality Center** and the **Employee Benefit Plan Audit Quality Center**.

We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. **In 2023, Sikich received its 12th consecutive unmodified ("pass") peer review report**, the highest level of recognition conferred upon a public accounting firm for its quality control systems.



Sikich ranks among the **top 30 firms nationally** on the **Accounting Today Top 100 Firms list**.

Sikich is among the **50 firms that place on Inside Public Accounting's 2024 Best of the Best Firms**, an exclusive list that ranks organizations on key areas of management, growth and strategic vision.



Sikich is a **Microsoft Dynamics' 2023/2024 Inner Circle** award recipient, a recognition that places Sikich in the **top 1% of all Microsoft Business Applications partners globally**.



We also maintain the **Oracle NetSuite 5 Star Award** and are among the **top three U.S. partners of Oracle NetSuite**.



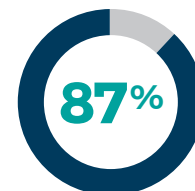
Sikich ranks on the **Redmond Channel Partner Magazine's top 350 Microsoft partners in the U.S.**, **CRN's Top 500 Managed Service Providers**, **CRN's Top 500 Solution Providers** and **Channel Futures' MSP 501**.



NET PROMOTER SCORE

The firm's overall Net Promoter Score (NPS) is 87%.

This is a measure of our clients' willingness to recommend Sikich's services and products. An NPS of 50% is considered excellent, and 70% NPS is considered world-class.





AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 7.C.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: Agreement with ClearGov for Subscription Services (Omnibus Item)

Recommendation

The Finance Committee reviewed this item at their meeting on August 12, 2025, and recommended the approval of a three-year agreement with ClearGov Services.

Summary

The Village started utilizing ClearGov software in 2021 to help assist in our budget process.

ClearGov has been an essential tool in improving transparency, accessibility, and efficiency in our budget presentation and capital project planning processes. The Digital Budget Book enables residents, elected officials, and staff to interact with budget data in a user-friendly, online format, while the Capital Planning module helps staff organize and prioritize long-term infrastructure and equipment investments.

The annual costs align with similar software. The agreement is for three (3) years but the Village has the option to terminate the agreement on an annual basis by providing written notification within sixty (60) days prior to the start of the year.

Financial Impact

The previous subscription costs were included in the Finance Department budget within the Professional Services line item. If approved, the costs below will be included in future budget years.

2026 - \$10,800.00

2027 - \$11,124.00

2028 - \$11,457.72

Recommended Motion

I move to approve a three-year agreement with ClearGov Services.

Strategic Plan Alignment

Finance

File Attachments

1. Resolution No. 25-____ re Waiver of Bid and Approval and Authorization of a Sole Source Vendor Contract between the Village of Western Springs and Clea
2. Exhibit 1_ClearGov

RESOLUTION NO. 25-_____

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: August 18, 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 CLEARGOV, INC. OF MAYNARD, MASSACHUSETTS FOR THE PURCHASE OF A CLEARGOV SOFTWARE SUBSCRIPTION IN AN AMOUNT NOT TO EXCEED \$33,381.72.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") desire to enter into a Vendor Contract (the "Contract") with ClearGov, Inc. of Maynard, 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 a yearly subscription to the ClearGov Base Platform and Digital Budget Book, which is a renewal subscription of the software product that is already in use by the Village and therefore required for operational continuity; and

WHEREAS, the Vendor desires to enter into the Contract and agrees to provide the Goods at a total cost not to exceed \$33,381.72 for a three-year term. The first contract year calls for a total subscription price of \$10,800.00; the second contract year a total price of \$11,124.00, and the third contract year a price of \$11,457.72. 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 August 12, 2025, the Finance 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 August 18, 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 August 18, 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 18th day of August, 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
WITH CLEARGOV, INC.
FOR SOFTWARE SUBSCRIPTION SERVICES**

(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 CLEARGOV, INC. OF MAYNARD, MASSACHUSETTS FOR THE PURCHASE OF A CLEARGOV SOFTWARE SUBSCRIPTION IN AN AMOUNT NOT TO EXCEED \$33,381.72.

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 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 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 August, 2025.

Edward Tymick, Village Clerk



2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Jacob Newcomer
Contact Phone	(620) 560-7984
Contact Email	jnewcomer@cleargov.com

Order Date	Aug 12, 2025
Order valid if signed by	Sep 30, 2025

Customer Information					
Customer	Village of Western Springs	Contact	John Mastandona	Billing Contact	John Mastandona
Address	740 Hillgrove Ave	Title	Director of Finance	Title	Director of Finance
City, St, Zip	Western Springs, IL 60558	Email	jmastandona@wsprings.com	Email	jmastandona@wsprings.com
Phone	(708) 246-1800 ext 125			PO # (If any)	

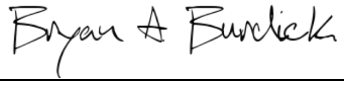
The Services you will receive and the Fees for those Services are...		
Subscription Services	Tier	Service Fees
ClearGov Base Platform - Civic Edition	Tier 2	\$ 2,000.00
ClearGov Digital Budget Book - Civic Edition	Tier 2	\$ 8,800.00
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 10,800.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Initial	Jan 1, 2026	Dec 31, 2028	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jan 1, 2026	\$10,800.00	Annual Subscription Fee
Jan 1, 2027	\$11,124.00	Annual Subscription Fee
Jan 1, 2028	\$11,457.72	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
Valid Until	Sep 30, 2025	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Customer shall pay the Fees in accordance with the terms of the Illinois Local Government Prompt Payment Act 50 ILCS 505/et seq. The appropriate local governmental official or agency receiving goods or services must approve or disapprove a bill from a vendor or contractor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. https://www.ilga.gov/Legislation/ILCS/Articles?ActID=725&ChapterID=11#:~:text=The%20appropriate%20local%20governmental%20official,the%20goods%20or%20services%20were	
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Original Service Order	As of 1/1/26, this ClearGov Service Order supersedes the ClearGov Service Order with an Order Date of 8/12/21, (the "Original Service Order"). The Original Service Order shall be null and void as of 1/1/26.
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order type (ClearGov internal use only)			
Select Order Type for this Service Order	RI	If XS: Original Service Order Date	

This ClearGov BCM Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**"). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

- 1.1) "**Account**" means an access point for the ClearGov Service that requires registration by the Customer.
- 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
- 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
- 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
- 1.5) "**ClearGov Service**" means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
- 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
- 1.7) "**Customer PDF**" means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
- 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer.

Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.10) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Sensitive Data**" means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) Service Usage & Licenses.

- 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) Term and Termination.

- 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
 - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

thereof.

- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) **Obligations.** Upon expiration or termination of this Agreement:

- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
- b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
- c) Any outstanding fees earned through the date of termination shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) **Survival.** Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

- 4.1) **Fees.** Customer shall pay the Fees in accordance with the terms of the Illinois Local Government Prompt Payment Act 50 ILCS 505/*et seq.*
- 4.2) **Interest and Collections.** Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest according to the Illinois Local Government Prompt Payment Act 50 ILCS 505/*et seq.* . ClearGov shall be entitled to recover all reasonable costs of collection (including , expenses and costs) incurred in attempting to collect payment from Customer.
- 4.3) **Taxes.** Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

- 5.1) **General.** Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) **Data Ownership and License.**
 - a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data

as contemplated by this Agreement.

- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

- 5.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

- 6.1) **By ClearGov.** ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a **"Claim"**) arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service, or (iv) ClearGov's negligence or intentional acts in connection with the performance of this Agreement. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B)

LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the **"Receiving Party"**) may receive information from the other Party (the **"Disclosing Party"**) which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services (**"Confidential Information"**). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement, except that the Parties acknowledge that Customer is a unit of local government subject to the Illinois Freedom of Information Act and will comply with its obligations under the same without further notice.
- 7.3) The term **"Confidential Information"** shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by a court of

competent jurisdiction in Cook County, Illinois. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

- 8.8) Modification. Any modification to this Agreement will be agreed to in writing by and between the Parties.
- 8.9) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.10) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.11) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: Western Springs IL - Renewal SO and SA 8-12-25
Document created: 08/13/2025 20:37:10
Document pages: 6
Document ID: 2be55702ae6941bbb59cdc22c774f476429dca3c
Document Sent: 08/13/2025 20:39:12 UTC
Document Status: Signed
 08/14/2025 00:32:35UTC

Sender: jnewcomer@cleargov.com
Signers: bburdick@cleargov.com
CC: serviceorders@cleargov.com

Client	Event	By	Server Time	Client Time	IP Address
SignNow Web Application	Uploaded the Document	jnewcomer@cleargov.com	08/13/2025 20:37:10 pm UTC	08/13/2025 20:37:07 pm UTC	107.129.49.206
SignNow Web Application	Viewed the Document	jnewcomer@cleargov.com	08/13/2025 20:37:14 pm UTC	08/13/2025 20:37:13 pm UTC	107.129.49.206
SignNow Web Application	Document Saved	jnewcomer@cleargov.com	08/13/2025 20:38:02 pm UTC	08/13/2025 20:38:02 pm UTC	107.129.49.206
SignNow Web Application	Invite Sent to: bburdick@cleargov.com	jnewcomer@cleargov.com	08/13/2025 20:39:12 pm UTC	08/13/2025 20:39:11 pm UTC	107.129.49.206
iPhone Application v3	Document Downloaded	bburdick@cleargov.com	08/14/2025 00:32:27 am UTC		24.61.78.130
iPhone Application v3	Signed the Document	bburdick@cleargov.com	08/14/2025 00:32:34 am UTC	08/14/2025 00:32:34 am UTC	24.61.78.130
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iPhone Application v3	Document Downloaded	bburdick@cleargov.com	08/14/2025 00:32:37 am UTC		24.61.78.130
SignNow Web Application	Viewed the Document	bburdick@cleargov.com	08/14/2025 00:32:37 am UTC	08/14/2025 00:32:28 am UTC	63.88.73.75



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 7.D.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: Authorizing Certain Expenditures From the Downtown North Tax Increment Financing District to Pay for a Portion of the 2025 Streetscape and Beautification Project (Omnibus Item)

Recommendation

The Finance Committee reviewed this item at their meeting on August 12, 2025, and recommended the approval of the authorization of funds from the Downtown North TIF District Fund (5201395) for the purchase of benches, garbage cans, and bike racks within the TIF District.

Summary

Attached is a memo from Director of Municipal Services, Matt Supert, to the Properties & Recreation Committee which provides background on the 2025 Streetscape and Beautification project. The Properties & Recreation Committee reviewed the project at their August 12, 2025 meeting and recommended approval by the Village Board.

The project falls within both the North & South TIF Districts and is eligible to utilize TIF funds.

All TIF expenditures must be authorized by the Village Board. The total amount of the request is not to exceed \$40,000.

This project was not included in the Approved 2025 Budget. There is a separate item on the agenda for the consideration of the budget amendment.

Financial Impact

Account 5201395 55154

Fund Downtown North TIF District

2025 Budget \$0

Project Cost \$40,000

Recommended Motion

I move to approve and authorize the use of funds from the Downtown North TIF District Fund (5201395) for the purchase of benches, garbage cans and bike racks within the TIF District.

Strategic Plan Alignment

File Attachments

1. Properties & Rec Memo
2. Ordinance No. 25-xxxx re Approval of 2025 TIF Funds for Streetscape Beautification Project (Benches, Garbage Cans, and Bike Rack
3. Group Exhibit A Part 1 of 2 to TIF Authorization Ordinance AND Resolution Authorizing 2025 Streetscape Exepnditures (Steele_ Mad
4. Group Exhibit A Part 2 of 2 to TIF Authorization Ordinance and Resolution Approving and Authorizing 2025 Streetscape Beautificat



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: August 12, 2025

AGENDA ITEM D.2.

To: Properties and Recreation Committee

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance

RE: 2025 Streetscape and Beautification Project

Recommendation

Consider a recommendation to advance for review and discussion the approval of the purchase of benches, garbage cans, and bike racks within the TIF District.

Summary

The Village has identified various locations within the Central Business District (CBD) for the replacement or installation of new benches, garbage cans, and bike racks for 2025 as part of a separate follow-up project to the 2024 Burlington Avenue Streetscape and Watermain Improvements. The project calls for the purchase and installation at the following locations:

Burlington Avenue: Wolf Road to Grand Avenue

- 7 Benches
- 6 Garbage Cans
- 5 Bike Racks (at two locations)

West Train Platform

- 4 Garbage Cans

Hillgrove Avenue: Woodland Avenue to Howard Avenue

- 4 Garbage Cans
- 6 Benches

The bench, garbage can, and bike rack designs are identified in the 2016 Downtown Revitalization and Refinement Project design guidelines. The Village is requesting a waiver of the bid as the purchase of the items will be direct from the manufacturer, Thomas Steele/Madrax. Village staff are currently obtaining final pricing information from the

manufacturer. The final quote for the benches and garbage cans is \$37,503.26 and the pre-final estimate for bike racks is \$1,227.00, bringing the total to \$38,730.26.

The Burlington Avenue Streetscape project received a deductive change order earlier this year, allowing for additional TIF Funds to cover the replacement of all three item categories for 2025.

Financial Impact

Account 5201395 55154
Fund Downtown North TIF District
2025 Budget \$0
Project Cost \$38,730.26

Recommended Motion

I move to recommend to the Village Board the approval of the purchase of benches, garbage cans and bike racks within the TIF District.

Strategic Plan Alignment

- Infrastructure Improvements
- Economic Development

File Attachments

1. Proposed CBD Bench Replacement Locations
2. Downtown-Revitalization-Refinement-Project---2016-PDF





Village of Western Springs

Downtown Revitalization Refinement Project

June 27, 2016



Metal Bench



Description

Carnival Armless Bench by Thomas Steele (CRBA-5)
Length: 5-foot
Color: Black with E-Steele finish
Mounting: Surface mount with stainless steel hardware

Location

Active Zones near pedestrian crosswalks and in locations to visually discourage vehicles.
Progressive Zones as shown on plan

Comments

Surface mount with s. steel fasteners.

Stone Bench



Description

Lannon dolomitic limestone by Halquist Stone
Classification: Class 3
Finish: Rock-faced on vertical faces
Saw-cut on bottom face
Honed finish on top face with chamfered edges

Location

South side of Hillgrove Avenue along walkway between Lawn Avenue and Wolf Road for seating. The stone bench is to be utilized as an alternative to a metal bench where short term seating is desired and the natural character of the stone complements the context.

Comments

Hone seating surface and chamfer top edges. Set level to grade utilizing an aggregate drainage base.

Bollard



Description

R-7539 Decorative Bollard and R-7539-B Bike Bollard by Reliance Foundry
Material: Ductile iron
Color: Black Textured

Location

Place in areas to visual obstruct vehicular traffic and provide a sense of security to Progressive zone - Temporary bollards are to be located on Hillgrove Avenue at Grand Avenue and Lawn Avenue (see plan) to prevent vehicle traffic from entering the Woonerf area during events. Black PVC coated chain can be used should a further barrier be desired as a deterrent method.

Comments

Provide security bollards if crash prevention is the objective.
Provide removable bollards when temporary placement is desired.
Use bollard with bike rack option if bollards may also have room to accommodate bike parking.

Litter Receptacle



Description

Carnival Dual Litter Receptacle by Thomas Steele (CRTR2-32-DOOR)
Color: Black with E-Steele finish
Lid: Hinged dome lid
Liner: LIN-32 liner

Location

Active, Progressive and Transition zone corner intersections along Hillgrove Avenue and Burlington Avenue

Comments

No mounting is required.

Specialty Seating



Description

Vista Chair by Forms + Surfaces
Color: Black Texture Powdercoat

Column Table by Forms + Surfaces
Color: Black Texture Powdercoat

Location

Adjacent to a commercial business that desires seating for patrons.
Directly in front of business, limit to the street facing width of the building.

Comments

Do not obstruct the flow of pedestrians along walkway- place specialty seating to allow adequate room for pedestrian travel between dining area and business facade on walkway.



Parc Centre Chair by Landscape Forms
Color: Black Powdercoat

Specialty Items



Description

Temporary and permanent installations for visual and activity stimulation.
Infrastructure to support activities: electrical power and distribution requirements

Location

Artwork within 'perennial areas' at corners and mid-block raised planters.
Tower Green improvements: increase power supply for special events, refurbish walkway lighting, grading and drainage structures to improve lawn area drainage.
Hillgrove Avenue immediately south of the Tower Green as a Woonerf

Comments

During workshops the conclusion reached that the Tower Green lawn area should not be compromised by additional paving which consumes the existing lawn areas. Therefore, recapturing the street as an extended plaza (Woonerf) for those activities that need a stable hard surface, became the desired direction. Design of the hard surface plaza area needs to be pedestrian friendly and permit vehicles to move through the space, yet able to separate pedestrians from vehicles to maximize safety during events. Updated infrastructure needs to be provided to address the future electrical and drainage considerations.

Examples of temporary activities which the Woonerf would accommodate are; Farmer's Market, car cruise night, food trucks, children's art festival and those events that currently occur on Hillgrove Avenue south of the Tower Green. Additional examples are picture on the inner cover of this report.



**AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES
FROM THE DOWNTOWN NORTH TAX INCREMENT FINANCING DISTRICT
TO PAY FOR A PORTION OF THE 2025 STREETScape AND BEAUTIFICATION PROJECT
(Purchase of Benches, Garbage Cans and Bike Racks from Thomas Steele/Madrax: \$40,000)**

WHEREAS, in an effort to revitalize the local economy and provide for the comprehensive and coordinated development of an underutilized and quasi-blighted area within the Village of Western Springs, on December 16, 2019, the Corporate Authorities of the Village of the Western Springs ("Corporate Authorities" or "Village") established the "Downtown North Tax Increment Financing District" by adopting Ordinance No. 19-2989 (Designating The Downtown North Redevelopment TIF Project Area) (the "Redevelopment Project Area"), Ordinance No. 19-2990 (Approving a Tax Increment Financing District, a Redevelopment Project Area and a Redevelopment Plan and Project For The Downtown North Redevelopment Project Area) (the "TIF District" and the "TIF Plan"), and Ordinance No. 19-2991 (Adopting Tax Increment Allocation Financing For The Downtown North Redevelopment Project Area). The TIF District was formed as a "conservation" TIF District under the applicable provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 (the "TIF Act"); and

WHEREAS, the common boundary description of the TIF District consists of: The real property comprised of the Chicago, Burlington & Quincy Railroad right-of-way (a/k/a Burlington Northern Santa Fe (BNSF) Railroad) and the area North of the Chicago, Burlington & Quincy Railroad right-of-way located within the corporate boundaries of the Village of Western Springs lying East of the Illinois State Toll Highway Interstate 294 right-of-way, West of the West line of Howard Avenue (as extended South to the South line of the Chicago, Burlington & Quincy Railroad right-of-way), and generally South of portions of 43rd Street, Walnut Street, Walker Street and Willow Street, Western Springs, Illinois; and

WHEREAS, the Corporate Authorities have determined that, in order to encourage private investment and restore and enhance the tax base of the Village and affected taxing districts, certain blight and adverse conditions within the Project Area must be removed, certain infrastructure improvements must be made, and the Redevelopment Project Area must be redeveloped; and

WHEREAS, the Corporate Authorities of the Village are authorized, under the applicable provisions of the Illinois Municipal Code ("Code"), including but not limited to the TIF Act and 65 ILCS 5/8-1-2.5 (Expenses for Economic Development), to appropriate and expend funds for economic development purposes, including, without limitation, the reimbursement of eligible "redevelopment project costs", as defined under the TIF Act, and the making of grants to any other governmental entity or commercial enterprises that are deemed necessary or desirable to promote economic development, to enhance the health, safety and welfare of the Village and its inhabitants, to prevent blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity and enhanced employment opportunities, and to enter into contractual agreements with third parties to achieve the aforesaid purposes, and to otherwise take action in the best interests of the Village; and

WHEREAS, in order to provide enhancements to the Redevelopment Project Area, it is necessary to consider and approve the use of TIF District Funds during calendar year 2025 to complete certain streetscape and beautification improvement projects described as follows:

Per the Village's 2016 Downtown Revitalization Refinement Project Plan (See, Hardscape and Furnishings at Pages 27-37), the Village desires to purchase and install certain furniture within the downtown in an effort to refresh the Village's Downtown area and provide for the comprehensive and coordinated development of the Downtown area within the Village (the "Public Improvements" or the "Project").

The Public Improvements are part of the "2025 Streetscape And Beautification Project", will be installed within the TIF District, and are the type of improvements that are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), which are eligible to be paid for using TIF District Funds; and

WHEREAS, the Village has received Quotes Numbered 80173 dated August 7, 2025 and 80467 dated August 14, 2025 from Thomas Steele/Madrax of Waunakee, Wisconsin (the "Vendor"), who was a contributor to the content of the 2016 Downtown Revitalization Refinement Project Plan, to complete the Public Improvements for an amount equal to \$38,729.71, plus shipping and handling costs, for a total estimated cost of \$40,000.00. A copy of the Quotes is attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, the Corporate Authorities of the Village find that it is desirable and in the best interests of the Village and its residents, property owners, businesses and the public to expend TIF District Funds to complete the Public Improvements (the "Expenditures").

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

SECTION 1: Recitals. The statements set forth in the preambles of this Ordinance are found to be true and correct and are adopted as part of this Ordinance.

SECTION 2: Authority. The Village is a duly constituted and organized non-home rule municipality, as described in Section 7 (Counties And Municipalities Other Than Home Rule Units) of Article VII (Local Government) of the Illinois Constitution 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. The adoption of this Ordinance implements the TIF Plan in accordance with the TIF Act.

SECTION 3: Estimate of Expenditures. The Village intends to incur Expenditures in connection with the Project, consistent with the TIF Plan, including, but not limited to, the following:

1. Quotes from the Vendor to complete the Public Improvements for an amount equal to \$38,729.71, plus shipping and handling costs, for a total estimated expenditure of \$40,000.00 (**Group Exhibit "A"**).
2. Costs for professional services related to the Project, including but not limited to legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

SECTION 4: Authorization of Expenditures; Award of Contract. The expenditure of funds from the TIF District Fund is authorized up to the dollar amount set forth in Section 3, or such additional dollar

amounts necessary to complete any additional work related to the Project, as subsequently approved or authorized by the Corporate Authorities.

SECTION 5: Execution and Delivery of Contract and Other Documents. The Corporate Authorities of the Village authorize the approval and execution of the Quotes (**Group Exhibit "A"**), for the purposes set forth in this Ordinance. The Corporate Authorities further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or their designee, to execute and deliver the executed, final version of the Quotes, 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 Quote. The Village Clerk, or their designee, shall transmit executed originals or certified copies of all documents, including this Ordinance and the Quotes, to the Vendor.

SECTION 6: Repealer; Severability. All ordinances, or parts of ordinances, 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: Ratification. All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 8: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

ADOPTED this 18th day of August, 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me as Village President, and attested to by the Village Clerk, on the 18th day of August, 2025.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Published by me in pamphlet form this 18th day of August, 2025.

Edward Tymick, Village Clerk

Group Exhibit "A"

**Quotes dated August 7, 2025 and August 14, 2025 from Thomas Steele/ Madrax
of Waukanee, Wisconsin (\$38,729.71)**

(attached)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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 CERTAIN EXPENDITURES
FROM THE DOWNTOWN NORTH TAX INCREMENT FINANCING DISTRICT
TO PAY FOR A PORTION OF THE 2025 STREETScape AND BEAUTIFICATION PROJECT
(Benches, Garbage Cans and Bike Racks from Thomas Steele/Madrax: \$40,000)**

which was adopted by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting of the Board of Trustees 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 the said Ordinance by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of the 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 18th day of August, 2025.

Edward Tymick, Village Clerk

SEAL

Graber Manufacturing

1080 Uniek Drive
Waunakee, WI 53597

Voice: 608.849.1080
Fax: 608.849.1081

QUOTATION

Quote Number: 0080467
Quote Date: 8/14/2025

Quoted To:

Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

ShipTo:

Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Customer ID	Good Thru	Payment Terms	Sales Rep
VLLGWS		Net 30 Days	LS

Qty	Item	Description	Unit Price	Amount
5	UX200-SF-P	UX' Rack - 2 Sq. Tube - 31 L - Surface Mount - Powder Coated	239.00	1,195.00
5	RT3835-Z-4	STUD 3/8 x 3-1/2 - Removable Concrete Anchor - Zinc Plated - 4 Each	6.29	31.45
Subtotal:				1,226.45

Sales Tax: 0.00

TOTAL: 1,226.45

WE ARE A SUPPLIER ONLY: As a supplier only, we are not subject to subcontractor terms and conditions. The customer is responsible for completeness, accuracy, and conformity to their plans and specifications. We will not proceed with orders until all details such as materials, options, colors, etc. are complete and accurate.

MILL CERTIFICATE AVAILABLE IF SPECIFICALLY REQUESTED AND QUOTED IN ADVANCE.

PRICING: Quoted prices will be held for 30 days. Changes in quantities will effect prices. All prices are in U.S. Dollars.

SHIPPING AND HANDLING CHARGES: Shipping charges are estimated and are subject to actual shipping charges incurred at the time of shipment. Unless indicated above, shipping charges do not include unloading and placement. Please see our shipping information for available services and pricing.

LEAD TIMES: We appreciate your patience as we work to complete your project within the original timeframe. Please note that lead times and estimated ship dates are indeed subject to change due to various factors beyond our control.

CUSTOMER DELAYS: Customer delays greater than two weeks after notification that the goods are ready to ship will incur storage charges at the rate of 1% of the sale amount per day.

TAXES: Customers are responsible for all applicable taxes. Tax exemption certificate must be submitted prior to order placement.

CANCELLATION: Orders cancelled more than two weeks after placement are subject to a 30% to 100% charge based upon cost incurred. Custom orders cannot be cancelled.

COMPLETE TERMS AND CONDITIONS: Additional terms and conditions are attached.

Graber Manufacturing

1080 Uniek Drive
Waunakee, WI 53597

Voice: 608.849.1080
Fax: 608.849.1081

QUOTATION

Quote Number: 0080173
Quote Date: 8/7/2025

Quoted To:
Village of Western Springs 1440 Hillgrove Avenue Western Springs, IL 60558

ShipTo:
Village of Western Springs 1440 Hillgrove Avenue Western Springs, IL 60558

Customer ID	Good Thru	Payment Terms	Sales Rep
VLLGWS	9/6/2025	Net 30 Days	LS

Qty	Item	Description	Unit Price	Amount
12	CRB-6-VS-P	Carnival 6' Bench - Vertical Strap - e-Steele Color: Black	1,359.00	16,308.00
12	RT3835-S-4	STUD 3/8 x 3-1/2 - Removable Concrete Anchor - Stainless Steel - 4 Each	14.09	169.08
2	CRB-8-VS-P	Carnival 8' Bench - Vertical Strap - e-Steele Color: Black	1,479.00	2,958.00
2	RT3835-S-4	STUD 3/8 x 3-1/2 - Removable Concrete Anchor - Stainless Steel - 4 Each	14.09	28.18
9	CRTRD-32-P	Carnival Receptacle with Door - 32 Gal. - e-Steele Color: Black	1,269.00	11,421.00
9	LIDD-D-P	Lid for Receptacle with Door - Dome - e-Steele Color: Black	280.00	2,520.00
1	CRTR2D-32-P	Carnival Dual Receptacles with Doors - 32 Gal. - e-Steele Color: Black	2,339.00	2,339.00
2	LIDD-D-P	Lid for Receptacle with Door - Dome - e-Steele Color: Black	280.00	560.00
1	/SHIPPING	Shipping Charges	1,050.00	1,050.00
1	/HANDLING	Handling Charges	150.00	150.00
0	/TAXEXEMPT	Tax Exempt Form on File	0.00	0.00
Subtotal:				37,503.26

Sales Tax: 0.00

TOTAL:	37,503.26
---------------	------------------

WE ARE A SUPPLIER ONLY: As a supplier only, we are not subject to subcontractor terms and conditions. The customer is responsible for completeness, accuracy, and conformity to their plans and specifications. We will not proceed with orders until all details such as materials, options, colors, etc. are complete and accurate.

MILL CERTIFICATE AVAILABLE IF SPECIFICALLY REQUESTED AND QUOTED IN ADVANCE.

PRICING: Quoted prices will be held for 30 days. Changes in quantities will effect prices.
All prices are in U.S. Dollars.

Graber Manufacturing

1080 Uniek Drive
Waunakee, WI 53597

Voice: 608.849.1080
Fax: 608.849.1081

QUOTATION

Quote Number: 0080173
Quote Date: 8/7/2025

Quoted To:
Village of Western Springs 1440 Hillgrove Avenue Western Springs, IL 60558

ShipTo:
Village of Western Springs 1440 Hillgrove Avenue Western Springs, IL 60558

Customer ID	Good Thru	Payment Terms	Sales Rep
VLLGWS	9/6/2025	Net 30 Days	LS

Qty	Item	Description	Unit Price	Amount
-----	------	-------------	------------	--------

SHIPPING AND HANDLING CHARGES: Shipping charges are estimated and are subject to actual shipping charges incurred at the time of shipment. Unless indicated above, shipping charges do not include unloading and placement. Please see our shipping information for available services and pricing.

LEAD TIMES: We appreciate your patience as we work to complete your project within the original timeframe. Please note that lead times and estimated ship dates are indeed subject to change due to various factors beyond our control.

CUSTOMER DELAYS: Customer delays greater than two weeks after notification that the goods are ready to ship will incur storage charges at the rate of 1% of the sale amount per day.

TAXES: Customers are responsible for all applicable taxes. Tax exemption certificate must be submitted prior to order placement.

CANCELLATION: Orders cancelled more than two weeks after placement are subject to a 30% to 100% charge based upon cost incurred. Custom orders cannot be cancelled.

COMPLETE TERMS AND CONDITIONS: Additional terms and conditions are attached.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 7.E.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: Budget Amendment: Downtown North TIF District to Pay for a Portion of the 2025 Streetscape and Beautification Project (Omnibus Item)

Recommendation

The Finance Committee reviewed this item at their meeting on August 12, 2025, and recommended the approval of a budget amendment for the 2025 Streetscape and Beautification Project for an amount not to exceed \$40,000.

Summary

The agenda item for authorization of the use of TIF funds to pay a portion of the 2025 Streetscape and Beautification Project requires a budget amendment as it was not included in the 2025 Approved Budget. The requested budget amendment is for \$40,000 in the line item Streetscape Supplies within the Downtown North TIF District Fund (5201395 55154).

Financial Impact

Account 5201395 55154
Fund Downtown North TIF District
2025 Budget \$0
Project Cost \$40,000

Recommended Motion

I move to approve a budget amendment for the 2025 Streetscape and Beautification Project for an amount not to exceed \$40,000.

Strategic Plan Alignment

File Attachments

1. Ordinance No. 25- _____ re Approval of Amendment to FY 2025 Operating Budget for 2025 Streetscape and Beautification Project (BOT Appr. 8.18.25)(20635
2. Budget Amendment Request - TIF

DRAFT 08.12.2025
ORDINANCE NO. 25-XXXX

VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

DATE: August 18, 2025

**OTHER: 2/3 Majority Vote of the Corporate
Authorities.**

AN ORDINANCE APPROVING AN AMENDMENT
TO THE FISCAL YEAR 2025 OPERATING BUDGET
TO PAY FOR THE COST OF FIXTURES
ASSOCIATED WITH THE 2025 STREETScape AND
BEAUTIFICATION PROJECT.

WHEREAS, in accordance with the applicable provisions of the Western Springs Municipal Code, Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 1-13-3 (Annual Budget and Budget Officer), the Illinois Municipal Code (65 ILCS 5/8-2-9.1) and the Open Meetings Act (5 ILCS 120/), the President and Board of Trustees of the Village of Western Springs (the “Corporate Authorities”) adopted the Fiscal Year 2025 Operating Budget for the Village of Western Springs (“Village”) on December 16, 2024 with the passage of Ordinance No. 24-3277 (“FY 2025 Operating Budget”); and

WHEREAS, pursuant to Section 8-2-9.6 of the Illinois Municipal Code (65 ILCS 5/8-2-9.6) and Subsection 1-13-3(D) of the Western Springs Municipal Code, the Village’s Operating Budget may be amended from time to time upon approval of two-thirds (2/3) of the Corporate Authorities; and

WHEREAS, as part of their approval of the FY 2025 Operating Budget, the Corporate Authorities approved an allocation of \$0.00 in the Downtown North TIF Fund – Streetscape Supplies. However, the completion of other projects within the TIF Districts created a need for new streetscape furnishings. A budget amendment in the amount of \$40,000 is necessary to increase the budget allocation to cover the costs associated with the project; and

WHEREAS, at an open, public meeting held on August 12, 2025, the Finance Committee (the “Committee”) reviewed the proposed Amendment to the FY 2025 Operating Budget and received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee recommended that the Corporate Authorities approve the proposed Amendment to the FY 2025 Operating Budget; and

WHEREAS, at an open public meeting held on August 18, 2025, the Corporate Authorities reviewed and discussed the proposed Amendment to the FY 2025 Operating Budget, and the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input. At their August 18, 2025 meeting, the Corporate Authorities accepted the Committee’s recommendation to approve the proposed Amended FY 2025 Operating Budget, finding that the approval of the Amended FY 2025 Operating Budget is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public.

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

SECTION 1. Incorporation. Each of the Whereas paragraphs set forth above in this Ordinance is incorporated by reference into and made a part of this Section 1 as if fully set forth herein.

SECTION 2. Approval and Execution of Amendments to FY 2025 Operating Budget. The Corporate Authorities of the Village of Western Springs approve an amendment to the FY 2025 Operating Budget to increase the funds allocated to the Downtown North TIF Fund – Streetscape Supplies in the amount of \$40,000 to pay the costs of the 2025 Streetscape and Beautification Project for Fiscal Year 2025. Upon approval of this Ordinance, the Village President, the Village Clerk and the Village Budget Officer, or their designees, shall execute the Amended FY 2025 Operating Budget.

SECTION 3. Public Inspection of Approved Documents and Filing with the Office of the Cook County Clerk. Upon approval of this Ordinance, the Village Clerk, or their designee, shall arrange to have a certified copy of the Amended FY 2025 Operating Budget placed on file in the Office of the Village Clerk for public inspection, and shall further arrange for a certified copy of this Ordinance and the Amended FY 2025 Operating Budget to be filed with the Office of the Cook County Clerk within thirty (30) calendar days of the approval date of this Ordinance or as otherwise required by State law.

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

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

ADOPTED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on August 18, 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 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-XXXX

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE FISCAL YEAR 2025 OPERATING BUDGET
TO PAY FOR THE COST OF FIXTURES ASSOCIATED WITH
THE 2025 STREETScape AND BEAUTIFICATION PROJECT.**

which was adopted 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 18th day of August, 2025, at which meeting a quorum was present, and approved by the Village 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 adoption of the Ordinance by the Village President and Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Village President and Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk

VILLAGE OF WESTERN SPRINGS BUDGET TRANSFER/AMENDMENT FORM	
Requested by:	<u>Matthew Supert</u>
Date:	<u>08/07/25</u>

Date: 08/07/25

APPROVED:

Village Manager	Da
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Director of Finance	D
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Expenditure

DATE ENTERED _____/_____/_____

By: _____

NUMBER	DESCRIPTION	AMOUNT
--------	-------------	--------

Revenue

REASON:

Resolution Required:

Yes _____

Resolution #

No

NUMBER	DESCRIPTION	AMOUNT
--------	-------------	--------

Expenditure

REASON:

Budget Transfer #	Transfer Amount	Transfer Date	Transfer Description
1	10000	2023-01-01	Initial Transfer
2	5000	2023-02-01	Transfer to Project A
3	15000	2023-03-01	Transfer to Project B
4	20000	2023-04-01	Transfer to Project C
5	30000	2023-05-01	Transfer to Project D
6	40000	2023-06-01	Transfer to Project E
7	50000	2023-07-01	Transfer to Project F
8	60000	2023-08-01	Transfer to Project G
9	70000	2023-09-01	Transfer to Project H
10	80000	2023-10-01	Transfer to Project I
11	90000	2023-11-01	Transfer to Project J
12	100000	2023-12-01	Transfer to Project K

Page of

NUMBER	DESCRIPTION	AMOUNT
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REASON:



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 7.F.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: Budget Amendment: 53rd St & Flagg Creek Watermain Replacement Project (Omnibus Item)

Recommendation

The Finance Committee reviewed this item at their meeting on August 12, 2025, and recommended the approval of a budget amendment for the 2025 53rd Street & Flagg Creek Watermain Contract for an amount not to exceed \$44,350.

Summary

On July 17, Village staff issued a Request for Bids (RFB) for the 53rd Street and Flagg Creek Watermain Project. On August 4, the Village received a total of three (3) bids. The results of the bids, including both alternates, are summarized as follows:

Mauro Sewer Construction	\$344,350.00
Unique Plumbing	\$384,955.00
Calumet City Plumbing Co., Inc	\$390,017.10

This project includes the removal, abandonment, and replacement of the existing 8" watermain located along 53rd Street, in Flagg Creek, between Commonwealth Avenue and Fair Elms, as the existing watermain is leaking and requires specialized equipment and crews that are able to reach depths beyond the Village's capabilities. This item was not budgeted for FY 2025 and is an unanticipated repair item. The Budget does include \$300,000 for water main lining which will be allocated towards this project.

The Public Works & Water Committee reviewed the project and bids at their meeting on August 12, 2025.

Financial Impact

This project was an unanticipated emergency repair. With the reallocation of FY2025 budgeted funds for water main lining, \$300,000 will be applied to this project. The remaining funds needed will require a budget amendment of \$44,350.00.

Account 4303510 62020

Fund Water System
2025 Budget \$300,000 originally allocated for water main lining
Project Cost \$344,350.00

Recommended Motion

I move to approve the budget amendment for the 2025 53rd St & Flagg Creek Watermain Contract in an amount not to exceed \$44,350.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Ordinance No. 25- _____ re Approval of Amendment to FY 2025 Operating Budget for the 53rd St Flagg Creek Watermain Project (BOT Appr. 8.18.25)(206350
2. Budget Amendment Request - 53rd

DRAFT 08.12.2025
ORDINANCE NO. 25-XXXX

AN ORDINANCE APPROVING AN AMENDMENT
TO THE FISCAL YEAR 2025 OPERATING BUDGET
TO PAY FOR THE 53RD ST & FLAGG CREEK
WATERMAIN REPLACEMENT PROJECT.

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: August 18, 2025

OTHER: 2/3 Majority Vote of the Corporate
Authorities Required.

WHEREAS, in accordance with the applicable provisions of the Western Springs Municipal Code, Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 1-13-3 (Annual Budget and Budget Officer), the Illinois Municipal Code (65 ILCS 5/8-2-9.1) and the Open Meetings Act (5 ILCS 120/), the President and Board of Trustees of the Village of Western Springs (the “Corporate Authorities”) adopted the Fiscal Year 2025 Operating Budget for the Village of Western Springs (“Village”) on December 16, 2024 with the passage of Ordinance No. 24-3277 (“FY 2025 Operating Budget”); and

WHEREAS, pursuant to Section 8-2-9.6 of the Illinois Municipal Code (65 ILCS 5/8-2-9.6) and Subsection 1-13-3(D) of the Western Springs Municipal Code, the Village’s Operating Budget may be amended from time to time upon approval of two-thirds (2/3) of the Corporate Authorities; and

WHEREAS, as part of their approval of the FY 2025 Operating Budget, the Corporate Authorities approved an allocation of \$300,000.00 in the Water Fund – Water System to pay for watermain lining projects, however, after receiving bids, the needed funds exceed the budgeted amount. A budget amendment in the amount of \$44,350.00 is necessary to increase the budget allocation to cover the costs of the repair contract; and

WHEREAS, at an open, public meeting held on August 12, 2025, the Finance Committee (the “Committee”) reviewed the proposed Amendment to the FY 2025 Operating Budget and received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee recommended that the Corporate Authorities approve the proposed Amendment to the FY 2025 Operating Budget; and

WHEREAS, at an open public meeting held on August 18, 2025, the Corporate Authorities reviewed and discussed the proposed Amendment to the FY 2025 Operating Budget and the Committee’s recommendation, received input from the Village staff, and provided an opportunity for public input. At the August 18, 2025 meeting, the Corporate Authorities accepted the Committee’s recommendation to approve the proposed Amended FY 2025 Operating Budget, finding that the approval of the Amended FY 2025 Operating Budget is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public.

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

SECTION 1. Incorporation. Each of the Whereas paragraphs set forth above in this Ordinance is incorporated by reference into and made a part of this Section 1 as if fully set forth herein.

SECTION 2. Approval and Execution of Amendments to FY 2025 Operating Budget. The Corporate Authorities of the Village of Western Springs approve an amendment to the FY 2025 Operating Budget to increase the funds allocated to the Water Fund – Water System in the amount of \$44,350.00 to pay for the repair costs for the watermain located at 53rd St & Flagg Creek for Fiscal Year 2025. Upon approval of this Ordinance, the Village President, the Village Clerk and the Village Budget Officer, or their designees, shall execute the Amended FY 2025 Operating Budget.

SECTION 3. Public Inspection of Approved Documents and Filing with the Office of the Cook County Clerk. Upon approval of this Ordinance, the Village Clerk, or their designee, shall arrange to have a certified copy of the Amended FY 2025 Operating Budget placed on file in the Office of the Village Clerk for public inspection, and shall further arrange for a certified copy of this Ordinance and the Amended FY 2025 Operating Budget to be filed with the Office of the Cook County Clerk within thirty (30) calendar days of the approval date of this Ordinance or as otherwise required by State law.

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

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

ADOPTED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on August 18, 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 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-XXXX

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE FISCAL YEAR 2025 OPERATING BUDGET
TO PAY FOR THE 53RD ST & FLAGG CREEK WATERMAIN REPLACEMENT PROJECT**

which was adopted 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 18th day of August, 2025, at which meeting a quorum was present, and approved by the Village 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 adoption of the Ordinance by the Village President and Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Village President and Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk

VILLAGE OF WESTERN SPRINGS BUDGET TRANSFER/AMENDMENT FORM						FINANCE USE ONLY:	
Requested by: <u>Matthew Supert</u>						APPROVED:	
Date: <u>08/07/25</u>							
FROM ACCOUNT: (decrease)			TO ACCOUNT: (increase)			Village Manager De	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Director of Finance E	
			4303510 62020	Water System	\$44,350		
			<i>Expenditure</i>				
REASON:			REASON: Unanticipated repair costs for the			DATE ENTERED	
			53rd St & Flagg Creek Watermain			____/____/____	
						By: _____	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Resolution Required:	
			<i>Revenue</i>			Yes _____	
REASON:			REASON:			Resolution # _____	
						No _____	
						Budget Transfer #	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Page ____ of ____	
			<i>Expenditure</i>				
REASON:			REASON:				
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT		
REASON:							



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 7.G.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance

RE: Budget Amendment: 2025 IEPA Lead Service Line Replacement (Omnibus Item)

Recommendation

The Finance Committee reviewed this item at their meeting on August 12, 2025, and recommended the approval of a budget amendment for the Lead Service Line Replacement Water program for an amount not to exceed \$238,161.00.

Summary

In 2024, the Village applied to the Illinois Environmental Protection Agency (IEPA)'s Public Supply loan program to help finance the required lead service line replacements projects. The Village originally budgeted a total of \$935,000 for construction and professional construction oversight.

On March 20, 2025, the Village held a bid opening for the Phase 1 CY24-25 lead service line replacement project with the lowest bid totaling \$935,603, exceeding the total budgeted amount for this project. After consultation with the Village's Engineering firm, HR Green, the Village submitted a revised loan request to the IEPA bringing to the total project cost with construction contingency and construction period interest to \$1,100,381.15.

The Village received its executed loan agreement package from the IEPA in July and it was signed by President Rudolph on July 15th. With the completed loan agreement the Village needs to complete a budget amendment for the construction portion of the project.

IEPA Revised Table:

Construction Engineering	\$77,200
Construction	\$935,603.00 (\$806,005.00)
Construction Contingency	\$74,163.00
Construction Period Interest (Estimated)	\$13,395.15
Total Project Cost & Construction Period Interest	\$1,100,381.15

To cover the additional funds required for the project and loan repayment, a budget amendment of \$238,161.00 is requested for Water System (4303510 62020).

The Finance Committee reviewed this item at their meeting on August 12, 2025.

Financial Impact

Account 4303510 62020

Fund Water System

2025 Budget \$785,000

Project Cost \$1,023,161.15 (Including Contingency and Construction Period Interest)

Recommended Motion

I move to approve the budget amendment for the Lead Service Line Replacement Water program for an amount not to exceed \$238,161.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Ordinance No. 25- _____ re Approval of Amendment to FY 2025 Operating Budget for IEPA Lead Service Line Replacement (BOT Appr. 8.18.25)(2063507.1)
2. Budget Amendment Request - IEPA

DRAFT 08.12.2025
ORDINANCE NO. 25-XXXX

AN ORDINANCE APPROVING AN AMENDMENT
TO THE FISCAL YEAR 2025 OPERATING BUDGET
TO PAY FOR LEAD SERVICE LINE
REPLACEMENT.

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: August 18, 2025

OTHER: 2/3 Majority Vote of the Corporate
Authorities.

WHEREAS, in accordance with the applicable provisions of the Western Springs Municipal Code, Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 1-13-3 (Annual Budget and Budget Officer), the Illinois Municipal Code (65 ILCS 5/8-2-9.1) and the Open Meetings Act (5 ILCS 120/), the President and Board of Trustees of the Village of Western Springs (the “Corporate Authorities”) adopted the Fiscal Year 2025 Operating Budget for the Village of Western Springs (“Village”) on December 16, 2024 with the passage of Ordinance No. 24-3277 (“FY 2025 Operating Budget”); and

WHEREAS, pursuant to Section 8-2-9.6 of the Illinois Municipal Code (65 ILCS 5/8-2-9.6) and Subsection 1-13-3(D) of the Western Springs Municipal Code, the Village’s Operating Budget may be amended from time to time upon approval of two-thirds (2/3) of the Corporate Authorities; and

WHEREAS, as part of their approval of the FY 2025 Operating Budget, the Corporate Authorities approved an allocation of \$785,000 in the Water Fund – Water System to pay for phase 1 of the Village’s lead service line replacement program. However, the scope of the project was increased due to additional funding becoming available. A budget amendment in the amount of \$238,161 is necessary to increase the budget allocation to cover the costs associated with the project; and

WHEREAS, at an open, public meeting held on August 12, 2025, the Finance Committee (the “Committee”) reviewed the proposed Amendment to the FY 2025 Operating Budget, received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee recommended that the Corporate Authorities approve the proposed Amendment to the FY 2025 Operating Budget; and

WHEREAS, at an open public meeting held on August 18, 2025, the Corporate Authorities reviewed and discussed the proposed Amendment to the FY 2025 Operating Budget, and the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input. At their August 18, 2025 meeting, the Corporate Authorities accepted the Committee’s recommendation to approve the proposed Amended FY 2025 Operating Budget, finding that the approval of the Amended FY 2025 Operating Budget is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public.

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

SECTION 1. Incorporation. Each of the Whereas paragraphs set forth above in this Ordinance is incorporated by reference into and made a part of this Section 1 as if fully set forth herein.

SECTION 2. Approval and Execution of Amendments to FY 2025 Operating Budget. The Corporate Authorities of the Village of Western Springs approve an amendment to the FY 2025 Operating Budget to increase the funds allocated to the Water Fund – Water System in the amount of \$238,161 to pay the costs of phase 1 of the lead service line replacement program for Fiscal Year 2025. Upon approval of this Ordinance, the Village President, the Village Clerk and the Village Budget Officer, or their designees, shall execute the Amended FY 2025 Operating Budget.

SECTION 3. Public Inspection of Approved Documents and Filing with the Office of the Cook County Clerk. Upon approval of this Ordinance, the Village Clerk, or their designee, shall arrange to have a certified copy of the Amended FY 2025 Operating Budget placed on file in the Office of the Village Clerk for public inspection, and shall further arrange for a certified copy of this Ordinance and the Amended FY 2025 Operating Budget to be filed with the Office of the Cook County Clerk within thirty (30) calendar days of the approval date of this Ordinance or as otherwise required by State law.

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

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

ADOPTED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on August 18, 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 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-XXXX

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE FISCAL YEAR 2025 OPERATING BUDGET
TO PAY FOR LEAD SERVICE LINE REPLACEMENT**

which was adopted 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 18th day of August, 2025, at which meeting a quorum was present, and approved by the Village 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 adoption of the Ordinance by the Village President and Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Village President and Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk

VILLAGE OF WESTERN SPRINGS BUDGET TRANSFER/AMENDMENT FORM						FINANCE USE ONLY:	
Requested by: <u>Matthew Supert</u>						APPROVED:	
Date: <u>08/07/25</u>							
FROM ACCOUNT: (decrease)			TO ACCOUNT: (increase)			Village Manager De	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Director of Finance E	
			4303510 62020	Water System	\$238,161		
			<i>Expenditure</i>				
REASON:			REASON: Total IEPA Public Water Supply Loan amount			DATE ENTERED	
			for the Lead Service Line Replacements			____/____/____	
						By: _____	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Resolution Required:	
						Yes _____	
REASON:			REASON:			Resolution # _____	
						No _____	
						Budget Transfer #	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Page ____ of ____	
REASON:			REASON:				
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT		
REASON:			REASON:				



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 7.H.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: [Previously discussed] 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 (Omnibus Item)

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. This item was previously discussed by the Village Board at their July 21, 2025 meeting.

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

Financial Impact

Revenues within the General Fund are utilized for the 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.



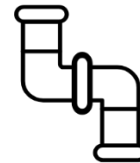
Public Safety



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: August 18, 2025

AGENDA ITEM 8.A.

To: Board of Trustees

From: Zachary Perkins, Community Development Intern, Heather Valone, Director of Community Development

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

RE: Property Improvement Grant Program Request: 4384 Hampton Avenue, Fire Suppression and Alarm Upgrades (Omnibus Item)

Recommendation

The Economic Development Commission reviewed this item at their meeting on July 23, 2025, and recommended the approval of the application for fire alarm suppression and fire alarm upgrades. The Planning and Zoning Committee reviewed this item at their meeting on August 12, 2025, and recommended the approval of the application.

Summary

The Theatre of Western Springs (the “Applicant”) is the property owner and commercial tenant of 4384 Hampton Ave. (the “Subject Property”). The Theatre of Western Springs has been operating in the Village since 1929 and has occupied the Subject Property since 1961. The Applicant is requesting funds to upgrade the Subject Property's fire suppression and alarm systems to improve safety and comply with the Village’s Building Codes. Attachment 1 contains the application materials.

Standards

In determining whether the proposed application should be recommended for approval or denial, the Economic Development Commission should be guided by the following standards required under the adopted Property Improvement Grant Program (the “Program”):

1. The consistency of the proposed improvement(s) with the purpose of the Program. The Program was created to assist the Village in retaining existing businesses and attracting high quality redevelopment that is compatible with the goals defined in the 2011 Downtown Redevelopment Plan, Comprehensive Land Use Plan, Downtown Revitalization and Refinement Project, and the 2022 Downtown Streetscape Planning, and other planning documents related to the downtown area.

The Applicant has been in operation for more than nine decades in the Village. The Applicant is seeking to install upgraded fire suppression systems. The repairs would include new and relocated sprinklers, replacement of existing pressure gauges, and inspection of valves and

pipework. The proposed repairs would assist in retaining a longstanding commercial use in the downtown by improving fire safety infrastructure to comply with the Village's Building Codes. The 2011 Downtown Redevelopment Plan encourages the preservation of existing buildings, including repairs that improve the general safety of downtown structures. As such, the proposed application would be compatible with the goals of the 2011 Downtown Redevelopment Plan.

2. The property and applicant are in good standing with the Village to be considered for the Program, including holding a current business license (if applicable), a current liquor license (if applicable), has no outstanding water or other Village fees, and the Property has no outstanding code violations or unrelated open permits, and has a valid certificate of occupancy. Additionally, the proposed improvement(s) comply with the Title 9 Building Code Title 10 Development Control Ordinance (DCO) of the Village Code.

The Subject Property and Applicant are in good standing. The proposed fire suppression and alarm upgrades will not alter the exterior appearance of the building. The Applicant will be required to obtain a permit from the Village for the requested roof modifications and comply with the Village's Building Code.

3. The property is a non-residential property located within either the Downtown North or South TIF District.

The Subject Property is commercial unit with a retail use and is located within the boundaries of the Downtown North TIF District.

4. The type of project is eligible under the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11- 74.4 (the "TIF ACT") and the adopted grant program.

The proposed repairs are categorized under fire suppression and alarm. This category includes sprinklers, alarm systems, and similar work. These fire safety improvements are eligible under the TIF Act as well.

5. The requested grant amount complies with the maximum permitted for the type of project and use classification per the Program.

Under the program, the Applicant can request a maximum of 50% of the total cost or \$7,000 whichever is less. The proposed project is estimated to be \$15,220. The applicant is requesting \$7,000.00, which is the maximum that can be requested for this type of work for a non-sales tax generating use.

Department of Fire and Emergency Medical Services Review

A review of the proposed work was conducted by the Western Springs Department of Fire and Emergency Medical Services (EMS), who met with the Applicant and prepared a memorandum

(Attachment 2) discussing their findings. The Department provided several recommendations and confirmed that the proposed improvements are compliant with Village's Building Codes.

Conclusion

The submitted application is consistent with the purpose of the Program. The requested fire suppression and alarm upgrades are eligible under the Program. Attachment 1 contains the EDC's recommendation and the ordinance. The ordinance is included in the omnibus portion of the meeting's agenda.

Attachments

1. Ordinance- An Ordinance No. 25-01 Authorizing the Approval of a Grant Award Under the Property Improvement Grant Program to Applicant The Theatre of Western Springs, Owner of The Theatre of Western Springs, for Reimbursement of a Portion of the Renovation Costs Incurred at the 4384 Hampton Avenue Property, and for the Appropriation and Expenditure of a Portion of Downtown North Tax Increment Financing (TIF) District Funds to Pay for the Grant Award.

2. Memorandum - Department of Fire and EMS Review of 4384 Hampton dated June 3, 2025

Financial Impact

The Applicant is requesting a grant award of \$7,000 from the TIF district funds.

Recommended Motion

I move to recommend the approval of 4384 Hampton Avenue's application for a property improvement grant for fire alarm suppression and fire alarm upgrades.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Ordinance
2. Memorandum

RESOLUTION NO. 25-**VOTE:****AYES:****NAYS:****ABSENT:****ABSTAIN:****DATE: August 18, 2025.****OTHER: None.**

AN ORDINANCE AUTHORIZING THE APPROVAL OF A GRANT AWARD UNDER THE PROPERTY IMPROVEMENT GRANT PROGRAM TO APPLICANT THE THEATRE OF WESTERN SPRINGS FOR REIMBURSEMENT OF A PORTION OF THE RENOVATION COSTS INCURRED AT THE 4384 HAMPTON AVENUE PROPERTY, AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF DOWNTOWN NORTH TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS TO PAY FOR THE GRANT AWARD.

WHEREAS, pursuant to Ordinance No. 24-3161, adopted January 22, 2024, and Resolution No. 24-2771 adopted January 22, 2024, the President and Board of Trustees of the Village of Western Springs ("Village Board" or "Village") approved a Property Improvement Grant Program ("Program"), which is designed to encourage the retention of existing businesses and the attraction of new businesses by providing grants to reimburse non-residential property owners for the completion of high quality property and building renovations and property redevelopment, consistent with the goals and recommendations of the Village's Downtown Redevelopment Plan and Comprehensive Land Use Plan. The Program is funded with tax increment financing ("TIF") funds and other available public funds, as permitted under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 ("TIF Act") and the Illinois Economic Development Statute, 65 ILCS 5/8-1-2.5; and

WHEREAS, the non-residential properties that are eligible to participate in the Program are located within the Village's Downtown South TIF District and Downtown North TIF District, collectively known as the "TIF Districts". Under the Program, the Village will award grants to qualifying property owners and tenants for the reimbursement of Village-approved TIF-eligible redevelopment projects costs or TIF economic incentives. There are capped dollar amounts for the grant awards under the PIP, which are based on land use and project type; and

WHEREAS, under the Program, there are seven (7) categories of redevelopment projects, which are available only for non-residential properties within the Village's TIF Districts and are subject to an applicant-paid matching fund requirement that may be considered for a Program grant that include:

- Exterior Facades. Includes work such as windows, doors, tuckpointing, roofs, and similar work;
- Signage. The Downtown Redevelopment Plan recommends awning and wall signage. Window and other signage types will not be eligible for the Program;
- Sidewalk Cafés. Bollards, jersey barriers, decorative pergolas, and other components to facilitate outdoor dining;
- Exterior Hardscapes. Private walkways, ramps, and other similar structures would be included in this category;
- Improvements to comply with the Illinois Americans with Disability Act (ADA). Projects to improve access to the unit or building to ensure that they are compliant with the State ADA requirements would fall into this category. This would also include projects that would modify the interior of the building to comply with the ADA requirements;
- Fire suppression and alarms. Includes the cost to upgrade utilities to facilitate the installation of these systems;
- Green Improvements. Includes LEED or other sustainability upgrades to increase the efficiency of the building's envelope; and

WHEREAS, the Program provides that the Village's Director of Community Development is authorized to take final action on the grant awards for funding of eligible redevelopment projects totaling \$5,000.00 of funding or less. For redevelopment projects where the grant award will be more than \$5,000.00, the request is presented to the Western Springs Economic Development Commission ("EDC") for review and recommendation, and then submitted to the Village Board for final action; and

WHEREAS, on May 12, 2025, The Theatre of Western Springs ("Applicant"), the owner of The Theatre of Western Springs and the owner and tenant of the property located at 4384 Hampton Avenue (the "Property"), filed a complete application for a grant award ("Grant Award") under the Program seeking reimbursement in the amount of \$7,000.00 for anticipated fire suppression and fire alarm costs to be incurred at the Property ("Application"). A copy of the Application is attached hereto as **Group Exhibit "A"** and made a part hereof. In order to be eligible to receive the Grant Award, the Applicant shall be required to submit to the Village supporting documentation confirming that the work described in attached **Group Exhibit "A"** was completed at the Property; and

WHEREAS, at an open public meeting held on July 23, 2025, the EDC met to review and consider the Application submitted by the Applicant (the "EDC Public Meeting"). During the EDC Public Meeting, the Applicant made a presentation regarding its Application, the Village's Community Development Director provided a report and recommendation relative to the Application ("Village Staff Recommendation"), a copy of which is attached hereto as **Group Exhibit "A"** and made a part hereof, an opportunity was provided for public input, and then the members of the EDC asked questions of the Applicant and of all other individuals who spoke during the EDC Public Meeting; and

WHEREAS, based on the foregoing information, considerations and activities, on July 23, 2025, the EDC voted to approve Recommendation No. 25-01: Recommendation Relative To An Application For Certain Property Improvement Grant Program Incentives By The Theatre of Western Springs For Certain Eligible Improvements To The 4384 Hampton Avenue, Western Springs, Illinois Property, which recommended that the Village Board approve the Application and provide the Grant Award in an amount of \$7,000.00 OR in such a dollar amount to be determined by the Village Board. A copy of the EDC Recommendation No. 25-01 is attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, at a public meeting held on August 12, 2025, the Village Planning and Zoning Committee ("Committee") reviewed and discussed the application and received input from the Village staff and provided an opportunity for public input on the matter. At its August 12, 2025, meeting, the Committee recommended approval of the Application; and

WHEREAS, at the Regular Village Board Meeting conducted on August 18, 2025, the President and Board of Trustees of the Village reviewed and discussed the EDC Recommendation No. 25-01 and the Committee's recommendation and received input from the Village staff and provided an opportunity for public input on the matter. At the August 18, 2025, Combined Workshop and Regular Village Board Meeting, the President and Board of Trustees of the Village of Western Springs accepted the EDC's Recommendation No. 25-01 and the Committee's recommendation to approve payment of the Grant Award in the amount of \$7,000.00 to the Applicant; and

WHEREAS, the President and Board of Trustees of the Village are authorized to appropriate and approve the payment of TIF Funds from the Downtown North TIF District to pay the Grant Award to the Applicant pursuant to the applicable provisions of the TIF Act, the Program, the Illinois Municipal Code (65 ILCS 5), Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5

ILCS 220). 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, its residents, property owners, local businesses and the public 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 Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2. Approval of Expenditure of TIF Funds to Pay the Grant Award. The President and Board of Trustees of the Village of Western Springs appropriate and approve the expenditure of TIF Funds from the Downtown North TIF District in the amount of \$7,000.00 under the Program for payment of the Grant Award to the Applicant. The Grant Award shall be paid to the Applicant within sixty (60) calendar days of the submittal by the Applicant of the supporting documentation for reimbursement.

SECTION 3. Execution and Delivery of Documents; Approval of Necessary Actions. The President and Board of Trustees of the Village of Western Springs authorize and direct the President and Village Clerk, or their designees, to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under this Ordinance. The Village Clerk, or their designee, shall transmit a certified copy of this Ordinance to the Applicant for its record retention purposes. The President and Board of Trustees of the Village of Western Springs further authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under this Ordinance.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

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

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Date: August 18, 2025.

This Ordinance was published by me in pamphlet form on 18th day of August, 2025.

Edward Tymick, Village Clerk

Group Exhibit "A"

**Property Improvement Grant Program ("Program") Application
dated May 12, 2025 and filed by the Applicant
with the Western Springs Community Development Department
on May 12, 2025**

and

**Village Staff Recommendation dated July 23, 2025
and prepared by the Village's Community Development Director relative to the Application**

and

**Recommendation No. 25-01: Recommendation Relative To An Application For Certain Property
Improvement Grant Program Incentives By The Theatre of Western Springs For Certain Eligible
Improvements To The 4384 Hampton Avenue, Western Springs, Illinois Property**

(attached)

Submission ID Number: 2025-0066

Grant Property Address: 4384 Hampton Ave. Western Springs, IL. 60558

Type of Work: ["Fire suppression and alarm. Includes the cost to upgrade utilities to facilitate the installation of these systems."]

Applicant Name: The Theatre of Western Springs

Grant Amount Request: \$7000

Applicant Email: development@theatrewesternsprings.com

Applicant Phone Number: (708) 246-4043 *229

Applicant Mailing Address: 4384 Hampton Ave. Western Springs, IL. 60558

Economic Interest of Applicant: Property owner

Property Owner Name:

Property Owner Email:

Property Owner Phone Number:

Property Owner Mailing Address:



713 W. Annoreno Drive Addison, IL 60101
Telephone: 630-837-3225 Facsimile: 630-837-3227

May 7, 2025

Mr. Tim Gahr.
Theatre at Western Springs,
4384 Hampton,
Western Springs, IL 60558
Phone: 312-735-0645
Email: building@theatrewesternsprings.com

Re: Deficiencies Report 24-100 Dated 2/19/25

Dear Tim,

We are pleased to quote you our prices to furnish all necessary materials, fabrication, trucking, and field labor to provide the following services

Price # 1 5-Year Internal Inspection:

- Replace 1-pressure gauge.
- Take apart a section of pipework, internally inspect it to ensure it is free of debris and corrosion.
- Take apart the fire department check valve inspect it, clean as necessary to ensure it is free of debris and working properly.
- Hydrostatically test the pipework between the fire department connection and the check valve.

Price: Two Thousand and Seventy Dollars ----- \$2,070.00 INTS -----

Price # 2 Relocate Inspector's Test Connection:

- Relocate inspector's test connection to grounds room, adjacent to an outside drain.

Price: One Thousand Three Hundred and Eighty Dollars ----- \$1,380.00 INTS -----

Price # 3 UL Testing:

- Remove and replace 4-brass upright sprinklers that are over fifty years old, and send the removed sprinklers to UL laboratories for testing.

Price: Two Thousand Four Hundred and Eighty Five Dollars ----- \$2,485.00 INTS -----

Price # 4 Woman's Washroom:

- Remove 1-brass upright sprinkler in the woman's washroom where sprinklers are spaced too close together and do not conform to NFPA codes.

Price: Nine Hundred and Seventy Five Dollars ----- \$975.00 INTS -----

Price # 5 Workshop / Tool Store:

- Add necessary sprinklers to conform to NFPA codes.

Price: Three Thousand Four Hundred and Ninety Dollars ----- \$3,490.00 INTS -----

Price # 6 Rear Mechanical Room:

- Re-pipe sprinklers to conform to NFPA codes.

Price: Nine Hundred and Seventy Dollars ----- \$970.00 INTS -----

Price # 7 Office:

- Add / Relocate sprinklers to conform to NFPA codes.

Price: Two Thousand Six Hundred and Sixty Dollars ----- \$2,660.00 INTS -----

"CERTIFIED MINORITY BUSINESS ENTERPRISE"

Price # 8 Lobby:

-Replace upright sprinkler with correct pendent sprinkler.

Price: Nine Hundred and Ninety-Five Dollars ----- \$995.00 INTS -----

Price # 9 1st OS&Y Valve:

-Secure OS&Y valve per NFPA Codes.

Price: One Thousand and Seventy-Five Dollars ----- \$1,075.00 INTS -----

Price # 10 Upstairs Woman's Washroom:

-Replace painted sprinkler head.

Price: Nine Hundred and Ninety-Five Dollars ----- \$995.00 INTS -----

Price # 11 Prices 1-10 Together :

-All items listed above carried out under one contract:

Price: Fifteen Thousand Two Hundred and Twenty Dollars ----- \$15,220.00 ITS -----

Price includes scissors lift rental, and union labor.

Items not Included:

- Any additional work not stated above
- Repairs to existing systems if leaks occur during or after we have completed our work.
- Repairs to the system if any issues are found with the internal inspection / test.
- Replacing the remainder of sprinklers if samples are rejected by UL laboratories.
- Removal of material for us to gain access to the fire department check valve,
- Lowering storage in the shop so there is a clearance throughout of 18" beneath the sprinkler deflectors per NFPA Code.

Pricing Information:

Prices are good for 30 days.

To expedite please initial the items required, sign this document, and email it back to us.

Payment is due within 30 days from the invoice date. After 30 days, the buyer agrees to pay 2% interest/month, any costs, and attorneys' fees incurred by RAM Fire Protection Incorporated concerning this invoice or payment.

Please Note: RAM Fire Protection Inc will not be responsible for the integrity of the existing system.

Our price is based on the premise that we will have access to all areas when requested during normal working hours.

Very truly yours,



Brian Rippengale
RAM Fire Protection, Inc.
Cell 630-688-3464
Email: brian@ramfp.com

Accepted : _____

Date: _____

Print Name: _____

↑ LARGE PIECES OF LAMIN + 1/4 PLY ONLY ↑

↑ LARGE PIECES OF 3/4" PLY ONLY ↑

Track
51



2

RYAM
SELECT



© 2000
RYAM SELECT
MADE IN CANADA









AGENDA ITEM SUMMARY

ECONOMIC DEVELOPMENT COMMISSION

Economic Development Commission: July 23, 2025

AGENDA ITEM D.1.

To: Economic Development Commission

From: Zachary Perkins, Community Development Intern, Heather Valone, Director of Community Development

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

RE: Property Improvement Grant Program Request: 4384 Hampton Avenue, Fire Suppression and Alarm Upgrades

Recommendation

Consider a recommendation to approve 4384 Hampton Avenue's application for a property improvement grant for fire alarm suppression and fire alarm upgrades.

Summary

The Theatre of Western Springs (the "Applicant") is the property owner and commercial tenant of 4384 Hampton Ave. (the "Subject Property"). The Theatre of Western Springs has been operating in the Village since 1929 and has occupied the Subject Property since 1961. The Applicant is requesting funds to upgrade the property's fire suppression and alarm systems to improve safety and comply with the Village's Building Codes. Attachment 1 contains the application materials.

Standards

In determining whether the proposed application should be recommended for approval or denial, the Economic Development Commission should be guided by the following standards required under the adopted Property Improvement Grant Program (the "Program"):

1. The consistency of the proposed improvement(s) with the purpose of the Program. The Program was created to assist the Village in retaining existing businesses and attracting high quality redevelopment that is compatible with the goals defined in the 2011 Downtown Redevelopment Plan, Comprehensive Land Use Plan, Downtown Revitalization and Refinement Project, and the 2022 Downtown Streetscape Planning, and other planning documents related to the downtown area.

The Applicant has been in operation for more than nine decades in the Village. The Applicant is seeking to install upgraded fire suppression systems. The repairs would include new and relocated sprinklers, replacement of existing pressure gauges, and inspection of valves and pipework. The proposed repairs would assist in retaining a longstanding commercial use in the downtown by improving fire safety infrastructure to comply with the Village's Building Codes. The 2011 Downtown Redevelopment Plan encourages the preservation of existing buildings,

including repairs that improve the general safety of downtown structures. As such, the proposed application would be compatible with the goals of the 2011 Downtown Redevelopment Plan.

2. The property and applicant are in good standing with the Village to be considered for the Program, including holding a current business license (if applicable), a current liquor license (if applicable), has no outstanding water or other Village fees, and the Property has no outstanding code violations or unrelated open permits, and has a valid certificate of occupancy. Additionally, the proposed improvement(s) comply with the Title 9 Building Code Title 10 Development Control Ordinance (DCO) of the Village Code.

The Subject Property and Applicant are in good standing. The proposed fire suppression and alarm upgrades will not alter the exterior appearance of the building. The Applicant will be required to obtain a permit from the Village for the requested roof modifications and comply with the Village's Building Code.

3. The property is a non-residential property located within either the Downtown North or South TIF District.

The Subject Property is commercial unit with a retail use and is located within the boundaries of the Downtown North TIF District.

4. The type of project is eligible under the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11- 74.4 (the "TIF ACT") and the adopted grant program.

The proposed repairs are categorized under fire suppression and alarm. This category includes sprinklers, alarm systems, and similar work. These fire safety improvements are eligible under the TIF Act as well.

5. The requested grant amount complies with the maximum permitted for the type of project and use classification per the Program.

Under the program, the Applicant can request a maximum of 50% of the total cost or \$7,000 whichever is less. The proposed project is estimated to be \$15,220. The applicant is requesting \$7,000.00, which is the maximum that can be requested for this type of work for a non-sales tax generating use.

Department of Fire and Emergency Medical Services Review

A review of the proposed work was conducted by the Western Springs Department of Fire and Emergency Medical Services (EMS), who met with the Applicant and prepared a memorandum (Attachment 2) discussing their findings. The Department provided several recommendations and confirmed that the proposed improvements are compliant with Village's Building Codes.

Conclusion

The submitted application is consistent with the purpose of the Program. The requested fire suppression and alarm upgrades are eligible under the Program. Based on the application's compliance with the standards above, staff is recommending approval of the requested grant amount (\$7,000.00). If the EDC is amenable to the approval of the application, a motion can be made to recommend approval and refer the request to the Planning and Zoning Committee meeting for discussion and consideration. Attachment 3 contains a draft recommendation for discussion. Attachment 4 contains a draft ordinance for discussion.

Attachments

1. Application submittal package
2. Memorandum - Department of Fire and EMS Review of 4384 Hampton dated June 3, 2025
3. Draft Recommendation - EDC Recommendation No. 25-01
4. Draft Ordinance- An Ordinance No. 25-01 Authorizing the Approval of a Grant Award Under the Property Improvement Grant Program to Applicant The Theatre of Western Springs, Owner of The Theatre of Western Springs, for Reimbursement of a Portion of the Renovation Costs Incurred at the 4384 Hampton Avenue Property, and for the Appropriation and Expenditure of a Portion of Downtown North Tax Increment Financing (TIF) District Funds to Pay for the Grant Award.

Financial Impact

The Applicant is requesting a grant award of \$7,000 from the TIF district funds.

Recommended Motion

I move to recommend to the Village Board the approval of 4384 Hampton Avenue's application for a property improvement grant for fire alarm suppression and fire alarm upgrades.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Application Submittal Package
2. Memorandum
3. Draft Recommendation
4. Draft Ordinance

WESTERN SPRINGS ECONOMIC DEVELOPMENT COMMISSION
RECOMMENDATION NO. 25-01

Recommendation Relative To An Application For Certain Property Improvement Grant Program Incentives By The Theatre of Western Springs For Certain Eligible Improvements To The 4384 Hampton Avenue, Western Springs, Illinois Property.

WHEREAS, pursuant to Ordinance No. 24-3161, adopted January 22, 2024, and Resolution No. 24-2771 adopted January 22, 2024, the President and Board of Trustees of the Village of Western Springs (“Village Board” or “Village”) approved a Property Improvement Grant Program (“Program”), which is designed to encourage the retention of existing businesses and the attraction of new businesses by providing grants to reimburse non-residential property owners for the completion of high quality property and building renovations and property redevelopment, consistent with the goals and recommendations of the Village’s Downtown Redevelopment Plan and Comprehensive Land Use Plan. The Program is funded with tax increment financing (“TIF”) funds and other available public funds, as permitted under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 (“TIF Act”) and the Illinois Economic Development Statute, 65 ILCS 5/8-1-2.5. The goal of the Program is to assist with the financing of certain eligible redevelopment projects that are deemed necessary or desirable for the promotion of economic development within the Village in order to prevent blight, to encourage private development, to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, and to increase employment opportunities within the Village; and

WHEREAS, the non-residential properties that are eligible to participate in the Program are located within the Village’s Downtown North TIF District and Downtown South TIF District, collectively known as the “TIF Districts”. Under the Program, the Village will award grants to qualifying property owners and tenants for the reimbursement of Village-approved TIF-eligible redevelopment projects costs or TIF economic incentives. There are capped dollar amounts for the grant awards under the PIP, which are based on land use and project type; and

WHEREAS, under the Program, there are seven (7) categories of redevelopment projects, which are available only for non-residential properties within the Village’s TIF Districts and are subject to an applicant-paid matching fund requirement that may be considered for a Program grant that include:

- Exterior Facades. Includes work such as windows, doors, tuckpointing, roofs, and similar work;
- Signage. The Downtown Redevelopment Plan recommends awning and wall signage. Window and other signage types will not be eligible for the Program;
- Sidewalk Cafés. Bollards, jersey barriers, decorative pergolas, and other components to facilitate outdoor dining;

- Exterior Hardscapes. Private walkways, ramps, and other similar structures would be included in this category;
- Improvements to comply with the Illinois Americans with Disability Act (ADA). Projects to improve access to the unit or building to ensure that they are compliant with the State ADA requirements would fall into this category. This would also include projects that would modify the interior of the building to comply with the ADA requirements;
- Fire suppression and alarms. Includes the cost to upgrade utilities to facilitate the installation of these systems;
- Green Improvements. Includes LEED or other sustainability upgrades to increase the efficiency of the building's envelope; and

WHEREAS, the Program provides that the Village's Director of Community Development is authorized to take final action on the grant awards for funding of eligible redevelopment projects totaling \$5,000.00 of funding or less. For redevelopment projects where the grant award will be more than \$5,000.00, the request is presented to the Western Springs Economic Development Commission (EDC) for review and recommendation, and then submitted to the Village Board for final action; and

WHEREAS, on May 12, 2025, The Theatre of Western Springs ("Applicant"), the property owner and tenant of the real property located at 4384 Hampton Avenue (the "Property"), filed a complete application for a grant award under the Program seeking reimbursement in the amount of \$7,000.00 ("Application"). A copy of the Application is attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, at an open public meeting held on July 23, 2025, the EDC met to review and consider the Application submitted by the Applicant (the "EDC Public Meeting"). During the EDC Public Meeting, the Applicant made a presentation regarding its Application, the Village's Community Development Director provided a report and recommendation relative to the Application ("Village Staff Recommendation"), a copy of which is attached as **Group Exhibit "A"** and made a part hereof, an opportunity was provided for public input, and then the members of the EDC asked questions of the Applicant and of all other individuals who spoke during the EDC Public Meeting; and

WHEREAS, based on the foregoing information, considerations and activities, the EDC makes the following findings and recommendation to the Village Board relative to the Application.

NOW, THEREFORE, THE WESTERN SPRINGS ECONOMIC DEVELOPMENT COMMISSION FINDS AND RECOMMENDS 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: EDC Findings. Based on the information contained in the Application, and the Village Staff Recommendation and the other information and testimony received at the EDC Public Meeting, the Western Springs Economic Development Commission finds:

- A. The Application is complete and complies with the submittal requirements of the Program;
- B. The Application is consistent with the purposes of the Program;
- C. The Property and Applicant is in good standing with the Village to be considered for a grant has no outstanding water or other Village fees, and the Property has no outstanding code violations or unrelated open permits, and has a valid certificate of occupancy. Additionally, the proposed improvement(s) comply with the Title 9 (Building Code) and Title 10 (Development Control Ordinance) (“DCO”) of the Village Code;
- D. The Property is a non-residential property located within the Downtown North TIF District;
- E. The type of project is eligible under the TIF Act and the Program. The Applicant’s request for reimbursement of a portion of the actual, documented costs of the completed roof modifications, which is classified as exterior façade work, is eligible under the TIF Act and the Program; and
- F. The requested grant amount complies with the maximum permitted for the type of project and use classification per the Program. The Applicant is eligible to receive a grant award in an amount of \$7,000.00.

SECTION 3: EDC Recommendation. Subject to the conditions set forth below, the Western Springs Economic Development Commission recommends to the President and Board of Trustees as follows:

- A. **Approval** of the Application and payment of a grant award **in an amount of \$7,000.00** OR in a dollar amount to be determined by the Village Board.
- B. Approval of the Application is subject to the following conditions: **NONE.**

A motion was made to **approve** the Recommendation listed above, the motion was seconded, and then the motion was approved by a seven (7) to zero (0) vote of the Commissioners (motion by: Member Mitchell; seconded by: Member Kelly).

PASSED by the Western Springs Economic Development Commission at a meeting held on the 23rd day of July, 2025.

VOTE:

AYES: Ariens, Cozzi, Copeland, Holewczynski, Kelly, Myers,
Mitchell

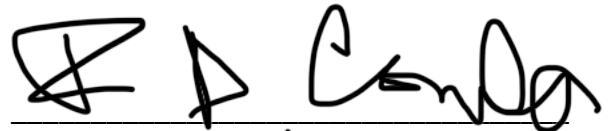
NAYS: None

ABSENT: None

ABSTAIN: None

OTHER: None

The above vote has been certified by me this 23rd day of July, 2025.


Chair

Group Exhibit "A"

**Village Staff Memorandum dated July 23, 2025 and
prepared by Heather Valone, Director of Community Development with
Attachments including a copy of the Application dated May 12, 2025 and filed by the
Applicant with the Western Springs Community Development Department on May 12, 2025**

(attached)



AGENDA ITEM SUMMARY

ECONOMIC DEVELOPMENT COMMISSION

Economic Development Commission: July 23, 2025

AGENDA ITEM D.1.

To: Economic Development Commission

From: Zachary Perkins, Community Development Intern, Heather Valone, Director of Community Development

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

RE: Property Improvement Grant Program Request: 4384 Hampton Avenue, Fire Suppression and Alarm Upgrades

Recommendation

Consider a recommendation to approve 4384 Hampton Avenue's application for a property improvement grant for fire alarm suppression and fire alarm upgrades.

Summary

The Theatre of Western Springs (the "Applicant") is the property owner and commercial tenant of 4384 Hampton Ave. (the "Subject Property"). The Theatre of Western Springs has been operating in the Village since 1929 and has occupied the Subject Property since 1961. The Applicant is requesting funds to upgrade the property's fire suppression and alarm systems to improve safety and comply with the Village's Building Codes. Attachment 1 contains the application materials.

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including repairs that improve the general safety of downtown structures. As such, the proposed application would be compatible with the goals of the 2011 Downtown Redevelopment Plan.

2. The property and applicant are in good standing with the Village to be considered for the Program, including holding a current business license (if applicable), a current liquor license (if applicable), has no outstanding water or other Village fees, and the Property has no outstanding code violations or unrelated open permits, and has a valid certificate of occupancy. Additionally, the proposed improvement(s) comply with the Title 9 Building Code Title 10 Development Control Ordinance (DCO) of the Village Code.

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The Subject Property is commercial unit with a retail use and is located within the boundaries of the Downtown North TIF District.

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Under the program, the Applicant can request a maximum of 50% of the total cost or \$7,000 whichever is less. The proposed project is estimated to be \$15,220. The applicant is requesting \$7,000.00, which is the maximum that can be requested for this type of work for a non-sales tax generating use.

Department of Fire and Emergency Medical Services Review

A review of the proposed work was conducted by the Western Springs Department of Fire and Emergency Medical Services (EMS), who met with the Applicant and prepared a memorandum (Attachment 2) discussing their findings. The Department provided several recommendations and confirmed that the proposed improvements are compliant with Village's Building Codes.

Conclusion

The submitted application is consistent with the purpose of the Program. The requested fire suppression and alarm upgrades are eligible under the Program. Based on the application's compliance with the standards above, staff is recommending approval of the requested grant amount (\$7,000.00). If the EDC is amenable to the approval of the application, a motion can be made to recommend approval and refer the request to the Planning and Zoning Committee meeting for discussion and consideration. Attachment 3 contains a draft recommendation for discussion. Attachment 4 contains a draft ordinance for discussion.

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Financial Impact

The Applicant is requesting a grant award of \$7,000 from the TIF district funds.

Recommended Motion

I move to recommend to the Village Board the approval of 4384 Hampton Avenue's application for a property improvement grant for fire alarm suppression and fire alarm upgrades.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Application Submittal Package
2. Memorandum
3. Draft Recommendation
4. Draft Ordinance

Submission ID Number: 2025-0066

Grant Property Address: 4384 Hampton Ave. Western Springs, IL. 60558

Type of Work: ["Fire suppression and alarm. Includes the cost to upgrade utilities to facilitate the installation of these systems."]

Applicant Name: The Theatre of Western Springs

Grant Amount Request: \$7000

Applicant Email: development@theatrewesternsprings.com

Applicant Phone Number: (708) 246-4043 *229

Applicant Mailing Address: 4384 Hampton Ave. Western Springs, IL. 60558

Economic Interest of Applicant: Property owner

Property Owner Name:

Property Owner Email:

Property Owner Phone Number:

Property Owner Mailing Address:



713 W. Annoreno Drive Addison, IL 60101
Telephone: 630-837-3225 Facsimile: 630-837-3227

May 7, 2025

Mr. Tim Gahr.
Theatre at Western Springs,
4384 Hampton,
Western Springs, IL 60558
Phone: 312-735-0645
Email: building@theatrewesternsprings.com

Re: Deficiencies Report 24-100 Dated 2/19/25

Dear Tim,
We are pleased to quote you our prices to furnish all necessary materials, fabrication, trucking, and field labor to provide the following services

Price # 1 5-Year Internal Inspection:

- Replace 1-pressure gauge.
- Take apart a section of pipework, internally inspect it to ensure it is free of debris and corrosion.
- Take apart the fire department check valve inspect it, clean as necessary to ensure it is free of debris and working properly.
- Hydrostatically test the pipework between the fire department connection and the check valve.

Price: Two Thousand and Seventy Dollars ----- \$2,070.00 INTS -----

Price # 2 Relocate Inspector's Test Connection:

- Relocate inspector's test connection to grounds room, adjacent to an outside drain.

Price: One Thousand Three Hundred and Eighty Dollars ----- \$1,380.00 INTS -----

Price # 3 UL Testing:

- Remove and replace 4-brass upright sprinklers that are over fifty years old, and send the removed sprinklers to UL laboratories for testing.

Price: Two Thousand Four Hundred and Eighty Five Dollars ----- \$2,485.00 INTS -----

Price # 4 Woman's Washroom:

- Remove 1-brass upright sprinkler in the woman's washroom where sprinklers are spaced too close together and do not conform to NFPA codes.

Price: Nine Hundred and Seventy Five Dollars ----- \$975.00 INTS -----

Price # 5 Workshop / Tool Store:

- Add necessary sprinklers to conform to NFPA codes.

Price: Three Thousand Four Hundred and Ninety Dollars ----- \$3,490.00 INTS -----

Price # 6 Rear Mechanical Room:

- Re-pipe sprinklers to conform to NFPA codes.

Price: Nine Hundred and Seventy Dollars ----- \$970.00 INTS -----

Price # 7 Office:

- Add / Relocate sprinklers to conform to NFPA codes.

Price: Two Thousand Six Hundred and Sixty Dollars ----- \$2,660.00 INTS -----

"CERTIFIED MINORITY BUSINESS ENTERPRISE"

Price # 8 Lobby:

-Replace upright sprinkler with correct pendent sprinkler.

Price: Nine Hundred and Ninety-Five Dollars ----- \$995.00 INTS -----

Price # 9 1st OS&Y Valve:

-Secure OS&Y valve per NFPA Codes.

Price: One Thousand and Seventy-Five Dollars ----- \$1,075.00 INTS -----

Price # 10 Upstairs Woman's Washroom:

-Replace painted sprinkler head.

Price: Nine Hundred and Ninety-Five Dollars ----- \$995.00 INTS -----

Price # 11 Prices 1-10 Together :

-All items listed above carried out under one contract:

Price: Fifteen Thousand Two Hundred and Twenty Dollars ----- \$15,220.00 ITS -----

Price includes scissors lift rental, and union labor.

Items not Included:

- Any additional work not stated above
- Repairs to existing systems if leaks occur during or after we have completed our work.
- Repairs to the system if any issues are found with the internal inspection / test.
- Replacing the remainder of sprinklers if samples are rejected by UL laboratories.
- Removal of material for us to gain access to the fire department check valve,
- Lowering storage in the shop so there is a clearance throughout of 18" beneath the sprinkler deflectors per NFPA Code.

Pricing Information:

Prices are good for 30 days.

To expedite please initial the items required, sign this document, and email it back to us.

Payment is due within 30 days from the invoice date. After 30 days, the buyer agrees to pay 2% interest/month, any costs, and attorneys' fees incurred by RAM Fire Protection Incorporated concerning this invoice or payment.

Please Note: RAM Fire Protection Inc will not be responsible for the integrity of the existing system.

Our price is based on the premise that we will have access to all areas when requested during normal working hours.

Very truly yours,



Brian Rippengale
RAM Fire Protection, Inc.
Cell 630-688-3464
Email: brian@ramfp.com

Accepted : _____

Date: _____

Print Name: _____

↑ LARGE PIECES OF LAMIN + 1/4 PLY ONLY ↑

↑ LARGE PIECES OF 3/4" PLY ONLY ↑

Track









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 OF A GRANT AWARD UNDER THE PROPERTY IMPROVEMENT GRANT PROGRAM TO APPLICANT THE THEATRE OF WESTERN SPRINGS FOR REIMBURSEMENT OF A PORTION OF THE RENOVATION COSTS INCURRED AT THE 4384 HAMPTON AVENUE PROPERTY, AND FOR THE APPROPRIATION AND EXPENDITURE OF A PORTION OF DOWNTOWN NORTH TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS TO PAY FOR THE GRANT AWARD

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 18th day of August, 2025, at which Meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 18th day of August, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this 18th day of August 2025.

Edward Tymick, Village Clerk

SEAL



Memo

Date:	06/03/2025
To:	Heather Valone
From:	Stephanie Grimm
Re:	4383 Hampton

I have reviewed the deficiencies report prepared by Ram Fire Protection regarding the fire sprinkler system for The Theatre of Western Springs, 4384 Hampton and have the following comments:

- The 5-year Internal Inspection shall be performed to internally inspect the piping to ensure it is free of debris and corrosion and to make sure the valves are all free of debris and working properly.
- The sprinkler heads that are over fifty years old shall be replaced.
- Any painted sprinkler heads shall be replaced.
- There are areas that the sprinkler system is out of code due to old piping and improper coverage. A sprinkler designer shall draw up plans with the calculations for proper coverage and submit them through Ram Fire Protection to FSCI for review and inspections.
- The Inspector's test connection mentioned may not need to be relocated due to the storage in the theatre in that area being moved permanently.

Last week I did meet with Jon, Harry and Kendall from the theatre to discuss these discrepancies. We went through each one and I explained it to them. They did have a better understanding of what needed to be done and why. They indicated they were ready to move forward with the repairs. The quote provided by Ram Fire Protection includes the work that would be compliant with the Village's code, IFC 2018 and NFPA 13 2016.

Please contact me with any questions.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 8.B.

To: Board of Trustees

From: Heather Valone, Director of Community Development

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

RE: Western Springs Park District and Western Springs Business Association – Requests for Special Event Liquor License and Temporary Use Permit for Harvest Fest 2025 – Revised Application (Report Only)

Recommendation

None.

Summary

On June 16, 2025, the Village Board of Trustees approved Ordinance No. 25-3270 for a Class “I” Liquor License and Temporary Use Permit (TUP) for the 2025 Harvest Fest special event hosted by the Western Springs Park District (Park District) and the Western Springs Business Association (WSBA). The Park District and WSBA have revised their temporary application to include a three-kilometer fun run as part of the larger event. The run is operated by School District 101 and will feature participants from Field Park, Forest Hills, Laidlaw Elementary Schools, and McClure Junior High School. The applicants anticipate 500 participants. The course map is included in Attachment 1 and includes only areas within Spring Rock Park. The course does not include any road or parking lot crossings. The run will take place on Saturday from 3:00 p.m. to 5:00 p.m.

The revised application does not change the special event liquor license request. It expands the activity offerings during Harvest Fest on the second day of the event. The race will share the location, food, music, and temporary facilities of the Harvest Fest event. The Planning and Zoning Committee reviewed the updated application at their meeting on August 12, 2025.

Attachments

1. Revised Application Submittals

Financial Impact

None.

Recommended Motion

None.

Strategic Plan Alignment

None.

File Attachments

1. Revised Application Submittals



July 14, 2025

The Honorable Heidi Rudolph
President, Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Dear President Rudolph,

As a follow-up to our previously approved Harvest Fest 2025 proposal, I'm pleased to provide an update regarding an activity taking place as part of the celebration: the 1st Annual D101 Harvest Fest 3K Run, scheduled for Saturday, September 6, 2025 at Spring Rock Park.

The race will begin at 3:00 PM and conclude around 5:00 PM, featuring participants from Field Park, Forest Hills, Laidlaw Elementary Schools, and McClure Junior High School. We anticipate approximately 500 runners. This officially timed event will be contained entirely within Spring Rock Park, utilizing the existing gravel loop and adjacent grassy areas—ensuring no road or parking lot crossings. As such, no street closures or parking restrictions will be necessary.

The attached map outlines the course, which will be clearly marked and supported by volunteers throughout. The only required police resource is a bike officer to serve as a racecourse marshal.

Before and after the run, participants will gather in the park to enjoy music, food, activities, and an awards ceremony, aligning seamlessly with the greater Harvest Fest celebration.

We are especially grateful to District 101 and its schools for their enthusiastic partnership in launching this new community tradition. Their support and spirit of collaboration help make Harvest Fest an inclusive and exciting event for all ages.

Thank you for your continued support in making Harvest Fest a success.

Warm regards,

Barb Kartzmark
Manager, Community Relationships and Events
Western Springs Park District

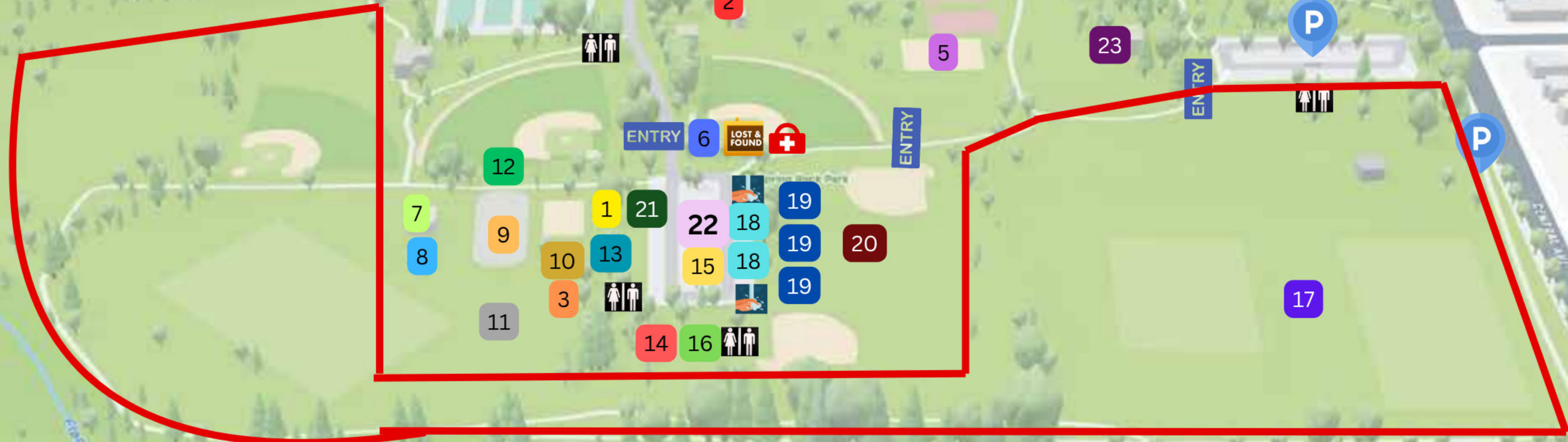
Cc:

Ellen Baer – Village Manager
Heather Valone – Director, Community Development
Jeff Dulla – President, Western Springs Business Association
Walt Knake – Executive Director, Western Springs Park District
Molly Kepler – School District 101 Representative

HARVEST FEST 2025



- | | | | | |
|----------------------|--------------------------------|------------------------------------|--------------------------|---------------------|
| 1 Vendor Tables | 6 Welcome Tent | 11 WS Rec Games | 16 Band Convenience Tent | 21 VIP Sponsor Tent |
| 2 Batting Clinics | 7 Prime Time Racing | 12 Reptile & Bugs Show | 17 Fire Works | 22 Guest Tent |
| 3 Vendor Tables | 8 Speed Pitch | 13 I.D. Check Wristbands Beer/Wine | 18 Food Trucks | 23 Protest Area |
| 4 Tennis Clinics | 9 Inflatables | 14 Band Parking | 19 Picnic Table Area | |
| 5 Basketball Clinics | 10 Balloon Artist Face Painter | 15 Band Stage | 20 Activities | |



3K RUN IN RED



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 8.C.

To: Board of Trustees

From: Heather Valone, Director of Community Development

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

RE: Western Springs Historical Society – Request for a Temporary Use Permit for the Paint the Town Plein Air 2025 Special Event (Omnibus Item)

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on August 12, 2025, and recommended the approval of the Temporary Use Permit (TUP) for the 2025 Paint the Town Plein Air event.

Summary

The Western Springs Historical Society (WSHS) has submitted a request for a temporary use permit (TUP) at the Tower Green (916 Hillgrove Ave.) for a fundraising event. The event will be conducted on Sunday, September 14, 2025, from 10:00 a.m. to 3:00 p.m. The event is consistent with those approved in 2021, 2022, and 2023, featuring painting on the Tower Green with live music.

A request letter dated July 22, 2025, has been submitted by Mary Rintz, a member of WSHS, discussing the event and the pertinent details related to the request, which are as follows:

- The event will be conducted on Sunday, September 14, 2025, from 10:00 a.m. to 3:00 p.m.
- The painting activity and music are similar to previous event requests in 2021–2023.
- All activities will be held on the Tower Green and will not impede or block any sidewalks or streets. The site plan for the event is included in Attachment 1.
- Food service and temporary bathroom facilities will not be provided.

Although the event was not held in 2024, it remains similar in scope and format to previous years. WSHS has demonstrated over the years that it is capable of managing this event. Village staff received no complaints from the 2021–2023 events. The Planning and Zoning Committee

reviewed the request and the draft TUP document at their meeting on August 12, 2025, and recommended approval of the TUP. Attachment 1 contains the TUP. The TUP is included in the omnibus portion of the meeting's agenda.

Attachment

1. TUP - Temporary Use Permit for 2025 Paint the Town Plein Art Event (Saturday September 14, 2025)

Financial Impact

None

Recommended Motion

I move to approve the Temporary Use Permit for the 2025 Paint the Town Plein Air event.

Strategic Plan Alignment

Economic Development.

File Attachments

1. TUP

VILLAGE OF WESTERN SPRINGS

Temporary Use Permit for: 2025 Paint the Town Plein Air Event
(Sunday, September 14, 2025)

Date of Village Board Approval: August 18, 2025

Applicant / Permittee: Western Springs Historical Society

Location: Tower on the Green

At a Village Board Meeting held on August 18, 2025, the President and Village Trustees of the Village of Western Springs (the "Village") voted to approve and issue a Temporary Use Permit ("TUP") to the Western Springs Historical Society to allow the Permittee to operate the 2025 Paint the Town Plein Air Event (the "Special Event") on **Sunday, September 14, 2025**, SUBJECT TO THE CONDITIONS BELOW:

Permit for Special Event

Location and Time: The Permittee's Application, supporting documents and Special Event Plan, copies of which are attached hereto as **Exhibit "A"** and made a part hereof, are approved by the Village under this Temporary Use Permit. **The Special Event shall commence on Sunday, September 14, 2025 at 10:00 A.M. and conclude at approximately 3:00 P.M.** The Permittee and its sponsors, employees, contractors, subcontractors, volunteers and agents may set up the Special Event two (2) hours prior to the start of the Special Event and shall remove all structures erected for and debris generated by the Special Event within one (1) hour of the conclusion of the Special Event. The Permittee shall conduct the Special Event in accordance with the Application, its supporting documents and Special Event Plan, subject to the conditions set forth below. A Temporary Use Permit is required in order to conduct the Special Event. The Temporary Use regulations are set forth at Section 10-4-5 (Temporary Uses) of the Western Springs Municipal Code.

Conditions:

1. **On-Site Manager:** There shall be an on-site manager for the Permittee physically present prior to, during and after the Special Event to deal with any issues or matters that arise with the operation of the Special Event or with any of the participants or sponsors, officers, officials, employees, contractors, subcontractors, volunteers and agents assisting with the Special Event.
2. **Hire/Use of Police Officers:** NONE.
3. **No Parking Signs:** Depending on the number of participants, the Village may need to post temporary "no parking" signs in certain areas throughout the Special Event area.
4. **Planning Meeting:** Conduct a planning meeting with the Village staff at least two (2) weeks prior to the Special Event to discuss the details. At the meeting, the Permittee shall provide an accurate count of participants to allow the Village to plan and allocate its resources for the Special Event.
5. **License and Release, Hold Harmless and Indemnification Agreement:** Prior to the execution of this Temporary Use Permit, the Permittee shall execute and return to the Village a License and Release, Hold Harmless and Indemnification Agreement on a Village-approved form (a copy of which is attached hereto as **Exhibit "B"** and made a part hereof) and provide proof of insurance

as required in the Agreement. Under the License and Release, Hold Harmless and Indemnification Agreement, the Permittee agrees as follows:

- A. Release of Claims: To waive and relinquish any and all claims, demands or causes of action of any kind, including but not limited to personal injuries, illness or death, damages, or economic and non-economic damages or losses, that it or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may have against the Village and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers and volunteers arising out of, connected with or in any way associated with the approval of this Temporary Use Permit and the activities allowed under this Temporary Use Permit or the operation of the Special Event.
 - B. Risk of Injury: To assume the full risk of injuries, illness, death, damages or losses of any kind which Permittee or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may sustain arising out of, connected with or in any way associated with the approval of this Temporary Use Permit and the activities allowed under this Temporary Use Permit or the operation of the Special Event.
 - C. Indemnity and Defense: To protect, indemnify, save and hold forever harmless and defend the Village and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers and volunteers from and against any and all liabilities, obligations, claims, injuries, illness, death, damages or losses of any kind, penalties, causes of action, costs and expenses brought by any person, including Permittee or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public, arising out of, connected with or in any way associated with the approval of this Temporary Use Permit and the operation of the Special Event.
6. **Insurance:** During the term of this Temporary Use Permit, the Permittee agrees to have the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents named as additional insureds on their insurance policies related to the activities allowed under this Temporary Use Permit, including the operation of the Special Event for the purposes stated herein. Permittee shall provide separate insurance policies for the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:
- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - B. Umbrella Coverage – \$2,000,000
 - C. Property Damage – \$500,000 per occurrence
 - D. Workers Compensation – Statutory

Permittee shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate and policy endorsement executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide." Said certificates shall list the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents as additional insureds on all required insurance policies. The insurance coverage of Permittee shall be primary to the Village's own insurance.

The Certificate shall provide for a thirty (30) calendar day written notice to the Village in the event of cancellation or material change of coverage.

7. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Special Event Plan may be altered or amended at any time at the direction of the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services or the Director of Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Village-approved Special Event Plan that are required by the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services or the Director of Community Development.
8. **Reimbursement of Village for Special Costs:** The Village reserves the right to charge the Permittee for special municipal services, such as police, fire, emergency medical services, and public works personnel and services that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Event or to clean up and dispose of any debris, litter or waste caused by the Special Event in the case where the Permittee fails to perform its obligations in that regard. Upon execution of this TUP, the Permittee agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Event. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

IN WITNESS WHEREOF, this Temporary Use Permit is effective on the date the last signatory signs below.

VILLAGE OF WESTERN SPRINGS

By: _____

Name: Heidi Rudolph

Village President

Date: _____, 2025

PERMITTEE:

WESTERN SPRINGS HISTORICAL SOCIETY

By: _____

Name: _____

Title: _____

President or Authorized Officer

Date: _____, 2025

Date of Permit Issuance: _____, 2025

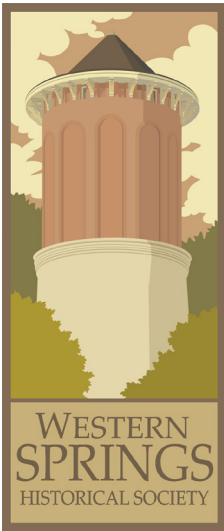
By: _____
Heather Valone, Director of Community Development

Exhibit "A"

**2025 Paint the Town Plein Air Event
for September 14, 2025**

**Application
and its Supporting Documents
and Special Event Plan**

(attached)



July 22, 2025

To: Casey Biernacki
Deputy Village Manager
Western Springs

RE: WSHS Plein Air Event 2025

The Western Springs Historical Society would like to hold a fundraising event on the Tower Green with details as follows:

Event: Bi-Annual “Paint the Town Plein Air Event”

Help support the WSHS with plein air (outdoor) painting on the Tower Green! All level artists welcome at this family-friendly event! Try your hand at painting our iconic Tow-er or check out local artists as they paint in real time! Purchase an art kit or bring your own supplies.

Date: Sunday, September 14, 10am-2pm (or 1pm, TBD)

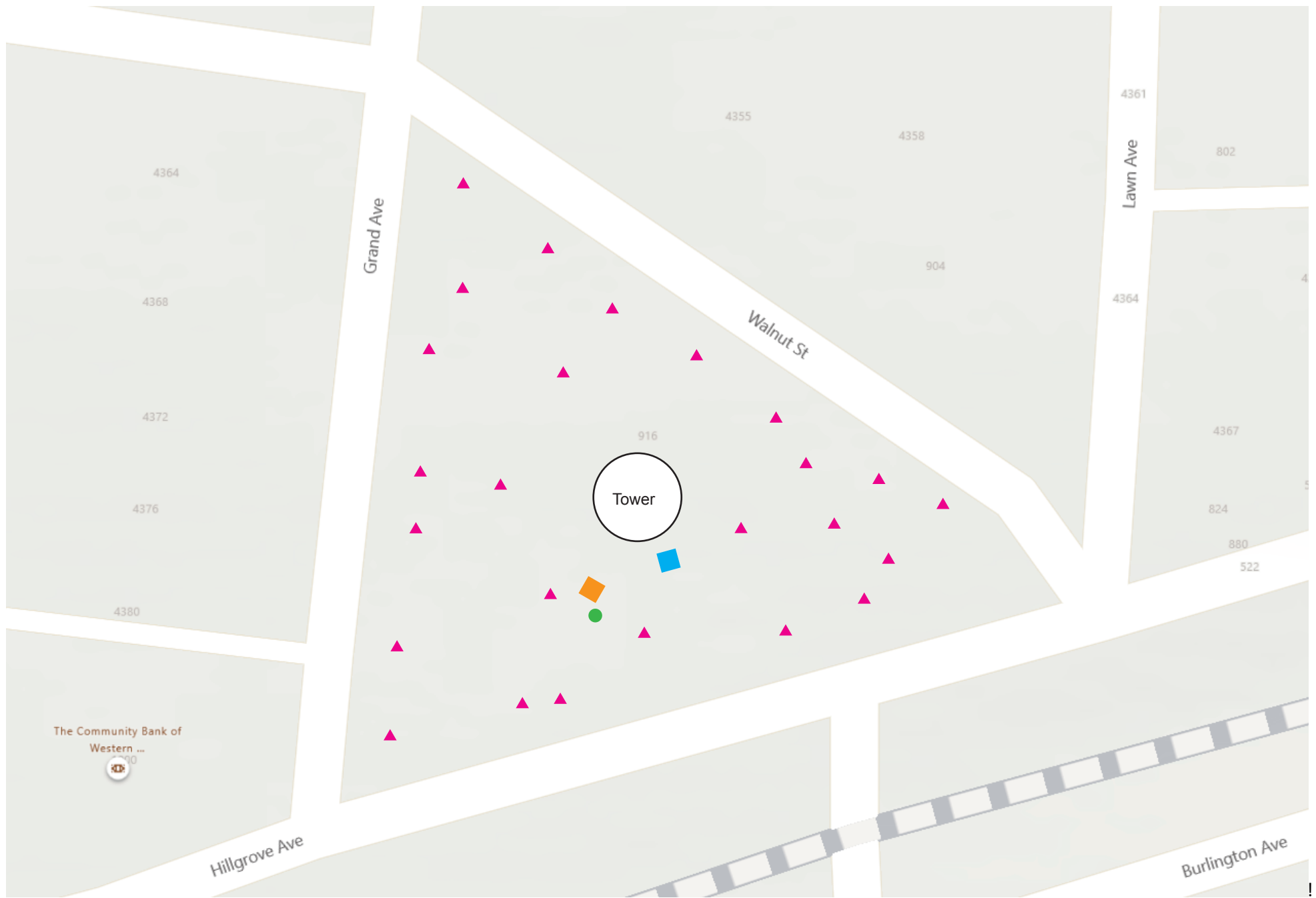
Entry Fees: \$15 per artist (with own supplies); \$25 per artist includes 11x14 canvas/ paint/brushes/water. All proceeds to benefit the WSHS.

Set up: Artists will be able to choose where they want to set up their easels around the Tower/on the Green.

There will be tents placed around the Tower for:

- check-in/fee payment/purchase/pick up art supplies
- sale of WSHS merchandise (possibly, TBD)

Greg Cone (musician/husband of Trustee Chris Cone) will sing/play guitar for a couple hours so we will need electricity.



- ▲ Artists
- Check-in/pay/pickup supplies table/tent
- WSHS Merch table/tent
- Microphone for Greg Cone (musician)

Exhibit "B"

License And Release, Hold Harmless and Indemnification Agreement

(attached)

**LICENSE AND INDEMNIFICATION AGREEMENT
FOR TEMPORARY USE OF VILLAGE OWNED PROPERTY TO CONDUCT A SPECIAL EVENT
[Western Springs Historical Society for 2025 Paint the Town Plein Air Event]**

This License and Indemnification Agreement (“Agreement”) has been entered into this 18 day of August, 2025 by and between the Village of Western Springs, an Illinois municipal corporation (the “Village” or “Licensor”), and the Western Springs Historical Society, an Illinois not-for-profit corporation (the “WSHS” or “PERMITTEE”), for the purposes set forth below. The WSHS and the Village are collectively referred to at times as the “Parties” and individually as a “Party”, in regard to the following:

WHEREAS, the Village owns certain public land, sidewalks, open space and streets commonly known as the “Water Tower Green Area” (the “Village ROW Area”) in Western Springs, Cook County, Illinois, as shown on the Site Plans attached hereto as **Exhibit “A”** and made a part hereof (the “Licensed ROW Area”); and

WHEREAS, the WSHS desires to use portions of the Licensed ROW Area, as shown on the attached Site Plan, for the purposes of conducting a special event. Subject to the terms of this Agreement, the Village and the PERMITTEE agree to the PERMITTEE’s non-exclusive, temporary use of the Outdoor Licensed Premises as follows:

Authorized Special Events:	2025 Paint the Town Plein Air Event
Special Event Date and Times:	Sunday, September 14, 2025 from 10:00 A.M. to 3:00 P.M. Alternate rain date and hours as approved by the Village Manager
Special Event Location:	Use of the grass and public sidewalks on the Tower Green Also referred to as the “Licensed ROW Area”
Special Event Applicant(s):	Western Springs Historical Society
Contact Information:	(708) 246-9230
Other Restrictions:	No closure or access restriction of public sidewalks No closure or access restriction of public streets No closure or access restriction of the Licensed ROW Area Compliance with all posted on-street parking signage Bathroom/hand-washing facilities are not provided by the Village No port-a-johns allowed on the Tower Green Water and electricity are available from the Village, at the Licensee’s cost, at the Tower Green, but must be arranged no less than ten (10) business days prior to the Special Event Date No guarantee of the condition of the Tower Green grass and grounds because of soft soil, damp grass, rain or other weather events No consumption of alcoholic beverages during Special Event

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

NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Village has granted to the PERMITTEE a TUP to operate the Special Event in accordance with the terms of the TUP and the following terms:

1. **Term and License Fee.** The Village authorizes the temporary, non-exclusive use of the Licensed ROW Area by PERMITTEE to operate the Special Event for the following date and **time period: Sunday, September 14, 2025 from 10:00 A.M. to 3:00 P.M. CST (the "Special Event Date")**, provided that PERMITTEE has executed this Agreement and returned it to the Village Manager prior to the Special Event Date. **The PERMITTEE and its sponsors, volunteers, employees, contractors, subcontractors, volunteers and agents may set up the Special Event two (2) hours prior to the start of the Special Event and shall remove any structures erected pursuant to the Special Event Plan from the Licensed ROW Area no later than one (1) hour after the conclusion of the Special Event.** PERMITTEE's use of the Licensed ROW Area shall comply with all statutes, ordinances, requirements and laws (including environmental laws and regulations) of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Licensed ROW Area.
2. **Condition of Premises.** PERMITTEE accepts the Licensed ROW Area in the condition existing as of the Special Event Date. PERMITTEE acknowledges that it has inspected the Licensed ROW Area and acknowledges that it is in good condition. The Village makes no representations or warranty of any kind with respect to the condition of the Licensed ROW Area. PERMITTEE acknowledges that the Village has made no representations or promises to PERMITTEE to alter, repave or otherwise improve the condition of the Licensed ROW Area.
3. **Care, Maintenance and Restoration.** PERMITTEE shall, at its own expense and at all times, be responsible for maintaining the Licensed ROW Area, as well as the areas used for activities associated with the Special Event, in good condition and free from litter and other debris generated by the Special Event. PERMITTEE shall, at its own expense, hire personnel to clean up all litter and debris from participants and attendees of the Special Event, to wash the Licensed ROW Area in order to remove any food, drink or paint residue (if necessary), and to repair or replace any damaged public property caused during the Special Event. Upon termination of this Agreement, by lapse of time or otherwise, PERMITTEE, at its own expense, shall return and restore the Licensed ROW Area to as good condition as existed prior to the start of the Special Event, ordinary wear and tear excepted. The Village Manager shall direct PERMITTEE to make such repairs and restorations as the Village deems necessary in order to restore the Licensed ROW Area to its previous condition.
4. **Interference With Access.** PERMITTEE represents and warrants that its use of the Licensed ROW Area shall not interfere in any way with the use of the public rights-of-way owned by the Village, the State or the County, unless the use of the public rights-of-way are expressly approved in the TUP.
5. **Assignment and Subletting.** This Agreement may not be assigned or subletted by PERMITTEE without the prior written consent of the Village, which may be withheld in the Village's absolute discretion. In the event of PERMITTEE's unauthorized assignment or subletting, this Agreement shall immediately terminate.

6. **Village Entry and Inspection.** The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Licensed ROW Area as well as the areas used for activities associated with the Special Event, at any time and with or without prior notice, for all lawful purposes.
7. **Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification.** PERMITTEE covenants and agrees as follows:
 - A. **Hold Harmless and Indemnification.** PERMITTEE agrees to protect, indemnify, save and hold forever harmless 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") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including PERMITTEE and its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public, arising out of or relating to the Special Event, PERMITTEE's use or the public's use of the Licensed ROW Area or the areas used for activities associated with the Special Event, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under the TUP or this Agreement.
 - B. **Risk of Injury.** PERMITTEE assumes the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may sustain arising out of or relating to the Special Event, PERMITTEE's use or the public's use of the Licensed ROW Area or the areas used for activities associated with the Special Event, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under the TUP or this Agreement.
 - C. **Waiver of Claims.** PERMITTEE agrees to waive and relinquish any and all claims or causes of action of any kind that it or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public have against the Village and the Village Affiliates arising out of or relating to the Special Event, PERMITTEE's use or the public's use of the Licensed ROW Area or the areas used for activities associated with the Special Event, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under the TUP or this Agreement.
 - D. **Release From Liability.** PERMITTEE fully releases and discharges the Village and the Village Affiliates from any and all claims or causes of action of any kind, including but not limited to illness, injury, death, damages or losses which PERMITTEE or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may have or which arise out of or relate to the Special Event, PERMITTEE's use or the public's use of the Licensed ROW Area or the areas used for activities associated with the Special Event, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under the TUP or this Agreement.
8. **Insurance.** During the term of this Agreement, PERMITTEE agrees to **have the Village and 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. PERMITTEE shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 general aggregate
- B. Umbrella Coverage – \$2,000,000
- C. Property Damage – \$500,000 per occurrence
- D. Workers Compensation – Statutory

PERMITTEE shall furnish certificates of insurance and policy endorsements, with premiums paid in full, prior to the effective date of this Agreement, copies of which are incorporated herein by reference as **Exhibit "2"** attached hereto and made a part hereof. PERMITTEE shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide." The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. PERMITTEE shall also carry, during the life of this Agreement, a Workers Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

PERMITTEE's policy or policies of insurance shall specifically recognize and cover PERMITTEE's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by PERMITTEE 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 PERMITTEE's insurance.

All Certificate(s) of Insurance shall contain the following endorsement:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon PERMITTEE's failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of PERMITTEE shall be primary to the Village's own insurance.

9. **Alterations.** PERMITTEE shall not, without first obtaining the written consent of the Village, make any alterations, additions or improvements to the Licensed ROW Area, which consent may be withheld in the discretion of the Village. It is expressly understood by PERMITTEE that if PERMITTEE or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public perform any alterations to the Licensed ROW Area, PERMITTEE agrees to indemnify, hold harmless, release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities, costs, expenses, damages, claims or causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including PERMITTEE, the Special Event or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may have or which arise out of, are connected with or are in any way associated with the

construction or performance of the alterations of the Village's Licensed ROW Area to the full extent possible under the provisions of **Section 7 of this Agreement** (Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification).

PERMITTEE shall furnish the Village with certificates of insurance from all contractors performing labor or furnishing materials in connection with said alteration work, insuring the Village and the Village Affiliates against any and all liabilities that may arise out of or be connected with said alteration work, in conformance with the insurance amounts and other requirements set forth in **Section 8** above.

10. **Default.** Each of the following acts or omissions of PERMITTEE or occurrences shall constitute an "Event of Default":
 - A. Failure or refusal by PERMITTEE to comply with any of the obligations of PERMITTEE set forth in this Agreement or the TUP; or
 - B. Cancellation of the Special Event without a rescheduled date(s).
11. **Village's Remedies on Default.** If PERMITTEE defaults in the performing of any of the other covenants or obligations hereof, or in the occurrence of any Event of Default, the Village shall give PERMITTEE written or verbal notice of such default, and if PERMITTEE does not immediately cure any such default or take immediate actions to cure such default, then the Village may terminate this Agreement and the TUP. Upon termination of this Agreement or the TUP, PERMITTEE shall promptly remove its personal property, equipment and materials from the Licensed ROW Area and shall not conduct activities associated with the Special Event.
12. **Non-Waiver.** Failure by PERMITTEE or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or the TUP or to exercise any of its rights hereunder shall not waive such rights, but PERMITTEE and the Village shall have the right to enforce the terms and conditions of this Agreement or the TUP at any time and take such action as might be lawful or authorized hereunder, either in law or equity.
13. **Attorney's Fees.** In the event any lawsuit is filed by the Village for recovery of the Licensed ROW Area, or because of any act, which may arise out of the use or possession of the Licensed ROW Area or to enforce the terms of this Agreement or the TUP, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.
14. **Notices.** Any notice which either Party may or is required to give shall be given by mailing the same, by Personal Delivery or United States Registered or Certified Mail, postage prepaid, **to Western Springs Historical Society at PO Box 139, Western Springs, Illinois 60558, or to the Village at 740 Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558,** or to such other places as may be designated by the Parties from time to time.
15. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. **Right to Terminate.** The Village may suspend or terminate the operation of the Special Event or terminate this Agreement at any time and for any reason relating to the public safety or for a violation of applicable federal, state, county or Village laws, the TUP or this Agreement, upon written notice or verbal notice to PERMITTEE. In the event the Village exercises its right to terminate this Agreement, PERMITTEE agrees to restore the Licensed ROW Area to its condition as of the Special Event Date, as required by **Section 3 above**. If this Agreement is terminated by the Village, the temporary, non-exclusive license to use the Licensed ROW Area shall terminate at the same time. Otherwise, this Agreement shall terminate at the conclusion of the Special Event, except that the release, hold harmless and indemnification provisions of **Section 7** of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applies to all claims and causes of actions of any kind that could be or are brought against the Village or the Village's Affiliates (as defined above) that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village. In addition, the obligations of PERMITTEE set forth in **Section 3 above** (Care, Maintenance and Restoration) shall survive the termination of this Agreement until those obligations are fully satisfied by PERMITTEE.

17. **Compliance With Laws.** The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

A. **Certification.** Each Party and its officers, corporate authorities, employees, and agents certify that they are not barred from entering into this 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 this 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 has 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.

B. **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 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)

C. Illinois Freedom Of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the FOIA.

18. **Venue.** The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
19. **Complete Defense.** It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by PERMITTEE or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
20. **Authority to Bind.** The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.
21. **Effective Date:** This Agreement shall become effective upon the date of execution by the last signatory below, which date shall be inserted into the first paragraph on page 1 of this Agreement.

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

VILLAGE OF WESTERN SPRINGS

WESTERN SPRINGS HISTORICAL SOCIETY

By: _____

By: _____

Name: Heidi Rudolph

Village President

Date: _____, 2025

Name: _____

President or Authorized Officer

Date: _____, 2025

Exhibit “1”

**Temporary Use Permit
for the 2025 Paint the Town Plein Air Event
(the “Special Event”)**

(attached)

Exhibit "2"

**Insurance Certificate
for the Special Event**

(attached)

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sally J Baer-Levins The Rockwood Company 20 N Wacker Drive, Suite 600 Chicago, IL 60606	CONTACT NAME: Sally Levins PHONE (A/C, No, Ext): 312 621-2306 FAX (A/C, No): 312 621-2288 E-MAIL ADDRESS: slevins@rockwoodco.com																					
INSURED Western Springs Historical Society Inc PO Box 139 Western Springs, IL 60558	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Travelers Indemnity Co of Connecticut</td><td>25682</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Travelers Indemnity Co of Connecticut		25682	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

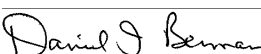
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6603914R146	07/15/2025	07/15/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Village of Western Springs and the Village affiliates are additional insured with respect to general liability via form CG D\$ 11 04 08 (attached).

CERTIFICATE HOLDER

CANCELLATION

Village of Western Springs 740 Hillgrove Ave Western Springs, IL 60558	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Western Springs Village and the Village Affiliates
740 Hillgrove Avenue
Western Springs, IL 60558

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 9.A.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

RE: [Previously Discussed] Contract with Concentric Integration for Water System Security Improvements (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on July 15, 2025 and the Village Board of Trustees reviewed this item at their meeting on July 21, 2025 and recommended the approval of a bid waiver and 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.

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 approve a bid waiver and contract with Concentric Integration 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
2. Part 1 of 3 of Group Exhibit A to Resolution Waiving Bid and Approving and Authorizing a Sole Source Agreement with Concentric Integration Solutions L
3. Part 2 of 3 to Group Exhibit A-- Appr and Auth Agreement with Concentric Integration Solutions LLC re Water System Security (BOT Appr. 8.18.25)(206349
4. Group Exhibit A Part 3 of 3 --Rider to PSA with Concentric Integration Solutions LLC for Water System Security (BOT Appr. 8.18.25)(2063498.1)



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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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

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Project Schedule

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☐ DOES NOT apply

Standard Terms and Conditions References

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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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STANDARD TERMS AND CONDITIONS v10.2

THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL PRODUCTS AND SERVICES WHICH MAY BE PROVIDED BY CONCENTRIC INTEGRATION, LLC ("CONSULTANT"). A WRITTEN PROPOSAL, SUPPORT SERVICES AGREEMENT, WORK ORDER, OR OTHER DOCUMENT THAT REFERENCES THESE STANDARD TERMS AND CONDITIONS IS REFERRED TO AS A "SIGNED ACCEPTANCE DOCUMENT." BY EXECUTING ANY SIGNED ACCEPTANCE DOCUMENT, YOU AGREE TO BE BOUND BY THESE STANDARD TERMS AND CONDITIONS. THE SIGNED ACCEPTANCE DOCUMENT AND THESE STANDARD TERMS AND CONDITIONS COLLECTIVELY CONSTITUTE THE "AGREEMENT".

1. Definitions.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through the ownership of voting securities, by contract or otherwise/ownership of more than fifty percent (50%) of the voting securities of a Person.

"**Business Day**" means a day other than a Saturday, Sunday, or other day on which federal banks are authorized or required by Law to be closed for business.

"**Core System**" means the information technology, system, and infrastructure, including computers, software, hardware, databases, electronic systems, and networks on or with which the System is intended to be built and operate, as set forth in the Signed Acceptance Document.

"**Customer**" means the customer as identified on the Signed Acceptance Document.

"**Customer Materials**" means the specific documents and materials, including specifications, software, hardware, systems, and technologies, that are provided or made available to Consultant or any of its Subcontractors by or on behalf of Customer in connection with this Agreement.

"**Deliverables**" means the System, including any and all Consultant Software, Consultant Hardware, Specifications, Documentation, Third-Party Materials, and other subject matter that Consultant (a) actually provides to Customer in connection with this Agreement or (b) is required to provide to Customer under this Agreement as identified in the Signed Acceptance Document.

"**Designated Site(s)**" means the Customer facility or facilities identified in the Signed Acceptance Document.

"**Documentation**" means any and all user manuals, operating manuals, and instructions, specifications, together with other documents and materials that may be specifically identified in the Signed Acceptance Document that Consultant provides or makes available to Customer in any medium and which describe the operation, use, support, or maintenance of the System.

"**Effective Date**" means the date on which Customer executes the Signed Acceptance Document.

"**Consultant Hardware**" means any computer or other equipment or device that is proprietary to Consultant and provided to Customer hereunder.

"**Consultant Materials**" means the Signed Acceptance Document, the Consultant Hardware, and all other Deliverables other than Third-Party Materials, and any and all information, code, custom developed applications, data, documents, drawings, materials, inventions, technologies, ideas, concepts, processes, methodologies, know-how, works, and other subject matter, including all software, hardware, systems, methods, processes, and devices, and all specifications, descriptions, requirements, plans, and reports, that Consultant or any of its Subcontractors conceives, discovers, designs, develops, reduces to practice, prepares, makes, modifies, improves or, other than Customer Materials and Third-Party Materials, uses, exclusively or nonexclusively in connection with the Services or this Agreement.

"**Consultant Personnel**" means all individuals involved in the performance of Services as employees or independent contractors of Consultant or any Subcontractor.



"Consultant Software" means any and all software (including any software interface or code) that is proprietary to Consultant and provided to Customer hereunder, whether (a) without modification, (b) modified by Consultant under this Agreement, or (c) developed by Consultant specifically for Customer.

"Intellectual Property Rights" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and other costs and fees incurred in enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Use" means use only by and for the benefit of Customer and solely for or in the ordinary course of Customer's internal business operations.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"Specifications" means the Scope of Services for the System as described in the Signed Acceptance Document.

"System" means the integrated information technology system to be designed, developed, and provided by Consultant to Customer pursuant to this Agreement.

"Third-Party Materials" means materials and information, in any form or medium, including any software (including open source software), applications, documents, data, content, specifications, products, hardware or equipment, technology, or components of or relating to the System, in any form or media in which any person or entity other than Consultant owns an interest.

2. Engagement of Consultant: General Service Obligations.

2.1 Engagement of Consultant. Customer hereby engages Consultant, and Consultant hereby accepts such engagement, to provide the Deliverables and perform the system integration and other professional services related thereto as further described in the Signed Acceptance Document (collectively, the **"Services"**) in accordance with the Agreement.

2.2 Project Management. Each party shall, throughout the Term of the Agreement, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. If either party's project manager ceases to be employed by such party or such party otherwise wishes to replace its project manager, such party shall promptly name a new project manager by written notice to the other party.

2.3 Changes. Either party may, at any time during the Term of the Agreement, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such changes in accordance with a written change order ("Change Order"). In the event that such changes cause an increase in Consultant's fee or time required for performance of any Services, whether or not reflected in any Change Order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Consultant, in its sole and absolute discretion, may withhold the provision or delivery of any Service or Deliverable for which additional compensation will be charged until its receipt of a Change Order and



written authorization from Customer. No changes will be effective unless and until memorialized in a written Change Order signed by both parties.

2.4 Subcontractors. Consultant may from time to time in its discretion engage third parties to perform the Services (each, a "Subcontractor").

3. Services.

3.1 Services Provided. Consultant will provide to Customer the Services described in the Signed Acceptance Document in accordance with the Agreement. Consultant will use commercially reasonable efforts to meet any performance dates specified in the Signed Acceptance Document, and any such dates are estimates only.

3.2 Third-Party Materials. The System may include or operate in conjunction with Third-Party Materials. If Third-Party Materials are included in or required for use with any of the Deliverables, Consultant will indicate this in the Signed Acceptance Document, or in a subsequent written notice given in accordance with Section 16.3 below, and provide a list of such Third-Party Materials upon request. All Third-Party Materials are provided pursuant to the terms and conditions of the applicable third-party license agreement. Customer shall comply with all such third-party license agreements for which Consultant provides a copy or link, as well as any applicable third-party license agreements which are posted in the "3rd Party Terms" document at www.goconcentric.com/standard-terms.

4. Customer Obligations.

4.1 Customer Resources and Cooperation. Customer shall timely provide such cooperation and assistance as Consultant reasonably requests to enable Consultant to perform the Services in accordance with the Signed Acceptance Document, including any applicable performance dates set forth therein. Without limitation of the foregoing, Customer shall timely:

- (a) perform all obligations identified as customer responsibilities in the Signed Acceptance Document;
- (b) provide the Customer Materials and all such other resources as may be specified in the Signed Acceptance Document;
- (c) provide Consultant Personnel with safe access to Customer's premises, the Core System and suitably qualified personnel;
- (d) ensure the Core System is set up and in working order to allow Consultant to perform the Services and deliver and, where applicable, install each Deliverable in accordance with the Signed Acceptance Document;
- (e) participate through suitably qualified and authorized Customer personnel in such meetings as may be scheduled by either party on at least ten (10) days' prior notice; and
- (f) provide all consents, approvals, notices and other communications as required under this Agreement and, where applicable, as specified in the Signed Acceptance Document.

4.2 Effect of Customer Failure or Delay. Consultant is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. In the event of any such delay or failure, Consultant may, in its sole discretion and by written notice to Customer, extend all such performance dates as Consultant deems reasonably necessary and, where applicable, amend the Signed Acceptance Document to reflect such extensions. The foregoing is in addition to, and not in lieu of, all other remedies Consultant may have for any such failure or delay by Customer.

4.3 Non-Solicitation. During the Term of the Agreement and for one (1) year after, Customer shall not, and shall not assist any other Person to, directly or indirectly, recruit or solicit for employment (or engagement as an independent contractor) any Person then or within the prior twelve (12) months employed by Consultant. In the event of a violation of this Section 4.3, Consultant will be entitled to liquidated damages equal to the compensation paid by Consultant to the applicable employee during the prior twelve (12) months.

5. Delivery; Testing and Acceptance.



5.1 Delivery. Consultant will deliver or cause to be delivered or made available to Customer each Deliverable in accordance with the Signed Acceptance Document. Except as otherwise expressly set forth in the Signed Acceptance Document, Consultant will deliver Consultant Software in binary code (object code) only. Customer acknowledges and agrees that Customer has no right or license under this Agreement to receive the source code for any Consultant Software.

5.2 Review and Acceptance. Acceptance of the Deliverables or System will be conducted as follows:

(a) Following delivery of any Deliverables provided for in a Signed Acceptance Document (including where applicable installation of the System), Customer will have fourteen (14) calendar days (the "**Review Period**") to thoroughly inspect and review the Deliverables and/or System and confirm that the Services have been completed in accordance with the Signed Acceptance Document (the "**Project Acceptance Review**"). Consultant has the right to observe or participate in all or any part of the Project Acceptance Review.

(b) Promptly upon the completion of the Project Acceptance Review, Customer shall notify Consultant in writing of its acceptance or, solely if the Project Acceptance Review identifies any material failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation (each, a "**Nonconformity**"), rejection of the Deliverables or System. Customer shall not unreasonably withhold its acceptance and shall include in any rejection notice a reasonably detailed description of the Project Acceptance Review conducted, the results thereof and each identified Nonconformity. The Deliverables or System will be deemed accepted by Customer upon the expiration of the Review Period if Customer has not delivered a notice accepting or rejecting the Deliverables or System prior to such expiration.

(c) Subject to Section 5.2(d), following receipt of a rejection notice, Consultant shall use commercially reasonable efforts to remedy the Nonconformities reported by Customer. Customer shall, at no charge to Consultant, provide all such cooperation and assistance as Consultant may reasonably request to assist Consultant's efforts to remedy Nonconformities. Upon Consultant's notice of its correction of the reported Nonconformities, Customer shall have an additional Review Period to conduct Project Acceptance Reviews to determine whether such Nonconformities have been remedied.

(d) The parties shall repeat the process set forth in Section 5.2(a) through Section 5.2(b) until Customer has accepted the Deliverables or System as set forth in Section 5.2(b), provided, however, if Customer issues more than three (3) rejection notices: (i) Customer may accept the Deliverables or System as nonconforming, in which case the parties agree to mutually negotiate any appropriate reduction in Fees to reflect the impact of the Nonconformities; or (ii) if Customer does not accept the System as nonconforming, either party may terminate this Agreement in accordance with Section 11.2(c) below.

(e) Consultant has the right to dispute, in good faith, Customer's rejection or qualified acceptance of the Deliverables or System by providing written notice to Customer of such dispute within fourteen (14) calendar days after Consultant's receipt of Customer's written notice of such rejection or qualified acceptance, as applicable. Consultant shall specify in the notice of dispute the basis of the dispute in sufficient detail to facilitate investigation by Customer and resolution by the parties. The parties shall first attempt in good faith to promptly resolve the dispute by negotiation and consultation between themselves. If the dispute is not resolved on an informal basis within ten (10) calendar days after Consultant's notice thereof, the parties shall seek to resolve the dispute pursuant to Section 11.5. Pending the resolution of such dispute, Consultant will have no obligation to correct any alleged Nonconformity or repair or replace any Deliverables.

This Section 5.2 sets forth Consultant's sole obligations and Customer's exclusive remedies for any failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation.

6. Maintenance and Support. During the Warranty Period, Consultant may provide Customer System maintenance and support services for an additional fee under a separate agreement executed between the Consultant and Customer.

7. Fees; Payment Terms.

7.1 Fees. Customer shall pay to Consultant the fees set forth in the Specification and Signed Acceptance Document ("**Fees**").



7.2 Time and Materials. Where the Services are provided on a time and materials basis:

(a) the Fees payable for the Services shall be calculated in accordance with Consultant's hourly fee rates for the Consultant Personnel set forth in the Specification and Signed Acceptance Document; and

(b) Consultant will issue invoices to Customer monthly in arrears for its Fees for time for the immediately preceding month, calculated as provided in this Section 7.2, together with a breakdown of any Reimbursable Expenses incurred during that period.

7.3 Fixed Price. Where Services are provided for a fixed price, the total Fees for the Services shall be the amount set out in the Specification and Signed Acceptance Document. The total Fees shall be paid to Consultant in installments as set out in the Specification and Signed Acceptance Document together with Customer's payment of any Reimbursable Expenses incurred by Consultant during the installment period. At the end of a period for which an installment is due under the Specification and Signed Acceptance Document, Consultant will issue invoices to Customer for the Fees and Reimbursable Expenses that are then payable for that period.

7.4 Reimbursable Expenses. Customer shall reimburse Consultant for all travel and out-of-pocket expenses incurred by Consultant in connection with performing the Services ("**Reimbursable Expenses**").

7.5 Fee Increases. The parties agree that for Services provided on a time and materials basis, Consultant may increase its standard fee rates specified in the Specification and Signed Acceptance Document upon ninety (90) days prior written notice to Customer.

7.6 Payment Terms. Customer shall pay all Fees and Reimbursable Expenses on or prior to the due date therefor set forth in the Specification and Signed Acceptance Document or, where the Specification and Signed Acceptance Document does not specify such date, within thirty (30) days after the date of Consultant's invoice therefor. Customer shall make payments to the address or account specified in the Specification and Signed Acceptance Document or such other address or account as is specified by Consultant in writing from time to time.

7.7 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a) Consultant may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

(b) Customer shall reimburse Consultant for all costs incurred by Consultant in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for ten (10) calendar days following written notice thereof, Consultant may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension. When such default is cured by Customer, the amount to be paid for the scope of work will be equitably increased to account for Consultant's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and the time for Consultant to complete the scope of work will be equitably extended to account for such suspension.

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

7.9 No Deduction or Setoff. Customer shall pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by Consultant whether under this Agreement, applicable Law or otherwise and whether relating to Consultant's breach, bankruptcy or otherwise.

7.10 Prompt Payment Laws. In the event of a conflict between the provisions of this Section 7 and any applicable "prompt payment" laws or regulations within the State of Illinois, including without limitation the Local Government Prompt Payment Act, 50 ILCA 505/1 and the Contractor Prompt Payment Act, 815 ILCS 603/1 (collectively the "Illinois Prompt



Payment Laws”), the provisions of the Prompt Payment Laws shall control. Consultant shall have all remedies that may be available at law, in equity, or otherwise with respect to Customer’s payment obligations hereunder and pursuant to the Illinois Prompt Payment Laws.

8. Intellectual Property Rights. The following provisions shall govern all Intellectual Property Rights which may arise in the course of performing this Agreement.

8.1 Consultant Materials. All right, title, and interest in and to (a) the Consultant Materials and (b) all works, inventions and other subject matter incorporating, based on or derived from any Consultant Materials, including all customizations, enhancements, improvements and other modifications thereof (collectively, "**Derivatives**"), in each case (subclause (a) and subclause (b)) by whomsoever made and including all Intellectual Property Rights therein, are and will remain, as appropriate, with Consultant. Customer has no right or license with respect to any Consultant Materials or Derivatives except as expressly licensed under Section 9.1, in each case subject to Section 9.2. Consultant expressly reserves all other rights in and to the Consultant Materials and Derivatives. If Customer permits any third party to access or modify the Consultant Materials, Customer must do so pursuant to a written agreement that: (i) prohibits such third party from using, disclosing or distributing the Consultant Materials for any purpose other than as reasonably necessary to facilitate Customer’s internal use of the Deliverables provided hereunder; and (ii) prohibits such third party from removing, obscuring or altering any legal notices or copyright management information included in or upon the Consultant Materials; and (iii) states that such third party shall not disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Consultant Materials. Customer acknowledges that permitting a third party to modify the Consultant Materials shall void the warranty set forth in Section 12 below.

8.2 Customer Materials. As between the parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein, subject only to the license granted under Section 9.3. Customer expressly reserve all other rights in and to the Customer Materials.

8.3 Third-Party Materials. All right, title, and interest in and to the Third-Party Materials, including all Intellectual Property Rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any Third-Party Materials except as expressly licensed under such third-party license agreements.

(a) Reseller Products. In some cases, Consultant or its affiliated entities will act as a reseller of Third-Party Materials, which are referred to as “Reseller Products” for convenience. Customer acknowledges that Consultant may receive compensation in the form of a commission or profit share in connection with Reseller Products. All Reseller Products are warranted solely by the original manufacturer’s warranty. Customer will be deemed to contract directly with the licensor or seller of any Reseller Products, and will be directly responsible for complying with any license, end user license agreement, or other terms and conditions associated with Reseller Products.

(b) Licensed Embedded Products. “Licensed Embedded Products” means any software component that is provided by Consultant from a licensed development platform utilized by Consultant. Regarding all Licensed Embedded Products, Customer will be deemed an authorized end user, and Consultant grants Customer a royalty-free, fully paid-up, non-exclusive right and license to use and execute the Licensed Embedded Products as part of the Consultant Materials and Deliverables provided hereunder or in the future. With respect to all Licensed Embedded Products, Customer agrees: (i) Customer is prohibited from distribution of the Licensed Embedded Products; (ii) all Licensed Embedded Products are warranted solely by the original manufacturer’s warranty; (iii) any and all liability of Licensed Embedded Product licensors and suppliers shall be limited to the maximum extent permitted by applicable law; and (iv) Customer may not attempt to disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Licensed Embedded Products. Customer agrees to review and comply with any other terms and conditions associated with Licensed Embedded Products which are posted from time to time in the “3rd Party Terms” document at www.goconcentric.com/standard-terms.

(c) Open Source Products. “Open Source Products” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License,



or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled. Consultant will identify any Open Source Products which are incorporated into the Consultant Materials and post or link to the applicable license agreement associated with any such Open Source Products on its website. Customer acknowledges that it has access to such information and a duty to read and comply with the applicable license agreements.

(d) No Third-Party Materials Representations or Warranties. Customer's remedies with respect to all Third-Party Materials will be limited to whatever recourse may be available against the applicable licensor thereof. Without limiting the generality of the foregoing, wherever Consultant may agree to provide configuration, installation, or deployment services relating to any Third-Party Materials, any warranties of Consultant relate to and are applicable to Consultant's Services only, not to Third-Party Materials. CONSULTANT MAKES NO REPRESENTATIONS, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ANY THIRD-PARTY MATERIALS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS USE OF THIRD-PARTY MATERIALS IS AT CUSTOMER'S SOLE RISK AND THAT THIRD-PARTY MATERIALS ARE RECOMMENDED BY CONSULTANT "AS IS" AND WITHOUT WARRANTY OF ANY KIND FROM CONSULTANT INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. Licenses.

9.1 Consultant License. Subject to and conditioned upon Customer's payment of the Fees and compliance with Section 9.2 and all other applicable provisions of this Agreement, Consultant hereby grants to Customer a fully paid-up and royalty-free, non-transferable, non-sublicensable license exercisable in perpetuity, solely: (a) to install, operate, and use the System (including Consultant Software in object code only) for the Permitted Use in the Core System at the Designated Site(s) in accordance with the Documentation; and (b) to use the Documentation and other Deliverables in connection therewith.

9.2 Consultant License Restrictions. Customer shall not, and shall not permit any other Person to, access or use any Consultant Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, with respect to all Consultant Materials, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Consultant Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Consultant Materials to any other Person, including through or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Consultant Materials or any part thereof;
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Consultant Materials, including any copy thereof;
- (e) use any Consultant Materials in a manner or for any purpose that infringes, misappropriates, or otherwise violates any Law or Intellectual Property Right;
- (f) use the Consultant Materials for purposes of competitive analysis of the System, the development of a competing system, product or service, or any other purpose that is to Consultant's commercial disadvantage;
- (g) use any Consultant Materials in, or in association with, the design, construction, maintenance or operation of any hazardous environments, systems, or applications; or,
- (h) otherwise use the Consultant Materials beyond the scope of the license granted under Section 9.1.

9.3 Customer Materials License. Customer hereby grants to Consultant a fully paid-up and royalty-free, non-exclusive right and license to use, reproduce, perform, display, distribute, modify, and create derivative works and improvements of the Customer Materials to perform the Services or to further develop and improve the Consultant Materials



as necessary or desirable to perform the Services. This license commences upon Customer's first delivery of Customer Materials to Consultant and is irrevocable and perpetual.

10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 10.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, the Consultant Materials are the Confidential Information of Consultant.

10.2 Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as set forth in this Section 10.3.

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance, and be responsible and liable for any of its Representatives' noncompliance, with this Section 10.

10.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 10.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

11. Term and Termination.

11.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Signed Acceptance Document ("**Term**").

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



(a) Consultant may terminate this Agreement, effective on written notice to Customer, if: (i) Customer fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Consultant's delivery of written notice thereof; (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured; or (iii) Customer breaches any of its obligations under Section 9.2 (License Restrictions) or Section 10 (Confidentiality).

(b) Either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.

(c) If the System cannot be installed and made fully operational, and either party reasonably determines that the System cannot be made to function properly, such party may terminate this Agreement upon written notice to the other party. In the event of such termination, all Fees accrued through the date of termination shall be due upon such termination.

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

11.3 Effect of Termination Pursuant to Section 11.2. Upon any expiration or termination of this Agreement:

(a) Consultant shall immediately cease all use of and within five (5) days deliver to Customer, or, if return is impractical, shall destroy, all documents and tangible materials containing, reflecting, incorporating or based on the Customer Materials or Customer's Confidential Information; provided, however, that Consultant may retain one archival copy of the Customer Materials and Customer's Confidential Information to the extent Consultant requires or will require such Customer Materials or Confidential Information to meet its internal recordkeeping requirements or perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(b) Customer shall (i) immediately cease all use of and within five (5) days deliver to Consultant, or at Consultant's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on the Consultant Materials or Consultant's other Confidential Information; and (ii) permanently erase the Consultant Materials and Consultant's other Confidential Information from its computer systems, except, in each case, to the extent that Customer requires or will require such Consultant Materials or Consultant's Confidential Information to perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(c) If Customer terminates this Agreement pursuant to Sections 11.2(b) or (c), Customer will be relieved of any obligation to pay any Fees hereunder for Services and Deliverables that Consultant has not provided as of the effective date of termination and Consultant will refund to Customer Fees paid in advance for such Services and Deliverables.

(d) If Consultant terminates this Agreement pursuant to Sections 11.2(a), (b), or (c), Customer shall pay all previously-accrued but not yet paid Fees and Reimbursable Expenses through the effective date of termination, on receipt of Consultant's invoice therefor.

(e) If Consultant terminates this Agreement, all licenses granted to Customer under this Agreement will also automatically and immediately terminate on the effective date of such termination.

(f) Customer shall certify to Consultant in a notarized written instrument signed by Customer's duly authorized executive officer that it has complied with the requirements of this Section 11.3.

11.4 Surviving Provisions. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any



expiration or termination of this Agreement: Section 8, Section 9.1, Section 9.2, Section 9.3, Section 10, Section 11.3, this Section 11.4, Section 12, Section 13, Section 14, Section 15, and Section 16.

11.5 Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved with the following procedures:

(a) Negotiation. Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) calendar days (the "Negotiation").

(b) Mediation. If the dispute has not been resolved by negotiation in accordance with Section 11.5(a), then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within fourteen (14) calendar days then Customer and Consultant shall each select a mediator and such mediators shall together unanimously select a neutral mediator who shall conduct the mediation. 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. The parties may agree to continue the mediation process beyond one (1) day, until there is a settlement agreement, or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within thirty (30) days of the first mediation session.

During the course of the mediation, no party can assert the failure to fully comply with Section 11.5(a) as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until thirty (30) days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

All communications, both written and oral, during the parties' efforts under Sections 11.5(a) and 11.5(b) are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its provisions.

12.2 Additional Consultant Representations and Warranties; Limited Remedy.

(a) Consultant represents and warrants to Customer that Consultant will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.



(b) Consultant warrants that for twelve (12) months following Customer's acceptance of the System pursuant to Section 5.2, as installed in the Core System and used in accordance with the Documentation, the System will in all material respects function and otherwise be in conformity with the Specifications. In the event of Consultant's breach of the foregoing warranty, Consultant's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) Consultant shall use commercially reasonable efforts to cure such breach by either the repair or replacement of the defective Consultant Material without cost to the Customer, provided that Customer had not altered the System in any way and has maintained the System in accordance with Consultant's recommendations; further provided that, if Consultant cannot cure such breach within a reasonable time (but no more than sixty (60) days) after Customer's written notice of such breach, either party may, at its option, terminate the Agreement effective immediately upon written notice to the other party.

(ii) Consultant shall not be in breach of its warranty under this Section 12.2(b), and the foregoing remedy shall not be available, unless Customer provides written notice of such breach within twenty (20) calendar days of its discovery of such defect or failure and in no event later than twelve (12) months after Customer's acceptance or deemed acceptance of the System.

(iii) In no event will Consultant be responsible for (a) any modifications to any Consultant Materials or Deliverables made by anyone other than Consultant; (b) damages caused by misuse, improper operation, or improper or insufficient maintenance of any Consultant Materials or Deliverables; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any Consultant Materials or Deliverables that arise from Consultant's compliance with designs or other criteria or requirements provided by or through Customer.

(c) Any claim arising out of or in connection with this Agreement or its subject matter must be filed within twelve (12) months after the Customer's acceptance or deemed acceptance of the System or be permanently barred.

12.3 Additional Customer Representations and Warranties. Customer represents, warrants, and covenants to Consultant that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Consultant and used in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party or violate any applicable Law.

12.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 12.1 AND SECTION 12.2, THE SYSTEM AND ALL SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CONSULTANT MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM OR ANY OTHER WORK PRODUCT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES (EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. Insurance. At all times during the Term of the Agreement, Consultant shall procure and maintain insurance of the following policy limits:

Workers Compensation: Statutory Limits

Excess Umbrella Liability: \$10,000,000 per claim and aggregate

General Liability: \$1,000,000 per claim
\$2,000,000 aggregate

Professional Liability: \$5,000,000 per claim
\$10,000,000 aggregate



Automobile Liability: \$1,000,000 combined single limit

14. Limitations of Liability.

14.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL CONSULTANT OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE; (b) USE, QUALITY, OR PERFORMANCE OF THE SYSTEM, SYSTEM COMPONENTS, OR OTHER DELIVERABLES OTHER THAN AS EXPRESSLY SPECIFIED IN THE SPECIFICATIONS, DOCUMENTATION, OR THIS AGREEMENT, INCLUDING ANY INABILITY TO USE OR NON-PERFORMANCE OF THE SYSTEM, IN WHOLE OR IN PART; OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE 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.

14.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF CONSULTANT AND ITS LICENSORS, SUBCONTRACTORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE FOLLOWING (WHICHEVER IS GREATER): (A) THE AMOUNT PAID BY CUSTOMER TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR, (B) IF THE COLLECTIVE AGGREGATE LIABILITY IS INSURED IN WHOLE OR IN PART, THE AGGREGATE AMOUNT RECOVERED BY CONSULTANT FROM ANY INSURERS OF THE LIABILITY. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.3 Customer acknowledges and agrees that the parties entered into the Agreement in reliance upon the limitations of liability set forth in Section 14, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

15. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any portion of this Agreement, (except for any confidentiality or payment obligations), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, lightning, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) calendar days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Miscellaneous.

16.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

16.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.



16.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 16.3):

If to Consultant: Concentric Integration, LLC
8678 Ridgefield Rd.
Crystal Lake, IL 60012
Attn: Mike Klein
Facsimile: (815) 455-0450
E-mail: mklein@goconcentric.com

If to Customer: At the addresses and to the attention as specified in the Signed Acceptance Document.

Notices sent in accordance with this Section 16.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

16.4 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any exhibits, attachments, and riders referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.5 Entire Agreement; Amendment and Modification; Waiver. 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. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege

16.6 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Consultant's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16.6 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

16.8 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon such determination that any provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of



the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.9 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or its subject matter shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in or having jurisdiction over McHenry County, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

16.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16.11 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Sections 8, 9, or 10, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party shall not be required to submit itself to the Dispute Resolution process set forth in Section 11.5 and will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

16.12 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Rider to
Professional Services Agreement
Between The Village Of Western Springs And Concentric Integration Solutions, LLC
For Water System Security Improvements**

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: August, 2025



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 9.B.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent , Chris Breakey, Superintendent of Public Works

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

RE: Contract with Mauro Sewer Construction Inc. for the 53rd St & Flagg Creek Watermain Project (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on August 12, 2025 and recommended approval of the award for the 2025 53rd Street & Flagg Creek Watermain Contract to the lowest bidder, Mauro Sewer Construction Inc., for an amount not to exceed \$344,350.00.

Summary

On July 17, Village staff issued a Request for Bids (RFB) for the 53rd Street and Flagg Creek Watermain Project. On August 4, the Village received a total of three (3) bids. The results of the the bids, including both alternates, are summarized as follows:

Mauro Sewer Construction	\$344,350.00
Unique Plumbing	\$384,955.00
Calumet City Plumbing Co., Inc.	\$390,017.10

This project includes the removal, abandonment, and replacement of the existing 8" watermain located along 53rd St., in Flagg Creek, between Commonwealth Avenue and Fair Elms, as the existing watermain is leaking and requires specialized equipment and crews that are able to reach depths beyond the Village's capabilities.

Staff have completed a reference check of the lowest bidder, Mauro Sewer Construction, and are confident they will be able to complete the work to the Village's standards.

The bid tab with raw data and bid submission are attached to the report.

Financial Impact

This project was an unanticipated emergency repair. With the reallocation of FY2025 budgeted funds for water main lining, \$300,000 will be applied to this project. The remaining funds needed will require a budget amendment of \$44,350.00. A budget amendment was requested

at the August 12 Finance Committee.

Account 4303510 62020

Fund Water System

2025 Budget \$300,000 originally allocated for water main lining

Project Cost \$44,350.00

Recommended Motion

I move to approve and award the 2025 53rd Street & Flagg Creek Watermain Contract to the lowest bidder, Mauro Sewer Construction Inc., for an amount not to exceed of \$344,350.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 53rd St & Flagg Creek Bid Tab
2. Mauro Sewer Construction, Inc (1)
3. Resolution No. 25-_____ re Approving Low Bid and Authorizing Entry of a Contract with Mauro Sewer Construction, Inc. for 53rd and Flagg Creek Watermain
4. Group Exhibit A to Resolution Accepting Low Bid and Approving and Authorizing Contract for 53rd and Flagg Creek Watermain Replacement--Mauro Sewer Con

BID TAB					MAURO SEWER CONSTRUCTION			UNIQUE PLUMBING CO.			CALUMET CITY PLUMBING CO., INC.		
SP	PAY ITEM	PAY ITEM	UNIT	53RD STREET QUANTITY	UNIT PRICE	TOTAL COST [AS READ]	TOTAL COST [AS CALCULATED]	UNIT PRICE	TOTAL COST [AS READ]	TOTAL COST [AS CALCULATED]	UNIT PRICE	TOTAL COST [AS READ]	TOTAL COST [AS CALCULATED]
	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	184	\$ 45.00	\$ 8,280.00	\$ 8,280.00	\$ 35.00	\$ 6,440.00	\$ 6,440.00	\$ 48.00	\$ 8,832.00	\$ 8,832.00
	25200100	SODDING	SQ YD	184	\$ 45.00	\$ 8,280.00	\$ 8,280.00	\$ 35.00	\$ 6,440.00	\$ 6,440.00	\$ 40.00	\$ 7,360.00	\$ 7,360.00
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	248	\$ 35.00	\$ 8,680.00	\$ 8,680.00	\$ 30.00	\$ 7,440.00	\$ 7,440.00	\$ 35.00	\$ 8,680.00	\$ 8,680.00
	42400800	DETECTABLE WARNINGS	SQ FT	12	\$ 100.00	\$ 1,200.00	\$ 1,200.00	\$ 60.00	\$ 720.00	\$ 720.00	\$ 81.00	\$ 972.00	\$ 972.00
	44000600	SIDEWALK REMOVAL	SQ FT	249	\$ 5.00	\$ 1,245.00	\$ 1,245.00	\$ 5.00	\$ 1,245.00	\$ 1,245.00	\$ 10.00	\$ 2,490.00	\$ 2,490.00
*	56103000	DUCTILE IRON WATER MAIN 6"	FOOT	17	\$ 150.00	\$ 2,550.00	\$ 2,550.00	\$ 270.00	\$ 4,590.00	\$ 4,590.00	\$ 170.00	\$ 2,890.00	\$ 2,890.00
*	56103100	DUCTILE IRON WATER MAIN 8"	FOOT	88	\$ 200.00	\$ 17,600.00	\$ 17,600.00	\$ 285.00	\$ 25,080.00	\$ 25,080.00	\$ 235.00	\$ 20,680.00	\$ 20,680.00
*	56105000	WATER VALVES 8"	EACH	2	\$ 6,000.00	\$ 12,000.00	\$ 12,000.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00	\$ 3,900.00	\$ 7,800.00	\$ 7,800.00
*	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 1,600.00	\$ 1,600.00	\$ 1,315.00	\$ 2,630.00	\$ 2,630.00
*	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	2	\$ 13,500.00	\$ 27,000.00	\$ 27,000.00	\$ 10,500.00	\$ 21,000.00	\$ 21,000.00	\$ 15,200.00	\$ 30,400.00	\$ 30,400.00
*	X1200015	VALVES TO BE ABANDONED	EACH	2	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,340.00	\$ 10,680.00	\$ 10,680.00
*	X1200221	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	EACH	2	\$ 17,000.00	\$ 17,000.00	\$ 34,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 11,918.00	\$ 23,836.00	\$ 23,836.00
*	X5610012	CAP EXISTING WATER MAIN	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 16,000.00	\$ 16,000.00	\$ 1,380.00	\$ 2,760.00	\$ 2,760.00
*	X5610656	WATER MAIN TO BE ABANDONED, 6"	FOOT	20	\$ 25.00	\$ 500.00	\$ 500.00	\$ 50.00	\$ 1,000.00	\$ 1,000.00	\$ 127.00	\$ 2,540.00	\$ 2,540.00
*	X5610658	WATER MAIN TO BE ABANDONED, 8"	FOOT	349	\$ 35.00	\$ 12,215.00	\$ 12,215.00	\$ 50.00	\$ 17,450.00	\$ 17,450.00	\$ 7.90	\$ 2,757.10	\$ 2,757.10
*	X5610708	WATER MAIN REMOVAL, 8"	FOOT	10	\$ 100.00	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00	\$ 500.00	\$ 288.00	\$ 2,880.00	\$ 2,880.00
*	X6026623	VALVE BOX	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 345.00	\$ 690.00	\$ 690.00
*		HIGH DENSITY POLYETHYLENE WATER MAIN 8" (DIRECTIONAL BORE), DR-9	FOOT	280	\$ 510.00	\$ 142,800.00	\$ 142,800.00	\$ 380.00	\$ 106,400.00	\$ 106,400.00	\$ 733.00	\$ 205,240.00	\$ 205,240.00
*		PRE CONSTRUCTION VIDEO RECORDING	LSUM	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
*		CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 58,550.00	\$ 58,550.00	\$ 58,550.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
*		EXPLORITION TRENCH (SPECIAL)	FOOT	100	\$ 50.00	\$ 5,000.00	\$ 5,000.00	\$ 80.00	\$ 8,000.00	\$ 8,000.00	\$ 83.00	\$ 8,300.00	\$ 8,300.00
TOTAL CONSTRUCTION COST						\$309,350.00	\$ 309,350.00		\$353,955.00	\$ 353,955.00		\$ 363,917.10	\$ 363,917.10

ALTERNATE BID					MAURO SEWER CONSTRUCTION			UNIQUE PLUMBING CO.			CALUMET CITY PLUMBING CO., INC.		
SP	PAY ITEM	PAY ITEM	UNIT	53RD STREET QUANTITY	UNIT PRICE	TOTAL COST [AS READ]	TOTAL COST [AS CALCULATED]	UNIT PRICE	TOTAL COST [AS READ]	TOTAL COST [AS CALCULATED]	UNIT PRICE	TOTAL COST [AS READ]	TOTAL COST [AS CALCULATED]
*		INSERTION VALVES, 6", WITH VALVE BOX	EACH	1	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,700.00	\$ 12,700.00	\$ 12,700.00
*		INSERTION VALVES, 8", WITH VALVE BOX	EACH	1	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 13,400.00	\$ 13,400.00	\$ 13,400.00
TOTAL CONSTRUCTION COST						\$ 35,000.00	\$ 35,000.00		\$ 31,000.00	\$ 31,000.00		\$ 26,100.00	\$ 26,100.00
TOTAL WITH ALTERNATES						\$344,350.00	\$ 344,350.00		\$384,955.00	\$ 384,955.00		\$ 390,017.10	\$ 390,017.10

TOTAL BUDGETED	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
DIFFERENCE	\$ 44,350.00	\$ 84,955.00	\$ 90,017.10



**CONTRACT REQUIREMENTS FOR
53RD ST AND FLAGG CREEK WATERMAIN
PROJECT**

**AUGUST 4, 2025
10:00 A.M. (PREVAILING TIME)**

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Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **53rd Street and Flag Creek Water Main Project RFB**

Bids will be received until **10:00 AM**, Prevailing Local Time on **Monday, August 4, 2025**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500) or 10% of the bid price, whichever is greater, which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Doings on July 17, 2025

cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

Instructions to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: July 17, 2025

Bids to be entitled to consideration must be made in accordance with the following instructions:

Bids shall be submitted in an opaque, sealed envelope plainly marked with the words:

53rd St and Flagg Creek Watermain Project RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **Monday, August 4, 2025**, after which time and at such place all bids will be publicly opened and read aloud.

Bids received after the time for opening will not be considered.

Bids must be signed by an authorized official of the contractor's organization, and the name of the official and their title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws their bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FORTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "**Exhibit A**" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: 53rd St and Flagg Creek Watermain Project RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work on or after all permits and approvals have been provided and complete work by October 31 as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to

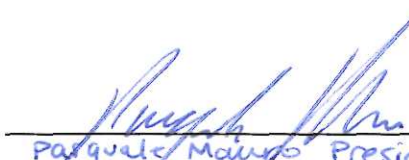
execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

8/4/25
Date

Mauro Sewer Construction Inc.
Proposed Contractor (Bidder)


Parqueto Mauro, President
Witness


Robert Sacco, manager

Bid Bond

CONTRACTOR:

Mauro Sewer Construction, Inc.
1251 Redeker Road
Des Plaines, IL. 60016

SURETY:

Arch Insurance Company
3 Parkway, Suite 1500
Philadelphia, PA. 19102

OWNER: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL. 60558

BOND AMOUNT: Ten Percent of Amount Bid (10% of Bid Amount)

PROJECT NAME: 53rd St. & Flagg Creek Water Main Project

Project Number:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of August, 2025

✓ 
(Witness) Kelly Martini, Oper. Mgr.

(Principal)

Mauro Sewer Construction, Inc.

✓ (Seal)

✓
(Title)

Pasquale Mauro, President

(Surety)

Arch Insurance Company

(Seal)

✓ 
(Witness) Robert Sacco, Mgr.

(Title)

James Tragos, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Chris Bassler, James Tragos, Monical Kalman and Roneelynn Keift of Northbrook, IL (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

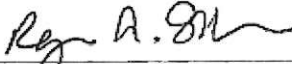
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 7th day of December, 2023.

Attested and Certified


Regan A. Shulman, Secretary

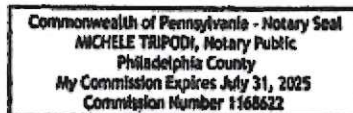
STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

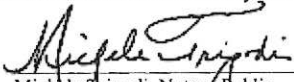


Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

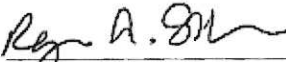



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated December 7, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 4th day of August, 2025.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*

Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga, in writing, at dpuga@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (53rd St & Flagg Creek Watermain Project RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice.

Issue RFB	July 17, 2025
Bid Questions Due	12:00 PM on July 28, 2025
Bids Due Date	10:00 AM on August 4, 2025
Village Board Selection of Qualified, Responsive Bidder	August 18, 2025
Begin Contract	Tentatively September 2025

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING
THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

BID TAB						
SP	PAY ITEM	PAY ITEM	UNIT	53RD STREET QUANTITY	UNIT PRICE	TOTAL COST
1	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	184	45.00	8,280.00
2	25200100	SODDING	SQ YD	184	45.00	8,280.00
3	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	248	35.00	8,680.00
4	42400800	DETECTABLE WARNINGS	SQ FT	12	100.00	1,200.00
5	44000600	SIDEWALK REMOVAL	SQ FT	249	5.00	1,245.00
6	* 56103000	DUCTILE IRON WATER MAIN 6"	FOOT	17	150.00	2,550.00
7	* 56103100	DUCTILE IRON WATER MAIN 8"	FOOT	88	200.00	17,600.00
8	* 56105000	WATER VALVES 8"	EACH	2	6,000.00	12,000.00
9	* 56400500	FIRE HYDRANTS TO BE REMOVED	EACH	2	1,000.00	2,000.00
10	* 56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	2	13,500.00	27,000.00
11	* X1200015	VALVE VAULTS TO BE ABANDONED	EACH	2	1,000.00	2,000.00
12	* X1200221	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	EACH	2	17,000.00	34,000.00
13	* X5610012	CAP EXISTING WATER MAIN	EACH	2	2,000.00	4,000.00
14	* X5610656	WATER MAIN TO BE ABANDONED, 6"	FOOT	20	25.00	500.00
15	* X5610658	WATER MAIN TO BE ABANDONED, 8"	FOOT	349	35.00	12,215.00
16	* X5610708	WATER MAIN REMOVAL, 8"	FOOT	10	100.00	1,000.00
17	* X6026623	VALVE BOX	EACH	2	2,000.00	4,000.00
18	*	HIGH DENSITY POLYETHYLENE WATER MAIN 8" (DIRECTIONAL BORE), DR-9	FOOT	280	510.00	142,800.00
19	*	PRE CONSTRUCTION VIDEO RECORDING	LSUM	1	3,000.00	3,000.00
20	*	CONSTRUCTION STAKING AND RECORD DRRRAWINGS	LSUM	1	12,000.00	12,000.00
21	*	EXPLORITION TRENCH (SPECIAL)	FOOT	100	50.00	5,000.00
TOTAL CONSTRUCTION COST:						309,350.00

ALTERNATE BID						
SP	PAY ITEM	PAY ITEM	UNIT	53RD STREET QUANTITY	UNIT PRICE	TOTAL COST
22	*	INSERTION VALVES, 6", WITH VALVE BOX	EACH	1	17,000.00	17,000.00
23	*	INSERTION VALVES, 8", WITH VALVE BOX	EACH	1	18,000.00	18,000.00
TOTAL CONSTRUCTION COST:						35,000.00

Name of Bidder: Mauro Sewer Construction, Inc.
Address: 1251 Redeker Rd.
Telephone No. (847) 803-2033 Fax No. (847) 803-2034
Signature: 
Name and Title: (Please Print) Pasquale Mauro, President
Date: 8/4/25

References

Name of Organization: Northbrook
Year of Contract: 5 years
Contact Name: Aram Beladi
Telephone No: (847) 272-4711
Email Address: Aram.Beladi@Northbrook.il.us

Name of Organization: Glencoe
Year of Contract: 7 years
Contact Name: Donald Kirk
Telephone No: (847) 835-4111
Email Address: DKIRK@villageofglencoe.org

Name of Organization: Rolling Meadows
Year of Contract: 5 years
Contact Name: Joel Benton
Telephone No: (815) 451-9547
Email Address: Bentonj@cityrm.org

Name of Organization: Park Ridge
Year of Contract: 5 years
Contact Name: Lou Arrigoni
Telephone No: (847) 318-5210
Email Address: larrigoni@parkridge.us

Name of Organization: zion

Year of Contract: 3 years

Contact Name: William Sprague

Telephone No: (847) 823-0500

Email Address: wsprague@cbbel.com

Contract Provisions

The Village seeks a qualified firm to remove, abandon, and replace existing 8" watermain located along 53rd Street, in Flag Creek, between Commonwealth and Fair Elms Avenue.

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Burlington Avenue Water Main and Streetscape Improvements, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

PRECONSTRUCTION VIDEO RECORDING

Description: This work shall consist of furnishing all materials and labor required to perform a videotape survey of the construction limits, adjacent right-of-way, and adjacent structures bordering the work. This shall include, but not be limited to, existing buildings, garages, pavements, curb and gutter, sidewalks, fences, trees and landscaping. Two (2) copies of the video shall be furnished to the Village in USB flash drive format. Videotaping shall be performed by a reputable company meeting the approval of the Village, in the presence of a representative of the Village, and shall be performed prior to the commencement of construction. The videotape survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

Basis of Payment: This work will be paid for at the contract Lump Sum price for PRECONSTRUCTION VIDEO RECORDING, which price shall be Basis of Payment in full for the work as specified herein.

CONSTRUCTION STAKING AND RECORD DRAWINGS

Description: The Contractor shall furnish and place all construction layout stakes for this project. Competent personnel with suitable equipment shall conduct this work, supervised by a licensed Illinois Land Surveyor. The Contractor shall be responsible for having the finished work conform substantially to the lines, grades, elevations and dimensions shown on the plans.

The Contractor shall provide adequate control points to construct the individual Project elements and shall provide the Engineer with adequate control in close proximity to check the compliance of the elements constructed.

The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Village at the completion of the Project. All notes shall be neat, orderly and in an accepted format.

The Contractor shall provide the Village with record drawings showing the elevations of all constructed water main structures, storm and sanitary sewer manholes, catch basins, inlets,

clean-outs, and any other structures defined by the Engineer as part of the project, including all rim elevations, and invert elevations of all pipes. Rim elevation of all curb structures shall be taken at the flow line of the gutter. Significant changes to the design plans shall also be depicted. Red lined plans or electronically-generated as-built plans are acceptable. Digital copies of as-built drawings must also be provided (pdf files or approved equal), along with two full-sized paper copies. All work related to generating the as-built drawings shall be supervised by a licensed Illinois Land Surveyor.

Basis of Payment: This work will be paid for at the contract Lump Sum price for CONSTRUCTION STAKING AND RECORD DRAWINGS, which price shall be Basis of Payment in full for the work as specified herein.

DUCTILE IRON WATER MAIN

Description: This work shall be in accordance with Section 561 and these Special Provisions, and shall consist of furnishing all labor, materials and equipment necessary to install water main pipe, of the size, material, and joint type specified to the alignment, grade and locations shown on the Drawings. This work shall consist of furnishing and installing ductile iron restrained joint type water main fittings complete in place at locations indicated on the Drawings; in accordance with these Special Provisions, the "Standard Specifications for Water and Sewer Construction in Illinois", latest edition; and applicable requirements of the Owner.

Water main shall be ductile iron, Class 52, bituminous seal coated pipe and cement mortar lining per AWWA C104/ANSI 21.4, with mechanical or rubber gasket push-on or restrained joints per ANSI A21.11 (AWWA C111 and AWWA C600) with stainless steel nuts and bolts. All materials shall be made in the United States. All mechanical joint fittings which deflect the flow 11° or greater shall be provided with restrained joints. Joint deflection shall be limited to 60% of the manufacturer's maximum allowable deflection. Provide restrained joint pipe to a distance indicated on the Drawings, or if not shown on the Drawings, to a distance not less than two pipe lengths on each side of a fitting or valve to be restrained.

Polyethylene encasement shall be wrapped and taped around all ductile iron pipe, fittings, valves in valve boxes, fire hydrants and auxiliary valves and boxes installed per DIPRA Modified Method A. The polyethylene material shall be in conformance with the requirements of ANSI A21.5 and AWWA C-105. The inside surface of the polyethylene wrap to be in contact with the pipe exterior shall be infused with a blend of anti-microbial biocide to mitigate microbiologically influenced corrosion and a volatile corrosion inhibitor to control galvanic corrosion. Polyethylene wrap shall be V-810® Enhanced Polyethylene Encasement or approved equal. The minimum nominal thickness shall be 8 mils (0.008 inches). All material shall be manufactured in the United States. The cost of the polyethylene wrapping/tubing shall be included in cost of the water main.

Ductile iron water main fittings that are indicated on the Drawings, of the type and size(s) required for construction, including bends, tees, reducers, sleeves, caps, rodding, and restrained joint fittings, shall be included in the cost of the water main. A-304 stainless steel

bolts and nuts and washers of Series 300 stainless steel per ASTM A-194 shall be used for all fittings.

Construction: The Contractor shall furnish and install water main in accordance with the Drawings, the requirements stated herein, and Divisions II and IV of the "Standard Specifications for Water and Sewer Construction in Illinois," latest edition and applicable requirements of the Owner.

Clean all pipes of dirt, wood, groundwater, and all foreign matter. Provide a watertight plug over the ends of pipe at times when pipe laying is not in progress. If groundwater is in the trench, the seal shall remain in place until the trench is pumped dry. All trenches located in street pavement shall include full depth saw cutting of existing pavement prior to excavation of pavement and trench materials.

The Contractor shall furnish, install and compact granular bedding around the pipe as shown on the detail in the Drawings for entire length of the pipe in accordance with the details shown on the Drawings. The cost of the bedding shall be included in the cost of the water main. Granular backfill, as required, shall be included in the cost of the water main.

The Contractor shall install ductile iron fittings in accordance with this special provision.

The Contractor shall brick and mortar the ends of any abandoned existing water main to remain in place.

Polyethylene Encasement: The Contractor shall furnish and install polyethylene encasement in accordance with the Drawings, the requirements stated herein, the "Standard Specifications for Water and Sewer Construction in Illinois," latest edition and applicable ordinances of the Owner. The polyethylene wrap shall prevent contact between the pipe and the surrounding backfill and bedding material but is not intended to be a completely air and watertight enclosure. Overlaps shall be secured by using polyethylene tape capable of holding polyethylene wrap in place until backfilling operations are completed. The encased pipe shall be lowered into the trench using a sling that will not tear the polyethylene wrapping/tubing.

Wrap all water mains, fittings, valves, fire hydrant leaders, fire hydrants, and service lines. Wrap copper service lines to a point 3 feet from the center of the water main. Do not block fire hydrant weep hole.

Testing and Disinfection: Conduct pressure test, leakage test; and disinfection of new water main; flush main; and after acceptance for use, put water main into service (while existing main continues to function): Install service saddles, corporation stops, service lines, curb stops, and new service boxes; and connect new service box to existing service lines. Provide temporary water service for flushing as necessary. Do not pressure test against existing valves.

Pressure Test: All piping shall be subject to pressure tests as specified herein. After the pipe has been laid and partially backfilled, the pipe shall be subjected to a hydrostatic pressure

equal to 150 psi at the lowest elevation of the pipe section. The duration of each pressure test shall be for a period of one hour with no loss of pressure. The basic provisions of AWWA C-600 and C- 603 shall apply.

Leakage Test: Conduct a metered leakage test after the pressure test has been satisfactorily completed. The duration of each leakage test shall be at least 24 hours. During the test, subject water lines to the normal water pressure of the Owner's water system.

Install water meter approved by the Owner or Engineer. Provide a double check valve assembly between the water meter and existing water main.

Maximum allowable leakage: As recorded by the water meter, with leakage to not exceed the number of gallons per hour (gph) as determined by the following formula:

$$\text{gph} = \text{LO (P\%)} / 133,200$$

in which:

L = Length of pipe test, in feet

D = Diameter of water main, in inches

P = Average pressure, in pounds per square inch (gage)

Should any test of pipe disclose leakage greater than the maximum allowable amount, locate and repair the defective joint or joints and then repeat the 24-hour metered leakage test until the leakage is within the specified allowance, and at no additional cost to the Contract.

Disinfection: All water main and piping shall be flushed and satisfactorily disinfected in accordance with AWWA C651 and the "Standard Specifications for Water and Sewer Construction in Illinois". The method of applied chlorine shall be approved by the Owner or Engineer. Water sampling procedures; and the chain of custody and sample testing procedures; are as follows:

Flush treated water thoroughly from the water mains until the chlorine concentration in the water flowing from the main is no higher than generally prevailing in the Owner's system, or less than 1 mg/l.

After flushing, collect two water samples on successive days at least 24 hours apart in sterile bottles treated with sodium thiosulfate. Notify the Owner and Engineer to witness sample collection. The Owner will deliver the samples to a State approved laboratory for bacteriological analysis. Should the initial disinfection result in an unsatisfactory bacterial test; repeat the chlorination and sampling procedures until satisfactory results are obtained. The Owner will provide the water for initial flushing and testing only. Compensate the Owner for water used in subsequent flushing and testing.

Swabbing: Flush and swab pipe, valves, and fittings that must be placed in service immediately and cannot be disinfected by the above specified methods, with 5 percent solution of calcium hypochlorite prior to assembly. Secure the Owner's or Engineer's approval before applying this method of disinfection.

Method of Measurement: This work will be measured in lineal feet along the centerline of the pipe, and the measurement shall extend through fittings and valves.

Basis of Payment: This work shall be measured in place and be paid for at the Contract Unit Price per lineal foot for DUCTILE IRON WATER MAIN, of the pipe joint type, pipe sizes, regardless of depth, which price shall include all accessories, including polyethylene encasement of ductile iron pipe and fittings, excavation, bedding and initial pipe covering, testing, disinfection and flushing. Water main fittings that are indicated on the Drawings, including restrained joints and poly wrap shall be incidental to this pay item.

WATER VALVES

Description: This work shall consist of furnishing all labor, materials and equipment necessary to install gate valves at the locations shown on the Drawings. Design in accordance with AWWA C509 (cast iron body) or AWWA C515 (ductile iron body), bronze fitted, resilient wedge and seat type with non-rising stem and O-ring packing. UL Listed, FM Approved: 350 psig. Provide mechanical joint ends for buried valves and ANSI Class 125 flange ends or mechanical joint ends for valve installed in vaults as indicated on the Drawings. Provide restrained type joints for all mechanical joint end valves.

Gate valves shall be Mueller A-2361 Series, No Substitutions.

Construction: Gate valves shall be installed at locations shown on the Drawings and according to the manufacturer's recommendations. The Contractor shall complete work in accordance with the Drawings, the "Standard Specifications for Water and Sewer Construction in Illinois," latest edition and applicable requirements of the Owner. All gate valves shall be inspected upon delivery in the field to insure proper working order before installation. Valves shall be installed in a vertical position.

Basis of Payment: This work will be paid for at the Contract Unit Price for each WATER VALVES of the size and type specified, complete in place. VALVE BOX will be paid for separately. Fire hydrant auxiliary valves, insertion valves, and tapping valves are not included in water valves.

VALVE BOX

Summary: This work shall be done in accordance with the Special Provision for "DUCTILE IRON WATER MAIN" and "TRENCHING, BACKFILLING AND COMPACTING".

Materials: Valve box compatible with size and type of valve protected including cover marked with the word "WATER". The valve box shall be a Tyler Auxiliary Valve Box 664-S or approved equal with a valve box II stabilizer.

Construction: Water valve boxes shall be installed at locations shown on the Drawings. The Contractor shall complete work in accordance with the Drawings, the "Standard Specifications for Water and Sewer Main Construction in Illinois," latest edition and applicable requirements of the Owner. The work shall include installing valve boxes complete in place, including

excavation and backfilling; box and cover; and adjustment to finished grade. Material, labor, and installation for required valve box stabilizer shall be included in this pay item.

Basis of Payment: This work will be paid for at the Contract Unit Price each for VALVE BOX, of the valve size indicated.

FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX

Description: This work shall consist of furnishing all labor, materials and equipment necessary to install fire hydrants, auxiliary valves, and valve boxes at locations shown on the Drawings in accordance with AWWA Standard C502, the "Standard Specifications for Water and Sewer Construction in Illinois," latest edition and applicable requirements of the Owner.

Materials: Fire hydrants shall be provided with breakaway flanges, 5 1/4" main valve opening, two 2 1/2" hose nozzles and one 4 1/2" pumper nozzle with National Standard threads. Hydrants shall open counterclockwise and shall be furnished with a mechanical joint inlet and restrained joints. Hydrant barrels shall be 6" diameter set for min. 5'-6" bury depth and hydrant leads shall be minimum 6-inches diameter. Match the color of fire hydrants in the Owner's system. Fire hydrants shall be Mueller Super Centurion 250 with valve box grips by BLR enterprises, inc. No substitutions. The fire hydrants color shall be federal safety yellow.

Construction: Fire hydrants shall be installed at locations shown on the Drawings and according to the manufacturer's recommendations. The Contractor shall complete work in accordance with the Drawings, the "Standard Specifications for Water and Sewer Construction in Illinois," latest edition and applicable requirements of the Owner. Install hydrants plumb with the lowest hose connection at least 18 inches, but not more than 26 inches, above the finished grade ground level. Set hydrant bases on a precast concrete block to provide firm support for the base. Brace the fire hydrant base with solid concrete blocking between the base and undisturbed trench wall to counteract the reaction thrust of water pressure at the base. Provide mechanical joints with anchoring fittings or approved restrained joints. All bolts, nuts and washers shall be stainless steel. Place a minimum of 1 cubic yard of washed CA7 washed stone at and around the base for proper drainage. Cover stone with geotextile fabric before backfilling.

Brace the fire hydrant barrels and auxiliary valve boxes during backfilling. Do not block the drain hole in fire hydrant. Place and compact granular backfill materials in 6-inch layers around the fire hydrant and auxiliary valve box. Cover new fire hydrant with black plastic bag until new system is in service.

Install fire hydrant barrel extensions, auxiliary valve boxes, and valve box extensions in accordance with manufacturer's instructions and recommendations.

Method of Measurement: The work will be measured for Basis of Payment in place for each fire hydrant installed, including auxiliary valve and box. Fire hydrant leader pipe will be paid for as DUCTILE IRON WATER MAIN".

Basis of Payment: This work will be paid for at the Contract Unit Price for each FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX including all work as described herein.

INSERTION VALVE, of the specified diameter

Description: This work shall consist of the furnishing and installation of a water valve onto existing water main under pressure at the locations depicted by the ENGINEER for the purpose of installation of a valve and/or other connection without interruption of service of the existing water distribution system. This item shall conform to the applicable portions of the Special Provision for WATER VALVES and applicable portions of Section 42 of the WATER AND SEWER SPECIFICATIONS except as modified herein.

Materials: The material furnished on this project shall be Advanced Valve Technologies, Inc.'s EZ VALVE SYSTEM product or an equal approved by the ENGINEER. The CONTRACTOR shall submit the proposed materials for the proposed work to the ENGINEER for review prior to any work.

Basis of Payment: This work shall be measured and paid for per EACH for INSERTION VALVE, of the specified diameter installed and which price shall include all necessary material, labor, tools, & equipment to perform the work as indicated in the special provision. This price shall also include all necessary excavation, shoring, and trench backfill.

NON-PRESSURE CONNECTION TO EXISTING WATER MAIN

Description: This work shall consist of non-pressure connections of proposed water mains to existing water mains, at locations shown on the Drawings. It shall be performed in accordance with these Special Provisions and applicable portions of Section 41 of the "Standard Specifications for Water and Sewer Construction in Illinois," latest edition, and applicable requirements of the Owner.

Materials: The work shall include all equipment necessary to physically make the connection to the existing main and disconnection of the main to be abandoned. Pipe bedding and backfill shall be in accordance with the special provision for "TRENCHING, BACKFILLING, AND COMPACTING". Any reducers, cutting-in sleeves, or any other fitting near/or as result of the connection, shall be installed and paid for according to the DUCTILE IRON WATER MAIN Special Provision.

Construction: Proposed water main shall be connected to existing water main after the new main has passed hydrostatic testing and disinfection, or after the fire hydrant leader has been swabbed for disinfection. Connections shall be accomplished by use of mechanical joint fittings and lengths of pipe to make the connection. This may include cut-ins to the existing main or connections to existing valves or fittings. This work will require water shut-off, which shall be coordinated with the Owner's maintenance personnel for date, time and duration of shut-off. The Owner shall be notified a minimum 48 hours prior to the planned water disruption. When existing valves or auxiliary valves are closed for construction, the Contractor shall brace and support the valves as required to prevent water pressure from moving or otherwise disturbing the stability of the valve and/or water distribution system.

New fittings and pipe that need to be put into immediate service shall be flushed and swabbed with 5 percent solution of calcium hypochlorite prior to assembly as approved by the Engineer and/or the Owner. The Contractor shall brick and mortar the ends of any abandoned existing water main to remain in place.

Method of Measurement: The work will be measured for Basis of Payment in place for each non-pressure connection made to an existing water main.

Basis of Payment: This work will be paid for at the Contract Unit Price for each NON-PRESSURE CONNECTION WATER MAIN, of the size indicated, which includes necessary equipment to make the connection, disconnection, fittings with stainless steel bolts and nuts, polyethylene wrapping, disinfection, testing, and plugging of abandoned water mains with concrete. Water main fittings and restrained joints will be included in DUCTILE IRON WATER MAIN and valves and vaults/boxes will be paid for separately as GATE VALVES, and VALVE BOX, of the sizes specified, respectively. Restrained ductile iron plugs/caps installed on ends of existing water mains to remain in service will not be paid for separately and are included in the DUCTILE IRON WATER MAIN pay item. At locations where two connections are required in close proximity of each other, Basis of Payment will be made for one non-pressure connection.

ABANDONMENT OF EXISTING WATER MAINS AND APPURTENANCES

Description: The work of this Pay Item consists of the abandonment of existing water mains, valves, boxes, vaults, and fire hydrants; including excavation, removal of valve and fire hydrant auxiliary valve box top sections; removal of fire hydrants down to the base elbow; salvaging selected fire hydrants; removal of valve vault cones and top sections; filling vaults with granular backfill materials; protection, replacement, or repair of utilities; removal and disposal of waste excavated materials; backfilling of all excavations with granular backfill materials, and surface restoration where appurtenances to be abandoned are not in general area of water main construction.

Construction: Newer fire hydrants and barrel sections selected by Owner are to be salvaged and delivered to the Owner's Public Works Department; older fire hydrants, auxiliary valve boxes, castings, and valve vaults are to be disposed of offsite. Removal of auxiliary valve box is incidental to fire hydrant removal. Installation of concrete plugs in abandoned water mains or crimping of water services at the edge of the trench area and installation of mechanical plugs for mains to remain in service are considered incidental to the installation of the new water main and connection to existing mains. Removal and disposal of existing water main that must be removed to install the new water main or services is considered incidental to DUCTILE IRON WATER MAIN construction.

Basis of Payment: The work will be paid for at the Contract Unit Price for each of the items specified for VALVE VAULTS TO BE ABANDONED and FIRE HYDRANTS TO BE REMOVED. Ductile iron plugs or caps installed at the end of existing water main that is to remain in use that are not shown on the drawings but is required to abandon the section of watermain as shown in the plans shall be included in this pay item.

EXPLORATION TRENCH, SPECIAL

Description: This item shall consist of excavating a trench at the locations directed by the ENGINEER for the purpose of locating existing utility lines within the construction limits of the proposed improvement. This work shall conform to the requirements of Section 213 of the STANDARD SPECIFICATIONS except as herein modified.

An estimated length of exploration trench has been shown in the summary of quantities; unit price is unaffected by a change in quantity and shall be based on the actual length of trench explored. The trench shall be excavated to a satisfactory depth to explore the local area.

213.02 General. Add the following to the end of the Article:

“The exploration trench shall be backfilled with TRENCH BACKFILL, SPECIAL meeting the requirements as stated in the Special Provisions, the cost of which shall be included in the item of Exploration Trench, Special.

Basis of Payment: This work shall be paid for at the contract unit price per foot for EXPLORATION TRENCH, SPECIAL and no additional compensation will be accommodated for any delays, inconveniences, or damage sustained by the CONTRACTOR in performing the work

CAP EXISTING WATER MAIN

Description: At locations specified on the Plans or as specified by the Engineer, existing water mains to remain in service shall be capped as described below.

The existing mains shall be exposed at the disconnect point. The cap for the water main to remain in service or abandon shall consist of a restrained joint cap attached to the existing pipe which shall be cut, or alternately, the cap shall be placed at the plain end of an existing pipe if it is located within 3-feet of the proposed cap location. A concrete thrust block must be poured to further support the cap.

Trench backfill for the excavated area shall not be paid for separately but shall be considered included in this pay item.

Basis of Payment: This work will be paid for at the contract unit price per each for CAP EXISTING WATER MAIN, regardless of size.

WATER MAIN REMOVAL

Description: This work shall consist of the removal of existing water main that is in direct conflict with the proposed improvements. The existing water main that is to be taken out of operation but are not in conflict with the proposed improvements shall be abandoned as specified for WATER MAIN TO BE ABANDONED.

This work shall be completed in accordance with applicable portions of Section 551 of the STANDARD SPECIFICATIONS, except that the material shall not be salvaged, but shall be disposed according to Article 202.03 of the STANDARD SPECIFICATIONS. All diameters of

water main to be removed will be covered under this pay item. This work shall also include any necessary saw cutting of the existing water main and the removal of valves, tees, and other appurtenances (excluding fire hydrants).

The ends of the existing water main shall be plugged as specified for CAP EXISTING WATER MAIN.

Trenches resulting from the removal of water main shall be backfilled in accordance with the applicable requirements of Article 550.07. Backfill of removal trenches (including Trench Backfill) shall be included in this item.

Basis of Payment: This work shall be paid for at the contract unit price per foot for WATER MAIN REMOVAL, of the diameter specified, measured in place. The price shall include the cost of all labor, equipment and materials required to perform the work as specified.

WATER MAIN TO BE ABANDONED

Description: This work shall consist of the abandonment of portions of existing water main as shown on the plans and as directed by the ENGINEER to construct the proposed improvements.

Existing water main shall be abandoned only after all new water services have been transferred over to the new main and the new main has passed all required testing and is operational.

The water main to be abandoned shall be drained of all water and shall be plugged at both ends with a ductile iron cap as stated in specified for CAP EXISTING WATER MAIN. Pumping access points shall be at the proposed excavation locations. This shall include saw cutting and excavation to the main to install the cap. The backfill of the hole shall be trench backfill and shall be included in the price of this work.

Basis of Payment: This work will be paid for at the contract unit price per lineal foot for WATER MAIN TO BE ABANDONED, of the diameter specified, measured in place. The price shall include the cost of all labor, equipment and materials required to perform the work as specified.

HIGH DENSITY POLYETHYLENE WATER MAIN, 8" (DIRECTIONAL BORE), DR-9

Description: This work shall be performed in accordance with all local and State plumbing codes. This work shall consist of constructing a HDPE water main directionally bored under an existing creek as shown on the plans and at locations approved by the Engineer.

Materials: The water main and fittings shall be as indicated below.

The pipe that shall be used for the directional bore shall be a High-Density Polyurethane (HDPE) meeting ASTM D3035, ASTM F714 and AWWA C906-15 with a Pressure Class rating of 250 psi or greater. Pipe shall be butt fusion welded conforming to ASTM F2620 and ASTM F3183. The connection from the HDPE to the ductile iron water main pipe shall use an

Injection Molded MJ Adapter or approved equal. Contractor is to supply material submittals for all materials and they must be approved by the engineer before work can start.

Additives to the drilling fluid such as drill soap, polymers, etc. shall be “environmentally safe” and shall be approved for such usage. No diesel fuel shall be used.

Equipment: The directional drilling machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at variable angles down to 8 degrees above horizontal, while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall have a capacity to adequately complete the drilling and piping installation. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the bore. The hydraulic power system shall be self-contained with sufficient pressure and volume for power drilling operations. The hydraulic system shall be free of leaks. The rig shall have a system to monitor the maximum pull-back pressure during the pull-back operation. The rig shall be grounded during drilling and pull-back operations. There shall be a system to detect electrical current from the drill string and an audible alarm, which automatically sounds when an electrical current is detected.

The drill head shall be a steerable type and shall provide the necessary cutting surfaces and drilling fluid jets.

A conventional electromagnetic sound walkover system, Magnetic Guidance System (MGS) probe or proven gyroscopic probe and interface shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operations. The guidance shall be capable of tracking at the maximum depth required and in any soil condition, including hard rock. It shall enable the driller to guide the drill head by providing immediate information to the tool face, azimuth (horizontal direction), and inclination (vertical direction). The guidance system shall be accurate to +/- 2% of the vertical depth of the borehole at sensing position at depths up to one hundred feet and accurate within 5 feet horizontally. The guidance system shall be of a proven type and shall be set up and operated by personnel trained and experienced with this system. The Operator shall be aware of any geo-magnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system.

A self-contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water and appropriate additives. The mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank shall be a minimum of 500 gallons. Mixing system shall continually agitate the drilling fluid during drilling operations.

Pipe rollers shall be of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull-back operations. Sufficient number of rollers shall be used to prevent excess sagging of pipe. Rollers shall be used as necessary to assist in pull back operations and in layout/jointing of piping.

Hydraulic or pneumatic pipe rammers may only be used if necessary and with the authorization of the Engineer.

Other devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections shall not be used unless approved by the Engineer prior to commencement of the work. Consideration for approval shall be made on an individual basis for each specified location. The proposed device or system shall be evaluated prior to approval or rejection on its potential ability to complete the utility placement satisfactorily without undue stoppage and to maintain line and grade within the tolerance prescribed by the particular conditions of the project.

General: Prior to beginning work, the Contractor shall submit to the Engineer a work plan detailing the procedure and schedule to be used to execute the project. The work plan shall include a description of all equipment to be used, down-hole tools, a list of personnel and their qualifications and experience (including back-up personnel in the event that an individual is unavailable), list of subcontractors, a schedule of work activity, a safety plan (including MSDS of any potentially hazardous substances to be used), and environmental protection plan and contingency plans for possible problems. Work plans shall be comprehensive, realistic and based on actual working conditions for this particular project.

Specifications on material to be used shall be submitted to the Engineer and the material shall include the pipe, fitting, drilling mud, drilling additives and any other item, which is to be an installed component of the project or used during construction.

All personnel shall be fully trained in their respective duties as part of the directional drilling crew and in safety. The Contractor must show job history and reference list of equal or greater size and length of piping involved. The Supervisor must have at least two years directional drilling experience. A competent and experienced supervisor representing the drilling Contractor shall be present at all times during the actual drilling operations. A responsible representative who is thoroughly familiar with the equipment and type of work to be performed must be in direct charge and control of the operation at all times.

The bore path alignment and design for the horizontal directional drilling shall be based on the plans and other factors, including the pipe bell and barrel diameters, the optimum individual pipe length, bore path inside diameter, and maximum deflection capabilities of the joint. The bore path shall be designed by the drilling contractor to ensure that pipe joints do not deflect more than 50% of the manufacturer's recommended maximum deflection.

Prior to the start of drilling, reaming and pipe placement operations, the Contractor shall properly locate and identify all existing utilities in proximity to the pipe alignment. The Contractor shall confirm the alignment of all critical utilities. If a utility needs to be exposed to confirm its locations, this work is not to be paid for separately but included in the cost of the boring. The plans show existing utilities that are believed to be near the directional drill alignment. There is no guarantee that these utilities are located as shown or that other utilities may not be present.

The work site, within the right-of-way, shall be graded or filled to provide a level working area for the drilling equipment. No alterations beyond what is required for operations are to be made. The cost of this work shall be included in the pay item HIGH DENSITY POLYETHYLENE WATER MAIN, 8" (DIRECTIONAL BORE), DR-9.

The entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations. If the Contractor is using a magnetic guidance system, the drill path shall be surveyed for any surface geomagnetic variations or anomalies.

The Contractor shall adhere to all applicable state, federal and local safety regulations and all operations shall be conducted in a safe manner.

The water main shall be installed a minimum of 5.5 feet below the proposed surface elevation. The contractor is to verify the elevation of the existing water main. Also the contractor is to be a minimum of 5.5' below the bottom of the creek bed. In the event that the pilot does deviate from the bore path, the Contractor shall notify the Engineer. The Engineer may require the Contractor to pull-back and re-drill from the location along the bore path before the deviation. The re- drilling will not be paid for but will be at the Contractor's cost.

Upon successful completion of the pilot hole, the Contractor shall ream the bore hole to a minimum of 25% greater than the outside diameter of the pipe bell for straight pulls and 50% greater for curved or radius pulls, using the appropriate tools. The Contractor shall have the option to pre-ream or ream and pull back pipe in one operation if conditions allow. The Contractor shall not attempt to ream at one time more than the drilling equipment and mud system are designed to safely handle.

After completing the reaming bore hole to the required diameter, the Contractor shall pull the pipe through the bore hole. In front of the pipe shall be a swivel to isolate the water main from the boring machine. Once pull-back operations have commenced, operations must continue without interruption until the pipe is completely pulled into the bore hole. During pull-back operations, the Contractor shall not apply more than the maximum safe pipe pull force at any time. In the event the pipe becomes stuck, the Contractor shall notify the Engineer. The Engineer, Contractor, and Village shall discuss options and then the work shall proceed according to the agreed upon option.

In the event of a drilling fluid fracture, inadvertent returns or returns loss occurs during pilot hole drilling operations, the Contractor shall cease operations and shall discuss corrective options with the Engineer and Village.

Only the cartridge assembly method will be allowed on this project. This method is defined as the assembling of individual sections of flexible hdpe pipe in a secured entry and assembly pit. The pipe sections are assembled individually and then progressively pulled into the bore path a distance equivalent to a single pipe section. This assembly-pull process is repeated for each pipe length until the entire line is pulled through the bore path to the exit point.

The cartridge method involves excavating a safe entry and assembly pit and then connecting the HDPE joints with butt fusion during pulling installation one at a time in the entry pit. The invert of the entry/assembly pit shall be excavated to allow for the pipe to be assembled in an essentially straight alignment prior to entering the bore path. The entry/assembly pit shall be located adjacent to the existing valve and vault to which the proposed water main will be connected.

The Contractor shall be responsible for the proper assembly of all pipe and appurtenances in accordance with the manufacturer's written installation procedure and as supplemented by these guidelines. Prior to joint assembly, all joints and joint components shall be thoroughly cleaned and examined to ensure proper assembly and performance.

In the event that the Contractor is not experienced with the assembly of the type of butt fusion joint being used, it shall be the responsibility of the Contractor to contact a factory-trained representative for recommendations on the proper and efficient installation of the joint.

The Contractor shall pull-back the water main for the length shown in the plans. Following successful pull-back of the water main, the Contractor shall test the main in accordance with conform to all state and local requirements and supply the approved test results before the line can be put in service.

Following the drilling operations, the Contractor shall de-mobilize the equipment and restore the work-site area to the original rough grading.

The Contractor shall maintain a daily record of the drilling operations and a guidance system log with a copy given to the Engineer at the completion of the boring.

Method of Measurement: This work will be measured for payment in place in feet of water main installed. The additional length required for the bore hole to reach the required depth will not be measured or paid for.

Basis of Payment: This work will be paid for at the contract unit price per foot for HIGH DENSITY POLYETHYLENE WATER MAIN, 8" (DIRECTIONAL BORE), DR-9, which price shall include all labor, equipment, excavation, backfilling, and removal of spoils. HDPE pipe material, fittings shall be included in the this pay item.

VALVE VAULTS TO BE REMOVED

Description: This work shall consist of the complete removal and disposal of existing valve vaults structure as well as the watermain valve at locations shown on the plans or as directed by the Engineer.

Removal and disposal of the existing valve vaults shall be as specified in Section 605 of the IDOT SSRBC. The contractor shall ask if the Village would like to watermain valve before disposal. The capping of the watermain to be abandon shall be a ductile iron cap as stated in specified for CAP EXISTING WATER MAIN.

Construction Requirements: No work shall proceed prior to the shutdown of any water main passing through or adjacent to the vault structure to be removed. This work shall consist of removing the frame and lid of an existing vault structure, removal of the valves, fittings, taps and other elements of the water system within the vault, breaking down the structure walls, removing large debris and backfilling holes as required. Material shall not be salvaged but shall be disposed of according to Article 202.03 of the IDOT SSRBC.

The excavated area shall be backfilled with CA7 and is included in the cost of the structure removal. Any capping of existing water mains that remain in place once the vault is removed will also be included.

Method of Measurement: This work will be paid for per each existing valve vault removed including all valves, fittings, taps or other elements of the water system within the vault. All backfill will be considered as part of the vault removal.

Basis of Payment: This work will be paid for at the contract unit price each for VALVE VAULTS TO BE REMOVED.

Scheduling of Work

The contractor shall be required to attend a pre-construction meeting with Village staff.

Term

The term of this contract shall be a one-time contract, ending upon manager sign-off, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

General Specifications

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Applicable Laws and Regulations

The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

- A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
- B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- D. The Vendor complies with the Illinois Drug Free Work Place Act.
- E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
- F. The Vendor complies with the Americans with Disabilities Act.
- G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all

applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

- H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Authority

The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Bonds

If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village Board and signed by the Village President or their designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village.

The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other

professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of
Default Original Contract Amount from more
than to and including calendar day

\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450

\$7,500,000 And over \$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

Guaranty, Warranties and Representations

- A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
- D. It is authorized to sell and install the goods, supplies, equipment and/or services.
- E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
- I. A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.
- J.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- A. General Liability and Automobile Liability Coverages
 - 1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or

used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village's principle office address.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

IX. NO PERSONAL LIABILITY.

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

Law and Venue

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

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds

by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Outstanding Debt/Fines

The Contractor, per [Municipal Code 3-1-1](#), shall not have outstanding fines or debt with the Village. All bidders must be in good financial standing, and any outstanding fines or debt must be paid prior to the bid opening.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in their manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

The term of this contract shall be a one-time contract, ending upon manager sign-off, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

Taxes, Benefits and Royalties

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate. Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

Mauro Sewer Construction, Inc.

Contractor

Date: 8/4/25

Attest

Pasquale Mauro, President

Attest: Robert Sacco

Robert Sacco, Manager

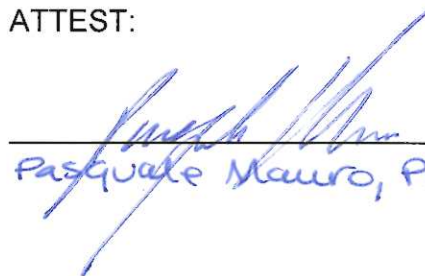
**Contractor's Certification Regarding
Non-Payment of Compensation**

Mauro Sewer Construction hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

Mauro Sewer Construction, Inc.
Contractor

DATED: 8/4/2025

ATTEST:


Pasquale Mauro, President

Attest: Robt Sacco
Robert Sacco, Manager

EXCEPTIONS TO THIS BID (THIS PAGE
MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the ____ day of **August** in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and Mauro Sewer Construction, Inc. (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 53rd Street and Flagg Creek Watermain Project RFB dated July 17, 2025 and as agreed to in the Contractor's Proposal dated August 4, 2025.
2. The Contractor agrees to commence the Work on or after all permits and approvals have been provided and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **October 31, 2025**.
3. The Village shall pay the Contractor for the performance of the Work to complete 53rd Street and Flagg Creek Watermain Project RFB a total dollar amount not to exceed XXXXXXX THOUSAND AND NO/100 DOLLARS (\$XXXXXXX) in accordance with the Contractor's Proposal dated **August 4, 2025**, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:
 - A. Legal Notice (Advertisement for Bid) published on **July 17, 2025**.
 - B. Instructions to Bidders dated **July 17, 2025**.
 - C. Contractor's Proposal dated **August 4, 2025**.

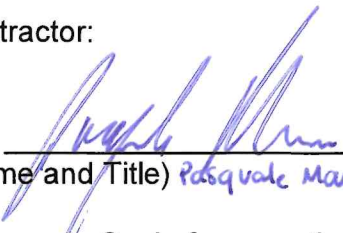
- D. Contractor's bid bond submitted by Arch Insurance Company in the amount of \$ 10% dated **August 4, 2025.**
- E. General Specifications and all additional provisions **August 4, 2025.**
- F. Contractor's Drug Free Workplace Certification dated **August 4, 2025.**
- G. Contractor's Certification Regarding Non-Payment of Compensation dated **August 4, 2025.**
- H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- I. Exhibit C – Change Order Form
- J. Required Performance and Payment Bonds provided by the Contractor.
- K. Required Insurance Certificates provided by the Contractor.
- L. Rider to Contract- General Conditions
6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.
8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

Contractor:

Village of Western Springs

By: 
(Name and Title) Pasquale Mauro, President

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:

By: 
(Name and Title) Robert Sacco, Manager

By: _____
Jill Izzo, Deputy Village Clerk



Exhibit B

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, Pasquale Mauro, having being first

duly sworn, depose and state that I am the

President
(insert "sole owner "partner", "president", " other" proper title)

and the authorized agent of Mauro Sewer Construction, which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the _____ Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human

Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: 
Name: Pasquale Mauro
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 4th Day
Of August, 2025.

Kelly Catherine Martini
Notary Public



Notary Public



Exhibit C**CHANGE ORDER NO.:**

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Date Issued:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved by Funding Agency (if applicable)

Exhibit D

BASE BID

All work required by the foregoing documents will be accomplished for the Total Unit Price of: (\$ 309,350.00) Dollars.

Shown amount in both words and figures. In case of discrepancy, amount shown in words will govern.) Three hundred nine thousand, three hundred fifty dollars and no cents.

ALTERNATE BID:

All work required by the foregoing documents will be accomplished for the Total Unit Price of: (\$ 35,000.00) Dollars

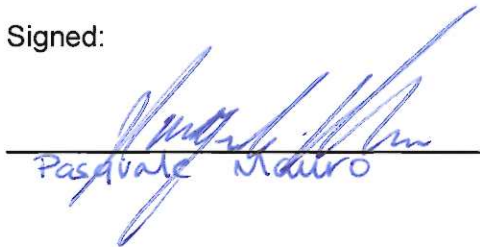
Shown amount in both words and figures. In case of discrepancy, amount shown in words will govern.) Thirty-five thousand dollars and no cents.

TOTAL COST CERTIFICATION

The undersigned hereby affirms and states that the prices stated herein constitute the total cost to the Village for all work involved in the respective items, and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively.

Signed:

Where bidder is a corporation, add:


Pasquale Mauro

Attest:


Robert Sacco, Manager

Authorized Signature

(Secretary or other authorized officer)
(CORPORATE SEAL)

Date: 8/4/25

NOTE: The signed and notarized Bid Certification Form must also be attached to this Bid Form.

Exhibit E

BID CERTIFICATION FORM

The undersigned, being an authorized representative of the Bidder, hereby certifies in accordance with Illinois State Statutes 720 ILCS 5/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Illinois State Statutes 720 ILCS 5/33E - "Public Contracts" concerning bid rigging, bid rotating, kickbacks, bribery, and other interference with public contracts.

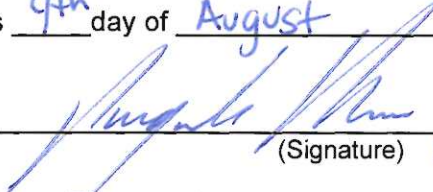
The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with Illinois State Statutes 65ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the State of Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act.

The undersigned hereby also certifies in accordance with Illinois State Statutes 775 ILCS 5/2-105 that the Bidder has an adopted "Sexual Harassment Policy" consistent with the provisions of 775 ILCS 5/2-105.

Dated at Mauro Sewer Construction Inc.

This 4th day of August, 2025

By: 
(Signature) Pasquale Mauro

Its: President
(Title)

Pasquale Mauro, being duly sworn, deposes and say that

he/she is the President of Mauro Sewer Construction

and that the statement above is true and correct.

Subscribed and sworn to before me this 4th day of August, 2025.


Notary Public

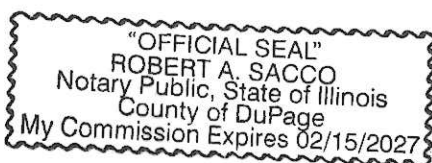


Exhibit F

BUSINESS ORGANIZATION

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation: Mauro Sewer Construction, Inc.
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Western Springs reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

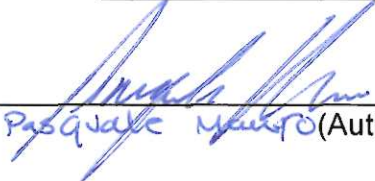
<u>Mauro Sewer Construction, Inc.</u> Business Name	(Corporate Seal)
<u></u> Signature <u>Pasquale Mauro</u>	<u>Pasquale Mauro</u> Print or Type Name
<u>President</u> Title	 Print or Type Name

Exhibit G

**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

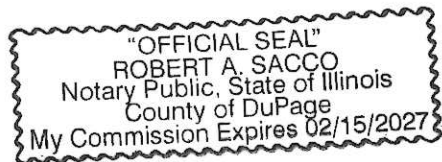
It is hereby stipulated and certified to the Village of Western Springs, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor: Mauro Sewer Construction, Inc.

By: 
Pasquale Mauro (Authorized Officer)

Subscribed and sworn to before me this 4th day of August 2025.


Notary Public



DRAFT 08.12.2025
RESOLUTION NO. 25-XXXX

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: August 18, 2025

OTHER: 2/3 Majority Vote of Trustees Required.

A RESOLUTION ACCEPTING THE LOWEST COST, QUALIFIED, RESPONSIVE BID AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND MAURO SEWER CONSTRUCTION INC., OF DES PLAINES, ILLINOIS FOR THE REPAIR OF THE WATERMAIN LOCATED AT 53RD ST AND FLAGG CREEK AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED \$309,350.00.

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village Board") desires to repair the watermain located at 53rd St. and Flagg Creek by using Village capital funds to pay for the completion of the work (the "Project"); and

WHEREAS, the Village received bids until August 4, 2025 at 10:00 AM Central Time and subsequently reviewed all proposals; and

WHEREAS, based on competitive bidding of the project, Mauro Sewer Construction Co., of Des Plaines, Illinois (the "Contractor"), submitted the lowest cost, qualified, responsive bid of \$309,350.00 to complete the Project; and

WHEREAS, at an open public meeting held on August 12, 2025, the Village's Public Works and Water Committee ("Committee") reviewed and discussed the Project and 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 and authorize the entry of an agreement (the "Contract") with the Contractor for the completion of the Project (a copy of the Bid Documents, including the Contract is attached hereto as **Group Exhibit "A"** and incorporated herein); and

WHEREAS, at an open public meeting held on August 18, 2025, the President and Board of Trustees of the Village reviewed and discussed the Project, the Contract, and the Committee's recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its August 18, 2025 Regular meeting, the Village Board accepted the Committee's recommendation to award the Project to the Contractor and authorize and approve the Contract; 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 Contract.

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

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

Section 2: Approval of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of a contract (the "Contract"), 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, for the purpose of accepting the lowest cost, qualified, responsive bid submitted by Mauro Sewer Construction Inc. (the "Contractor"), to hire the Contractor to complete the Project. In addition, the Village Board authorizes and directs the Village President and Clerk, or their designees, to execute the final version of the Contract, and such other related documents as may be necessary to fulfill the Village's obligations under the Contract.

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 Contract.

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 passage 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 18th day of August, 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"

**Bid Documents Including Contract to be Entered Into
Between the Village of Western Springs and Mauro Sewer Construction Inc., of Des Plaines, Illinois
For the Repair of the Watermain Located At 53rd St and Flagg Creek**

(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 ACCEPTING THE LOWEST COST, QUALIFIED, RESPONSIVE BID AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND MAURO SEWER CONSTRUCTION INC., OF DES PLAINES, ILLINOIS FOR THE REPAIR OF THE WATERMAIN LOCATED AT 53RD ST AND FLAGG CREEK AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED \$309,350.00.

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

Edward Tymick, Village Clerk

SEAL



**CONTRACT REQUIREMENTS FOR
53RD ST AND FLAGG CREEK WATERMAIN
PROJECT**

**AUGUST 4, 2025
10:00 A.M. (PREVAILING TIME)**

Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **53rd Street and Flag Creek Water Main Project RFB**

Bids will be received until **10:00 AM**, Prevailing Local Time on **Monday, August 4, 2025**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500) or 10% of the bid price, whichever is greater, which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Doings on July 17, 2025
cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

Instructions to Bidders

VILLAGE OF WESTERN SPRINGS
DATE: July 17, 2025

Bids to be entitled to consideration must be made in accordance with the following instructions:

Bids shall be submitted in an opaque, sealed envelope plainly marked with the words:

53rd St and Flagg Creek Watermain Project RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **Monday, August 4, 2025**, after which time and at such place all bids will be publicly opened and read aloud.

Bids received after the time for opening will not be considered.

Bids must be signed by an authorized official of the contractor's organization, and the name of the official and their title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws their bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FORTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "**Exhibit A**" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: 53rd St and Flagg Creek Watermain Project RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work on or after all permits and approvals have been provided and complete work by October 31 as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to

execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

8/4/25

Date

Mauro Sewer Construction Inc.
Proposed Contractor (Bidder)

Witness

Parquale Mauro, President

Robert Sacco, manager

Bid Bond

CONTRACTOR:

Mauro Sewer Construction, Inc.
1251 Redeker Road
Des Plaines, IL. 60016

SURETY:

Arch Insurance Company
3 Parkway, Suite 1500
Philadelphia, PA. 19102

OWNER: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL. 60558

BOND AMOUNT: Ten Percent of Amount Bid (10% of Bid Amount)

PROJECT NAME: 53rd St. & Flagg Creek Water Main Project

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of August, 2025


(Witness) Kelly Martini, Oper. Mgr.

(Principal)

Mauro Sewer Construction, Inc.

 (Seal)

(Title)


Pasquale Mauro, President

(Surety)

Arch Insurance Company

 (Seal)

(Title)


James Tragos, Attorney-in-Fact


(Witness) Robert Sacco, Mgr.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Chris Bassler, James Tragos, Monical Kalman and Roneelynn Keift of Northbrook, IL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

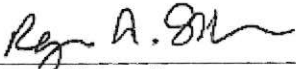
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 7th day of December, 2023.

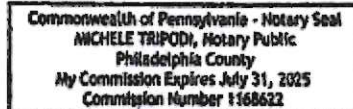
Attested and Certified



Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Arch Insurance Company

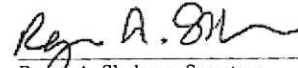


Stephen C. Ruschak, Executive Vice President

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated December 7, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 4th day of August, 2025.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga, in writing, at dpuga@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (53rd St & Flagg Creek Watermain Project RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice.

Issue RFB	July 17, 2025
Bid Questions Due	12:00 PM on July 28, 2025
Bids Due Date	10:00 AM on August 4, 2025
Village Board Selection of Qualified, Responsive Bidder	August 18, 2025
Begin Contract	Tentatively September 2025

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING
THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

BID TAB						
SP	PAY ITEM	PAY ITEM	UNIT	53RD STREET QUANTITY	UNIT PRICE	TOTAL COST
1	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	184		
2	25200100	SODDING	SQ YD	184	45.00	8,280.00
3	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	248	45.00	8,280.00
4	42400800	DETECTABLE WARNINGS	SQ FT	12	35.00	8,680.00
5	44000600	SIDEWALK REMOVAL	SQ FT	249	100.00	1,200.00
6	* 56103000	DUCTILE IRON WATER MAIN 6"	FOOT	17	5.00	1,245.00
7	* 56103100	DUCTILE IRON WATER MAIN 8"	FOOT	88	150.00	2,550.00
8	* 56105000	WATER VALVES 8"	EACH	2	200.00	17,600.00
9	* 56400500	FIRE HYDRANTS TO BE REMOVED	EACH	2	6,000.00	12,000.00
10	* 56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	2	1,000.00	2,000.00
11	* X1200015	VALVE VAULTS TO BE ABANDONED	EACH	2	13,500.00	27,000.00
12	* X1200221	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	EACH	2	1,000.00	2,000.00
13	* X5610012	CAP EXISTING WATER MAIN	EACH	2	17,000.00	34,000.00
14	* X5610656	WATER MAIN TO BE ABANDONED, 6"	FOOT	20	2,000.00	4,000.00
15	* X5610658	WATER MAIN TO BE ABANDONED, 8"	FOOT	349	25.00	500.00
16	* X5610708	WATER MAIN REMOVAL, 8"	FOOT	10	35.00	12,215.00
17	* X6026623	VALVE BOX	EACH	2	100.00	1,000.00
18	*	HIGH DENSITY POLYETHYLENE WATER MAIN 8" (DIRECTIONAL BORE), DR-9	FOOT	280	2,000.00	4,000.00
19	*	PRE CONSTRUCTION VIDEO RECORDING	LSUM	1	510.00	142,800.00
20	*	CONSTRUCTION STAKING AND RECORD DRRRAWINGS	LSUM	1	3,000.00	3,000.00
21	*	EXPLORITION TRENCH (SPECIAL)	FOOT	100	12,000.00	12,000.00
					50.00	5,000.00
					TOTAL CONSTRUCTION COST: 309,350.00	

ALTERNATE BID						
SP	PAY ITEM	PAY ITEM	UNIT	53RD STREET QUANTITY	UNIT PRICE	TOTAL COST
22	*	INSERTION VALVES, 6", WITH VALVE BOX	EACH	1	17,000.00	17,000.00
23	*	INSERTION VALVES, 8", WITH VALVE BOX	EACH	1	18,000.00	18,000.00
					TOTAL CONSTRUCTION COST: 35,000.00	

Name of Bidder: Mauro Sewer Construction, Inc.
Address: 1251 Redeker Rd.
Telephone No. (847) 803-2033 Fax No. (847) 803-2034
Signature: 
Name and Title: (Please Print) Pasquale Mauro, President
Date: 8/4/25

References

Name of Organization: Northbrook
Year of Contract: 5 years
Contact Name: Aram Beladi
Telephone No: (847) 272-4711
Email Address: Aram.Beladi@Northbrook.il.us

Name of Organization: Glencoe
Year of Contract: 7 years
Contact Name: Donald Kirk
Telephone No: (847) 835-4111
Email Address: DKIRK@villageofglencoe.org

Name of Organization: Rolling Meadows
Year of Contract: 5 years
Contact Name: Joel Benton
Telephone No: (815) 451-9547
Email Address: Bentonj@cityrm.org

Name of Organization: Park Ridge
Year of Contract: 5 years
Contact Name: Lou Arrigoni
Telephone No: (847) 318-5210
Email Address: larrigoni@parkridge.us

Name of Organization: zion
Year of Contract: 3 years
Contact Name: William Sprague
Telephone No: (847) 823-0500
Email Address: wsprague@cbbel.com

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

Mauro Sewer Construction, Inc.

Contractor

Date: 8/4/25

Attest

Pasquale Mauro, President

Attest: Robert Sacco
Robert Sacco, Manager

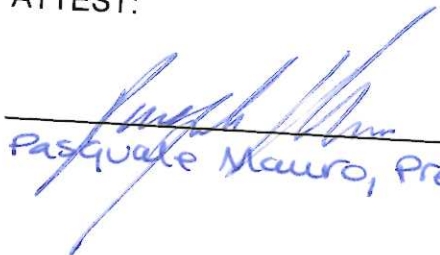
**Contractor's Certification Regarding
Non-Payment of Compensation**

Mauro Sewer Construction hereby certifies that
neither it nor any of its affiliated companies, nor any of its agents, employees or
representatives offered or paid any type of compensation or commission to any third party,
including any official of the Village of Western Springs, Illinois, to influence the Village of
Western Springs.

Mauro Sewer Construction, Inc.
Contractor

DATED: 8/4/2025

ATTEST:


Pasquale Mauro, President

Attest: Robert Sacco
Robert Sacco, Manager

EXCEPTIONS TO THIS BID (THIS PAGE
MUST ACCOMPANY BID)

Exhibit D

BASE BID

All work required by the foregoing documents will be accomplished for the Total Unit Price of:
(\$ 309,350.00) Dollars.

Shown amount in both words and figures. In case of discrepancy, amount shown in words will govern.) Three hundred nine thousand, three hundred fifty dollars and no cents.

ALTERNATE BID:

All work required by the foregoing documents will be accomplished for the Total Unit Price of:
(\$ 35,000.00) Dollars

Shown amount in both words and figures. In case of discrepancy, amount shown in words will govern.) Thirty-five thousand dollars and no cents

TOTAL COST CERTIFICATION

The undersigned hereby affirms and states that the prices stated herein constitute the total cost to the Village for all work involved in the respective items, and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively.

Signed:


Pasquale Mauro

Where bidder is a corporation, add:

Attest:


Robert Sacco, Manager

Authorized Signature

Date: 8/4/25

(Secretary or other authorized officer)
(CORPORATE SEAL)

NOTE: The signed and notarized Bid Certification Form must also be attached to this Bid Form.

Exhibit E

BID CERTIFICATION FORM

The undersigned, being an authorized representative of the Bidder, hereby certifies in accordance with Illinois State Statutes 720 ILCS 5/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Illinois State Statutes 720 ILCS 5/33E - "Public Contracts" concerning bid rigging, bid rotating, kickbacks, bribery, and other interference with public contracts.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with Illinois State Statutes 65ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the State of Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act.

The undersigned hereby also certifies in accordance with Illinois State Statutes 775 ILCS 5/2-105 that the Bidder has an adopted "Sexual Harassment Policy" consistent with the provisions of 775 ILCS 5/2-105.

Dated at Mauro Sewer Construction Inc.
This 4th day of August, 2025

By: [Signature]
(Signature) Pasquale Mauro

Its: President
(Title)

Pasquale Mauro
he/she is the President, being duly sworn, deposes and say that
and that the statement above is true and correct.
Subscribed and sworn to before me this 4th day of August 2025.

Bob Sauer
Notary Public



Exhibit F

BUSINESS ORGANIZATION

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X _____ Corporation: State of incorporation: Mauro Sewer Construction, Inc.
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Western Springs reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Mauro Sewer Construction, Inc.
Business Name

(Corporate Seal)


Signature Pasquale Mauro

Pasquale Mauro
Print or Type Name

President
Title

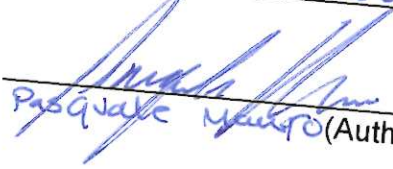
Print or Type Name

Exhibit G

**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

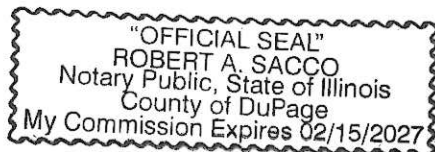
It is hereby stipulated and certified to the Village of Western Springs, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor: Mauro Sewer Construction, Inc.

By: 
(Authorized Officer)

Subscribed and sworn to before me this 4th day of August 2025.


Notary Public





AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 9.C.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: Proposal from Robinson Engineering for Cured-In-Place Pipelining, Design and Construction Engineering (Forest Hills, 51st Street) (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on August 12, 2025 and recommended to advance a proposal from Robinson Engineering, Inc. for a Cured-In-Place Pipelining, Design and Construction Engineering (Forest Hills, 51st Street) for an amount not to exceed \$23,390.00.

Summary

Attached for review is an engineering services proposal from Robinson Engineering for Design and Construction Engineering Services for Cured-In-Place pipelining for a portion of 51st Street in Forest Hills.

Earlier this summer, the Village completed the second of a two-phase project to complete sanitary point repairs in the Springdale and Forest Hills subdivision area. The final phase of this project includes lining a portion of the sanitary sewer on 51st Street. The proposal from Robinson includes \$13,140 for design and bid package preparation and \$10,250 for construction oversight of the project, which is anticipated to be completed before the end of 2025.

Financial Impact

Account 4402515 50331 (Design Engineering)
Fund Sewer
2025 Budget \$15,000.00
Project Cost \$13,140.00

Account 4402515 50332 (Inspection Engineering)
Fund Sewer
2025 Budget \$15,000.00
Project Cost \$10,250.00

Recommended Motion

I move to recommend to the approval of the Cured-In-Place Pipelining, Design and Construction Engineering (Forest Hills, 51st Street) proposal from Robinson Engineering in an amount not to exceed \$23,390.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2025 Western Springs - Cured-In-Place Pipelining Design & Construction Proposal
2. Resolution No. 25-_____ re Approval and Authorization of PSA with Robinson Engineering for Design Engineering and Construction Oversight of 51st Cured-
3. Group Exhibit A Part 1 of 2--Robinson PSA--51st PI Cured-in-Place Design Engineering and Construction Oversight PSA (BOT Appr. 8.18.25)(2063766.1)
4. Group Exhibit A Part 2 of 2--Rider to PSA with Robinson Engineering for Design Engineering and Construction Oversight of 51st Street Cured-in-Place Pi

July 14, 2025

To: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Attn: Matthew Supert, Director of Municipal Services

RE: **Proposal for Professional Engineering Services**
Cured-In-Place Pipelining, Design and Construction Engineering (Forest Hills, 51st Street)

Dear Mr. Supert:

Robinson Engineering, Ltd. (REL) is pleased to present this proposal for the above referenced project to improve the Village's sanitary sewer collection system in the Forest Hills subdivision on 51st Street. REL appreciates this opportunity to participate in this project that is important to the Village of Western Springs (Village). We take great pride in partnering with our clients to achieve their goals and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Proposed Project Schedule, Items Requested from the Village, Payment Terms, Standard Terms and Conditions, and Standard Billing Rates.

PROJECT OVERVIEW

The goal of this project is to restore structural integrity to the 18-inch sewer pipeline as well as to reduce infiltration and inflow (I/I). REL will prepare bidding documents and solicit bids for sewer cured-in-place pipelining rehabilitation in the Village's sanitary sewer system within the Forest Hills subdivision located on 51st Street. REL will respond to contractor's questions during the bidding phase, and issue addenda to the bid documents if required. REL will attend the bid opening, prepare the bid tabulation and assist the Village with evaluating the bids. This project also requires construction oversight and management services to verify that the sewers are lined correctly, service connections are fully reinstated, access points at manholes are sealed properly and that restoration and punch list items are properly addressed, and that pay requests are verified and processed.

SCOPE OF SERVICES

REL will provide the following scope of services:

A. Design Engineering Bid Package

1. Prepare bid specifications
2. Generate Engineer's opinion of probable cost of construction
3. Prepare map exhibits and 90% bid document submittal (for client review)
4. Perform QA/QC and prepare final bidding documents
5. Provide bid assistance / advertising / respond to contractor questions
6. Evaluate prequalification statements
7. Issue addenda (where appropriate)
8. Attend bid opening / prepare bid tabulation
9. Assist the Village with evaluating bids
10. Provide project management and attend meetings

B. Construction Engineering and Oversight

1. Prepare Contract documents
2. Review construction submittals and resident notices
3. Prepare for and attend pre-construction meeting
4. Prepare responses to contractor inquiries
5. Provide part-time construction observation (approximately 12 hours during construction activities)
6. Provide progress updates to the Village
7. Prepare change orders as necessary
8. Review contractor payment applications and provide recommendations for payment
9. Prepare punch list and project close out

C. Project Management and Meetings:

REL will facilitate a kickoff meeting, provide project management for the duration of the project and attend additional meetings with the Village as needed throughout the project.

PROPOSED PROJECT SCHEDULE

<u>Sequence</u>	<u>Task</u>	<u>Start Date</u>	<u>Target End Date</u>
A.	Design Engineering Bid Package	1-Aug-25	31-Aug-25
B.	Construction Engineering and Oversight	30-Sep-25	31-Dec-25
C.	Project Management and Meetings	1-Aug-25	31-Dec-25

All dates are assuming an authorization to proceed will occur on or before July 28, 2025

ITEMS REQUESTED FROM THE VILLAGE

- Updated GIS data files for sanitary sewers, manholes, service laterals, lift stations and force mains
- Coordination for bid opening, contract award and during construction

PAYMENT TERMS

For the above scope of services REL proposes payment terms as summarized below. This fee is based on our understanding of the project scope and experience with similar projects. This fee will be billed monthly as the work is completed. Any other work not listed in the above scope of services and as requested and authorized by the Village of Western Springs will be billed at our standard hourly rates.

Design Engineering Bid Package (Lump Sum)	\$13,140
Construction Engineering and Oversight (T&M)	<u>\$10,250</u>
Total	\$23,390

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

STANDARD BILLING RATES

The 2025 Standard Billing Rates effective January 1, 2025, and subject to revision January 1, 2026, are attached hereto and incorporated herein.

July 14, 2025

Proposal for Professional Engineering Services

Cured-In-Place Pipelining, Design and Construction Engineering (Forest Hills, 51st Street)

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at 815-412-2025 or email at joe.sullivan@reltd.com if you have any questions regarding this proposal, or if any additional information is needed.

Very Truly Yours,



Joseph Sullivan
I&I Department Manager
(630) 346-2877
joe.sullivan@reltd.com

U:\Sullivan_PROPOSALS\Western Springs\2025 CIPP Lining DE & CE\2025 Western Springs - Cured-In-Place Pipelining Design & Construction Proposal.docx

xc: Christopher Breakey, Superintendent of Public Works, Village of Western Springs
Jeff C. Pintar, PE, CFM, Director of Municipal Services, Robinson Engineering

Accepted this _____ day of _____ 2025.

By: _____
Signature

Printed Name, Title

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party 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. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL and REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL and REL's independent professional associates or consultants either before or after the termination date.

OPINION OF PROBABLE COSTS – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

REUSE OF PROJECT DOCUMENTS – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL 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 a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project. If applicable, the Client shall ensure that REL and REL's independent professional associates or consultants are named on any contractor's General Liability Policy on a primary and non-contributory basis.

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in

Client's Initial: _____ Date: _____

whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

INDEMNIFICATION – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

MUTUAL WAIVER – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - 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 Client and REL, who 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.

STATUTE OF LIMITATIONS – 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 to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

DIGITAL TRANSMISSIONS – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

TERMS OF PAYMENT – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: _____ Date: _____

Classification	Rate
Principal Engineer 1	\$223.00
Senior Project Manager 1 / 2	\$203.00 / \$213.00
Senior Engineer 1 / 2 / 3	\$179.00 / \$193.00 / \$201.00
Project Engineer 1 / 2 / 3 / 4	\$143.00 / \$151.00 / \$161.00 / \$172.00
Project Manager 1 / 2 / 3	\$151.00 / \$159.00 / \$169.00
Engineering Technician	\$143.00
Chief Land Surveyor	\$179.00
Land Surveyor 1 / 2 / 3	\$137.00 / \$154.00 / \$167.00
Surveying Technologist 1 / 2	\$121.00 / \$137.00
Senior Planner	\$169.00
Planner	\$148.00
Senior Project Scientist	\$167.00
Grant Writer 1 / 2	\$104.00 / \$123.00
Project Developer 1 / 2 / 3	\$121.00 / \$162.00 / \$185.00
GIS Coordinator	\$179.00
GIS Developer	\$147.00
GIS Technologist	\$119.00
CAD Manager	\$169.00
CAD Designer	\$148.00
CAD Technologist 1 / 2	\$112.00 / \$128.00
Resident Engineer 1 / 2 / 3	\$143.00 / \$159.00 / \$171.00
Resident Engineering Representative 1 / 2 / 3	\$142.00 / \$148.00 / \$156.00
Field Superintendent	\$189.00
Assistant Field Superintendent	\$178.00
Field Crew Chief	\$142.00
Field Crew Member 1 / 2	\$91.00 / \$108.00
Operations Manager	\$159.00
Operations Coordinator	\$114.00
Operator 1 / 2 / 3	\$98.00 / \$104.00 / \$111.00
IT Technologist / IT Coordinator	\$121.00 / \$162.00
Administrative 1 / 2	\$91.00 / \$103.00
Project Administration	\$119.00
Intern / Engineering Intern	\$60.00
1 Man Field Crew - Prevailing Wage*	\$189.00
2 Man Field Crew - Prevailing Wage*	\$316.00

• Rates are subject to revision on or after 1/1/2026.

• Reimbursable Expenses at a factor of 1.10. Sub-Consultant Fee Markup at 10%

• *Estimated Illinois prevailing wage rate for covered work based on recent Department of Labor Davis Bacon clarification.

DRAFT 08.13.2025
RESOLUTION NO. 25-????

VOTE:
AYES: _____
NAYS: _____
ABSTAIN: _____
ABSENT: _____
DATE: August 18, 2025
OTHER: _____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND ROBINSON
ENGINEERING, LTD. OF FRANKFORT, ILLINOIS
FOR DESIGN ENGINEERING AND CONSTRUCTION
AND OVERSIGHT OF THE SANITARY SEWER
CURED-IN-PLACE PIPELINING ON 51ST ST IN THE
FOREST HILLS SUBDIVISION**

WHEREAS, the President and Board of Trustees of the Village of Western Springs (“Village” or “Village Board”) and Robinson Engineering, Ltd. of Frankfort, Illinois (“Engineer”) desire to enter into a Professional Services Agreement for Design Engineering, Bidding, and Construction Oversight and Management for the Cured-In-Place Pipelining of the sanitary sewer collection system located on 51st St in the Forest Hills Subdivision (collectively, the “Services”) and its Exhibit “1” entitled “Rider To Professional Services Agreement Between The Village Of Western Springs and Robinson Engineering, Ltd. in Regard to Professional Services Agreement for Design Engineering And Construction And Oversight Of The Sanitary Sewer Cured-In-Place Pipelining On 51st St In The Forest Hills Subdivision”, 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 design and construction engineering, and construction oversight and management of the Sanitary Sewer Cured-In-Place Pipelining On 51st St in the Forest Hills Subdivision, as described in detail in **Group Exhibit “A”**; and

WHEREAS, pursuant to the Engineer’s proposal, the fee to perform the Services is a “not-to-exceed” fee of \$23,390.00. The Engineer’s fee will be paid from the Village’s Sewer Fund and/or other available Village funds; and

WHEREAS, at an open public meeting held on August 12, 2025, the Village’s Public Works and Water Committee (“Committee”) reviewed and discussed the terms of the attached PSA, received input from 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 August 18, 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 August 18, 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 and Execution of Contract 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 Construction Oversight and Management for the 2025 Sanitary Sewer Point Repairs in the Springdale and Ridgewood Subdivisions (“Services”) and its Exhibit “1” entitled “Rider To Professional Services Agreement Between The Village Of Western Springs And Robinson Engineering, Ltd. In Regard To Professional Services Agreement For Design Engineering And Construction And Oversight Of The Sanitary Sewer Cured-In-Place Pipelining On 51st St In The Forest Hills Subdivision” (collectively the “PSA”), 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. In addition, the Village Board authorizes and directs the Village President and Village Clerk, or their designees, to execute the final version of the PSA, and to execute such other documents as are necessary to fulfill the Village’s obligations under the PSA.

Section 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees further approve and authorize the expenditure of Village Sewer Funds and/or other available funds to pay for the Village’s financial obligations under the PSA, 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 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 an executed version of the attached PSA to the Engineer for record retention purposes.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage 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 18th day of August, 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 Robinson Engineering, Ltd. Of Frankfort, Illinois
For Design Engineering And Construction And Oversight Of The Sanitary Sewer Cured-In-Place
Pipelining On 51st St In The Forest Hills Subdivision**

And

Exhibit "1"

Rider To Professional Services Agreement

**Between The Village Of Western Springs And Robinson Engineering, Ltd. Of Frankfort, Illinois
For Construction Oversight And Management For The Design Engineering And Construction And
Oversight Of The Sanitary Sewer Cured-In-Place Pipelining On 51st St In The Forest Hills Subdivision**

(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 ROBINSON ENGINEERING, LTD. OF FRANKFORT, ILLINOIS FOR DESIGN ENGINEERING AND CONSTRUCTION AND OVERSIGHT OF THE SANITARY SEWER CURED-IN-PLACE PIPELINING ON 51ST ST IN THE FOREST HILLS SUBDIVISION.

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 18th day of August, 2025, at which meeting a quorum was present, and approved by the Village 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 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 August, 2025.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 8.C.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: Proposal from Robinson Engineering for Cured-In-Place Pipelining, Design and Construction Engineering (Forest Hills, 51st Street) (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on August 12, 2025 and recommended to advance a proposal from Robinson Engineering, Inc. for a Cured-In-Place Pipelining, Design and Construction Engineering (Forest Hills, 51st Street) for an amount not to exceed \$23,390.00.

Summary

Attached for review is an engineering services proposal from Robinson Engineering for Design and Construction Engineering Services for Cured-In-Place pipelining for a portion of 51st Street in Forest Hills.

Earlier this summer, the Village completed the second of a two-phase project to complete sanitary point repairs in the Springdale and Forest Hills subdivision area. The final phase of this project includes lining a portion of the sanitary sewer on 51st Street. The proposal from Robinson includes \$13,140 for design and bid package preparation and \$10,250 for construction oversight of the project, which is anticipated to be completed before the end of 2025.

Financial Impact

Account 4402515 50331 (Design Engineering)
Fund Sewer
2025 Budget \$15,000.00
Project Cost \$13,140.00

Account 4402515 50332 (Inspection Engineering)
Fund Sewer
2025 Budget \$15,000.00
Project Cost \$10,250.00

Recommended Motion

I move to recommend to the approval of the Cured-In-Place Pipelining, Design and Construction Engineering (Forest Hills, 51st Street) proposal from Robinson Engineering in an amount not to exceed \$23,390.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2025 Western Springs - Cured-In-Place Pipelining Design & Construction Proposal

July 14, 2025

To: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Attn: Matthew Supert, Director of Municipal Services

RE: **Proposal for Professional Engineering Services**
Cured-In-Place Pipelining, Design and Construction Engineering (Forest Hills, 51st Street)

Dear Mr. Supert:

Robinson Engineering, Ltd. (REL) is pleased to present this proposal for the above referenced project to improve the Village's sanitary sewer collection system in the Forest Hills subdivision on 51st Street. REL appreciates this opportunity to participate in this project that is important to the Village of Western Springs (Village). We take great pride in partnering with our clients to achieve their goals and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Proposed Project Schedule, Items Requested from the Village, Payment Terms, Standard Terms and Conditions, and Standard Billing Rates.

PROJECT OVERVIEW

The goal of this project is to restore structural integrity to the 18-inch sewer pipeline as well as to reduce infiltration and inflow (I/I). REL will prepare bidding documents and solicit bids for sewer cured-in-place pipelining rehabilitation in the Village's sanitary sewer system within the Forest Hills subdivision located on 51st Street. REL will respond to contractor's questions during the bidding phase, and issue addenda to the bid documents if required. REL will attend the bid opening, prepare the bid tabulation and assist the Village with evaluating the bids. This project also requires construction oversight and management services to verify that the sewers are lined correctly, service connections are fully reinstated, access points at manholes are sealed properly and that restoration and punch list items are properly addressed, and that pay requests are verified and processed.

SCOPE OF SERVICES

REL will provide the following scope of services:

A. Design Engineering Bid Package

1. Prepare bid specifications
2. Generate Engineer's opinion of probable cost of construction
3. Prepare map exhibits and 90% bid document submittal (for client review)
4. Perform QA/QC and prepare final bidding documents
5. Provide bid assistance / advertising / respond to contractor questions
6. Evaluate prequalification statements
7. Issue addenda (where appropriate)
8. Attend bid opening / prepare bid tabulation
9. Assist the Village with evaluating bids
10. Provide project management and attend meetings

B. Construction Engineering and Oversight

1. Prepare Contract documents
2. Review construction submittals and resident notices
3. Prepare for and attend pre-construction meeting
4. Prepare responses to contractor inquiries
5. Provide part-time construction observation (approximately 12 hours during construction activities)
6. Provide progress updates to the Village
7. Prepare change orders as necessary
8. Review contractor payment applications and provide recommendations for payment
9. Prepare punch list and project close out

C. Project Management and Meetings:

REL will facilitate a kickoff meeting, provide project management for the duration of the project and attend additional meetings with the Village as needed throughout the project.

PROPOSED PROJECT SCHEDULE

<u>Sequence</u>	<u>Task</u>	<u>Start Date</u>	<u>Target End Date</u>
A.	Design Engineering Bid Package	1-Aug-25	31-Aug-25
B.	Construction Engineering and Oversight	30-Sep-25	31-Dec-25
C.	Project Management and Meetings	1-Aug-25	31-Dec-25

All dates are assuming an authorization to proceed will occur on or before July 28, 2025

ITEMS REQUESTED FROM THE VILLAGE

- Updated GIS data files for sanitary sewers, manholes, service laterals, lift stations and force mains
- Coordination for bid opening, contract award and during construction

PAYMENT TERMS

For the above scope of services REL proposes payment terms as summarized below. This fee is based on our understanding of the project scope and experience with similar projects. This fee will be billed monthly as the work is completed. Any other work not listed in the above scope of services and as requested and authorized by the Village of Western Springs will be billed at our standard hourly rates.

Design Engineering Bid Package (Lump Sum)	\$13,140
Construction Engineering and Oversight (T&M)	<u>\$10,250</u>
Total	\$23,390

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

STANDARD BILLING RATES

The 2025 Standard Billing Rates effective January 1, 2025, and subject to revision January 1, 2026, are attached hereto and incorporated herein.

July 14, 2025

Proposal for Professional Engineering Services

Cured-In-Place Pipelining, Design and Construction Engineering (Forest Hills, 51st Street)

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at 815-412-2025 or email at joe.sullivan@reltd.com if you have any questions regarding this proposal, or if any additional information is needed.

Very Truly Yours,



Joseph Sullivan
I&I Department Manager
(630) 346-2877
joe.sullivan@reltd.com

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xc: Christopher Breakey, Superintendent of Public Works, Village of Western Springs
Jeff C. Pintar, PE, CFM, Director of Municipal Services, Robinson Engineering

Accepted this _____ day of _____ 2025.

By: _____
Signature

Printed Name, Title

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party 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. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL and REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL and REL's independent professional associates or consultants either before or after the termination date.

OPINION OF PROBABLE COSTS – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

REUSE OF PROJECT DOCUMENTS – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL 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 a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project. If applicable, the Client shall ensure that REL and REL's independent professional associates or consultants are named on any contractor's General Liability Policy on a primary and non-contributory basis.

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in

Client's Initial: _____ Date: _____

whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

INDEMNIFICATION – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

MUTUAL WAIVER – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - 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 Client and REL, who 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.

STATUTE OF LIMITATIONS – 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 to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

DIGITAL TRANSMISSIONS – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

TERMS OF PAYMENT – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: _____ Date: _____

Classification	Rate
Principal Engineer 1	\$223.00
Senior Project Manager 1 / 2	\$203.00 / \$213.00
Senior Engineer 1 / 2 / 3	\$179.00 / \$193.00 / \$201.00
Project Engineer 1 / 2 / 3 / 4	\$143.00 / \$151.00 / \$161.00 / \$172.00
Project Manager 1 / 2 / 3	\$151.00 / \$159.00 / \$169.00
Engineering Technician	\$143.00
Chief Land Surveyor	\$179.00
Land Surveyor 1 / 2 / 3	\$137.00 / \$154.00 / \$167.00
Surveying Technologist 1 / 2	\$121.00 / \$137.00
Senior Planner	\$169.00
Planner	\$148.00
Senior Project Scientist	\$167.00
Grant Writer 1 / 2	\$104.00 / \$123.00
Project Developer 1 / 2 / 3	\$121.00 / \$162.00 / \$185.00
GIS Coordinator	\$179.00
GIS Developer	\$147.00
GIS Technologist	\$119.00
CAD Manager	\$169.00
CAD Designer	\$148.00
CAD Technologist 1 / 2	\$112.00 / \$128.00
Resident Engineer 1 / 2 / 3	\$143.00 / \$159.00 / \$171.00
Resident Engineering Representative 1 / 2 / 3	\$142.00 / \$148.00 / \$156.00
Field Superintendent	\$189.00
Assistant Field Superintendent	\$178.00
Field Crew Chief	\$142.00
Field Crew Member 1 / 2	\$91.00 / \$108.00
Operations Manager	\$159.00
Operations Coordinator	\$114.00
Operator 1 / 2 / 3	\$98.00 / \$104.00 / \$111.00
IT Technologist / IT Coordinator	\$121.00 / \$162.00
Administrative 1 / 2	\$91.00 / \$103.00
Project Administration	\$119.00
Intern / Engineering Intern	\$60.00
1 Man Field Crew - Prevailing Wage*	\$189.00
2 Man Field Crew - Prevailing Wage*	\$316.00

• Rates are subject to revision on or after 1/1/2026.

• Reimbursable Expenses at a factor of 1.10. Sub-Consultant Fee Markup at 10%

• *Estimated Illinois prevailing wage rate for covered work based on recent Department of Labor Davis Bacon clarification.

**Rider to
Professional Services Agreement
Between The Village Of Western Springs And Robinson Engineering, Ltd.
For Desing Engineering and Construction Oversight of the 51st Street Cured-in-Place Pipelining**

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: August, 2025



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 9.D.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: John Mastandona, Director of Finance

RE: [Previously Discussed] Springdale Drainage Improvements Project - Change Orders #1, #2, #3 [Omnibus Item]

Recommendation

The Village Board discussed this item on July 21, 2025 and on August 12, 2025 the Public Works and Water Committee reviewed and recommended to approve Change Orders #1, #2, and #3 for the Springdale Drainage Improvements Project.

Summary

This item was discussed at the July 21, 2025 Board of Trustees Meeting. An updated memo with updated costs is provided below.

Work began in June 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. Water main and fire hydrant installation is complete and work has begun on the installation of the storm sewer that will convey stormwater from the neighborhood to Springdale Park.

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. CBBEL advised the Village that a large quantity discrepancy was discovered impacting the Project's earth excavation pay item quantity. 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 separate change order has been prepared for each of the above-mentioned items and a summary is provided below.

Change Order #1 - 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 stripping 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 \$326,970. 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.

Change Order #2 - 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.

Change Order #3 - 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 is beneficial to the logistics for the Contractor. While this is an added cost to the Village Project, the favorable price received benefits our Village residents since both the Western Springs Park District and Village of Western Springs serve the same residents. The partnership with the Park District on this project has been extremely important. The current estimate of cost to remove the pavilion is \$8,700. This cost would be an addition to the contract of approximately 0.2%.

Staff Recommendation

Staff is recommending approval of change orders #1, #2, and #3. 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 #1 to ensure the project will be completed as designed. Additionally, staff is recommending the Committee provide consensus approval to proceed with the change order #2 and #3 to provide for the two (2) scope enhancements. Both scope enhancements provide worthwhile benefits to the Project.

Financial Impact

Project Awarded Contract Amount:	\$5,188,313
Estimated total of Change Orders #1, #2, and #3:	+\$405,670 (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 Orders #1, #2, and #3 included:	\$4,613,483.

A budget amendment is not required.

Recommended Motion

I move to approve Change Orders #1, #2, and #3 for the Springdale Drainage Improvements Project.

Strategic Plan Alignment

N/A

File Attachments

1. Change Order #1 - Additional Earth Excavation in Storm Basin
2. L1. Req Change Order #01
3. Change Order #2 - Storm Basin Berm
4. L1. Req Change Order #2

5. Change Order #3 - Park Pavillion Demo
6. L1. Req Change Order #03
7. Ordinance No. 25-_____ re Change Order No. 1, Change Order No. 2, and Change Order No. 3 for 2025 Springdale Park Drainage Pr

VILLAGE OF WESTERN SPRINGS

CHANGE ORDER

PROJECT NAME: SPRINGDALE DRAINAGE IMPROVEMENT PROJECT NO.: 210513

LOCATION: SPRINGDALE PARK CHANGE ORDER: 1

CONTRACTOR: PERFORMANCE CONSTRUCTION & ENGINEERING DATE: 7/31/2025

DESCRIPTION OF CHANGE ORDER: ADDITIONAL EARTH EXCAVATION IN STORM BASIN

REASON FOR CHANGE ORDER: ADJUSTED EARTH EXCAVATION QUANTITY FOR THE STORM BASIN

ORIGINAL CONTRACT AMOUNT: [1] \$5,188,313.00

TOTAL OF PREVIOUS AUTHORIZED CHANGE ORDERS: [2] \$0.00

CURRENT CONTRACT AMOUNT: ([1]+[2]) [3] \$5,188,313.00

PROPOSED CHANGE ORDER: (PENDING APPROVAL) [4] \$326,970.00

PROPOSED REVISED CONTRACT AMOUNT: (PENDING APPROVAL) ([3]+[4]) [5] \$5,515,283.00

NET OF ALL CHANGE ORDERS: (PENDING APPROVAL) ([2]+[4]) \$326,970.00

TIME EXTENSION OR REDUCTION: N/A

TOTAL CONTRACT TIME: (PENDING APPROVAL) N/A

RECOMMENDED FOR ACCEPTANCE :

Resident Engineer Date

Approved By: _____
Director of Finance Date

Contractor Date

Approved By: _____
(<\$10K or 25%) Village Manager Date

Village Engineer Date

Approved By: _____
(>\$10K or 25%) Village President Date

Director of Public Works Date

Attest: _____
Village Clerk Date

Asst. Director of Finance Date

It is understood that as part of this change order that the Contractor agrees that all bonds, permits, insurance and guarantees are hereby extended to incorporate this Change Order.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

July 31, 2025

Village of Western Springs
740 Hillgrove Ave.
Western Springs, IL 60558

Attention: Mr. Jeff Koza, Village Engineer

Subject: **Springdale Drainage Improvement Project**
Change Order #01
Additional Earth Excavation in Storm Basin
(CBBEL Project No. 210513)

Dear Mr. Koza:

There is a required addition to the Earth Excavation (Basin) quantity to allow for 12" of topsoil respread across the bottom of the storm basin. The plan quantity for EARTH EXCAVATION (BASIN) at bidding was 3,565 cubic yards. While the additional 12 inches of excavation was accounted for in the project design, it was not accurately represented in the bidding documents. The estimated quantity required is 11,350 cubic yards. Using the contractor's unit bid price of \$42 per cubic yard, the estimated cost of the adjustment is \$326,970.

A summary of the contract changes is below:

Original Contract Amount:	\$5,188,313.00
Previous Change Orders:	\$0.00
Change Order #1:	\$326,970.00
New Contract Amount:	\$5,515,283.00

CBBEL recommends approval of the attached Change Order #01 for a total of \$326,970.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jason Sluzas, PE, PLS
Resident Engineer

VILLAGE OF WESTERN SPRINGS

CHANGE ORDER

PROJECT NAME: SPRINGDALE DRAINAGE IMPROVEMENT PROJECT NO.: 210513

LOCATION: SPRINGDALE PARK CHANGE ORDER: 1

CONTRACTOR: PERFORMANCE CONSTRUCTION & ENGINEERING DATE: 7/31/2025

DESCRIPTION OF CHANGE ORDER: STORM BASIN BERM

REASON FOR CHANGE ORDER: Increase the storage capacity in the Springdale Park Storm Basin and help mitigate the overflow from Springdale Park onto both 53rd St and Wolf Road.

ORIGINAL CONTRACT AMOUNT: [1] \$5,188,313.00

TOTAL OF PREVIOUS AUTHORIZED CHANGE ORDERS: [2] \$326,970.00

CURRENT CONTRACT AMOUNT: ([1]+[2]) [3] \$5,515,283.00

PROPOSED CHANGE ORDER: (PENDING APPROVAL) [4] \$70,000.00

PROPOSED REVISED CONTRACT AMOUNT: (PENDING APPROVAL) ([3]+[4]) [5] \$5,585,283.00

NET OF ALL CHANGE ORDERS: (PENDING APPROVAL) ([2]+[4]) \$396,970.00

TIME EXTENSION OR REDUCTION: N/A

TOTAL CONTRACT TIME: (PENDING APPROVAL) N/A

RECOMMENDED FOR ACCEPTANCE :

Resident Engineer Date

Approved By: _____
Director of Finance Date

Contractor Date

Approved By: _____
(<\$10K or 25%) Village Manager Date

Village Engineer Date

Approved By: _____
(>\$10K or 25%) Village President Date

Director of Public Works Date

Attest: _____
Village Clerk Date

Asst. Director of Finance Date

It is understood that as part of this change order that the Contractor agrees that all bonds, permits, insurance and guarantees are hereby extended to incorporate this Change Order.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

July 31, 2025

Village of Western Springs
740 Hillgrove Ave.
Western Springs, IL 60558

Attention: Mr. Jeff Koza, Village Engineer

Subject: **Springdale Drainage Improvement Project**
Change Order #02
Storm Basin Berm
(CBBEL Project No. 210513)

Dear Mr. Koza:

Once 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 at a marginal additional cost. It was determined that adding a 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, including flooding on Wolf Road during the 50-Year and 100-Year storms by almost 50%.

A Lump Sum Agreed Unit Price (AUP 003) was provided by Performance Construction and Engineering for the additional earthwork operations required to construct the berm. There will also be some associated costs to existing line-item work that are difficult to quantify while construction is in progress which will be measured for final payment upon completion. These costs will be tracked and identified as they arise and will be paid for through the Storm Basin Berm Item, up to a total not to exceed amount of \$70,000.

(AUP 003) Storm Basin Berm:	\$41,653.00
Contingency for associated line-item work:	<u>\$28,347.00</u>

Increase for Storm Basin Berm:	<u>\$70,000.00</u> (Not to Exceed)
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A summary of contract changes is below:

Original Contract Amount:	\$5,188,313.00
Previous Change Orders:	\$326,970.00
Change Order #02:	\$70,000.00
 New Contract Amount:	 \$5,585,283.00

CBBEL recommends approval of the attached Change Order #02 for a total of \$70,000.00.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jason Sluzas, PE, PLS
Resident Engineer

VILLAGE OF WESTERN SPRINGS

CHANGE ORDER

PROJECT NAME: SPRINGDALE DRAINAGE IMPROVEMENT PROJECT NO.: 210513

LOCATION: SPRINGDALE PARK CHANGE ORDER: 1

CONTRACTOR: PERFORMANCE CONSTRUCTION & ENGINEERING DATE: 8/2/2025

DESCRIPTION OF CHANGE ORDER: Park Pavillion Demo

REASON FOR CHANGE ORDER: Take advantage of the opportunity to use the contractor on site to demolish the existing Park Pavillion building at a fair price, while also providing the benefit to the project of creating more space for construction vehicles to maneuver in and out of the construction site and help protect the CRZ of the existing trees.

ORIGINAL CONTRACT AMOUNT: [1] \$5,188,313.00

TOTAL OF PREVIOUS AUTHORIZED CHANGE ORDERS: [2] \$396,970.00

CURRENT CONTRACT AMOUNT: ([1]+[2]) [3] \$5,585,283.00

PROPOSED CHANGE ORDER: (PENDING APPROVAL) [4] \$8,700.00

PROPOSED REVISED CONTRACT AMOUNT: (PENDING APPROVAL) ([3]+[4]) [5] \$5,593,983.00

NET OF ALL CHANGE ORDERS: (PENDING APPROVAL) ([2]+[4]) \$405,670.00

TIME EXTENSION OR REDUCTION: N/A

TOTAL CONTRACT TIME: (PENDING APPROVAL) N/A

RECOMMENDED FOR ACCEPTANCE :

Resident Engineer Date

Approved By: _____
Director of Finance Date

Contractor Date

Approved By: _____
(<\$10K or 25%) Village Manager Date

Village Engineer Date

Approved By: _____
(>\$10K or 25%) Village President Date

Director of Public Works Date

Attest: _____
Village Clerk Date

Asst. Director of Finance Date

It is understood that as part of this change order that the Contractor agrees that all bonds, permits, insurance and guarantees are hereby extended to incorporate this Change Order.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

August 2, 2025

Village of Western Springs
740 Hillgrove Ave.
Western Springs, IL 60558

Attention: Mr. Jeff Koza, Village Engineer

Subject: **Springdale Drainage Improvement Project**
Change Order #03
Park Pavillion Demo
(CBBEL Project No. 210513)

Dear Mr. Koza:

The contractor provided (AUP 001) to demolish and remove the Springdale Park Pavillion Building.

(AUP 001) Park Pavillion Demo: \$8,700.00

With there being plans to build a new Pavillion Building, there is the opportunity to demolish the existing building at a fair price while the Village has a contractor on site. There is also the added benefit to the project that demolishing the building will allow the contractor more room to maneuver in and out of the storm basin site, which will help keep equipment and trucks out of the critical root zones of the existing trees in the area.

A summary of contract changes is below:

Original Contract Amount:	\$5,188,313.00
Previous Change Orders:	\$396,970.00
Change Order #03:	\$8,700.00
 New Contract Amount:	 \$5,593,983.00

CBBEL recommends approval of the attached Change Order #03 for a total of \$8,700.00.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jason Sluzas, PE, PLS
Resident Engineer

DRAFT 8.14.2025

ORDINANCE NO. 25-XXXX

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: August 18, 2025

OTHER: Published in pamphlet form.

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF CHANGE ORDER NO. 1,
CHANGE ORDER NO. 2, AND CHANGE ORDER NO.
3 TO THE CONTRACT ENTERED INTO BETWEEN
THE VILLAGE OF WESTERN SPRINGS AND
PERFORMANCE CONSTRUCTION &
ENGINEERING, LLC OF PLANO, ILLINOIS FOR THE
SPRINGDALE DRAINAGE IMPROVEMENTS
PROJECT**

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Corporate Authorities" or "Village") previously approved a contract with Performance Construction & Engineering, LLC of Plano, Illinois ("Contractor") to perform work relating to the Springdale Drainage Improvements ("Project"). The Project included the construction of an approximately 1,500 linear foot supplemental storm sewer system and a detention basin and associated drainage and inlet structure. The original amount of the Project Contract, approved by the Village, was equal to \$5,188,313.00 ("Project Contract Price"); and

WHEREAS, certain changes to the anticipated scope of the project have arisen which will change the total cost of the Project. Specifically, the contract quantities for earth excavation were quoted as lower than required to account for the full proposed finished grade to account for topsoil replacement. In addition, the Village and the Village's engineering firm determined that the addition of a berm surrounding the west and south sides of the stormwater basin would provide significant benefits to flooding on adjacent Wolf Road. Finally, the Western Springs Park District obtained a grant to construct a new pavilion in Springdale Park, and removal of the existing pavilion during the drainage improvements project would provide logistical benefits to the current project; and

WHEREAS, the changes to the project scope have increased the total contract cost of the Project by an amount of \$405,670.00 ("Amended Project Contract Price"), which is an increase of the Project Contract Price to \$5,593,983. Whenever the original contract price of a public works project contract increases or decreases in excess of \$10,000.00, a change order must be approved by the Corporate Authorities of the Village. For this Project, there are three additional elements of scope increasing the total value of the project. For the additional earth excavation within the storm basin, the Corporate Authorities of the Village are required to approve a Change Order in the amount of \$326,970.00 ("Change Order No. 1"). A copy of Change Order No. 1 is attached hereto as **Exhibit "A"** and made a part hereof. For the grading revisions to the Springdale Park stormwater basin berm, the Corporate Authorities of the Village are required to approve a Change Order in the amount of \$70,000.00 ("Change Order No. 2"). A copy of Change Order No. 2 is attached hereto as **Exhibit "B"** and made a part hereof. For the Springdale Park pavilion demolition, the Corporate Authorities of the Village are required to approve a Change Order in the amount of \$8,700.00 ("Change Order No. 3"). A copy of Change Order No. 3 is attached hereto as **Exhibit "C"** and made a part hereof; and

WHEREAS, at an open, public meetings held on July 15, 2025 and August 12, 2025, the Public Works and Water Committee reviewed the terms of the attached Change Order No. 1, Change Order No. 2, and Change Order No. 3, and received input from the Village staff and provided the public with an

opportunity to give input on the matter, and then the Committee favorably recommended that the Village Board approve Change Order No. 1, Change Order No. 2, and Change Order No. 3; and

WHEREAS, at open, public meetings held on July 21, 2025, and August 18, 2025, the President and Village Board of Trustees reviewed the terms of the attached Change Order No. 1, Change Order No. 2, and Change Order No. 3, reviewed the Committee's recommendation, received input from the Village staff and provided the public with an opportunity to give input on the matter; and

WHEREAS, based on the recommendation of Village Staff, the Corporate Authorities of the Village make the following findings and determinations in accordance with 720 ILCS 5/33E-9 (Criminal Code; Change Order Statute) regarding changes to the Project Contract:

1. **Change Order No. 1, Change Order No. 2, and Change Order No. 3 (or a series of change orders) increases the Project Contract Price by Ten Thousand and 00/100 Dollars (\$10,000.00) or more.**
2. Change Order No. 1, Change Order No. 2, and Change Order No. 3 does not increase or decrease the Project Contract time by thirty (30) days or more.
3. Change Order No. 1, Change Order No. 2, and Change Order No. 3 (or a series of change orders): (a) is made necessary by circumstances not foreseeable at the time the Project Contract was signed; (b) is germane to the Project Contract as originally signed; and (c) is in the best interests of the Village.

In addition, the Corporate Authorities of the Village make the following finding and determination pursuant to Section 5 of the Public Works Contract Change Order Act (50 ILCS 525/5): the amount of Change Order No. 1, Change Order No. 2, and Change Order No. 3 (or a series of change orders) does not increase the original Project Contract Price by 50% or more, and thus the Village is not obligated to re-bid the additional work proposed under Change Order No. 1, Change Order No. 2, and Change Order No. 3; and

WHEREAS, the Corporate Authorities of the Village of Western Springs, pursuant to their powers as provided by 720 ILCS 5/33E-9, have the authority to approve Change Order No. 1, Change Order No. 2, and Change Order No. 3 because they relate to a public project and are for a public purpose.

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 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 the Series of Change Orders. The Corporate Authorities of the Village of Western Springs approve Change Order No. 1 in the amount of \$326,970.00, Change Order No. 2 in the amount of \$70,000.00, and Change Order No. 3 in the amount of \$8,700.00 to the Project Contract Price in a total amount equal to \$405,670.00, increasing the Project Contract Price to \$5,593,983 (the "Amended Project Contract Price"), which is payable to the Contractor. A copy of Change Order No. 1 is attached hereto as **Exhibit "A"**; a copy of Change Order No. 2 is attached hereto as **Exhibit "B"**, and a copy of Change Order No. 3 is attached hereto as **Exhibit "C"**. The Corporate Authorities of the Village of

Western Springs further direct the Village President, Village Clerk and Project Engineer, or their designees, to execute Change Order No. 1 and any other necessary documents to implement Change Order No. 1, Change Order No. 2, and Change Order No. 3.

Section 3. Authorization of Expenditures Under the Series of Change Orders. The Corporate Authorities of the Village approve and authorize the expenditure of available Village funds to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under Change Order No. 1, Change Order No. 2, and Change Order No. 3 and also authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under Change Order No. 1, Change Order No. 2, and Change Order No. 3. The Corporate Authorities of the Village authorize and direct the Village President, the Village Clerk, the Village Treasurer, the Village Manager and the Village Engineer, or their designees, to execute, process and deliver the necessary checks, wire transactions, and such other instruments necessary to comply with the authorization and direction set forth in this Ordinance.

Section 4. Delivery of Signed Documents. After approval and execution of this Ordinance and Change Order No. 1 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 Ordinance and an executed copy of the attached Change Order No. 1 to the Contractor for record retention purposes.

Section 5. Effective Date. This Ordinance shall become effective after its adoption, approval and publication as provided by State law.

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

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Published by me in pamphlet form this ____ day of August, 2025.

Edward Tymick, Village Clerk

Exhibit "A"

**Change Order No. 1
to Contract with Performance Construction & Engineering, LLC
for the Springdale Park Drainage Improvements Project**

(attached)

Exhibit "B"

**Change Order No. 2
to Contract with Performance Construction & Engineering, LLC
for the Springdale Park Drainage Improvements Project**

(attached)

Exhibit "C"

**Change Order No. 3
to Contract with Performance Construction & Engineering, LLC
for the Springdale Park Drainage Improvements Project**

(attached)

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-_____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1, CHANGE ORDER NO. 2, AND CHANGE ORDER NO. 3 TO THE CONTRACT ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND PERFORMANCE CONSTRUCTION & ENGINEERING, LLC OF PLANO, ILLINOIS FOR THE SPRINGDALE DRAINAGE IMPROVEMENTS PROJECT.

which was adopted by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular 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 adoption of the said Ordinance by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 10.A.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: Contract with Go Painters, Inc. for the 2025 Streetlight Painting (Omnibus Item)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on August 12, 2025 and recommended the award for the 2025 Streetlight Painting Contract to the lowest bidder, Go Painters, Inc., in an amount not to exceed of \$15,000.

Summary

On July 24, 2025, Village staff issued a Request for Bids (RFB) for streetlight painting for decorative streetlights in and around the Central Business District. On August 7, the Village received a total of five (5) bids. The results of the bids are attached to this report.

Go Painters, Inc. submitted the lowest bid at \$265.00 unit price per streetlight. The Village periodically budgets for the painting of streetlights throughout the Village and in FY2025, the budget included \$15,000 for this project. It is anticipated that the contractor will complete approximately 55 streetlights this year.

The Village has previously worked with Go Painters, Inc., most recently this company was awarded the 2025 Fire Hydrant Sandblasting and Painting Contract.

Financial Impact

Account 4102100 53060

Fund Streetlight Maintenance

2025 Budget \$15,000

Project Cost As required

Recommended Motion

I move to approve a contract with Go Painters Inc. for 2025 Streetlight Painting for an amount not to exceed \$15,000.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2025 Streetlight Painting Bid Tab
2. Go Painters Inc, Bid
3. Exhibit A to Resolution No. 25-_____ re Awarding Bid to Lowest Cost Bidder Go Painters and Approving and Authorizing Contract for Streetlight Paint
4. Resolution No. 25-_____ re Approving the Low Cost Bid and Authorizing Entry of a Contract with Go Painters Inc for Painting of Streetlights(2063757.1)

Contractor	Unit Price	Unit Extended Price (As Read)	Unit Extended Price (As Calculated)
Go Painters	\$ 265.00	\$ 13,250.00	\$ 13,250.00
Lookswell Painting Inc	\$ 325.00	\$ 16,250.00	\$ 16,250.00
Tiles in Style DBA Taza Construction	\$ 995.72	\$ 49,786.23	\$ 49,786.00
Futurity 19, Inc	\$ 1,019.20	\$ 50,960.00	\$ 50,960.00
Mazarini Inc	\$ 1,441.25	\$ 72,062.40	\$ 72,062.50



CONTRACT REQUIREMENTS FOR
2025 STREETLIGHT PAINTING

AUGUST 7, 2025
10:00 A.M. (PREVAILING TIME)

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Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2025 Streetlight Painting RFB**

Bids will be received until **10:00 AM**, Prevailing Local Time on **August 7, 2025**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500) or 10% of the bid price, whichever is greater, which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Sun-Times Newspaper on July 24, 2025
cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

Instruction to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: July 24, 2025

Proposals to be entitled to consideration must be made in accordance with the following instructions:

Proposals shall be submitted in an opaque, sealed envelope plainly marked with the words:

2025 Streetlight Painting RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **August 7, 2025**, after which time and at such place all bids will be publicly opened and read aloud.

Proposals received after the time for opening will not be considered.

Proposals must be signed by an authorized official of the contractor's organization, and the name of the official and his title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws his bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FOURTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "**Exhibit A**" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: 2025 Streetlight Painting RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work and complete work, respectively, between **September 1** and **October 31** and must be completed within 30 days of work commencements, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security

is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

08/06/2025

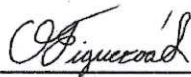
Date

GO PAINTERS INC.

Proposed Contractor (Bidder)

EDGAR FIGUEROA

Witness



Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga at dpuga@wsprings.com. Proposals must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2025 Streetlight Painting RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice.

Issue RFB	Thursday, July 24, 2025
Bids Due Date	10:00 AM on Thursday, August 7, 2025
Village Board Selection of Qualified, Responsive Bidder	Monday, August 18, 2025
Begin Contract	September 2025

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

<u>Unit Price</u>	<u>Number of Streetlights</u>	<u>Unit Extended Price</u>
\$ 265.00 (per streetlight)	50	\$ 13,250.00

****Unit price should include cost of labor, priming and painting materials***

Please note, the Village reserves the right to increase or decrease the number of streetlights to be painted.

Name of Bidder: GO PAINTERS INC.

Address: 500 N. 6th AVENUE.MAYWOOD IL. 60153

Telephone No. 773-799-6590 Fax No. _____

Signature: 

Name and Title: (Please Print) EDGAR FIGUEROA . SECRETARY

Date: AUGUST 6TH. 2025

References

Name of Organization: Village of Western Springs

Year of Contract: 2023 & 2024

Contact Name: Diana Puga

Telephone No: 708.784.2824

Email Address: dpuga@wsprings.com

Name of Organization: ELK GROVE VILLAGE450

Year of Contract: 2023 & 2025

Contact Name: Bryan Grippo

Telephone No: 847.734.8048

Email Address: BGrippo@elkgrove.org

Name of Organization: Village of Huntley

Year of Contract: 2022, 2023, 2024 & 2025

Contact Name: Peter D'Agostino

Telephone No: 847-515-5275

Email Address: PDAgostino@huntley.il.us

Name of Organization: City of Highland Park

Year of Contract: 2017 to 2025

Contact Name: Tony Ferrari

Telephone No: 847.404.4934

Email Address: tferrari@cityhpil.com

Name of Organization: Village of Libertyville

Year of Contract: 2022, 2023 & 2024

Contact Name: Michael R. Brady

Telephone No: 847-918-2071

Email Address: mbrady@libertyville.com

Special Provisions

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", **Streetlight Painting** conforming to the terms and conditions set forth herein.

Scope of Work

Priming and painting of Village-owned 14' streetlights. The contractor shall provide all labor, equipment, and materials to prime and paint streetlights.

Volume/Estimated Quantity

The quantities identified herein are estimate quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

Surface Preparation

The contractor shall hand tool clean removing as much loosely adhered coating and all surface rust. The Contractor shall be responsible for removing all stickers, tape, etc., as part of the preparation process.

Prime and Paint

The Contractor shall paint all streetlights using one (1) coat of Rust Oleum V7400 Universal Metal Primer (off-white) or approved equivalence, if approved by the Director of Municipal Services or their designee, pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply one (1) finish coat of Rust Oleum V7400 Black or approved equivalence, pursuant to the manufacturer's specification for complete coverage.

Paint and primer shall be applied evenly to prevent drips. If paint or primer is applied using a spray method, the CONTRACTOR shall not spray streetlights on days when wind exceeds twenty (20) M.P.H., unless a protective enclosure is used.

The CONTRACTOR shall apply paint in strict accordance with the applicable manufacturer's printed data sheet and container label outlining minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet damp surfaces and shall not be applied in the rain, snow, fog or mist or when the relative humidity exceeds 85%.

No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours after paint

application. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry.

Streetlights shall not be left unprimed for any period of time after prepping. After application of the primer coat and/or topcoat of paint, the contractor shall place signage on or around the streetlight indicating that there is wet paint. After the primer coat and topcoat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the Municipality before use.

Scheduling of Work

The contractor shall schedule all work with the Municipal Services Director or their designee. The painting streetlights will be done during regular business hours. All streetlights identified by the Municipality shall be primed and painted within 60 (sixty) days of NOTICE TO PROCEED.

Site Preparation and Protection

The contractor shall place a protective barrier at the base of each streetlight. A protective enclosure shall be placed on top of the barrier at the base and around the streetlight to contain slag abrasive and prevent overspray. If necessary, the Municipality will allow the contractor (with prior permission granted) to barricade spaces in public parking areas, such as at the Municipality's train stations, at the request of the contractor to ensure access to the streetlight for the contractor and minimize any damage to vehicles.

If necessary, the Municipality will allow the contractor to barricade spaces in public areas to ensure access to the streetlight for the contractor and minimize or eliminate any potential damage to vehicles.

Site Clean-Up

The contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after the painting has been completed.

Damage to Parkway

Damage to the parkway caused by the contractor shall be repaired by the contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Damage to Private Property

The contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Municipal Services Department on the day of occurrence. Any damages shall be repaired at the contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Municipality).

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Schedule

The undersigned agrees that all work for the contract shall be performed between **September 1** and **October 31** as provided for in the Agreement and must be completed within 30 days of work commencement.

Safety Data Sheets (SDS)

The contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice by each Municipality. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by a Municipality that the workmanship is not sufficient to the Municipality's standards, the Contractor shall return and repair to the satisfaction of the Municipality at no additional cost to the Municipality.

Each Municipality shall be the sole determiner of what constitutes satisfactory workmanship for their Municipality.

Workzone Safety and Property Protection

The contractor shall be responsible for all work zone safety including proper traffic control when necessary. The contractor shall also be responsible for ensuring private property is not damaged while performing the work.

GENERAL SPECIFICATIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Applicable Laws and Regulations

The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

- A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
- B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- D. The Vendor complies with the Illinois Drug Free Work Place Act.
- E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.

- F. The Vendor complies with the Americans with Disabilities Act.
- G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
- H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Authority

The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Bonds

If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has

been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village Board and signed by the Village President or his designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested

public records to the Village within two (2) business days of the request being made by the Village.

The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of
Default Original Contract Amount from
more than to and including calendar day

\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

Guaranty, Warranties and Representations

- A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
- D. It is authorized to sell and install the goods, supplies, equipment and/or services.
- E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
- I. A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation

benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

- i. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
- ii. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
- iv. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- v. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village's principle office address.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

IX. NO PERSONAL LIABILITY

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

Law and Venue

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

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

Taxes, Benefits and Royalties

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate. Each payment by the Village to the Vendor includes all applicable

Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

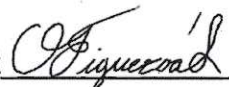
- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

GO PAINTERS INC.
Contractor

Date: 08/06/2025

Attest  EDGAR O. FIGUEROA

**Contractor's Certification Regarding
Non-Payment of Compensation**

GO APINTERS INC hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

GO PAINTERS INC.
Contractor

DATED: 08/06/2024

ATTEST: 

EDGAR O. FIGUEROA

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the ____ day of **August** in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and GO PAINTERS INC. (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2025 Streetlight and Painting RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated July 24, 2025 and as agreed to in the Contractor's Proposal dated August 7, 2025.
2. The Contractor agrees to commence the Work on **September 1**, and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **October 31**.
3. The Village shall pay the Contractor for the performance of the Work to complete 2025 Streetlight RFB a total dollar amount not to exceed XXXXXXX THOUSAND AND NO/100 DOLLARS (\$XXXXXXXX) in accordance with the Contractor's Proposal dated **August 7, 2025**, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:

A. Legal Notice (Advertisement for Bid) published on **July 24, 2025**.

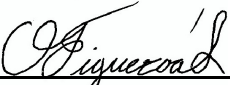
- B. Instructions to Bidders dated **July 24, 2025.**
 - C. Contractor's Proposal dated **August 7, 2025.**
 - D. Contractor's bid bond submitted by GO PAINTERS INC.
in the amount of \$ 1,325.00 dated **August 7, 2025.**
 - E. General Specifications and all additional provisions **August 7, 2025.**
 - F. Contractor's Drug Free Workplace Certification dated **August 7, 2025.**
 - G. Contractor's Certification Regarding Non-Payment of Compensation dated **August 7, 2025.**
 - H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
 - I. Exhibit C – Change Order Form
 - J. Required Performance and Payment Bonds provided by the Contractor.
 - K. Required Insurance Certificates provided by the Contractor.
 - L. Rider to Contract- General Conditions
6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
 7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.
 8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

Contractor:

Village of Western Springs

By: 
EDGAR O. FIGUEROA Secretary

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

Attest:

By: 
JORGE OCEGUERA
President



*Village Seal

By: _____
Jill Izzo, Deputy Village Clerk

Exhibit B

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, EDGAR O. FIGUEROA, having being first

duly sworn, depose and state that I am the

SECRETARY AND PARTNER

(insert "sole owner", "partner", "president", "other" proper title)

and the authorized agent of GO PAINTERS INC., which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the 2025 Street Light painting Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department

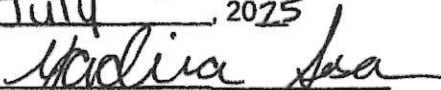
of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: 
Name: Edgar O. Figueroa
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 30 Day
Of July, 2025


Notary Public

Notary Public

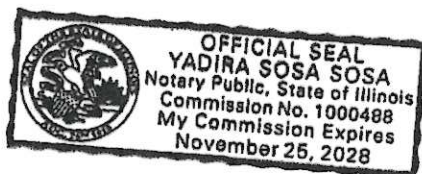


Exhibit C

CHANGE ORDER NO.:

Owner:
Engineer:
Contractor:
Project:
Contract Name:
Date Issued:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Accepted by Contractor

Approved by Funding Agency (if applicable)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bid Bond

CONTRACTOR:

(Name, legal status and address)

GO Painters, Inc.
500 N 6th Avenue
Maywood, IL 60153

SURETY: Philadelphia Indemnity Insurance Company: Pennsylvania Corporation
(Name, legal status and principal place of business)

One Bala Plaza
Suite 100
Bala Cynwyd, PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Western Springs, Illinois
740 Hillgrove Avenue
Western Springs, IL 60558

BOND AMOUNT: Ten Percent (10%) of the Amount of the Bid or \$500.00 whichever is greater

PROJECT:

(Name, location or address, and Project number, if any)

2025 Streetlight Painting RFB

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of August, 2025

Edgar Figueroa
(Witness)

Christie Duise
(Witness)

GO Painters, Inc.
(Principal)

(Title)

Philadelphia Indemnity Insurance Company

(Surety)

(Title)

Fernando J.

(Seal)

OFFICER

[Signature]

John D. Weisbrot, Attorney-In-Fact



Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, MELISSA L. MCDADE, STEVEN M. VARGA OR NANCY NIGRO of Risk Strategies dba JW Bond Consultants, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)



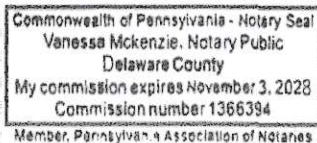
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Linwood, PA

My commission expires:

November 3, 2028

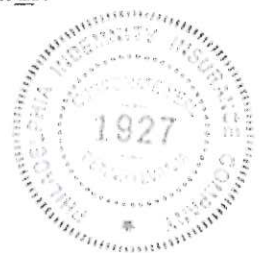
I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of August, 2025.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

Admitted Assets

	As of December 31,	
	2024	2023
Bonds (fair value \$9,153,035 and \$8,720,743)	\$ 9,774,560	\$ 9,263,769
Preferred stocks (fair value \$6,762 and \$8,060)	6,762	8,060
Common stocks (cost \$17,100 and \$18,727)	20,298	21,946
Mortgage loans	980,210	1,060,940
Real estate	45,943	21,033
Derivatives	3,552	-
Other invested assets (cost \$219,302 and \$201,673)	229,008	226,716
Receivables for securities sold	329	4,072
Cash, cash equivalents and short-term investments	176,533	147,539
Cash and invested assets	11,237,195	10,754,075
Premiums receivable, agents' balances and other receivables	1,166,132	1,108,771
Reinsurance recoverable on paid loss and loss adjustment expenses	63,067	57,589
Accrued investment income	94,377	93,350
Receivable from affiliates	6,240	7,123
Federal income taxes receivable	8,824	-
Net deferred tax assets	168,818	162,612
Other assets	19,448	11,103
Total admitted assets	\$ 12,764,101	\$ 12,194,623

Liabilities and Capital and Surplus

Liabilities:

Unpaid loss and loss adjustment expenses	\$ 6,059,913	\$ 5,797,285
Unearned premiums	1,990,597	1,887,004
Reinsurance payable on paid loss and loss adjustment expenses	39,877	35,204
Federal income taxes payable	-	2,352
Ceded reinsurance premiums payable	183,308	152,393
Commissions payable, contingent commissions and other similar charges	310,107	298,124
Funds held	147,288	96,542
Payable to affiliates	20,596	20,862
Provision for reinsurance	78	295
Payable for securities purchased	9,021	12,957
Accrued expenses and other liabilities	54,505	62,438
Total liabilities	8,815,290	8,365,456

Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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Surplus:

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	3,558,240	3,438,596
Total surplus	3,944,311	3,824,667
Total capital and surplus	3,948,811	3,829,167
Total liabilities and capital and surplus	\$ 12,764,101	\$ 12,194,623

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Commonwealth of Pennsylvania - Notary Seal
Kimberly A. Kessleski, Notary Public
Montgomery County
My commission expires December 18, 2028
Commission number 1245769
Member, Pennsylvania Association of Notaries

Karen Gilmer-Pauciello, EVP & CFO

Kimberly Kessleski, Notary

Sworn to before me this 3rd day of June 2025.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 9.A.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: Contract with Go Painters, Inc. for the 2025 Streetlight Painting (Omnibus Item)

Recommendation

Consider a recommendation to approve the award for the 2025 Streetlight Painting Contract to the lowest bidder, Go Painters, Inc., in an amount not to exceed of \$15,000.

Summary

On July 24, 2025, Village staff issued a Request for Bids (RFB) for streetlight painting for decorative streetlights in and around the Central Business District. On August 7, the Village received a total of five (5) bids. The results of the bids are attached to this report.

Go Painters, Inc. submitted the lowest bid at \$265.00 unit price per streetlight. The Village periodically budgets for the painting of streetlights throughout the Village and in FY2025, the budget included \$15,000 for this project. It is anticipated that the contractor will complete approximately 55 streetlights this year.

The Village has previously worked with Go Painters, Inc., most recently this company was awarded the 2025 Fire Hydrant Sandblasting and Painting Contract.

Financial Impact

Account 4102100 53060

Fund Streetlight Maintenance

2025 Budget \$15,000

Project Cost As required

Recommended Motion

I move to recommend to the Village Board the approval of the award for the 2025 Streetlight Painting Contract to the lowest bidder, Go Painters Inc., for an amount not to exceed \$15,000.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2025 Streetlight Painting Bid Tab
2. Go Painters Inc, Bid

Contractor	Unit Price	Unit Extended Price (As Read)	Unit Extended Price (As Calculated)
Go Painters	\$ 265.00	\$ 13,250.00	\$ 13,250.00
Lookswell Painting Inc	\$ 325.00	\$ 16,250.00	\$ 16,250.00
Tiles in Style DBA Taza Construction	\$ 995.72	\$ 49,786.23	\$ 49,786.00
Futurity 19, Inc	\$ 1,019.20	\$ 50,960.00	\$ 50,960.00
Mazarini Inc	\$ 1,441.25	\$ 72,062.40	\$ 72,062.50



CONTRACT REQUIREMENTS FOR
2025 STREETLIGHT PAINTING

AUGUST 7, 2025
10:00 A.M. (PREVAILING TIME)

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Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2025 Streetlight Painting RFB**

Bids will be received until **10:00 AM**, Prevailing Local Time on **August 7, 2025**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500) or 10% of the bid price, whichever is greater, which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Sun-Times Newspaper on July 24, 2025

cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

Instruction to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: July 24, 2025

Proposals to be entitled to consideration must be made in accordance with the following instructions:

Proposals shall be submitted in an opaque, sealed envelope plainly marked with the words:

2025 Streetlight Painting RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **August 7, 2025**, after which time and at such place all bids will be publicly opened and read aloud.

Proposals received after the time for opening will not be considered.

Proposals must be signed by an authorized official of the contractor's organization, and the name of the official and his title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws his bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FOURTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "**Exhibit A**" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: 2025 Streetlight Painting RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work and complete work, respectively, between **September 1** and **October 31** and must be completed within 30 days of work commencements, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security

is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

08/06/2025

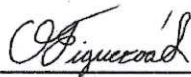
Date

GO PAINTERS INC.

Proposed Contractor (Bidder)

EDGAR FIGUEROA

Witness



Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga at dpuga@wsprings.com. Proposals must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2025 Streetlight Painting RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice.

Issue RFB	Thursday, July 24, 2025
Bids Due Date	10:00 AM on Thursday, August 7, 2025
Village Board Selection of Qualified, Responsive Bidder	Monday, August 18, 2025
Begin Contract	September 2025

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

<u>Unit Price</u>	<u>Number of Streetlights</u>	<u>Unit Extended Price</u>
\$ 265.00 (per streetlight)	50	\$ 13,250.00

****Unit price should include cost of labor, priming and painting materials***

Please note, the Village reserves the right to increase or decrease the number of streetlights to be painted.

Name of Bidder: GO PAINTERS INC.

Address: 500 N. 6th AVENUE.MAYWOOD IL. 60153

Telephone No. 773-799-6590 Fax No. _____

Signature: 

Name and Title: (Please Print) EDGAR FIGUEROA . SECRETARY

Date: AUGUST 6TH. 2025

References

Name of Organization: Village of Western Springs

Year of Contract: 2023 & 2024

Contact Name: Diana Puga

Telephone No: 708.784.2824

Email Address: dpuga@wsprings.com

Name of Organization: ELK GROVE VILLAGE450

Year of Contract: 2023 & 2025

Contact Name: Bryan Grippo

Telephone No: 847.734.8048

Email Address: BGrippo@elkgrove.org

Name of Organization: Village of Huntley

Year of Contract: 2022, 2023, 2024 & 2025

Contact Name: Peter D'Agostino

Telephone No: 847-515-5275

Email Address: PDAgostino@huntley.il.us

Name of Organization: City of Highland Park

Year of Contract: 2017 to 2025

Contact Name: Tony Ferrari

Telephone No: 847.404.4934

Email Address: tferrari@cityhpil.com

Name of Organization: Village of Libertyville

Year of Contract: 2022, 2023 & 2024

Contact Name: Michael R. Brady

Telephone No: 847-918-2071

Email Address: mbrady@libertyville.com

Special Provisions

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", **Streetlight Painting** conforming to the terms and conditions set forth herein.

Scope of Work

Priming and painting of Village-owned 14' streetlights. The contractor shall provide all labor, equipment, and materials to prime and paint streetlights.

Volume/Estimated Quantity

The quantities identified herein are estimate quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

Surface Preparation

The contractor shall hand tool clean removing as much loosely adhered coating and all surface rust. The Contractor shall be responsible for removing all stickers, tape, etc., as part of the preparation process.

Prime and Paint

The Contractor shall paint all streetlights using one (1) coat of Rust Oleum V7400 Universal Metal Primer (off-white) or approved equivalence, if approved by the Director of Municipal Services or their designee, pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply one (1) finish coat of Rust Oleum V7400 Black or approved equivalence, pursuant to the manufacturer's specification for complete coverage.

Paint and primer shall be applied evenly to prevent drips. If paint or primer is applied using a spray method, the CONTRACTOR shall not spray streetlights on days when wind exceeds twenty (20) M.P.H., unless a protective enclosure is used.

The CONTRACTOR shall apply paint in strict accordance with the applicable manufacturer's printed data sheet and container label outlining minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet damp surfaces and shall not be applied in the rain, snow, fog or mist or when the relative humidity exceeds 85%.

No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours after paint

application. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry.

Streetlights shall not be left unprimed for any period of time after prepping. After application of the primer coat and/or topcoat of paint, the contractor shall place signage on or around the streetlight indicating that there is wet paint. After the primer coat and topcoat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the Municipality before use.

Scheduling of Work

The contractor shall schedule all work with the Municipal Services Director or their designee. The painting streetlights will be done during regular business hours. All streetlights identified by the Municipality shall be primed and painted within 60 (sixty) days of NOTICE TO PROCEED.

Site Preparation and Protection

The contractor shall place a protective barrier at the base of each streetlight. A protective enclosure shall be placed on top of the barrier at the base and around the streetlight to contain slag abrasive and prevent overspray. If necessary, the Municipality will allow the contractor (with prior permission granted) to barricade spaces in public parking areas, such as at the Municipality's train stations, at the request of the contractor to ensure access to the streetlight for the contractor and minimize any damage to vehicles.

If necessary, the Municipality will allow the contractor to barricade spaces in public areas to ensure access to the streetlight for the contractor and minimize or eliminate any potential damage to vehicles.

Site Clean-Up

The contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after the painting has been completed.

Damage to Parkway

Damage to the parkway caused by the contractor shall be repaired by the contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Damage to Private Property

The contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Municipal Services Department on the day of occurrence. Any damages shall be repaired at the contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Municipality).

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Schedule

The undersigned agrees that all work for the contract shall be performed between **September 1** and **October 31** as provided for in the Agreement and must be completed within 30 days of work commencement.

Safety Data Sheets (SDS)

The contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice by each Municipality. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by a Municipality that the workmanship is not sufficient to the Municipality's standards, the Contractor shall return and repair to the satisfaction of the Municipality at no additional cost to the Municipality.

Each Municipality shall be the sole determiner of what constitutes satisfactory workmanship for their Municipality.

Workzone Safety and Property Protection

The contractor shall be responsible for all work zone safety including proper traffic control when necessary. The contractor shall also be responsible for ensuring private property is not damaged while performing the work.

GENERAL SPECIFICATIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Applicable Laws and Regulations

The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

- A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
- B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- D. The Vendor complies with the Illinois Drug Free Work Place Act.
- E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.

- F. The Vendor complies with the Americans with Disabilities Act.
- G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
- H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Authority

The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Bonds

If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has

been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village Board and signed by the Village President or his designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested

public records to the Village within two (2) business days of the request being made by the Village.

The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of
Default Original Contract Amount from
more than to and including calendar day

\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

Guaranty, Warranties and Representations

- A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
- D. It is authorized to sell and install the goods, supplies, equipment and/or services.
- E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
- I. A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation

benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

- i. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
- ii. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
- iv. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- v. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village's principle office address.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

IX. NO PERSONAL LIABILITY

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

Law and Venue

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

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

Taxes, Benefits and Royalties

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate. Each payment by the Village to the Vendor includes all applicable

Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

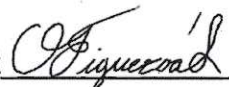
- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

GO PAINTERS INC.
Contractor

Date: 08/06/2025

Attest  EDGAR O. FIGUEROA

**Contractor's Certification Regarding
Non-Payment of Compensation**

GO APINTERS INC hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

GO PAINTERS INC.
Contractor

DATED: 08/06/2024

ATTEST: 

EDGAR O. FIGUEROA

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the ____ day of **August** in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and GO PAINTERS INC. (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2025 Streetlight and Painting RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated July 24, 2025 and as agreed to in the Contractor's Proposal dated August 7, 2025.
2. The Contractor agrees to commence the Work on **September 1**, and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **October 31**.
3. The Village shall pay the Contractor for the performance of the Work to complete 2025 Streetlight RFB a total dollar amount not to exceed XXXXXXX THOUSAND AND NO/100 DOLLARS (\$XXXXXXXX) in accordance with the Contractor's Proposal dated **August 7, 2025**, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:

A. Legal Notice (Advertisement for Bid) published on **July 24, 2025**.

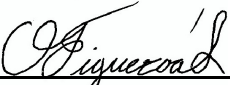
- B. Instructions to Bidders dated **July 24, 2025.**
 - C. Contractor's Proposal dated **August 7, 2025.**
 - D. Contractor's bid bond submitted by GO PAINTERS INC.
in the amount of \$ 1,325.00 dated **August 7, 2025.**
 - E. General Specifications and all additional provisions **August 7, 2025.**
 - F. Contractor's Drug Free Workplace Certification dated **August 7, 2025.**
 - G. Contractor's Certification Regarding Non-Payment of Compensation dated **August 7, 2025.**
 - H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
 - I. Exhibit C – Change Order Form
 - J. Required Performance and Payment Bonds provided by the Contractor.
 - K. Required Insurance Certificates provided by the Contractor.
 - L. Rider to Contract- General Conditions
- 6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
 - 7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.
 - 8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

Contractor:

Village of Western Springs

By: 
EDGAR O. FIGUEROA Secretary

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

Attest:

By: 
JORGE OCEGUERA
President



*Village Seal

By: _____
Jill Izzo, Deputy Village Clerk

Exhibit B

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, EDGAR O. FIGUEROA, having being first

duly sworn, depose and state that I am the

SECRETARY AND PARTNER

(insert "sole owner "partner", "president", "other" proper title)

and the authorized agent of GO PAINTERS INC., which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the 2025 Street Light painting Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department

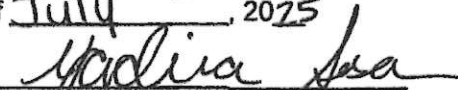
of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: 
Name: Edgar O. Figueroa
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 30 Day
Of July, 2025


Notary Public

Notary Public

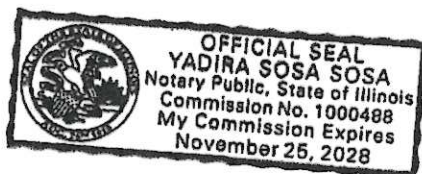


Exhibit C

CHANGE ORDER NO.:

Owner:
Engineer:
Contractor:
Project:
Contract Name:
Date Issued:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Accepted by Contractor

Approved by Funding Agency (if applicable)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bid Bond

CONTRACTOR:

(Name, legal status and address)

GO Painters, Inc.
500 N 6th Avenue
Maywood, IL 60153

SURETY: Philadelphia Indemnity Insurance Company: Pennsylvania Corporation
(Name, legal status and principal place of business)

One Bala Plaza
Suite 100
Bala Cynwyd, PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Western Springs, Illinois
740 Hillgrove Avenue
Western Springs, IL 60558

BOND AMOUNT: Ten Percent (10%) of the Amount of the Bid or \$500.00 whichever is greater

PROJECT:

(Name, location or address, and Project number, if any)

2025 Streetlight Painting RFB

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of August, 2025

Edgar Figueroa
(Witness)

Christie Duise
(Witness)

GO Painters, Inc.
(Principal)

(Title)

Philadelphia Indemnity Insurance Company

(Surety)

(Title)

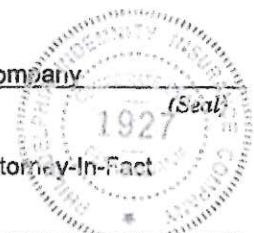
Fernando J.

(Seal)

Officer

[Signature]

John D. Weisbrot, Attorney-In-Fact



Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, MELISSA L. MCDADE, STEVEN M. VARGA OR NANCY NIGRO of Risk Strategies dba JW Bond Consultants, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)



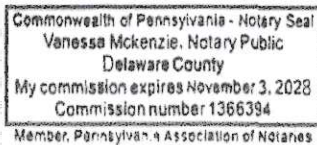
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Linwood, PA

My commission expires:

November 3, 2028

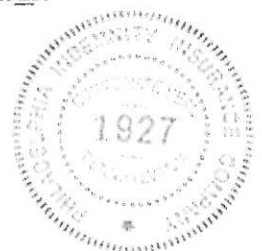
I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of August, 2025.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

Admitted Assets

	As of December 31,	
	2024	2023
Bonds (fair value \$9,153,035 and \$8,720,743)	\$ 9,774,560	\$ 9,263,769
Preferred stocks (fair value \$6,762 and \$8,060)	6,762	8,060
Common stocks (cost \$17,100 and \$18,727)	20,298	21,946
Mortgage loans	980,210	1,060,940
Real estate	45,943	21,033
Derivatives	3,552	-
Other invested assets (cost \$219,302 and \$201,673)	229,008	226,716
Receivables for securities sold	329	4,072
Cash, cash equivalents and short-term investments	176,533	147,539
Cash and invested assets	11,237,195	10,754,075
Premiums receivable, agents' balances and other receivables	1,166,132	1,108,771
Reinsurance recoverable on paid loss and loss adjustment expenses	63,067	57,589
Accrued investment income	94,377	93,350
Receivable from affiliates	6,240	7,123
Federal income taxes receivable	8,824	-
Net deferred tax assets	168,818	162,612
Other assets	19,448	11,103
Total admitted assets	\$ 12,764,101	\$ 12,194,623

Liabilities and Capital and Surplus

Liabilities:

Unpaid loss and loss adjustment expenses	\$ 6,059,913	\$ 5,797,285
Unearned premiums	1,990,597	1,887,004
Reinsurance payable on paid loss and loss adjustment expenses	39,877	35,204
Federal income taxes payable	-	2,352
Ceded reinsurance premiums payable	183,308	152,393
Commissions payable, contingent commissions and other similar charges	310,107	298,124
Funds held	147,288	96,542
Payable to affiliates	20,596	20,862
Provision for reinsurance	78	295
Payable for securities purchased	9,021	12,957
Accrued expenses and other liabilities	54,505	62,438
Total liabilities	8,815,290	8,365,456

Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
---	-------	-------

Surplus:

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	3,558,240	3,438,596
Total surplus	3,944,311	3,824,667
Total capital and surplus	3,948,811	3,829,167
Total liabilities and capital and surplus	\$ 12,764,101	\$ 12,194,623

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Commonwealth of Pennsylvania - Notary Seal
Kimberly A. Kessleski, Notary Public
Montgomery County
My commission expires December 18, 2028
Commission number 1245769
Member, Pennsylvania Association of Notaries

Karen Gilmer-Pauciello, EVP & CFO

Kimberly Kessleski, Notary

Sworn to before me this 3rd day of June 2025.

**DRAFT 08.18.2025
RESOLUTION NO. 25-????**

VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: August 18, 2025
OTHER: _____

**A RESOLUTION ACCEPTING THE LOWEST COST,
QUALIFIED, RESPONSIVE PROJECT BASE BID, AND
AUTHORIZING AN AGREEMENT WITH GO
PAINTERS, INC OF MAYWOOD, ILLINOIS, AND
THE EXPENDITURE OF VILLAGE FUNDS TO PAY
FOR THE PROJECT IN AN AMOUNT NOT TO
EXCEED \$15,000**

WHEREAS, The Village of Western Springs (the “Village”) desires to enter into an agreement for the painting of streetlights located within the Village to ensure that they are well-maintained, which includes the sanding, preparation and repainting of certain Village streetlights (the “Project”); and

WHEREAS, based on competitive bidding of the Project, Go Painters, Inc. of Maywood, Illinois (the “Contractor”) submitted the lowest, qualified, responsive base bid in the amount of \$15,000.00 to complete the Project; and

WHEREAS, the Village received proposals until August 7, 2025 at 10:00 AM Central Time and subsequently reviewed all proposals; and

WHEREAS, at an open public meeting held on August 12, 2025, Village’s Properties and Recreation Committee (“Committee”) reviewed and discussed the Project 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 and authorize the entry of an agreement (the “Contract”) with the Contractor for the completion of the Project (a copy of the Bid Documents, including the Contract is attached hereto as **Group Exhibit “1”** and incorporated herein); and

WHEREAS, at an open public meeting held on August 18, 2025, the President and Board of Trustees of the Village reviewed and discussed the Project, the Contract, and the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input. At its August 18, 2025 meeting, the President and Board of Trustees accepted the Committee’s recommendation to award the Project to the Contractor and authorize and approve the Contract; and

WHEREAS, the President and Board of Trustees of the Village are authorized, under the intergovernmental cooperation powers set forth at Article VII, Section 10 of the 1970 Illinois Constitution and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/*et seq.*), to approve and enter into the attached Contract, and find that it is in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached Contract.

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

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

Section 2: Award of Bid and Approval and Authorization of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of a contract (the "Contract"), substantially in the form attached hereto as part of **Group Exhibit "1"** which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, for the purpose of accepting the lowest cost, qualified, responsive base bid submitted by Go Painters, Inc. of Maywood, Illinois (the "Contractor") to complete the Project. 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 version of the Contract, and such other instruments and documents that are necessary to fulfill the Village's obligations under the Contract.

Section 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of funds from the Village's General Fund and/or such other available Village funds to pay the Village's financial obligations under the Contract, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the Contract.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached Contract to the Clerk's office and contractor.

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 18th day of August, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "1"

BID DOCUMENTS INCLUDING CONTRACT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND GO PAINTERS, INC. OF MAYWOOD, ILLINOIS FOR THE PAINTING OF STREETLIGHTS

(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 ACCEPTING THE LOWEST COST, QUALIFIED, RESPONSIVE PROJECT BASE BID,
AND AUTHORIZING AN AGREEMENT WITH GO PAINTERS, INC. OF MAYWOOD, ILLINOIS,
AND THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT
IN AN AMOUNT NOT TO EXCEED \$15,000.00**

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

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 10.B.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance

RE: Supplies Purchase for the 2025 Streetscape and Beautification Project (Omnibus Item)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on August 12, 2025 and recommended the approval of the purchase of benches, garbage cans, and bike racks within the TIF District.

Summary

The Village has identified various locations within the Central Business District (CBD) for the replacement or installation of new benches, garbage cans, and bike racks for 2025 as part of a separate follow-up project to the 2024 Burlington Avenue Streetscape and Watermain Improvements. The project calls for the purchase and installation at the following locations:

Burlington Avenue: Wolf Road to Grand Avenue

- 7 Benches
- 6 Garbage Cans
- 5 Bike Racks (at two locations)

West Train Platform

- 4 Garbage Cans

Hillgrove Avenue: Woodland Avenue to Howard Avenue

- 4 Garbage Cans
- 6 Benches

The bench, garbage can, and bike rack designs are identified in the 2016 Downtown Revitalization and Refinement Project design guidelines. The Village is requesting a waiver of the bid as the purchase of the items will be direct from the manufacturer, Thomas

Steele/Madrax. Village staff are currently obtaining final pricing information from the manufacturer. The final quote for the benches and garbage cans is \$37,503.26 and the pre-final estimate for bike racks is \$1,227.00, bringing the total to \$38,730.26.

The Burlington Avenue Streetscape project received a deductive change order earlier this year, allowing for additional TIF Funds to cover the replacement of all three item categories for 2025.

Financial Impact

Account 5201395 55154
Fund Downtown North TIF District
2025 Budget \$0
Project Cost \$38,730.26

Recommended Motion

I move to recommend to approve of the purchase of benches, garbage cans and bike racks within the TIF District.

Strategic Plan Alignment

- Infrastructure Improvements
- Economic Development

File Attachments

1. Proposed CBD Bench Replacement Locations
2. Downtown-Revitalization-Refinement-Project---2016-PDF
3. Exhibit _1_ Vendor Contract between Thomas Steele_Madrax for the Purchase of Benches, Garbage Cans and Bike Racks for the 2025 S
4. Resolution No. 25-_____ re Waiving the Competitive Bid Process in Lieu of Purchase from a Sole Source Vendor and Approving and Au
5. Group Exhibit A Part 1 of 2 to TIF Authorization Ordinance AND Resolution Authorizing 2025 Streetscape Exepnditures (Steele_ Mad
6. Group Exhibit A Part 2 of 2 to TIF Authorization Ordinance and Resolution Approving and Authorizing 2025 Streetscape Beautificat





Village of Western Springs

Downtown Revitalization Refinement Project

June 27, 2016



Metal Bench



Description

Carnival Armless Bench by Thomas Steele (CRBA-5)
Length: 5-foot
Color: Black with E-Steele finish
Mounting: Surface mount with stainless steel hardware

Location

Active Zones near pedestrian crosswalks and in locations to visually discourage vehicles.
Progressive Zones as shown on plan

Comments

Surface mount with s. steel fasteners.

Stone Bench



Description

Lannon dolomitic limestone by Halquist Stone
Classification: Class 3
Finish: Rock-faced on vertical faces
Saw-cut on bottom face
Honed finish on top face with chamfered edges

Location

South side of Hillgrove Avenue along walkway between Lawn Avenue and Wolf Road for seating. The stone bench is to be utilized as an alternative to a metal bench where short term seating is desired and the natural character of the stone complements the context.

Comments

Hone seating surface and chamfer top edges. Set level to grade utilizing an aggregate drainage base.

Bollard



Description

R-7539 Decorative Bollard and R-7539-B Bike Bollard by Reliance Foundry
Material: Ductile iron
Color: Black Textured

Location

Place in areas to visual obstruct vehicular traffic and provide a sense of security to Progressive zone - Temporary bollards are to be located on Hillgrove Avenue at Grand Avenue and Lawn Avenue (see plan) to prevent vehicle traffic from entering the Woonerf area during events. Black PVC coated chain can be used should a further barrier be desired as a deterrent method.

Comments

Provide security bollards if crash prevention is the objective.
Provide removable bollards when temporary placement is desired.
Use bollard with bike rack option if bollards may also have room to accommodate bike parking.

Litter Receptacle



Description

Carnival Dual Litter Receptacle by Thomas Steele (CTR2-32-DOOR)
Color: Black with E-Steele finish
Lid: Hinged dome lid
Liner: LIN-32 liner

Location

Active, Progressive and Transition zone corner intersections along Hillgrove Avenue and Burlington Avenue

Comments

No mounting is required.

Specialty Seating



Description

Vista Chair by Forms + Surfaces
Color: Black Texture Powdercoat

Column Table by Forms + Surfaces
Color: Black Texture Powdercoat

Location

Adjacent to a commercial business that desires seating for patrons.
Directly in front of business, limit to the street facing width of the building.

Comments

Do not obstruct the flow of pedestrians along walkway- place specialty seating to allow adequate room for pedestrian travel between dining area and business facade on walkway.



Parc Centre Chair by Landscape Forms
Color: Black Powdercoat

Specialty Items



Description

Temporary and permanent installations for visual and activity stimulation.
Infrastructure to support activities: electrical power and distribution requirements

Location

Artwork within 'perennial areas' at corners and mid-block raised planters.
Tower Green improvements: increase power supply for special events, refurbish walkway lighting, grading and drainage structures to improve lawn area drainage.
Hillgrove Avenue immediately south of the Tower Green as a Woonerf

Comments

During workshops the conclusion reached that the Tower Green lawn area should not be compromised by additional paving which consumes the existing lawn areas. Therefore, recapturing the street as an extended plaza (Woonerf) for those activities that need a stable hard surface, became the desired direction. Design of the hard surface plaza area needs to be pedestrian friendly and permit vehicles to move through the space, yet able to separate pedestrians from vehicles to maximize safety during events. Updated infrastructure needs to be provided to address the future electrical and drainage considerations.

Examples of temporary activities which the Woonerf would accommodate are; Farmer's Market, car cruise night, food trucks, children's art festival and those events that currently occur on Hillgrove Avenue south of the Tower Green. Additional examples are picture on the inner cover of this report.



**VENDOR CONTRACT FOR
GOODS, SUPPLIES AND SERVICES
(Contractor: Thomas Steele/ MADRAX)**

This Vendor Contract for Goods, Supplies and Services is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and Thomas Steele / MADRAX (the "Vendor"), and is dated as of August _____, 2025 (the "Contract"). The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

IN CONSIDERATION of the mutual promises, performance of certain obligations and payment of financial consideration by the Parties, as set forth below and in the attachments to this Contract, the Vendor agrees to provide the goods and supplies and/or perform the services, collectively defined as "Work" below, and the Village agrees to pay for the services as set forth in this Contract.

1. **Contract.** This Contract shall incorporate and include the following exhibits:
 - a. Vendor's Invoice, Purchase Order or Agreement, or similarly titled document, (the "Invoice/Purchase Order/Agreement"), which describes the certain goods, supplies and services to be performed, provided, delivered, supplied and/or installed by the Vendor (the "Work") for the benefit of the Village, which consists of Quote 80183, dated August 7, 2025, and Quote 80467, dated August 14, 2025, and a true and correct copy of said Invoice/Purchase Order/Agreement is attached hereto as **Group 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 **Group Exhibit "A"** (Invoice/Purchase Order/Agreement/Agreement) and **Exhibit "B"** (Rider to Contract - General Conditions), the language of **Exhibit "B"** (Rider to Contract - General Conditions) shall supersede and control, but only to the extent that the language therein is more restrictive in that it provides the Village with greater protections and/or benefits.
3. **Provision of the Goods, Supplies, Equipment and/or Services.** The Vendor agrees to perform, provide, deliver, supply and/or install all of the goods, supplies and/or services as set forth in the Vendor's Invoice/Purchase Order/Agreement attached hereto as **Group Exhibit "A"**.
4. **Payment to Vendor.** Provided that the Vendor performs in accordance with the terms and provisions of this Contract, the Village agrees to pay the Vendor for the goods, supplies and/or services at the stated prices and pursuant to the payment schedule (if any) set forth in the Vendor's Invoice/Purchase Order/Agreement attached hereto as **Group Exhibit "A"** in the amount of \$80,925.00; however, the financial payments and any penalties associated with late payments due under this Contract shall be paid by the Village only in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).

5. **Notice to Proceed With the Work.** The Vendor shall commence the Work under this Contract only upon issuance of written Notice to Proceed from the Village delivered to the Vendor and shall complete the Work within **thirty (30) calendar days** from the date of the Notice to Proceed or as otherwise stated in the Vendor's Invoice/Purchase Order (the "Completion Date").
- a. The Vendor shall diligently and continuously work on the Work until the completion of the Work or upon the termination of this Agreement, but in no event later than the Completion Date. The Parties may mutually agree in writing to modify the Completion Date. Delays caused by the Village shall extend the Completion Date in equal proportion to the delay caused by the Village. In the event that the Vendor performs any Work and incurs any expenses in furtherance of the Work prior to receiving a written notice to proceed from the Village in regard to the Work or any phase of the Work, the Work performed and the expenses incurred are at the Vendor's sole risk, and such Work and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the Village. The actual, documented Work performed prior to the issuance of the the Village notice to proceed shall be paid by the Village as part of the "not to exceed" Fee provided by this Agreement.
 - b. Suspension of Work. The Village, at any time and for any reason, may suspend work on any or all Work by issuing a written work suspension notice to the Vendor. The Vendor must stop the performance of all Work within the scope of the suspension notice until the Village directs the Vendor in writing to resume performance of the Work.
 - c. Phasing of Scope of Work. The Vendor shall not commence performance of the Work on the initial phase or any subsequent phase of the Scope of Work, unless it first receives a written Notice to Proceed from the Village Representative. In the event that the Village decides not to proceed with the Work or any subsequent phase of the Work for any reason, this Contract shall terminate upon written notice to the Vendor issued by the Village advising of the termination of the Contract. In such case, the Village shall be liable to the Vendor only for payment of all actual, completed, documented Work, based on a prorated value of the contract price or the actual amount of quantities of deliverables or completed work if the contract pricing is based on unit pricing, through the date of termination. The Vendor agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of this Contract by the Village based on the Village's decision not to proceed with the Work or any phase of the Scope of Work. The Vendor understands and agrees that funds for payment of each Phase of the Work and the Work related thereto are subject to the availability of an annual or periodic appropriations for this purpose by the appropriate federal or State agencies or the Village. In the event of non-receipt of funds marked for appropriation for this Work from the appropriate State agencies or nonappropriation of funds by the Village for the work and Work to be provided under this Contract, the Village will either not authorize the Vendor to commence the next Phase of the Work or, if a Phase has been commenced, this Contract shall be terminated, without termination charge or responsibility for or obligation to the Vendor or for damages or other liability beyond the payment of all actual, completed work and Work that conform to the approved plans through the date of termination. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this Contract beyond the date of

termination. For the purposes of this Contract, the phases for the Work are set forth in **Group Exhibit "A"**.

- d. Reporting; Delivery Date of Final Report. The Vendor shall regularly, and no less than bi-weekly, provide both written and verbal reports to the Village Manager to the Village and to any other Village staff or officials upon request regarding the progress of the Work. The Village Manager can require more frequent reporting by the Vendor at any time. Upon final completion of the Work, the Vendor shall deliver a final written report addressed to the Village and with copies delivered to the Village Manager that confirms the completion of the Work (the "Final Report"). The Final Report shall be completed and delivered to the Village on or before the Completion Date.
 - e. Electronic Reporting. In addition to providing the Village with paper copies of all reports, data or results and the Final Report, the Vendor (and the Primary Representative) shall, to the extent possible, submit documentation regarding the Work to the Village electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for all Parties.
 - f. Final Acceptance. The Work, or, if the Work are to be performed in separate phases, each phase of the Work, shall be considered complete on the date of final written acceptance by the Village Manager of the Work or each phase of the Work, as the case may be, which acceptance shall not be unreasonably withheld or delayed.
6. **Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**
7. **Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

SIGNATURE PAGE TO FOLLOW

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

VENDOR: THOMAS STEELE/MADRAX

By: _____
Name: _____
Village President or Manager

By: _____
Name: _____
Authorized Corporate Officer

Date: _____, 2025.

Date: _____, 2025.

ATTEST:

NOTARY PUBLIC

By: _____
Name: _____
Village Clerk

By: _____

Date: _____, 2025.

Date: _____, 2025.

SEAL / STAMP

Group Exhibit "A"

**Vendor's Quote #80173, dated August 7, 2025, and
Vendor's Quote #80467, dated August 14, 2025**

(attached)

Exhibit "B"

**Rider to
Vendor Contract for Goods, Supplies and Services
(General Provisions)**

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities and its performance of this Contract.
4. **Bonds.** If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate upon 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. All performance and material bonds provided by Contractor under the terms of this Contract shall include such provisions as will guarantee the faithful performance of the contractor's obligations under this Section and under all applicable Federal, State and local laws concerning prevailing wage rates, including the Illinois Prevailing Wage Act, 820 ILCS 130/. The Contractor and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act and the Davis Bacon Wage Act throughout the duration of the Contract.
5. **Payment and Liens.** If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the Work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total Contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

6. **Successors/Assigns.** This Contract shall enure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the Parties hereto. This Contract and the obligations it imposes upon the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.
7. **Severability.** In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.
8. **Entire Agreement.** This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.
9. **Litigation, Venue and Governing Law.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
10. **Applicable Laws and Regulations.** The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:
 - a. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in

this 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 **Group 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, insurance policies and endorsements 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 to the Village's own insurance 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 Vendor and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Contract. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 14 shall survive the termination of this Contract.

15. **Indemnification.** To the fullest extent permitted by Illinois law, the Vendor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract, but only to the extent caused by the negligent act, misconduct or omission of the Vendor or anyone or entity directly or indirectly employed by the Vendor for whose acts Vendor may be liable.

Waiver and Assumption of Liability. The Vendor assumes all liability for personal injuries or illness of any kind or death that might occur to itself while acting under this Contract. The Vendor assumes all liability and responsibility for 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 Party 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 Group 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: (A) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (B) 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.

19. **Inspections By Village.** During the term of this Contract, the Village, or its designee, shall have the right at any time and from time to time to enter upon the Project site for the purpose of

conducting such inspections in order to confirm that the Work is being performed in accordance with the terms of the Contract. In the event that the Village, or its designee, discovers a noncompliance matter or a defect or deficiency in the construction of the, the Project, the Village, or its designee, shall notify the Contractor thereof in writing within five (5) calendar days. Any such inspection by the Village, or its designee, shall not be construed as a representation by the Village, or its designee, that there has been compliance with the Contract Documents, this Contract or that the Project will be or are free of faulty materials or workmanship, or as a waiver of any right that the Village, or its designee, or any other party may have against the Construction, its agents or any subcontractors or any other party for failure to comply with the Contract Documents or the provisions of this Contract.

20. **FOIA Compliance.** Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract. The Contractor acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10).
21. **Open Book Project; Audit.** The Project will be an "open book" project, and the Village and the general contractor (or contractors, if more than one) will ensure access by the Village Superintendent, or their designee, upon request for the purpose of reviewing and auditing the Contractor's or its subcontractors' respective books and records relating to the Project.

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 _____, 2025.

Commission expires _____, ____.

Notary Public

DRAFT 8.18.2025
RESOLUTION NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: August 18, 2025

OTHER: 2/3rds Majority Vote of Trustees
Required

**A RESOLUTION WAIVING THE COMPETITIVE BID
PROCESS IN LIEU OF PURCHASE FROM A SOLE
SOURCE PROVIDER AND AUTHORIZING AND
APPROVING A VENDOR CONTRACT FOR THE
PURCHASE OF BENCHES, GARBAGE CANS, AND
BIKE RACKS FOR THE CENTRAL BUSINESS
DISTRICT FROM THOMAS STEELE/MADRAX OF
WAUNAKEE, WISCONSIN IN AN AMOUNT NOT
TO EXCEED \$40,000.00**

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village") desire to purchase benches, garbage cans, and bike racks (the "Goods") from Thomas Steele/Madrax of Waunakee, Wisconsin (the "Vendor"). The Village will enter into a Vendor Contract for Goods, Supplies and Services ("Contract"), which is attached hereto as **Exhibit "1"** and made a part hereof. The source of funds to pay for the purchase are those funds available in the Downtown North TIF Fund; and

WHEREAS, in 2016, the benches, garbage cans, and bike racks were identified as part of the design guidelines in the Downtown Revitalization Refinement Project and are manufactured by sole source, Thomas Steele/Madrax (the "Vendor"), a direct-sale manufacturer. The proposal for purchase of the Goods totals a not-to-exceed value of \$38,729.71, plus shipping and handling costs, for a total not-to-exceed amount of \$40,000.00; and

WHEREAS, at an open public meeting held on August 12, 2025, the Village's Properties and Recreation Committee (the "Committee") reviewed and discussed the Contract, and received input and a recommendation from the Village staff to consider waiving the local competitive bidding process and entering into the Contract with the Vendor, and provided an opportunity for public input on the matter. At its August 12, 2025 meeting, the Committee recommended that the Village Board waive the competitive bidding process and approve the Contract with the Vendor; and

WHEREAS, at an open public meeting held on 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 matter. At its August 18, 2025 Regular Village Board Meeting, the President and Board of Trustees of the Village accepted the Committee's recommendation to waive the competitive bidding process to enter into the Contract with the Vendor; and

WHEREAS, pursuant to Section 1-13-6 (Purchases and Purchasing Agent) of the Village of Western Springs Municipal Code ("Village Code"), all purchase orders or contracts for supplies, materials, equipment or contractual services involving the expenditure of more than \$25,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the Trustees elected; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/ *et seq.*), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7

(Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Western Springs are authorized to approve the waiver of the local competitive bidding process and enter into the Contract, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to enter into the Contract.

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

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

SECTION 2: Approval of Bid Waiver and Approval and Execution of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve the waiver of the competitive bidding process and approve and authorize the execution of the Contract, substantially in the form attached hereto as **Exhibit "1"** and made a part hereof, which may contain certain non-substantive and non-financial modifications that are approved by the Village attorney, and authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Contract, and such other instruments and documents that are necessary to fulfill the Village's obligations under the Contract.

SECTION 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of funds from the Village Downtown North TIF Fund, the Village's Water and Sewer Fund, and/or other available funds to pay the Village's financial obligations under the Contract, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under the Contract.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and a fully executed version of the attached Contract to the Vendor for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its passage 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 18th day of August, 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
THOMAS STEELE/MADRAX OF WAUNAKEE, WISCONSIN
FOR THE PURCHASE OF BENCHES, GARBAGE CANS, AND BIKE RACKS
IN AN AMOUNT NOT TO EXCEED \$40,000.00**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS IN LIEU OF PURCHASE FROM A SOLE SOURCE PROVIDER AND AUTHORIZING AND APPROVING A VENDOR CONTRACT FOR THE PURCHASE OF BENCHES, GARBAGE CANS, AND BIKE RACKS FOR THE CENTRAL BUSINESS DISTRICT FROM THOMAS STEELE/MADRAX OF WAUNAKEE, WISCONSIN IN AN AMOUNT NOT TO EXCEED \$40,000.00

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

Edward Tymick, Village Clerk

SEAL

Graber Manufacturing

1080 Uniek Drive
Waunakee, WI 53597

Voice: 608.849.1080
Fax: 608.849.1081

QUOTATION

Quote Number: 0080467
Quote Date: 8/14/2025

Quoted To:

Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

ShipTo:

Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Customer ID	Good Thru	Payment Terms	Sales Rep
VLLGWS		Net 30 Days	LS

Qty	Item	Description	Unit Price	Amount
5	UX200-SF-P	UX' Rack - 2 Sq. Tube - 31 L - Surface Mount - Powder Coated	239.00	1,195.00
5	RT3835-Z-4	STUD 3/8 x 3-1/2 - Removable Concrete Anchor - Zinc Plated - 4 Each	6.29	31.45
			Subtotal:	1,226.45

Sales Tax: 0.00

TOTAL: 1,226.45

WE ARE A SUPPLIER ONLY: As a supplier only, we are not subject to subcontractor terms and conditions. The customer is responsible for completeness, accuracy, and conformity to their plans and specifications. We will not proceed with orders until all details such as materials, options, colors, etc. are complete and accurate.

MILL CERTIFICATE AVAILABLE IF SPECIFICALLY REQUESTED AND QUOTED IN ADVANCE.

PRICING: Quoted prices will be held for 30 days. Changes in quantities will effect prices. All prices are in U.S. Dollars.

SHIPPING AND HANDLING CHARGES: Shipping charges are estimated and are subject to actual shipping charges incurred at the time of shipment. Unless indicated above, shipping charges do not include unloading and placement. Please see our shipping information for available services and pricing.

LEAD TIMES: We appreciate your patience as we work to complete your project within the original timeframe. Please note that lead times and estimated ship dates are indeed subject to change due to various factors beyond our control.

CUSTOMER DELAYS: Customer delays greater than two weeks after notification that the goods are ready to ship will incur storage charges at the rate of 1% of the sale amount per day.

TAXES: Customers are responsible for all applicable taxes. Tax exemption certificate must be submitted prior to order placement.

CANCELLATION: Orders cancelled more than two weeks after placement are subject to a 30% to 100% charge based upon cost incurred. Custom orders cannot be cancelled.

COMPLETE TERMS AND CONDITIONS: Additional terms and conditions are attached.

Graber Manufacturing

1080 Uniek Drive
Waunakee, WI 53597

Voice: 608.849.1080
Fax: 608.849.1081

QUOTATION

Quote Number: 0080173

Quote Date: 8/7/2025

Quoted To:

Village of Western Springs
1440 Hillgrove Avenue
Western Springs, IL 60558

ShipTo:

Village of Western Springs
1440 Hillgrove Avenue
Western Springs, IL 60558

Customer ID	Good Thru	Payment Terms	Sales Rep
VLLGWS	9/6/2025	Net 30 Days	LS

Qty	Item	Description	Unit Price	Amount
12	CRB-6-VS-P	Carnival 6' Bench - Vertical Strap - e-Steele Color: Black	1,359.00	16,308.00
12	RT3835-S-4	STUD 3/8 x 3-1/2 - Removable Concrete Anchor - Stainless Steel - 4 Each	14.09	169.08
2	CRB-8-VS-P	Carnival 8' Bench - Vertical Strap - e-Steele Color: Black	1,479.00	2,958.00
2	RT3835-S-4	STUD 3/8 x 3-1/2 - Removable Concrete Anchor - Stainless Steel - 4 Each	14.09	28.18
9	CRTRD-32-P	Carnival Receptacle with Door - 32 Gal. - e-Steele Color: Black	1,269.00	11,421.00
9	LIDD-D-P	Lid for Receptacle with Door - Dome - e-Steele Color: Black	280.00	2,520.00
1	CRTR2D-32-P	Carnival Dual Receptacles with Doors - 32 Gal. - e-Steele Color: Black	2,339.00	2,339.00
2	LIDD-D-P	Lid for Receptacle with Door - Dome - e-Steele Color: Black	280.00	560.00
1	/SHIPPING	Shipping Charges	1,050.00	1,050.00
1	/HANDLING	Handling Charges	150.00	150.00
0	/TAXEXEMPT	Tax Exempt Form on File	0.00	0.00
Subtotal:				37,503.26

Sales Tax: 0.00

TOTAL: 37,503.26

WE ARE A SUPPLIER ONLY: As a supplier only, we are not subject to subcontractor terms and conditions. The customer is responsible for completeness, accuracy, and conformity to their plans and specifications. We will not proceed with orders until all details such as materials, options, colors, etc. are complete and accurate.

MILL CERTIFICATE AVAILABLE IF SPECIFICALLY REQUESTED AND QUOTED IN ADVANCE.

PRICING: Quoted prices will be held for 30 days. Changes in quantities will effect prices.
All prices are in U.S. Dollars.

Graber Manufacturing

1080 Uniek Drive
Waunakee, WI 53597

Voice: 608.849.1080
Fax: 608.849.1081

QUOTATION

Quote Number: 0080173
Quote Date: 8/7/2025

Quoted To:
Village of Western Springs 1440 Hillgrove Avenue Western Springs, IL 60558

ShipTo:
Village of Western Springs 1440 Hillgrove Avenue Western Springs, IL 60558

Customer ID	Good Thru	Payment Terms	Sales Rep
VLLGWS	9/6/2025	Net 30 Days	LS

Qty	Item	Description	Unit Price	Amount
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SHIPPING AND HANDLING CHARGES: Shipping charges are estimated and are subject to actual shipping charges incurred at the time of shipment. Unless indicated above, shipping charges do not include unloading and placement. Please see our shipping information for available services and pricing.

LEAD TIMES: We appreciate your patience as we work to complete your project within the original timeframe. Please note that lead times and estimated ship dates are indeed subject to change due to various factors beyond our control.

CUSTOMER DELAYS: Customer delays greater than two weeks after notification that the goods are ready to ship will incur storage charges at the rate of 1% of the sale amount per day.

TAXES: Customers are responsible for all applicable taxes. Tax exemption certificate must be submitted prior to order placement.

CANCELLATION: Orders cancelled more than two weeks after placement are subject to a 30% to 100% charge based upon cost incurred. Custom orders cannot be cancelled.

COMPLETE TERMS AND CONDITIONS: Additional terms and conditions are attached.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 10.C.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: Public Works Entrance Gate - Deductive Change Order No. 1 (Omnibus Item)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on August 12, 2025 and recommended the approval of deductive Change Order No. 1 for the Public Works Entrance Gate.

Summary

On October 28, 2024, the Village Board approved Resolution No. 24-2847, for the installation of the Public Works Entrance Gate.

The original proposal, by Robe, Inc., included the installation of the access gate, as well as security systems for the gate. After further consultations with the IT department, staff determined an alternate vendor, Verkada, offered a security system that better met the needs of the Village and would align with future IT projects.

The removal of the installation of the security access and labor from the scope of work decreased the total cost for the project from \$122,150.98 to \$106,498.08, a reduction of \$14,652.90.

Financial Impact

Account 4104310 62010

Fund Capital - Land Improvements

2025 Budget \$125,000

Project Cost \$106,498.08

Recommended Motion

I move to approve deductive Change Order No. 1 for the Public Works Entrance Gate.

Strategic Plan Alignment

None.

File Attachments

1. Public Works Entrance Gate - Proposal Credit
2. CHANGE ORDER NO 1. - PUBLIC WORKS ENTRANCE GATE
3. Resolution No. 25-_____ re Approving the Low Cost Bid and Authorizing Entry of a Contract with Go Painters Inc for Painting of Streetlights(2063757.1)
4. Exhibit A to Resolution No. 25-_____ re Awarding Bid to Lowest Cost Bidder Go Painters and Approving and Authorizing Contract for Streetlight Paint

Work Order Signature Document

Contract No.:IL-R1-GC-122122-ROB

☐

New Work Order

☒

Modify an Existing Work Order

Work Order #: 129504.01 Work Order Date: _____

Owner PO No: _____

Title: Village of Western Springs - Public Works Entrance Gate Credit Supplemental

Owner Name: SOURCEWELL - ILLINOIS - Village of Western Springs Contractor Name: Robe Inc

Contact: _____ Contact: Sean White

Phone: _____ Phone: _____

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No IL-R1-GC-122122-ROB.

Brief Work Order Description:

Village's security contractor handled the security portion of the work. Robe issuing a supplemental work order to reflect the portion of the project not completed per original work order document dated 8/20/24.

Work Order Firm Fixed Price: (\$14,652.90)

Owner Purchase Order Number: _____

Approvals

Owner

Date

Contractor

Date

Sean White

7/31/2025

Detailed Scope of Work

Date: 7/30/2025
Work Order #: 129504.01
Title: Village of Western Springs - Public Works Entrance Gate Credit Supplemental
Contractor: Robe Inc
Contractor Number: IL-R1-GC-122122-ROB
Job Order Value: (\$14,652.90)

Location: Village of Western Springs - Public Works Entrance Gate

Brief Scope:

The village’s security contractor handled the security portion of the work. Robe issuing a supplemental work order to reflect the portion of the project not completed per original work order document dated 8/20/24.

Dear Matthew Supert,

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work:

Detailed Scope:

The village’s security contractor handled the security portion of the work. Robe issuing a supplemental work order to reflect the portion of the project not completed per original work order document dated 8/20/24.

Requirements:

Should you have any questions, please do not hesitate to contact me at 773.988.4519.

Contractor Price Proposal Summaries - CSI

Date: 7/30/2025
Work Order #: 129504.01
Title: Village of Western Springs - Public Works Entrance Gate Credit Supplemental
Contractor: Robe Inc
Contractor Number: IL-R1-GC-122122-ROB
Job Order Value: (\$14,652.90)

Proposal Name: Village of Western Springs - Public Works Entrance Gate Credit Supplemental
Proposal Value: (\$14,652.90)

To: Project Manager
From: Sean White
Project Manager
Robe Inc

CSI Section	LineTotal
01 - General Requirements	(\$7,842.13)
27 - Communications	(\$6,810.77)
Grand Total:	(\$14,652.90)

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00

Contractor Price Proposal Details - CSI

Date: 7/30/2025
Work Order #: 129504.01
Title: Village of Western Springs - Public Works Entrance Gate Credit Supplemental
Contractor: Robe Inc
Contractor Number: IL-R1-GC-122122-ROB
Job Order Value: (\$14,652.90)

Proposal Name: Village of Western Springs - Public Works Entrance Gate Credit Supplemental
Proposal Value: (\$14,652.90)

CSI Number	Mod	UOM	Description	LineTotal										
01 - General Requirements														
1	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	(\$1,069.63)										
<table><tr><td></td><td>Qty</td><td>Unit Price</td><td>Factor</td><td>Total</td></tr><tr><td>Installation</td><td>(995.000 X)</td><td>\$1.00 X</td><td>1.0750</td><td>(\$1,069.63)</td></tr></table>						Qty	Unit Price	Factor	Total	Installation	(995.000 X)	\$1.00 X	1.0750	(\$1,069.63)
	Qty	Unit Price	Factor	Total										
Installation	(995.000 X)	\$1.00 X	1.0750	(\$1,069.63)										
Contractor Notes: Alt Add to base bid for UPS for Access Control Workstation														
2	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	(\$6,772.50)										
<table><tr><td></td><td>Qty</td><td>Unit Price</td><td>Factor</td><td>Total</td></tr><tr><td>Installation</td><td>(6,300.00 X)</td><td>\$1.00 X</td><td>1.0750</td><td>(\$6,772.50)</td></tr></table>						Qty	Unit Price	Factor	Total	Installation	(6,300.00 X)	\$1.00 X	1.0750	(\$6,772.50)
	Qty	Unit Price	Factor	Total										
Installation	(6,300.00 X)	\$1.00 X	1.0750	(\$6,772.50)										
Contractor Notes: Alt Add to base bid for long range Reader														
Subtotal for 01 - General Requirements:				(\$7,842.13)										
27 - Communications														
3	27 51 17 00-0009	EA	Surface Or Flush Wall Mount Audio/Video Door Station (Aiphone IX-DVF)	(\$3,063.51)										
<table><tr><td></td><td>Qty</td><td>Unit Price</td><td>Factor</td><td>Total</td></tr><tr><td>Installation</td><td>(2.000 X)</td><td>\$1,424.89 X</td><td>1.0750</td><td>(\$3,063.51)</td></tr></table>						Qty	Unit Price	Factor	Total	Installation	(2.000 X)	\$1,424.89 X	1.0750	(\$3,063.51)
	Qty	Unit Price	Factor	Total										
Installation	(2.000 X)	\$1,424.89 X	1.0750	(\$3,063.51)										

CSI Number	Mod	UOM	Description	LineTotal
27 - Communications				
4	27 51 17 00-0014	EA	IP Video Master Station (Aiphone IX-MV)	(\$1,969.80)
			Qty Unit Price Factor Total	
			Installation (1.000) X \$1,832.37 X 1.0750 (\$1,969.80)	
5	27 51 17 00-0019	EA	Stainless Steel Surface Mount Box For AX-DVF (Aiphone SBX-AXDVF)	(\$534.94)
			Qty Unit Price Factor Total	
			Installation (2.000) X \$248.81 X 1.0750 (\$534.94)	
6	27 52 23 00-0022	EA	Local Receiver With Relay (110 Volt AC); LE9	(\$1,242.52)
			Qty Unit Price Factor Total	
			Installation (1.000) X \$1,155.83 X 1.0750 (\$1,242.52)	
Subtotal for 27 - Communications:				(\$6,810.77)
Grand Total:				(\$14,652.90)

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00

CHANGE ORDER NO. 1:**Public Works Entrance Gate Project**

Owner: Village of Western Springs
Engineer:
Contractor: Robe, Inc
Project: Public Works Entrance Gate
Contract Name: Public Works Entrance Gate
Date Issued: 10/28/2024

The Contract is modified as follows upon execution of this Change Order:

Description: Decrease in Contract Price

Attachments:

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ \$121,150.98		Substantial Completion:	
		Ready for final payment:	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ N/A		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ \$121,150.98		Substantial Completion:	
		Ready for final payment:	
Decrease this Change Order:		[Increase] [Decrease] this Change Order:	
\$ \$14,652.90		Substantial Completion:	
		Ready for final payment:	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ \$106,498.08		Substantial Completion:	
		Ready for final payment:	

Recommended by Staff (if required)

By: Diana Puga
Title: Municipal Services Coordinator
Date: 08/07/2025

Accepted by Contractor

By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____

DRAFT 08.18.2025
RESOLUTION NO. 25-????

VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: August 18, 2025
OTHER: _____

A RESOLUTION ACCEPTING THE LOWEST COST,
QUALIFIED, RESPONSIVE PROJECT BASE BID, AND
AUTHORIZING AN AGREEMENT WITH GO
PAINTERS, INC OF MAYWOOD, ILLINOIS, AND
THE EXPENDITURE OF VILLAGE FUNDS TO PAY
FOR THE PROJECT IN AN AMOUNT NOT TO
EXCEED \$15,000

WHEREAS, The Village of Western Springs (the “Village”) desires to enter into an agreement for the painting of streetlights located within the Village to ensure that they are well-maintained, which includes the sanding, preparation and repainting of certain Village streetlights (the “Project”); and

WHEREAS, based on competitive bidding of the Project, Go Painters, Inc. of Maywood, Illinois (the “Contractor”) submitted the lowest, qualified, responsive base bid in the amount of \$15,000.00 to complete the Project; and

WHEREAS, the Village received proposals until August 7, 2025 at 10:00 AM Central Time and subsequently reviewed all proposals; and

WHEREAS, at an open public meeting held on August 12, 2025, Village’s Properties and Recreation Committee (“Committee”) reviewed and discussed the Project 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 and authorize the entry of an agreement (the “Contract”) with the Contractor for the completion of the Project (a copy of the Bid Documents, including the Contract is attached hereto as **Group Exhibit “1”** and incorporated herein); and

WHEREAS, at an open public meeting held on August 18, 2025, the President and Board of Trustees of the Village reviewed and discussed the Project, the Contract, and the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input. At its August 18, 2025 meeting, the President and Board of Trustees accepted the Committee’s recommendation to award the Project to the Contractor and authorize and approve the Contract; and

WHEREAS, the President and Board of Trustees of the Village are authorized, under the intergovernmental cooperation powers set forth at Article VII, Section 10 of the 1970 Illinois Constitution and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/*et seq.*), to approve and enter into the attached Contract, and find that it is in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached Contract.

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

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

Section 2: Award of Bid and Approval and Authorization of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of a contract (the "Contract"), substantially in the form attached hereto as part of **Group Exhibit "1"** which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, for the purpose of accepting the lowest cost, qualified, responsive base bid submitted by Go Painters, Inc. of Maywood, Illinois (the "Contractor") to complete the Project. 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 version of the Contract, and such other instruments and documents that are necessary to fulfill the Village's obligations under the Contract.

Section 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of funds from the Village's General Fund and/or such other available Village funds to pay the Village's financial obligations under the Contract, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the Contract.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached Contract to the Clerk's office and contractor.

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 18th day of August, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "1"

BID DOCUMENTS INCLUDING CONTRACT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND GO PAINTERS, INC. OF MAYWOOD, ILLINOIS FOR THE PAINTING OF STREETLIGHTS

(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 ACCEPTING THE LOWEST COST, QUALIFIED, RESPONSIVE PROJECT BASE BID,
AND AUTHORIZING AN AGREEMENT WITH GO PAINTERS, INC. OF MAYWOOD, ILLINOIS,
AND THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT
IN AN AMOUNT NOT TO EXCEED \$15,000.00**

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

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 9.A.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: Contract with Go Painters, Inc. for the 2025 Streetlight Painting (Omnibus Item)

Recommendation

Consider a recommendation to approve the award for the 2025 Streetlight Painting Contract to the lowest bidder, Go Painters, Inc., in an amount not to exceed of \$15,000.

Summary

On July 24, 2025, Village staff issued a Request for Bids (RFB) for streetlight painting for decorative streetlights in and around the Central Business District. On August 7, the Village received a total of five (5) bids. The results of the bids are attached to this report.

Go Painters, Inc. submitted the lowest bid at \$265.00 unit price per streetlight. The Village periodically budgets for the painting of streetlights throughout the Village and in FY2025, the budget included \$15,000 for this project. It is anticipated that the contractor will complete approximately 55 streetlights this year.

The Village has previously worked with Go Painters, Inc., most recently this company was awarded the 2025 Fire Hydrant Sandblasting and Painting Contract.

Financial Impact

Account 4102100 53060

Fund Streetlight Maintenance

2025 Budget \$15,000

Project Cost As required

Recommended Motion

I move to recommend to the Village Board the approval of the award for the 2025 Streetlight Painting Contract to the lowest bidder, Go Painters Inc., for an amount not to exceed \$15,000.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2025 Streetlight Painting Bid Tab
2. Go Painters Inc, Bid

Contractor	Unit Price	Unit Extended Price (As Read)	Unit Extended Price (As Calculated)
Go Painters	\$ 265.00	\$ 13,250.00	\$ 13,250.00
Lookswell Painting Inc	\$ 325.00	\$ 16,250.00	\$ 16,250.00
Tiles in Style DBA Taza Construction	\$ 995.72	\$ 49,786.23	\$ 49,786.00
Futurity 19, Inc	\$ 1,019.20	\$ 50,960.00	\$ 50,960.00
Mazarini Inc	\$ 1,441.25	\$ 72,062.40	\$ 72,062.50



CONTRACT REQUIREMENTS FOR
2025 STREETLIGHT PAINTING

AUGUST 7, 2025
10:00 A.M. (PREVAILING TIME)

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Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2025 Streetlight Painting RFB**

Bids will be received until **10:00 AM**, Prevailing Local Time on **August 7, 2025**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500) or 10% of the bid price, whichever is greater, which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Sun-Times Newspaper on July 24, 2025

cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

Instruction to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: July 24, 2025

Proposals to be entitled to consideration must be made in accordance with the following instructions:

Proposals shall be submitted in an opaque, sealed envelope plainly marked with the words:

2025 Streetlight Painting RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **August 7, 2025**, after which time and at such place all bids will be publicly opened and read aloud.

Proposals received after the time for opening will not be considered.

Proposals must be signed by an authorized official of the contractor's organization, and the name of the official and his title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws his bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FOURTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "**Exhibit A**" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: 2025 Streetlight Painting RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work and complete work, respectively, between **September 1** and **October 31** and must be completed within 30 days of work commencements, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security

is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

08/06/2025

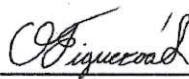
Date

GO PAINTERS INC.

Proposed Contractor (Bidder)

EDGAR FIGUEROA

Witness



Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga at dpuga@wsprings.com. Proposals must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2025 Streetlight Painting RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice.

Issue RFB	Thursday, July 24, 2025
Bids Due Date	10:00 AM on Thursday, August 7, 2025
Village Board Selection of Qualified, Responsive Bidder	Monday, August 18, 2025
Begin Contract	September 2025

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

<u>Unit Price</u>	<u>Number of Streetlights</u>	<u>Unit Extended Price</u>
\$ 265.00 (per streetlight)	50	\$ 13,250.00

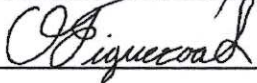
****Unit price should include cost of labor, priming and painting materials***

Please note, the Village reserves the right to increase or decrease the number of streetlights to be painted.

Name of Bidder: GO PAINTERS INC.

Address: 500 N. 6th AVENUE.MAYWOOD IL. 60153

Telephone No. 773-799-6590 Fax No. _____

Signature: 

Name and Title: (Please Print) EDGAR FIGUEROA . SECRETARY

Date: AUGUST 6TH. 2025

References

Name of Organization: Village of Western Springs

Year of Contract: 2023 & 2024

Contact Name: Diana Puga

Telephone No: 708.784.2824

Email Address: dpuga@wsprings.com

Name of Organization: ELK GROVE VILLAGE450

Year of Contract: 2023 & 2025

Contact Name: Bryan Grippo

Telephone No: 847.734.8048

Email Address: BGrippo@elkgrove.org

Name of Organization: Village of Huntley

Year of Contract: 2022, 2023, 2024 & 2025

Contact Name: Peter D'Agostino

Telephone No: 847-515-5275

Email Address: PDAgostino@huntley.il.us

Name of Organization: City of Highland Park

Year of Contract: 2017 to 2025

Contact Name: Tony Ferrari

Telephone No: 847.404.4934

Email Address: tferrari@cityhpil.com

Name of Organization: Village of Libertyville

Year of Contract: 2022, 2023 & 2024

Contact Name: Michael R. Brady

Telephone No: 847-918-2071

Email Address: mbrady@libertyville.com

Special Provisions

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", **Streetlight Painting** conforming to the terms and conditions set forth herein.

Scope of Work

Priming and painting of Village-owned 14' streetlights. The contractor shall provide all labor, equipment, and materials to prime and paint streetlights.

Volume/Estimated Quantity

The quantities identified herein are estimate quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

Surface Preparation

The contractor shall hand tool clean removing as much loosely adhered coating and all surface rust. The Contractor shall be responsible for removing all stickers, tape, etc., as part of the preparation process.

Prime and Paint

The Contractor shall paint all streetlights using one (1) coat of Rust Oleum V7400 Universal Metal Primer (off-white) or approved equivalence, if approved by the Director of Municipal Services or their designee, pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply one (1) finish coat of Rust Oleum V7400 Black or approved equivalence, pursuant to the manufacturer's specification for complete coverage.

Paint and primer shall be applied evenly to prevent drips. If paint or primer is applied using a spray method, the CONTRACTOR shall not spray streetlights on days when wind exceeds twenty (20) M.P.H., unless a protective enclosure is used.

The CONTRACTOR shall apply paint in strict accordance with the applicable manufacturer's printed data sheet and container label outlining minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet damp surfaces and shall not be applied in the rain, snow, fog or mist or when the relative humidity exceeds 85%.

No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours after paint

application. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry.

Streetlights shall not be left unprimed for any period of time after prepping. After application of the primer coat and/or topcoat of paint, the contractor shall place signage on or around the streetlight indicating that there is wet paint. After the primer coat and topcoat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the Municipality before use.

Scheduling of Work

The contractor shall schedule all work with the Municipal Services Director or their designee. The painting streetlights will be done during regular business hours. All streetlights identified by the Municipality shall be primed and painted within 60 (sixty) days of NOTICE TO PROCEED.

Site Preparation and Protection

The contractor shall place a protective barrier at the base of each streetlight. A protective enclosure shall be placed on top of the barrier at the base and around the streetlight to contain slag abrasive and prevent overspray. If necessary, the Municipality will allow the contractor (with prior permission granted) to barricade spaces in public parking areas, such as at the Municipality's train stations, at the request of the contractor to ensure access to the streetlight for the contractor and minimize any damage to vehicles.

If necessary, the Municipality will allow the contractor to barricade spaces in public areas to ensure access to the streetlight for the contractor and minimize or eliminate any potential damage to vehicles.

Site Clean-Up

The contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after the painting has been completed.

Damage to Parkway

Damage to the parkway caused by the contractor shall be repaired by the contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Damage to Private Property

The contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Municipal Services Department on the day of occurrence. Any damages shall be repaired at the contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Municipality).

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Schedule

The undersigned agrees that all work for the contract shall be performed between **September 1** and **October 31** as provided for in the Agreement and must be completed within 30 days of work commencement.

Safety Data Sheets (SDS)

The contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice by each Municipality. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by a Municipality that the workmanship is not sufficient to the Municipality's standards, the Contractor shall return and repair to the satisfaction of the Municipality at no additional cost to the Municipality.

Each Municipality shall be the sole determiner of what constitutes satisfactory workmanship for their Municipality.

Workzone Safety and Property Protection

The contractor shall be responsible for all work zone safety including proper traffic control when necessary. The contractor shall also be responsible for ensuring private property is not damaged while performing the work.

GENERAL SPECIFICATIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Applicable Laws and Regulations

The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

- A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
- B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- D. The Vendor complies with the Illinois Drug Free Work Place Act.
- E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.

- F. The Vendor complies with the Americans with Disabilities Act.
- G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
- H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Authority

The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Bonds

If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has

been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village Board and signed by the Village President or his designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested

public records to the Village within two (2) business days of the request being made by the Village.

The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of
Default Original Contract Amount from
more than to and including calendar day

\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

Guaranty, Warranties and Representations

- A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
- D. It is authorized to sell and install the goods, supplies, equipment and/or services.
- E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
- I. A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation

benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

- i. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
- ii. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
- iv. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- v. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village's principle office address.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

IX. NO PERSONAL LIABILITY

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

Law and Venue

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

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

Taxes, Benefits and Royalties

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate. Each payment by the Village to the Vendor includes all applicable

Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

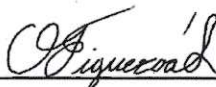
- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

GO PAINTERS INC.
Contractor

Date: 08/06/2025

Attest  EDGAR O. FIGUEROA

**Contractor's Certification Regarding
Non-Payment of Compensation**

GO APINTERS INC hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

GO PAINTERS INC.
Contractor

DATED: 08/06/2024

ATTEST: 

EDGAR O. FIGUEROA

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the ____ day of **August** in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and GO PAINTERS INC. (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2025 Streetlight and Painting RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated July 24, 2025 and as agreed to in the Contractor's Proposal dated August 7, 2025.
2. The Contractor agrees to commence the Work on **September 1**, and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **October 31**.
3. The Village shall pay the Contractor for the performance of the Work to complete 2025 Streetlight RFB a total dollar amount not to exceed XXXXXXX THOUSAND AND NO/100 DOLLARS (\$XXXXXXXX) in accordance with the Contractor's Proposal dated **August 7, 2025**, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:

A. Legal Notice (Advertisement for Bid) published on **July 24, 2025**.

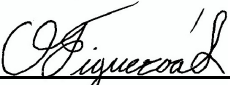
- B. Instructions to Bidders dated **July 24, 2025.**
 - C. Contractor's Proposal dated **August 7, 2025.**
 - D. Contractor's bid bond submitted by GO PAINTERS INC.
in the amount of \$ 1,325.00 dated **August 7, 2025.**
 - E. General Specifications and all additional provisions **August 7, 2025.**
 - F. Contractor's Drug Free Workplace Certification dated **August 7, 2025.**
 - G. Contractor's Certification Regarding Non-Payment of Compensation dated **August 7, 2025.**
 - H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
 - I. Exhibit C – Change Order Form
 - J. Required Performance and Payment Bonds provided by the Contractor.
 - K. Required Insurance Certificates provided by the Contractor.
 - L. Rider to Contract- General Conditions
- 6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
 - 7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.
 - 8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

Contractor:

Village of Western Springs

By: 
EDGAR O. FIGUEROA Secretary

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

Attest:

By: 
JORGE OCEGUERA
President



*Village Seal

By: _____
Jill Izzo, Deputy Village Clerk

Exhibit B

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, EDGAR O. FIGUEROA, having being first

duly sworn, depose and state that I am the

SECRETARY AND PARTNER

(insert "sole owner", "partner", "president", "other" proper title)

and the authorized agent of GO PAINTERS INC., which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the 2025 Street Light painting Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department

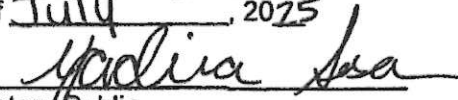
of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: 
Name: Edgar O. Figueroa
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 30 Day
Of July, 2025


Notary Public

Notary Public

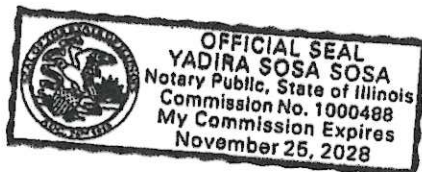


Exhibit C

CHANGE ORDER NO.:

Owner:
Engineer:
Contractor:
Project:
Contract Name:
Date Issued:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Accepted by Contractor

Approved by Funding Agency (if applicable)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bid Bond

CONTRACTOR:

(Name, legal status and address)

GO Painters, Inc.
500 N 6th Avenue
Maywood, IL 60153

SURETY: Philadelphia Indemnity Insurance Company: Pennsylvania Corporation

(Name, legal status and principal place
of business)

One Bala Plaza
Suite 100
Bala Cynwyd, PA 19004-1403

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

Village of Western Springs, Illinois
740 Hillgrove Avenue
Western Springs, IL 60558

BOND AMOUNT: Ten Percent (10%) of the Amount of the Bid or \$500.00 whichever is greater

PROJECT:

(Name, location or address, and Project number, if any)

2025 Streetlight Painting RFB

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of August, 2025

Edgar Figueroa
(Witness)

Christie Duise
(Witness)

GO Painters, Inc.

(Principal)

(Title)

Philadelphia Indemnity Insurance Company

(Surety)

(Title)

John D. Weisbrot, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, MELISSA L. MCDADE, STEVEN M. VARGA OR NANCY NIGRO of Risk Strategies dba JW Bond Consultants, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)



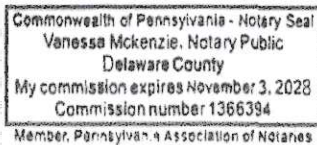
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Linwood, PA

My commission expires:

November 3, 2028

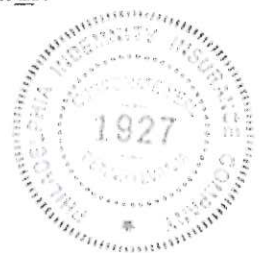
I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of August, 2025.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

Admitted Assets

	As of December 31,	
	2024	2023
Bonds (fair value \$9,153,035 and \$8,720,743)	\$ 9,774,560	\$ 9,263,769
Preferred stocks (fair value \$6,762 and \$8,060)	6,762	8,060
Common stocks (cost \$17,100 and \$18,727)	20,298	21,946
Mortgage loans	980,210	1,060,940
Real estate	45,943	21,033
Derivatives	3,552	-
Other invested assets (cost \$219,302 and \$201,673)	229,008	226,716
Receivables for securities sold	329	4,072
Cash, cash equivalents and short-term investments	176,533	147,539
Cash and invested assets	11,237,195	10,754,075
Premiums receivable, agents' balances and other receivables	1,166,132	1,108,771
Reinsurance recoverable on paid loss and loss adjustment expenses	63,067	57,589
Accrued investment income	94,377	93,350
Receivable from affiliates	6,240	7,123
Federal income taxes receivable	8,824	-
Net deferred tax assets	168,818	162,612
Other assets	19,448	11,103
Total admitted assets	\$ 12,764,101	\$ 12,194,623

Liabilities and Capital and Surplus

Liabilities:

Unpaid loss and loss adjustment expenses	\$ 6,059,913	\$ 5,797,285
Unearned premiums	1,990,597	1,887,004
Reinsurance payable on paid loss and loss adjustment expenses	39,877	35,204
Federal income taxes payable	-	2,352
Ceded reinsurance premiums payable	183,308	152,393
Commissions payable, contingent commissions and other similar charges	310,107	298,124
Funds held	147,288	96,542
Payable to affiliates	20,596	20,862
Provision for reinsurance	78	295
Payable for securities purchased	9,021	12,957
Accrued expenses and other liabilities	54,505	62,438
Total liabilities	8,815,290	8,365,456

Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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Surplus:

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	3,558,240	3,438,596
Total surplus	3,944,311	3,824,667
Total capital and surplus	3,948,811	3,829,167
Total liabilities and capital and surplus	\$ 12,764,101	\$ 12,194,623

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Commonwealth of Pennsylvania - Notary Seal
Kimberly A. Kessleski, Notary Public
Montgomery County
My commission expires December 18, 2028
Commission number 1245769
Member, Pennsylvania Association of Notaries

Karen Gilmer-Pauciello, EVP & CFO

Kimberly Kessleski, Notary

Sworn to before me this 3rd day of June 2025.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 10.D.

To: Board of Trustees

From:

CC:

RE: [Previously discussed] Right of Way Sale of 5150 Woodland Avenue (Omnibus Item)

Recommendation

Summary

Financial Impact

Recommended Motion

Strategic Plan Alignment

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 10.E.

To: Board of Trustees

From:

CC:

RE: [Previously discussed] Right of Way Sale of 5200 Woodland Avenue (Omnibus Item)

Recommendation

Summary

Financial Impact

Recommended Motion

Strategic Plan Alignment

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 18, 2025

AGENDA ITEM 17.A.

To: Board of Trustees

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services

RE: Approval and Execution of Ridgewood Oaks Settlement Documents

Motion to Approve.

Second to the Motion.

Roll call vote.

Recommendation

Staff recommends the approval of the attached resolution approving an agreement between the Village of Western Springs and the Ridgewood Oaks Homeowners Association pertaining to the Ridgewood Oaks Detention Basin.

Summary

In 2017, the Village and the Ridgewood Oaks Homeowners Association (HOA) collaborated to improve the Ridgewood Oaks Detention Basin. The basin lies west of the Ridgewood Oaks subdivision, just east of the Ridgewood subdivision, and provides detention to service storm water runoff from the Ridgewood Oaks development. This basin is owned and maintained by the HOA and no longer detains storm water to the capacity required by Metropolitan Water Reclamation District (MWRD) Permit #1975-0592. The Village started the process of developing a Special Service Area (SSA) with the intent of funding the improvement to the basin, with the residents of Ridgewood Oaks paying back that expenditure over time. Near the end of the SSA creation process, the HOA decided to seek another option for improving the basin due to the cost of the proposed design. At that time, the Village had incurred an estimated \$188,000 in engineering and legal costs and sought repayment from the HOA, which was never provided.

In 2022, the Village received a permit application and engineering plans from the HOA to rehabilitate the detention basin, in part utilizing the engineering plans prepared by the previous Village Engineer. Due to the outstanding fees owed to the Village, pursuant to Section 9-17-4 of the Village Code, the permit plans were not approved. The Village, HOA, and respective attorneys have worked together to develop an agreement which establishes the additional improvement of the detention basin to better service storm water needs of the Ridgewood subdivision. The original basin was permitted to detain 0.59 acre-feet of storm water and the new proposed basin will be 0.87 acre-feet, increasing the public benefit to the Ridgewood subdivision. In return, the Village would agree to waive the \$188,000 in incurred fees.

Financial Impact

There is no financial impact to the FY 2024 budget.

Recommended Motion

I move to approve the attached resolution approving an agreement between the Village of Western Springs and the Ridgewood Oaks Homeowners Association pertaining to the Ridgewood Oaks Detention Basin.

Strategic Plan Alignment

- Infrastructure Improvements

File Attachments

1. Resolution No. 25-____ re Approving Ridgewood Oaks Settlement Document (BOT Appr. 8.18.25)(2063859.1)

RESOLUTION NO. 25-

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

DATE: August 18, 2025

OTHER:

**A RESOLUTION AUTHORIZING THE APPROVAL
AND EXECUTION OF ALL NECESSARY
SETTLEMENT DOCUMENTS TO RESOLVE
DISPUTES RELATING TO THE RIDGEWOOD OAKS
DETENTION BASIN PROJECT**

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") desire to enter into an agreement to resolve certain disputes between the Village and the Ridgewood Oaks Homeowners Association, Inc. (the "Disputes"), with the specific agreement entitled: Agreement for Detention Basin Rehabilitation and Improvement Project (the "Settlement Document"), a copy of which is on file with the Village Clerk's Office and is incorporated by reference as **Exhibit "1"** and made a part hereof; and

WHEREAS, the parties wish to settle, compromise, and resolve the Disputes between them relating to the detention basin project in the common area of the Ridgewood Oaks subdivision by executing the Settlement Document and complying with the respective obligations under the Settlement Document; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs find that it is protective of the health, safety and welfare of and in the best interests of the Village of Western Springs ("Village") and its residents, local business owners, property owners and the public to approve and enter into the Settlement Document to resolve the Disputes.

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

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

SECTION 2. Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Settlement Document, substantially in the form of the copy which is on file with the Village Clerk's Office and incorporated by reference as **Exhibit "1"** and made a part hereof. In addition, the Village Board authorizes and directs the President and Village Clerk, or their designees, to execute the final version of the Settlement Document, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and further authorizes and directs the President and Village Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Settlement Documents.

SECTION 3. Approval of Financial Obligations and Other Documents. The President and Board of Trustees further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village's financial obligations under the Settlement Document.

SECTION 4. Repealer. All resolutions, or parts of resolutions, in conflict with the provisions of this Resolution, to the extent of such conflict, are repealed.

SECTION 5. Delivery of Certified Copy of Resolution, Executed Agreement and Other Signed Documents. After approval and execution of this Resolution and the Settlement Document by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and executed versions of the Settlement Document to all parties for record retention purposes.

SECTION 6. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication 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 18th day of August, 2025, and approved by me as Village President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "1"

Settlement Document

(copy is on file with the Village Clerk's Office)

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
ALL NECESSARY SETTLEMENT DOCUMENTS TO RESOLVE DISPUTES RELATING TO THE
RIDGEWOOD OAKS DETENTION BASIN PROJECT**

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

Edward Tymick, Village Clerk

SEAL