



## AGENDA

### BOARD OF TRUSTEES

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

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

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Roll Call**

Heidi Rudolph , Village President

Amy Avakian, Trustee

Nicole Chen, Trustee

Alan Fink, Trustee

Scott Lewis, Trustee

Karen Martin, Trustee

Phil Nawrocki, Trustee

**4. Public Comment**

**5. Approval of Meeting Minutes**

- A. Approval of the September 8, 2025 and September 22, 2025 President and Board of Trustees meeting minutes.

**6. General Government Committee Report (Trustee Chen)**

- A. Western Springs Park District – Requests for Special Events Liquor License and Temporary Use Permit for Halloween Bash Chili Cook-Off 2025 (Omnibus Item)
- B. 2025/2026 Strategic Plan - Draft Discussion

**7. Finance Committee Report (Trustee Martin)**

- A. 2025 Levy / 2026 Budget Update
- B. Budget Amendment: Engineering Costs Related to Referendum Projects and Revenue from Bond Issuance

**8. Planning and Zoning Committee Report (Trustee Fink)**

- A. Heritage Crossings Redevelopment and Maintenance Agreement Addendum and Updated Plat

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

- A. [Previously Discussed] Water & Sewer On-Call Repair Services Independent Contractor Agreements (Omnibus Item)
- B. Succession Agreement with Water Services

- C. 2026 State of Illinois Salt Purchase
- D. First Responders Day Proclamation (Omnibus Item)

**10. Properties & Recreation Committee Report (Trustee Nawrocki)**

- A. Public Works/Recreation Fence No Cost Change Order Extending Contract (Omnibus Item)
- B. Surplus Declaration Memo - FY2025 Quarter Three

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

- A. Intergovernmental Agreement Among Municipalities Establishing the Major Crimes Assistance Team (MCAT)

**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. Motion to approve the President and Board of Trustees September 8, 2025 and September 22, 2025 meeting minutes.
- B. Motion to proclaim October 28, 2025 First Responders Day.
- C. Ordinance No. 25-3288  
An Ordinance approving the creation of a Class "I" (Special Events on Property Owned or Leased by a Not-For-Profit Organization) liquor license for issuance to the Western Springs Park District for the 2025 Halloween Bash Chili Cook-Off special event to be held on Saturday, October 25, 2025 in Spring Rock Park.
- D. Ordinance No. 25-3289  
An Ordinance approving and authorizing the execution of No Cost Change Order No. 1 to the contract entered into with Classic Fence Inc., of Montgomery, Illinois for the Public Works and Recreation Fence Replacement Project, extending the contract end date from September 30 to November 7, 2025.
- E. Resolution No. 25-2952  
A Resolution approving and authorizing the execution of master service agreements between the Village of Western Springs and Calumet City Plumbing, Co., Inc. of Calumet City, Illinois, Anchor Heavy Civil, LLC of Chicago Illinois, and IHC Construction Companies, LLC of Elgin, Illinois.

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



**16. New Business**

**17. Old Business**

**18. Reports**

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

**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 REGULAR MEETING  
Monday, September 8, 2025

President Heidi Rudolph, Presiding

Call to Order, 7:00 pm

Edward Tymick, Village Clerk

**Board Members Present:**

Amy Avakian

Scott Lewis

Karen Martin

Phil Nawrocki

**Board Members Absent:**

Nicole Chen

Al Fink

**Village Attorney Present:**

Anne Skrodzki, Village Attorney

**Staff Present:**

Ellen Baer, Village Manager

Casey Biernacki, Deputy Village Manager

Daisy Chavez, Asst. to the Village Manager

John Mastandona, Director of Finance

Matthew Supert, Director of Municipal Services

Heather Valone, Director of Community Development

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.

## **APPROVAL OF MEETING MINUTES**

President Rudolph asked the Board if there were any changes or additions to the meeting minutes from the Regular and Special Meetings of August 18, 2025. There were none and President Rudolph stated the minutes will be on tonight's Omnibus for approval.

## **GENERAL GOVERNMENT COMMITTEE REPORT**

Trustee Nawrocki reported on behalf of Trustee Chen that the General Government Committee and the Liquor Commission reviewed and recommends the Taco Maya application for a Class "A" Liquor License. Director Valone gave an overview of the Applicant's request and Village requirements. A representative from Taco Maya also gave a brief summary of their "fast casual" menu items.

Trustee Nawrocki also reported that the Lyons Township Football Pride Club submitted a raffle application to conduct 50/50 raffles at home football games and also requested a waiver of the fee and bond requirement. The Board recommended the item for tonight's omnibus.

## **FINANCE COMMITTEE REPORT**

Trustee Martin reported that the Finance Committee reviewed and recommended the approval of the Thomas Ford Memorial Library's intent to levy .02% Building Maintenance Tax.

## **PLANNING AND ZONING COMMITTEE REPORT**

No report.

## **PUBLIC WORKS & WATER COMMITTEE REPORT**

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended a contract with Martam Construction, Inc. for the Burlington Avenue Raised Pedestrian Crossing and Concrete Pavement Repairs. Trustee Lewis reported that Martam Construction was the lowest bidder for the various projects outlined.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommends the proposal from V3 Companies for in-depth bridge inspection.

Trustee Lewis reported that a request for proposals submitted by Village staff for water & sewer on-call repair services yielded several independent contractor agreements with the following companies: Calumet City Plumbing Co., Inc., Anchor Heavy Civil, LLC and IHC Construction Companies, LLC. Trustee Lewis indicated that the Village budgets annually for contractual repairs and occasionally outsources repairs when work exceeds Village staff and equipment capabilities.

Trustee Lewis reported that Public Works and Water Committee reviewed and recommends purchasing additional water meter and accessories from Ferguson Enterprises, LLC for water service upgrades for remodeling projects and new single-family home developments. Trustee Lewis reported that the Village previously purchased water meters from Water Resources, Inc. which was acquired by Ferguson Enterprises, LLC.

#### **PROPERTIES & RECREATION COMMITTEE REPORT**

Trustee Nawrocki reported that the Independent Contractor Agreement Renewal with Mattix Music Studio has been updated and a one-year renewal is recommended by staff.

#### **PUBLIC HEALTH & SAFETY COMMITTEE REPORT**

No report.

#### **CONSIDERATION OF AN OMNIBUS VOTE**

Trustee Lewis moved that the ordinances, resolutions and motions as contained on the meeting agenda for September 8, 2025, be adopted and/or approved under an omnibus vote. Trustee Lewis 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, Lewis, Martin, Nawrocki and President Rudolph

Voting Nay: None.

Absent: Trustees Chen and Fink

#### **NEW BUSINESS**

None.

## **OTHER BUSINESS**

Trustee Lewis made a motion to approve a Resolution authorizing and approving the execution of an employment agreement by and between the Village of Western Springs and Ellen J. Baer to continue to serve as Village Manager, seconded by Trustee Martin. The motion passed on a roll call vote.

Voting Aye: Trustees Avakian, Lewis, Martin, Nawrocki

Voting Nay: None.

Absent: Trustees Chen and Fink

President Rudolph thanked Manager Baer for her continued service.

## **REPORTS**

Monthly Financial Report (Trustee Martin)

No report.

Village President Rudolph

No report.

Village Manager Baer

Village Manager Baer invited residents to participate in a second survey for the Safe Routes to School. The survey is available on the Village website.

Village Attorney Skrodzki

No report.

## **ADJOURNMENT**

Trustee Nawrocki made a motion to adjourn, seconded by Trustee Lewis.

Voting Aye: Trustees Avakian, Lewis, Martin, Nawrocki

Voting Nay: None.

Absent: Trustees Chen and Fink

The regular meeting of the President and Board of Trustees was adjourned at 7:28 p.m.

Respectfully submitted,

Jill Izzo  
Deputy Village Clerk

DRAFT

MINUTES OF THE VILLAGE OF WESTERN SPRINGS  
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING  
Monday, September 22, 2025

President Heidi Rudolph, Presiding

Call to Order, 7:00 pm

Edward Tymick, Village Clerk

**Board Members Present:**

Amy Avakian

Nicole Chen

Al Fink

Scott Lewis

Karen Martin

Phil Nawrocki

**Board Members Absent:**

None.

**Village Attorney Present:**

Anne Skrodzki, Village Attorney

**Staff Present:**

Ellen Baer, Village Manager

Casey Biernacki, Deputy Village Manager

Daisy Chavez, Asst. to the Village Manager

John Mastandona, Director of Finance

Matthew Supert, Director of Municipal Services

Jeff Koza, Director of Engineering Services

Heather Valone, Director of Community Development

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**

Resident Bob Casey commented regarding his concerns on the sewer point repairs being done at their residence at 4252 Ellington.

Resident Diane Doyle commented regarding her concerns on the sewer point repairs being done at their residence as well.

Director Supert, President Rudolph, and Village Manager Baer offered to meet with the residents following the meeting.

## **GENERAL GOVERNMENT COMMITTEE REPORT**

Trustee Chen reported on the previously discussed Taco Maya application for a Class “A” Liquor License and the Easement Agreement for Water Main Facilities at Spring Rock Park between the Village of Western Springs and the Western Springs Park District will both be on tonight’s omnibus.

## **FINANCE COMMITTEE REPORT**

No report.

## **PLANNING AND ZONING COMMITTEE REPORT**

No report.

## **PUBLIC WORKS & WATER COMMITTEE REPORT**

Trustee Lewis reported that the previously discussed contract with V3 Companies for In-Depth Bridge Inspection and water meter and accessories purchase from Ferguson Waterworks will be on tonight’s Omnibus.

Trustee Lewis reported that Village staff is currently discussing the temporary construction easements needed for the 53<sup>rd</sup> Street and Flagg Creek Watermain Project.

## **PROPERTIES & RECREATION COMMITTEE REPORT**



Trustee Nawrocki reported that the previously discussed Independent Contractor Agreement Renewal with Mattix Music Studio is on tonight's omnibus.

## **PUBLIC HEALTH & SAFETY COMMITTEE REPORT**

No report.

## **CONSIDERATION OF AN OMNIBUS VOTE**

Trustee Chen read the omnibus in its entirety and motioned it be approved.

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

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

Voting Nay: None

## **NEW BUSINESS**

None.

## **REPORTS**

### Monthly Financial Report (Trustee Martin)

Trustee Martin introduced Director Mastandona to give a brief summary of the July and August 2025 monthly financial report. Trustee Martin motioned the financial reports be approved as presented, seconded by Trustee Lewis. The motion passed on a roll call vote.

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

Voting Nay: None.

### Village President Rudolph

No report.

### Village Manager Baer

Manager Baer reported that on October 4, 2025 from 9:00 a.m. – 12:00 p.m. a paper shredding event will be held along with the Styrofoam recycling event this month. Also, the Township of Lyons is hosting a shred event on October 4, 2025 starting at 8:00 a.m. Details are on the Village website.

Manager Baer reported that concrete repairs will begin in front of Village Hall and Fire Station 1.

Village Attorney Skrodzki

No report.

### **ADJOURNMENT**

Trustee Chen made a motion to adjourn, seconded by Trustee Martin.

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

Voting Nay: None.

Absent: None.

The regular meeting of the President and Board of Trustees was adjourned at 7:26 p.m.

Respectfully submitted,

Jill Izzo

Deputy Village Clerk



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: October 13, 2025

#### AGENDA ITEM 6.A.

**To:** Board of Trustees

**From:** Heather Valone, AICP, Director of Community Development

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

**RE:** Western Springs Park District – Requests for Special Events Liquor License and Temporary Use Permit for Halloween Bash Chili Cook-Off 2025 (Omnibus Item)

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#### Recommendation

The General Government Committee reviewed this item at their meeting on September 29, 2025, and recommended the approval of the requested Class "I" Liquor License and temporary use permit. The General Government Committee reviewed this item at their meeting on September 30, 2025, and recommended the approval of the requested Class "I" Liquor License and temporary use permit.

#### Summary

The Western Springs Park District (Park District) has submitted requests for a temporary use permit (TUP) and special event liquor license - class "I" for beer, wine and hard seltzer sales at Spring Rock Park (4400 Central Ave.) on the upper pavilion areas, upper (east) parking lot and general picnic area. The event will be conducted on Saturday, October 25, 2025, from 10:00 am to 2:00 pm. Inflatables, music (DJ) outdoor laser tag, artists (face painter, balloon, and juggler), chili cook off, and other games and activities are proposed during the full hours of the event.

A request letter dated September 16, 2025, has been submitted by Barb Kartzmark, Manager, Community Relationships and Events for the Park District discussing the event and the pertinent details related to the request which are as follows:

- Event will be conducted on Saturday, October 25, 2025, from 10:00 am to 2:00 pm. Activities and entertainment are proposed during the full hours of the event. Liquor service is proposed from 10:00 am to 2:00 pm with "last call" being at 1:00 pm.
- A class "I" special event license is being requested along with a temporary use permit for the event.

- The activities, entertainment, food and liquor service are similar to the previous events held by the Park District such as Harvest Fest and the Centennial Event.
- All festival activities will be held in upper pavilion areas, upper (east) parking lot and general picnic area. The lower parking will be open for event parking as well as the parking area behind the administrative building, and along Burlington Avenue.
- Food service will be provided by at least three food trucks. Food will include up to 10 restaurant / local food businesses competing in the Chili Cook-Off portion of the event.
- Alcohol will be sold at the event and will include beer, wine and hard seltzer. Patron's wishing to consume alcohol will be required to purchase tickets. All individuals serving liquor will hold a current Basset certificate. There will be three manned exits staffed by Park District staff and / or volunteers to ensure no patrons leave the event area with alcohol.

The Park District has held this event nine prior times, just without liquor service. Although this is the first time this specific event hosted by the Park District with liquor service, it is similar to previous events they have hosted. The Park District has demonstrated over the years that they are capable of managing this type of event. Staff received no complaints from the Harvest Fest that was larger event with liquor service this past September.

The General Government Committee reviewed the application at their meeting on September 29, 2025 and recommended approval of the requests. The Liquor Control Commission reviewed the application at their meeting on September 30, 2025 and recommended approval of the requests. Attachment 2 contains the Liquor Control Commission's recommendation. Attachment 2 contains the ordinance for the requested Class "I" Liquor License and TUP.

#### Attachment

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1. Liquor Control Commission Recommendation No. 25-05 - Western Springs Local Liquor Control Commission Recommendation No. 25-05 Recommendation Relative To An Application For A Class "I" (Special Events On Property Owned Or Leased By A Not For Profit Organization) Submitted By The Western Springs Park District For The Retail Sale Of Alcoholic Liquor At The Halloween Bash Chili Cook-Off Within The Licensed Premises,

Spring Rock Park Located At 4400 Central Avenue, Western Springs, Illinois.

2. Ordinance - An Ordinance Approving The Creation Of A Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License For Issuance To The Western Springs Park District For The 2025 Halloween Bash Chili Cook-Off Special Event To Be Held On Saturday, October 25, 2025 In Spring Rock Park.

### **Financial Impact**

None.

### **Recommended Motion**

I move to recommend approval of Class "I" Liquor License and temporary use permit.

### **Strategic Plan Alignment**

None.

### **File Attachments**

1. Recommendation 25-05
2. Ordinance

**WESTERN SPRINGS LOCAL LIQUOR CONTROL COMMISSION**  
**RECOMMENDATION NO. 25-05**

**Recommendation Relative To An Application For A Class "I" (Special Events On Property Owned Or Leased By A Not For Profit Organization) Submitted By The Western Springs Park District For The Retail Sale Of Alcoholic Liquor At The Halloween Bash Chili Cook-Off Within The Licensed Premises, Spring Rock Park Located At 4400 Central Avenue, Western Springs, Illinois.**

**WHEREAS**, the Western Springs Park District (the "Applicant") has filed a liquor license application (the "Application") with the Village of Western Springs ("Village") for a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License. The Applicant requests to operate a special event (Halloween Bash Chili Cook-Off) with the retail sale of alcoholic liquor for consumption only within portions of Spring Rock Park located at 4400 Central Avenue, Western Springs, Illinois (the "Park" or the "Licensed Premises"). The Application is incorporated herein by reference as **Group Exhibit "A"**.

**WHEREAS**, under the Liquor Control Ordinance, a Local Liquor Control Commission has been created to assist the Commissioner with the investigation and processing of liquor license applications and applicants and to perform certain other duties at the direction of the Commissioner. The Commission's duties include the review of liquor applications, the review of the investigation of applicants for liquor licenses as well as the submission of recommendations to the Commissioner; and

**WHEREAS**, after receipt by the Village Clerk, copies of the Application were distributed to the Commissioner, the members of the Commission, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and Emergency Medical Services, the Director of Finance, the Building and Zoning Officer, and the Village Attorney. Each of the members of the Commission has reviewed the Application; and

**WHEREAS**, in regard to its investigation of and consideration of the Application, the Commission held a public meeting on September 30, 2025, pursuant to proper notice being posted in accordance with the Open Meetings Act. During this public meeting, the Applicant made a presentation regarding its Application, the Village staff gave reports relative to the background check and investigative activities performed with respect to the Application, members of the Commission examined, under oath, the Applicant, its representatives and all other individuals who spoke during the public meeting, and an opportunity for public input was provided; and

**WHEREAS**, the necessary background check and fingerprinting of the representatives of the Applicant/Owner was performed by the Department of Law Enforcement Services. The Director of Finance has determined that the Applicant/Owner 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. On this information, the Applicant/Owner was found by Village staff to still be eligible for a liquor license under the provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance, and the Applicant was found to be in compliance with the other applicable sections of the Village's Municipal Code; and

**WHEREAS**, based on the foregoing information and activities, the Commission makes a recommendation to the Commissioner as set forth below.

**NOW, THEREFORE, THE WESTERN SPRINGS LOCAL LIQUOR CONTROL COMMISSION FINDS AND RECOMMENDS AS FOLLOWS:**

**SECTION 1: Findings.** Based on the information contained in the Application and the investigations performed by the Village staff and the information and testimony received at the Public Meeting, the Western Springs Local Liquor Control Commission finds:

- A. *The Applicant would qualify for a Class "I" (Special Events On Property Owned Or Leased By A Not For Profit Organization) Liquor License under the provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance.*

**SECTION 2: Recommendation and Conditions.** Based on the information contained in the Application and the investigations performed by the Village staff and the information and testimony received at the Public Meeting, the Western Springs Local Liquor Control Commission recommends:

**Class "I" (Special Events On Property Owned Or Leased By A Not For Profit Organization)**

- A. **Approval** of the Applicant/Owner's Application for a Class "I" (Special Events On Property Owned Or Leased By A Not For Profit Organization) Liquor License.
- B. **Approval** by the Village Board and the Commissioner of the draft Ordinances, copies of which are attached to this Recommendation as part of **Group Exhibit "B"**, which is entitled:

AN ORDINANCE APPROVING THE CREATION OF A CLASS "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS PARK DISTRICT FOR THE 2025 HALLOWEEN BASH CHILI COOK-OFF SPECIAL EVENT TO BE HELD ON SATURDAY, OCTOBER 25, 2025 IN SPRING ROCK PARK.

- C. Approval of the following additional conditions: **None**

A motion was made to approve the Recommendation for the Liquor License listed above, the motion was seconded, and then the motion was approved by a two (2) to zero (0) vote of the Commissioners (motion by: Cronin; seconded by: Dixon).

**PASSED** by the Western Springs Local Liquor Control Commission at a meeting held on the 30<sup>th</sup> day of September, 2025.

**VOTE:** Brian J. Cronin, Doug DeRock and John F. Dixon

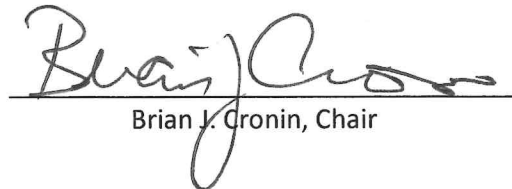
**AYES:** Cronin and Dixon

**NAYS:** - none -

**ABSENT:** DeRock

**OTHER:** - none -

The above vote has been certified by me this 30<sup>th</sup> day of September, 2025.

  
Brian J. Cronin, Chair

**Group Exhibit "A"**

**Liquor License Application for "I" (Special Events On Property Owned Or  
Leased By A Not For Profit Organization) Liquor License and Attachments**

(incorporated herein by reference)

and





September 16, 2025

The Honorable Heidi Rudolph  
President, Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, IL 60558

Dear President Rudolph,

The Western Springs Park District is in the planning stages of its 10<sup>th</sup> Anniversary Halloween Bash Chili Cook-Off. It is our desire to hold this event on Saturday, October 25, 2025, at Spring Rock Park (4400 Central Avenue). Approximately 500 participants expected.

We respectfully seek the Village of Western Springs' approval of the following items to proceed:

**Request for Approval:**

1. Special Event Liquor License – for beer and wine sales.
2. Special Permit – to allow food vendors, and activity businesses to participate.

**Fees and Costs:**

- Patrons wishing to consume beer or wine will purchase tickets on-site.
- A designated wristband tent will be used to check IDs and issue wristbands.
- The alcohol service hours will be:
  - **Saturday:** 10:00 AM – 2:00 PM
- Food and beverage sales will also take place on-site throughout the event.

**Event Details:**

- **Dates/Times:**
  - Saturday, October 25 | 10:00 AM – 1:00 PM
- **Location:** Spring Rock Park, Upper Pavilion area, Upper (east) parking lot, General Picnic Area. (Event layout attached.)

**Entertainment**

- DJ will perform:
  - **Saturday:** Beginning at 10:00 AM – 2PM
- Various activities such as inflatables, artists (face painter, balloon artist, juggler), outdoor laser tag.
- Games and activities will be provided for both children and adults.

**Food Concessions:**

- Approximately three (3) food truck vendors will be on-site, offering food for purchase.
- Up to 10 local food businesses competing in a Chili Cook Off.

**Alcohol Sales and Age Verification:**

- Patrons must be **21 years of age or older** to purchase beer and/or wine tickets.
- Tickets will be provided by the Western Springs Park District.
- Wristband tent operations will ensure ID checks and proper wrist banding for alcohol service.

**Chili Cook-Off:**

- Up to 8 Western Springs businesses will compete in a chili cook-off at the Upper Pavilion.

**Public Safety / Event Security:**

- Western Springs Park District staff will coordinate with the Police Chief and Fire Chief to ensure event safety.
- There will be three exit areas, staffed by Park District personnel and/or volunteers to monitor alcohol leaving the premises. "No Alcohol Past This Point" signage will also be posted at the 3 exit areas.

**Parking:**

- The **Upper Parking Lot** of Spring Rock Park will be closed for event use.
- The **Lower Parking Lot**, other parking areas in Spring Rock, surrounding street parking, will be available for attendees.
- Park District staff will ensure minimal activities are scheduled at Spring Rock Park during the event to minimize parking conflicts.

**Good Neighbor Efforts:**

- The Park District is committed to being good neighbors to the residents surrounding Spring Rock Park.
- A written notice about the event will be hand-delivered to adjacent homeowners on Central and Elm, who will also be invited to the event.

This letter serves as an initial summary to begin discussion with the Village Board, Liquor Commission, General Government Committee, and Village Staff. We seek your support and approval for the necessary permits and licenses to successfully hold the 10<sup>th</sup> Anniversary-Halloween Bash and Chili Cook-Off 2025.

We look forward to this 10<sup>th</sup> Anniversary Halloween Chili Cook-Off event and pledge the full cooperation of the Western Springs Park District in working together with the local businesses participating in the Chili Cook-Off.

Sincerely,



Barb Kartzmark  
Manager, Community Relationships and Events  
Western Springs Park District

**Cc:**

Ellen Baer – Village Manager  
Heather Valone – Director, Community Development  
Walt Knake – Executive Director, Western Springs Park District





Village of Western Springs  
Permit Application for Temporary Use

Applicant's Name BARBARA KARTZ MARK  
Organization WESTERN SPRINGS PARK DISTRICT  
Applicant's Phone 708-295-7008 Mobile # SAME  
Email BKARTZMARK@WSPRINGS.COM

Briefly describe the event requiring the temporary use: 10TH ANNIVERSARY HALLOWEEN BASH AND CHILI COOK OFF. WE WILL HAVE VARIOUS ACTIVITIES, BEER + WINE TENT, LOCAL BUSINESSES CHILI COOK OFF CONTEST

Type of Temporary Use

Trailer/Tent/Portable Lavatory/Shed \_\_\_\_\_  
Christmas Tree Lot \_\_\_\_\_  
Art, Craft and Book Sales \_\_\_\_\_  
Sidewalk Sales \_\_\_\_\_  
Vendor Cart or Food Concession LOCAL BUSINESSES CHILI COOK OFF - BEER/WINE  
Other FOOD TRUCKS (3 max) TENT

Location \_\_\_\_\_  
Dates of Use \_\_\_\_\_  
Comments \_\_\_\_\_

Barbara Kartzmark  
BARBARA KARTZMARK  
Signature of Applicant/ Printed Name

9-16-25  
Date

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Permit Number \_\_\_\_\_

\_\_\_\_\_  
Signature of Approver

\_\_\_\_\_  
Date





## 10th ANNIVERSARY HALLOWEEN BASH-CHILI COOK-OFF 2025



# Certificate of Coverage

## Name and Address of Agency

Park District Risk Management Agency  
2033 Burlington Avenue  
Lisle, IL 60532-1646  
(630) 769-0332

## Name and Address of Member

Western Springs Park District  
4400 Central Ave  
Western Springs, IL 60558

## Scope of Coverage

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the Constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments which are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the Agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year.

| Scope of Coverage                                                                         | Coverage Document | Coverage Dates             | Limits Each Occurrence                        |             |
|-------------------------------------------------------------------------------------------|-------------------|----------------------------|-----------------------------------------------|-------------|
| General Liability<br>x commercial general liability<br>x occurrence<br>x liquor liability | L010125           | 01/01/2025 -<br>12/31/2025 | Bodily Injury and Property<br>Damage Combined | \$4,000,000 |
|                                                                                           |                   |                            | Personal Injury                               | \$4,000,000 |
| Automobile Liability<br>x any auto                                                        | L010125           | 01/01/2025 -<br>12/31/2025 | Bodily Injury and Property<br>Damage Combined | \$4,000,000 |
| Workers' Compensation                                                                     | WC010125          | 01/01/2025 -<br>12/31/2025 |                                               | Statutory   |
| Employer's Liability                                                                      | WC010125          | 01/01/2025 -<br>12/31/2025 |                                               | \$3,000,000 |
| Property                                                                                  | P0700125          | 01/01/2025 -<br>12/31/2025 |                                               |             |
| Other<br>General Aggregate                                                                |                   | 01/01/2025 -<br>12/31/2025 |                                               | \$4,000,000 |

## Description of Operations/Locations/Vehicles/Special Items

Village of Western Springs, and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents is/are additionally insured for Western Springs Park District's Temporary Use Permit for a Halloween Bash, October 25, 2025.

The coverage provided to the Additional Covered Person or Entity shall apply on a primary and noncontributory basis with any insurance or self-insurance on which the Additional Covered Person or Entity is listed as a named insured.

Coverage is for general liability with respect to the operations of the Western Springs Park District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants, agents or employees.

## Certificate Holder

Village of Western Springs  
740 Hillgrove  
Western Springs, IL 60558

Date Issued: 9/17/2025



Authorized Representative

**ALL APPLICATIONS MUST BE TYPEWRITTEN. NO HANDWRITTEN FORMS WILL BE ACCEPTED.  
THE FURNISHING OF ANY INACCURATE INFORMATION SHALL BE CAUSE FOR LICENSE REVOCATION.**

**MUST BE FILED IN DUPLICATE WITH THE OFFICE OF THE VILLAGE MANAGER**

**VILLAGE OF WESTERN SPRINGS  
COOK COUNTY, ILLINOIS  
LOCAL LIQUOR CONTROL COMMISSION  
APPLICATION FOR SUPPLEMENTAL APPLICATION/MANAGER**

**DATE:** May 13, 2025

Honorable Presiding Village President and Local Liquor Control Commissioner  
Village of Western Springs, Illinois

Reference in this Application to an owner shall mean any person who is an owner of more than five percent (5%) of the corporation, a partner in a partnership or a member of a limited liability company, which is applying for the license. All questions must be answered completely. **QUESTIONS ARE TO BE ANSWERED ACCURATELY. IF QUESTIONS ARE NOT ANSWERED ACCURATELY, THE LICENSE WILL BE SUBJECT TO REVOCATION. IT WILL NOT BE A DEFENSE THAT ANSWERS WERE GIVEN TO THE BEST OF THE ANSWERER'S KNOWLEDGE. IT IS YOUR RESPONSIBILITY TO ASCERTAIN THE ACCURACY OF YOUR RESPONSE. IF MORE SPACE IS NEEDED TO FULLY RESPOND, ATTACH A SEPARATE PAGE(S).**

The undersigned (a MANAGER), Walt Knake (name) of Western Springs Park District  
d/b/a Western Springs Park District (business name and assumed name) makes application  
for a Class I liquor license, at the address of 4400 Central Avenue

**SCHEDULE OF VARIOUS CLASSES OF RETAIL LIQUOR LICENSES (SECTIONS 3-3-2 and 4-1-9):**

|                 |                                                                                                    |
|-----------------|----------------------------------------------------------------------------------------------------|
| <b>CLASS A:</b> | Full Service Restaurant with a Service Bar                                                         |
| <b>CLASS B:</b> | Full Service Restaurant with a Patron Bar                                                          |
| <b>CLASS C:</b> | Full Service Restaurant; Beer and Wine Only                                                        |
| <b>CLASS D:</b> | Limited-Service Restaurant License; Beer and Wine Only; No Patron or Service Bar                   |
| <b>CLASS E:</b> | Supermarket License                                                                                |
| <b>CLASS F:</b> | Culinary School License                                                                            |
| <b>CLASS G:</b> | Fine Wine, premium spirits and beer, gourmet food store                                            |
| <b>CLASS H:</b> | Outdoor Liquor Café                                                                                |
| <b>CLASS I:</b> | Special Event (Not-For-Profit Organization Owned or Leased Property)                               |
| <b>CLASS J:</b> | Special Event (Village-Owned Property (Beer And Wine Only)                                         |
| <b>CLASS K:</b> | BYOB - Corkage License (Beer and Wine Only)                                                        |
| <b>CLASS L:</b> | Limited Special Event License; Tastings Of Beer And Wine And Beer And Wine Package Sales Only      |
| <b>CLASS O:</b> | Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)       |
| <b>CLASS Q:</b> | Wine Establishment License (Wine Tasting And Retail Wine Sales By The Bottle; On-Site Consumption) |

IF A MANAGER IS TO BE EMPLOYED BY THE OWNER, THE MANAGER MUST COMPLETE AND SUBMIT AN APPLICATION, WHICH WILL BE MARKED AS A "SUPPLEMENTAL APPLICATION." THE INFORMATION PROVIDED IN THE QUESTIONS BELOW MUST BE PROVIDED FOR EACH INDIVIDUAL WHO WILL AT ANY PARTICULAR TIME BE THE PERSON ON THE PREMISES WHO HAS SUPERVISORY OR MANAGEMENT RESPONSIBILITY OVER THE OTHER EMPLOYEES. PLEASE PROVIDE SUCH INFORMATION ON SEPARATE SHEETS OF PAPER. EACH SUCH MANAGEMENT PERSON MUST BE FINGERPRINTED BY THE WESTERN SPRINGS DEPARTMENT OF LAW ENFORCEMENT SERVICES. APPOINTMENTS FOR FINGERPRINTING MUST BE MADE 72 HOURS IN ADVANCE. NO FINGERPRINTING WILL BE DONE WITHOUT SUCH AN APPOINTMENT.



1. INFORMATION ON APPLICANT AND PERSON COMPLETING THIS APPLICATION. Pursuant to Title 4, Chapter 1, Section 16 of the Western Springs Municipal Code, please provide the following information.

- A. Name: Walt Knake ☒ Male ☐ Female:
- B. Mailing Address: 4400 Central Ave
- C. Address at Residence: 4400 Central Ave
- D. Home Phone No.: \_\_\_\_\_ Cell: [REDACTED]
- Work Phone No.: 708-246-4225 Pager: \_\_\_\_\_
- E. Citizenship Status: [REDACTED]
- If naturalized citizen, time and place of naturalization: \_\_\_\_\_
- Place of Birth: [REDACTED]
- F. Driver's License Number: [REDACTED]
- G. Height: [REDACTED]
- H. Weight: [REDACTED]
- I. Color of eyes: [REDACTED]
- J. Color of hair: [REDACTED]
- K. Social Security number: [REDACTED]
- L. Vehicles owned with registration numbers: N/A
- M. Other home addresses within the last 5 years:

| Street Address | City, State, ZIP | Dates |    |
|----------------|------------------|-------|----|
|                |                  | From  | To |
| N/A            |                  |       |    |
|                |                  |       |    |

- N. Businesses owned or operated within the last 5 years that required a liquor license, stating: (a) Name of business; (b) State and municipal liquor license numbers; (c) Address; and (d) Phone number.

Business Name: None

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Dates owned: From: \_\_\_\_\_ To: \_\_\_\_\_

Describe any liquor license incident requiring police intervention:

State liquor license #: \_\_\_\_\_ Date of license: \_\_\_\_\_

Municipal liquor license #: \_\_\_\_\_ Date of license: \_\_\_\_\_

Name, address and telephone number of municipality issuing liquor license:

\_\_\_\_\_

\_\_\_\_\_

2. Has any of the Applicant's liquor licenses ever been suspended or revoked? If so, explain:  
No

3. How long has the Applicant been in the business of the retail sale of alcohol? \_\_\_\_\_

Describe the nature of its business experiences:

N/A

4. Has the Applicant ever held another liquor license in the United States? ☐ Yes ☒ No

If yes, state the dates, city and state of each license:

License Holder: \_\_\_\_\_ Date: \_\_\_\_\_

City and State: \_\_\_\_\_

License Holder: \_\_\_\_\_ Date: \_\_\_\_\_

City and State: \_\_\_\_\_

5. Has the Applicant ever been denied a liquor license from any jurisdiction? ☐ Yes ☒ No

If yes, state the date of particulars: \_\_\_\_\_

6. Has the Applicant ever had a previous liquor license (whether wholesale or retail) revoked by the Federal Government or by any state, county or local government? ☐ Yes ☒ No

If yes, explain: \_\_\_\_\_

7. Other than when making an initial application for a license, has the Applicant or any predecessor to or subsidiary or corporate parent entity of the Applicant ever been subject to charges, hearing or investigation by any jurisdiction with respect to a liquor license? ☐ Yes ☒ No

If yes, please state the following:

Previous Licensor: \_\_\_\_\_ Licensee Name(s): \_\_\_\_\_

Licensee(s) Address(es): \_\_\_\_\_

Address of Licensed Premises: \_\_\_\_\_

Names of the licensed establishment and the date or dates of such revocation or suspension: \_\_\_\_\_

If no charges were involved, state the reason for the investigation or hearing: \_\_\_\_\_



8. Has the Applicant ever been found guilty of a felony or a misdemeanor, including but not limited to any gambling offense, concerning the sale or use of illegal drugs or any alcohol related traffic offense? ☐ Yes ☒ No

If yes, explain the charge, the date, the city and state where the charge was brought, and the disposition. This must include all findings of guilty, whether subsequently vacated or not and shall specifically include any orders of court supervision, whether satisfactorily completed or not.

Name of Person: \_\_\_\_\_ Charge: \_\_\_\_\_

Date: \_\_\_\_\_ City and State: \_\_\_\_\_

Disposition: \_\_\_\_\_

Name of Person: \_\_\_\_\_ Charge: \_\_\_\_\_

Date: \_\_\_\_\_ City and State: \_\_\_\_\_

Disposition: \_\_\_\_\_

9. Is the Applicant an elected public official? ☐ Yes ☒ No

If yes, state the office and unit of government: \_\_\_\_\_

10. Does Applicant hold any law enforcement office? ☐ Yes ☒ No

If yes, name the person, title and agency:

Person: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_

11. In the past two years, has the Applicant made any political contributions to any member of the Western Springs Board of Trustees or to any member of the Illinois State Liquor Commission? ☐ Yes ☒ No

If the answer is "Yes", identify each contribution and the amount:

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

12. Does the Applicant possess a current Federal Wagering or Gambling Device Stamp? ☐ Yes ☒ No

If yes, state the reasons \_\_\_\_\_

13. Pursuant to Title 4, Chapter 1, Section 15 of the Western Springs Municipal Code, no license shall be issued if any of the below statements cannot be answered in the affirmative by the Applicant. By signing this Application, the Applicant affirmatively states that the Applicant is:
- A. A person who is a resident of the Village (unless Subsections J, K or L apply).
  - B. A person of good character and reputation in the community in which he or she resides.
  - C. A person who is a citizen of the United States.
  - D. A person who has not been convicted of a felony under any federal or state law, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
  - E. A person who has not been convicted of being the keeper of or is not keeping a house of ill fame.
  - F. A person who has not been convicted of pandering, sexual molestation or other crime or misdemeanor opposed to decency and morality.
  - G. A person whose license to sell alcoholic liquor, whether issued under this Chapter or by any other governmental entity, has not been revoked for cause.
  - H. A person who at the time of application for renewal of license issued hereunder would be eligible for such license upon a first application.
  - I. A partnership, and all of the partners of such partnership qualified to obtain a license as individuals except for reason of residency.
  - J. A copartnership, if any general partnership thereof, or any limited partnership thereof, owning more than 5% of the aggregate limited partner interest in such copartnership would not be eligible to receive a license hereunder for any reason other than residence within the Village.
  - K. A corporation where:
    - (i.) No officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five percent (5%) of the stock of such corporation, is ineligible to receive a license hereunder for any reason other than citizenship and residency; and
    - (ii.) It is incorporated in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois, it is in good standing under the state of incorporation.
  - L. A limited liability company where:
    - (i.) No officer, manager or director owning more than 5% of the aggregate ownership interest in such company is ineligible to receive a license hereunder for any reason hereunder other than citizenship and residency; and
    - (ii.) It is organized in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign limited liability company which is qualified under Illinois law to transact business in Illinois, it is in good standing under the state of organization.
  - M. A person whose place of business is conducted and physically controlled and operated by a manager or agent and such manager or agent possesses the same qualifications required of an individual licensee hereunder.
  - N. A person who has not been convicted of a violation of any federal or state law concerning the sale or use of illegal drugs, or the manufacture, possession or sale of alcoholic liquor, or has not forfeited his bond to appear in court to answer charges of any such violation, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.



- O. A person who either owns the premises (or the beneficial interest in a land trust owning the premises) for which a license is sought, or has a lease thereon for the full period for which the license is to be issued.
- P. A person who is a beneficial owner of the business to be operated by the licensee.
- Q. A person who is not a law enforcing public official, the village president, member of the board of trustees, member of the local liquor control commission or any other elected public official, unless said applicant is a member of the board of trustees (except for the village president who serves as the local liquor commissioner) who seeks a license in relation to premises that are located within the Village, provided (i) the sale of alcoholic liquor pursuant to the license is incidental to the selling of food, (ii) the issuance of the license is approved by the State Commission, (iii) the issuance of the license is in accordance with all applicable local ordinances in effect where the premises are located, and (iv) the official granted a license does not vote on alcoholic liquor issues pending before the Village Board.
- R. A person or entity to whom a federal wagering stamp has not been issued by the federal government for the current tax period unless the person or entity is eligible to be issued a license under the Raffles Act or the Illinois Pull Tabs and Jar Games Act.
- S. A person who has not been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.
- T. A person who is twenty-one (21) years of age or older.

**14. Pursuant to Title 4, Chapter 1, Section 16 of the Western Springs Municipal Code, by signing this Application, the Applicant affirmatively states that:**

- A. The Applicant has not been convicted of a felony or any other offenses prohibited under Title 4 of the Western Springs Municipal Code.
- B. The Applicant will not violate any of the laws of the Village, the State or of the United States in the conduct or operation of the place of business to be licensed.

**15. The Applicant shall complete and submit with this Application an Authorization for Release of Information Relative to Application for Retail Liquor License on a form approved by the Village.**

**IF A NEW MANAGER HAS BEEN OR IS ADDED TO THE BUSINESS, THAT PERSON MUST CONTACT THE WESTERN SPRINGS DEPARTMENT OF LAW ENFORCEMENT SERVICES, (708) 246-1800, TO SET UP AN APPOINTMENT TO BE FINGERPRINTED AND MUST SUBMIT A SUPPLEMENTAL APPLICATION. THE APPOINTMENT SHOULD BE MADE MONDAY THROUGH FRIDAY FROM 9:00 A.M. TO 5:00 P.M.**

**A LIQUOR LICENSE IS NOT TRANSFERABLE. IF YOU ANTICIPATE A SALE OF THE BUSINESS, OR A CHANGE IN OWNERSHIP OR MANAGEMENT, IT IS YOUR SOLE RESPONSIBILITY TO ASSURE THAT THE REQUIRED NOTIFICATION AND/OR REAPPLICATION PROCESS IS STARTED AT LEAST 120 DAYS PRIOR TO THE CHANGE. ALL INVESTIGATIONS BY THE LOCAL AUTHORITIES MUST BE COMPLETED BEFORE THE LOCAL LIQUOR CONTROL COMMISSIONER AND LOCAL LIQUOR CONTROL COMMISSION WILL CONSIDER THE APPLICATION.**

**SIGNATORY PAGE**

Corporate Seal  
(If applicant is corporation)

STATE OF ILLINOIS       )  
                                      ) ss.  
COUNTY OF C O O K       )

The undersigned, **Walt Knake**, first being duly sworn, under oath deposes and says that \_he\_ is/are the Applicant(s) for the license requested in the foregoing Application; that \_he\_ is/are of good repute, character and standing and that answers to the questions asked in the foregoing Application are true and correct in every detail. I further state that I have read and understand the Code provisions of the Western Springs Municipal Code that govern the sale and delivery of alcoholic beverages. I further agree not to violate any of the laws of the State of Illinois, the United States of America or any of the ordinances of the Village of Western Springs in the conduct of my place of business.

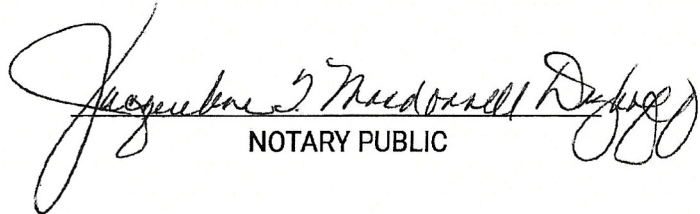
**I ALSO UNDERSTAND THAT AN UNTRUE, INCORRECT OR MISLEADING ANSWER GIVEN IN THIS APPLICATION IS SUFFICIENT CAUSE FOR THE REFUSAL TO GRANT OR THE REVOCATION OF ANY LICENSE GRANTED PURSUANT TO THIS APPLICATION.**

I further give my permission to the Village of Western Springs or any agency of the Village to check with any agency or individual named or referred to in this Application to verify or clarify any answer that I have given.

**Walt Knake**

\_\_\_\_\_  
APPLICANT

Subscribed and Sworn to before me this 13<sup>th</sup> day of May, 2025

  
NOTARY PUBLIC

**APPLICATION APPROVED:**

\_\_\_\_\_  
Local Liquor Control Commissioner

Date: \_\_\_\_\_



**Group Exhibit "B"**

**Draft**

**ORDINANCE NO. 25-\_\_\_\_\_**

**AN ORDINANCE APPROVING THE CREATION OF A CLASS "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS PARK DISTRICT FOR THE 2025 HALLOWEEN BASH CHILI COOK-OFF SPECIAL EVENT TO BE HELD ON SATURDAY, OCTOBER 25, 2025 IN SPRING ROCK PARK.**

(attached)



ORDINANCE NO. 25-\_\_\_\_

VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

DATE: **October 13, 2025.**

OTHER: None.

**AN ORDINANCE APPROVING THE CREATION OF A CLASS "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS PARK DISTRICT FOR THE 2025 HALLOWEEN BASH CHILI COOK-OFF SPECIAL EVENT TO BE HELD ON SATURDAY, OCTOBER 25, 2025 IN SPRING ROCK PARK.**

**WHEREAS**, the Western Springs Park District (the "Applicant") filed a liquor license application dated September 16, 2025 with the Village Clerk for a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License for the Halloween Bash Chili Cook-Off Special Event to be held on **Saturday, October 25, 2025** (the "Special Event"), within Spring Rock Park ("Special Event Location"). Within the application, there is a Site Plan for the Special Event that shows the proposed layout of tents / tables and activity areas for the Special Event activities, consisting of inflatables, music, laser tag, artists (face painter, balloon, and juggler), chili cook off, other games and activities, and tents/tables for the alcohol beverage vendors within the Special Event Location, which will be designated as an "outdoor alcoholic beverage sales / consumption area", and a two-page narrative dated September 16, 2025, prepared by Park District Manager, Community Relationships and Events Barb that describes the proposed activities and offerings that will be part of the Special Event (the "Application"). The Application is incorporated herein by reference as **Exhibit "A"**; and

**WHEREAS**, the Special Event will be conducted on **Saturday, October 25, 2025, between the hours of 10:00 A.M. and 2:00 P.M. Music will play between 10:00 A.M. and 2:00 P.M. during the Special Event.** The Applicant will use its upper pavilion areas, upper parking lot and general picnic area for the Special Event and will also use its lower parking area and adjacent on-street parking for Special Event volunteer and patron parking, and make available its existing bathrooms in Spring Rock Park and will provide additional portable bathrooms for patron use. The Applicant is not authorized to permit the retail package sale of beer or other alcoholic beverages. **The retail sale, service and consumption of alcoholic liquor is permitted within the outdoor alcoholic beverage sales/consumption area during the Special Event, as follows: retail sales and service of alcoholic liquor shall be permitted on Saturday, October 25, 2025, from 10:00 A.M. to 2:00 P.M. with 1:00 P.M. being the time for a "last call" deadline for retail sales and service of alcoholic liquor, and consumption of alcoholic liquor shall be permitted on Saturday, October 25, 2025, between the hours of 10:00 A.M. and 2:00 P.M.** The outdoor alcoholic beverage sales/consumption area shall also be referred to in this Ordinance as the "Licensed Premises." Under the Village-issued Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License, the Applicant may select one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic liquor during the Special Event. The Applicant will engage one or more local area restaurants and food trucks, who will serve food (the "Participating Restaurants"). To participate in this Special Event, the Participating Restaurants will be required to provide written proof to the Village that they hold current licenses from the Cook County Department of Health (or other applicable governmental regulatory agency) in regard to food service to

the public. The requested alternate “rain date” is: To be determined by the Local Liquor Control Commissioner; and

**WHEREAS**, because the Special Event is similar to other special events conducted by the Applicant in prior years, it was not necessary for the Local Liquor Control Commission to consider this Application; and

**WHEREAS**, in regard to this Application, the President and Board of Trustees of the Village of Western Springs (the “Village”) make the following findings:

- A. The Applicant is the owner of Spring Rock Park, the real property on which an outdoor alcoholic beverage sales/consumption area will be constructed and operated during the Special Event;
- B. The Applicant qualifies as a “Special Event Retailer” and a “qualified not-for-profit organization” as defined by Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-3 (Definitions) of the Western Springs Municipal Code;
- C. The Applicant has received a Class “I” (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License from the Village in the past and operated its prior special events in a responsible manner;
- D. The Applicant and its representatives are found to be in compliance with all of the applicable sections of federal, State and county laws and regulations, and with the Village’s Municipal Code, the provisions of the Illinois Liquor Control Act of 1934 and the Village’s Liquor Control Ordinance;
- E. The BASSET-trained personnel provided by or retained by the Applicant will manage the retail sale and service of alcoholic liquor during the Special Event and will handle age ID checks, issue wrist bands to age-eligible individuals who desire to purchase and consume alcoholic liquor, and will monitor access into and out of the outdoor alcoholic beverage sales/consumption area; and
- F. The Applicant is eligible to receive a Class “I” (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License for the purpose of allowing the retail sale, service and consumption of alcoholic beverages at the Special Event.

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

**SECTION 1:** Pursuant to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-9 (Classifications of Licenses), Subsection 4-1-9(I) (Class “I” License - Special Events On Property Owned Or Leased By A Not-For-Profit Organization) of the Western Springs Village Code, the President and Board of Trustees of the Village of Western Springs approve the creation of a Class “I” Liquor License for issuance by the Local Liquor Control Commissioner to the Western Springs Park District (the “Applicant”) for the purpose of allowing the Applicant to sell at retail and serve alcoholic beverages, and also allowing the outdoor possession and consumption of alcoholic liquor within the Licensed Premises at the Special Event **on its proposed date and time, or such other alternate date and time in 2025 as determined by the Local Liquor Control Commissioner**, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 2.

**SECTION 2:** The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class “I” (Special Events On Property Owned Or Leased By A

Not-For-Profit Organization) Liquor License created under Section 1 of this Ordinance to the Applicant, subject to the following conditions:

- A. The representatives of Western Springs Park District agree to meet periodically with the Local Liquor Control Commissioner, at the Commissioner's request, to discuss the retail sale, service, and outdoor possession and consumption of alcoholic liquor, in conjunction with the Special Event, and shall provide the Commissioner with information relative to its operation upon request.
- B. The President and Board of Trustees of the Village of Western Springs approve the following regulations relating to the Special Event:
  - (1) Approved Site Plan. The Special Event Site Plan that contains the diagram of the size, internal set up and location of the outdoor alcoholic beverage sales/consumption area to be operated during the Special Event is APPROVED AS SUBMITTED.
  - (2) Amendments to Approved Site Plan. The Applicant shall comply with the final Village-approved Special Event Site Plan, as amended, and all related regulations, including the recommendations set forth in any Village staff report issued relative to this Special Event. After its approval by the Village Board, the Village-approved Special Event Site Plan may be altered or amended at any time at the direction of the Local Liquor Control Commissioner or the Village Manager, in the interest of public safety.
  - (3) Approved Signage. Signage, as recommended by Village staff, or additional signage as otherwise required by the Village Manager or the Local Liquor Control Commissioner, shall be posted prior to or during the Special Event.
  - (4) Safety Requirements. The Applicant, at its cost, shall also comply with any modifications to, or other safety-related requirements pertaining to, the Licensed Premises that are required by the Village Manager, the Village's Chief Code Officer, the Fire Inspector, the Village Engineer and/or the Local Liquor Control Commissioner from time to time for the Special Event. After the approval date of this Ordinance, any such modifications or other safety-related requirements issued by the Village Manager, the Village Engineer, the Village's Chief Code Officer, the Fire Inspector and/or the Local Liquor Control Commissioner shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
  - (5) Special Event Alcoholic Sales/Service/Consumption Hours. All sales, service and consumption of alcoholic beverages shall be limited to the Licensed Premises in accordance with the regulations set forth in the Village's Liquor Control Ordinance for the Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License, **except that retail sales, service and consumption of alcoholic beverages shall be permitted within the outdoor alcoholic beverage sales/consumption area during the Special Event, as follows: retail sales and service of alcoholic liquor shall be permitted on Saturday, October 25, 2025, between the hours of 10:00 A.M. and 2:00 P.M. with 1:00 P.M. being the time for a "last call" deadline for retail sales and service of alcoholic liquor, and consumption of alcoholic liquor shall be permitted on Saturday, October 25, 2025 between the hours of 10:00 A.M. and 2:00 P.M.**

- (6) Dates and Hours for Set-Up, Take-Down; Bathrooms. The dates and hours for the set-up and take-down activities associated with the Special Event shall be scheduled by the Applicant. The Applicant's bathroom facilities in Spring Rock Park shall be open for use during the Special Event, and additional portable bathrooms shall be provided by the Applicant.
- (7) Lighting; Electricity. If the Applicant desires to install temporary electric lighting for the Licensed Premises, the Director of Community Development, in their discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the Licensed Premises and not at surrounding properties. The lighting plan shall be part of the Village-approved Special Event Site Plan. The Applicant, at its cost, shall be allowed to locate and operate power generators in the Licensed Premises to supply electrical power to the Special Event.
- (8) Water Usage. Not Applicable.
- (9) Noise; Music. The noise from the operation of and patrons of the Licensed Premises shall be monitored by the Applicant so as to not become a nuisance to surrounding property owners. Live music is allowed in the Licensed Premises during the above approved hours of operation of the Special Event, provided that the decibel level of the music is not a nuisance to surrounding property owners.
- (10) On-Site Manager. There shall be an on-site manager, who is qualified to serve in such capacity under the Village's Liquor Control Ordinance, physically present at the Licensed Premises at all times that alcoholic beverages are being sold, served and consumed.
- (11) Compliance with Regulations of Sales and Service of Alcohol and Food. The Applicant and all of its members or agents who serve or sell alcoholic beverages at the Special Event shall comply with all of the applicable provisions of federal, State and county laws and regulations and the Western Springs Municipal Code, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations of a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License set forth at Subsection 4-1-9(I), the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales and service of alcoholic beverages and food, and any other conditions or regulations imposed from time-to-time by the Village Board or the Local Liquor Control Commissioner. The Applicant shall sell and serve alcoholic beverages only in plastic or paper cups from the Village-approved alcoholic liquor service tent / table for consumption within the outdoor alcoholic beverage sales/consumption area.
- (12) BASSET/TIPS-Trained Wait Staff. Alcoholic beverages shall be sold and served by the BASSET/TIPS-trained wait staff who are at least twenty-one (21) years old. The wait staff shall sell and serve alcoholic beverages only to patrons who are twenty-one (21) years old or older, and who have a color wrist band issued by one of the Special Event security personnel, and who are located within the Licensed Premises.
- (13) Dram Shop Insurance. The Applicant shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum \$1,000,000 coverage



limits per Section 4-1-20 of the Municipal Code) has been purchased for the Special Event that covers the retail sale and service of alcoholic beverages by the Applicant.

- (14) Security - Alcoholic Beverage Sales/Consumption Areas and Special Event Area. The Licensed Premises shall have designated entrance and exit points for the public. During the hours of alcoholic beverage sales, BASSET/TIPS-trained adults employed by or working at the direction of the Applicant shall be posted at each designated entrance and exit point to check state or government issued identification of patrons and issue color wrist bands only to each patron entering the Licensed Premises who is twenty-one (21) years or older and who provides proof of age via identification. The color wrist bands shall be worn by all persons who possess and consume alcoholic beverages within the Licensed Premises. The Applicant will use its own security personnel during the Special Event. At the request of the Applicant, or if deemed necessary by the Director of Law Enforcement Services, or their designee, one or more Western Springs Police Officers will be assigned to work and patrol the Licensed Premises during the Special Event. The Applicant shall reimburse the Village for the hourly wages and benefits (including overtime hourly rate, if applicable) for the Western Springs Police Officer(s) who will work the Special Event.
- (15) Reimbursement of Village for Special Costs. Beyond the charges for the Western Springs Police Officer(s), the Village reserves the right to charge the Applicant 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 Applicant fails to perform its obligations under this Ordinance. Upon acceptance of the Class "I" Liquor License, the Applicant agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Event. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.
- (16) Additional Regulations. The President and Board of Trustees of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on the Applicant relative to its retail sale and service of alcoholic beverages any time prior to or during the Special Event.
- (17) On-Street Parking Regulations. During the Special Event, to ensure local vehicle traffic flow and public safety vehicle access, there shall be on-street parking on only one side of Central Avenue immediately adjacent to Spring Rock Park, and only on one side of Elm Street adjacent to Spring Rock Park, and other on-street temporary parking regulation signage will be authorized by the Department of Law Enforcement Services Director, in their sole discretion, and installed by the Village's Department of Law Enforcement Services.
- (18) Temporary Use Permit. Pursuant to Section 10-4-5 of the Village Code, the corporate authorities of the Village approve a Temporary Use Permit ("TUP") for the Applicant to conduct the Special Events as set forth above in this Ordinance. The Applicant shall comply with the applicable terms, conditions and provisions contained in the TUP as

well as the applicable provisions of the Village Code, including the Section 10-4-5 (F) (Outdoor Cafes). A copy of the fully executed TUP is attached to this Ordinance as **Exhibit "B"** and made a part hereof

**SECTION 3:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. Any Ordinance or portion thereof in conflict herewith is repealed to the extent of such conflict. Except as to any amendments heretofore mentioned, all Chapters and Sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by State law.

**PASSED** by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Village Board Meeting thereof, held on October 13, 2025 and approved by me as Village President, and attested by the Village Clerk, on the same day.

\_\_\_\_\_  
Heidi Rudolph, Village President

**ATTEST:**

\_\_\_\_\_  
Edward Tymick, Village Clerk

Published by me in pamphlet form on the 13th day of October, 2025.

\_\_\_\_\_  
Edward Tymick, Village Clerk

**Exhibit "A"**

**The Special Event Application**

(attached)

Draft

**Exhibit “B”**

**Temporary Use Permit**

(attached)

Draft

**VILLAGE OF WESTERN SPRINGS  
TEMPORARY USE PERMIT**

**For:** 2025 Halloween Bash Chili Cook-Off Special Event to be Held on  
Saturday, October 25, 2025  
**Approval:** October 13, 2025  
**Co-Applicant/Permittees:** Western Springs Park District and  
**Location:** Spring Rock Park

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At a Village of Western Springs Board Meeting held on **Monday, October 13, 2025**, the President and Board of Trustees of the Village of Western Springs (the "Village") voted to approve and issue a Temporary Use Permit ("TUP") to the Western Springs Park District and the Western Springs Business Association (collectively the "Permittees") to allow the Permittees to operate a **Special Event to be held on Saturday, October 25, 2025**, SUBJECT TO THE CONDITIONS BELOW:

**Permit for Special Event**

**Location:** The Permittees' filed an application consisting of: a Cover Letter dated September 16, 2025 and its attached Site Plan; a Special Event Liquor License Application dated September 16, 2025 (collectively, the "Application"). The Application is approved by the Village under this TUP. The Application and its Site Plan are attached hereto as **Group Exhibit "A"** and made a part hereof. The Permittees shall locate, construct, maintain and operate the Special Event within Spring Rock Park (the "Property") in accordance with the attached Application and Site Plan, subject to the conditions set forth below. A TUP 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. The **hours of operation** of the **Special Event** shall be:
  - General Special Event Activities: Saturday, October 25, 2025, between the hours of 10:00 A.M. and 2:00 P.M. and
  - Music will play during the Special Event, between the hours of 10:00 A.M. and 2:00 P.M. on Saturday, October 25, 2025, and
  - Retail sales, service and consumption of alcoholic liquor is permitted within the outdoor alcoholic beverage sales/consumption area during the Special Event, as follows: retail sales and service of alcoholic liquor shall be permitted on Saturday, October 25, 2025 between the hours of 10:00 A.M. and 2:00 pm with 1:00 P.M. being the time for a "last call" deadline for retail sales and service of alcoholic liquor, and consumption of alcoholic liquor shall be permitted on Saturday, October 25, 2025, between the hours of 10:00 A.M. and 2:00 P.M. The outdoor alcoholic beverage sales/consumption area shall be approved by the Village Special Event Liquor License Ordinance.



2. **Access by Public:** Prior to the opening time and after the closing time listed above, from the time that the Special Event equipment set-up commences to the time that the Special Event equipment is taken down, the public shall not be allowed to occupy the Special Event Area.
3. **Compliance with Code Regulations:** The Permittees shall locate, construct, maintain and operate the Special Event in accordance with the applicable laws and regulations, including the provisions of the Western Springs Municipal Code ("WSMC"), including but not limited to the TUP regulations set forth in Section 10-4-5 (Temporary Uses) of the WSMC.
  - a. The operation of the Special Event will be located entirely within the private or public property designated for the Special Event.
  - b. Trailers and other equipment must not block a public street, alley or sidewalk or a point of ingress or egress for emergency vehicles.
4. **Noise; Music:** The noise from the operation of and patrons of the Special Event shall be monitored by the Permittees so as to not become a nuisance to surrounding property owners.
5. **On-Site Manager:** There shall be an on-site manager for the Permittees physically present at the Property during the hours of operation of the Special Event.
6. **Special Event Alcoholic Sales/Service/Consumption Hours:** All sales, service and consumption of alcoholic beverages shall be limited to the Licensed Premises in accordance with the regulations set forth in the Village's Liquor Control Ordinance for the Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License, including the requirement that the Permittees issue wrist bands to age-eligible individuals who desire to purchase and consume alcoholic liquor, except that retail sales, service and consumption of alcoholic beverages shall be regulated as set forth above under Condition No. 1.
7. **Notice to Residents: At least fifteen (15) calendar days** prior to the Special Event, the Permittees shall provide written notice of the final Village-approved Site Plan and the hours of operation for the Special Event to the Central Avenue property owners who live across from Spring Rock Park between 47th Street and Burlington Avenue.
8. **Release, Hold Harmless and Indemnification Agreement:** By executing this TUP, the Permittees agree as follows:
  - A. Release Of Claims: The Permittees agree 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 members, officers, employees, volunteers, patrons and agents 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 Special Event or the approval, existence, use or operation of this TUP.

- B. **Risk Of Injury:** The Permittees assume the full risk of injuries, illness, death, damages or losses of any kind, which it or its employees, patrons or members of the public may sustain in any way in, on or about the Property or as part of attending the Special Event.
- C. **Indemnity and Defense:** The Permittees agree 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 the Permittees and their members, officers, officials, employees, contractors, subcontractors, volunteers, patrons and agents, arising out of, connected with, or in any way associated with the Special Event or the approval, existence, use or operation of this TUP.

9. **Insurance:** During the term of this TUP, the Permittees agree 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 its insurance policies related to the Special Event and the TUP for the hold harmless, defense and indemnification purposes stated herein. The Permittees 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 – \$4,000,000 per occurrence
- c. Property Damages -- \$500,000 per occurrence
- d. Workers’ Compensation – Statutory
- e. Dram Shop Coverage - Statutory

The Permittees shall provide the Village with satisfactory proof of the above insurance requirements. 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 the Permittees 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.

10. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Site 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 Permittees, at their cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Village-approved Site 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.

- 11. **Reimbursement of Village for Special Costs:** The Village reserves the right to charge the Permittees 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 Permittees fail to perform their obligations in that regard. Upon execution of this TUP, the Permittees agree 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.
  
- 12. **Compliance with Applicable Laws and Regulations.** All of the improvements and activities at the Property shall comply with the applicable provisions of federal, state, county and local laws and regulations, including the Western Springs Municipal Code and all accessibility regulations (i.e., the ADA, Illinois Accessibility Code, etc.).

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

**VILLAGE OF WESTERN SPRINGS**

By: \_\_\_\_\_  
Name: Heidi Rudolph  
Village President

Date: \_\_\_\_\_, 2025.

**WESTERN SPRINGS PARK DISTRICT**

By: \_\_\_\_\_  
Name: Brian Perkovich  
President

Date: \_\_\_\_\_, 2025.

**Date of Permit Issuance:** \_\_\_\_\_, 2025

**By:** \_\_\_\_\_

Heather Valone

Director of Community Development

Draft

**Group Exhibit “A”**

**Cover Letter issued by the Western Springs Park District and the Western Springs Business Association  
dated September 16, 2025 and its attached Site Plan**

(attached)

**and**

**Special Event Liquor License Application dated September 16, 2025 and executed on September 16,  
2025**

(incorporated herein by reference)

**(collectively, the “Application”)**



**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT FOR A CLASS "I"**  
**(Special Events On Property Owned Or Leased By A Not-For-Profit Organization)**  
**SPECIAL EVENT LIQUOR LICENSE**

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

**Liquor License Applicant:**  
**Western Springs Park District**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Representative

Date: \_\_\_\_\_, 2025

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 annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my office, entitled:

**ORDINANCE NO. 25-\_\_\_\_\_**

**AN ORDINANCE APPROVING THE CREATION OF A CLASS "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS PARK DISTRICT FOR THE 2025 HALLOWEEN BASH CHILI COOK-OFF SPECIAL EVENT TO BE HELD ON SATURDAY, OCTOBER 25, 2025 IN SPRING ROCK PARK.**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the 13th day of October, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 13th day of October, 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 13th day of October, 2025.

**[SEAL]**

\_\_\_\_\_  
Edward Tymick, Village Clerk

ORDINANCE NO. 25-\_\_\_\_

VOTE: \_\_\_\_\_

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

DATE: October 13, 2025.

OTHER: None.

**AN ORDINANCE APPROVING THE CREATION OF A CLASS "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS PARK DISTRICT FOR THE 2025 HALLOWEEN BASH CHILI COOK-OFF SPECIAL EVENT TO BE HELD ON SATURDAY, OCTOBER 25, 2025 IN SPRING ROCK PARK.**

**WHEREAS**, the Western Springs Park District (the "Applicant") filed a liquor license application dated September 16, 2025 with the Village Clerk for a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License for the Halloween Bash Chili Cook-Off Special Event to be held on **Saturday, October 25, 2025** (the "Special Event"), within Spring Rock Park ("Special Event Location"). Within the application, there is a Site Plan for the Special Event that shows the proposed layout of tents / tables and activity areas for the Special Event activities, consisting of inflatables, music, laser tag, artists (face painter, balloon, and juggler), chili cook off, other games and activities, and tents/tables for the alcohol beverage vendors within the Special Event Location, which will be designated as an "outdoor alcoholic beverage sales / consumption area", and a two-page narrative dated September 16, 2025, prepared by Park District Manager, Community Relationships and Events Barb that describes the proposed activities and offerings that will be part of the Special Event (the "Application"). The Application is incorporated herein by reference as Exhibit "A"; and

**WHEREAS**, the Special Event will be conducted on **Saturday, October 25, 2025, between the hours of 10:00 A.M. and 2:00 P.M. Music will play between 10:00 A.M. and 2:00 P.M. during the Special Event.** The Applicant will use its upper pavilion areas, upper parking lot and general picnic area for the Special Event and will also use its lower parking area and adjacent on-street parking for Special Event volunteer and patron parking, and make available its existing bathrooms in Spring Rock Park and will provide additional portable bathrooms for patron use. The Applicant is not authorized to permit the retail package sale of beer or other alcoholic beverages. **The retail sale, service and consumption of alcoholic liquor is permitted within the outdoor alcoholic beverage sales/consumption area during the Special Event, as follows: retail sales and service of alcoholic liquor shall be permitted on Saturday, October 25, 2025, from 10:00 A.M. to 2:00 P.M. with 1:00 P.M. being the time for a "last call" deadline for retail sales and service of alcoholic liquor, and consumption of alcoholic liquor shall be permitted on Saturday, October 25, 2025, between the hours of 10:00 A.M. and 2:00 P.M.** The outdoor alcoholic beverage sales/consumption area shall also be referred to in this Ordinance as the "Licensed Premises." Under the Village-issued Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License, the Applicant may select one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic liquor during the Special Event. The Applicant will engage one or more local area restaurants and food trucks, who will serve food (the "Participating Restaurants"). To participate in this Special Event, the Participating Restaurants will be required to provide written proof to the Village that they hold current licenses from the Cook County Department of Health (or other applicable governmental regulatory agency) in regard to food service to

the public. The requested alternate “rain date” is: To be determined by the Local Liquor Control Commissioner; and

**WHEREAS**, because the Special Event is similar to other special events conducted by the Applicant in prior years, it was not necessary for the Local Liquor Control Commission to consider this Application; and

**WHEREAS**, in regard to this Application, the President and Board of Trustees of the Village of Western Springs (the “Village”) make the following findings:

- A. The Applicant is the owner of Spring Rock Park, the real property on which an outdoor alcoholic beverage sales/consumption area will be constructed and operated during the Special Event;
- B. The Applicant qualifies as a “Special Event Retailer” and a “qualified not-for-profit organization” as defined by Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-3 (Definitions) of the Western Springs Municipal Code;
- C. The Applicant has received a Class “I” (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License from the Village in the past and operated its prior special events in a responsible manner;
- D. The Applicant and its representatives are found to be in compliance with all of the applicable sections of federal, State and county laws and regulations, and with the Village’s Municipal Code, the provisions of the Illinois Liquor Control Act of 1934 and the Village’s Liquor Control Ordinance;
- E. The BASSET-trained personnel provided by or retained by the Applicant will manage the retail sale and service of alcoholic liquor during the Special Event and will handle age ID checks, issue wrist bands to age-eligible individuals who desire to purchase and consume alcoholic liquor, and will monitor access into and out of the outdoor alcoholic beverage sales/consumption area; and
- F. The Applicant is eligible to receive a Class “I” (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License for the purpose of allowing the retail sale, service and consumption of alcoholic beverages at the Special Event.

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

**SECTION 1:** Pursuant to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-9 (Classifications of Licenses), Subsection 4-1-9(I) (Class “I” License - Special Events On Property Owned Or Leased By A Not-For-Profit Organization) of the Western Springs Village Code, the President and Board of Trustees of the Village of Western Springs approve the creation of a Class “I” Liquor License for issuance by the Local Liquor Control Commissioner to the Western Springs Park District (the “Applicant”) for the purpose of allowing the Applicant to sell at retail and serve alcoholic beverages, and also allowing the outdoor possession and consumption of alcoholic liquor within the Licensed Premises at the Special Event **on its proposed date and time, or such other alternate date and time in 2025 as determined by the Local Liquor Control Commissioner**, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 2.

**SECTION 2:** The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class “I” (Special Events On Property Owned Or Leased By A

Not-For-Profit Organization) Liquor License created under Section 1 of this Ordinance to the Applicant, subject to the following conditions:

- A. The representatives of Western Springs Park District agree to meet periodically with the Local Liquor Control Commissioner, at the Commissioner's request, to discuss the retail sale, service, and outdoor possession and consumption of alcoholic liquor, in conjunction with the Special Event, and shall provide the Commissioner with information relative to its operation upon request.
- B. The President and Board of Trustees of the Village of Western Springs approve the following regulations relating to the Special Event:
  - (1) Approved Site Plan. The Special Event Site Plan that contains the diagram of the size, internal set up and location of the outdoor alcoholic beverage sales/consumption area to be operated during the Special Event is APPROVED AS SUBMITTED.
  - (2) Amendments to Approved Site Plan. The Applicant shall comply with the final Village-approved Special Event Site Plan, as amended, and all related regulations, including the recommendations set forth in any Village staff report issued relative to this Special Event. After its approval by the Village Board, the Village-approved Special Event Site Plan may be altered or amended at any time at the direction of the Local Liquor Control Commissioner or the Village Manager, in the interest of public safety.
  - (3) Approved Signage. Signage, as recommended by Village staff, or additional signage as otherwise required by the Village Manager or the Local Liquor Control Commissioner, shall be posted prior to or during the Special Event.
  - (4) Safety Requirements. The Applicant, at its cost, shall also comply with any modifications to, or other safety-related requirements pertaining to, the Licensed Premises that are required by the Village Manager, the Village's Chief Code Officer, the Fire Inspector, the Village Engineer and/or the Local Liquor Control Commissioner from time to time for the Special Event. After the approval date of this Ordinance, any such modifications or other safety-related requirements issued by the Village Manager, the Village Engineer, the Village's Chief Code Officer, the Fire Inspector and/or the Local Liquor Control Commissioner shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
  - (5) Special Event Alcoholic Sales/Service/Consumption Hours. All sales, service and consumption of alcoholic beverages shall be limited to the Licensed Premises in accordance with the regulations set forth in the Village's Liquor Control Ordinance for the Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License, **except that retail sales, service and consumption of alcoholic beverages shall be permitted within the outdoor alcoholic beverage sales/consumption area during the Special Event, as follows: retail sales and service of alcoholic liquor shall be permitted on Saturday, October 25, 2025, between the hours of 10:00 A.M. and 2:00 P.M. with 1:00 P.M. being the time for a "last call" deadline for retail sales and service of alcoholic liquor, and consumption of alcoholic liquor shall be permitted on Saturday, October 25, 2025 between the hours of 10:00 A.M. and 2:00 P.M.**

- (6) Dates and Hours for Set-Up, Take-Down; Bathrooms. The dates and hours for the set-up and take-down activities associated with the Special Event shall be scheduled by the Applicant. The Applicant's bathroom facilities in Spring Rock Park shall be open for use during the Special Event, and additional portable bathrooms shall be provided by the Applicant.
- (7) Lighting; Electricity. If the Applicant desires to install temporary electric lighting for the Licensed Premises, the Director of Community Development, in their discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the Licensed Premises and not at surrounding properties. The lighting plan shall be part of the Village-approved Special Event Site Plan. The Applicant, at its cost, shall be allowed to locate and operate power generators in the Licensed Premises to supply electrical power to the Special Event.
- (8) Water Usage. Not Applicable.
- (9) Noise; Music. The noise from the operation of and patrons of the Licensed Premises shall be monitored by the Applicant so as to not become a nuisance to surrounding property owners. Live music is allowed in the Licensed Premises during the above approved hours of operation of the Special Event, provided that the decibel level of the music is not a nuisance to surrounding property owners.
- (10) On-Site Manager. There shall be an on-site manager, who is qualified to serve in such capacity under the Village's Liquor Control Ordinance, physically present at the Licensed Premises at all times that alcoholic beverages are being sold, served and consumed.
- (11) Compliance with Regulations of Sales and Service of Alcohol and Food. The Applicant and all of its members or agents who serve or sell alcoholic beverages at the Special Event shall comply with all of the applicable provisions of federal, State and county laws and regulations and the Western Springs Municipal Code, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations of a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License set forth at Subsection 4-1-9(I), the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales and service of alcoholic beverages and food, and any other conditions or regulations imposed from time-to-time by the Village Board or the Local Liquor Control Commissioner. The Applicant shall sell and serve alcoholic beverages only in plastic or paper cups from the Village-approved alcoholic liquor service tent / table for consumption within the outdoor alcoholic beverage sales/consumption area.
- (12) BASSET/TIPS-Trained Wait Staff. Alcoholic beverages shall be sold and served by the BASSET/TIPS-trained wait staff who are at least twenty-one (21) years old. The wait staff shall sell and serve alcoholic beverages only to patrons who are twenty-one (21) years old or older, and who have a color wrist band issued by one of the Special Event security personnel, and who are located within the Licensed Premises.
- (13) Dram Shop Insurance. The Applicant shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum \$1,000,000 coverage



limits per Section 4-1-20 of the Municipal Code) has been purchased for the Special Event that covers the retail sale and service of alcoholic beverages by the Applicant.

- (14) Security - Alcoholic Beverage Sales/Consumption Areas and Special Event Area. The Licensed Premises shall have designated entrance and exit points for the public. During the hours of alcoholic beverage sales, BASSET/TIPS-trained adults employed by or working at the direction of the Applicant shall be posted at each designated entrance and exit point to check state or government issued identification of patrons and issue color wrist bands only to each patron entering the Licensed Premises who is twenty-one (21) years or older and who provides proof of age via identification. The color wrist bands shall be worn by all persons who possess and consume alcoholic beverages within the Licensed Premises. The Applicant will use its own security personnel during the Special Event. At the request of the Applicant, or if deemed necessary by the Director of Law Enforcement Services, or their designee, one or more Western Springs Police Officers will be assigned to work and patrol the Licensed Premises during the Special Event. The Applicant shall reimburse the Village for the hourly wages and benefits (including overtime hourly rate, if applicable) for the Western Springs Police Officer(s) who will work the Special Event.
- (15) Reimbursement of Village for Special Costs. Beyond the charges for the Western Springs Police Officer(s), the Village reserves the right to charge the Applicant 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 Applicant fails to perform its obligations under this Ordinance. Upon acceptance of the Class "I" Liquor License, the Applicant agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Event. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.
- (16) Additional Regulations. The President and Board of Trustees of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on the Applicant relative to its retail sale and service of alcoholic beverages any time prior to or during the Special Event.
- (17) On-Street Parking Regulations. During the Special Event, to ensure local vehicle traffic flow and public safety vehicle access, there shall be on-street parking on only one side of Central Avenue immediately adjacent to Spring Rock Park, and only on one side of Elm Street adjacent to Spring Rock Park, and other on-street temporary parking regulation signage will be authorized by the Department of Law Enforcement Services Director, in their sole discretion, and installed by the Village's Department of Law Enforcement Services.
- (18) Temporary Use Permit. Pursuant to Section 10-4-5 of the Village Code, the corporate authorities of the Village approve a Temporary Use Permit ("TUP") for the Applicant to conduct the Special Events as set forth above in this Ordinance. The Applicant shall comply with the applicable terms, conditions and provisions contained in the TUP as

well as the applicable provisions of the Village Code, including the Section 10-4-5 (F) (Outdoor Cafes). A copy of the fully executed TUP is attached to this Ordinance as **Exhibit “B”** and made a part hereof

**SECTION 3:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. Any Ordinance or portion thereof in conflict herewith is repealed to the extent of such conflict. Except as to any amendments heretofore mentioned, all Chapters and Sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by State law.

**PASSED** by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Village Board Meeting thereof, held on October 13, 2025 and approved by me as Village President, and attested by the Village Clerk, on the same day.

\_\_\_\_\_  
Heidi Rudolph, Village President

**ATTEST:**

\_\_\_\_\_  
Edward Tymick, Village Clerk

Published by me in pamphlet form on the 13th day of October, 2025.

\_\_\_\_\_  
Edward Tymick, Village Clerk

**Exhibit "A"**

**The Special Event Application**

(attached)



September 16, 2025

The Honorable Heidi Rudolph  
President, Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, IL 60558

Dear President Rudolph,

The Western Springs Park District is in the planning stages of its 10<sup>th</sup> Anniversary Halloween Bash Chili Cook-Off. It is our desire to hold this event on Saturday, October 25, 2025, at Spring Rock Park (4400 Central Avenue). Approximately 500 participants expected.

We respectfully seek the Village of Western Springs' approval of the following items to proceed:

**Request for Approval:**

1. Special Event Liquor License – for beer and wine sales.
2. Special Permit – to allow food vendors, and activity businesses to participate.

**Fees and Costs:**

- Patrons wishing to consume beer or wine will purchase tickets on-site.
- A designated wristband tent will be used to check IDs and issue wristbands.
- The alcohol service hours will be:
  - **Saturday:** 10:00 AM – 2:00 PM
- Food and beverage sales will also take place on-site throughout the event.

**Event Details:**

- **Dates/Times:**
  - Saturday, October 25 | 10:00 AM – 1:00 PM
- **Location:** Spring Rock Park, Upper Pavilion area, Upper (east) parking lot, General Picnic Area. (Event layout attached.)

**Entertainment**

- DJ will perform:
  - **Saturday:** Beginning at 10:00 AM – 2PM
- Various activities such as inflatables, artists (face painter, balloon artist, juggler), outdoor laser tag.
- Games and activities will be provided for both children and adults.

**Food Concessions:**

- Approximately three (3) food truck vendors will be on-site, offering food for purchase.
- Up to 10 local food businesses competing in a Chili Cook Off.

**Alcohol Sales and Age Verification:**

- Patrons must be **21 years of age or older** to purchase beer and/or wine tickets.
- Tickets will be provided by the Western Springs Park District.
- Wristband tent operations will ensure ID checks and proper wrist banding for alcohol service.

**Chili Cook-Off:**

- Up to 8 Western Springs businesses will compete in a chili cook-off at the Upper Pavilion.

**Public Safety / Event Security:**

- Western Springs Park District staff will coordinate with the Police Chief and Fire Chief to ensure event safety.
- There will be three exit areas, staffed by Park District personnel and/or volunteers to monitor alcohol leaving the premises. "No Alcohol Past This Point" signage will also be posted at the 3 exit areas.

**Parking:**

- The **Upper Parking Lot** of Spring Rock Park will be closed for event use.
- The **Lower Parking Lot**, other parking areas in Spring Rock, surrounding street parking, will be available for attendees.
- Park District staff will ensure minimal activities are scheduled at Spring Rock Park during the event to minimize parking conflicts.

**Good Neighbor Efforts:**

- The Park District is committed to being good neighbors to the residents surrounding Spring Rock Park.
- A written notice about the event will be hand-delivered to adjacent homeowners on Central and Elm, who will also be invited to the event.

This letter serves as an initial summary to begin discussion with the Village Board, Liquor Commission, General Government Committee, and Village Staff. We seek your support and approval for the necessary permits and licenses to successfully hold the 10<sup>th</sup> Anniversary-Halloween Bash and Chili Cook-Off 2025.

We look forward to this 10<sup>th</sup> Anniversary Halloween Chili Cook-Off event and pledge the full cooperation of the Western Springs Park District in working together with the local businesses participating in the Chili Cook-Off.

Sincerely,



Barb Kartzmark  
Manager, Community Relationships and Events  
Western Springs Park District

**Cc:**

Ellen Baer – Village Manager  
Heather Valone – Director, Community Development  
Walt Knake – Executive Director, Western Springs Park District





Village of Western Springs  
Permit Application for Temporary Use

Applicant's Name BARBARA KARTZ MARK  
Organization WESTERN SPRINGS PARK DISTRICT  
Applicant's Phone 708-295-7008 Mobile # SAME  
Email BKARTZMARK@WSPRINGS.COM

Briefly describe the event requiring the temporary use: 10TH ANNIVERSARY HALLOWEEN BASH AND CHILI COOK OFF. WE WILL HAVE VARIOUS ACTIVITIES, BEER + WINE TENT, LOCAL BUSINESSES CHILI COOK OFF CONTEST

Type of Temporary Use

Trailer/Tent/Portable Lavatory/Shed \_\_\_\_\_  
Christmas Tree Lot \_\_\_\_\_  
Art, Craft and Book Sales \_\_\_\_\_  
Sidewalk Sales \_\_\_\_\_  
Vendor Cart or Food Concession LOCAL BUSINESSES CHILI COOK OFF - BEER/WINE  
Other FOOD TRUCKS (3 max) TENT

Location \_\_\_\_\_  
Dates of Use \_\_\_\_\_  
Comments \_\_\_\_\_

Barbara Kartzmark  
BARBARA KARTZMARK  
Signature of Applicant/ Printed Name

9-16-25  
Date

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Permit Number \_\_\_\_\_

\_\_\_\_\_  
Signature of Approver

\_\_\_\_\_  
Date





## 10th ANNIVERSARY HALLOWEEN BASH-CHILI COOK-OFF 2025



# Certificate of Coverage

## Name and Address of Agency

Park District Risk Management Agency  
2033 Burlington Avenue  
Lisle, IL 60532-1646  
(630) 769-0332

## Name and Address of Member

Western Springs Park District  
4400 Central Ave  
Western Springs, IL 60558

## Scope of Coverage

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the Constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments which are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the Agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year.

| Scope of Coverage                                                                         | Coverage Document | Coverage Dates             | Limits Each Occurrence                        |             |
|-------------------------------------------------------------------------------------------|-------------------|----------------------------|-----------------------------------------------|-------------|
| General Liability<br>x commercial general liability<br>x occurrence<br>x liquor liability | L010125           | 01/01/2025 -<br>12/31/2025 | Bodily Injury and Property<br>Damage Combined | \$4,000,000 |
|                                                                                           |                   |                            | Personal Injury                               | \$4,000,000 |
| Automobile Liability<br>x any auto                                                        | L010125           | 01/01/2025 -<br>12/31/2025 | Bodily Injury and Property<br>Damage Combined | \$4,000,000 |
| Workers' Compensation                                                                     | WC010125          | 01/01/2025 -<br>12/31/2025 |                                               | Statutory   |
| Employer's Liability                                                                      | WC010125          | 01/01/2025 -<br>12/31/2025 |                                               | \$3,000,000 |
| Property                                                                                  | P0700125          | 01/01/2025 -<br>12/31/2025 |                                               |             |
| Other<br>General Aggregate                                                                |                   | 01/01/2025 -<br>12/31/2025 |                                               | \$4,000,000 |

## Description of Operations/Locations/Vehicles/Special Items

Village of Western Springs, and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents is/are additionally insured for Western Springs Park District's Temporary Use Permit for a Halloween Bash, October 25, 2025.

The coverage provided to the Additional Covered Person or Entity shall apply on a primary and noncontributory basis with any insurance or self-insurance on which the Additional Covered Person or Entity is listed as a named insured.

Coverage is for general liability with respect to the operations of the Western Springs Park District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants, agents or employees.

## Certificate Holder

Village of Western Springs  
740 Hillgrove  
Western Springs, IL 60558

Date Issued: 9/17/2025



Authorized Representative

**ALL APPLICATIONS MUST BE TYPEWRITTEN. NO HANDWRITTEN FORMS WILL BE ACCEPTED.  
THE FURNISHING OF ANY INACCURATE INFORMATION SHALL BE CAUSE FOR LICENSE REVOCATION.**

**MUST BE FILED IN DUPLICATE WITH THE OFFICE OF THE VILLAGE MANAGER**

**VILLAGE OF WESTERN SPRINGS  
COOK COUNTY, ILLINOIS  
LOCAL LIQUOR CONTROL COMMISSION  
APPLICATION FOR SUPPLEMENTAL APPLICATION/MANAGER**

**DATE:** May 13, 2025

Honorable Presiding Village President and Local Liquor Control Commissioner  
Village of Western Springs, Illinois

Reference in this Application to an owner shall mean any person who is an owner of more than five percent (5%) of the corporation, a partner in a partnership or a member of a limited liability company, which is applying for the license. All questions must be answered completely. **QUESTIONS ARE TO BE ANSWERED ACCURATELY. IF QUESTIONS ARE NOT ANSWERED ACCURATELY, THE LICENSE WILL BE SUBJECT TO REVOCATION. IT WILL NOT BE A DEFENSE THAT ANSWERS WERE GIVEN TO THE BEST OF THE ANSWERER'S KNOWLEDGE. IT IS YOUR RESPONSIBILITY TO ASCERTAIN THE ACCURACY OF YOUR RESPONSE. IF MORE SPACE IS NEEDED TO FULLY RESPOND, ATTACH A SEPARATE PAGE(S).**

The undersigned (a MANAGER), Walt Knake (name) of Western Springs Park District  
d/b/a Western Springs Park District (business name and assumed name) makes application  
for a Class I liquor license, at the address of 4400 Central Avenue

**SCHEDULE OF VARIOUS CLASSES OF RETAIL LIQUOR LICENSES (SECTIONS 3-3-2 and 4-1-9):**

|                 |                                                                                                    |
|-----------------|----------------------------------------------------------------------------------------------------|
| <b>CLASS A:</b> | Full Service Restaurant with a Service Bar                                                         |
| <b>CLASS B:</b> | Full Service Restaurant with a Patron Bar                                                          |
| <b>CLASS C:</b> | Full Service Restaurant; Beer and Wine Only                                                        |
| <b>CLASS D:</b> | Limited-Service Restaurant License; Beer and Wine Only; No Patron or Service Bar                   |
| <b>CLASS E:</b> | Supermarket License                                                                                |
| <b>CLASS F:</b> | Culinary School License                                                                            |
| <b>CLASS G:</b> | Fine Wine, premium spirits and beer, gourmet food store                                            |
| <b>CLASS H:</b> | Outdoor Liquor Café                                                                                |
| <b>CLASS I:</b> | Special Event (Not-For-Profit Organization Owned or Leased Property)                               |
| <b>CLASS J:</b> | Special Event (Village-Owned Property (Beer And Wine Only)                                         |
| <b>CLASS K:</b> | BYOB - Corkage License (Beer and Wine Only)                                                        |
| <b>CLASS L:</b> | Limited Special Event License; Tastings Of Beer And Wine And Beer And Wine Package Sales Only      |
| <b>CLASS O:</b> | Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)       |
| <b>CLASS Q:</b> | Wine Establishment License (Wine Tasting And Retail Wine Sales By The Bottle; On-Site Consumption) |

IF A MANAGER IS TO BE EMPLOYED BY THE OWNER, THE MANAGER MUST COMPLETE AND SUBMIT AN APPLICATION, WHICH WILL BE MARKED AS A "SUPPLEMENTAL APPLICATION." THE INFORMATION PROVIDED IN THE QUESTIONS BELOW MUST BE PROVIDED FOR EACH INDIVIDUAL WHO WILL AT ANY PARTICULAR TIME BE THE PERSON ON THE PREMISES WHO HAS SUPERVISORY OR MANAGEMENT RESPONSIBILITY OVER THE OTHER EMPLOYEES. PLEASE PROVIDE SUCH INFORMATION ON SEPARATE SHEETS OF PAPER. EACH SUCH MANAGEMENT PERSON MUST BE FINGERPRINTED BY THE WESTERN SPRINGS DEPARTMENT OF LAW ENFORCEMENT SERVICES. APPOINTMENTS FOR FINGERPRINTING MUST BE MADE 72 HOURS IN ADVANCE. NO FINGERPRINTING WILL BE DONE WITHOUT SUCH AN APPOINTMENT.



1. **INFORMATION ON APPLICANT AND PERSON COMPLETING THIS APPLICATION.** Pursuant to Title 4, Chapter 1, Section 16 of the Western Springs Municipal Code, please provide the following information.

- A. Name: Walt Knake ☒ Male ☐ Female:
- B. Mailing Address: 4400 Central Ave
- C. Address at Residence: 4400 Central Ave
- D. Home Phone No.: \_\_\_\_\_ Cell: [REDACTED]
- Work Phone No.: 708-246-4225 Pager: \_\_\_\_\_
- E. Citizenship Status: [REDACTED]
- If naturalized citizen, time and place of naturalization: \_\_\_\_\_
- Place of Birth: [REDACTED]
- F. Driver's License Number: [REDACTED]
- G. Height: [REDACTED]
- H. Weight: [REDACTED]
- I. Color of eyes: [REDACTED]
- J. Color of hair: [REDACTED]
- K. Social Security number: [REDACTED]
- L. Vehicles owned with registration numbers: N/A
- M. Other home addresses within the last 5 years:

| Street Address | City, State, ZIP | Dates |    |
|----------------|------------------|-------|----|
|                |                  | From  | To |
| N/A            |                  |       |    |
|                |                  |       |    |

- N. Businesses owned or operated within the last 5 years that required a liquor license, stating: (a) Name of business; (b) State and municipal liquor license numbers; (c) Address; and (d) Phone number.

Business Name: None

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Dates owned: From: \_\_\_\_\_ To: \_\_\_\_\_

Describe any liquor license incident requiring police intervention:

State liquor license #: \_\_\_\_\_ Date of license: \_\_\_\_\_

Municipal liquor license #: \_\_\_\_\_ Date of license: \_\_\_\_\_

Name, address and telephone number of municipality issuing liquor license:

\_\_\_\_\_

\_\_\_\_\_

2. Has any of the Applicant's liquor licenses ever been suspended or revoked? If so, explain:  
No

3. How long has the Applicant been in the business of the retail sale of alcohol? \_\_\_\_\_

Describe the nature of its business experiences:

N/A

4. Has the Applicant ever held another liquor license in the United States? ☐ Yes ☒ No

If yes, state the dates, city and state of each license:

License Holder: \_\_\_\_\_ Date: \_\_\_\_\_

City and State: \_\_\_\_\_

License Holder: \_\_\_\_\_ Date: \_\_\_\_\_

City and State: \_\_\_\_\_

5. Has the Applicant ever been denied a liquor license from any jurisdiction? ☐ Yes ☒ No

If yes, state the date of particulars: \_\_\_\_\_

6. Has the Applicant ever had a previous liquor license (whether wholesale or retail) revoked by the Federal Government or by any state, county or local government? ☐ Yes ☒ No

If yes, explain: \_\_\_\_\_

7. Other than when making an initial application for a license, has the Applicant or any predecessor to or subsidiary or corporate parent entity of the Applicant ever been subject to charges, hearing or investigation by any jurisdiction with respect to a liquor license? ☐ Yes ☒ No

If yes, please state the following:

Previous Licensor: \_\_\_\_\_ Licensee Name(s): \_\_\_\_\_

Licensee(s) Address(es): \_\_\_\_\_

Address of Licensed Premises: \_\_\_\_\_

Names of the licensed establishment and the date or dates of such revocation or suspension: \_\_\_\_\_

If no charges were involved, state the reason for the investigation or hearing: \_\_\_\_\_

8. Has the Applicant ever been found guilty of a felony or a misdemeanor, including but not limited to any gambling offense, concerning the sale or use of illegal drugs or any alcohol related traffic offense? ☐ Yes ☒ No

If yes, explain the charge, the date, the city and state where the charge was brought, and the disposition. This must include all findings of guilty, whether subsequently vacated or not and shall specifically include any orders of court supervision, whether satisfactorily completed or not.

Name of Person: \_\_\_\_\_ Charge: \_\_\_\_\_

Date: \_\_\_\_\_ City and State: \_\_\_\_\_

Disposition: \_\_\_\_\_

Name of Person: \_\_\_\_\_ Charge: \_\_\_\_\_

Date: \_\_\_\_\_ City and State: \_\_\_\_\_

Disposition: \_\_\_\_\_

9. Is the Applicant an elected public official? ☐ Yes ☒ No

If yes, state the office and unit of government: \_\_\_\_\_

10. Does Applicant hold any law enforcement office? ☐ Yes ☒ No

If yes, name the person, title and agency:

Person: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_

11. In the past two years, has the Applicant made any political contributions to any member of the Western Springs Board of Trustees or to any member of the Illinois State Liquor Commission? ☐ Yes ☒ No

If the answer is "Yes", identify each contribution and the amount:

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

12. Does the Applicant possess a current Federal Wagering or Gambling Device Stamp? ☐ Yes ☒ No

If yes, state the reasons \_\_\_\_\_



13. Pursuant to Title 4, Chapter 1, Section 15 of the Western Springs Municipal Code, no license shall be issued if any of the below statements cannot be answered in the affirmative by the Applicant. By signing this Application, the Applicant affirmatively states that the Applicant is:
- A. A person who is a resident of the Village (unless Subsections J, K or L apply).
  - B. A person of good character and reputation in the community in which he or she resides.
  - C. A person who is a citizen of the United States.
  - D. A person who has not been convicted of a felony under any federal or state law, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
  - E. A person who has not been convicted of being the keeper of or is not keeping a house of ill fame.
  - F. A person who has not been convicted of pandering, sexual molestation or other crime or misdemeanor opposed to decency and morality.
  - G. A person whose license to sell alcoholic liquor, whether issued under this Chapter or by any other governmental entity, has not been revoked for cause.
  - H. A person who at the time of application for renewal of license issued hereunder would be eligible for such license upon a first application.
  - I. A partnership, and all of the partners of such partnership qualified to obtain a license as individuals except for reason of residency.
  - J. A copartnership, if any general partnership thereof, or any limited partnership thereof, owning more than 5% of the aggregate limited partner interest in such copartnership would not be eligible to receive a license hereunder for any reason other than residence within the Village.
  - K. A corporation where:
    - (i.) No officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five percent (5%) of the stock of such corporation, is ineligible to receive a license hereunder for any reason other than citizenship and residency; and
    - (ii.) It is incorporated in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois, it is in good standing under the state of incorporation.
  - L. A limited liability company where:
    - (i.) No officer, manager or director owning more than 5% of the aggregate ownership interest in such company is ineligible to receive a license hereunder for any reason hereunder other than citizenship and residency; and
    - (ii.) It is organized in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign limited liability company which is qualified under Illinois law to transact business in Illinois, it is in good standing under the state of organization.
  - M. A person whose place of business is conducted and physically controlled and operated by a manager or agent and such manager or agent possesses the same qualifications required of an individual licensee hereunder.
  - N. A person who has not been convicted of a violation of any federal or state law concerning the sale or use of illegal drugs, or the manufacture, possession or sale of alcoholic liquor, or has not forfeited his bond to appear in court to answer charges of any such violation, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.

- O. A person who either owns the premises (or the beneficial interest in a land trust owning the premises) for which a license is sought, or has a lease thereon for the full period for which the license is to be issued.
- P. A person who is a beneficial owner of the business to be operated by the licensee.
- Q. A person who is not a law enforcing public official, the village president, member of the board of trustees, member of the local liquor control commission or any other elected public official, unless said applicant is a member of the board of trustees (except for the village president who serves as the local liquor commissioner) who seeks a license in relation to premises that are located within the Village, provided (i) the sale of alcoholic liquor pursuant to the license is incidental to the selling of food, (ii) the issuance of the license is approved by the State Commission, (iii) the issuance of the license is in accordance with all applicable local ordinances in effect where the premises are located, and (iv) the official granted a license does not vote on alcoholic liquor issues pending before the Village Board.
- R. A person or entity to whom a federal wagering stamp has not been issued by the federal government for the current tax period unless the person or entity is eligible to be issued a license under the Raffles Act or the Illinois Pull Tabs and Jar Games Act.
- S. A person who has not been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.
- T. A person who is twenty-one (21) years of age or older.

**14. Pursuant to Title 4, Chapter 1, Section 16 of the Western Springs Municipal Code, by signing this Application, the Applicant affirmatively states that:**

- A. The Applicant has not been convicted of a felony or any other offenses prohibited under Title 4 of the Western Springs Municipal Code.
- B. The Applicant will not violate any of the laws of the Village, the State or of the United States in the conduct or operation of the place of business to be licensed.

**15. The Applicant shall complete and submit with this Application an Authorization for Release of Information Relative to Application for Retail Liquor License on a form approved by the Village.**

**IF A NEW MANAGER HAS BEEN OR IS ADDED TO THE BUSINESS, THAT PERSON MUST CONTACT THE WESTERN SPRINGS DEPARTMENT OF LAW ENFORCEMENT SERVICES, (708) 246-1800, TO SET UP AN APPOINTMENT TO BE FINGERPRINTED AND MUST SUBMIT A SUPPLEMENTAL APPLICATION. THE APPOINTMENT SHOULD BE MADE MONDAY THROUGH FRIDAY FROM 9:00 A.M. TO 5:00 P.M.**

**A LIQUOR LICENSE IS NOT TRANSFERABLE. IF YOU ANTICIPATE A SALE OF THE BUSINESS, OR A CHANGE IN OWNERSHIP OR MANAGEMENT, IT IS YOUR SOLE RESPONSIBILITY TO ASSURE THAT THE REQUIRED NOTIFICATION AND/OR REAPPLICATION PROCESS IS STARTED AT LEAST 120 DAYS PRIOR TO THE CHANGE. ALL INVESTIGATIONS BY THE LOCAL AUTHORITIES MUST BE COMPLETED BEFORE THE LOCAL LIQUOR CONTROL COMMISSIONER AND LOCAL LIQUOR CONTROL COMMISSION WILL CONSIDER THE APPLICATION.**



**SIGNATORY PAGE**

Corporate Seal  
(If applicant is corporation)

STATE OF ILLINOIS        )  
                                      ) ss.  
COUNTY OF C O O K        )

The undersigned, **Walt Knake**, first being duly sworn, under oath deposes and says that \_he\_ is/are the Applicant(s) for the license requested in the foregoing Application; that \_he\_ is/are of good repute, character and standing and that answers to the questions asked in the foregoing Application are true and correct in every detail. I further state that I have read and understand the Code provisions of the Western Springs Municipal Code that govern the sale and delivery of alcoholic beverages. I further agree not to violate any of the laws of the State of Illinois, the United States of America or any of the ordinances of the Village of Western Springs in the conduct of my place of business.

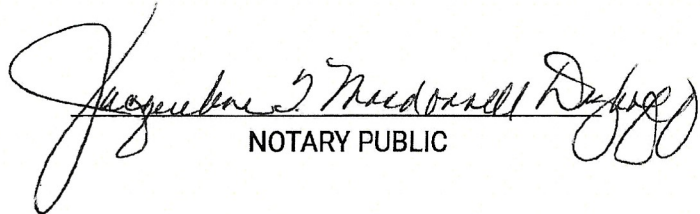
**I ALSO UNDERSTAND THAT AN UNTRUE, INCORRECT OR MISLEADING ANSWER GIVEN IN THIS APPLICATION IS SUFFICIENT CAUSE FOR THE REFUSAL TO GRANT OR THE REVOCATION OF ANY LICENSE GRANTED PURSUANT TO THIS APPLICATION.**

I further give my permission to the Village of Western Springs or any agency of the Village to check with any agency or individual named or referred to in this Application to verify or clarify any answer that I have given.

**Walt Knake**

\_\_\_\_\_  
APPLICANT

Subscribed and Sworn to before me this 13<sup>th</sup> day of May, 2025

  
NOTARY PUBLIC

**APPLICATION APPROVED:**

\_\_\_\_\_  
Local Liquor Control Commissioner

Date: \_\_\_\_\_



**Exhibit "B"**

**Temporary Use Permit**

(attached)

**VILLAGE OF WESTERN SPRINGS  
TEMPORARY USE PERMIT**

**For:** 2025 Halloween Bash Chili Cook-Off Special Event to be Held on  
Saturday, October 25, 2025  
**Approval:** October 13, 2025  
**Co-Applicant/Permittees:** Western Springs Park District and  
**Location:** Spring Rock Park

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At a Village of Western Springs Board Meeting held on **Monday, October 13, 2025**, the President and Board of Trustees of the Village of Western Springs (the "Village") voted to approve and issue a Temporary Use Permit ("TUP") to the Western Springs Park District and the Western Springs Business Association (collectively the "Permittees") to allow the Permittees to operate a **Special Event to be held on Saturday, October 25, 2025**, SUBJECT TO THE CONDITIONS BELOW:

**Permit for Special Event**

**Location:** The Permittees' filed an application consisting of: a Cover Letter dated September 16, 2025 and its attached Site Plan; a Special Event Liquor License Application dated September 16, 2025 (collectively, the "Application"). The Application is approved by the Village under this TUP. The Application and its Site Plan are attached hereto as **Group Exhibit "A"** and made a part hereof. The Permittees shall locate, construct, maintain and operate the Special Event within Spring Rock Park (the "Property") in accordance with the attached Application and Site Plan, subject to the conditions set forth below. A TUP 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. The **hours of operation** of the **Special Event** shall be:
  - General Special Event Activities: Saturday, October 25, 2025, between the hours of 10:00 A.M. and 2:00 P.M. and
  - Music will play during the Special Event, between the hours of 10:00 A.M. and 2:00 P.M. on Saturday, October 25, 2025, and
  - Retail sales, service and consumption of alcoholic liquor is permitted within the outdoor alcoholic beverage sales/consumption area during the Special Event, as follows: retail sales and service of alcoholic liquor shall be permitted on Saturday, October 25, 2025 between the hours of 10:00 A.M. and 2:00 pm with 1:00 P.M. being the time for a "last call" deadline for retail sales and service of alcoholic liquor, and consumption of alcoholic liquor shall be permitted on Saturday, October 25, 2025, between the hours of 10:00 A.M. and 2:00 P.M. The outdoor alcoholic beverage sales/consumption area shall be approved by the Village Special Event Liquor License Ordinance.



2. **Access by Public:** Prior to the opening time and after the closing time listed above, from the time that the Special Event equipment set-up commences to the time that the Special Event equipment is taken down, the public shall not be allowed to occupy the Special Event Area.
3. **Compliance with Code Regulations:** The Permittees shall locate, construct, maintain and operate the Special Event in accordance with the applicable laws and regulations, including the provisions of the Western Springs Municipal Code ("WSMC"), including but not limited to the TUP regulations set forth in Section 10-4-5 (Temporary Uses) of the WSMC.
  - a. The operation of the Special Event will be located entirely within the private or public property designated for the Special Event.
  - b. Trailers and other equipment must not block a public street, alley or sidewalk or a point of ingress or egress for emergency vehicles.
4. **Noise; Music:** The noise from the operation of and patrons of the Special Event shall be monitored by the Permittees so as to not become a nuisance to surrounding property owners.
5. **On-Site Manager:** There shall be an on-site manager for the Permittees physically present at the Property during the hours of operation of the Special Event.
6. **Special Event Alcoholic Sales/Service/Consumption Hours:** All sales, service and consumption of alcoholic beverages shall be limited to the Licensed Premises in accordance with the regulations set forth in the Village's Liquor Control Ordinance for the Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License, including the requirement that the Permittees issue wrist bands to age-eligible individuals who desire to purchase and consume alcoholic liquor, except that retail sales, service and consumption of alcoholic beverages shall be regulated as set forth above under Condition No. 1.
7. **Notice to Residents: At least fifteen (15) calendar days** prior to the Special Event, the Permittees shall provide written notice of the final Village-approved Site Plan and the hours of operation for the Special Event to the Central Avenue property owners who live across from Spring Rock Park between 47th Street and Burlington Avenue.
8. **Release, Hold Harmless and Indemnification Agreement:** By executing this TUP, the Permittees agree as follows:
  - A. Release Of Claims: The Permittees agree 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 members, officers, employees, volunteers, patrons and agents 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 Special Event or the approval, existence, use or operation of this TUP.

- B. Risk Of Injury: The Permittees assume the full risk of injuries, illness, death, damages or losses of any kind, which it or its employees, patrons or members of the public may sustain in any way in, on or about the Property or as part of attending the Special Event.
- C. Indemnity and Defense: The Permittees agree 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 the Permittees and their members, officers, officials, employees, contractors, subcontractors, volunteers, patrons and agents, arising out of, connected with, or in any way associated with the Special Event or the approval, existence, use or operation of this TUP.

9. **Insurance:** During the term of this TUP, the Permittees agree 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 its insurance policies related to the Special Event and the TUP for the hold harmless, defense and indemnification purposes stated herein. The Permittees 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 – \$4,000,000 per occurrence
- c. Property Damages -- \$500,000 per occurrence
- d. Workers’ Compensation – Statutory
- e. Dram Shop Coverage - Statutory

The Permittees shall provide the Village with satisfactory proof of the above insurance requirements. 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 the Permittees 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.

10. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Site 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 Permittees, at their cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Village-approved Site 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.

- 11. **Reimbursement of Village for Special Costs:** The Village reserves the right to charge the Permittees 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 Permittees fail to perform their obligations in that regard. Upon execution of this TUP, the Permittees agree 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.
  
- 12. **Compliance with Applicable Laws and Regulations.** All of the improvements and activities at the Property shall comply with the applicable provisions of federal, state, county and local laws and regulations, including the Western Springs Municipal Code and all accessibility regulations (i.e., the ADA, Illinois Accessibility Code, etc.).

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

**VILLAGE OF WESTERN SPRINGS**

By: \_\_\_\_\_  
Name: Heidi Rudolph  
Village President

Date: \_\_\_\_\_, 2025.

**WESTERN SPRINGS PARK DISTRICT**

By: \_\_\_\_\_  
Name: Brian Perkovich  
President

Date: \_\_\_\_\_, 2025.

**Date of Permit Issuance:** \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Heather Valone  
Director of Community Development

**Group Exhibit “A”**

**Cover Letter issued by the Western Springs Park District and the Western Springs Business Association  
dated September 16, 2025 and its attached Site Plan**

(attached)

**and**

**Special Event Liquor License Application dated September 16, 2025 and executed on September 16,  
2025**

(incorporated herein by reference)

**(collectively, the “Application”)**





September 16, 2025

The Honorable Heidi Rudolph  
President, Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, IL 60558

Dear President Rudolph,

The Western Springs Park District is in the planning stages of its 10<sup>th</sup> Anniversary Halloween Bash Chili Cook-Off. It is our desire to hold this event on Saturday, October 25, 2025, at Spring Rock Park (4400 Central Avenue). Approximately 500 participants expected.

We respectfully seek the Village of Western Springs' approval of the following items to proceed:

**Request for Approval:**

1. Special Event Liquor License – for beer and wine sales.
2. Special Permit – to allow food vendors, and activity businesses to participate.

**Fees and Costs:**

- Patrons wishing to consume beer or wine will purchase tickets on-site.
- A designated wristband tent will be used to check IDs and issue wristbands.
- The alcohol service hours will be:
  - **Saturday:** 10:00 AM – 2:00 PM
- Food and beverage sales will also take place on-site throughout the event.

**Event Details:**

- **Dates/Times:**
  - Saturday, October 25 | 10:00 AM – 1:00 PM
- **Location:** Spring Rock Park, Upper Pavilion area, Upper (east) parking lot, General Picnic Area. (Event layout attached.)

**Entertainment**

- DJ will perform:
  - **Saturday:** Beginning at 10:00 AM – 2PM
- Various activities such as inflatables, artists (face painter, balloon artist, juggler), outdoor laser tag.
- Games and activities will be provided for both children and adults.

**Food Concessions:**

- Approximately three (3) food truck vendors will be on-site, offering food for purchase.
- Up to 10 local food businesses competing in a Chili Cook Off.

**Alcohol Sales and Age Verification:**

- Patrons must be **21 years of age or older** to purchase beer and/or wine tickets.
- Tickets will be provided by the Western Springs Park District.
- Wristband tent operations will ensure ID checks and proper wrist banding for alcohol service.

**Chili Cook-Off:**

- Up to 8 Western Springs businesses will compete in a chili cook-off at the Upper Pavilion.

**Public Safety / Event Security:**

- Western Springs Park District staff will coordinate with the Police Chief and Fire Chief to ensure event safety.
- There will be three exit areas, staffed by Park District personnel and/or volunteers to monitor alcohol leaving the premises. "No Alcohol Past This Point" signage will also be posted at the 3 exit areas.

**Parking:**

- The **Upper Parking Lot** of Spring Rock Park will be closed for event use.
- The **Lower Parking Lot**, other parking areas in Spring Rock, surrounding street parking, will be available for attendees.
- Park District staff will ensure minimal activities are scheduled at Spring Rock Park during the event to minimize parking conflicts.

**Good Neighbor Efforts:**

- The Park District is committed to being good neighbors to the residents surrounding Spring Rock Park.
- A written notice about the event will be hand-delivered to adjacent homeowners on Central and Elm, who will also be invited to the event.

This letter serves as an initial summary to begin discussion with the Village Board, Liquor Commission, General Government Committee, and Village Staff. We seek your support and approval for the necessary permits and licenses to successfully hold the 10<sup>th</sup> Anniversary-Halloween Bash and Chili Cook-Off 2025.

We look forward to this 10<sup>th</sup> Anniversary Halloween Chili Cook-Off event and pledge the full cooperation of the Western Springs Park District in working together with the local businesses participating in the Chili Cook-Off.

Sincerely,



Barb Kartzmark  
Manager, Community Relationships and Events  
Western Springs Park District

**Cc:**

Ellen Baer – Village Manager  
Heather Valone – Director, Community Development  
Walt Knake – Executive Director, Western Springs Park District





Village of Western Springs  
Permit Application for Temporary Use

Applicant's Name BARBARA KARTZ MARK  
Organization WESTERN SPRINGS PARK DISTRICT  
Applicant's Phone 708-295-7008 Mobile # SAME  
Email BKARTZMARK@WSPRINGS.COM

Briefly describe the event requiring the temporary use: 10TH ANNIVERSARY HALLOWEEN BASH AND CHILI COOK OFF. WE WILL HAVE VARIOUS ACTIVITIES, BEER + WINE TENT, LOCAL BUSINESSES CHILI COOK OFF CONTEST

Type of Temporary Use

Trailer/Tent/Portable Lavatory/Shed \_\_\_\_\_  
Christmas Tree Lot \_\_\_\_\_  
Art, Craft and Book Sales \_\_\_\_\_  
Sidewalk Sales \_\_\_\_\_  
Vendor Cart or Food Concession LOCAL BUSINESSES CHILI COOK OFF - BEER/WINE  
Other FOOD TRUCKS (3 max) TENT

Location \_\_\_\_\_  
Dates of Use \_\_\_\_\_  
Comments \_\_\_\_\_

Barbara Kartzmark  
BARBARA KARTZ MARK  
Signature of Applicant/ Printed Name

9-16-25  
Date

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Permit Number \_\_\_\_\_

\_\_\_\_\_  
Signature of Approver

\_\_\_\_\_  
Date





## 10th ANNIVERSARY HALLOWEEN BASH-CHILI COOK-OFF 2025



**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT FOR A CLASS "I"**  
**(Special Events On Property Owned Or Leased By A Not-For-Profit Organization)**  
**SPECIAL EVENT LIQUOR LICENSE**

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

**Liquor License Applicant:**  
**Western Springs Park District**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Representative

Date: \_\_\_\_\_, 2025



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 annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my office, entitled:

**ORDINANCE NO. 25-\_\_\_\_\_**

**AN ORDINANCE APPROVING THE CREATION OF A CLASS "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS PARK DISTRICT FOR THE 2025 HALLOWEEN BASH CHILI COOK-OFF SPECIAL EVENT TO BE HELD ON SATURDAY, OCTOBER 25, 2025 IN SPRING ROCK PARK.**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the 13th day of October, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 13th day of October, 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 13th day of October, 2025.

**[SEAL]**

\_\_\_\_\_  
Edward Tymick, Village Clerk



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: October 13, 2025

#### **AGENDA ITEM 6.B.**

**To:** Board of Trustees

**From:** Ellen Baer, Village Manager

**CC:** Casey Biernacki, Deputy Village Manager

**RE:** 2025/2026 Strategic Plan - Draft Discussion

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#### **Recommendation**

The General Government Committee reviewed this item at their meeting on September 29, 2025 and recommended the plan be reviewed by the Village Board and considered for approval at the October 27, 2025 Board Meeting.

#### **Summary**

A municipal strategic plan is essential because it defines the short and long-term focus for the municipality's future. It aligns goals, resources, and programs and reflects the shared vision of the elected body.

As a result of the Strategic Plan update workshop meetings held this summer, each of the established pillars of the Village of Western Springs Strategic Plan were reviewed and sub-categories have been updated to reflect the feedback received from Board members collectively. Once finalized, the plan will guide the Village Board and staff to make well-informed decisions regarding budget allocations, community engagement topics, and project and study advancements. This strategic direction will ensure that our initiatives are both focused and effective in addressing the growth and development needs of the community.

The draft document outlines the proposed changes for your consideration. To finalize the 2025/2026 Strategic Plan, the General Government Committee was asked to review the draft which has now been advanced to the Board for consideration as part of the Village budget process. I recommend the Village Board review the plan at the October 13 meeting with possible approval on October 27, 2025.

#### **Financial Impact**

#### **Recommended Motion**

I move to recommend approval of the Strategic Plan by the Village Board of Trustees.

#### **Strategic Plan Alignment**

## Strategic Plan Development

### **File Attachments**

1. Draft Strategic Plan Updates 2025 and 2026 - Updated

## Village of Western Springs

# DRAFT STRATEGIC PLAN

**2025/2026**

2025 Special Meetings

### **Session 1 - June 16, 2025**

- Financial Sustainability

### **Session 2 - July 21, 2025**

- Community Planning and Economic Development

### **Session 3 - August 18, 2025**

- Infrastructure Improvements
- Community Engagement and Public Safety
- Organizational Development



740 Hillgrove Avenue  
Western Springs, IL 60558  
(708) 246-1800

[www.wsprings.com](http://www.wsprings.com)



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# Village of Western Springs - 2024/2025 Strategic Plan

| Financial Sustainability                                                                   | Organizational Development                                                                     | Community Engagement                                                   | Economic Development                                          | Infrastructure Improvements                                              |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------|
| Develop Long-Term Financial Plan/Strategies and Explore Revenue - Generating Opportunities | Continue to Explore Succession Planning Strategies                                             | Revise/Update the Capital Outlook Report Improve Community Education   | Develop/Implement Comprehensive Community Development Plan    | Develop Long-Term Plan for Addressing Infrastructure Improvements        |
| Develop Plans to Address Village's Risk and Liability Exposure                             | Develop Response and Contingency Plans                                                         | Enhance Communication and Expand Transactions available at the Village | Continue to Identify Green Initiatives for Village Operations | Undertake a Flooding and Stormwater Impact and Mitigation Analysis       |
| Evaluate and Explore Opportunities for Shared Services                                     | Develop Staffing Plan to Explore Strategies to Align Current Services Model with Future Demand | Explore Marketing and Branding                                         | Explore Affordable Housing Options                            | Conduct a Village-Wide Facilities Needs and Improvement Assessment Study |
| Explore Home Rule Status                                                                   |                                                                                                | Monitor Tollway Project and Communicate Progress                       | Study and Evaluate Better Utilization of Tower Green          |                                                                          |

## Legend

- Short-Term (1-3 Years)
- Long-Term (3-5 Years)

# Village of Western Springs - 2025/2026 Draft Plan

| Financial Sustainability                                               | Organizational Development                                                       | Public Safety and Community Engagement                                                                                | Community Planning and Economic Development                                                         | Infrastructure Improvements                                            |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| Evaluate and Implement Opportunities for Shared Services and Equipment | Advance Staff Training and Development to Support Succession Planning Strategies | Foster Effective Communication to Further Understanding of Village Services and Projects                              | Update Comprehensive Plan and Economic Development Policy                                           | Undertake a Flooding and Stormwater Impact and Mitigation Analysis     |
| Identify and Reduce Village Risk and Liability                         | Align Technologies with Future Service Demand                                    | Implement Training and Exercise Programs to Prepare for Critical Incidents Using Established Emergency Response Plans | Identify and Implement Green Initiatives for Village Operations                                     | Maintain the Long-Term Plan for Addressing Infrastructure Improvements |
| Develop Long-Term Financial Opportunities and Strategies               |                                                                                  | Expand Public Safety Initiatives to Engage and Inform the Public                                                      | Evaluate Improvements at the Historic Tower and Downtown Area and Support Expanded Community Events |                                                                        |
|                                                                        |                                                                                  |                                                                                                                       | Actively Foster Redevelopment in the TIF Districts and Attract New Businesses in the Downtown       |                                                                        |

Legend

|                        |                                           |
|------------------------|-------------------------------------------|
| Short-Term (1-3 Years) | Added or Changed for 225/26 Consideration |
| Long-Term (3-5 Years)  |                                           |

### **In Progress**

- Joint Fire training initiatives with LaGrange, LaGrange Park, Pleasantview and Hinsdale
- Shared mental health services
- Springdale Detention Project with Park District
- LPR Camera Co-Locate with Timber Trails, Park District, and School District 204
- Shared Equipment for Public Works with Village of Willow Springs and City of Darien

### **Next Steps**

- Continued tabletop training for emergency preparedness
- Promotion of Willowbrook Senior Travel program partnership
- Gilbert Avenue resurfacing project including pedestrian crossing at Burlington - grant and cost share with Village of LaGrange

### **Completed**

- Illinois Public Works Mutual Aid Network (IPWMAN)
- Intergovernmental cooperation for small cell
- WSBA event support (Gathering on the Green, Fall Fest, Jammin' in July, Winter Wonderland, etc.)
- Intergovernmental agreement with LTACC for shared IT services
- Hinsdale Humane Society stray services
- WCCA
- Partnership with outside organizations (Countryside) for Recreation Programs
- Explored shared purchase of ladder truck for Fire Department - On hold
- License plate readers (LPRs)

### **In Progress**

- IRMA/Public Works OSHA Training
- IRMA/OSHA policy reviews
- Applied for grant funding for ADA accessibility in Recreation
- Applied for grant funding for Walking Pads for sedentary workers
- Public safety training for community agencies and internal Village departments
- Stormwater management projects
- Training in School Facilities

### **Next Steps**

- Identify funding options to address challenges with pensions
- National Incident Management Systems (NIMS) training
- Tabletop Exercises and
- Addition of "Walk Your Wheels" Banners to augment stickers in downtown

### **Completed**

- National Incident Management Systems (NIMS) training
- Capital Infrastructure Plan
- Building Supervisor coverage at Recreation Center and Grand Avenue
- Increased staff IRMA participation
- KnowBe4 Training Module
- IT Security Training
- Wall padding and basketball hoop improvements at Grand Avenue and Recreation Center
- Body camera program implementation
- License Plate Readers (LPRs)
- "Walk your Wheels" campaign
- Regular Safety Reminders and Updates at Roll Call in Police Department
- Public Works and Fire Department Safety Training



### In Progress

- Funding for lead service line replacement
- Review of Non-Home Rule 1% Sales Tax
- Non-Home Rule limitations
- 10-Year Forestry Plan
- Track Legislation RE: Museum Tax and Historic Tower Improvements Plan
- Improve Recreation facility rental process and fee structure
- Evaluate independent contractor agreements in Recreation
- Water Rate Study
- Referendum project scoping for efficiency in project spending
- Consolidation of front desk operations

### Next Steps

- Explore Home Rule Authorization **(previously standalone goal)**
- Evaluation of sales tax data to explore existing/new sales tax producers
- Fleet reserve policy
- Revisit cannabis sales issue
- Recreation programming fee analysis
- Additional consolidation of front desk operations

### Completed

- Storm Water Utility Fee implementation
- Local Grocery Tax
- Capital Infrastructure Plan
- Establish programs to advance TIF projects
- Advance Development - McNaughton purchase of Timber Trails lots
- Explore Legislative Changes Needed for Non-Home Rule Real Estate Transfer Tax
- Capital Infrastructure Referendum
- Village ROW sales

## **In Progress**

- Paid on-call Firefighter recruitment
- Specialized Police training such as Evidence Technician or Field Training Officers
- Police Officer in Charge leadership training
- Digital sharing of permit review, issuance, inspections
- Expanding role of Deputy Village Clerk and Fiscal Clerk
- Municipal Services Staffing Review
- Recreation Department Training and Reallocation of Duties
- Recruitment of Volunteers for Recreation activities

## **Next Steps**

- Continue monitoring of high turnover positions
- Review of staffing needs with potential retirements
- Expanded duties of the Medical Reserve Corps Volunteers
- Recreation training for certifications

## **Completed**

- Combined front desk operations (Community Development/Finance) and cross trained staff
- Assistant Director of Community Development reclassified as Senior Planner position
- Municipal Services Redevelopment Plan
- Public Works/Water Road Scholar Program
- Sergeant Staff to oversee the Detective Unit
- Deputy Fire Chief Recruitment
- Daytime Firefighter Recruitment
- Training for Building Official
- Training for Staff Engineer to prepare for Professional Engineering credential exam

## **In Progress**

- Maintain paid on-call program
- Research Public Improvement Inspector/Project Manager position/consultant
- Expansion of MUNIS permitting and code enforcement module
- Implement digital application and on-boarding via MUNIS
- Regularly review Village Pay Plan
- MAP 360 Patrol Officers contract
- MAP 456 Sergeants contract
- Door access system update for Municipal facilities

## **Next Steps**

- Continue to evaluate Fire Department staffing plans to address future staffing challenges
- Update Village Pay Plan annually
- Improved transparency with document management/legislative tracking system

## **Completed**

- CivicClerk Online Agenda and Minutes Center
- Community Portal/Mapping App
- RecDesk (Digital Recreation Brochure/Registration)
- Part-Time Social Worker in Police Department
- Maintain Paid on-call program
- MUNIS Field Inspector app for digital permit review
- Public Safety Analyst
- Village Pay Plan
- Expand MUNIS Field Inspector app too all
- Update to Fire Department Pay Plan
- Replacement of phone system

### **In Progress**

- Increased presence at Village and Community Events
- Community Portal/Mapping App
- Increased Police social media presence to humanize the badge
- Police events (i.e. Coffee with the Cop, National Night Out, etc.)
- Recreation Department increased marketing efforts
- Website refresh with CivicPlus
- Coordination of social media content

### **Next Steps**

- Revised permitting guides on Community Development page
- Self service MUNIS building applications
- Comprehensive future land use interactive map
- Updated active building permit lists
- 2025 Infrastructure Referendum - project updates webpage/communications
- Village Financial educational communications
- Cook County Emergency Management and Regional Security for use of wireless emergency activation system
- Community access to citizen CPR
- Assign Patrol Officer as Community Liaison/Crime Prevention Officer
- Updated CD permitting guides

### **Completed**

- 2025 Infrastructure Referendum
  - Open House (4), Special Edition Tower Topics, Marketing Video, Prop Tax Change Calculator
- Lead Service Line Inventory
- Capital Outlook Report
- Storm Water Utility Fee
- Urban Forestry Management Plan/Maps
- Roadway Construction Maps
- Community Development interactive map portal
- Implementation of monthly E-Newsletter
- Public Safety events (i.e. Coffee with the Cop/First Responders/Village President, National Night Out)
- Improved and expanded content in Tower Topics newsletter
- Twitter/Instagram accounts for Recreation
- Electronic message Boards at Recreation Center and Grand Avenue
- Impactful presence at community events to share Village initiatives
- Cable commission shared application for content sharing

## Implement Training and Exercise Programs to Prepare for Critical Incidents Using Established Emergency

### In Progress

- Improve failover process for servers
- Public safety training for community agencies and internal Village departments
- 2025 Village Emergency Operations Plan (EOP) tabletop exercise
- Contracting for Ever Bridge Emergency Communications with Cook County

### Next Steps

- Continuity of Government Plan (COG) - Review and Update
- Recovery Plan (RP) - Review and Finalize
- Active Shooter Tabletop Exercise - December 2025
- NIMS training for new staff

### Completed

- Obtained grant, purchased, and trained staff for deployment of barricade system
- Continuity of Operations Plan (COOP)
- Senior Staff Emergency Operations Center (EOC) Training
- Relocation of backup internet connection to off-site location
- Reapproval of Cook County Hazard Mitigation Plan
- Police Department representation on MCAT, NIPAS



## **In Progress**

- Community Policing and Engagement
- Mental Health Crisis Response
- Traffic Safety and Enforcement
- Disaster Preparedness and Resilience
- “Walk your Wheels” school education
- Peer jury program
- E-bike enforcement

## **Next Steps**

- 2026 “Chief for a Day”
- Coffee with First Responders
- Enhanced presence at events
- Summer deployment

## **Completed**

- CALEA Accreditation
- ISO Class 2 Rating
- Fire/Police school tours
- Citizen CPR Program
- Fire Explorers
- File for Life
- Safety Village
- Smoke Detector/Knox Box Program
- Medical Reserve Corps
- 2024 and 2025 “Chief for a Day” program
- E-bike code updates and education
- Police Memorial Day event

## **In Progress**

- Burlington Streetscape (Wolf to Lawn)
- Burlington Streetscape (Lawn to Grand)
- Outdoor dining improvements
- Comprehensive Plan and Downtown Plan updates
- Review and evaluate updates to the Village's Commercial Zoning Districts

## **Next Steps**

- Village Hall Site Plan
- Update the Village's Economic Development Policy (2013)
- Leverage existing incentive options to encourage development/redevelopment
- Develop a marketing strategy for the Village as a destination for commercial uses, for available commercial spaces, and the Western Springs Business Association (WSBA)
- Updates to 2016 Streetscape Plan
- Outdoor dining improvements
- Permanent change of parking spaces into outdoor dining
- Hillgrove Streetscape Plan (Wolf to Lawn)
- Explore affordable housing options

## **Completed**

- Property Improvement Grant Program (PIGP)
- Hillgrove Landscaping Cleanup (Wolf to Lawn)
- Downtown Market Assessment Update

### **In Progress**

- Pollinator Pockets corner garden
- Leaf program operational improvements
- Alternative Fuel Fleet Purchases
- Greenest Region Compact
- Reduction of paper use with digitization
- Participation in the SolSmart program

### **Next Steps**

- Chloride reduction for salt applications
- Additional EV charging stations
- Electric vehicle options for fleet vehicles
- Utilization of MWRD Bio-Solids

### **Completed**

- LED Street Lights
- Pumpkin Smash
- Holiday Light Recycling
- Styrofoam Recycling
- Water bottle filling stations in Village Hall and Recreation Center
- Hybrid fleet vehicle replacement
- No vehicle idling policy
- Leaf disposal procedural change
- No Mow May - delayed weed control enforcement to promote pollinator havens
- Composting improvements and marketing of such through LRS
- Reduced use of paper with digitization, Village-wide
- Public EV charging stations
- Pollinator Gardens permit application, webpage, and educational presentation

## **Evaluate Improvements at the Historic Tower and the Downtown Area and Support Expanded Community Events**

### **In Progress**

- Improved landscaping on Burlington and Hillgrove - temporary condition
- Utilize more natural plantings to reduce annual maintenance costs and increase durability
- Stairway Project has been designed for reconstruction
- Review of electrical improvements
- Exploring the replacement of the drinking fountain
- Develop Community Events Guide
- Increase staff involvement and interdepartmental coordination for Village events
- Crosswalk from Underpass to Spring Rock Park

### **Next Steps**

- Signage updates and additions
- Consider Museum Tax, if allowed by the State legislative proposed change
- Formal Evaluation of utility improvements
- Electrical upgrades for special events
- Explore low impact improvement(s) that expand the use of the Tower Green area.
- Improve / enhance pedestrian amenities on / around the Tower Green area.

### **Completed**

- Tree Replacement on Burlington Avenue
- Repaving, bump-outs, crosswalks, and bollards on Burlington Ave
- Electrical upgrades in planters on Burlington Ave
- Enhanced Seasonal Decorations in Downtown during Holiday Seasons
- French Market paired events ("compatible community events")
- Expanded Bistro Seating at Tower Green
- New Fire Engine dedication event
- Touch a Truck event
- Police National Night Out - cooperative event with LTACC communities
- Police Memorial Week Ceremony
- French Market paired events ("compatible community events")

## **In Progress**

- Market / advertise the Village's Property Improvement Grant Program (PIGP).
- Meet with potential property owners, developers, and businesses.
- Develop relationships with property owners and existing businesses.

## **Next Steps**

- Identification of available or pending sites.
- Update of the Comprehensive Plan
- Review / evaluate updates to the Property Improvement Grant Program (PIGP)
- Village Hall Site Plan
- Update the Village's Economic Development Policy (2013)
- Leverage existing incentive options to encourage development/redevelopment
- Develop a marketing strategy for the Village as a destination for commercial uses, for available commercial spaces, and the Western Springs Business Association (WSBA)
- Explore low impact improvement(s) that expand the use of the Tower Green area.
- Improve / enhance pedestrian amenities on / around within the downtown area.
- Install wayfinding signage throughout the downtown.

## **Completed**

- Property Improvement Grant Program (PIGP)
- Downtown Market Assessment Update
- Tree Replacement on Burlington Avenue
- Repaving, bump-outs, crosswalks, and bollards on Burlington Avenue
- Electrical upgrades in planters on Burlington Avenue



### **In Progress**

- Ridgewood Oaks Detention Basin
- Lining Spring Rock Combined Sewer (47<sup>th</sup> Street)
- Funding options for stormwater projects
- Ridgewood Drive Drainage improvements
- Springdale Drainage Improvements
- MWRD Study of LaGrange Highlands/Ridgewood detention

### **Next Steps**

- Hillgrove Avenue Storm Sewer Separation (LTCP)
- MWRD Community Grants
- Basin 3&4 Combined Sewer Separation (LTCP)

### **Completed**

- Overhead Sewer Cost Share Program
- Flagg Creek Outfall Rehab South of 47<sup>th</sup> Street
- Forest Hills/Springdale Flagg Creek Outfall Rehab
- Hillgrove Avenue Storm Sewer Separation (LTCP)
- MWRD Community Grants
- Central Avenue Storm Sewer Separation (LTCP)
- Springdale Detention phase II design
- Ridgewood Drive phase II design

## In Progress

- Pursue grant funding
- Safe Routes to School Sidewalk Travel Plan
- 2025 Infrastructure Referendum project scoping
- Municipal Services/Public Works Facility Space Needs Assessment
- Water Treatment Plant equipment assessment
- Well, Distribution System, and Emergency Connection Study
- Springdale Sanitary System Point Repairs
- Woodland Avenue Reconstruction
- Spring Rock Park Sewer Lining
- Water Rate Study

## Next Steps

- Implement Capital Infrastructure Plan
- Capital infrastructure 5-year funding plan
- Consider recommendations from the Water Rate Study

## Completed

- Capital Infrastructure Plan
- Identified Year 1-3 and Year 3+ proposed referendum projects
- Award of grant funding:
  - Congressman Casten Ridgewood Drive Outfalls
  - MWRD Community Partnership Springdale Detention
  - Invest in Cook Grand Avenue Sidewalk
  - Safe Routes to School Sidewalk Travel Plan
  - Senator Suzy Glowiak-Hilton Infrastructure Funding
  - Senator Suzy Glowiak-Hilton Building Improvements
  - WCMC Funding for
    - Hampton Avenue
    - Gilbert Avenue
    - Burlington Avenue
- Public Works entrance gate



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: October 13, 2025

#### AGENDA ITEM 7.A.

**To:** Board of Trustees

**From:** John Mastandona, Director of Finance

**CC:** Ellen Baer, Village Manager

**RE:** 2025 Levy / 2026 Budget Update

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#### **Recommendation**

The Finance Committee reviewed this update at their October 7, 2025 meeting. This item is informational only.

#### **Summary**

##### **2025 Levy**

The preliminary 2025 proposed levy continues to be reviewed throughout the budget process.

As a non-home rule community, the Village must comply with the Property Tax Extension Limitation Law (PTELL) which limits the increases in property tax extensions. The limitation law specifies that increases are to be the lesser of 5% or the increase in the national Consumer Price Index (CPI) for the year preceding the levy year, plus an additional amount for new growth. The CPI for 2024 was **2.9%**. There are levy exceptions to PTELL which are not subject to a cap, including the debt service of general obligation bonds and limited tax bonds and the special recreation levy.

Following the PTELL limitations the proposed 2025 levy is separated into two parts; a levy amount capped by PTELL and a levy amount not capped (debt service and Special Recreation Levy).

The capped portion in the amount of \$7,459,231, has been increased by 4.65% or \$331,296, which assumes a 2.9% CPI and the 1.59% new growth increase. Pension costs increased substantially compared to the previous year. Specifically, the Police Pension contribution increased by \$286,567, due to actuarial experience, consisting of demographic changes and benefit payment experience. IMRF increased by \$13,385, due to an increase in IMRF's employer rate for the upcoming year. The pension costs account for 58% of the proposed increase, resulting in an increase of about \$140,000 in the Corporate line of the Levy.

The non-capped portion in the amount of \$2,591,946, has been increased by \$888,457. This includes an increase of approximately \$1,200,000 for the first bond issuance (\$15M) of the 2025 referendum. The Village anticipates the Bond Sale to occur in November, and this amount represents the funds needed to make the needed debt payments occurring within 2026. There

was a decrease due to the elimination of the Series 2012 GO Bonds from the levy (\$324,000). Debt service for the Series 2012 concluded in 2025.

In total, the proposed 2025 levy is \$10,060,351 and includes an increase of 13.92% or \$1,228,928.

Since the Thomas Ford Memorial Library has no authority to levy a property tax, this amount will be included in the Village's levy. The total Library Levy requested is \$2,091,330.

The total levy requested from the Village and Library is 12,151,681

*If the new growth component was overestimated, the County will reduce the levy to the actual limiting rate. The Village will direct the County as to the application of the reductions.*

A Public Hearing of the 2025 Levy will be held on November 17, 2025, with anticipated Board approval at the December 1, 2025 Board of Trustees meeting.

#### **2026 Budget**

Each Village Department has brought their budget requests to their respective Committees for the October cycle. The budget team has been continuously reviewing each request and will continue to make needed adjustments. A draft budget will be presented through the November cycle, with a Public Hearing anticipated to be held on November 17th. It is anticipated that approval of the 2026 Budget will be on the agenda at the December 1, 2025 Board of Trustees meeting.

#### **Financial Impact**

The Levy & Budget is critical for Village operations. Both will continue to be reviewed and modified.

#### **Recommended Motion**

None.

#### **Strategic Plan Alignment**

Financial Stability

#### **File Attachments**

None



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: October 13, 2025

#### AGENDA ITEM 7.B.

**To:** Board of Trustees

**From:** John Mastandona, Director of Finance

**CC:** Ellen Baer, Village Manager

**RE:** Budget Amendment: Engineering Costs Related to Referendum Projects and Revenue from Bond Issuance

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#### Recommendation

The Finance Committee reviewed this item at their meeting on October 7, 2025 and recommended the approval of the budget amendments for the engineering costs related to referendum projects and the revenue associated with the first bond issuance.

#### Summary

The 2025 referendum was approved in April 2025, authorizing the Village to issue bonds in the amount of \$45 million. The proceeds are to be used to invest in Village infrastructure. With Board approval, staff began to work with multiple engineering firms to scope and design projects. The total cost of the approved contracts for 2025 was approximately \$830,000. The costs were not included in the Approved 2025 Budget since the referendum was not approved until after the Fiscal Year started.

The expenditures will be supported in 2025 by a non-budgeted revenue item (General Obligation Bond Proceeds). The first issuance of the referendum bonds is anticipated to be complete in November 2025, resulting in the collection of funds of \$15 million.

A new fund was created within the Village's account structure to properly record revenues and expenditures related to the 2025 referendum. The Fund is titled "Referendum Fund" and Fund number is "365".

The requested budget amendment would result in the following **Revised 2025 Budget** for Fund 365:

|                                |                  |
|--------------------------------|------------------|
| Total Referendum Fund Revenue  | \$15,000,000     |
| Total Referendum Fund Expenses | <u>\$830,000</u> |
| Projected Ending Fund Balance  | \$14,170,000     |



**Financial Impact**

Account Multiple Line Items  
Fund Referendum Fund  
2025 Budget \$0.00

**Recommended Motion**

I move to recommend to the Village Board the approval of the budget amendments for the engineering costs related to referendum projects and the revenue of the first bond issuance.

**Strategic Plan Alignment**

N/A

**File Attachments**

1. Budget Amendment Request - Fund 365

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM |             |        |                                                                                     |                             |               | FINANCE USE 0 |
|--------------------------------------------------------------|-------------|--------|-------------------------------------------------------------------------------------|-----------------------------|---------------|---------------|
| Requested by: <u>John Mastandona</u>                         |             |        |                                                                                     |                             |               | APPROVED:     |
| Date: <u>09/30/25</u>                                        |             |        |                                                                                     |                             |               |               |
| FROM ACCOUNT: (decrease)                                     |             |        | TO ACCOUNT: (increase)                                                              |                             |               | Village Manag |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                              | DESCRIPTION                 | AMOUNT        | Director of F |
|                                                              |             |        | 4801365-50331                                                                       | Design Engineering          | \$72,000      |               |
|                                                              |             |        | <i>Expenditure</i>                                                                  |                             |               |               |
| REASON:                                                      |             |        | REASON: Costs associated with Design Engineering                                    |                             |               | DATE ENTER    |
|                                                              |             |        |                                                                                     |                             |               | ____/____     |
|                                                              |             |        |                                                                                     |                             |               | By: _____     |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                              | DESCRIPTION                 | AMOUNT        |               |
|                                                              |             |        | 4801365-50336                                                                       | Engineering Studies         | \$758,000     |               |
|                                                              |             |        | <i>Expenditure</i>                                                                  |                             |               | Resolution Re |
| REASON:                                                      |             |        | REASON: Costs associated with scoping studies of project                            |                             |               | Yes _____     |
|                                                              |             |        |                                                                                     |                             |               | Resolution #  |
|                                                              |             |        |                                                                                     |                             |               | No _____      |
|                                                              |             |        |                                                                                     |                             |               | Budget Transf |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                              | DESCRIPTION                 | AMOUNT        |               |
|                                                              |             |        | 365-39101                                                                           | General Oblig Bond Proceeds | \$ 15,000,000 |               |
|                                                              |             |        | <i>Revenue</i>                                                                      |                             |               | Page _____ o  |
| REASON:                                                      |             |        | REASON: First issuance of the 2025 referendum expected to be sold in November 2025. |                             |               |               |
|                                                              |             |        |                                                                                     |                             |               |               |
|                                                              |             |        |                                                                                     |                             |               |               |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                              | DESCRIPTION                 | AMOUNT        |               |
|                                                              |             |        |                                                                                     |                             |               |               |
| REASON:                                                      |             |        |                                                                                     |                             |               |               |
|                                                              |             |        |                                                                                     |                             |               |               |
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## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: October 13, 2025

#### AGENDA ITEM 8.A.

**To:** Board of Trustees

**From:** Heather Valone, AICP, Director of Community Development

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

**RE:** Heritage Crossings Redevelopment and Maintenance Agreement Addendum and Updated Plat

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#### Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on September 20, 2025 and recommended the approval of the addendum and updated plat of resubdivision.

#### Summary

On February 10, 2025, the Village Board approved Resolution No. 25-2879, "A Resolution Authorizing The Approval And Execution Of Redevelopment And Maintenance Agreement By And Between The Village Of Western Springs, Illinois And McNaughton Development, LLC For The Heritage Crossing Residential Townhome Development (5600 South Wolf Road, Western Springs, Illinois)" ("R 25-2879") (Attachment 1). Exhibit B contains the redevelopment and maintenance agreement (the "Agreement"). Section 5 of the Agreement placed certain conditions on the approvals. Subsection 5(i) required that the developer, McNaughton Development, LLC (the "Developer"), commence site improvement work no more than 180 calendar days after the Village Board's approval of the conditional use permit for a planned development. The Development Control Ordinance (DCO), Subsection 10-8-6 (Schedule of Construction), indicates that conditional use for a planned development expires after one year after the approval date, if the project work has not yet started.

While demolition of the former office building and parking lot is complete, site improvements have not started due to pending permits from the Cook County Department of Transportation and Highways (CCDOTH) and the Metropolitan Water Reclamation District. The Developer has requested an extension of the 180-day deadline (Attachment 2). The Village issues permits for work only after an applicant obtains all required outside agency approvals.

As part of the permitting process, CCDOTH has requested an update to the plat of resubdivision that was approved on February 10, 2025, via Ordinance No. 25-3243. CCDOTH has requested an additional public utility and drainage easement in its (CCDOTH) favor for the area adjacent to the culvert. Attachment 3 contains the updated plat of resubdivision.

Attachment 3 contains the draft resolution with addendum. Attachment 4 contains the draft ordinance to approve the updated plat of resubdivision.

### **Attachments**

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1. Resolution No. 25-2879 – *Select attachments are omitted but available on the Village's website.*
2. Letter – Request Letter from McNaughton Development, LLC dated September 12, 2025.
3. Draft Resolution - A Resolution Authorizing The Approval And Execution Of A First Amendment To Redevelopment And Maintenance Agreement By And Between The Village Of Western Springs, Illinois And McNaughton Development, LLC For The Heritage Crossing Residential Townhome Development (5600 South Wolf Road, Western Springs, Illinois)
4. Draft Ordinance - An Ordinance Authorizing The Approval And Execution Of An Updated Final Plat Of Heritage Crossing Resubdivision For The Proposed 29 Unit Heritage Crossing Townhome Development To Be Constructed At 5600 South Wolf Road, Western Springs, Illinois By Applicant / Owner McNaughton Development, LLC.

### **Financial Impact**

None.

### **Recommended Motion**

I move to recommend to the Village Board the approval of the addendum to the redevelopment and maintenance agreement and updated plat of resubdivision for Heritage Crossing.

### **Strategic Plan Alignment**

Economic Development.

### **File Attachments**

1. Resolution No. 25-2978
2. Letter
3. Draft Resolution
4. Draft Ordinance



**RESOLUTION NO. 25-2879**

**VOTE:** Passed on a roll call vote.

**AYES:** Trustees Avakian, Chen, Fink, Lewis, Tyrrell

**NAYS:** Nawrocki

**ABSENT:** None.

**ABSTAIN:** None.

**DATE:** February 10, 2025.

**OTHER:** None.

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF REDEVELOPMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND MCNAUGHTON DEVELOPMENT, LLC FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT (5600 South Wolf Road, Western Springs, Illinois)**

**WHEREAS**, McNaughton Development, LLC, with its principal business office located at 11S220 Jackson Street, Burr Ridge, Illinois 60527 ("Applicant"), is the contract purchaser and prospective developer of the real property commonly known as 5600 South Wolf Road, Western Springs, Illinois ("Property"). Casey and Fran Gaik (collectively the "Property Owner") are the fee simple title owners of the Property and have submitted a written authorization to the Village of Western Springs ("Village") that allowed the Applicant to file with the Village a completed "General Information Application for Land Use and Development in the Village" form with supporting documents (the "Application") for the redevelopment of the Property as a twenty-nine (29) unit residential townhome development (the "Development"). The Property Owner has further executed a "Written Consent and Waiver" to allow McNaughton Development, LLC to enter into this Agreement, a copy of which is on file with the Community Development Department and is incorporated herein by reference and made a part hereof. The Property is legally described in Exhibit "A" attached hereto and made a part hereof; and

**WHEREAS**, in 2024, the Applicant submitted the Application to the Village requesting approval of a conditional use permit for a planned development, a map amendment, an amendment to the Village's Comprehensive Land Use Plan, a plat of consolidation, a plat of abrogation for storm sewer easement and public utility easement, a plat of right-of-way vacation relating to a sixty-six (66.00) foot by two hundred twenty-five (225.00) foot portion of Lawn Avenue (the "ROW Parcel"), which is utilized as a stormwater detention basin, certain development allowances, exceptions and variations, and other zoning relief as noted below in accordance with the applicable provisions of the Village's Development Control Ordinance ("DCO"), in order to construct the Development, which is commonly referred to as the Heritage Crossing Subdivision or the Heritage Crossing Townhome Development. A copy of the Application is on file with the Village's Community Development Department and is incorporated herein by reference; and

**WHEREAS**, the proposed Development consists of nine (9) townhome buildings with unit counts of either three-units or four-units. Each dwelling unit will have a balcony, a rear patio, and an attached, front-loaded garage with a driveway accessed by a private street through the Development. The Development will have off-street community parking spaces, possible on street-parking, sidewalks, stormwater detention basins, open space and streetlights. The Applicant proposes to extend private Heritage Court to the southeast through the Property to the Development's access driveway proposed along Wolf Road. The existing portion of Heritage Court, a private road, currently services only the Heritage Springs Townhome Development, connects to 55th Street to the north of the Property and is maintained by the Heritage Springs Homeowners Association. The Applicant's plans indicate that the new portion of Heritage Court will match the existing road's width. An automatic gate will separate the Development from the existing Heritage Springs Subdivision to the north. Vehicle access between the adjacent subdivisions will be controlled by a swing gate and gate access will only be granted to residents of both subdivisions with clicker-access and Village emergency service vehicles. The swing gate will be

improved with an Opticom system that will give Village emergency service vehicles access similar to the systems on streetlights. The Developer agrees to accept title to a sixty-six (66.00) foot by two hundred twenty-five (225.00) foot portion of Lawn Avenue (the "ROW Parcel") that will be vacated by the passage of a vacation ordinance and a plat of right-of-way vacation and retention of stormwater facility easement by the Village for purposes of incorporation into the Property and the Development so that the Developer can construct an expanded stormwater detention basin system as part of the construction of the Development; and

**WHEREAS**, based on the Application submitted by the Applicant, the Village conducted a public hearing relative to certain zoning relief requested by the Applicant in order to construct the Development, pursuant to prior notice, postings and newspaper publication as required by the applicable provisions of State law, including the Illinois Open Meetings Act, 5 ILCS 120/ and Division 11-13 of the Illinois Municipal Code (65 ILCS 5/ 11-13), and the applicable provisions of the DCO (the "Public Hearing"). The Public Hearing was conducted by the Village Plan Commission and commenced on August 13, 2024 and concluded November 18, 2024. The Village Plan Commission issued Recommendation No. PC-2024-02 on November 18, 2024 that favorably recommended approval of the zoning relief contained in the Application, including a Comprehensive Plan Amendment to the Long-Range Land Use Map, a Map Amendment (Rezoning of the Property from the O – Limited Office Zoning District to the R4 - Multiple-Family Residence District), a Conditional Use for a Planned Development, and Exceptions / Variations to the Village Development Control Ordinance ("DCO"), and a Subdivision approval for the construction, operation, and maintenance of a Townhome Subdivision Development referred to as "Heritage Crossing", and a single stage Final Plan review and approval process (i.e., a combined Preliminary Plan / Final Plan approval) for the Development per Subsection 10-8-8(C) of the DCO, provided that the Applicant complies with the submittal and plan review requirements of Section 10-8-5(C) (Final Plan) of the DCO, subject to certain stated conditions of approval (the "Development Zoning Relief"). A copy of Plan Commission Recommendation No. 24-02 is incorporated herein by reference and is on file with the Community Development Department; and

**WHEREAS**, after completion of the required public hearing before the Village Plan Commission, on \_\_\_\_\_, 2025 with the passage of **Ordinance No. 25- 3240**, the President and Board of Trustees of the Village of Western Springs ("Corporate Authorities") granted approval the Development Zoning Relief; and

**WHEREAS**, as part of the conditions of approval of the Development contained in **Ordinance No. 25- 3240**, it is necessary for the Village and the Developer to approve and enter into the attached "REDEVELOPMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND MCNAUGHTON DEVELOPMENT, LLC FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT (5600 South Wolf Road, Western Springs, Illinois)" (the "Redevelopment Agreement") to provide for the redevelopment of the Property, including the construction of certain public improvements on behalf of the Village as described in the Redevelopment Agreement. A copy of the Redevelopment Agreement is attached hereto as **Exhibit "B"** and made a part hereof; and

**WHEREAS**, at open public meetings held on January 9, 2025 and January 16, 2025, the Village's Planning and Zoning Committee ("Committee") reviewed and discussed the proposed Heritage Crossing Townhome Development and the related Redevelopment Agreement, and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its January 16, 2025 meeting, the Committee recommended that the Corporate Authorities of Village consider the Redevelopment Agreement; and

**WHEREAS**, at open public meetings held on **January 13, 2025, January 27, 2025 and February 10, 2025**, the Corporate Authorities of Village reviewed and discussed the Committee's recommendation regarding the proposed Heritage Crossing Townhome Development and the related Redevelopment Agreement, and received input from the Village staff on the matter and provided an opportunity for input from the public on the matter. At its 2/10, **2025 meeting**, the Corporate Authorities of the Village accepted the Committee's recommendation regarding approval of the Redevelopment Agreement; and

**WHEREAS**, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, to approve and enter into the Redevelopment Agreement, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into the Redevelopment Agreement.

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

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

**SECTION 2: Approval and Execution of Redevelopment Agreement and Other Related Documents.** The Village President and Board of Trustees of the Village of Western Springs authorize the approval and execution of the attached Redevelopment Agreement, substantially in the form attached hereto as **Exhibit "B"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Redevelopment Agreement.

**SECTION 3: Delivery of Redevelopment Agreement and Other Documents.** After approval and execution of this Resolution and the Redevelopment Agreement by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and executed versions of the attached Redevelopment Agreement to the Applicant and the Developer for record retention purposes.

**SECTION 4. Termination of Resolution for Failure of Developer to Acquire Title to the Property.** This validity of this Resolution is subject to the Developer purchasing the Property from the Property Owner. In the event the Developer does not purchase the Property from the Property Owner, upon written notice delivered to the Village Manager of the termination of the real estate purchase contract entered into between the Property Owner and the Developer, this Resolution shall automatically terminate without further action by the Corporate Authorities of the Village and shall be void and unenforceable. If the Developer does not purchase the Property, the Developer agrees to waive all claims, causes of action and damages of any kind that the Developer could file against the Village arising out of or related to the termination of this Resolution based on the Developer not purchasing the Property. The Developer is required to provide written notice to the Village within five (5) calendar days of the termination of the real estate purchase contract.

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

**PASSED** by the Village President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, on a roll call vote at a Regular Meeting thereof, held on the 10<sup>th</sup> day of February, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

  
Heidi Rudolph, Village President

ATTEST:

  
\_\_\_\_\_  
Edward Tymick, Village Clerk

**Exhibit "A"**

**Legal Description for 5600 South Wolf Road, Western Springs, Illinois.**

PARCEL 1: THE WEST  $\frac{1}{2}$  OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION BEING A SUBDIVISION OF THE EAST 473 FEET OF THE NORTH 775.5 FEET (EXCEPT THE EAST 145.2 FEET OF THE WEST 178.2 FEET OF THE NORTH 350 FEET THEREOF) OF THE NORTH EAST  $\frac{1}{4}$  OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN VIAL'S FAIRWAY, A SUBDIVISION OF PART OF THE NORTH EAST  $\frac{1}{4}$  OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED APRIL 17, 1957 AS DOCUMENT 16879637 IN COOK COUNTY, ILLINOIS.

**Legal Description for the Lawn Avenue ROW Parcel:**

THAT PART OF THE 66 FEET WIDE LAWN AVENUE, LYING SOUTH OF THE NORTH LINE OF WESTERN SPRINGS TOWNHOMES, RECORDED MARCH 29, 1999, AS DOCUMENT NO. 99297584, LYING NORTH OF THE SOUTH LINE OF RIDGEWOOD UNIT 12, RECORDED OCTOBER 6, 1965, AS DOCUMENT NO. 19610359, LYING WEST OF THE EAST LINE OF THE WEST  $\frac{1}{2}$  OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION, RECORDED NOVEMBER 13, 1948, AS DOCUMENT NO. 14442019, AND LYING EAST OF THE WEST LINE OF RIDGEWOOD UNIT NO. 11, RECORDED APRIL 3, 1964, AS DOCUMENT NO. 19089916, IN THE EAST HALF OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PINS: 18-18-200-017-0000

18-18-200-038-0000

18-18-200-001-0000 (Lawn Avenue ROW Parcel)



**Exhibit "B"**

**REDEVELOPMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN  
THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND MCNAUGHTON DEVELOPMENT, LLC  
FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT  
(5600 South Wolf Road, Western Springs, Illinois)**

(attached)

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

**Common Address:**  
5600 South Wolf Road  
Western Springs, Illinois 60558

**Property Identification Numbers:**  
18-18-200-017-0000  
18-18-200-038-0000  
18-18-200-001-0000 (Lawn Avenue ROW Parcel)

This space for Recorder of Deeds Office use only

**REDEVELOPMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN  
THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND MCNAUGHTON DEVELOPMENT, LLC  
FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT  
(5600 South Wolf Road, Western Springs, Illinois)**

**THIS REDEVELOPMENT AND MAINTENANCE AGREEMENT ("Agreement")** is dated the 12 day of April, 2025 ("**Effective Date**"), and is entered into by and between the **VILLAGE OF WESTERN SPRINGS**, an Illinois municipal corporation ("**Village**") and **MCNAUGHTON DEVELOPMENT, LLC**, an Illinois limited liability company, with its principal corporate office located at 115220 Jackson Street, Suite #101, Burr Ridge, Illinois ("**Applicant**" or "**Developer**"), by and through their respective duly authorized agents and/or representatives. The Village and the Developer are at times referred to below individually as a "**Party**" and collectively as the "**Parties**".

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

**SECTION 1. RECITALS.**

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

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

As of May 23, 2024, the Developer is the contract purchaser and prospective developer of the real property commonly known as 5600 South Wolf Road, Western Springs, Illinois ("Property") and has filed a General Information Application for Land Use and Development in the Village with supporting documents (the "Application") for the rezoning and redevelopment of the 5600 South Wolf Road Property. Casey and Fran Gaik (the "Property Owner") are the fee simple title owners of the Property and have submitted a written authorization to the Village that allowed the Applicant to file the Application for the redevelopment of the Property as a twenty-nine (29) unit residential townhome development as described in more detail below (the "Development"). The Property Owner has further executed a "Written Consent and Waiver" to allow McNaughton Development, LLC to enter into this Agreement, a copy of which is attached hereto as Exhibit "I" and made a part hereof. The Property is approximately 2.755 acres, which consists of 2.414 acres of 5600 Wolff Road and the adjacent Lawn Avenue right-of-way. The Property Tax Index Numbers for the Property are identified as follows: (1) PIN: 18-18-200-017-0000, (2) PIN: 18-18-200-038-0000 , and (3) PIN: 18-18-200-001-0000 (collectively the "**Property PINs**").

D. The Developer proposes to redevelop the Property with twenty-nine (29) unit residential townhomes consisting of nine (9) townhome buildings with varying unit counts of either three-units or four-units. Each dwelling unit will have a balcony, a rear patio, and an attached, front-loaded garage with driveways accessed by a private street through the Development. The Development will have off-street community parking spaces, on street-parking along the west and south sides of the proposed Heritage Court, sidewalks, an expanded stormwater detention basin system and stormwater management facilities and other private and public infrastructure, open space areas, landscaped areas and private streetlights. The Applicant proposes to extend private Heritage Court to the southeast through the Property to the Development's access driveway proposed along Wolf Road. The existing portion of Heritage Court, a private road, currently services only the Heritage Springs Townhome Development, connects to 55th Street to the north of the Property and is maintained by the Heritage Springs Homeowners Association. An automatic gate will separate the Development from the existing Heritage Springs Subdivision to the north. Vehicle access between the adjacent subdivisions will be controlled by a swing gate, and gate access will only be granted to residents of both subdivisions with clicker-access and Village emergency service vehicles. The swing gate will be improved with an Opticom system that will give Village emergency service vehicles access similar to the systems on streetlights. The Developer agrees to accept title to a sixty-six (66.00) foot by two hundred twenty-five (225.00) foot portion of Lawn Avenue (the "Lawn Avenue ROW Parcel") that will be vacated by the passage of a vacation ordinance and a plat of right-of-way vacation and retention of stormwater facility easement by the Village for purposes of incorporation into the Property and the Development so that the Developer can construct an expanded stormwater detention basin system as part of the construction of the Development. A copy of the Site Plan for the Development revised as of January 27, 2025 is attached hereto as Exhibit "A" and made a part hereof.

E. The Developer agrees to apply for and use commercially reasonable efforts to secure all required zoning and development permit approvals from the Village and all other permits and approvals from other governmental oversight agencies in order to secure final approvals that allow for the construction and operation of the Development in conformance with the Village-approved Final Development Plans, as amended by any Village-approved zoning relief and development entitlements and any approval conditions and requirements imposed by other governmental oversight agencies. The Developer agrees to actively participate in good faith in all required zoning hearing proceedings and development permit processes and all other permits and approvals from other governmental oversight agencies in order to secure final approvals that allow for the construction and operation of the Development.

F. Based on the Application submitted by the Applicant, the Village conducted a public hearing relative to certain zoning relief requested by the Applicant in order to construct the Development. The public hearing was conducted by the Village Plan Commission and commenced on August 13, 2024 and concluded November 18, 2024. The Village Plan Commission issued Recommendation No. PC-2024-02 on November 18, 2024 that favorably recommended approval of the zoning relief contained in the Application, including a Comprehensive Plan Amendment to the Long-Range Land Use Map, a Map Amendment (Rezoning of the Property from the O – Limited Office Zoning District to the R4 - Multiple-Family Residence District), a Conditional Use for a Planned Development, and Exceptions / Variations to the Village Development Control Ordinance (“DCO”), and a Subdivision approval for the construction, operation and maintenance of a Townhome Subdivision Development referred to as “Heritage Crossing”, subject to certain stated conditions of approval (the “Development Zoning Relief”).

G. On February 10, 2025, the Corporate Authorities of the Village approved Ordinance No. 25-3240 that granted the Development Zoning Relief and a set of Final Development Plans, subject to final Village Engineer comments and Community Development Department comments and subject to final plan review comments at the time of application for a site development permit or a building permit, for purposes of encouraging the Developer to proceed with the necessary land acquisition, project financing, and other zoning, development or governmental permitting entitlement activities relative to securing final approvals to construct the Development (the “Approval Ordinance”). On February 10, 2025, the Corporate Authorities of the Village also approved Ordinance No. 25-3241, which vacated the Lawn Avenue ROW Parcel and approved a plat of right-of-way vacation and retention of stormwater facility easement for purposes of incorporating the Lawn Avenue ROW Parcel into the Property and the Development so that the Developer can construct an expanded stormwater detention basin system as part of the Development. The Corporate Authorities of the Village will not unreasonably deny any requested zoning relief or permits that are consistent with the terms of this Agreement after completion of the required public hearing process or the permitting process.

H. To receive a site development permit or a construction permit for the Development, the Developer is required to submit and obtain the approval of the Corporate Authorities of the Village of a set of Final Development Plans, which shall incorporate and account for the Village-approved zoning relief after the required public hearing(s) are completed, including consideration of any recommendation issued by the advisory Village Plan Commission and public input, the Village plan review comments, the Village Engineer review comments and the Community Development Department review comments, and all required amendments issued by any other governmental authority with jurisdiction over the Development and proof of approval of all necessary development or governmental permits issued by any other governmental authority with jurisdiction over the Development.

I. The Developer intends that all roads, driveways, parking spaces, landscaping, stormwater management facilities and other infrastructure and improvements located within the Property will be privately owned and privately maintained in perpetuity, except only Public Infrastructure as defined in Section 2 of this Agreement.

J. The Developer intends to construct the Development continuously to completion once work on the Development commences.

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

## **SECTION 2. DEFINITIONS.**

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

“Approval Ordinance”: Western Springs Ordinance No. 25<sup>3240</sup> approving a Conditional Use Permit for Planned Development for the Construction and Operation of the Development with Conditions. See attached **Exhibit “B”**.

“Approved Plans”: See Subsection 4.A. of this Agreement.

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

“Certificate of Completion”: means a certificate, issued by the Village, that confirms (a) the Development has been completed in substantial conformance with the Approval Ordinance and the Village-approved Final Development Plans; or (b) substantial completion of any significant milestone component of the Development (e.g., completion of the Infrastructure or the Stormwater Conveyance System or of a townhome building), as applicable.

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

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

“Developer”: Includes McNaughton Development, LLC and its transferees, successors-in-interest, all legal or beneficial owners of record, assigns, tenants, licensees and all subsequent owners of the Property or any part of the Property, or any other person and each and all homeowners associations or their equivalent within the Property.

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

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

“IDOT”: The Illinois Department of Transportation.



"IEPA": The Illinois Environmental Protection Agency.

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

"Infrastructure Cost Estimate": See Subsection 4.B. of this Agreement.

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

"MWRD": The Metropolitan Water Reclamation District of Greater Chicago.

"Private Infrastructure": All Infrastructure other than Public Infrastructure, including the Stormwater Conveyance System.

"Property": The real property legally described and depicted in Exhibit "C" attached to this Agreement.

"Public Infrastructure": Infrastructure that is being dedicated to the Village or to other governmental agencies, including without limitation drinking water mains (but not water service lines to buildings), water hydrants, sanitary sewers and other elements determined by the Village. In the event of any ambiguity, the Village will determine whether an Infrastructure element is public or private.

"Director of Engineering Department": The Village's Village Engineer.

"Reimbursable Costs": See Subsection 8. of this Agreement.

"Requirements of Law": All applicable federal and State of Illinois laws and statutes, the Zoning Code, the Village Code, and the Village's building, stormwater management, and other codes and regulations. The Title 9 Building Regulations of the Village Code will apply to architectural and structural plans and specifications for all buildings within the Development unless preempted by State of Illinois or federal law or the Village designates, in writing, other applicable standards. Otherwise, Village-adopted model codes will apply and State of Illinois building codes will apply in the absence of an applicable Village-adopted model code. Accessibility standards of the Americans with Disabilities Act (42 U.S. Code § 12101) will apply to all common areas. The Title 9 Building Regulations of the Village Code reference to 2009 ICC Accessible and Usable Buildings and Facilities (ANSI) (2003 Safe Harbor of FHA) in conjunction with the standards of the Illinois Accessibility Code will be followed for all residential units.

"Site Work": Grading land, excavating soil and debris, environmental remediation, installation of underground utilities, and similar activities.

"Stormwater Conveyance System": All elements of Infrastructure that relate to the management, detention, storage, and conveyance of stormwater, which shall be privately owned and maintained by the Developer and then by the homeowners association.

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

"Village Code": The Western Springs Code of Ordinances.

"Village Manager": The Western Springs Village Manager, or their designee.

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

### **SECTION 3. PROPERTY ACQUISITION; TERMINATION.**

**Property Acquisition.** The Developer has entered into a real estate purchase contract with the Property Owner, and, subject to the terms and conditions of this Agreement, intends to acquire fee simple title to the Property on or before March <sup>DCO 14</sup> 14, 2025 (the "**Acquisition Deadline Date**"). The closing date at which the Developer obtains fee simple title to the Property is referred to as the "Acquisition Date". If the Developer does not acquire fee simple title to the Property by 5:00 p.m. CST on the Acquisition Deadline Date, the Developer shall send written notice to the Village within five (5) calendar days after of the expiration of the Acquisition Deadline Date advising that the acquisition of the Property did not occur and providing a status on the acquisition consisting of one of these responses: (i) the Property Owner or the Developer has terminated the real estate purchase contract; or (ii) the Property Owner and the Developer have mutually agreed to terminate the real estate purchase contract; or (iii) the Developer and the Property Owner have extended the Acquisition Date and are actively working on matters to complete the acquisition of the Property by the extended Acquisition Date. If the Property Owner or the Developer terminates the real estate purchase contract or the Property Owner and the Developer have mutually agreed to terminate the real estate purchase contract, this Agreement shall automatically terminate without any further action being taken by either Party, and without any liability to either Party. In the event the Developer does not purchase the Property from the Property Owner, this Agreement shall automatically terminate without further action by the Corporate Authorities of the Village and shall be void and unenforceable, and the Developer agrees to waive all claims, causes of action and damages of any kind that the Developer could file against the Village arising out of or related to the termination of this Agreement based on the Developer not purchasing the Property. If the Developer and the Property Owner extend the Acquisition Date and actively work on matters to complete the acquisition of the Property by the extended Acquisition Date, this Agreement shall remain in effect until either the Property Owner or the Developer terminates the real estate purchase contract or the Property Owner and the Developer mutually agree to terminate the real estate purchase contract, subject to the next sentence. This Agreement shall automatically terminate without any further action being taken by either Party, and without any liability to either Party, if the Developer does not acquire the Property within twelve (12) months of the approval date of the Approval Ordinance, based on the DCO's automatic expiration provision that applies to Village-approved conditional use permits (See, Section 10-3-14K (Condition Uses; Revocation)) of the DCO. Notwithstanding any other provision or term in this Agreement, each Party

expressly agrees that the cure remedy under Section 16 (Default; Cure) of this Agreement shall not apply to the automatic expiration provision that applies to Village-approved conditional use permits. The Corporate Authorities of the Village, in their sole discretion, may pass an ordinance for this Development that extends the 12-month automatic expiration provision that applies to Village-approved conditional use permits so that the Developer has additional time to acquire the Property. The Developer agrees to waive any claims or causes of action for damages of any kind that it could file against the Village for not passing an ordinance that extends the 12-month automatic expiration provision that applies to Village-approved conditional use permits so that the Developer has additional time to acquire the Property. The Developer also agrees to indemnify, defend and hold harmless the Village and its appointed and elected officials, employees, engineers, attorneys, agents and representatives from any claims or causes of action or damages of any kind that could be filed against the Village by the Property Owner or any person for not passing an ordinance that extends the 12-month automatic expiration provision that applies to Village-approved conditional use permits so that the Developer has additional time to acquire the Property.

B. **Lawn Avenue Right-of-Way Vacation.** The Developer agrees to accept title to the Lawn Avenue ROW Parcel that will be vacated by the passage of a vacation ordinance and a plat of right-of-way vacation and retention of stormwater facility easement by the Village for purposes of incorporation into the Property and the Development so that the Developer can construct an expanded stormwater detention basin system as part of the construction of the Development. The Village shall provide the Developer a title commitment free and clear of any tax liens or other financial encumbrances, subject to all conditions imposed by the Village under this Agreement and the Lawn Avenue right-of-way vacation Ordinance 25-3241.

#### **SECTION 4. DEVELOPMENT PLANS.**

A. **Development Plans.** Prior to the issuance by the Village of any permit for construction within the Property, the Developer must provide to the Village the following detailed Final Development Plans for the Development, all of which must be substantially consistent with **Exhibit "D"** to the Approval Ordinance and shall be reviewed by the Community Development Director, the Director of Fire and Emergency Medical Services and the Director of Law Enforcement Services, the Village Engineer, the Village Attorney, and other Village consultants (collectively, the "Village Staff") as part of the Village development plan review process, and shall be returned to the Developer for updating and corrections to comply with the Village Staff's development plan review comments and requirements (the "Approved Plans"). The final version of the Approved Plans shall be stamped by a licensed engineer or signed by a licensed architect. The Developer may re-submit updated Final Development Plans to address the Village Staff's plan review comments and requirements. If the Developer objects to any of the Village Staff's development plan review comments and requirements, the Developer may file a written request with the Village Board seeking approval of a modification(s) to the Village Staff's development plan review comments and requirements, which may or may not be granted by the Village Board, in its sole discretion, at an open public meeting. The Approved Plans, at a minimum, shall consist of final versions of:

- (i) Detailed engineering plans, including without limitation civil, structural, architectural, lighting, construction staging, mechanicals screening, on-site and off-site storm water drainage plans, and Infrastructure plans.
- (ii) Detailed, dimensioned site plans.



- (iii) Detailed, dimensioned landscaping plans.
- (iv) Building Elevations and Village-approved Exterior Building Materials List (color, material type, etc.).
- (v) Signage plan for buildings, traffic, parking and other informational signs within the Development.
- (vi) Stack wall for the townhouses. Prior to issuance by the Village of any permit for construction other than Site Work, the Developer must assemble a representative "stack" wall on the Property with the Village-approved masonry, wood, and other construction materials to be used on the townhouse buildings. The stack wall must precisely show the materials and techniques to be used for the walls of the townhouses. The stack wall will be reviewed by the Community Development Director and will be approved by the Community Development Director only if it conforms to the Approved Plans.
- (vii) Such other plans and documents reasonably required by the Village Staff for the construction of the Development by the Developer.

B. **Infrastructure Cost Estimate.** The Developer must prepare an itemized estimate of the cost of construction of each component of the Infrastructure (the "Infrastructure Cost Estimate") and submit the estimate to the Village prior to the issuance by the Village of any permit for construction. The Village Engineer will review, revise as necessary, and approve the Infrastructure Cost Estimate.

## **SECTION 5. DEVELOPMENT AND USE OF THE PROPERTY.**

### **Commencement and Completion of Construction.**

(i) The Developer intends to commence site improvement or construction work on the Development not more than one hundred eighty (180) calendar days after the Village Board's approval of the Approval Ordinance (the "**Anticipated Commencement Date**"), subject only to Force Majeure.

(ii) The date the Developer receives a Village site development permit or a building permit authorizing work to proceed on the Development, or any part thereof, shall be the "**Commencement Date**".

(iii) Construction of the Development shall substantially comply with the provisions of the Approval Ordinance and each of the conditions of approval set forth in the Approval Ordinance.

(iv) Construction of the Development shall substantially comply with, and the Development shall be substantially completed in accordance with, the timeframes outlined on Developer's "Construction Schedule", attached hereto as **Exhibit "E"** and incorporated herein (the "Construction Schedule"), but not later than twenty-four (24) months after the Commencement Date, subject to Force Majeure, with the actual date of Substantial Completion being the "**Substantial Completion Date**". "Substantial Completion" or "Substantially Completed" shall mean that the residential component of the Development is eligible to receive a certificate of occupancy, and the public improvements are completed to the Village's dedication standard, to the extent applicable to such public improvements.

(v) Developer may start construction on its model home units numbers 1 to 4 and 27 to 29 prior to the completion of the extension of Heritage Court through the Property; however, the Developer shall install a gravel stone road within the proposed width of the Heritage Court extension from the west edge of Wolf Road to the frontage of the model units (approximately except for the 108 feet). The gravel stone road shall be continuously maintained free from of potholes and wheel ruts by the Developer, at its cost, to ensure that the gravel road can be used for emergency vehicle access. All underground utilities to the model units must be installed at the same time the binder course is installed.

B. **Substantial Compliance with Approved Plans.** Except for minor alterations due to field conditions approved by the Village Engineer or Development Director, the construction of the Development shall substantially conform with: (i) the Approval Ordinance, (ii) this Agreement, (iii) the Approved Plans, and (iv) the Requirements of Law; and shall not materially impact the exterior materials and/or exterior architectural designs included in the Approved Plans, were not rejected by the Village during the design phase of the Development, and are necessary for the Developer to complete the Development, or any portion thereof, within the applicable portion of the Development Construction Schedule. Any type of approved plan changes must comply with Section 10-8 of the Village Code.

C. **Plat of Subdivision; Easements for Cross Access.** Prior to the issuance of any permit for construction, the Developer must prepare and file the final Plat of Heritage Crossing Subdivision, in a form satisfactory to the Village, granting cross access easements by the general public and the property owners of the Heritage Springs Subdivision and the Heritage Crossing Subdivision onto and across the pedestrian ways, roads (Heritage Court), and other paths within the Property.

D. **Development – Prior to Property Acquisition or Issuance of Permits.** No construction, improvement or development of any kind by the Developer shall be permitted on any portion of the Property unless and until: (a) the Developer acquires title to the Property; and (b) the Developer has been issued either a Village site development permit, demolition permit, or a Village building permit. Further, no occupancy of the Development may occur prior to the issuance of a Village Certificate of Completion for the Infrastructure and a Village certificate of occupancy for the portion of the Development that occupancy is sought (i.e., individual certificates of occupancy shall be issued for individual townhome units only after the Village issues a Certificate of Completion for the individual townhome building) Model units will only be granted a certificate of completion for daytime (7:30 am to 8:00 pm ) use for marketing purposes.

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

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



use commercially reasonable efforts to implement, and diligently pursue and complete, the activities of the Catch-Up Plan.

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

F. **Dedication and Maintenance of Land.** The Developer shall comply with the dedication of land and maintenance of landscaping obligations as set forth in the Conditions of the Approval Ordinance. The Developer shall use commercially reasonable efforts to convey, transfer or dedicate any portion of Property to Cook County or any other necessary governmental agency that is required to provide for the street access (ingress and egress) point onto Wolf Road for the Development.

G. **Development Covenants, Conditions, and Restrictions.** Prior to the issuance by the Village of any building permit other than a permit for Site Work, the Developer must present to the Village for review and comment and approval a set of Covenants, Conditions, and Restrictions ("CC&Rs") for the Development. The CC&Rs may not be amended without the prior express written consent of the Village at any time or in any manner that alters or interferes with any easement, grant, right, or remedy granted or reserved to the Village, including without limitation the right of the Village: (i) to cure any violation of the CC&Rs, this Agreement, the Approval Ordinance, or any other Requirements of Law, (ii) to perform necessary maintenance and repairs, (iii) to be reimbursed for all of the Village's costs and expenses related to maintenance and repairs, and (iv) to have a lien against the Property for unpaid costs and expenses. After Village approval, the CC&Rs shall be filed with the Cook County Clerk's Office, Recording Division ("CCCORD") by the Developer, at its cost.



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

I. **Environmental Conditions.** The Developer must remain in compliance with all applicable federal and State of Illinois environmental laws and regulations while constructing the Development.

J. **Building Certification.** RESERVED.

K. **Estimated Site Development Costs and Construction Budget.** Based on the Approved Plans, the "Estimated Site Development Costs" to develop, construct and complete the Development's public and private infrastructure is \$1,285,620.35. The Developer shall deliver to the Village an itemized letter from a licensed engineer, certifying to the Village that, to such engineer's knowledge following reasonable investigation and inquiry, the Estimated Development Costs will not be less than \$1,285,620.35.

L. **Development Financing.** At the time the application for a site development permit is submitted, the Developer shall provide the Village Manager with a confidential letter issued by the Developer that lists the tiered funding sources to be used to complete the Development and includes marked-confidential copies of supporting financing documents consisting of secured, fully executed construction financing term sheets, loan obligations and written proof of Developer equity contributions and investor equity contributions acceptable to the Village and sufficient to demonstrate that adequate funds are available to Substantially Complete the Development, including a financing commitment letter or a construction loan commitment letter issued by a bank or other financial lender for the Development. The Developer's financing commitments shall be sufficient to cover the equity and debt financing, including the Developer Security, to Substantially Complete the Development. In the event the Developer is unable to provide the Village with written evidence of the Development financing sufficient to Substantially Complete the Development within the time frame set forth in this Agreement, the Village may, exercising its sole discretion, terminate this Agreement and all of the Parties' rights, duties and obligations under this Agreement shall terminate without any liability being imposed on the Village or the Developer. The confidential letter and supporting financial submittals shall be retained on file with the Village Clerk's Office and shall not be attached to this Agreement but is referenced as **Group Exhibit "F"** to this Agreement.

## **SECTION 6. CONSTRUCTION AND MAINTENANCE OF INFRASTRUCTURE.**

**A. Developer's Duty to Construct Infrastructure.** The Developer, at its cost, must construct and install all of the Infrastructure.

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

- (i) **General Standards.** All Infrastructure must be constructed in compliance with the standards in this Agreement and all Requirements of Law. All work performed in the construction of the Infrastructure must be conducted in a good and workmanlike manner. All materials used for construction of the Infrastructure must be new and of first-rate quality.
- (ii) **Special Standards.** Construction of the Infrastructure must conform to the applicable standards of the La Grange Highlands Sanitary District, MWRD, IDOT, Cook County and the IEPA.
- (iii) **Prosecution of the Work.** Once Site Work has begun, the Developer and all of its contractors must use commercially reasonable efforts to prosecute work on the Infrastructure in a diligent manner until the work is properly completed.
- (iv) **Inspection, Engineering, Testing Services.** In general conformance with the Village Development Control Ordinance 10-10-17C, the Developer must provide, at its cost, all inspection, engineering, and testing for construction of the Infrastructure, including without limitation: (a) on-site construction supervision services, (b) periodic inspections of construction of the Public Infrastructure conducted by a professional engineer, and (c) third-party materials sampling and testing services. The Developer must promptly provide the Village with the names of the project manager and project engineer and telephone numbers at which the project manager and project engineer can be reached at all times.
- (v) **Village Inspections and Approvals.** Village representatives have the right and authority, and the permission of the Developer, to inspect all work on the Infrastructure at all times between 8:00 a.m. and 6:00 p.m. weekdays, and at any other time work is taking place within the Property, and in the case of an emergency at any time reasonably determined by the Village, to confirm compliance with all requirements of this Agreement and all Requirements of Law.
- (vi) **Other Approvals.** When the construction of Infrastructure requires the permission or approval of a regulatory agency, including without limitation the La Grange Highlands Sanitary District, MWRD, IDOT, Cook County or the IEPA, then the Developer must use all commercially reasonable efforts required to obtain the required permission or approval. The Developer may not commence work requiring the permission or approval of any such agency in advance of receiving that permission or approval.

**C. Approvals of Infrastructure.** At the time the site development permit is issued, a list of required inspections will be provided to the Developer. The Developer will be responsible for completing all required inspections. In the event that a required inspection is not completed, the Village reserves the right to request that the Developer re-expose the Infrastructure at the Developer's cost for inspection. When an Infrastructure improvement has been completed, the Developer must request final inspection and approval of that Infrastructure improvement by the Village. The Village will inspect that Infrastructure improvement and may prepare a punch list of items requiring repair or correction. The Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village will not approve an Infrastructure



improvement until it has been fully and properly completed in accordance with the Approved Plans, including without limitation all punch list work for that Infrastructure improvement.

**D. Acceptance, Dedication and Acceptance of Public Infrastructure.** The Developer will dedicate to the Village or to any other governmental agency with oversight jurisdiction each Public Infrastructure improvement after it is approved by the Village or the other governmental agency with oversight jurisdiction. The Village will accept a Public Infrastructure improvement when it has been fully and properly completed, but nothing will constitute an acceptance by the Village of a Public Infrastructure improvement except express written acceptance by the Village. Prior to the Village's acceptance, the Developer must execute, or cause to be executed, all documents reasonably requested by the Village to transfer ownership of the Public Infrastructure improvement to the Village, free and clear of all liens, claims, and encumbrances or restrictions that would prevent the Village from operating, maintaining, repairing, or replacing that Public Infrastructure improvement. The documents transferring ownership of a Public Infrastructure improvement to the Village (e.g., bill of sale and affidavit of title, etc.) must be reasonably acceptable in form and substance to the Village Attorney. Within thirty (30) calendar days of the acceptance, dedication or conveyance, the Developer shall provide the Village Manager with final, executed copies of the acceptance, dedication or conveyance documents that relate to each component of the Public Infrastructure improvements after it is approved by the other governmental agencies with oversight jurisdiction.

**E. Infrastructure Guarantees.** The Developer guarantees the prompt and satisfactory correction of every defect or deficiency in any Infrastructure that occurs or becomes evident within two (2) years after Village approval and acceptance of that Infrastructure, and in the case of stormwater management system elements three (3) years, pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during the 2-year or 3-year period, then the Village will give notice to the Developer stating the defect or deficiency and the Developer must correct the defect or deficiency within ten (10) calendar days after receipt of the notice or, if the defect or deficiency cannot reasonably be corrected within that 10-day period, then within a longer period of time as is reasonably necessary to correct the defect or deficiency so long as the Developer has promptly commenced and uses commercially reasonable efforts to diligently pursue the correction. If the defect or deficiency is not corrected within the required time period, then the Village may undertake the correction and then the Village will have the right to draw from the performance securities deposited pursuant to Section 9 of this Agreement to reimburse itself for all costs and expenses incurred in making the correction. If any Public Infrastructure is repaired or replaced by the Developer pursuant to the demand of the Village, then the guaranty provided by this Subsection 6.E. will be extended, as to the repair or replacement, for two (2) full years after the date of completion of the repair or replacement.

**F. Perpetual Maintenance of Private Infrastructure.** The Developer, and then the homeowners association, must maintain, at its cost and expense, all Private Infrastructure at all times in good and serviceable condition consistent with Village codes and generally accepted engineering practices, including without limitation Village codes and ordinances and MWRD standards, as applicable. If at any time the Developer, or the homeowners association, is in breach of this standard, as determined by the Village, then the Village may issue a citation to, and impose a fine on, the Developer, or the homeowners association, as provided in the Village Code. In addition, the Village may issue notice stating that the Developer, or the homeowners association, must cure the breach within thirty (30) calendar days or, if the breach cannot reasonably be cured

within thirty (30) calendar days, then within a date certain set by the Village. The Developer, or the homeowners association, must promptly commence the cure and use commercially reasonable efforts to diligently and continuously pursue the cure to completion. If the cure is not completed within the required time, then the Village may, but is not in any way obligated to, undertake the cure using its own forces or outside forces. The Developer, or the homeowners association, will be liable for, and must reimburse to the Village, all costs and expenses incurred by the Village to cure the breach. If the Village's costs and expenses have not been reimbursed in full within thirty (30) calendar days after notice from the Village, then all unpaid costs and expenses will become a lien against the Property in its entirety and the Village will have the right to collect the unpaid costs and expenses and to enforce the lien in the same manner as mortgage foreclosure proceedings. Under no circumstances will the Village ever be required or obligated to maintain or repair any Private Infrastructure. The terms of this Subsection 6.F. shall be incorporated in the CC&Rs. Maintenance obligations for the Stormwater Conveyance System shall consist of:

- (i) **Operations and Maintenance Manual for Stormwater Conveyance System:** The Developer shall comply with the maintenance and operations obligations for the Stormwater Conveyance System set forth in and required by the Operations and Maintenance Manual, per the Approval Ordinance and Section 10-11-11 (Stormwater Management Requirements For All Developments) of the DCO. A copy of the Operations and Maintenance Manual is attached hereto as Exhibit "G" and made a part hereof.
- (ii) **Maintenance Obligations Imposed on the Developer and Then the Homeowners Association:** The maintenance of the Stormwater Conveyance System for the Development shall be the responsibility of the Developer and then the homeowners association. The Developer guarantees that it and all future owners of the Property shall maintain the Stormwater Conveyance System.
- (iii) **Inspection Access by Village Representatives:** The Developer specifically authorizes representatives of the Village to enter onto the Property for the purpose of conducting inspections and testing of the Stormwater Conveyance System.
- (iv) **Maintenance Schedule:** The Developer shall comply with the "Schedule for Regular Maintenance" of each aspect of the Stormwater Conveyance System and shall provide for access to the Stormwater Conveyance System for inspection and testing by authorized representatives of the Village. In the event that any authorized representatives of the Village notify the Developer, or the homeowners association, in writing of any maintenance problems which require correction, the Developer, or the homeowners association, shall make such corrections within thirty (30) calendar days of such notification. The Village shall be reimbursed by the Developer and then by the homeowners association for the actual costs and fees incurred relative to any inspection and/or testing conducted by its representatives. If the corrections are not made within this time period, the Village may have the necessary work completed and assess the cost to the Developer or the or the homeowners association.
- (v) **Annual Maintenance Inspections:** All components of the Stormwater Conveyance System shall be inspected by representatives of the Developer and then the homeowners association not less often than once per year. A written report shall be prepared of the results of any inspection and a copy of the report shall be sent to the Village Manager detailing any problems which need



correction within thirty (30) calendar days of the date of the report or by no later than September 30 each year.

**G. Abandonment of Construction.** If the Developer abandons the Development or any part of the Development, then the Developer, within ninety (90) calendar days after notice from the Village, must: (i) remove all partially constructed improvements from the Property, (ii) backfill all excavations, and (iii) spread topsoil and plant grass seed throughout the Property, all to the satisfaction of the Village (collectively the "Required Restoration"). For purposes of this Subsection 6.G, "abandons" means cessation of construction for a continuous period of ninety (90) calendar days for any reason other than Force Majeure. If the Developer fails or refuses to complete the Required Restoration within the 90-day period, or such longer period of time as is reasonably necessary to complete the Required Restoration so long as the Developer has promptly commenced and uses commercially reasonable efforts to diligently pursue the Required Restoration, then the Village will have, and is granted in addition to all other rights afforded to the Village in this Agreement and by law, the right, at the Village's option, to hire a contractor to complete part or all of the Required Restoration. Thereafter, the Village may charge the Developer an amount equal to the Village's actual costs of the Required Restoration including without limitation contractor costs, disposal costs, administrative personnel fees and costs, and legal fees (collectively the "Charged Amount"). If the Charged Amount is not paid by the Developer within thirty (30) calendar days after notice from the Village, then the Charged Amount, and all costs incurred by the Village related to collection of the Charged Amount (the "Collection Costs"), may be deducted from the Developer Security and will become a lien against the Property, and the Village will have the right to collect the Charged Amount and the Collection Costs and to enforce the lien in the same manner as mortgage foreclosure proceedings.

**H. Progress Meetings.** At all times, the Developer and the Village shall each have an individual designated as the Developer's and the Village's primary point of contact for Development-related matters. The Developer shall meet on a monthly basis with the Development Director and Village Engineer, or their designee, and other Village staff as appropriate, to provide a comprehensive progress report on the Development. Appropriate Development team personnel shall attend the meeting on behalf of the Developer and the Village, and shall provide and exchange information regarding the status of construction and occupancy, pending permit requests and other appropriate information.

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

**J. "As-Built" Development Plans.** The Developer, at its cost, shall prepare and provide to the Development Director one (1) electronic copy of the "As-Built" Final Development Plans, with all minor modifications and in-field adjustments shown, at the time of issuance of the last occupancy permit for the final townhome unit as part of the Village's issuance of the Certificate of Completion for the Development. The "As-Built" Plans are subject to the review and approval by the Village Engineer and the Community Development Director, or their designees.

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

A. **Construction Staging.** The staging of construction work and materials must be in conformance with the Village-approved construction staging plan. The Developer must submit a staging plan for Village review and approval prior to the issuance of the permit for construction of the Development. The Developer shall not allow for the staging any construction equipment, materials or vehicles within the right-of-way of Park Place. The Developer shall not allow the staging of any construction equipment, materials or vehicles on the Property in a manner that creates sight-line issues for vehicle traffic traveling on Wolf Road or Park Place or Heritage Court, as determined by the Village Manager. The Developer or its any contractor, subcontractor or material supplier who violates the Village-approved construction staging plan or this subsection shall each be subject to a \$750.00 per day fine for each separate violation that occurs.

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

C. **Parking.** All construction-related vehicles, including passenger vehicles and construction equipment, must be parked within the Property or in areas specifically designated in advance in writing by the Village. The Developer shall not allow construction-related vehicles, including passenger vehicles of employees of the Developer, contractors, subcontractors or material suppliers, to be parked on Park Place or Wolf Road during the construction of the Development. The Developer or its any contractors, subcontractors or material suppliers who violates this subsection shall each be subject to a \$750.00 per day fine for each separate violation that occurs.

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

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

E. **Construction Traffic Control Plan.** The Developer must submit a detailed construction traffic control plan / operations manual for the review and approval of the Director of Law Enforcement, the Director of Engineering Services, and the Director of Community Development's approval prior to the issuance of the site development permit. The plan / operation manual must demonstrate that the Developer is providing the appropriate onsite traffic control personnel to ensure that the traffic entering and leaving the site does not impact pedestrians, bicycles, or vehicles traveling around the site. Heightened management should occur during school pick-up and drop-off times. The Developer will be responsible to reimburse the Village or the school district for the cost of crossing guard(s) or other traffic control personnel who are retained to assist with pedestrians traveling to and from the Highlands School on school days during school pick-up and drop-off times while site development work is ongoing.

**SECTION 8. DEVELOPER PAYABLE COSTS, FEES, AND EXPENSES AND ESCROW.**

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

- (i) All reimbursable costs, fees, payments, charges, and expenses (collectively "Reimbursable Costs") for outside engineering, outside legal, outside building, and other outside consulting or administrative services incurred or accrued in connection with the review and processing of plans for the development of the Property and in connection with the negotiation, preparation, consideration, and review of this Agreement, at the standard rates charged to the Village, as required by the Village Code. All Reimbursable Costs for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement must be made by a certified or cashier's check contemporaneous with the execution of this Agreement by the Village.
- (ii) All Reimbursable Costs for inspections of the Property and the Development conducted by outside inspectors.
- (iii) All Reimbursable Costs for inspections of an individual dwelling unit until issuance of a final certificate of occupancy for that unit.
- (iv) All Reimbursable Costs incurred in connection with a future application, document or proposal, whether formal or informal, of whatever kind submitted by the Developer (or its successor) to the Village in connection with the Development or the use or future development of the Property.
- (v) All Reimbursable Costs incurred by the Village for publications and recordings required in connection with the Development or the Property.

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

C. **Reimbursement for Village Work on Utilities.** If during construction of the Development the Developer discovers a water main, sewer main, or other utility that must be relocated to avoid conflict with the Development, then the Developer and the Village will determine how, where, and by whom the utility will be relocated and the Developer must pay all costs and expenses of that relocation.

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

E. **Compensation for Development Impacts.** The Developer must submit a detailed construction traffic control plan / operations manual for the review and approval of the Director of Law Enforcement, the Director of Engineering Services, and the Director of Community Development's approval prior to the issuance of the site development permit. The plan / operation manual must



demonstrate that the Developer is providing the appropriate onsite traffic control personnel to ensure that the traffic entering and leaving the site does not impact pedestrians, bicycles, or vehicles traveling around the site. Heightened management should occur during school pick-up and drop-off times. The Developer will be responsible to reimburse the Village or the school district for the cost of crossing guard(s) or other traffic control personnel who are retained to assist with pedestrians traveling to and from the Highlands School on school days during school pick-up and drop-off times while site development work is ongoing.

## **SECTION 9. PERFORMANCE SECURITY.**

A. **Developer Cash Escrow; Letter of Credit ("LOC").** As security to the Village for the performance by the Developer of the Developer's obligations to construct and complete the Infrastructure pursuant to and in accordance with this Agreement, the Developer shall deposit with the Village the following:

- (i) **Developer Cash Escrow.** The sum of \$58,000.00 cash (the "Developer Cash Escrow") shall be paid by the Developer to be held by the Village and drawn on to reimburse the Village for Reimbursable Costs incurred by the Developer described in Section 8. above. Any interest earned on the Developer Cash Escrow will be added to the escrow, but the Village is not required to cause interest to be earned. If draws on the Developer Cash Escrow reduce the balance in the Escrow to \$10,000.00 or below at any time, then the Developer must restore the Developer Cash Escrow to a level determined by the Village (but not exceeding \$30,000.00) until the Certificate of Completion is issued by the Village for the Development. Any money remaining in the Developer Cash Escrow will be distributed to the Developer within sixty (60) calendar days after notice from the Developer to the Village requesting release of such funds, after issuance of the full, final certificate of occupancy for the final townhome building constructed within the Development.
- (ii) **Performance and Payment Letter of Credit.** A performance and payment letter of credit in an amount equal to one hundred ten percent (110%) of the Infrastructure Cost Estimate (the "Performance LOC") in the form required in Subsection 9.E. below.
- (iii) **Condition Precedent.** The deposit of the Performance LOC and the Developer Cash Escrow is a condition precedent to issuance of any permit by the Village for work on the Development.

B. **Maintenance of Performance LOC.** The Performance LOC shall be maintained and renewed by the Developer, and will be held in escrow by the Village, until completion of the Infrastructure and the Public Infrastructure, as determined by the Village, and the approval by the Village Manager and dedication to the Village of the Public Infrastructure, if any, and until the posting of the Guaranty Bonds required by Subsection 9.C. below. After the acceptance and posting of the Guaranty Bonds, the Village will release the Performance LOC and return it to the Developer.

C. **Guaranty Bonds.** As a condition of the Village's approval of the Public Infrastructure and the Village's acceptance, where appropriate, of any or all of the Infrastructure pursuant to Subsections D. and E. of this Section, the Developer must post two (2) Guaranty Bonds, in the form required by Subsection 9.E. below (each a "Guaranty Bond") as follows:

- (i) **General Guaranty Bond:** This Guaranty Bond shall be security for the performance of the Developer's obligations under this Agreement related to Infrastructure. The General Guaranty Bond will be in the amount of ten percent (10%) of the Infrastructure Cost

Estimate and will be held by the Village in escrow until the end of the two-year guaranty period set forth in Subsection 6.E. of this Agreement . or until two (2) years after any necessary modification to or correction of any defect or deficiency in a Public Infrastructure improvement pursuant to Section 6.E. above and payment therefor, whichever occurs later. At the end of the two-year guaranty period, the Village will inspect the Infrastructure to verify whether any modification or corrective repair work needs to be performed, and, if such work is needed, the General Guaranty Bond, shall be retained for two-year period by the Village in accordance with this Subsection.

(ii)

Stormwater Detention Guaranty Bond: This Bond shall be security for the proper construction and operation of the Stormwater Conveyance System. The Stormwater Detention Guaranty Bond will be in the amount of ten percent (10%) of the elements of the Stormwater Conveyance System within the Infrastructure Cost Estimate and will be held by the Village in escrow for a three (3) year period after the certificate completion is issued by the Village for the Development, or for a two (2) year period after any necessary modification to or correction of any defect or deficiency in the Stormwater Conveyance System, whichever occurs later. At the end of the three-year guaranty period, the Village will inspect the Stormwater Conveyance System to verify whether any modification or corrective repair work needs to be performed, and, if such work is needed, the Stormwater Detention Guaranty Bond , shall be retained for two-year period by the Village in accordance with this Subsection.

If the Village is required to draw on a Guaranty Bond by reason of the Developer's failure to fulfill its obligations under this Agreement, then the Developer, within twenty (20) calendar days thereafter, must cause the Guaranty Bond to be increased to its full original amount. "Developer Security" shall consist of the Developer Cash Escrow, the Performance LOC the General Guaranty Bond and the Stormwater Detention Guaranty Bond.

D. Costs of Developer Security. The Developer is responsible for the full cost of securing and maintaining the Developer Cash Escrow, the Performance LOC and the Guaranty Bonds.

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



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

The Guaranty Bonds shall not be reduced to reimburse the Developer for any cost incurred in satisfaction its obligations under Section 8. or Section 9. of this Agreement.

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

On completion of the Developer's obligations to construct and complete the Infrastructure pursuant to and in accordance with this Agreement, and after reimbursement of the Village for all fees and all costs and expenses, including legal fees and administrative costs, incurred by the Village, then the Village will release to the Developer any remaining funds in the Developer Cash Escrow and any proceeds remaining on deposit with the Village from the Performance LOC or a Guaranty Bond and will return the letters of credit to the Developer.

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



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

If the funds remaining in the Developer Cash Escrow or the appropriate letter of credit are insufficient to repay fully the Village for all costs and expenses, and to maintain a cash reserve equal to a required Guaranty LOC during the entire time the Guaranty LOC should have been maintained by the Developer, then the Developer, on demand of the Village therefor, must immediately deposit with the Village any additional funds as the Village reasonably determines are necessary to fully repay such costs and expenses and to establish such cash reserve.

After: (i) completion of the Developer's obligations to construct and complete the Infrastructure in accordance with this Agreement, (ii) correction of all defects and deficiencies in the Public Infrastructure as required by Subsection 6.E. above, (iii) repair of property in accordance with a demand made pursuant to Subsection 5.E. above, (iv) payment of all amounts demanded by the Village pursuant to this Section 9, (v) compliance with all other terms of this Agreement secured by a letter of credit, and (vi) reimbursement of the Village for all fees and all costs and expenses, including legal fees and administrative costs, incurred by the Village; then the Village will release to the Developer any remaining Developer Cash Escrow and any proceeds remaining on deposit with the Village from any letter of credit and return the letter of credit to the Developer.

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

## **SECTION 10. INFRASTRUCTURE SSA.**

The Village will establish a special service area (the "Private Infrastructure SSA"), the boundaries of which will include all of the Property. The purpose of the Private Infrastructure SSA is to generate funds (the "Private Infrastructure SSA Tax Fund") that the Village may use to provide the special services of maintaining the Private Infrastructure if the Developer fails at any time to properly maintain the Private Infrastructure. The Private Infrastructure SSA will authorize the levy of a special service area tax from time to time on the Property to establish, replenish, and maintain the Private Infrastructure SSA Tax Fund sufficiently to pay for the special services only if the Developer or the homeowners association fails to pay for such services. The Village may from time to time levy the special service tax to replenish the Private Infrastructure SSA Tax Fund in a dollar amount, as determined by the Corporate Authorities of the Village, in their sole discretion, as reasonably necessary to pay for any special services. The Village will not levy a special service tax for collection prior to the issuance of a Certificate of Completion for the Development.



The Developer approves, and agrees not to object to, the establishment of the Private Infrastructure SSA as provided in this Section 10 and the levying and expending the Private Infrastructure SSA Funds by the Village, at the Corporate Authorities of the Village's sole discretion, consistent with this Section 10. Nothing regarding the Private Infrastructure SSA will compel or require the Village to provide special services or to levy the SSA tax. The obligation to maintain the Private Infrastructure rests entirely and in perpetuity on the Developer as provided in Subsection 6.N . of this Agreement.

#### **SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.**

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

B. **Village Procedures.** The Developer agrees not to challenge the Village's approval of this Agreement or of the Approval Ordinance or any other Village approved document that relates to the Development.

C. **Indemnification.** The Developer acknowledges that the accuracy and sufficiency of the Developer's Development Plans and related specifications for the Development are entirely the responsibility of the Developer and are not the responsibility of the Village, regardless of whether the Village reviews or approves the Developer's Development Plans and related specifications for apparent consistency with the Village's codes. The Developer agrees to indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (collectively the "Indemnitees") from any and all third party claims and causes of action of any kind that may be asserted at any time against the Village and any of the Indemnitees in connection with: (i) any design defect in the Developer's Development Plans and related specifications for the Development or any Infrastructure, regardless of the Village's review and approval of any Developer Development Plans or related specification for the Development or the Infrastructure or the Village's issuance of any approval, permit, certificate, or acceptance for the Development based on the apparent consistency of any Developer Development Plans or related specification for the Development or any Infrastructure Improvement; or (ii) the design, development, construction, maintenance, or use of any portion of the Property or the Infrastructure (each a "Claim" and collectively "Claims"). This indemnity does not apply or extend to any matter concerning maintenance by the Village of any Public Infrastructure after that Public Infrastructure has been accepted by the Village in accordance with this Agreement D.

D. **Defense Expenses.** The Developer agrees to pay all reasonable expenses, including without limitation attorney fees, litigation defense fees and costs, consultant fees and administrative expenses incurred by the Village in examining and tendering the defense of any Claim to the Developer in accordance with Subsection 11.C. above. The Village must promptly notify the Developer in writing of any Claim.

#### **SECTION 12. BINDING NATURE OF AGREEMENT.**

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

**SECTION 13. TERM.**

This Agreement will run with and bind the Property as long as the Development and its homeowners association continues to exist and operate, and will inure to the benefit of and be enforceable by the Developer, the homeowners association and the Village.

**SECTION 14. ENFORCEMENT.**

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

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

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

B. **Conflict of Interest and Prohibited Interest Disclosures.** Upon the Village's request from time to time during the Term of this Agreement, the Developer will provide a list of all entities owning a greater than one percent (1%) interest in the Developer. Based in part on the information provided by the Developer and in part on information from the Village's independent investigation, the Village will affirm that its Corporate Authorities, and all appropriate Village elected and appointed officials, officers, employees, agents and representatives of the Village, have or will comply with the disclosure and conflict-of-interest provisions of the Public Officer Prohibited Activities Act (50 ILCS 105/3), the TIF Act (65 ILCS 5/11-74.4-4(n)) and the Illinois Governmental Ethics Act (5 ILCS 420). Upon the Village's request, the Developer shall provide the Village with all information required for compliance with the annual TIF report that the Village is required to file with the State of Illinois Comptroller or any such similar financial information, and required for the Village to comply with any disclosure and transparency ordinance or law enacted by the State of Illinois or DuPage County. In addition, the Developer shall provide, on an annual basis, the information required by the TIF Act.



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

1. Deposit with the Village Clerk, within thirty (30) calendar days after the Acquisition Date, any consents or other documents necessary to authorize the Village to record a Memorandum of this Agreement, in form and substance reasonably acceptable to the Developer and the Village, in the Office of the Recorder of Deeds of Cook County, Illinois;
2. Notify the Village in writing at least thirty (30) calendar days prior to any date that the Developer intends to transfer fee title to any portion of the Property to any person not a party to this Agreement;
3. Include in the Restrictive Covenant a memorandum or other similar reference(s) to this Agreement sufficient to put third parties on notice of the existence of this Agreement; and
4. Require, prior to the transfer of all or any portion of the Property to any person or entity not a Party to this Agreement that occurs prior to the Substantial Completion Date, the transferee to execute an enforceable written assignment and assumption agreement, in form and substance reasonably approved by the Village Attorney (the "**Transferee Assignment and Assumption Agreement**"), agreeing to be bound by this Agreement and to provide the Village, after request, with reasonable assurance of the financial ability of the transferee to meet any remaining obligations under this Agreement. The Village and the Developer shall record against the Property a memorandum of this Agreement that obligates the owner of the Property from time to time to perform the obligations of the Developer under this Agreement and shall require notice to the Village of any transfer of the Property, which memorandum shall be in form and substance reasonably satisfactory to the Village and the Developer.

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

D. **Representations and Warranties of the Developer.**

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



2. Assignment. The Developer may not assign or transfer some or all of its rights or obligations under this Agreement without the prior written consent of the Village, the granting or denial of which consent shall be in the sole discretion of the Village; provided, however, that, without the Village's prior consent, the Developer may assign this Agreement to an entity controlling, controlled by, or under common control with the Developer and/or assign or collaterally assign any of the Developer's rights and/or obligations to the Lender.
3. Prevailing Wage. The Developer and its contractors and subcontractors are required to pay prevailing wages for all or portions of the Development work only if the Illinois Prevailing Wage Act (820 ILCS 130/) (the "IPWA") requires payment of prevailing wages.
4. Property Acquisition. The Developer shall provide the Village with sufficient documentation regarding Developer's ownership of the Property for the Development.
5. Corporate Authorization. This Agreement has been submitted for consideration and review by the board of directors, corporate officers, shareholders, members and/or managers of the Developer, and the Developer's board of directors, corporate officers, shareholders, members and/or managers have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all actions of the Developer's board of directors, corporate officers, shareholders, members and/or managers, as the case may be, precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

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

#### **SECTION 15. INSURANCE AND INDEMNIFICATION.**

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

1. Commercial General Liability Insurance (including property damage insurance): \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
2. Contractor's Liability Insurance: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Insurance: \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Umbrella Coverage or Excess Liability Coverage: \$5,000,000.00 in the aggregate.
5. Workers Compensation Insurance: Statutory Amount.

Said insurance shall state that the insurance provided by the Developer shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Developer's insurance. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village. Each such policy, including any related insurance certificates, endorsements and riders, shall expressly name "the Village of Western Springs and its appointed and elected officials, mayor and trustees, employees, engineers, attorneys, agents and representatives" as additional insureds.

To be eligible to receive any Village permit for the Development, the Developer and its insurer(s) shall agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates, including for damages or losses caused by fire, flood or other perils to the extent covered by professional liability, property, casualty or general liability insurance policies, because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Agreement. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The Developer's engineer and other design professionals, contractors, subcontractors and agents and their insurer(s), shall waive all rights of recovery of any kind, including the waiver of subrogation, against the Village and its Affiliates, including for damages or losses caused by fire, flood or other perils to the extent covered by professional liability, property, casualty or general liability insurance policies.

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

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

**B. Developer's Risk Prior to Completion.** Prior to completion of the construction of the Development, as certified by the Village, the Developer shall keep in force at all times builders risk insurance or similar insurance coverage, on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Development (including on-site stored materials), all as to work by the Developer. Such insurance policies shall be issued by companies satisfactory to the Village. The



Developer shall provide written notice to the Village at least twenty-one (21) calendar days before any such policy is cancelled or materially modified.

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

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

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

1. **Developer Defense Expense.** The Developer shall, and does, agree to pay all reasonable expenses incurred by the Village, the Village's Corporate Authorities, and all Village elected and appointed officials, officers, employees, agents, contractors and representatives in defending against any and all claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties of any kind that may, at any time, be asserted against any of the Parties by any person(s) in connection with the Development, the approval of this Agreement, any terms or provisions of this Agreement, or the Developer's duties, obligations and performance under this Agreement, including, without limitation, any claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties related to or associated with environmental conditions, matters or contaminants concerning or relating to the Property, in each case, except to the extent caused by the negligence or willful misconduct of the Village or its elected and appointed officials, officers, employees, agents, contractors and representatives. These expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorneys' and experts' fees and other litigation costs.
2. **Mutual Indemnification.** Each Party shall indemnify, hold harmless and defend the other Party and their respective officers, employees, agents, contractors and representatives against all injuries, deaths, losses, damages, claims, suits, liabilities, liens, including mechanic's liens, judgments, costs and expenses, including reasonable attorney fees, which may in any way arise from or accrue against the other Party as a consequence of this Agreement or which may in any way result therefrom, other than those indemnified matters which arise from or relate to the negligence or willful misconduct of the other Party or its officials, officers, employees, agents, contractors and representatives. The provisions of this Subsection and any other indemnification obligations on the part of

either Party shall survive the termination or expiration of this Agreement for a period of two (2) years. In any such action against either Party, the other Party shall, at its own expense, appear, defend and pay all charges of reasonable attorney fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Party in any such action, the other Party shall, at its own expense, satisfy and discharge such judgment. The prevailing Party shall indemnify the other Party for any costs, including reasonable attorney fees, in enforcing the provisions of this Agreement.

#### **SECTION 16. DEFAULT; CURE.**

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

#### **SECTION 17. GENERAL PROVISIONS.**

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



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

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

|                                                                                                                                                                                                              |                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Paul McNaughton<br>McNaughton Development, LLC<br>11S220 Jackson Street<br>Burr Ridge, Illinois 60527<br>Direct: 630.325.4048<br>Email: <a href="mailto:pmcnaughton83@yahoo.com">pmcnaughton83@yahoo.com</a> | With a copy to:<br>James E. Olguin, Esq.<br>16101 South 108th Avenue, 1st Floor<br>Orland Park, Illinois 60467<br>Direct: 630.403.8003<br>Email: <a href="mailto:jim@olguinlawllc.com">jim@olguinlawllc.com</a> |
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B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

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

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

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

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

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

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

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

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

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

L. **Authority to Execute.** The Village warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities of the Village. The Developer warrants and represents to the Village that: (i) the Developer has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement; (ii) all legal actions needed to authorize the execution, delivery and performance of this Agreement by the Developer have been taken; and (iii) neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will: (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Property is bound; or (b) violate any statute, law, restriction, court order or agreement to which the Developer or the Property are subject.

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

N. **Force Majeure.** Either Party will be temporarily excused from the performance of its obligations under this Agreement when and to the extent the non-performing Party's performance is delayed or prevented by any circumstances beyond the non-performing Party's control, including but not limited to fire, flood, explosion, epidemic, pandemic, strikes or other labor disputes, acts of God or public emergency, war, rioting, malicious damage, acts or omission of any governmental authority, delay or



failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance or action or omission of the other Party (collectively, "Force Majeure"), provided that:

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

Economic hardship or other financial considerations, including but not limited to increases in the costs of construction materials, equipment or construction labor, of the Developer will not constitute an event of Force Majeure.

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

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

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

- |                           |                                                                                                                                                                                                                                                                             |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Exhibit "A":</b>       | Site Plan for the Development, Revised as of January 27, 2025 (attached)                                                                                                                                                                                                    |
| <b>Exhibit "B":</b>       | "Approval Ordinance": Western Springs Ordinance No. 25- <u>3240</u> approving a Conditional Use Permit for Planned Development for the Construction and Operation of the Development with Conditions (attached)                                                             |
| <b>Exhibit "C":</b>       | Legal Description of the Property (attached)                                                                                                                                                                                                                                |
| <b>Exhibit "D":</b>       | Final Development Plans (to be attached after Village Board approval)                                                                                                                                                                                                       |
| <b>Exhibit "E":</b>       | Construction Schedule (attached)                                                                                                                                                                                                                                            |
| <b>Group Exhibit "F":</b> | <b>Confidential</b> Developer Letter of funding sources for completion of the Development and Supporting Submittals and Developer's Lender's Financing Commitment Letter issued by _____ Bank and dated _____, 2025 (not attached; on file with the Village Clerk's Office) |
| <b>Exhibit "G":</b>       | Operations and Maintenance Manual and Specifications and Maintenance Schedule for Stormwater Conveyance System                                                                                                                                                              |
| <b>Exhibit "H":</b>       | Forms of Letters of Credit (attached)                                                                                                                                                                                                                                       |
| <b>Exhibit "I":</b>       | Written Consent of the Property Owner to Allow Developer to Enter into Redevelopment and Maintenance Agreement (attached)                                                                                                                                                   |

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

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

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

**McNaughton Development, LLC,**  
A limited liability company

By: \_\_\_\_\_

  
Paul McNaughton  
Member

Date: \_\_\_\_\_

3.12.2025

**VILLAGE OF WESTERN SPRINGS,**  
an Illinois municipal corporation

By: \_\_\_\_\_

  
Heidi Rudolph  
Village President

Date: \_\_\_\_\_

4-12-2025

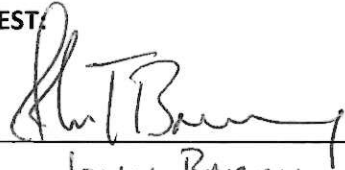
ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

  
JOHN BARRY  
Project Manager

3/12/2025

ATTEST:

By: \_\_\_\_\_

  
Edward Tymick  
Village Clerk

Date: \_\_\_\_\_

04/12/25



**Exhibit "A"**

**Site Plan for the Development,  
Revised as of January 27, 2025**

(attached)

**Exhibit "B"**

**"Approval Ordinance": Western Springs Ordinance No. 25-3240**

ORDINANCE APPROVING A MAP AMENDMENT TO REZONE THE 5600 SOUTH WOLF ROAD PROPERTY, WESTERN SPRINGS, ILLINOIS, FROM THE O – LIMITED OFFICE ZONING DISTRICT TO THE R4 - MULTIPLE-FAMILY RESIDENCE DISTRICT; APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT FOR A PLANNED DEVELOPMENT FOR THE CONSTRUCTION AND OPERATION OF THE PROPOSED 29 UNIT HERITAGE CROSSING TOWNHOME DEVELOPMENT LOCATED AT THE 5600 SOUTH WOLF ROAD PROPERTY, INCLUDING THE APPROVAL OF THE COMBINED PRELIMINARY / FINAL DEVELOPMENT PLANS, SUBJECT TO VILLAGE PLAN REVIEW PROCESS, AND APPROVAL OF CERTAIN DEVELOPMENT ALLOWANCES, EXCEPTIONS AND VARIATIONS FROM THE VILLAGE ZONING REGULATIONS, INCLUDING A WAIVER OF THE FIVE (5) ACRE MINIMUM LOT AREA REQUIREMENT AND A REDUCTION OF CERTAIN PLANNED DEVELOPMENT SUBMISSION REQUIREMENTS

(attached)

**Exhibit "D"**

**Final Development Plans**

(To be attached and incorporated herein  
after Village Board approval)

**Exhibit "E"**

**Construction Schedule**

(attached)



**Group Exhibit "F"**

Confidential Developer Letter of funding sources for completion of the Development  
and Supporting Submittals and Developer's Lender's Financing Commitment Letter  
issued by \_\_\_\_\_ Bank and dated \_\_\_\_\_, 2025

(not attached; on file with the Village Clerk's Office)

**Exhibit "G"**

Operations and Maintenance Manual and Specifications and Maintenance Schedule  
for Stormwater Conveyance System

(attached)

**Exhibit "H"**

**Forms of Letters of Credit**

(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. 25-2879**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A  
REDEVELOPMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN THE  
VILLAGE OF WESTERN SPRINGS, ILLINOIS AND MCNAUGHTON DEVELOPMENT, LLC FOR  
THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT  
(5600 South Wolf Road, Western Springs, Illinois)**

which was passed by a roll call vote of the Village President and Board of Trustees of the Village of Western Springs at a Regular Meeting thereof, held on the 10<sup>th</sup> day of February 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 10th day of February 2025.

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

AYES: Trustees Avakian, Chen, Fink, Lewis, Tyrrell

NAYS: Trustee Nawrocki

ABSENT: None.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this 10th day of February 2025.



*Edward Tymick*

Edward Tymick, Village Clerk





September 12, 2025

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

Re: Heritage Crossing

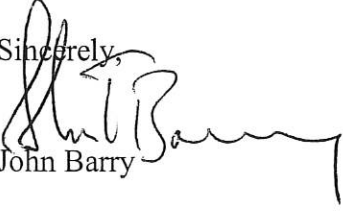
Dear Heather

Please except this letter as our formal request for an extension for the start of site development activity within the Heritage Crossing development. In preparation to commence development, our engineering consultant is completing what we expect to be the final engineering resubmittals to the village engineer, MWRD and Cook County Department of Highways.

If you have any questions, please feel free to call.

Thank you.

Sincerely,

  
John Barry

**Waterfall Glen Executive Office Center – 11S220 Jackson Street, Burr Ridge, IL 60527**  
Phone: 630-325-3400 • Fax: 630-325-3402 • Web: [McNaughtonDevelopment.com](http://McNaughtonDevelopment.com)

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Highland Park • Naperville • Palos Heights • Kildeer • Hinsdale • Orland Park • Powers Lake & Lauderdale Lakes, Wisconsin

RESOLUTION NO. 25-\_\_\_\_  
VOTE: \_\_\_\_\_  
AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
DATE: October 27, 2025.  
OTHER: None.

A RESOLUTION AUTHORIZING THE APPROVAL  
AND EXECUTION OF A FIRST AMENDMENT TO  
REDEVELOPMENT AND MAINTENANCE  
AGREEMENT BY AND BETWEEN THE VILLAGE OF  
WESTERN SPRINGS, ILLINOIS AND  
MCNAUGHTON DEVELOPMENT, LLC FOR THE  
HERITAGE CROSSING RESIDENTIAL TOWNHOME  
DEVELOPMENT (5600 South Wolf Road,  
Western Springs, Illinois)

**WHEREAS**, with the approval of Resolution No. 25-2879 on February 10, 2025, the President and Board of Trustees of the Village of Western Springs (the “Corporate Authorities” or “Village Board”) approved a document entitled “REDEVELOPMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND MCNAUGHTON DEVELOPMENT, LLC FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT (5600 South Wolf Road, Western Springs, Illinois)” (the “Redevelopment Agreement”) to provide for the redevelopment of the real property commonly known as 5600 South Wolf Road, Western Springs, Illinois (the “Property”) by McNaughton Development, LLC, with its principal business office located at 11S220 Jackson Street, Burr Ridge, Illinois 60527 (“Developer”), with a twenty-nine (29) unit residential townhome development (the “Development”). The Property is legally described in Exhibit “A” attached hereto and made a part hereof. A copy of the Redevelopment Agreement is on file with the Village’s Community Development Department and is incorporated herein by reference; and

**WHEREAS**, in addition to the approval of the Redevelopment Agreement, after the completion of the required public hearing, the Corporate Authorities of the Village further approved the following Ordinances and Resolution granting the zoning relief and other development entitlement rights necessary for the Developer to construct the Development: Ordinance No. 25-3239 (Amendments to Comprehensive Land Use Plan for Map Amendment / Rezoning of 5600 Wolf Road to R4 Multi-Family District for the Heritage Crossing Development); Ordinance No. 25-3240 (Map Amendment - Office District to R4 Multi-Family District and Conditional Use Permit and Planned Development for 5600 Wolf Road - Heritage Crossing Development); Ordinance No. 25-3241 (Right Of Way Vacation: 66.00 Feet by 225.00 Feet of Lawn Avenue With Storm Drainage Sewer Easements for Heritage Crossing Development); Ordinance No. 25-3242 (Plat of Abrogation for Storm Sewer Easement and Public Utility Easement for Heritage Crossing Resubdivision at 5600 Wolf Road); Ordinance No. 25-3243 (Final Plat of Heritage Crossing Resubdivision at 5600 Wolf Road); Ordinance No. 25-3259 (Waiver of Submittals and Major Amendment to Conditional Use Permit and Planned Development for Revised Stormwater Drainage Plan for Heritage Crossing Development at 5600 Wolf Road); and Resolution No. 25-2878 (Waiver of Planned Development Guidelines Allowance (5 Acres and Site Design Regulations) and Submittal Requirement Reduction for Heritage Crossing Development at 5600 Wolf Road) (collectively the “Development Approvals”); and

**WHEREAS**, subsequent to Village-approval of the Development Approvals, the Developer has acquired title to the Property, has undertaken certain pre-vertical development activities, such as utility disconnections and demolition of the on-site structures, and has applied for the required construction permits that need to be issued by the Village, the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) and Cook County for the Development, and has been active in submitting development plans and resubmitting updated development plans to the Village, MWRD and Cook

County as part of the plan review process. However, as required by Section 5(i) (Development And Use Of The Property) of the Redevelopment Agreement, the Developer has not commenced site improvement or construction work on the Development within one hundred eighty (180) calendar days after the Village Board's passage of the Development Approvals (the "Anticipated Commencement Date"), subject only to Force Majeure. There have been no events of Force Majeure that have extended such 180-calendar day period; and

**WHEREAS**, the Developer has requested that the 180-calendar day period for commencing site improvement or construction work at the Property, as required by Subsection 5(i) (Development And Use Of The Property) of the Redevelopment Agreement, be amended and replaced with "June 1, 2026", as set forth below (see new underlined text and stricken text below):

**5. Development And Use Of The Property.**

**Commencement and Completion of Construction.**

- (i) The Developer intends to commence site improvement or construction work on the Development no later than June 1, 2026 ~~not more than one hundred eighty (180) calendar days after the Village Board's approval of the Approval Ordinance~~(the "Anticipated Commencement Date"), subject only to Force Majeure.

; and

**WHEREAS**, a copy of the proposed "FIRST AMENDMENT TO REDEVELOPMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND MCNAUGHTON DEVELOPMENT, LLC FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT (5600 South Wolf Road, Western Springs, Illinois)" (the "First Amendment to Redevelopment Agreement") that replaces the 180-calendar day period set forth in Section 5(i) (Development And Use Of The Property) of the Redevelopment Agreement for commencing site improvement or construction work at the Property with a "June 1, 2026" deadline is attached hereto as **Exhibit "B"** and made a part hereof; and

**WHEREAS**, at an open public meeting held on **September 30, 2025**, the Village's Planning and Zoning Committee ("Committee") reviewed and discussed the proposed First Amendment to Redevelopment Agreement for the Heritage Crossing Townhome Development, and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its **September 30, 2025** meeting, the Committee recommended that the Corporate Authorities of the Village consider approving the First Amendment to Redevelopment Agreement; and

**WHEREAS**, at open public meetings held on **October 13, 2025 and October 27, 2025**, the Corporate Authorities of the Village reviewed and discussed the Committee's recommendation regarding the First Amendment to Redevelopment Agreement for the Heritage Crossing Townhome Development, and received input from the Village staff on the matter and provided an opportunity for input from the public on the matter. At its **October 27, 2025 meeting**, the Corporate Authorities of the Village accepted the Committee's recommendation regarding approval of the First Amendment to Redevelopment Agreement; and

**WHEREAS**, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of

Illinois of 1970, to approve and enter into the First Amendment to Redevelopment Agreement, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into the First Amendment to Redevelopment Agreement.

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

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

**SECTION 2: Approval and Execution of First Amendment to Redevelopment Agreement and Other Related Documents.** The Village President and Board of Trustees of the Village of Western Springs authorize the approval and execution of the attached First Amendment to Redevelopment Agreement, substantially in the form attached hereto as **Exhibit "B"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the First Amendment to Redevelopment Agreement.

**SECTION 3: Delivery of First Amendment to Redevelopment Agreement and Other Documents.** After approval and execution of this Resolution and the First Amendment to Redevelopment Agreement by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and executed versions of the attached First Amendment to Redevelopment Agreement to the Developer for record retention purposes.

**SECTION 4. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval as provided by State law.

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

---

Heidi Rudolph, Village President

**ATTEST:**

---

Edward Tymick, Village Clerk



**Exhibit "A"**

**Legal Description for 5600 South Wolf Road, Western Springs, Illinois.**

PARCEL 1: THE WEST  $\frac{1}{2}$  OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION BEING A SUBDIVISION OF THE EAST 473 FEET OF THE NORTH 775.5 FEET (EXCEPT THE EAST 145.2 FEET OF THE WEST 178.2 FEET OF THE NORTH 350 FEET THEREOF) OF THE NORTH EAST  $\frac{1}{4}$  OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN VIAL'S FAIRWAY, A SUBDIVISION OF PART OF THE NORTH EAST  $\frac{1}{4}$  OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED APRIL 17, 1957 AS DOCUMENT 16879637 IN COOK COUNTY, ILLINOIS.

**Legal Description for the Lawn Avenue ROW Parcel:**

THAT PART OF THE 66 FEET WIDE LAWN AVENUE, LYING SOUTH OF THE NORTH LINE OF WESTERN SPRINGS TOWNHOMES, RECORDED MARCH 29, 1999, AS DOCUMENT NO. 99297584, LYING NORTH OF THE SOUTH LINE OF RIDGEWOOD UNIT 12, RECORDED OCTOBER 6, 1965, AS DOCUMENT NO. 19610359, LYING WEST OF THE EAST LINE OF THE WEST  $\frac{1}{2}$  OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION, RECORDED NOVEMBER 13, 1948, AS DOCUMENT NO. 14442019, AND LYING EAST OF THE WEST LINE OF RIDGEWOOD UNIT NO. 11, RECORDED APRIL 3, 1964, AS DOCUMENT NO. 19089916, IN THE EAST HALF OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

**PINs:** 18-18-200-017-0000  
18-18-200-038-0000  
18-18-200-001-0000 (Lawn Avenue ROW Parcel)

**Exhibit "B"**

**FIRST AMENDMENT  
TO REDEVELOPMENT AND MAINTENANCE AGREEMENT  
BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS  
AND MCNAUGHTON DEVELOPMENT, LLC  
FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT  
(5600 South Wolf Road, Western Springs, Illinois)**

(attached)

**FIRST AMENDMENT  
TO REDEVELOPMENT AND MAINTENANCE AGREEMENT  
BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS  
AND MCNAUGHTON DEVELOPMENT, LLC  
FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT  
(5600 South Wolf Road, Western Springs, Illinois)**

**THIS FIRST AMENDMENT TO REDEVELOPMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND MCNAUGHTON DEVELOPMENT, LLC FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT (5600 South Wolf Road, Western Springs, Illinois)** (the “First Amendment to Redevelopment Agreement”) is entered into on October 27, 2025 (the “Effective Date”) by and between the Village of Western Springs, an Illinois municipal corporation (the “Village”), and McNaughton Development, LLC, with its principal business office located at 11S220 Jackson Street, Burr Ridge, Illinois 60527 (the “Developer”). The Village and the Developer shall be referred to at times herein collectively as the “Parties” and individually as a “Party”.

**RECITALS**

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs (the “Corporate Authorities” or “Village Board”) are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, to approve and enter into this First Amendment to Redevelopment Agreement, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into this First Amendment to Redevelopment Agreement; and

**WHEREAS**, with the approval of Resolution No. 25-2879 on February 10, 2025, the Corporate Authorities of the Village approved a document entitled “REDEVELOPMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND MCNAUGHTON DEVELOPMENT, LLC FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT (5600 South Wolf Road, Western Springs, Illinois)” (the “Redevelopment Agreement”) to provide for the redevelopment of the real property commonly known as 5600 South Wolf Road, Western Springs, Illinois (the “Property”) by the Developer” with a twenty-nine (29) unit residential townhome development (the “Development”). The Property is legally described in the Redevelopment Agreement. A copy of the Redevelopment Agreement is on file with the Village’s Community Development Department and is incorporated herein by reference; and

**WHEREAS**, in addition to the approval of the Redevelopment Agreement, after the completion of the required public hearing, the Corporate Authorities of the Village further approved the following Ordinances and Resolution granting the zoning relief and other development entitlement rights necessary for the Developer to construct the Development: Ordinance No. 25-3239 (Amendments to Comprehensive Land Use Plan for Map Amendment / Rezoning of 5600 Wolf Road to R4 Multi-Family District for the Heritage Crossing Development); Ordinance No. 25-3240 (Map Amendment - Office District to R4 Multi-Family District and Conditional Use Permit and Planned Development for 5600 Wolf Road - Heritage Crossing Development); Ordinance No. 25-3241 (Right Of Way Vacation: 66.00 Feet by

225.00 Feet of Lawn Avenue With Storm Drainage Sewer Easements for Heritage Crossing Development); Ordinance No. 25-3242 (Plat of Abrogation for Storm Sewer Easement and Public Utility Easement for Heritage Crossing Resubdivision at 5600 Wolf Road); Ordinance No. 25-3243 (Final Plat of Heritage Crossing Resubdivision at 5600 Wolf Road); Ordinance No. 25-3259 (Waiver of Submittals and Major Amendment to Conditional Use Permit and Planned Development for Revised Stormwater Drainage Plan for Heritage Crossing Development at 5600 Wolf Road); and Resolution No. 25-2878 (Waiver of Planned Development Guidelines Allowance (5 Acres and Site Design Regulations) and Submittal Requirement Reduction for Heritage Crossing Development at 5600 Wolf Road) (collectively the "Development Approvals"); and

**WHEREAS**, subsequent to Village-approval of the Development Approvals, the Developer has acquired title to the Property, has undertaken certain pre-vertical development activities, such as utility disconnections and demolition of the on-site structures, and has applied for the required construction permits that need to be issued by the Village, the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") and Cook County for the Development, and has been active in submitting development plans and resubmitting updated development plans to the Village, MWRD and Cook County as part of the plan review process. However, as required by Section 5(i) (Development And Use Of The Property) of the Redevelopment Agreement, the Developer has not commenced site improvement or construction work on the Development within one hundred eighty (180) calendar days after the Village Board's passage of the Development Approvals (the "Anticipated Commencement Date"), subject only to Force Majeure. There have been no events of Force Majeure that have extended such 180-calendar day period; and

**WHEREAS**, the Developer has requested that the 180-calendar day period for commencing site improvement or construction work at the Property, as required by Subsection 5(i) (Development And Use Of The Property) of the Redevelopment Agreement, be amended and replaced with "June 1, 2026", as set forth below in Section 2 of this First Amendment to Redevelopment Agreement; and

**WHEREAS**, the Corporate Authorities of the Village and the Developer find that it is in their mutual interests to approve and enter into this First Amendment to Redevelopment Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, financial considerations and other obligations of the Parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follows:

1. **Recitals**: The foregoing Recitals are incorporated into this First Amendment to Redevelopment Agreement as material terms of this First Amendment to Redevelopment Agreement.

2. **Amendments to the Redevelopment Agreement**: Subsection 5(i) (Development And Use Of The Property) of the Redevelopment Agreement is amended as follows (see new underlined text and stricken text below):

5. Development And Use Of The Property.

Commencement and Completion of Construction.

- (i) The Developer intends to commence site improvement or construction work on the Development no later than June 1, 2026 ~~not more than one hundred eighty~~



~~(180) calendar days after the Village Board's approval of the Approval Ordinance~~(the "Anticipated Commencement Date"), subject only to Force Majeure.

3. **General Terms:**

- A. **Validity:** The Parties warrant and represent that the execution, delivery of and performance under this First Amendment to Redevelopment Agreement is pursuant to proper corporate authority and action, validly and duly taken and conferred upon the Parties and the signatories hereto.
- B. **Binding:** This First Amendment to Redevelopment Agreement shall inure to the benefit of, and shall be binding upon, the transferees, assignees, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever, of the Parties hereto.
- C. **Incorporation; Priority of Documents:** The Redevelopment Agreement is incorporated herein by reference and made a part hereof. In all respects, except as specifically amended by this First Amendment to Redevelopment Agreement, or unless the action or obligation or term has been completed or satisfied, the terms, conditions and provisions of the Redevelopment Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Redevelopment Agreement and this First Amendment to Redevelopment Agreement, this First Amendment to Redevelopment Agreement shall control.
- D. **Entire Agreement; Amendment:** This First Amendment to Redevelopment Agreement amends the Redevelopment Agreement and contains the entire understanding between the Parties and supersedes any prior written or oral understanding or agreement between them with respect to the subject matter of this First Amendment to Redevelopment Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this First Amendment to Redevelopment Agreement which are not fully expressed herein. This First Amendment to Redevelopment Agreement may only be amended in writing with the mutual consent of the Parties or their successors in interest.
- E. **Effective Date:** This First Amendment to Redevelopment Agreement shall be deemed dated and become effective on the date that the last Party signs this First Amendment to Redevelopment Agreement, which date shall be inserted on page 1 hereof.

**IN WITNESS WHEREOF**, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Western Springs, and the authorized corporate officer of the Developer have signed this First Amendment to Redevelopment Agreement on the dates set forth below.

**VILLAGE OF WESTERN SPRINGS,**

**MCNAUGHTON DEVELOPMENT, LLC,**

an Illinois municipal corporation

an Illinois limited liability company

**BY:** \_\_\_\_\_  
Name: Heidi Rudolph  
Village President

**BY:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Managing Member

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

**ATTEST:** \_\_\_\_\_  
Name: Edward Tymick  
Village Clerk

**ATTEST:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

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

**CLERK'S CERTIFICATE**

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

**RESOLUTION NO. 25-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING  
THE APPROVAL AND EXECUTION OF A FIRST AMENDMENT  
TO REDEVELOPMENT AND MAINTENANCE AGREEMENT  
BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS  
AND MCNAUGHTON DEVELOPMENT, LLC  
FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT  
(5600 South Wolf Road, Western Springs, Illinois)**

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

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

AYES:\_\_\_\_\_

NAYS:\_\_\_\_\_

ABSENT:\_\_\_\_\_

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this 27th day of October, 2025.

\_\_\_\_\_  
Edward Tymick, Village Clerk

**ORDINANCE NO. 25-\_\_\_\_\_**  
**VOTE:** \_\_\_\_\_  
**AYES:** \_\_\_\_\_  
**NAYS:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_  
**DATE: October 27, 2025.**  
**OTHER: Published in pamphlet form.**

**AN ORDINANCE AUTHORIZING THE APPROVAL**  
**AND EXECUTION OF AN UPDATED FINAL PLAT**  
**OF HERITAGE CROSSING RESUBDIVISION FOR**  
**THE PROPOSED 29 UNIT HERITAGE CROSSING**  
**TOWNHOME DEVELOPMENT TO BE**  
**CONSTRUCTED AT 5600 SOUTH WOLF ROAD,**  
**WESTERN SPRINGS, ILLINOIS BY APPLICANT /**  
**CONTRACT PURCHASER MCNAUGHTON**  
**DEVELOPMENT, LLC.**

**WHEREAS**, with the approval of Resolution No. 25-2879 on February 10, 2025, the President and Board of Trustees of the Village of Western Springs (the "Corporate Authorities" or "Village Board") approved a document entitled "REDEVELOPMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND MCNAUGHTON DEVELOPMENT, LLC FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT (5600 South Wolf Road, Western Springs, Illinois)" (the "Redevelopment Agreement") to provide for the redevelopment of the real property commonly known as 5600 South Wolf Road, Western Springs, Illinois (the "Property") by McNaughton Development, LLC, with its principal business office located at 11S220 Jackson Street, Burr Ridge, Illinois 60527 ("Developer"), with a twenty-nine (29) unit residential townhome development (the "Development" or "Heritage Crossing Subdivision" or "Heritage Crossing Townhome Development"). A copy of the Redevelopment Agreement is on file with the Village's Community Development Department and is incorporated herein by reference; and

**WHEREAS**, in addition to the approval of the Redevelopment Agreement, after the completion of the required public hearing, the Corporate Authorities of the Village further approved the following Ordinances and Resolution granting the zoning relief and other development entitlement rights necessary for the Developer to construct the Development: Ordinance No. 25-3239 (Amendments to Comprehensive Land Use Plan for Map Amendment / Rezoning of 5600 Wolf Road to R4 Multi-Family District for the Heritage Crossing Development); Ordinance No. 25-3240 (Map Amendment - Office District to R4 Multi-Family District and Conditional Use Permit and Planned Development for 5600 Wolf Road - Heritage Crossing Development); Ordinance No. 25-3241 (Right Of Way Vacation: 66.00 Feet by 225.00 Feet of Lawn Avenue With Storm Drainage Sewer Easements for Heritage Crossing Development); Ordinance No. 25-3242 (Plat of Abrogation for Storm Sewer Easement and Public Utility Easement for Heritage Crossing Resubdivision at 5600 Wolf Road); Ordinance No. 25-3243 (Final Plat of Heritage Crossing Resubdivision at 5600 Wolf Road); Ordinance No. 25-3259 (Waiver of Submittals and Major Amendment to Conditional Use Permit and Planned Development for Revised Stormwater Drainage Plan for Heritage Crossing Development at 5600 Wolf Road); and Resolution No. 25-2878 (Waiver of Planned Development Guidelines Allowance (5 Acres and Site Design Regulations) and Submittal Requirement Reduction for Heritage Crossing Development at 5600 Wolf Road) (collectively the "Development Approvals"); and

**WHEREAS**, subsequent to Village-approval of the Development Approvals, the Developer has acquired title to the Property, has undertaken certain pre-vertical development activities, such as utility disconnections and demolition of the on-site structures, and has applied for the required construction permits that need to be issued by the Village, the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") and Cook County for the Development, and has been active in submitting development plans and resubmitting updated development plans to the Village, MWRD and Cook

County as part of their respective plan review and approval processes; and

**WHEREAS**, as part of its plan review and approval process, the Cook County Department of Transportation and Highways has required that certain public utility and drainage easements benefiting Cook County be added to the Final Plat of Heritage Crossing Resubdivision as a condition of Cook County approval. For approval by the Village and Cook County, the Developer has submitted to the Village and Cook County an updated version of the Final Plat of Heritage Crossing Resubdivision that was prepared by Design Tek Engineering, Inc. with a latest revision date of June 13, 2025 that contains the required Cook County easements designated as follows: “Public Utility and Drainage Easement Provisions (Cook County Cook County Department of Transportation and Highways)”. A copy of the updated version of the Final Plat of Heritage Crossing Resubdivision is attached hereto as **Exhibit “A”** and made a part hereof; and

**WHEREAS**, pursuant to Subsection 10-10-3(F) (Procedures And Requirements For Subdivision Approval; Final Plat) of the Village Development Control Ordinance (“DCO”), and Section 11-15-1 of the Illinois Municipal Code (65 ILCS 5/11-15-1) (Approval of Maps and Plats; Prerequisite to Recording), the Applicant is not allowed to subdivide or develop the Property until a final plat (excluding an administratively approved plat of consolidation) has been reviewed by the Western Springs Plan Commission (“Plan Commission”) for its compliance with the applicable DCO provisions, subject to the Village Board approved variations, and has been reviewed and approved by the Village Board; and

**WHEREAS**, as part of the Village-approved single stage Final Plan review and approval process (i.e., a combined Preliminary Plan / Final Plan approval) for the Project per Subsection 10-8-8(C) of the DCO, the updated version of the Final Plat of Heritage Crossing Resubdivision has been reviewed and revised as part of the Village plan review process; and

**WHEREAS**, at an open public meeting held on **September / October \_\_, 2025**, the Village’s Plan Commission reviewed the updated version of the Final Plat of Heritage Crossing Resubdivision and received input from the Village staff and provided an opportunity for public input on the updated Plat. At its **September / October \_\_, 2025** meeting, the Plan Commission voted to recommend that the Corporate Authorities of the Village approve the updated version of the Final Plat of Heritage Crossing Resubdivision; and

**WHEREAS**, at an open public meeting held on **September / October \_\_, 2025**, the Village’s Planning and Zoning Committee (“Committee”) reviewed the updated version of the Final Plat of Heritage Crossing Resubdivision and received input from the Village staff and provided an opportunity for public input on the updated Plat. At its **September / October \_\_, 2025** meeting, the Committee voted to recommend that the Corporate Authorities of the Village approve the updated version of the Final Plat of Heritage Crossing Resubdivision; and

**WHEREAS**, at open public meetings held on October 13, 2025 and October 27, 2025, the Corporate Authorities of the Village discussed the updated Plat, the Plan Commission’s Recommendation and the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input on the updated Plat. At the October 27, 2025 public meeting, the Village Board considered the findings and recommendations of the Plan Commission and the Committee, the input from the Village staff and the public, and agreed to approve the updated Plat; and

**WHEREAS**, in accordance with the authority set forth in the applicable provisions of the DCO



and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including 65 ILCS 5/11-15-1, and the contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) of the Constitution of the State of Illinois of 1970, the Village President and Board of Trustees of the Village of Western Springs find that the approval of this Ordinance and the approval of the attached updated version of the Final Plat of Heritage Crossing Resubdivision are protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the general public.

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

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

**SECTION 2: Approval and Execution of Plat.** The Village President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the attached “Final Plat of Heritage Crossing Resubdivision” that was prepared by **DesignTek Engineering, Inc. with a latest revision date of June 13, 2025** (“Plat”), a copy of which is attached hereto as **Exhibit “A”**. The Village Board further authorizes and directs the Village President, the Village Clerk, the Village Plan Commission Chairperson, the Village Treasurer, the Village Engineer and the Village Attorney, or their designees, and any other Village officials, as needed, to execute the final version of the attached Plat, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and such other documents as are necessary to fulfill the Village’s obligations under this Ordinance.

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

**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 passage, approval and publication as provided by State law.

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

---

Heidi Rudolph, Village President

**ATTEST:**

---

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 27th day of October, 2025.

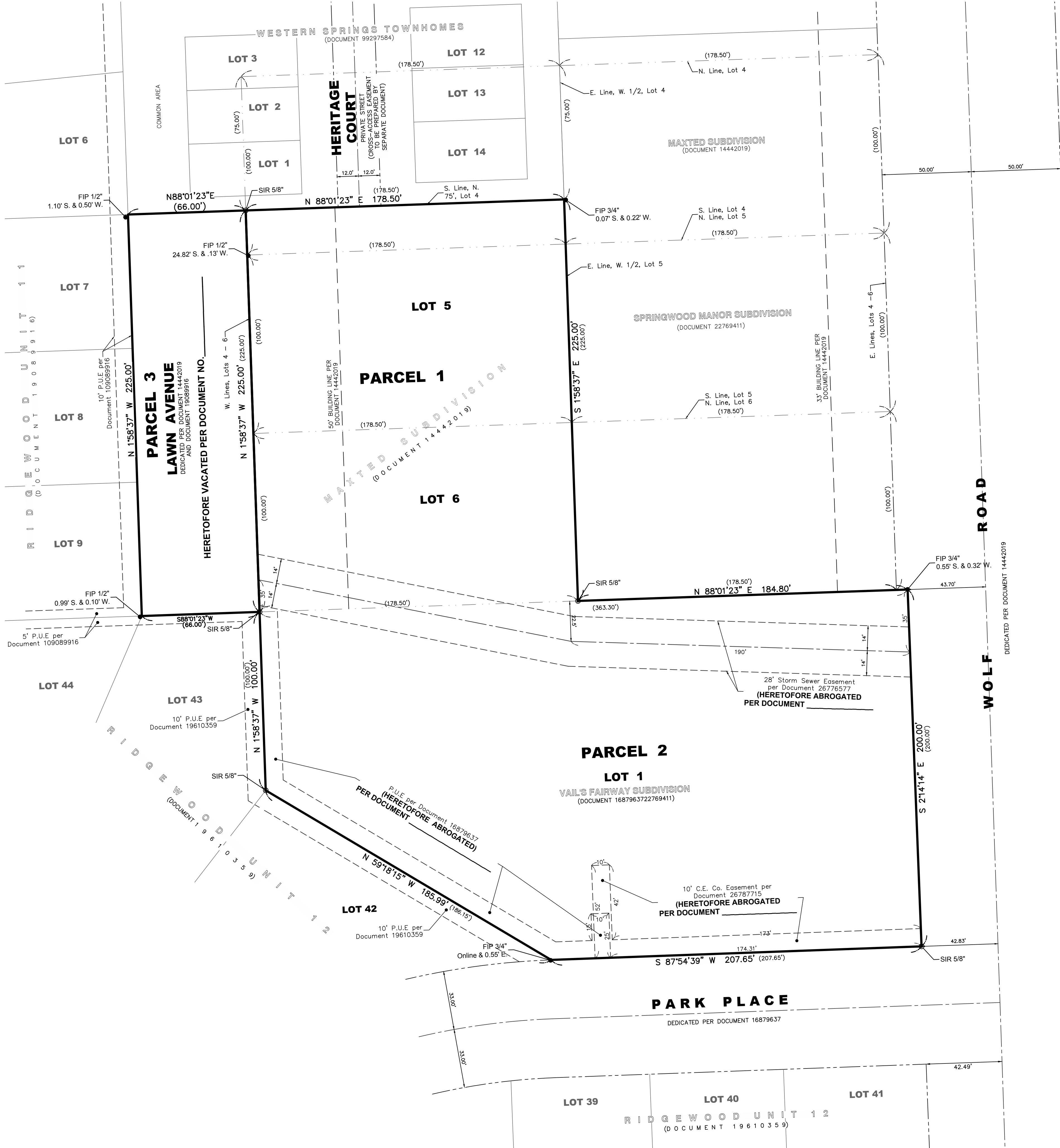
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Edward Tymick, Village Clerk

**Exhibit "A"**

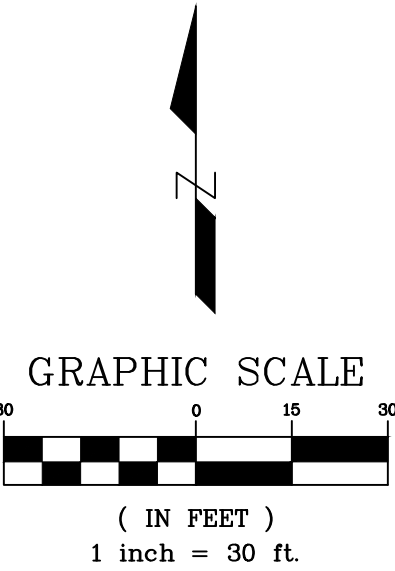
**Updated Final Plat of Heritage Crossing Resubdivision prepared by  
DesignTek Engineering, Inc. with a latest revision date of June 13, 2025**

(attached)



# FINAL PLAT OF HERITAGE CROSSING

BEING A RESUBDIVISION OF THE WEST 1/2 OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION BEING A SUBDIVISION OF THE EAST 473 FEET OF THE NORTH 775.5 FEET (EXCEPT THE EAST 145.2 FEET OF THE WEST 178.2 FEET OF THE NORTH 350 FEET THEREOF) AND LOT 1 IN VIAL'S FAIRWAY, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED APRIL 17, 1957 AS DOCUMENT 16879637 AND THAT PART OF LAWN AVENUE VACATED PER DOCUMENT \_\_\_\_\_ IN COOK COUNTY, ILLINOIS.



**BASIS OF BEARING**  
THE WEST LINE OF LOTS 4, 5 AND 6 IN MAXTED SUBDIVISION = N 01°58'37" W (NAVD 88)

**PARCEL IDENTIFICATION NUMBER**  
PARCEL ONE: 18-18-200-038-0000  
PARCEL TWO: 18-18-200-017-0000  
PARCEL THREE: UNKNOWN

**ADDRESSES**  
PARCEL 1: 1023 W. 55TH STREET  
WESTERN SPRINGS, IL 60558  
PARCEL 2: 5600 WOLF ROAD  
WESTERN SPRINGS, IL 60558

**EXISTING SITE DATA**  
AREA (PARCEL 1) = 40,163 SQ. FT. OR 0.92 ACRES  
AREA (PARCEL 2) = 64,996 SQ. FT. OR 1.49 ACRES  
AREA (PARCEL 3) = 14,850 SQ. FT. OR 0.34 ACRES  
GROSS AREA = 120,009 SQ. FT. OR 2.75 ACRES

**LEGEND**  
● FIP FOUND IRON PIPE  
○ SIR SET 5/8" IRON ROD  
— BOUNDARY LINE  
--- LOT LINE  
--- RIGHT-OF-WAY LINE  
--- CENTERLINE  
--- EXISTING EASEMENT LINE

**ABBREVIATIONS**  
FD. FOUND  
(###.##) RECORD DIMENSION  
###.## MEASURED DIMENSION  
FIP FOUND IRON PIPE  
P.U.E. PUBLIC UTILITY EASEMENT  
D.E. DRAINAGE EASEMENT  
B.S.L. BUILDING SETBACK LINE  
SQ. FT. SQUARE FEET  
N NORTH  
S SOUTH  
E EAST  
W WEST

ALL EXISTING EASEMENT ABROGATIONS WITHIN THE LEGALLY DESCRIBED PROPERTY HEREON, TOGETHER WITH THE LAWN AVENUE VACATION SHALL BE VIA SEPARATE DOCUMENTS

| REVISIONS |          | DESCRIPTION         | BY     |
|-----------|----------|---------------------|--------|
| NO.       | DATE     |                     |        |
| 1         | 10/16/24 | LOT ACCESS GEOMETRY | S.J.L. |
| 2         | 11/06/24 | LOT GEOMETRY        | S.J.L. |
| 3         | 12/09/24 | VILLAGE COMMENTS    | S.J.L. |
| 4         | 03/11/25 | NONE THIS SHEET     | S.J.L. |
| 5         | 03/16/25 | NONE THIS SHEET     | S.J.L. |
| 6         | 06/13/25 | PER C.C.D.O.I.H.    | S.J.L. |

McNAUGHTON DEVELOPMENT

FINAL PLAT  
FOR  
HERITAGE CROSSING  
WESTERN SPRINGS, ILLINOIS

DESIGNTEK ENGINEERING, INC.  
CONSULTING, CIVIL ENGINEERING & LAND SURVEYING  
9930 W. 190TH STREET, SUITE L  
MOKENA, ILLINOIS 60448  
(708) 326-4961  
FAX: (708) 326-4692  
IL PROF. LIC. NO.: 184-003740



**PROJECT INFORMATION**  
Project No.: 24-0001  
Scale: 1" = 30'  
Date: 07/10/2024  
Field Date: 04/17/2024  
Drawn By: S.J.L.  
Checked By: SDD

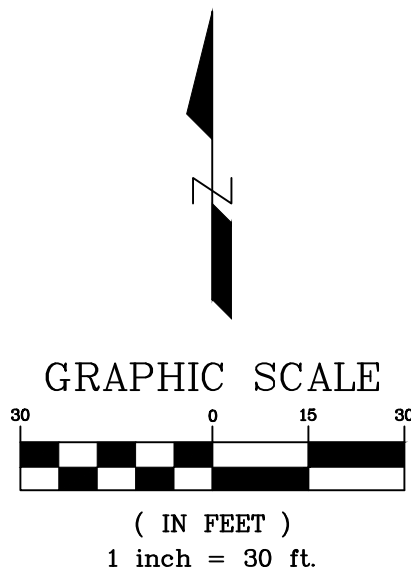
1  
OF  
4

EXISTING GEOMETRY



FINAL PLAT  
OF  
HERITAGE CROSSING

BEING A RESUBDIVISION OF THE WEST 1/2 OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION BEING A SUBDIVISION OF THE EAST 473 FEET OF THE NORTH 775.5 FEET (EXCEPT THE EAST 145.2 FEET OF THE WEST 178.2 FEET OF THE NORTH 350 FEET THEREOF) AND LOT 1 IN VIAL'S FAIRWAY, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED APRIL 17, 1957 AS DOCUMENT 16879637 AND THAT PART OF LAWN AVENUE VACATED PER DOCUMENT \_\_\_\_\_ IN COOK COUNTY, ILLINOIS.



**BASIS OF BEARING**  
THE WEST LINE OF LOTS 4, 5 AND 6 IN MAXTED SUBDIVISION = N 01°58'37" W (NAVD 88)

**PARCEL IDENTIFICATION NUMBER**  
PARCEL ONE: 18-18-200-038-0000  
PARCEL TWO: 18-18-200-017-0000  
PARCEL THREE: UNKNOWN

**AREA SUMMARY**  
GROSS AREA: 120,009 SQ. FT. OR 2.76 AC.  
BUILDABLE LOTS 1-29: 48,839 SQ. FT. OR 1.12 AC.  
OUTLOT 30: 20,369 SQ. FT. OR 0.47 AC.  
OUTLOT 31: 15,505 SQ. FT. OR 0.36 AC.  
OUTLOT 32: 14,850 SQ. FT. OR 0.34 AC.  
OUTLOT 33: 19,165 SQ. FT. OR 0.44 AC.  
WOLF RD. DEDICATION: 1,351 SQ. FT. OR 0.03 AC.

LEGEND

|           |     |                                         |
|-----------|-----|-----------------------------------------|
| ●         | FIP | FOUND IRON PIPE                         |
| ○         | SIP | SET 1" x 24" IRON PIPE                  |
| ■         | SCM | CONCRETE MONUMENT                       |
| —         |     | BOUNDARY LINE                           |
| - - -     |     | LOT LINE                                |
| - · - · - |     | RIGHT-OF-WAY LINE                       |
| - · - · - |     | PROPOSED RIGHT-OF-WAY LINE              |
| - · - · - |     | CENTERLINE                              |
| - · - · - |     | EXISTING EASEMENT LINE                  |
| - · - · - |     | PROPOSED EASEMENT LINE                  |
| ▨         |     | PROPOSED BUILDING                       |
| ▨         |     | P.U. & D.E.                             |
| ▨         |     | INGRESS-EGRESS EASEMENT AND P.U. & D.E. |
| ▨         |     | COOK COUNTY HWY. DEPT. P.U. & D.E.      |

ABBREVIATIONS

|          |                               |   |       |
|----------|-------------------------------|---|-------|
| FD.      | FOUND                         | N | NORTH |
| (###.##) | RECORD DIMENSION              | S | SOUTH |
| ###.##   | MEASURED DIMENSION            | E | EAST  |
| FIP      | FOUND IRON PIPE               | W | WEST  |
| P.U.E.   | PUBLIC UTILITY EASEMENT       |   |       |
| D.E.     | DRAINAGE EASEMENT             |   |       |
| E.T.B.E. | EXCEPTION TO BLANKET EASEMENT |   |       |
| B.S.L.   | BUILDING SETBACK LINE         |   |       |
| SQ. FT.  | SQUARE FEET                   |   |       |
| L        | ARC DIMENSION                 |   |       |
| R        | RADIUS DIMENSION              |   |       |
| CH       | CHORD BEARING/DISTANCE        |   |       |

McNAUGHTON DEVELOPMENT

FINAL PLAT  
FOR  
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WESTERN SPRINGS, ILLINOIS

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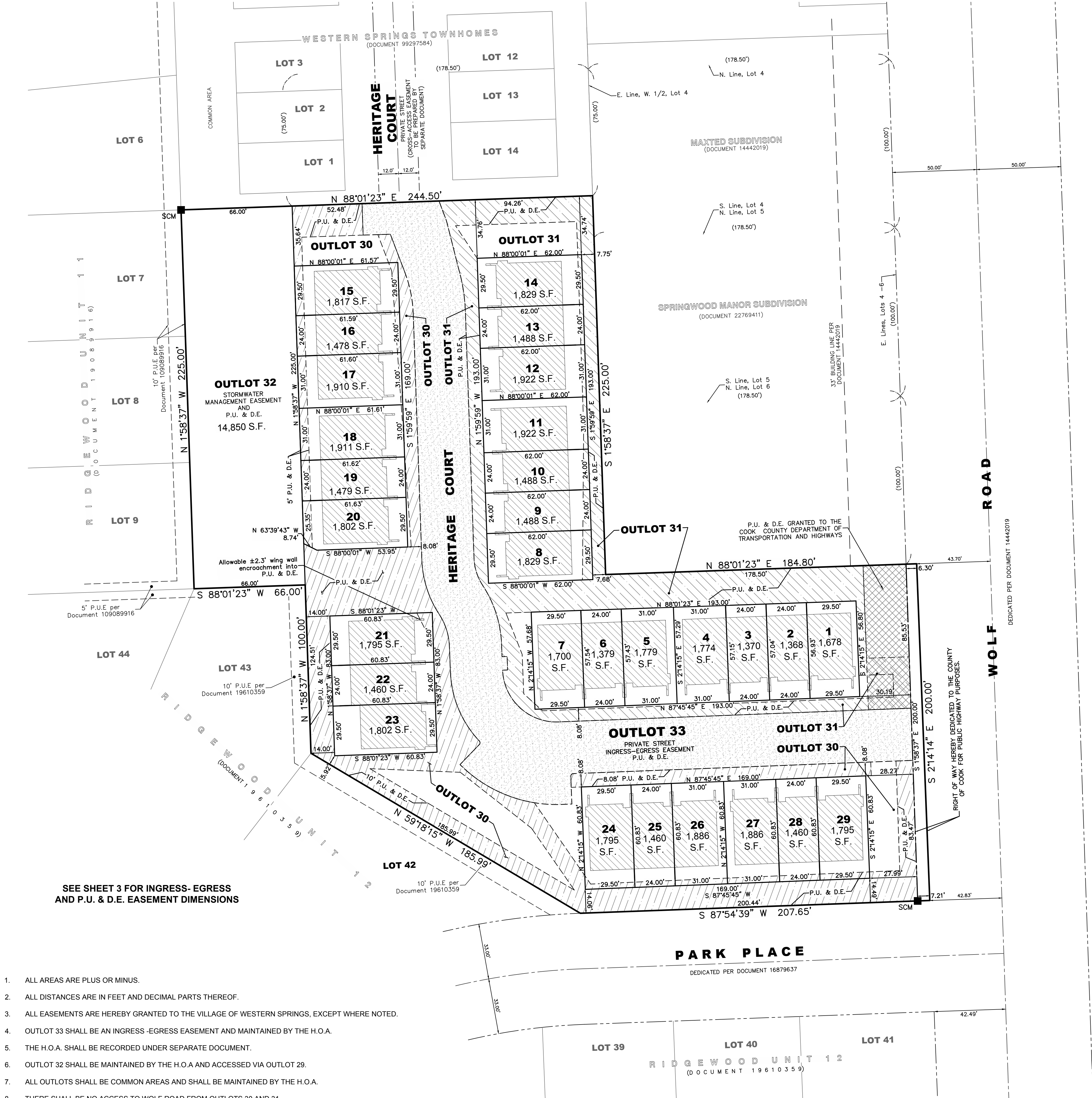


PROJECT INFORMATION

|              |            |
|--------------|------------|
| Project No.: | 24-0001    |
| Scale:       | 1" = 30'   |
| Date:        | 07/10/2024 |
| Field Date:  | 04/17/2024 |
| Drawn By:    | SJL        |
| Checked By:  | SDD        |

2  
OF  
4

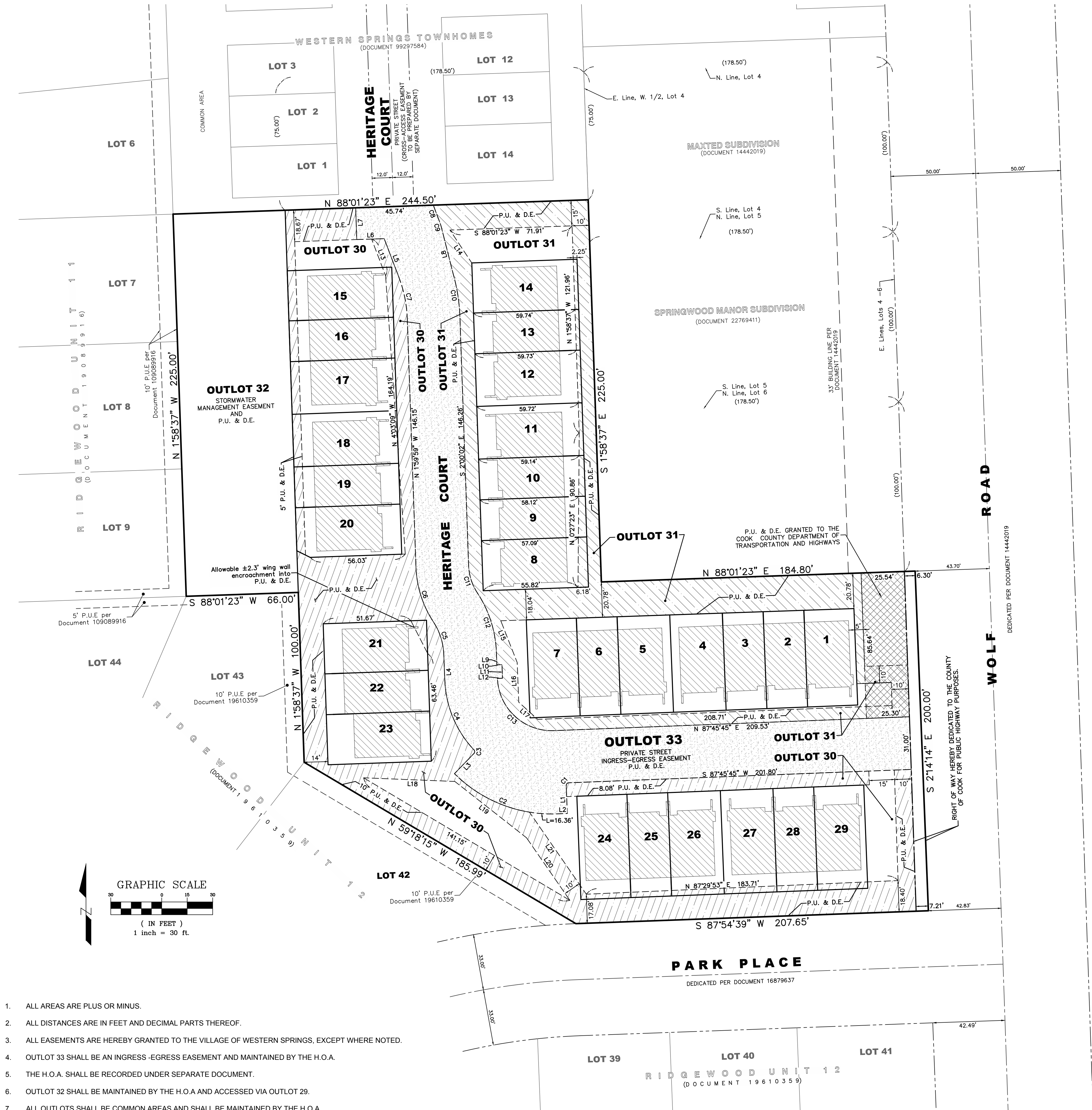
PROPOSED GEOMETRY



SEE SHEET 3 FOR INGRESS- EGRESS  
AND P.U. & D.E. EASEMENT DIMENSIONS

- ALL AREAS ARE PLUS OR MINUS.
- ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
- ALL EASEMENTS ARE HEREBY GRANTED TO THE VILLAGE OF WESTERN SPRINGS, EXCEPT WHERE NOTED.
- OUTLOT 33 SHALL BE AN INGRESS- EGRESS EASEMENT AND MAINTAINED BY THE H.O.A.
- THE H.O.A. SHALL BE RECORDED UNDER SEPARATE DOCUMENT.
- OUTLOT 32 SHALL BE MAINTAINED BY THE H.O.A AND ACCESSED VIA OUTLOT 29.
- ALL OUTLOTS SHALL BE COMMON AREAS AND SHALL BE MAINTAINED BY THE H.O.A.
- THERE SHALL BE NO ACCESS TO WOLF ROAD FROM OUTLOTS 30 AND 31.
- THERE SHALL BE NO ACCESS TO PARK PLACE FROM OUTLOT 30.





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- THERE SHALL BE NO ACCESS TO WOLF ROAD FROM OUTLOTS 30 AND 31.
- THERE SHALL BE NO ACCESS TO PARK PLACE FROM OUTLOT 30.

# FINAL PLAT OF HERITAGE CROSSING

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## LEGEND

- FIP FOUND IRON PIPE
- SIP SET 1" x 24" IRON PIPE
- SCM CONCRETE MONUMENT
- BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- ▨ PROPOSED BUILDING
- ▨ P.U. & D.E.
- ▨ INGRESS-EGRESS EASEMENT AND P.U. & D.E.
- ▨ COOK COUNTY HWY. DEPT. P.U. & D.E.

| Parcel Line Table |        |               |
|-------------------|--------|---------------|
| Line #            | Length | Direction     |
| L1                | 16.50  | S02° 14' 15"E |
| L2                | 6.01   | S87° 45' 43"W |
| L3                | 16.56  | N43° 55' 31"E |
| L4                | 16.28  | N02° 16' 08"W |
| L5                | 24.49  | N20° 51' 06"W |
| L6                | 16.15  | S88° 10' 48"W |
| L7                | 18.67  | N01° 58' 35"W |
| L8                | 27.84  | S14° 13' 17"E |
| L9                | 7.53   | S02° 15' 00"E |
| L10               | 3.00   | N87° 37' 39"E |
| L11               | 8.00   | S02° 06' 09"E |
| L12               | 2.98   | S87° 35' 12"W |
| L13               | 23.08  | N20° 51' 06"W |
| L14               | 23.20  | S33° 34' 54"E |
| L15               | 26.44  | S21° 25' 50"E |
| L16               | 23.34  | S02° 15' 00"E |
| L17               | 15.06  | S47° 55' 09"E |
| L18               | 53.72  | S87° 43' 50"E |
| L19               | 53.67  | N51° 50' 59"W |
| L20               | 44.75  | N34° 43' 36"W |

| Parcel Line Table |        |               |
|-------------------|--------|---------------|
| Line #            | Length | Direction     |
| L21               | 58.74  | S34° 43' 36"E |

| Curve Table |        |        |       |                 |              |
|-------------|--------|--------|-------|-----------------|--------------|
| Curve #     | Length | Radius | Delta | Chord Direction | Chord Length |
| C1          | 2.36   | 1.50   | 90.00 | S42° 45' 45"W   | 2.12         |
| C2          | 66.76  | 81.00  | 47.23 | N68° 37' 29"W   | 64.89        |
| C3          | 2.28   | 1.50   | 87.50 | N00° 13' 40"E   | 2.07         |
| C4          | 45.27  | 63.04  | 41.14 | N22° 49' 24"W   | 44.30        |
| C5          | 19.34  | 36.98  | 29.96 | N18° 21' 01"W   | 19.12        |
| C6          | 34.45  | 63.00  | 31.33 | N17° 39' 48"W   | 34.02        |
| C7          | 24.79  | 75.50  | 18.81 | N11° 22' 59"W   | 24.68        |
| C8          | 10.90  | 512.49 | 1.22  | S20° 36' 04"E   | 10.90        |
| C9          | 3.03   | 23.75  | 7.31  | S17° 33' 27"E   | 3.03         |
| C10         | 26.01  | 106.50 | 13.99 | S08° 59' 46"E   | 25.94        |
| C11         | 17.42  | 31.97  | 31.22 | S17° 43' 21"E   | 17.21        |
| C12         | 36.91  | 67.98  | 31.11 | S17° 46' 41"E   | 36.46        |
| C13         | 50.20  | 32.00  | 89.88 | S47° 10' 29"E   | 45.21        |

| REVISIONS |          | DESCRIPTION                      |
|-----------|----------|----------------------------------|
| NO.       | DATE     |                                  |
| 1         | 10/16/24 | LOT ACCESS GEOMETRY              |
| 2         | 11/06/24 | LOT GEOMETRY                     |
| 3         | 12/09/24 | VILLAGE COMMENTS                 |
| 4         | 03/11/25 | INGRESS-EGRESS/EASEMENT GEOMETRY |
| 5         | 03/11/25 | BUILDING GEOMETRY, LOTS 8-14     |
| 6         | 06/13/25 | PER C.C.D.O.T.H.                 |

McNAUGHTON DEVELOPMENT

FINAL PLAT  
FOR  
HERITAGE CROSSING  
WESTERN SPRINGS, ILLINOIS

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(708) 326-4961  
FAX: (708) 326-4692

IL PROF. LIC. NO.: 184-003740



## PROJECT INFORMATION

Project No.: 24-0001  
Scale: 1" = 30'  
Date: 07/10/2024  
Field Date: 04/17/2024  
Drawn By: SJL  
Checked By: SDD

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OF

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EASEMENT DETAIL



PARCEL IDENTIFICATION NUMBER

PARCEL ONE: 18-18-200-038-0000  
PARCEL TWO: 18-18-200-017-0000  
PARCEL THREE: UNKNOWN

OWNER CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE SOLE OWNER OF RECORD OF THE FOLLOWING DESCRIBED LAND, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS SHOWN ON THIS PLAT OF SUBDIVISION, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED:

THE UNDERSIGNED FURTHER CERTIFIES THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AFFECTING THE LAND DESCRIBED AND SHOWN ON THIS SUBDIVISION PLAT OR, IF ANY OF SAID INSTALLMENTS ARE NOT PAID, THEN SUCH INSTALLMENTS HAVE BEEN DIVIDED IN ACCORDANCE WITH THE SUBDIVISION AND APPROVED BY THE COURT WHICH CONFIRMED THE SPECIAL ASSESSMENT AND THE PROPER COLLECTOR OF ANY SUCH SPECIAL ASSESSMENT HAS SO CERTIFIED SUCH DIVISION ON THE FACE OF THE SUBDIVISION PLAT.

THIS IS TO CERTIFY THAT THE UNDERSIGNED, IS THE SOLE OWNER OF RECORD OF THE FOLLOWING DESCRIBED LAND, AND HEREBY CERTIFIES THAT THE SUBJECT PROPERTY IS LOCATED WITH THE FOLLOWING SCHOOL DISTRICTS:

ELEMENTARY: 106 (LA GRANGE HIGHLAND) HIGH SCHOOL: 204 (LYONS TOWNSHIP HIGH SCHOOL)

BY: McNAUGHTON DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
MANAGER

ADDRESS: 115220 JACKSON STREET, SUITE #101, BURR RIDGE, ILLINOIS 60527

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY

CERTIFY THAT \_\_\_\_\_ OF McNAUGHTON DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THIS SUBDIVISION PLAT AS OWNER, AS SUCH MANAGER OF McNAUGHTON DEVELOPMENT LLC, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED THIS SUBDIVISION PLAT AS HIS FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID COMPANY OR OTHER ENTITY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

NOTARY PUBLIC

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, \_\_\_\_\_, CHAIRMAN OF THE VILLAGE OF WESTERN SPRINGS PLAN COMMISSION, SO CERTIFY THAT

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, THIS PLAT OF SUBDIVISION WAS DULY APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF WESTERN SPRINGS.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
CHAIRMAN SECRETARY

VILLAGE TREASURER CERTIFICATION

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, \_\_\_\_\_, COLLECTOR FOR THE VILLAGE OF WESTERN SPRINGS, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THERE ARE NO DELINQUENT OR UNPAID CURRENT FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF, THAT HAVE BEEN APPORTIONED AGAINST THE TRACT LAND LAND INCLUDED IN THIS PLAT.

DATED AT WESTERN SPRINGS, COOK COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

VILLAGE TREASURER

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

APPROVED BY THE PRESIDENT AND THE VILLAGE BOARD OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, IN

ACCORDANCE WITH SUBDIVISION REGULATIONS AT A MEETING HELD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
VILLAGE PRESIDENT VILLAGE CLERK

IMPROVEMENTS CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, \_\_\_\_\_, VILLAGE CLERK OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, HEREBY CERTIFY THAT THAT THIS PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF SAID

VILLAGE AT ITS MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, AND THAT REQUIRED BOND OR OTHER GUARANTEES HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.

BY: \_\_\_\_\_  
VILLAGE CLERK

LAGRANGE HIGHLANDS SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, \_\_\_\_\_, SUPERVISOR OF THE LAGRANGE HIGHLANDS SANITARY DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

DATED AT \_\_\_\_\_, COOK COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

SUPERVISOR

FINAL PLAT OF HERITAGE CROSSING

BEING A RESUBDIVISION OF THE WEST 1/2 OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION BEING A SUBDIVISION OF THE EAST 473 FEET OF THE NORTH 775.5 FEET (EXCEPT THE EAST 145.2 FEET OF THE WEST 178.2 FEET OF THE NORTH 350 FEET THEREOF) AND LOT 1 IN VIAL'S FAIRWAY, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED APRIL 17, 1957 AS DOCUMENT 16879637 AND THAT PART OF LAWN AVENUE VACATED PER DOCUMENT \_\_\_\_\_ IN COOK COUNTY, ILLINOIS.

SURFACE WATER STATEMENT

To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of this subdivision or any part thereof, or, if such surface water drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas, or drains which the owner has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of this subdivision.

Owner Professional Engineer

Printed Name Printed Name

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, \_\_\_\_\_, VILLAGE ENGINEER OF THE VILLAGE OF WESTERN SPRINGS, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE PLAT, AND THE PLANS AND SPECIFICATIONS THEREFORE, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT WESTERN SPRINGS, COOK COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

VILLAGE ENGINEER

REGISTRATION NUMBER \_\_\_\_\_

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS WITH RESPECT TO ROADWAY ACCESS PURSUANT TO 765 ILCS 205/2. HOWEVER, A HIGHWAY PERMIT, CONFORMING TO THE STANDARDS OF THE COOK COUNTY HIGHWAY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS IS REQUIRED BY THE OWNER OF THE PROPERTY FOR THIS ACCESS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

SUPERINTENDENT OF TRANSPORTATION AND HIGHWAYS COOK COUNTY, ILLINOIS

RESPONSIBILITY OF H.O.A., VILLAGE OF WESTERN SPRINGS AND LAGRANGE HIGHLANDS SANITARY DISTRICT

The Homeowners Association (H.O.A.) shall be responsible for maintenance of all landscaping areas within all Lots and Outlots within the subdivision, together with all improvements within the ingress-egress easement, and all storm sewers and structures. The Individual homeowners shall be responsible for all sanitary and water services from the public sanitary service connections and B-Boxes to the constructed buildings. The Village of Western Springs shall be responsible for all watermain and structures attached thereto. The LaGrange Highlands Sanitary District shall maintain the sanitary sewer and all structures attached thereto. The Homeowners Association shall maintain those specified areas and features described above in a manner consistent with the plans approved by the Village of Western Springs (Village) and the standards typical of private property maintenance throughout the community. In the event the Owners fail to properly maintain these areas, the Village shall, upon seventy-two (72) hours prior notice to the H.O.A., have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to or upon the specified areas and features. In the event of an emergency situation, as determined by the Village, the seventy-two (72) hours prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to the H.O.A.

In the event the Village shall perform, or have performed on its behalf, any maintenance work of the specified areas or features, the cost of such work shall, upon recordation of Notice of Lien with the Recorder of Deeds of Cook County, Illinois, constitute a lien against the assets of the property owners and against each and every lot within the subdivision. The cost of the work incurred by the Village shall include all expenses and costs associated with the performance of such work including, but not limited to, reasonable engineering, consulting and attorneys' fees related to the planning and actual performance of the work.

STORMWATER MANAGEMENT EASEMENT

Declarant hereby reserves and grants to the Village of Western Springs (Village) easements in, over, under, through, and upon those areas designated on the Plat as 'Stormwater Management Easement,' including but not limited to all outlots (Outlot 30-33 inclusive), and all areas detailed in the Declaration of Covenants Conditions and Restrictions for the Heritage Crossing Townhome Association of Western Springs pertaining to maintenance, repair, and replacement of stormwater management facilities, for purposes of providing adequate stormwater drainage control together with reasonable access thereto.

Said easements shall be perpetual and shall run with the land and shall be binding upon the declarant, its successors, heirs, executors and assigns.

To ensure the integrity of the stormwater facilities, no obstruction shall be placed, nor alterations made, including alterations in the final topographical grading plan which in any manner impeded or diminish stormwater drainage of detention in, over, under, through or upon said easement areas. In the event such obstruction or alterations are found to exist, the Village shall, upon seventy-two (72) hours prior notice to the property owner, have the right, but not the duty, to perform, or have performed on its behalf, the removal of said obstruction or alterations or to perform other repair, alteration or replacement as may reasonably be necessary to ensure that adequate stormwater storage, storm drainage, detention and retention facilities and appurtenances thereto remain fully operational and that the condition of said drainage easement complies with all applicable Village codes. In the event of an emergency situation, as determined by the Village, the seventy-two (72) hours prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to the property owner.

In the event the Village shall perform, or have performed on its behalf, any obstruction or alteration to or upon the stormwater facilities drainage easement, as set forth in this easement, the Village shall establish a Special Service Area, pursuant to 35 ILCS 200/27-5 et seq., that includes the entire Premises after the approval of the Planned Development by the Village but prior to the sale and conveyance of title to any lot to any person by the Developer, which shall govern the Premises for the purpose of ensuring, as and when appropriate, the maintenance, repair and replacement of the SSA Maintained Improvements. The Special Service Area shall be an encumbrance on title to the Premises, including each Lot, Dwelling Unit and Common Areas. The Developer agrees to cooperate with the Village in creating the Special Service Area and agrees not to object to the formation of the Special Service Area, provided the terms of the Special Service Area are consistent with the Development Agreement and this Declaration. In the event that the owner of any portion of the Premises (the Developer, the Declarant, the Association, a Dwelling Unit Owner or Owner), at any time, shall fail to maintain, repair or replace the SSA Maintained Improvements, as and when appropriate, and, after receipt of Village notice of such failure and opportunity to cure, the Village shall have the right to levy a special service tax on the parcel(s) where the owner(s) has failed to perform its maintenance, repair or replacement obligations on the Premises, perform such work and receive reimbursement of the costs and expenses it has incurred, including any legal fees and related expenses, engineering fees and related expenses, other consultant fees and related expenses and a reasonable allocation of Village staff and overhead costs. The Village shall not levy a tax in accordance with the Special Service Area unless the applicable owner(s) fails or refuses to fulfill its maintenance, repair and replacement obligations or its reimbursement obligation to the Village, as contained in this Agreement and the Declaration. The tax levy by the Village may extend to one owner or a limited number of owners, and not the entire Premises, if such limited tax levy is appropriate. In the event the failure or refusal to maintain, repair or replacement obligations or the reimbursement obligation to the Village relates to one or more components of the SSA Maintained Improvements that support or serve the entire Premises or the Development, then the levy shall extend to the Association and each of the property owners of the Development. The maximum tax established for the Special Service Area shall be based on the actual incurred expenses or, if the improvements have not been made yet, the Village Engineer's reasonable, estimated expense for maintenance, repair or replacement of such improvements. If the Association or a property owner(s) shall fail to pay the Special Service Area Tax, the Village shall be authorized to: (1) take all other legal action and legal remedies to recoup the Village's funds spent on the enforcement of the obligations and shall be entitled to recover its actual incurred legal fees and related expenses from the owner(s) who fails or refuses to fulfill its maintenance, repair and replacement obligations or its reimbursement obligation to the Village; and (2) take all other legal action and legal remedies to recoup the Village's funds spent on the enforcement of the obligations of the Developer hereunder, including such lien foreclosure action authorized by 65 ILCS 5/11-31-1, as amended, or provided for in 65 ILCS 5-11-31-2, as amended, or similar applicable laws to foreclose on the lien and may collect its reasonable attorney's fees and litigation expenses incurred in the enforcement of the obligations.

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS (COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS)

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED TO THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS AND THEIR SUCCESSORS AND ASSIGNS OVER AREAS DESIGNATED "P.U. & D.E. GRANTED TO THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS" ON THE PLAT, TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS OWNED DRAINAGE SYSTEM AS MAY BE DETERMINED NECESSARY BY SAID COUNTY, OVER, UPON, ALONG, UNDER AND THROUGH THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT, TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY LABOR, MATERIALS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE, WITHOUT OBLIGATION TO RESTORE OR REPLACE ANY OBSTRUCTION, INCLUDING BUT NOT LIMITED TO DEBRIS, TREES, SHRUBS, OTHER PLANTS, STRUCTURES OR IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SUCH COOK COUNTY OWNED DRAINAGE SYSTEMS. COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS IS NOT RESPONSIBLE TO REPAIR, REPLACE, OR MAINTAIN ANY NON-COOK COUNTY OWNED ASSETS WITHIN THE EASEMENT THAT IS DAMAGED DUE TO CONSTRUCTION, RECONSTRUCTION, REPAIR, INSPECTION, MAINTENANCE OF COOK COUNTY OWNED DRAINAGE SYSTEMS. COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS IS NOT RESPONSIBLE TO RECONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE ANY NON-COOK COUNTY OWNED ASSETS WITHIN THE EASEMENT.

NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENT.

Send all future tax bills to:

Submitted by:

Return the original Mylar to:

McNAUGHTON DEVELOPMENT, LLC  
115220 JACKSON STREET, SUITE #101  
BURR RIDGE, ILLINOIS 60527

McNAUGHTON DEVELOPMENT, LLC  
115220 JACKSON STREET, SUITE #101  
BURR RIDGE, ILLINOIS 60527

DESIGNTEK ENGINEERING, INC.  
9930 W. 190TH STREET, SUITE L  
MOKENA, ILLINOIS 60448

RESERVED FOR: COOK COUNTY RECORDER

COOK COUNTY CLERK STAMP

PRIVATE INGRESS - EGRESS PROVISIONS

An easement for ingress and egress over and across the Property for the benefit of the Owner(s) of Subdivision and/or Lots, their heirs, successors, assigns, guests and invitees, as more particularly bounded and described on the Plat. This easement shall be perpetual and shall run with the land.

The Homeowners Association (H.O.A.) shall be responsible for maintenance of all improvements within said ingress and egress areas within the subdivision. The Homeowners Association shall maintain those specified areas and features described above in a manner consistent with the plans approved by the Village of Western Springs (Village) and the standards typical of private property maintenance throughout the community. In the event the Owners fail to properly maintain these areas, the Village shall, upon seventy-two (72) hours prior notice to the H.O.A., have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to or upon the specified areas and features. In the event of an emergency situation, as determined by the Village, the seventy-two (72) hours prior notice requirement set forth above shall not apply, and the City shall have the right, but not the duty, to proceed without notice to the H.O.A.

In the event the Village shall perform, or have performed on its behalf, any maintenance work of the specified areas or features, the cost of such work shall, upon recordation of Notice of Lien with the Recorder of Deeds of Cook County, Illinois, constitute a lien against the assets of the property owners and against each and every lot within the subdivision. The cost of the work incurred by the Village shall include all expenses and costs associated with the performance of such work including, but not limited to, reasonable engineering, consulting and attorneys' fees related to the planning and actual performance of the work.

COMED COMPANY AND AT & T CORPORATION

An easement for serving the subdivision and other property with electric and communication service is hereby reserved for and granted to COMED COMPANY and AT & T CORPORATION, their respective licensees, successors, and assigns, jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets or other facilities used in connection with overhead and underground transmission and distribution of electricity, communications, sounds and signals in, over, under, across, along and upon the surface of the property shown within the dashed or dotted lines (or similar designation) on the plat and marked Public Utility & Drainage Easement, or P.U. & D.E. (designation), the property designated in the Declaration of Condominium and/or on this plat as 'Common Elements'; and the property designated on the plat as 'common area or areas'; and the property designated on the plat for streets and alleys, whether public or private, together with the rights to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and substructure as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantees' facilities or in, over or over the property within the dashed or dotted lines (or similar designation) marked 'Easement'; 'Utility Easement'; 'Public Utility Easement'; 'P.U.E.' (or similar designation) without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term 'Common Elements' shall have the meaning set forth for such term in the 'Condominium Property Act', Chapter 765 ILCS 605/2, as amended from time to time.

The term 'common area or areas' is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole or as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as 'outlots', 'common elements', 'open space', 'open area', 'common ground', 'parking' and 'common area'. The term 'common area or areas' and 'Common Elements' include real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool, retention pond or mechanical equipment. Relocation of facilities will be done by Grantees at cost of the Grantor/Lot Owner, upon written request.

NICOR CORPORATION / NICOR GAS COMPANY PROVISIONS

An easement is hereby reserved for and granted to NICOR GAS COMPANY OF ILLINOIS, its successors and assigns, in all platted 'easement' areas, streets, alleys, other public ways and places shown on this plat, said easement to be for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances for the purpose of serving all areas shown on this plat as well as other property, whether or not contiguous thereto. No buildings or other structures shall be constructed or erected in any such 'easement' areas, streets, alleys, or other public ways or places nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A non-exclusive perpetual easement is hereby reserved and granted to the Village of Western Springs (Village), LaGrange Highlands Sanitary District and their successors and assigns over all areas designated "Public Utility and Drainage Easement" and those areas designated "P.U. & D.E." on the plat, to construct, reconstruct, repair, inspect, maintain and operate various transmissions, distribution, and collection systems, including but not limited to water lines, sanitary sewers and storm sewers, together with any and all necessary valve vaults fire hydrants, manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by said Village, over, upon, along, under and through the surface of the property shown on the plat, together with the right of access for necessary labor, materials and equipment to do any of the above work.

The right is also granted to cut down, trim or remove, without obligation to restore or replace any obstruction, including but not limited to trees, shrubs, other plants, structures or improvements on the easement that interfere with the operation of such lines and sewers. No permanent buildings or structures shall be placed on said easement, but some may be used for gardens, landscape areas, and other purposes that do not then or later interfere with the aforesaid uses or rights. Where an easement is used for both sewer and other utilities, the other utility installation shall be subject to the ordinance of the Village of Western Springs and to Village approval as to design and location.

Perpetual easements are hereby reserved for and granted to the Village of Western Springs and other governmental authorities having jurisdiction of the land, over the entire easement area for ingress, egress, and the performance of municipal and other governmental services including water, storm and sanitary sewer service and maintenance and emergency and routine police, fire, and other public safety related services.

COMCAST COMMUNICATIONS PROVISIONS

An easement is hereby reserved and granted to COMCAST COMMUNICATIONS CORPORATION, operating within the Village of Western Springs, its successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of communication and broadcast signal systems in, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "P.U. & D.E." and the property designated on the plat for streets and alleys as required to provide the planned unit development and other property, whether or not contiguous thereto, with communication and broadcast TV services, together with the right to install required service connections for each lot. No buildings or other obstructions shall be constructed or erected in any such "Public Utility and Drainage Easement" or "P.U. & D.E." areas, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF WILL } SS

THIS IS TO CERTIFY THAT I, STEVEN J. LAUB, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-003160, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1: THE WEST 1/2 OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION BEING A SUBDIVISION OF THE EAST 473 FEET OF THE NORTH 775.5 FEET (EXCEPT THE EAST 145.2 FEET OF THE WEST 178.2 FEET OF THE NORTH 350 FEET THEREOF) OF THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN VIAL'S FAIRWAY, A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED APRIL 17, 1957 AS DOCUMENT 16879637 IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE 66 FEET WIDE LAWN AVENUE, LYING SOUTH OF THE NORTH LINE OF WESTERN SPRINGS TOWNHOMES, RECORDED MARCH 29, 1999, AS DOCUMENT NO. 99297584, LYING NORTH OF THE SOUTH LINE OF RIDGEWOOD UNIT 12, RECORDED OCTOBER 6, 1965, AS DOCUMENT NO. 19610359, LYING WEST OF THE EAST LINE OF THE WEST 1/2 OF LOT 4 (EXCEPT THE NORTH 75 FEET THEREOF), LOTS 5 AND 6 IN MAXTED SUBDIVISION, RECORDED NOVEMBER 13, 1948, AS DOCUMENT NO. 14442016, AND LYING EAST OF THE WEST LINE OF RIDGEWOOD UNIT 12, RECORDED APRIL 3, 1964, AS DOCUMENT NO. 19089916, IN THE EAST HALF OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT THIS SUBDIVISION LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WESTERN SPRINGS, ILLINOIS, WHICH HAS ADOPTED A MUNICIPAL PLAN AND IS EXERCISING SPECIAL POWERS AUTHORIZED BY ARTICLE 11, DIVISION 12 OF THE ILLINOIS MUNICIPAL CODE, AS NOW AND HEREAFTER AMENDED AND THAT ALL REGULATIONS ENACTED BY THE VILLAGE OF WESTERN SPRINGS RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT IRON PIPE 1" x 24" WILL BE SET AT ALL LOT CORNERS, BLOCK CORNERS, POINTS OF CURVE, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREAS OF MINIMAL FLOODING) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) FLOOD INSURANCE RATE MAP (FIRM) OF THE VILLAGE OF WESTERN SPRINGS, ILLINOIS, MAP NUMBER 17031004674, EFFECTIVE DATE ON AUGUST 19, 2008.

DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

ALL CURVE LENGTHS SHOWN ARE ARC DIMENSIONS.

I HEREBY GIVE A REPRESENTATIVE OF McNAUGHTON DEVELOPMENT TO RECORD THIS PLAT. SAID REPRESENTATIVE SHALL SHOW PROPER IDENTIFICATION AND RETURN A COPY OF THIS PLAT TO THE SURVEYOR BELOW.

GIVEN UNDER MY HAND AND SEAL AT MOKENA, ILLINOIS, THIS 10th DAY OF \_\_\_\_\_, JULY \_\_\_\_\_, A.D., 2024.

STEVEN J. LAUB  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. #035-003160  
LICENSE EXPIRES ON NOVEMBER 30, 2026

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

McNAUGHTON DEVELOPMENT

FINAL PLAT FOR HERITAGE CROSSING WESTERN SPRINGS, ILLINOIS

DESIGNTEK ENGINEERING, INC.  
CONSULTING, CIVIL, ENGINEERING & LAND SURVEYING  
9930 W. 190TH STREET, SUITE L  
MOKENA, ILLINOIS 60448  
(708) 326-4961  
FAX: (708) 326-4692

DEI

PROJECT INFORMATION

Project No.: 24-0001

Scale: N/A

Date: 07/10/2024

Field Date: 04/17/2024

Drawn By: SJL

Checked By: SDD

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OF

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CERTIFICATIONS

IL PROF. LIC. No.: 184-003740

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

**CLERK'S CERTIFICATE**

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

**ORDINANCE NO. 25-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF  
AN UPDATED FINAL PLAT OF HERITAGE CROSSING RESUBDIVISION  
FOR THE PROPOSED 29 UNIT HERITAGE CROSSING TOWNHOME DEVELOPMENT  
TO BE CONSTRUCTED AT 5600 SOUTH WOLF ROAD, WESTERN SPRINGS, ILLINOIS  
BY APPLICANT / CONTRACT PURCHASER MCNAUGHTON DEVELOPMENT, LLC**

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

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

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Western Springs this 27th day of October, 2025.

\_\_\_\_\_  
Edward Tymick, Village Clerk



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: October 13, 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:** [Previously Discussed] Water & Sewer On-Call Repair Services Independent Contractor Agreements (Omnibus Item)

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#### **Recommendation**

The Public Works and Water Committee reviewed this item at their meeting on August 27, 2025 and the Village Board discussed this item at their meeting on September 8, 2025 and recommended the approval of three (3) Independent Contractor Agreements with Calumet City Plumbing Co., Inc., Anchor Heavy Civil, LLC, and IHC Construction Companies, LLC for water and sewer on-call repair services.

#### **Summary**

The Village budgets annually for contractual repairs and occasionally outsources work when underground utility depths exceed the Village staff and equipment capabilities. For example, work is contracted out when breaks happen in succession in short periods of time, when staff logs significant hours of work, and where safety would be compromised with the existing Village equipment. These instances can happen on an emergency (unscheduled) or a pre-planned (scheduled) basis.

On August 14, the Village issued a Request for Qualifications (RFQ) for Sewer and Water On-Call Repair Services. On Thursday, August 28, the Village received a total of five (5) proposals. Proposals were received from the following firms:

1. IHC Construction Companies, LLC
2. Anchor Heavy Civil, LLC
3. Calumet City Plumbing Co., Inc.
4. Unique Plumbing Co.
5. Chas F. Bruckner and Sons Inc.

After receiving the proposals, staff reviewed each proposal based on the following criteria:

1. Contractor Qualifications
2. Relevant Examples Provided
3. Project Understanding

#### 4. Proposal Price

Because this was a Request for Proposals (RFP), the contractors were not selected or judged based on the proposal pricing; however, it was a consideration in the scoring process. Staff is recommending awarding the contract to the following pool of contractors:

1. IHC Construction Companies, LLC
2. Anchor Heavy Civil, LLC
3. Calumet City Plumbing Co., Inc.

Staff completed a cost comparison of a recently outsourced project by Calumet City Plumbing Co., Inc. to determine the budgetary impacts of an outsourced versus in-house water main break repair. To complete this cost comparison, staff used the hours and equipment utilized by Calumet City Plumbing and FEMA's 2025 Schedule of Equipment Rates.

Attached is a copy of the February invoice from Calumet City Plumbing and the analysis completed by staff. The findings determined that while outsourcing the project exceeded an in-house repair by \$2,024.96, the in-house repair required three (3) to four (4) additional staff.

#### **Financial Impact**

The Village budgets for contractual water system repairs annually.

Account      4303510 62020  
Fund          Water Systems  
2025 Budget   \$30,000  
Project Cost   As required

#### **Recommended Motion**

I move to approve Independent Contractor Agreements with Calumet City Plumbing Co., Inc., Anchor Heavy Civil, LLC., and IHC Construction Companies LLC for water and sewer on-call repair services.

#### **Strategic Plan Alignment**

- Infrastructure Improvements
- Financial Sustainability - Develop Plans to Address Village's Risk and Liability Exposure

#### **File Attachments**

1. WMB COST COMPARISON
2. CAL CITY INV-612



3. CAL CITY PLUMBING PROPOSAL
4. ANCHOR HEAVY CIVIL PROPOSAL
5. IHC CONSTRUCTION PROPOSAL
6. Master Agreement Contract - IHC Construction Companies LLC [FINAL]
7. Master Agreement Contract - Anchor Heavy Civil, LLC [FINAL]
8. Master Agreement Contract - Cal City Plumbing Co. Inc. [FINAL]
9. Resolution No. 25-\_\_\_\_\_ re Awarding and Approving Master Service Agreements for Sewer\_Water On-Call Repair Services (BOT Appr. 10.13.25)(2069378.1)
10. doc04045420251009124247

**WATERMAIN BREAK IN-HOUSE V. OUTSOURCED COST COMPARISON**

| <b>QTY</b> | <b>DESCRIPTION</b>        | <b>STRAIGHT<br/>TIME</b> | <b>OT (x1.5)</b> | <b>RATE</b>  | <b>AMOUNT</b> |
|------------|---------------------------|--------------------------|------------------|--------------|---------------|
| 3          | Supervisor                | \$ 57.92                 |                  |              | \$ 173.76     |
| 9.5        | Supervisor                |                          | \$ 86.88         |              | \$ 825.36     |
| 3          | Laborer (6)               | \$ 193.44                |                  |              | \$ 580.31     |
| 9.5        | Laborer (6)               |                          | \$ 290.16        |              | \$ 2,756.48   |
| 12.5       | Supervisor Truck          |                          |                  | \$ 40.45     | \$ 505.63     |
| 12.5       | Six Wheel Dump            |                          |                  | \$ 100.63    | \$ 1,257.88   |
| 12.5       | Backhoe                   |                          |                  | \$ 110.03    | \$ 1,375.38   |
| 12.5       | Ambulance - Utility Truck |                          |                  | \$ 40.45     | \$ 505.63     |
| 12.5       | Water Van - Utility Truck |                          |                  | \$ 40.45     | \$ 505.63     |
|            |                           |                          |                  |              |               |
|            |                           |                          |                  | VILLAGE COST | \$ 8,486.04   |
|            |                           |                          |                  | CONTRACTOR   | \$ 10,511.00  |
|            |                           |                          |                  | DIFFERENCE   | \$ (2,024.96) |



P.O. Box 150  
Calumet City, IL 60409  
Phone: (708) 868-0074  
Fax: (708) 868-0102  
[www.ccp1967.com](http://www.ccp1967.com)

# INVOICE

| Invoice No   |
|--------------|
| 66612        |
| Invoice Date |
| 2/12/2025    |

**Bill To:** Western Springs Village of  
740 Hillgrove  
Western Springs, IL 60558

**Site:** 3932 Forest Avenue  
Water Department

Western Springs, IL 60558

| Dispatch No | Customer PO | Terms       | Due Date  |
|-------------|-------------|-------------|-----------|
| D043346     |             | Net 30 Days | 3/14/2025 |

## Description of Repair:

2/12/2025: Found water pushing by an asphalt patch in the concrete road. Broke out street, excavated 4', and had water coming from the North at the road fabric 2' below grade. Village called the leak locating company and they located the leak approximately 12' North of excavation. Saw cut and broke out the street. Excavated and found a circle break on the 6" main. Installed a Village supplied 6"x15" repair clamp. Checked for leaks, none found. Backfilled both areas with Village supplied stone leaving low for the Village to cold patch. Left barricades around the areas. PC not responsible for future settling due to frost / frozen ground. Maintenance of excavation and final restoration of same to be done by owner.

| Date      | QTY   | U/M | Description               | Rate   | Amount   |
|-----------|-------|-----|---------------------------|--------|----------|
| 2/12/2025 | 3.00  |     | Foreman Straight Time     | 145.00 | 435.00   |
| 2/12/2025 | 9.50  |     | Foreman Overtime          | 185.00 | 1,757.50 |
| 2/12/2025 | 4.00  |     | Laborer (2) Straight Time | 133.00 | 532.00   |
| 2/12/2025 | 20.00 |     | Laborer (2) Overtime      | 165.00 | 3,300.00 |
| 2/12/2025 | 3.00  |     | Operator Straight Time    | 154.00 | 462.00   |
| 2/12/2025 | 9.50  |     | Operator Overtime         | 195.00 | 1,852.50 |
| 2/12/2025 | 12.50 |     | Six Wheel Dump            | 59.00  | 737.50   |
| 2/12/2025 | 1.00  |     | 6 x 6 Alum Shore Box      | 72.00  | 72.00    |
| 2/12/2025 | 12.50 |     | Excavator Medium          | 55.00  | 687.50   |
| 2/12/2025 | 1.00  |     | Trailer                   | 65.00  | 65.00    |
| 2/12/2025 | 1.00  |     | Hydraulic Breaker         | 135.00 | 135.00   |
| 2/12/2025 | 12.50 |     | Site Utility Truck        | 38.00  | 475.00   |

281 River Oaks Drive  
P.O. Box #150  
Calumet City, IL 60409



Tel: 708-868-0074  
Fax: 708-868-0102  
Web: ccp1967.com

August 28, 2025

**Village of Western Springs**

Attn: Ms. Diana Puga, Municipal Services Coordinator  
740 Hillgrove Avenue  
Western Springs, IL 60558

**RE: Statement of Interest - Water & Sewer On-Call Repair Services**

Dear Ms. Puga:

Calumet City Plumbing & Heating Co., Inc. (CCP) respectfully submits our interest in providing **Water & Sewer On-Call Repair Services**—both scheduled and unscheduled—for the **Village of Western Springs**.

CCP is a licensed and experienced plumbing contractor that has delivered reliable, high-quality on-call repair services to numerous municipalities throughout Northeastern Illinois. Our company was founded on a core commitment to **customer service and responsiveness**, and we have proudly upheld that standard since our inception.

We offer **24/7/365 emergency response**, with live operators always available to take your call and dispatch assistance immediately. Emergencies like watermain breaks or sinkholes due to sewer defects are more than just infrastructure issues—they are **critical safety concerns** that demand urgency, professionalism, and expertise. We recognize the strain placed on Village personnel and residents in these situations, and we are prepared to respond with speed and precision.

To ensure full coverage, CCP maintains a **dedicated on-call crew**, as well as a **second backup crew** available specifically for weekend emergencies. Our staffing structure ensures rapid mobilization even during high-demand periods.

CCP fully understands the scope of the work, which includes scheduled and emergency repairs, replacements, and installations involving water and sewer infrastructure such as:

- Watermains
- Storm, sanitary, and combined sewers
- Fire hydrants
- Valve repairs and insertions
- Manholes
- Service line breaks
- Blocked or collapsed sewer lines
- Exploratory excavation to locate underground utilities

281 River Oaks Drive  
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We also acknowledge that this agreement does not guarantee a specific quantity of work or project assignments during the term of the master agreement.

Enclosed, please find our **Statement of Qualifications**, including licensing, certifications, and a summary of relevant experience with similar municipal projects.

We appreciate the opportunity to support the Village of Western Springs and look forward to building a strong working relationship through this on-call contract.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Moe', followed by a stylized flourish or scribble.

Moe Giglio  
President



281 River Oaks Drive  
P.O. Box #150  
Calumet City, IL 60409



Tel: 708-868-0074  
Fax: 708-868-0102  
Web: ccp1967.com

## **Key Personnel**

### **Moe Giglio – President / Head of Safety**

**Experience: 15 years**

Moe worked his way through the ranks sweeping the floor and putting away fittings, to becoming an Illinois Licensed Plumber and Cross Connection Control Device Inspector. He is truly fortunate to be surrounded by so many dedicated team members who he has come to respect and trust. Moe's well-rounded skillset allows him to assist in all aspects of CCP. He can be found anywhere from the back of the shop repairing equipment all the way up to the front office assisting in billing. For the last 5 years he has led the bi-monthly safety meetings and brought together employees who together re-wrote the Safety Manual to make it specific to the hazards associated with our work.

### **Michael Giglio – Vice President / Business Development**

**Experience: 32 years**

Michael carries experience, which few can parallel. As a licensed Plumber and Cross Connection Control Device Inspector, certified in Underground Excavation Competency and Confined Space Entry, Michael has become a local reference to both municipal public works directors and civil engineers.

With a commonsense approach, Michael has knowledge and experience in virtually all ground conditions, shoring protections, lift stations, storm water management systems, sanitary sewers, domestic water/fire main piping, and emergency repairs and remediation. Michael is well versed in line drawing assessments as well as design/build and value engineering techniques.

### **Jeromy Turturillo- Operations Superintendent**

**Experience: 5 years**

As the head of the Sewer & Water Department, Jeromy is responsible for all aspects including safety, operations, workmanship, efficiency, and Municipal relations. Jeromy is responsible for the long-term outlook and success of the department and pushes all to continuously improve.

### **Jason Bonczalski- Project Manager**

**Experience: 20 years**

Jason is a lifetime Illinois Laborer's Union Member and has nearly 20 years of on-the-job experience including Field Foreman. Jason is comfortable in both the Municipal & Industrial environments & carries both OSHA and numerous other Safety Certifications. He is dedicated to making sure the finest of details are met to ensure the job is completed to the customers' highest standards in a timely manner. Jason takes pride in the finished product, CCP name, and looks forward to many years of satisfied customers.

### **Darnell Calicott- Project Manager**

**Experience: 28 years**

Darnell Calicott has 28 years of experience in the sewer and water industry. In 2004 he received a Safety Award from LIUNA. Certified in underground excavation, confined space, OSHA 30, First Aid and CPR. Darnell has been employed with Calumet City Plumbing for 15 years, 10 of those years were in the field. In 2017 he was brought into the office to learn the management side of the sewer and water industry. With a smile on his face Darnell works with the municipalities on watermain leaks, water service repairs/replacements, fire hydrant repairs/replacements, sanitary sewer main line and service repair/replacement.

281 River Oaks Drive  
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Calumet City, IL 60409



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### **David White- Project Manager**

**Experience: 15 years**

David has 15 years of Municipal Sewer & Water experience. His time spent in the field repairing and installing mixed with his time as a Supervisor with a Local Municipality makes him well versed in the many aspects of getting the job done safely while having an appreciation for the wide array of factors that go along with emergency work. David has been with CCP for 1 year but has brought many years of experience along with him.

### **Chris Jenczmionka- Operations / Scheduling**

**Experience: 15 years**

Chris is CCP's "Air Traffic Controller" as he is responsible for coordinating the Labor & Equipment to staff the emergency Sewer & Water work. He ensures the right personnel and skillsets are sent for the scope of work required. Chris is responsible for the daily operations, including J.U.L.I.E. dig tickets, truck and equipment maintenance and repair, and quality control check and balances. Chris is the behind-the-scenes player ensuring the success of every call.

281 River Oaks Drive  
P.O. Box #150  
Calumet City, IL 60409



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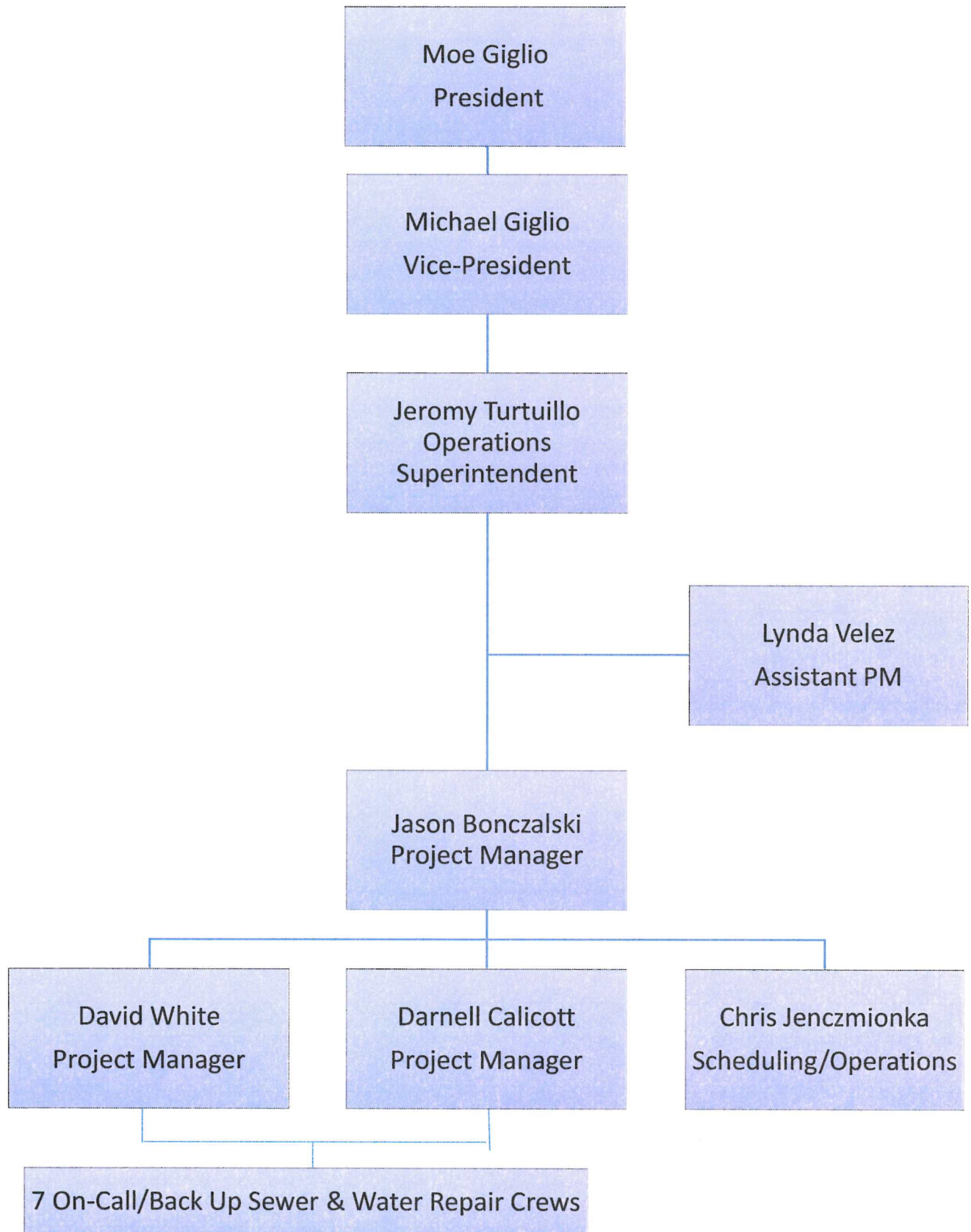
## Village of Western Springs Water & Sewer On-Call Repair Services Request for Qualifications

### Services Provided

- Water Main Installation & Repairs
- Sanitary, Storm, Combined Sewer Installation & Repairs
- Fire Hydrant & Hydrant Valve Installation
- Service Line Installation & Breaks
- Valve Repairs
- Valve Insertion
- Manholes
- Blocked or Collapsed Sanitary Sewer Lines
- Exploratory Excavation to Locate Utilities
- Jet/Vac Hydro-Excavation
- Water Meter Replacements
- Backflow Testing & Repairs
- Plumbing New Construction
- Plumbing Service, including, but not limited to:
  - Fixture Repairs & Replacements
  - Low Water Pressure Restoration
  - Domestic hot Water Heater Replacement
  - Water Leaks & Pipe Thawing
  - Drain Rodding/Jetting
  - Sewer Televising & Locating
  - Booster Pump Inspection & Replacements



## Calumet City Plumbing Organizational Chart



281 River Oaks Drive  
P.O. Box #150  
Calumet City, IL 60409



Tel: 708-868-0074  
Fax: 708-868-0102  
Web: ccp1967.com

Village of Wester Springs  
Request for Qualifications (RFQ)  
Water & Sewer On-Call Repair Services  
Relevant Experience

Municipality: Village of Lansing  
Contact: Administrator Dan Podgorski  
Telephone: 708-895-7208  
Email: [dpodgorski@villageoflansing.org](mailto:dpodgorski@villageoflansing.org)  
Address: 3141 Ridge Road Lansing, IL 60438  
Served Since: 2001

Municipality: Village of South Holland  
Contact: Michael Cramer, Director of Public Works  
Telephone: 708-339-2323  
Email: [mcramer@southholland.org](mailto:mcramer@southholland.org)  
Address: 155 W 162<sup>nd</sup> Street South, Holland, IL 60473  
Served Since: 2001

Municipality: City of Blue Island  
Contact: Michael Schroeder, Supervisor of Public Works  
Telephone: 708-597-8604  
Email: [mschroeder@cityofblueisland.org](mailto:mschroeder@cityofblueisland.org)  
Address: 13051 Greenwood Avenue Blue Island, IL 60406  
Served Since: 2001

Municipality: Village of Bellwood  
Contact: Marty Walker, Director of Public Works  
Telephone: 708-547-3541  
Email: [Mwalker@vil.bellwood.il.us](mailto:Mwalker@vil.bellwood.il.us)  
Address: 3200 Washington Blvd. Bellwood, IL 60104  
Served Since: 2015

Municipality: Village of Alsip  
Contact: Mike Fraider, Superintendent of Public Works  
Telephone: 708-385-6902  
Email: [mfraider@villageofalsip.org](mailto:mfraider@villageofalsip.org)  
Address: 4500 West 123<sup>rd</sup> Street Alsip, IL 60803  
Served Since: 2017



281 River Oaks Drive  
P.O. Box #150  
Calumet City, IL 60409



Tel: 708-868-0074  
Fax: 708-868-0102  
Web: ccp1967.com

**CALUMET CITY PLUMBING & HEATING CO., INC.  
STATEMENT OF QUALIFICATIONS  
FOR  
VILLAGE OF WESTERN SPRINGS  
WATER & SEWER ON-CALL REPAIR SERVICES**

**RFQ DUE: THURSDAY, AUGUST 28, 2025 AT 10 AM**

281 River Oaks Drive  
P.O. Box #150  
Calumet City, IL 60409



Tel: 708-868-0074  
Fax: 708-868-0102  
Web: ccp1967.com

## CERTIFICATION OF STATE LICENSING REQUIREMENTS

I, **Moe Giglio**, do hereby certify that I am **President** of **Calumet City Plumbing & Heating Co., Inc.** and that I am a licensed plumber (058-197785) in the State of Illinois and that Calumet City Plumbing & Heating Co., Inc. is a licensed plumbing contractor (055-008908) in the State of Illinois. Furthermore, I certify that the contractor has not been the subject of any suspension or revocation of such license(s) held by the company, or of any director, officer, or manager of the company.

Name of Firm Calumet City Plumbing & Heating Co., Inc.

Signature 

Title Moe Giglio, President

Date 8/28/2025

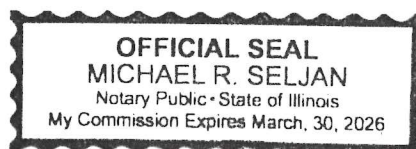
Corporate Seal (where appropriate)

On this **28<sup>th</sup>** day of **August 2025**, before me appeared **Moe Giglio** to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he was properly authorized by **Calumet City Plumbing & Heating Co., Inc.** to execute the affidavit and did so as his free act and deed.

  
Notary Public

Commission Expires 3/30/2026

Notary Seal





**Illinois Department of  
PUBLIC HEALTH**

**EH0198426**

**LICENSE, PERMIT, CERTIFICATION, REGISTRATION**

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Issued under the authority of  
the Illinois Department of  
Public Health

EXPIRATION DATE **09/30/2025**

CATEGORY **6A**

I.D. NUMBER **055-008908**

**CALUMET CITY PLBG & HTG CO INC  
PLUMBING CONTRACTOR  
REGISTRATION**

CALUMET CITY PLBG & HTG CO INC  
281 River Oaks Drive  
Calumet City IL 60409

**MICHAEL GIGLIO**

**07**

**Cook**

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #EH-21-044

### **SCHEDULE OF PRICES – SEWER UTILITIES**

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS AGREEMENT

The Respondent, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and agreement documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

| Item #           | Labor               | Unit       | Regular Time | Overtime    | Weekends/<br>Holidays |
|------------------|---------------------|------------|--------------|-------------|-----------------------|
| L1.              | Laborer             | Hour       | \$ 145.00    | \$ 180.00   | \$ 205.00             |
| L2.              | Operator            | Hour       | \$ 180.00    | \$ 220.00   | \$ 265.00             |
| L3.              | Foreman             | Hour       | \$ 160.00    | \$ 205.00   | \$ 245.00             |
| <b>Equipment</b> |                     |            |              |             |                       |
| E1.              | Pavement Sawcutting | Hour       | \$ 300.00    | \$ 350.00   | \$ 400.00             |
| E2.              | Excavator           | Hour       | \$ 70.00     | \$ 70.00    | \$ 70.00              |
| E3.              | Skid Steer          | Hour       | \$ 50.00     | \$ 50.00    | \$ 50.00              |
| E4.              | Dump Truck          | Hour       | \$ 75.00     | \$ 75.00    | \$ 75.00              |
| E5.              | Utility Truck       | Hour       | \$ 65.00     | \$ 65.00    | \$ 65.00              |
| E6.              | Plate Compactor     | Day        | \$ 150.00    | \$ 150.00   | \$ 150.00             |
| E7.              | Traffic Control     | Occurrence | \$ 2,500.00  | \$ 3,000.00 | \$ 3,500.00           |

**SCHEDULE OF PRICES – WATER UTILITIES**

| Item #           | Labor              | Unit       | Regular Time | Overtime    | Weekends/<br>Holidays |
|------------------|--------------------|------------|--------------|-------------|-----------------------|
| L1.              | Laborer            | Hour       | \$ 145.00    | \$ 180.00   | \$ 205.00             |
| L2.              | Operator           | Hour       | \$ 180.00    | \$ 220.00   | \$ 265.00             |
| L3.              | Foreman            | Hour       | \$ 160.00    | \$ 205.00   | \$ 245.00             |
| <b>Equipment</b> |                    |            |              |             |                       |
| E1.              | Service Truck      | Hour       | \$ 65.00     | \$ 65.00    | \$ 65.00              |
| E2.              | Backhoe            | Hour       | \$ 60.00     | \$ 60.00    | \$ 60.00              |
| E3.              | Dump Truck         | Hour       | \$ 75.00     | \$ 75.00    | \$ 75.00              |
| E4.              | Bobcat             | Hour       | \$ 50.00     | \$ 50.00    | \$ 50.00              |
| E5.              | End Loader         | Hour       | \$ 60.00     | \$ 60.00    | \$ 60.00              |
| E6.              | Excavator - Small  | Hour       | \$ 55.00     | \$ 55.00    | \$ 55.00              |
| E7.              | Excavator - Medium | Hour       | \$ 70.00     | \$ 70.00    | \$ 70.00              |
| E8.              | Excavator - Large  | Hour       | \$ 180.00    | \$ 180.00   | \$ 180.00             |
| E9.              | Jet/Vactor         | Hour       | \$ 220.00    | \$ 220.00   | \$ 220.00             |
| E10.             | Trailer            | Hour       | \$ 18.00     | \$ 18.00    | \$ 18.00              |
| E11.             | Site Utility Truck | Hour       | \$ 65.00     | \$ 65.00    | \$ 65.00              |
| E12.             | Traffic Control    | Occurrence | \$ 2,500.00  | \$ 3,000.00 | \$ 3,500.00           |





August 28, 2025

Diana Puga  
Village of Western Springs  
740 Hillgrove Avenue, Western Springs, Illinois 60558

Attn: Diana Puga  
Re: Water & Sewer On-Call Repair Services

To the Village of Western Springs,

ANCHOR HEAVY CIVIL, LLC. ("Anchor") is pleased to offer the following proposal to perform the scope of services as outlined in the Request for Qualifications (RFQ) provided by the Village of Western Springs, IL. Anchor is a veteran owned business (SDVOSB) registered with the State of Illinois (IPG-0629624) that is led by a senior management team with extensive experience with sewer and water main and water service construction in northeastern Illinois (certifications & resumes attached).

Please see attached required submittal documents along with proposed unit prices as requested in the RFQ (attached) for the following bid proposal:

Water & Sewer On-Call Repair Services – **See attached Completed Schedule of Prices**

Anchor agrees to comply with all provisions and requirements of the specifications and agreement documents provided.

Thank you for considering Anchor Heavy Civil for work on this contract. Please direct any questions regarding this bid proposal to Collin Quinn at [cquinn@anchorheavycivil.com](mailto:cquinn@anchorheavycivil.com) or (815) 276-1034.

Sincerely,

Collin Quinn, P.E.  
Vice President  
Anchor Heavy Civil, LLC  
312 N May Street, Suite 100  
Chicago, IL 60607

**INTEGRITY. QUALITY. COMMITMENT.**

## **REQUEST FOR QUALIFICATIONS (RFQ)**

### **III. SUBMITTAL REQUIREMENTS**

#### **A. LETTER OF INTEREST:**

Anchor Heavy Civil LLC ("Anchor") is interested in performing the scope of services for Western Springs as outlined in the Request for Qualifications (RFQ): WATER & SEWER ON-CALL REPAIR SERVICES (Issued 8/14/2025). Anchor understands the scope of work and the terms upon which the work may be assigned to bid respondents as outlined in the RFQ.

#### **B. CERTIFICATION STATEMENT:**

Anchor meets the appropriate state licensing requirements to practice in the State of Illinois. Copies of permits, licenses, and state registration numbers available upon request. Anchor's State of Illinois Vendor Registration Number is IPG-0672244. Anchor's IDOT Subcontractor Registration # is 17792

#### **C. RELEVANT EXPERIENCE:**

Please see attached resumes and work experience lists. In addition to the attached resume work experience lists, Anchor has the following client list with recent relevant experience for the scope of services listed in the RFQ (watermain, storm, sanitary, combined sewers, fire hydrants, and/or service line breaks, valve repairs, valve insertion, manholes, and blocked or collapsed sanitary sewer lines, and/or exploratory excavation to locate utilities).

Name of Organization: ILLINOIS AMERICAN WATER

Year of Contract: 2025-2028

Contact Name: MARK FAISON

Telephone No: 708-765-3967

Email Address: MARK.FAISON@AMWATER.COM

Name of Organization: CITY OF HARVEY, IL

Year of Contract: 2024, 2025

Contact Name: RICHARD SEPUT

Telephone No: 708-945-0323

Email Address: rseput@cityofharveyil.gov

Name of Organization: CHICAGO HEIGHTS

Year of Contract: 2024, 2025

Contact Name: GILBERTO AYALA JR

Telephone No: 708-200-7860

Email Address: gayala@chicagoheights.net

Name of Organization: PALOS HEIGHTS

Year of Contract: 2024, 2025

Contact Name: STEVE MALINOWSKI

Telephone No: 708-417-5360

Email Address: smalinowski@palosheights.org

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**D. ORGANIZATION INFORMATION & SERVICES PROVIDED:**

Steve Evans (Utility Division Operations Manager): 35+ years experience (Primary Contact)

Fidel Salinas Sr. (Senior Foreman): 20+ years experience (Main field point of contact (typ.)

Collin Quinn, PE (Vice President): 20+ years experience

Anchor offers the following services currently:

- Water / sewer / sanitary service repairs
- Water service, hydrant, and meter installation & plumbing
- EZ Valve installation
- Directional Drilling
- Sewer televising & cleaning
- Potholing / vacuum excavation
- Concrete flatwork, and roadway patching / repairs
- Traffic Control for lane closures / roadway work as needed
- Permitting as needed for state roads and municipal licenses

**Commission on Equity and Inclusion - Certification Summary**  
**(Anchor Heavy Civil, LLC)**

**Certification Summary**

**Certification Information**

|                             |                                                  |                             |                          |
|-----------------------------|--------------------------------------------------|-----------------------------|--------------------------|
| <b>Certification Number</b> |                                                  | <b>Certification Status</b> | Active                   |
| <b>Certification Type</b>   | Service-Disabled Veteran<br>Owned Small Business | <b>Application Type</b>     | Full BEP VBP Application |
| <b>Certification Date</b>   | 07/24/2023                                       | <b>Expiration Date</b>      | 07/24/2028               |

**Vendor Information**

|                                                    |                                                   |                                               |                                             |
|----------------------------------------------------|---------------------------------------------------|-----------------------------------------------|---------------------------------------------|
| <b>Legal Business Name</b>                         | Anchor Heavy Civil, LLC                           | <b>Doing Business As<br/>(DBA/Trade) Name</b> |                                             |
| <b>Physical Address</b>                            | 312 N May, Suite 100,<br>Chicago, Illinois, 60607 | <b>Mailing Address</b>                        | 312 N May, Suite 100,<br>Chicago, IL, 60607 |
| <b>Physical Address County</b>                     | Cook                                              | <b>Mailing Address County</b>                 |                                             |
| <b>Business Phone Number</b>                       | (312) 404-8168                                    | <b>Website URL</b>                            |                                             |
| <b>House of Representative<br/>District Number</b> |                                                   | <b>Senate District Number</b>                 |                                             |

**Company Ownership Details**

|                                |                                   |                       |                 |
|--------------------------------|-----------------------------------|-----------------------|-----------------|
| <b>Company Legal Structure</b> |                                   | <b>Owner Name</b>     | Charles Frangos |
| <b>Title</b>                   |                                   | <b>Contact Number</b> |                 |
| <b>Contact Email</b>           | cfrangos@anchorheavycivil.co<br>m | <b>Ethnicity</b>      | Other           |
| <b>Gender</b>                  | Male                              |                       |                 |

**Capabilities**

|                    |  |                   |                                                                                                                                                                                                                                                                                |
|--------------------|--|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NAICS Codes</b> |  | <b>NIGP Codes</b> | 907 - 40 - Engineering<br>Services,<br>Non-Licensed (Not Otherwise<br>Classified),<br>Including Consulting,<br>925 - 36 - Engineering Services<br>(Not Otherwise Classified),<br>925 - 44 - General<br>Construction: Management,<br>Scheduling,<br>Cost Estimation Engineering |
|--------------------|--|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Letters & Certificates**

|                    |                    |             |
|--------------------|--------------------|-------------|
| <b>Letter Type</b> | <b>Letter Date</b> | <b>View</b> |
|                    |                    |             |

7/25/2024 1:07:42 PM



# COLLIN QUINN

VICE PRESIDENT

## CONTACT

☎ (815) 276-1034

✉ cquinn@anchorheavycivil.com

📍 312 N. May St, Suite 100  
Chicago, IL 60607

🌐 www.anchorheavycivil.com

## EDUCATION

UNIVERSITY OF ILLINOIS  
AT CHICAGO

- Bachelor of Science, Civil Engineering

## LICENSES & CERTIFICATIONS

- Licensed Professional Engineer (Civil) – IL (Active)
- OSHA 30 Hour
- CPR / First Aid First Responder
- Crane/Rigging/Signaling Safety Awareness
- Silica Dust Safety Awareness
- Lead Safety Awareness
- Trench Excavation Competent Person
- Confined Space Supervisor
- PMP, Facilities Management Leadership Training

## PROFILE

With a proven track record in project management, strategic planning, and client relations, Collin plays a pivotal role in driving the company's vision and growth. His leadership is instrumental in overseeing complex construction projects, ensuring they are completed on time, within budget, and to the highest quality standards. Collin is a licensed Professional Engineer holds a degree in Civil Engineering and is a certified Project Management Professional (PMP).

## WORK EXPERIENCE

### Anchor Heavy Civil

2024 - PRESENT

*Vice President*

- Director of estimating, sales, operations, and contract administration
- Project manager for heavy civil construction projects
- Preparation of monthly and quarterly comprehensive audits and profit and loss (P&L) reports

### Judlau Contracting

2015 - 2024

*Project Manager/Operations Manager*

- Preparation, negotiation, and execution of project contract agreements from startup to closeout.
- Project manager for heavy civil construction projects (\$5-323 M).
- Prepared monthly and quarterly comprehensive audits and profit and loss (P&L) reports

### Walsh Construction

2011 - 2015

*Estimator & Project Engineer*

- East Harrison Bridge Project (\$10 M)
- Circle Interchange - Harrison & Halsted Project (\$42 M)
- Illiana Expressway Technical Proposal / Estimate Team (\$1.5 B)
- Louisville-South Indiana Ohio River Bridges Project (\$860 M)
- O'Hare Modernization Program: Runway 9C-27C (\$37 M)

### United States Navy

2000 - 2006

*Nuclear Propulsion Plant Operator*

- Power Plant operator and supervisor onboard the USS Albany (SSN 753) fast attack submarine.
- Qualified Engine Room Supervisor - Trained & supervised up to 6 personnel in the safe operation and maintenance of nuclear reactor (PWR) steam propulsion plant.
- Qualified Quality Assurance Inspector - Inspected, verified, and documented numerous quality-controlled work environments.
- Secret security clearance

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# STEVE EVANS

## OPERATIONS MANAGER - UTILITIES

### CONTACT

☎ (219) 712-2005

✉ sevans@anchorheavycivil.com

📍 312 N. May St, Suite 100  
Chicago, IL 60607

🌐 www.anchorheavycivil.com

### LICENSES & CERTIFICATIONS

- STSC
- OSHA 10-Hour
- OSHA 30-Hour
- CPR
- Trench Excavation Competent Person
- Manlift Instructor
- Confined Space Training

### PROFILE

Steve is a seasoned Superintendent at Anchor Heavy Civil, where he excels in overseeing the daily operations of construction sites with a keen eye for detail and a commitment to excellence. With over 35 years of hands-on experience in the industry, Steve ensures that projects are executed efficiently, safely, and to the highest quality standards. His expertise encompasses everything from managing subcontractors and coordinating schedules to resolving on-site challenges and maintaining compliance with regulations. Steve's proactive approach and problem-solving skills have earned him a reputation for delivering projects on time and within budget. He holds various industry certifications, and is dedicated to fostering a collaborative team environment while upholding the company's values of integrity and craftsmanship.

### WORK EXPERIENCE

|                                      |                |
|--------------------------------------|----------------|
| ● Anchor Heavy Civil                 | 2024 - PRESENT |
| Operations Manager                   |                |
| ● Judlau Contracting                 | 2023 - 2024    |
| Senior Sewer and Water Foreman       |                |
| ● Airys, Inc.                        | 2016 - 2023    |
| Senior Sewer and Water Foreman       |                |
| ● Walsh Construction                 | 2008 - 2016    |
| Superintendent of Highway Operations |                |
| ● Airys, Inc.                        | 2004 - 2008    |
| Sewer and Water Foreman              |                |
| ● Walsh Construction                 | 1999 - 2004    |
| Superintendent of Sewer and Water    |                |
| ● Reith Riley                        | 1996 - 1999    |
| Superintendent of Sewer and Water    |                |
| ● Snow & Son                         | 1992 - 1996    |
| Sewer and Water Foreman              |                |

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## *Key Staff Recent Project Experience*

| PROJECT DESCRIPTION                          | OWNER | OWNER PROJECT # |
|----------------------------------------------|-------|-----------------|
| I-294/I-290/I-88 INTERCHANGE RECONSTRUCTION  | ISTHA | I-21-4836       |
| WOOD ST - ROADWAY & SEWER                    | IDOT  | 60Y72           |
| WOOD ST - ROADWAY & WATER MAIN               | IDOT  | 62P45           |
| I-294 - GRAND/WOLF / I-490 / R S1/S2         | ISTHA | I-17-4339       |
| HARRIS CO US 290 SEG 1                       | TXDOT | 0050-09-069     |
| FM 1460 WILLIAMSON                           | TXDOT | 2211-02-017     |
| Travis County IH35                           | TXDOT | 0015-13-379     |
| Travis IH 35 (East Oltorf)                   | TXDOT | 0015-13-378     |
| Travis - SH 130 North                        | TXDOT | 0440-06-017     |
| Travis - SH 130 South                        | TXDOT | 0440-06-018     |
| 11 BRIDGES - CITY OF CHICAGO                 | METRA | K72374          |
| EOWA - INTERCHANGE I-290 - IRVING PARK RD    | ISTHA | I-13-4607       |
| 159TH ST FROM GOUGAR RD TO WILL-COOK RD      | IDOT  | 60L71           |
| 159TH ST FROM WILL-COOK RD TO RAVINIA AVE    | IDOT  | 60L72           |
| RESURF/WIDEN - SB I355 - 71ST TO 75TH STREET | ISTHA | I-13-5663       |

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## *Key Staff Work Category Experience*

| WORK CATEGORY                                  | INVOLVEMENT                       |
|------------------------------------------------|-----------------------------------|
| Earthwork                                      | (Directly Managed / Self-Perform) |
| Portland Cement Concrete (PCC) Paving          | (Directly Managed / Self-Perform) |
| Hot-Mix Asphalt (HMA) Plant Mix                | Managed Subcontractors performing |
| HMA Paving                                     | Managed Subcontractors performing |
| Cleaning and Sealing Cracks & Joints           | (Directly Managed / Self-Perform) |
| Soil Stabilization and Modification            | Managed Subcontractors performing |
| Aggregate Bases & Surfaces (Type A and Type B) | (Directly Managed / Self-Perform) |
| Structures (Highway, Railroad, and Waterway)   | (Directly Managed / Self-Perform) |
| Structures Repair                              | (Directly Managed / Self-Perform) |
| Anchors and Tiebacks                           | (Directly Managed / Self-Perform) |
| Drainage                                       | (Directly Managed / Self-Perform) |
| Drainage Cleaning                              | Managed Subcontractors performing |
| Electrical                                     | Managed Subcontractors performing |
| Cover and Seal Coats (Type A and Type B)       | Managed Subcontractors performing |
| Slurry Applications                            | Managed Subcontractors performing |

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## *Key Staff Work Category Experience*

| WORK CATEGORY                            | INVOLVEMENT                       |
|------------------------------------------|-----------------------------------|
| Concrete Construction                    | (Directly Managed / Self-Perform) |
| Landscaping                              | (Directly Managed / Self-Perform) |
| Seeding and Sodding                      | Managed Subcontractors performing |
| Vegetation Spraying                      | Managed Subcontractors performing |
| Tree Trimming and Selective Tree Removal | (Directly Managed / Self-Perform) |
| Fencing                                  | Managed Subcontractors performing |
| Guardrail                                | (Directly Managed / Self-Perform) |
| Grouting                                 | (Directly Managed / Self-Perform) |
| Painting and Cleaning                    | (Directly Managed / Self-Perform) |
| Signing                                  | (Directly Managed / Self-Perform) |
| Pavement Markings                        | (Directly Managed / Self-Perform) |
| Pavement Texturing and Surface Removal   | Managed Subcontractors performing |
| Cold Milling, Planing and Rotomilling    | Managed Subcontractors performing |
| Erection                                 | Managed Subcontractors performing |
| Demolition                               | Managed Subcontractors performing |

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### **SCHEDULE OF PRICES – SEWER UTILITIES**

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS AGREEMENT

The Respondent, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and agreement documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

| Item #           | Labor               | Unit       | Regular Time | Overtime | Weekends/<br>Holidays |
|------------------|---------------------|------------|--------------|----------|-----------------------|
| L1.              | Laborer             | Hour       | \$145.00     | \$185.00 | \$225.00              |
| L2.              | Operator            | Hour       | \$180.00     | \$225.00 | \$270.00              |
| L3.              | Foreman             | Hour       | \$160.00     | \$205.00 | \$250.00              |
| <b>Equipment</b> |                     |            |              |          |                       |
| E1.              | Pavement Sawcutting | Hour       | \$25.00      |          |                       |
| E2.              | Excavator           | Hour       | \$85.00      |          |                       |
| E3.              | Skid Steer          | Hour       | \$85.00      |          |                       |
| E4.              | Dump Truck          | Hour       | \$95 .00     |          |                       |
| E5.              | Utility Truck       | Hour       | \$65.00      |          |                       |
| E6.              | Plate Compactor     | Day        | \$200.00     |          |                       |
| E7.              | Traffic Control     | Occurrence | \$3,000.00   |          |                       |



**SCHEDULE OF PRICES – WATER UTILITIES**

| <b>Item #</b>    | <b>Labor</b>       | <b>Unit</b> | <b>Regular Time</b> | <b>Overtime</b> | <b>Weekends/<br/>Holidays</b> |
|------------------|--------------------|-------------|---------------------|-----------------|-------------------------------|
| <b>L1.</b>       | Laborer            | Hour        | \$145.00            | \$185.00        | \$225.00                      |
| <b>L2.</b>       | Operator           | Hour        | \$180.00            | \$225.00        | \$270.00                      |
| <b>L3.</b>       | Foreman            | Hour        | \$160.00            | \$205.00        | \$250.00                      |
| <b>Equipment</b> |                    |             |                     |                 |                               |
| <b>E1.</b>       | Service Truck      | Hour        | \$65 .00            |                 |                               |
| <b>E2.</b>       | Backhoe            | Hour        | \$85.00             |                 |                               |
| <b>E3.</b>       | Dump Truck         | Hour        | \$95.00             |                 |                               |
| <b>E4.</b>       | Bobcat             | Hour        | \$85.00             |                 |                               |
| <b>E5.</b>       | End Loader         | Hour        | \$90.00             |                 |                               |
| <b>E6.</b>       | Excavator - Small  | Hour        | \$65.00             |                 |                               |
| <b>E7.</b>       | Excavator - Medium | Hour        | \$100.00            |                 |                               |
| <b>E8.</b>       | Excavator - Large  | Hour        | \$150.00            |                 |                               |
| <b>E9.</b>       | Jet/Vactor         | Hour        | \$360.00            |                 |                               |
| <b>E10.</b>      | Trailer            | Hour        | \$25.00             |                 |                               |
| <b>E11.</b>      | Site Utility Truck | Hour        | \$65.00             |                 |                               |
| <b>E12.</b>      | Traffic Control    | Occurrence  | \$3,000.00          |                 |                               |

## The Village of Western Springs



### Request for Qualifications (RFQ) WATER & SEWER ON-CALL REPAIR SERVICES

RFQ Issued: Thursday, August 14, 2025

Response Due: 10:00 A.M on Thursday, August 28, 2025

The Village of Western Springs, Illinois ("Requestor") is issuing a Request for Qualifications ("RFQ") for qualified firms to submit responsive proposals in the form of a "Statement of Qualifications" ("SOQ") to provide Water & Sewer On-Call Repair Services.

In order to have your firm's SOQ considered, it must be submitted in a sealed envelope containing:

- One (1) original copy of the Letter of Interest and the SOQ

The sealed envelope shall be plainly marked:

Statement of Qualifications  
Water & Sewer On-Call Repair Services  
Attn: Diana Puga  
Village of Western Springs  
740 Hillgrove Avenue,  
Western Springs, Illinois 60558  
Submitted by: *CONTRACTOR NAME*

The SOQ must be received at the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558, **no later than 10:00 A.M., August 28, 2025 ("Submittal Deadline")**. The SOQs may be submitted by mail, delivery service, or in person. Faxed or emailed SOQs will not be accepted. In-person deliveries will only be accepted at Village Hall during the Village's current hours of operation. Any SOQ received after the Submittal Deadline closing time and date will not be considered.

### **SCHEDULE OF PRICES – SEWER UTILITIES**

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS AGREEMENT

The Respondent, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and agreement documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

| Item #           | Labor               | Unit       | Regular Time | Overtime   | Weekends/<br>Holidays |
|------------------|---------------------|------------|--------------|------------|-----------------------|
| L1.              | Laborer             | Hour       | \$136.00     | \$175.00   | \$212.00              |
| L2.              | Operator            | Hour       | \$175.00     | \$222.00   | \$268.00              |
| L3.              | Foreman             | Hour       | \$180.00     | \$227.00   | \$275.00              |
| <b>Equipment</b> |                     |            |              |            |                       |
| E1.              | Pavement Sawcutting | Hour       | \$250.00     | \$325.00   | \$400.00              |
| E2.              | Excavator           | Hour       | \$126.00     | \$126.00   | \$126.00              |
| E3.              | Skid Steer          | Hour       | \$84.00      | \$84.00    | \$84.00               |
| E4.              | Dump Truck          | Hour       | \$70.00      | \$70.00    | \$70.00               |
| E5.              | Utility Truck       | Hour       | \$25.00      | \$25.00    | \$25.00               |
| E6.              | Plate Compactor     | Day        | \$6.00       | \$6.00     | \$6.00                |
| E7.              | Traffic Control     | Occurrence | \$1,000.00   | \$1,250.00 | \$1,500.00            |

**SCHEDULE OF PRICES – WATER UTILITIES**

| <b>Item #</b>    | <b>Labor</b>       | <b>Unit</b> | <b>Regular Time</b> | <b>Overtime</b> | <b>Weekends/<br/>Holidays</b> |
|------------------|--------------------|-------------|---------------------|-----------------|-------------------------------|
| <b>L1.</b>       | Laborer            | Hour        | \$136.00            | \$175.00        | \$212.00                      |
| <b>L2.</b>       | Operator           | Hour        | \$175.00            | \$222.00        | \$268.00                      |
| <b>L3.</b>       | Foreman            | Hour        | \$180.00            | \$227.00        | \$275.00                      |
| <b>Equipment</b> |                    |             |                     |                 |                               |
| <b>E1.</b>       | Service Truck      | Hour        | \$50.00             | \$50.00         | \$50.00                       |
| <b>E2.</b>       | Backhoe            | Hour        | \$126.00            | \$126.00        | \$126.00                      |
| <b>E3.</b>       | Dump Truck         | Hour        | \$70.00             | \$70.00         | \$70.00                       |
| <b>E4.</b>       | Bobcat             | Hour        | \$84.00             | \$84.00         | \$84.00                       |
| <b>E5.</b>       | End Loader         | Hour        | \$103.00            | \$103.00        | \$103.00                      |
| <b>E6.</b>       | Excavator - Small  | Hour        | \$54.00             | \$54.00         | \$54.00                       |
| <b>E7.</b>       | Excavator - Medium | Hour        | \$114.00            | \$114.00        | \$114.00                      |
| <b>E8.</b>       | Excavator - Large  | Hour        | \$126.00            | \$126.00        | \$126.00                      |
| <b>E9.</b>       | Jet/Vactor         | Hour        | \$114.00            | \$114.00        | \$114.00                      |
| <b>E10.</b>      | Trailer            | Hour        | \$10.00             | \$10.00         | \$10.00                       |
| <b>E11.</b>      | Site Utility Truck | Hour        | \$25.00             | \$25.00         | \$25.00                       |
| <b>E12.</b>      | Traffic Control    | Occurrence  | \$1,000.00          | \$1,250.00      | \$1,500.00                    |



August 28, 2025

**Re: Western Springs, IL - Water & Sewer On-Call Repair Services**

IHC Construction Companies commits to performing the full scope of work described within the specifications of the bid documents in the desired time by the Village of Western Springs. Attached to this bid package is supporting documents of relevant work experience, company data and history, equipment, and staff we count on to complete all necessary work.

Thank you,

IHC Construction Companies LLC





## **IHC UTILITY DIVISION CAPABILITY STATEMENT:**

For over seventy years, IHC Construction Companies Utility Division has offered a wide range of services in the overhead and underground utility maintenance and installation industry. IHC began its relationship with the Utility Companies back in the late 1940's. Initial projects executed for the principal phone and electrical companies (Illinois Bell Telephone and Commonwealth Edison) remain as customers today in a much different workplace.

We have seen conduit distribution systems change from clay and concrete installed in open-cut methods, to today's directionally bored installations made from PVC & HDPE pipe. The key has been IHC's commitment to service its customers with today's technology at competitive pricing, with the ability to adapt to what the marketplace is requesting.

Fifty-plus year relationships between owner and customers are rare in any industry, but it is what we strive for, not only in telecommunications but also the sewer and water markets as well. IHC has maintained an abundance of relationships with local municipalities over the years and has assisted in the installation and maintenance of various underground utility systems.

While still willing, able, and equipped to do open-cut installations, IHC began using directional boring in the early 1990's in the technology's infancy stage. The radical evolution of equipment development through the 90's finds us today with a well-maintained fleet of machines and support equipment to meet a variety of pipe installations, in all ground and weather conditions here in the Midwest.

Our solid foundation of construction experience and commitment to excellence over the past seven decades has enabled us to offer creative solutions to our clients with a high level of industry knowledge and expertise. Whether new construction or modifications to existing infrastructure, we provide a comprehensive portfolio of services from pre-construction to final occupancy.

IHC's workforce has experienced foremen (many with over ten years drilling and open cut tenure), and the depth to complete the largest and most challenging of projects on time and within budget.



**Services:**

- Directional Drilling
- Open Cut Pipe Trenching
- Power Rodding
- Cable Placement
- Structure Installations
- Areas of Expertise:
- Conduit Installations and Rearrangements
- Manholes/Handholes, New and Re-Builds
- Vault/Drainage Structures
- Fiber Optic Cable and Hardware Placement
- Innerduct Installations
- Water/Sewer Infrastructure
- Casing under Roads, Tracks, etc.
- River Crossings.
- Cable Entrance Facilities
- Lead Water Service Replacement

**Client Sample:**

- AT&T
- Verizon
- Crown Castle
- Zayo Group
- Ledcor Technical Services
- City of Aurora
- City of Naperville
- City of Elgin
- North Shore Water Reclamation District
- Lake County

**NAICS Codes:**

2211 Electric Power Generation, Transmission & Distribution  
221122 Electric Power Distribution  
2213 Water, Sewage and Other Systems  
221310 Water Supply and Irrigation Systems  
221320 Sewage Treatment Facilities  
2362 Nonresidential Building Construction  
236210 Industrial Building Construction  
236220 Commercial and Institutional Building Construction  
2371 Utility System Construction  
237110 Water and Sewer Line and Related Structure Construction  
237130 Power and Communication Line and Related Structures Construction  
2389 Other Specialty Trade Contractors

**Corporate Office:** 385 Airport Road, Suite 100, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610  
**Utility Division Office/Warehouse & Repair and Fabrication Shop/Yard:** 1260 Bell Court, Pingree Grove, IL 60140 • Fax: 847-289-3650  
**Southeast Regional Office:** 2700 Delk Road SE Suite 210, Marietta, GA 30067 • Phone: 404-497-7619 • Fax: 404-585-5085

**[www.ihcconstruction.com](http://www.ihcconstruction.com)**  
**ESTABLISHED 1906**





## NAME & CONTACT INFORMATION

### IHC CONSTRUCTION COMPANIES LLC HEADQUARTERS

385 Airport Rd., Suite 100, Elgin, IL 60123  
P. 847-742-1516 F. 847-742-6610  
[www.ihcconstruction.com](http://www.ihcconstruction.com)

### OTHER OFFICES

Repair and Fabrication Shop/Yard  
Underground Office/Warehouse  
1260 Bell Ct., Pingree Grove, IL

Southeast Regional Office  
2700 Delk Rd. SE Suite 210, Marietta, GA

## INSURANCE & BONDING

### Insurance Limits

#### **General Liability**

Each Occurrence: \$2,000,000  
Personal & Adv Injury: \$2,000,000  
General Aggregate: \$4,000,000  
Products- Comp/Op Agg: \$4,000,000  
Automobile: \$1,000,000  
Excess Umbrella: \$50,000,000  
Workers Compensation: \$1,000,000  
Pollution/Professional Liability:  
\$5,000,000

### Bonding

Continental Casualty (CNA)

**118**  
YEARS IN BUSINESS

**230**  
STAFF MEMBERS

**\$220 MILLION**  
2023  
PROJECT REVENUE

## HISTORY OF THE FIRM:

### CORPORATE STRUCTURE, EXPERIENCE & BACKGROUND

IHC Construction Companies LLC (IHC) is a full-service General Contracting, Design-Build, and Construction Management firm. Established in 1906 as Illinois Hydraulic Construction Company, the firm initially manufactured concrete blocks compressed by hydraulic pressure. The organization evolved through different eras of construction as markets and technologies changed. In 1980 the firm focused on the core construction specialty areas of today, including: Plant & Process, Heavy/Civil, Buildings, and Utility Construction. Since 2002, David Rock has served as President/Chief Executive Officer of IHC Construction Companies LLC.

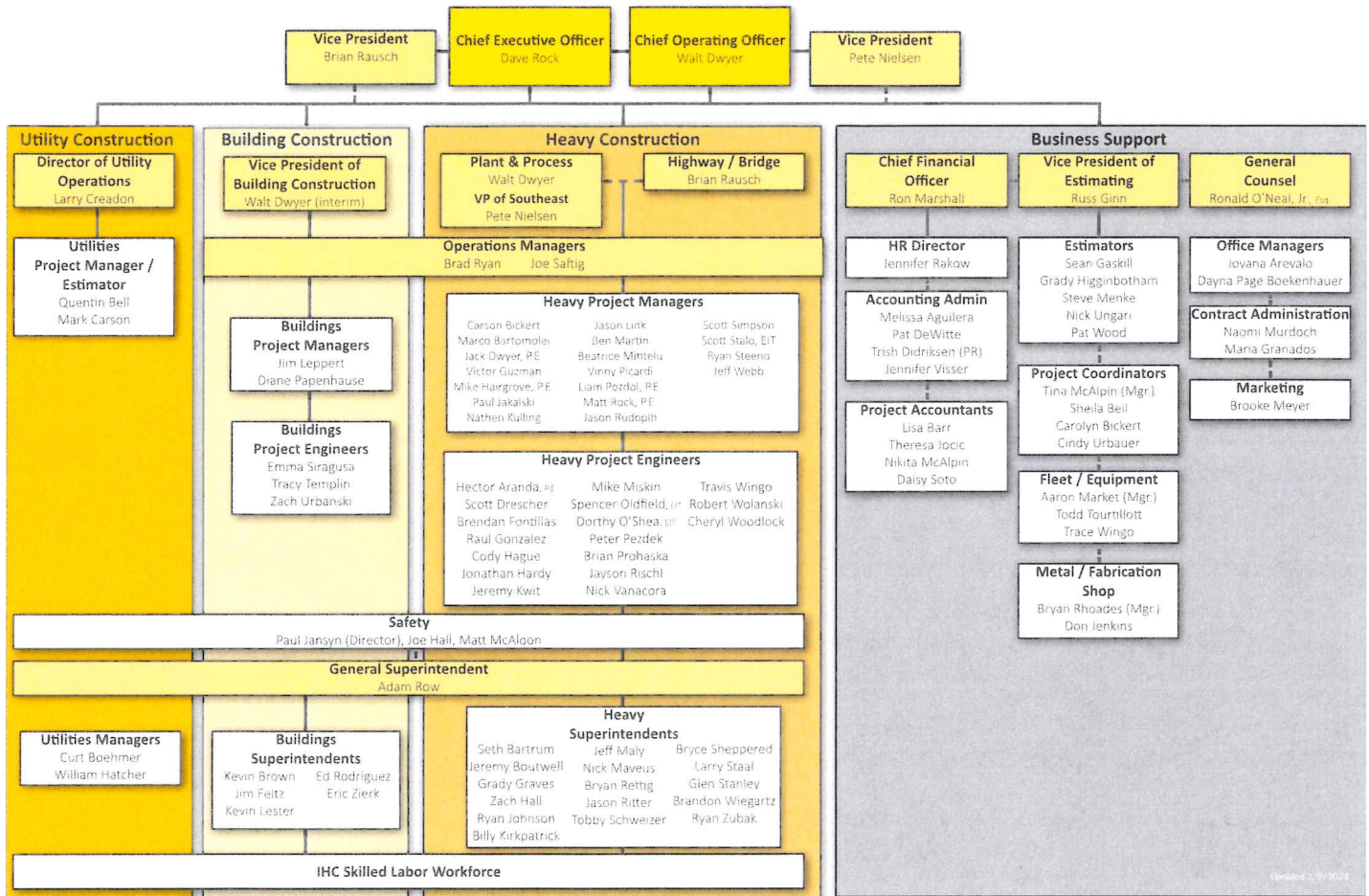
IHC is registered to practice business in the States of Illinois (File #0063312-7) and Georgia (Control #18011244).

## NAICS CODES

236115, 236116, 236210, 236220, 237110, 237120, 237130, 237310, 237990, 238110, 238290, 238910



# IHC Organizational Chart



## FIRM STRUCTURE

IHC Construction is a Limited Liability Company (LLC) and is registered to practice in the State of Illinois. We have provided construction services in NE Illinois since 1994. The LLC was filed on December 3, 2001. We have operated under our current company name for 23 years. Business established in 1906.

## FORMER COMPANY NAMES

IHC Group, Inc. (1994-2001)  
 Illinois Hydraulic Construction Co., Inc (1947-1994)  
 Illinois Hydraulic Stone & Construction Co. (1906-1947)

## LLC MEMBERS



**David J. Rock**, Member  
Chief Executive Officer



**Walter P. Dwyer**, Member  
Chief Operations Officer



**Peter D. Nielsen**, Member  
Vice President / EEO Officer



**Brian T. Rausch**, Member  
Vice President



**John W. Dwyer**, Member  
Project Manager



**Matthew D. Rock**, Member  
Project Manager



**Bradley P. Ryan**, Member  
Operations Manager



**Joseph M. Saftig**, Member  
Operations Manager



## IHC Construction Companies LLC - UG Utility Reference List

| <u>Client/Completion Date</u>                          | <u>Project Description</u>                | <u>Location</u> | <u>Value</u>   | <u>Contact</u>     | <u>Phone</u> | <u>Email</u>                                                                   |
|--------------------------------------------------------|-------------------------------------------|-----------------|----------------|--------------------|--------------|--------------------------------------------------------------------------------|
| SNH Medical Office Properties/The RMR Group March 2020 | Lakeside Pointe Fire Main Replacement     | Waukegan, IL    | \$190,125.00   | Tyler Reynolds     | 708-831-4061 | <a href="mailto:treynolds@rmrgroup.com">treynolds@rmrgroup.com</a>             |
| City of Aurora-April 2020                              | Water Main Lining & Replacement           | Aurora, IL      | \$2,000,000.00 | Kurt Muth          | 630-256-3200 | <a href="mailto:kmuth@aurora-il.org">kmuth@aurora-il.org</a>                   |
| Village of Tinley Park- Nov 2020                       | Fiber Optic Extension Project             | Tinley Park, IL | \$139,700.00   | Colby Zemaitis     | 708-444-5516 | <a href="mailto:czemaitis@tinleypark.org">czemaitis@tinleypark.org</a>         |
| Village of Wauconda- Nov 2020                          | ROW Storm Sewer Rehab                     | Wauconda, IL    | \$53,500.00    | Chris Bouchard     | 847-362-5959 | <a href="mailto:cbouchard@rhmg.com">cbouchard@rhmg.com</a>                     |
| North Shore Water Reclamation Dist- March 2021         | Sewer Lining & Improvements               | Skokie, IL      | \$189,800.00   | Christopher Palmer | 847-325-7496 | <a href="mailto:cpalmer@manhard.com">cpalmer@manhard.com</a>                   |
| City of Sycamore – September-2021                      | Sanitary Manhole Rehab                    | Sycamore, IL    | \$61,789.00    | Mark Bushnell      | 815-895-4557 | <a href="mailto:mbushnell@cityofsycamore.com">mbushnell@cityofsycamore.com</a> |
| City of St. Charles – March 2022                       | Concrete Foundation for Substation 3      | St. Charles, IL | \$121,395.00   | Erika Sittler      | 630-377-4983 | <a href="mailto:esittler@stcharlesil.gov">esittler@stcharlesil.gov</a>         |
| City of Oak Creek, WI- May 2022                        | Rawson Ave Water Extension                | Oak Creek, WI   | \$654,000.00   | Brian Johnston     | 414-766-6624 | <a href="mailto:bjohnston@oakcreekwi.gov">bjohnston@oakcreekwi.gov</a>         |
| Village of Hampshire- August 2022                      | Water Main Replacement #11 Old Mill Manor | Hampshire, IL   | \$103,370.00   | Tim Paulson        | 630-466-6727 | <a href="mailto:tpaulson@eeiweb.com">tpaulson@eeiweb.com</a>                   |
| Lake County Public Works-Oct 2022                      | Force Main Replacement Project            | Long Grove, IL  | \$602,567.00   | David Humbert      | 847-377-7145 | <a href="mailto:DHumbert@lakecountyil.gov">DHumbert@lakecountyil.gov</a>       |

**Corporate Office:** 385 Airport Rd., Suite 100 Drive, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610  
**Utility Division Office/Warehouse & Repair and Fabrication Shop/Yard:** 1260 Bell Court, Pingree Grove, IL 60140 • Fax: 847-289-3650  
**Southeast Regional Office:** 874 Worley Drive, Marietta, GA 30066 • Phone: 404-497-7619 • Fax: 404-585-5085

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| <b>Client/Completion Date</b>          | <b>Project Description</b>                    | <b>Location</b>                                 | <b>Value</b>   | <b>Contact</b>                  | <b>Phone</b>        | <b>Email</b>                                                                           |
|----------------------------------------|-----------------------------------------------|-------------------------------------------------|----------------|---------------------------------|---------------------|----------------------------------------------------------------------------------------|
| D.J.K Custom Homes, Inc-Oct 2022       | Far Side Services & Lead Service Replacements | Heritage Place 140 N. Wright St. Naperville, IL | \$229,000.00   | Bill Bolster-City of Naperville | 630-420-4122        | <a href="mailto:bolsterb@naperville.il.us">bolsterb@naperville.il.us</a>               |
| Lake County Public Works-Mar 2023      | RT 83 Force Main Realignment                  | Long Grove, IL                                  | \$235,650.00   | Tom Miles                       | 847-544-8717        | <a href="mailto:tmiles@lakecountyl.gov">tmiles@lakecountyl.gov</a>                     |
| City of Naperville-21/2023             | Emergency Excavation & UG Repairs             | Naperville, IL                                  | \$40,000.00    | Bill Bolster                    | 630-420-4122        | <a href="mailto:bolsterb@naperville.il.us">BolsterB@naperville.il.us</a>               |
| Village of Oak Park-21/2023            | Emergency Water & Sewer Repairs               | Oak Park, IL                                    | \$40,000.00    | Michael Bills                   | 708-358-5730        | <a href="mailto:mbills@oak-park.us">mbills@oak-park.us</a>                             |
| Lake County Public Works-November 2023 | Highland Lake Water System                    | Grayslake, IL                                   | \$1,200,000.00 | Ying Miao                       | 847-377-7149        | <a href="mailto:ymiao@lakecountyl.gov">ymiao@lakecountyl.gov</a>                       |
| City of Elgin- July 2024               | Lead Svc Line Replacements- Yr 2              | Elgin, IL                                       | \$1,964,449.00 | Timo Bello                      | 847-931-6098        | <a href="mailto:Bello_c@cityofelgin.org">Bello_c@cityofelgin.org</a>                   |
| Belvidere Twp Park District- July 2024 | Sundstrand Park water Service                 | Belvidere, IL                                   | \$132,770.00   | Jen Melnick                     | 815-547-8435        | <a href="mailto:jen.melnick@civillideas.com">jen.melnick@civillideas.com</a>           |
| Prairie Path Water Co. -Aug 2024       | Holiday Drive Water Main Replacement          | Holiday Hills, IL                               | \$1,025,807.00 | Seth Ricker                     | 708-723-9071        | <a href="mailto:seth.ricker@prairiepathwater.com">seth.ricker@prairiepathwater.com</a> |
| Village of Wilmette-Oct 2024           | Greenleaf Alley Water Svc Line Relocation     | Wilmette, IL                                    | \$121,600.00   | Cliff Ruemmler                  | 847-853-7619        | <a href="mailto:ruemmlerc@wilmette.com">ruemmlerc@wilmette.com</a>                     |
| Prairie Path Water Company-Dec 2024    | Sunrise Ave WM Replacement                    | Clarendon Hills, IL                             | \$369,950.00   | Seth Ricker                     | 708-723-9071        | <a href="mailto:Seth.ricker@prairiepathwater.com">Seth.ricker@prairiepathwater.com</a> |
| Village of Gurnee-April 2025           | 2024 Watermain Ext-Rudd Court_8462            | Gurnee, IL                                      | \$156,993.00   | Nicholas Leach                  | 847-599-7550        | <a href="mailto:nleach@village.gurnee.il.us">nleach@village.gurnee.il.us</a>           |
| Village of Cary-April 2025             | 2024 Lead & Galvanized Svc Line Replacements  | Cary, IL                                        | \$218,570.00   | Kealan Noonan                   | 847-639-0003 x 8106 | <a href="mailto:knoonan@caryillinois.com">knoonan@caryillinois.com</a>                 |
| Village of Glen Ellyn- May 2025        | Lead Service Line Replacements                | Glen Ellyn, IL                                  | \$436,000.00   | Nick Burgoni                    | 630-547-5515        | <a href="mailto:nburgoni@glenellyn.org">nburgoni@glenellyn.org</a>                     |

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|-------------------------------------|-----------------------------------------------|------------------|----------------|----------------|--------------|--------------------------------------------------------------------|
| Carol Stream Park District-May 2025 | Water Service Installation                    | Carol Stream, IL | \$24,900.00    | Shane Hamilton | 630-784-6100 | <a href="mailto:ShaneH@csparks.org">ShaneH@csparks.org</a>         |
| City of Elgin-July 2025             | Emergency Lead Service Line Repairs           | Elgin, IL        | \$685,964.00   | Timo Bello     | 847-931-6098 | <a href="mailto:timo.bello@elginil.gov">timo.bello@elginil.gov</a> |
| City of Geneva-July 2025            | Old Kirk Rd Distribution General Construction | Geneva, IL       | \$2,300,000.00 | Aaron Holton   | 630-232-1503 | <a href="mailto:aholton@geneva.il.us">aholton@geneva.il.us</a>     |
| Village of Wilmette-July 2025       | 20250505LSLRP                                 | Wilmette, IL     | \$29,784.00    | Cliff Ruemmler | 847-853-7619 | <a href="mailto:ruemmlerc@wilmette.com">ruemmlerc@wilmette.com</a> |

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## EQUIPMENT INSURANCE LISTING

| <u>Equipment</u> | <u>ModelYr</u> | <u>Manufacturer</u> | <u>Model</u> | <u>Capacity</u> | <u>Unit / HorsePower</u> |
|------------------|----------------|---------------------|--------------|-----------------|--------------------------|
|------------------|----------------|---------------------|--------------|-----------------|--------------------------|

### AUTOMOBILES

|       |      |           |          |        |                  |
|-------|------|-----------|----------|--------|------------------|
| 10001 | 2022 | CHEVROLET | BLAZER   | 0 GAL  |                  |
| 10002 | 2018 | CHEVROLET | TAHOE    | 0 GAL  | 6.2 ECO TEC 3 V8 |
| 10003 | 2013 | CHEVROLET | IMPALA   | 0 GAL  |                  |
| 10005 | 2014 | CHEVROLET | EQUINOX  | 0 GAL  | 3.6 V6           |
| 10006 | 2014 | CHEVROLET | TRAVERSE | 0 GAL  | 3.6 V6           |
| 10007 | 2023 | CHEVROLET | TAHOE    | 0 GAL  |                  |
| 10008 | 2024 | CHEVROLET | EQUINOX  | 0 GAL  |                  |
| 10009 | 2014 | BUICK     | LACROSSE | 10 GAL |                  |
| 10010 | 2015 | BUICK     | ENCLAVE  | 0 GAL  | 3.6 V6           |
| 10011 | 2016 | BUICK     | ENCLAVE  | 0 GAL  | 3.6              |
| 10015 | 2015 | CHEVROLET | EQUINOX  | 0 GAL  | 2.4              |
| 10028 | 2019 | CHEVROLET | TAHOE    | 0 GAL  | 5.3L V8          |

Count 12

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### PICKUPS

|       |      |           |                 |       |          |
|-------|------|-----------|-----------------|-------|----------|
| 11001 | 2013 | FORD      | F 150 XL        | 0 GAL | 5.0L V8  |
| 11002 | 2018 | CHEVROLET | COLORADO        | 0 GAL | 3.6 L V6 |
| 11003 | 2018 | CHEVROLET | COLORADO        | 0 GAL | 3.6 L V6 |
| 11004 | 2018 | CHEVROLET | COLORADO        | 0 GAL | 3.6 L V6 |
| 11005 | 2018 | CHEVROLET | COLORADO        | 0 GAL | 3.6 L V6 |
| 11006 | 2021 | FORD      | F 150           | 0 GAL |          |
| 11059 | 2013 | FORD      | F250 XL EXT CAB | 0 GAL | 6.2 L V8 |
| 11064 | 2009 | CHEVROLET | 2500 W/T 4X4    | 0 GAL | 6.0      |
| 11079 | 2013 | FORD      | F250 XL EXT CAB | 0 GAL | 6.2 L V8 |
| 11081 | 2013 | FORD      | F250 XL EXT CAB | 0 GAL | 6.2 L V8 |
| 11082 | 2014 | FORD      | F150 XL EXT CAB | 0 GAL | 5.0 L V8 |
| 11091 | 2014 | FORD      | F150XL EXT CAB  | 0 GAL | 5.0 L V8 |
| 11095 | 2014 | FORD      | F150 LX EXT CAB | 0 GAL | 5.0 L    |
| 11096 | 2014 | FORD      | F150 LX EXT CAB | 0 GAL | 5.0 L    |
| 11101 | 2018 | FORD      | F150XL          | 0 GAL | 5.0 L    |
| 11103 | 2018 | FORD      | F150XL          | 0 GAL | 5.0 L    |

Count 16

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### CREW CABS

|       |      |           |                 |       |          |
|-------|------|-----------|-----------------|-------|----------|
| 12001 | 2014 | FORD      | F150 XL EXT CAB | 0 GAL | 5.0L V8  |
| 12003 | 2017 | CHEVROLET | SILVERAD 1500 C | 0 GAL | 5.3L V8  |
| 12004 | 2017 | CHEVROLET | SILVERAD 1500 C | 0 GAL | 5.3L V8  |
| 12005 | 2017 | FORD      | F-250 CREW CAB  | 0     | 6.2L V8  |
| 12006 | 2017 | CHEVROLET | 2500 HD CC 4X4  | 0     | 6.0L V8  |
| 12007 | 2017 | CHEVROLET | 2500HD CC 4X4   | 0     | 6.0L V8  |
| 12008 | 2017 | CHEVROLET | 2500HD CC 4X4   | 0     | 6.0L V8  |
| 12009 | 2017 | CHEVROLET | SILVERAD 1500 C | 0     | 5.3L V8  |
| 12010 | 2012 | CHEVROLET | 1500            | 0 GAL | 4.8L V8  |
| 12011 | 2012 | CHEVROLET | 1500            | 0 GAL | 4.8L V8  |
| 12012 | 2012 | CHEVROLET | 1500            | 0 GAL | 4.8L V8  |
| 12013 | 2012 | CHEVROLET | 1500            | 0 GAL | 4.8L V8  |
| 12014 | 2014 | CHEVROLET | 2500 HD         | 0 GAL | 6.0L V 8 |

| <u>Equipment</u> | <u>ModelYr</u> | <u>Manufacturer</u> | <u>Model</u>     | <u>Capacity</u> | <u>Unit / HorsePower</u> |
|------------------|----------------|---------------------|------------------|-----------------|--------------------------|
| 12015            | 2013           | CHEVROLET           | 2500 HD          | 0 GAL           | 6.0 L V 8                |
| 12016            | 2018           | CHEVROLET           | 2500 HD          | 0 GAL           | 6.0 L V 8                |
| 12017            | 2018           | CHEVROLET           | 2500 HD          | 0 GAL           | 6.0 L V 8                |
| 12018            | 2014           | FORD                | F150XL           | 0 GAL           | 5.0L V8                  |
| 12019            | 2014           | FORD                | F150XL           | 0 GAL           | 5.0L V8                  |
| 12020            | 2013           | FORD                | F150XL           | 0 GAL           | 5.0L V8                  |
| 12021            | 2018           | CHEVROLET           | 2500 HD          | 0 GAL           | 6.0 L V 8                |
| 12022            | 2013           | FORD                | F150XL           | 0 GAL           | 5.0L V8                  |
| 12023            | 2020           | GMC                 | SIERRA 1500 SLE  | 0 GAL           | 5.3 L V8                 |
| 12024            | 2019           | CHEVROLET           | SILVERADO 1500 I | 0 GAL           |                          |
| 12026            | 2017           | CHEVROLET           | 1500 SILVERADO   | 0 GAL           | 355 HP - 5.3             |
| 12029            | 2020           | FORD                | F 150            | 0 GAL           | 3.5L                     |
| 12030            | 2016           | GMC                 | 2500HD Z71 SLE   | 0 GAL           | 6.6 L                    |
| 12031            | 2011           | CHEVROLET           | SILVERADO 1500   | 0 TON           | 4.8                      |
| 12032            | 2019           | FORD                | F 150            | 0 GAL           |                          |
| 12034            | 2019           | FORD                | F 150            | 0 GAL           | 2.7L                     |
| 12036            | 2010           | FORD                | F150XL           | 0 TON           | 5.4                      |
| 12038            | 2019           | FORD                | F 150            | 0 GAL           | 3.5L                     |
| 12040            | 2015           | CHEVROLET           | 2500 SILVERADO   | 0 TON           | 6.0                      |
| 12041            | 2014           | FORD                | FX4 CREWCAB 4X   | 0 GAL           | 5.0 4V DOHC              |
| 12042            | 2017           | CHEVROLET           | SILVERADO 1500   | 26 GAL          | 5.3L V8                  |
| 12043            | 2019           | FORD                | F 150            | 0 GAL           | 3.5L                     |
| 12044            | 2014           | FORD                | F150 EXT CAB     | 0 GAL           | 3.7 L V6                 |
| 12045            | 2024           | CHEVROLET           | 2500 HD          | 0 GAL           |                          |
| 12047            | 2022           | FORD                | F-150 LARIAT     | 0 GAL           |                          |
| 12048            | 2014           | FORD                | FORD             | 0 GAL           | 3.7 L V6                 |
| 12049            | 2024           | GMC                 | SIERRA 1500      | 0 GAL           |                          |
| 12050            | 2015           | CHEVROLET           | SILVERAD 1500 C  | 20 TON          | 5.3 V-8                  |
| 12051            | 2013           | FORD                | F150 EXT CAB     | 0 GAL           | 3.7 L V6                 |
| 12052            | 2013           | FORD                | F150 EXT CAB     | 0 GAL           | 3.7 L V6                 |
| 12053            | 2012           | FORD                | F250 CREWCAB     | 0 GAL           | 6.2 L                    |
| 12055            | 2018           | CHEVROLET           | 1500             | 0 GAL           | 5.3L V8                  |
| 12058            | 2019           | CHEVROLET           | SILVERADO 1500   | 0 GAL           | 5.3 L V8                 |
| 12060            | 2018           | CHEVROLET           | C1500            | 15 GAL          | 5.3 L                    |
| 12066            | 2013           | FORD                | F150 XK CREW C   | 0 GAL           | 6.2 L                    |
| 12067            | 2015           | FORD                | F250 XL EXT CAB  | 0 GAL           | 6.2 L                    |
| 12068            | 2013           | FORD                | F250 XL EXT CAB  | 0 GAL           | 6.2 GAS                  |
| 12069            | 2013           | FORD                | F250 XL EXT CAB  | 0 GAL           |                          |
| 12094            | 2015           | CHEVROLET           | SILVERADO 2500   | 0 TON           | 6.0                      |
| 12102            | 2019           | CHEVY               | 1500             | 0 GAL           | 5.3 L                    |
| 12104            | 2019           | CHEVY               | 2500             | 0 GAL           | 6.0 L                    |
| 12105            | 2016           | CHEVY               | 1500             | 0 GAL           | 5.3 L                    |
| 12106            | 2016           | CHEVY               | 1500             | 0 GAL           | 5.3 L                    |

Count 56

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#### ONE TON TRUCKS

|       |      |      |       |       |               |
|-------|------|------|-------|-------|---------------|
| 13001 | 2019 | FORD | F 550 | 0 GAL | 6.7--330      |
| 13002 | 2020 | RAM  | 5500  | 0 GAL | 6.7 L         |
| 13003 | 2021 | RAM  | 5500  | 0 GAL | 6.7L          |
| 13004 | 2022 | RAM  | 5500  | 0 GAL | 6.7 L         |
| 13005 | 2022 | RAM  | 5500  | 0 GAL | 6.7 L CUMMINS |
| 13006 | 2013 | FORD | F 550 | 0 GAL |               |



| <u>Equipment</u> | <u>ModelYr</u> | <u>Manufacturer</u> | <u>Model</u>   | <u>Capacity</u> | <u>Unit / HorsePower</u> |
|------------------|----------------|---------------------|----------------|-----------------|--------------------------|
| 13007            | 2017           | FORD                | F 550          | 0               |                          |
| 13008            | 2016           | FORD                | F 550          | 0               |                          |
| 13009            | 2016           | FORD                | F 450          | 0               |                          |
| 13010            | 2019           | FORD                | F 350          | 0               |                          |
| 13011            | 2022           | FORD                | F 350          | 0 GAL           |                          |
| 13014            | 2019           | FORD                | F 550          | 0 GAL           |                          |
| 13015            | 2021           | CHEVROLET           | 5500           | 0 GAL           |                          |
| 13201            | 2006           | FORD                | F550 SD        | 1 TON           | 6.0--175                 |
| 13202            | 2007           | FORD                | F550 SD        | 1 TON           | 6.0--175                 |
| 13210            | 2018           | RAM                 | 5500           | 52 GAL          | 6.7 - 175                |
| 13211            | 2018           | RAM                 | 550            | 0 GAL           |                          |
| 13214            | 2019           | RAM                 | 5500           | 52 GAL          | 6.7 175                  |
| 13220            | 2008           | GMC                 | SIERRA 3500    | 0 GAL           | 6.6                      |
| 13221            | 2008           | GMC                 | SIERRA 3500    | 0 TON           | 6.6                      |
| 13222            | 2008           | GMC                 | SIERRA 3500    | 0 TON           | 6.6                      |
| 13223            | 2018           | RAM                 | 5500 SLT       | 52 GAL          |                          |
| 13250            | 2008           | CHEVROLET           | 3500 WT        | 1 TON           | 6.6                      |
| 13260            | 2006           | FORD                | F550 SD        | 0 GAL           | 6.7-305                  |
| 13261            | 2016           | RAM                 | 5500           | 0 GAL           | 6.7-305                  |
| 13262            | 2016           | RAM                 | 5500           | 0               |                          |
| 13267            | 2018           | RAM                 | 550            | 52 GAL          | 6.7 - 175                |
| 13279            | 2013           | DODGE               | 5500 TRADEMANS | 52 GAL          | 325                      |
| 13283            | 2015           | DODGE               | 5500 TRADESMAN | 52 GAL          | 367                      |
| 13287            | 2016           | RAM                 | 5500           | 0 TON           |                          |
| 13289            | 2019           | RAM                 | 5500           | 0 GAL           |                          |

**Count 31**

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#### **SERVICE TRUCKS**

|       |      |               |         |            |                     |
|-------|------|---------------|---------|------------|---------------------|
| 14001 | 2018 | KENWORTH      | T880    | 64,000 GVW | 450                 |
| 14002 | 2018 | KENWORTH      | T370    | 0 GAL      | PX7 280HP           |
| 14003 | 2018 | KENWORTH      | T 370   | 0 GAL      | PX9 300HP           |
| 14004 | 2019 | KENWORTH      | T 880   | 64,000 GVW | CUMMINS ISX15 (450) |
| 14005 | 2013 | FORD          | F-750   | 0 GAL      | 200                 |
| 14006 | 2009 | INTERNATIONAL | 7400    | 0 LBS      |                     |
| 14007 | 2016 | CATERPILLAR   | CT660L  | 0 GAL      | Cat CT 13           |
| 14008 | 2018 | FREIGHTLINER  | M2106   | 0 GAL      | 8.9L Cummins        |
| 14258 | 1997 | INTERNATIONAL | 4900    | 5 TON      | DT466--250          |
| 14259 | 1997 | INTERNATIONAL | 4900    | 0 GAL      | DT466--250          |
| 14280 | 2009 | STERLING      | ACTERRA | 37,000 GVW | CUM 1SC--330        |
| 14281 | 1998 | INTERNATIONAL | 4700    | 0 GAL      | DT466--230          |
| 14292 | 2019 | INTERNATIONAL | MV607   | 70 GAL     | 250 B6.7            |
| 14293 | 1989 | FORD          | F7000   | 0 GAL      | CAT 3208--225       |
| 14294 | 2016 | KENWORTH      | T440    | 0 GAL      | 250                 |
| 14295 | 2016 | KENWORTH      | T440    | 0 GAL      | 250                 |
| 14319 | 2003 | PETERBILT     | 330     | 33,000 GVW | 300                 |
| 14323 | 2020 | PETERBILT     | 567     | 0 GAL      |                     |

**Count 18**

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#### **ARTICULATED DIRT TRUCK**

|       |      |             |     |         |               |
|-------|------|-------------|-----|---------|---------------|
| 17821 | 2004 | CATERPILLAR | 730 | 80 GAL  | 325           |
| 17822 | 2007 | CATERPILLAR | 725 | 0 GAL   |               |
| 17825 | 2011 | CATERPILAR  | 740 | 148 GAL | 464 C15 ACERT |

**Count 3**

:



| <u>Equipment</u>             | <u>ModelYr</u> | <u>Manufacturer</u> | <u>Model</u> | <u>Capacity</u> | <u>Unit / HorsePower</u> |
|------------------------------|----------------|---------------------|--------------|-----------------|--------------------------|
| <b>MISC TRUCKS / AUTOS</b>   |                |                     |              |                 |                          |
| 19405                        | 1981           | GMC                 | BRIGADIER    | 0               |                          |
| 19822                        | 2007           | CATERPILLAR         | 725          | 0 GAL           |                          |
| <b>Count</b>                 | <b>2</b>       |                     |              | :               |                          |
| <b>CRANES RT SMALL</b>       |                |                     |              |                 |                          |
| 20994                        | 2008           | GROVE               | RT650E       | 58 GAL          | 173 TIER III             |
| <b>Count</b>                 | <b>1</b>       |                     |              | :               |                          |
| <b>CRANES RT MED</b>         |                |                     |              |                 |                          |
| 21991                        | 2009           | TADANO              | GR800XL-1    | 9 GAL           | 267 TIER III             |
| 21992                        | 2009           | TADANO              | GR800XL-1    | 79 GAL          | 267 TIER III             |
| 21995                        | 2008           | TADANO              | GR800XL-1    | 79 GAL          | 267 TIER III             |
| 21996                        | 2009           | GROVE               | RT880E       | 72 GAL          | 274                      |
| <b>Count</b>                 | <b>4</b>       |                     |              | :               |                          |
| <b>CRANES CRWL LRG</b>       |                |                     |              |                 |                          |
| 24997                        | 2014           | MANITOWOC           | 8000         | 0 TON           |                          |
| <b>Count</b>                 | <b>1</b>       |                     |              | :               |                          |
| <b>PILING EQUIP</b>          |                |                     |              |                 |                          |
| 27800                        | 2007           | APE                 | 375          | 0 GAL           | 375 TIER III             |
| 27801                        | 2007           | APE                 | 150T         | 0               |                          |
| 27802                        | 1990           | DLEMAG              | D19-42       | 8 DSL           | 35-52 BPM                |
| <b>Count</b>                 | <b>3</b>       |                     |              | :               |                          |
| <b>TELAHANDLER</b>           |                |                     |              |                 |                          |
| 28001                        | 2016           | CATERPILLAR         | TL1255D      | 38 GAL          | 142 C4.4 ACERT           |
| 28002                        | 2016           | CATERPILLAR         | TL1255D      | 38 GAL          | 142 C4.4 ACERT           |
| 28003                        | 2018           | JLG                 | 1055         | 0 GAL           | CUMMINS                  |
| 28004                        | 2017           | JLG                 | 1055         | 0 GAL           | CUMMINS QSF 3.8          |
| 28005                        | 2013           | CATERPILLAR         | TL1055C      | 0 GAL           |                          |
| 28006                        | 2018           | JLG                 | 1255         | 0 GAL           |                          |
| 28007                        | 2019           | JLG                 | 1255         | 0 GAL           |                          |
| 28008                        | 2019           | JLG                 | 1732         | 0 GAL           |                          |
| 28947                        | 1996           | GRADALL             | 524-3S       | 0 GAL           |                          |
| 28949                        | 2006           | GENIE               | GTH636       | 0 GAL           | 99                       |
| 28951                        | 2011           | CATERPILLAR         | TL1255       | 38 GAL          | 142-C4.4TA               |
| 28952                        | 2011           | CATERPILLAR         | TL1055       | 38 GAL          | 125 - C4.4TA             |
| 28953                        | 2011           | CATERPILLAR         | TL1255       | 0 GAL           |                          |
| 28954                        | 2011           | CATERPILLAR         | TL1055       | 0 GAL           |                          |
| 28955                        | 2013           | CATERPILLAR         | TL943C       | 38 GAL          | 94.5 - 3045CTIER II      |
| 28956                        | 2013           | CATERPILLAR         | TL1255C      | 0 GAL           | 142-C4.4 ACERT           |
| 28958                        | 2015           | CATERPILLAR         | TL 1255C     | 0 GAL           | 142 C4.4 ACERT           |
| <b>Count</b>                 | <b>17</b>      |                     |              | :               |                          |
| <b>CRAWLER BACKHOES - SM</b> |                |                     |              |                 |                          |
| 31001                        | 2020           | TAKEUCHI            | TB 240       | 19 GAL          | 35.8 4TNV88C-TIER 4      |
| 31002                        | 2018           | LINK BELT           | 210 X4       | 0 GAL           | 160                      |
| 31003                        | 2022           | KOBELCO             | SK45SRX-7    | 0 GAL           |                          |
| 31004                        | 2016           | TAKEUCHI            | TB260        | 0 GAL           |                          |
| 31005                        | 2018           | CATERPILLAR         | 308E2CR      | 0 GAL           |                          |
| 31855                        | 2007           | BOBCAT              | 335G         | 0 GAL           | 40-V2203-TIER 2          |
| 31856                        | 2015           | TAKEUCHI            | TB 260       | 21 GAL          | 47 TIER FINAL 4          |
| 31857                        | 2016           | TAKEUCHI            | TB280FR      | 26 GAL          | 69 TIER IIII             |
| 31858                        | 2019           | TAKEUCHI            | TB 260       | 21 GAL          | 47 TIER IIII             |

| <u>Equipment</u> | <u>ModelYr</u> | <u>Manufacturer</u> | <u>Model</u> | <u>Capacity</u> | <u>Unit / HorsePower</u> |
|------------------|----------------|---------------------|--------------|-----------------|--------------------------|
| 31859            | 2015           | YANMAR              | Vi035-6A     | 11 GAL          | 22.4                     |
| 31885            | 2005           | JOHN DEERE          | 160CLC       | 74 GAL          | 109                      |
| 31887            | 2006           | JOHN DEERE          | 80C          | 36 GAL          | 52                       |
| 31893            | 2015           | CASE                | CX145CSR     | 53 GAL          | 100 TIER IIII-I          |
| 31894            | 2015           | CATERPILLAR         | 316E         | 77 GAL          | 119 C4.4 ACERT           |
| 31895            | 2019           | CATERPILLAR         | 315 FLCR     | 47 GAL          | 97 TIER IIII             |
| 31896            | 2015           | CASE                | CX210 C      | 0               |                          |
| 31897            | 2016           | CASE                | CX145C       | 53 GAL          | 100 ISUZU 4 JJ 1X        |
| 31898            | 2015           | LINK BELT           | 80X3         | 0 GAL           | 54 ISUZU                 |
| <b>Count</b>     | <b>18</b>      |                     |              | :               |                          |

#### **CRAWLER BACKHOES - ME**

|              |          |             |          |         |                |
|--------------|----------|-------------|----------|---------|----------------|
| 32001        | 2007     | CATERPILLAR | 330DL    | 164 GAL | 270            |
| 32002        | 2019     | LINK BELT   | 245X4    | 0 GAL   |                |
| 32003        | 2017     | CASE        | CX 245 D | 0 GAL   |                |
| 32884        | 2005     | CASE        | CX 330   | 153 GAL | 248 TIER III   |
| 32891        | 2011     | VOLVO       | 290      | 0       | D7E EAE3 192HP |
| <b>Count</b> | <b>5</b> |             |          | :       |                |

#### **CRAWLER BACKHOES - LA**

|              |          |             |          |         |                      |
|--------------|----------|-------------|----------|---------|----------------------|
| 33001        | 2019     | CATERPILLAR | 336 TC   | 0 GAL   |                      |
| 33002        | 2019     | CATERPILLAR | 336      | 0 GAL   |                      |
| 33883        | 2014     | CATERPILAR  | 336E     | 164 GAL | 308                  |
| 33890        | 2003     | CASE        | CX 460   | 161 GAL | 362 TIER III         |
| 33892        | 2013     | CATERPILAR  | 336E HMR | 164 GAL | 308 TIER IIII INTER. |
| <b>Count</b> | <b>5</b> |             |          | :       |                      |

#### **CRAWLER BACKHOES - XL**

|              |          |            |        |         |            |
|--------------|----------|------------|--------|---------|------------|
| 34001        | 2006     | CASE       | CX 700 | 0 GAL   |            |
| 34880        | 2006     | JOHN DEERE | 650 D  | 238 GAL | 463 Tier 3 |
| <b>Count</b> | <b>2</b> |            |        | :       |            |

#### **SKID LOADER**

|       |      |             |        |       |    |
|-------|------|-------------|--------|-------|----|
| 40001 | 2000 | CASE        | 1845 C | 0 GAL |    |
| 40921 | 2000 | CASE        | 1845C  | 0 YD  | 53 |
| 40922 | 2001 | CASE        | 1845C  | 0 YD  | 56 |
| 40924 | 1996 | CASE        | 1845C  | 0 YD  | 56 |
| 40925 | 2000 | CASE        | 1845C  | 0 YD  | 56 |
| 40926 | 1996 | CASE        | 1845C  | 0 YD  | 56 |
| 40927 | 1996 | CASE        | 1845C  | 0 YD  | 56 |
| 40928 | 1996 | CASE        | 1845C  | 0 YD  | 56 |
| 40931 | 2001 | CASE        | 1845C  | 0 YD  | 56 |
| 40932 | 2000 | CASE        | 1845C  | 0 YD  | 56 |
| 40933 | 1999 | CASE        | 1845C  | 0 CY  | 56 |
| 40934 | 2000 | CASE        | 1845C  | 0 CY  | 56 |
| 40935 | 2005 | CASE        | 420    | 0 CY  | 56 |
| 40936 | 2000 | CATERPILLER | 226 B  | 0 GAL | 50 |
| 40937 | 2000 | CASE        | 1845C  | 0     | 56 |
| 40939 | 2000 | CASE        | 1845C  | 0 GAL | 56 |
| 40940 | 2000 | CASE        | 1845C  | 0 GAL | 56 |
| 40941 | 2001 | CASE        | 1845C  | 0 GAL | 56 |
| 40942 | 2000 | CASE        | 1845C  | 0 GAL | 56 |
| 40943 | 2000 | CASE        | 1845C  | 0 GAL | 56 |
| 40948 | 1985 | SWINGER     | 220    | 0 GAL |    |

| <u>Equipment</u> | <u>ModelYr</u> | <u>Manufacturer</u> | <u>Model</u>                 | <u>Capacity</u> | <u>Unit / HorsePower</u> |
|------------------|----------------|---------------------|------------------------------|-----------------|--------------------------|
| <b>Count 21</b>  |                |                     |                              | :               |                          |
|                  |                |                     | <b>SKID LOADER - TRACK</b>   |                 |                          |
| 41001            | 2021           | TAKEUCHI            | TL12R2                       | 0 GAL           |                          |
| 41002            | 2016           | TAKEUCHI            | TL8RW                        | 0 GAL           |                          |
| 41004            | 2021           | TAKEUCHI            | TL12R2                       | 0 GAL           |                          |
| 41005            | 2022           | CATERPILLAR         | 289D3XPS                     | 0 GAL           | 74                       |
| 41006            | 2023           | TAKEUCHI            | TL12V2                       | 0 GAL           |                          |
| 41860            | 2014           | TAKEUCHI            | TL12                         | 24 GAL          | 110 TIER 4 i             |
| 41861            | 2014           | TAKEUCHI            | TL12                         | 24 GAL          | 110 TIER 4 i             |
| 41862            | 2013           | CATERPILLAR         | 279C2                        | 29 GAL          | 82                       |
| 41863            | 2019           | TAKEUCHI            | TL12R2-CR                    | 24 GAL          | 110 TIER 4i              |
| 41864            | 2018           | BOBCAT              | T870                         | 0 GAL           |                          |
| <b>Count 10</b>  |                |                     |                              | :               |                          |
|                  |                |                     | <b>WHEEL LOADERS - SMALL</b> |                 |                          |
| 42901            | 2016           | CASE                | 521F                         | 50 GAL          | 142 TIER 4 B             |
| 42904            | 2012           | CATERPILER          | 928 HX                       | 59 GAL          | 149 C6.6 TIER 4          |
| 42905            | 2012           | CATERPILER          | 928 HZ                       | 59 GAL          | 149 6.6 TIER 4           |
| 42906            | 2006           | JOHN DEERE          | 544J                         | 85 GAL          | 145 HP 6.8 TIER 2        |
| <b>Count 4</b>   |                |                     |                              | :               |                          |
|                  |                |                     | <b>WHEEL LOADERS - MED</b>   |                 |                          |
| 43903            | 2008           | CAT                 | 950 H                        | 83 GAL          | 197                      |
| <b>Count 1</b>   |                |                     |                              | :               |                          |
|                  |                |                     | <b>WHEEL LOADERS - LARGE</b> |                 |                          |
| 44902            | 2006           | CAT                 | 966 G                        | 83 GAL          | 253 10.3L                |
| <b>Count 1</b>   |                |                     |                              | :               |                          |
|                  |                |                     | <b>CRAWLER LOADERS</b>       |                 |                          |
| 45873            | 1994           | CAT                 | 963                          | 69 GAL          | 160                      |
| 45874            | 1998           | CAT                 | 963B                         | 0 GAL           | 150                      |
| <b>Count 2</b>   |                |                     |                              | :               |                          |
|                  |                |                     | <b>DOZER - SMALL</b>         |                 |                          |
| 50868            | 1989           | JOHN DEERE          | 450G                         | 41 GAL          | 70                       |
| <b>Count 1</b>   |                |                     |                              | :               |                          |
|                  |                |                     | <b>DOZER - MED</b>           |                 |                          |
| 51001            | 2007           | CASE                | 850 K                        | 0 GAL           |                          |
| 51870            | 2012           | CATERPILER          | D6N LGP                      | 79 GAL          | C6.6-150 TIER4 INTER     |
| 51871            | 2013           | CAT                 | D6N-XL                       | 79 GAL          | C6.6-145 TIER 3          |
| 51877            | 2011           | CATERPILAR          | D5KIILGP                     | 52 GAL          | 100 4.4 ACERT            |
| <b>Count 4</b>   |                |                     |                              | :               |                          |
|                  |                |                     | <b>DOZER - LARGE</b>         |                 |                          |
| 52876            | 1989           | CATERPILLAR         | D8N                          | 129 GAL         | 285                      |
| 52878            | 1997           | CATERPILLAR         | D8R                          | 165 GAL         | 305                      |
| 52879            | 2001           | CAT                 | D7R                          | 1,260 GAL       | 240                      |
| <b>Count 3</b>   |                |                     |                              | :               |                          |
|                  |                |                     | <b>COMPACTOR - ROLLER</b>    |                 |                          |
| 60001            | 2008           | VOLVO               | SD 100 F                     | 0 GAL           |                          |
| 60002            | 2018           | CASE                | SV212D                       | 0 GAL           |                          |
| 60696            | 1999           | NAC                 | HV70SY                       | 0               | 99                       |
| 60763            | 1997           | NAC                 | VHV1-10369                   | 0               |                          |
| 60915            | 2004           | BOMAG               | BW213                        | 90 GAL          | 155-6B5.9                |
| 60916            | 2008           | VOLVO               | SD100D                       | 72 GAL          | 128                      |

| <u>Equipment</u>              | <u>ModelYr</u> | <u>Manufacturer</u> | <u>Model</u>    | <u>Capacity</u> | <u>Unit / HorsePower</u> |
|-------------------------------|----------------|---------------------|-----------------|-----------------|--------------------------|
| 60917                         | 2000           | CATERPILLER         | SD563D          | 58 GAL          | 145                      |
| 60918                         | 2005           | CATERPILLER         | CS423E          | 42 GAL          | 79                       |
| <b>Count 8</b>                |                |                     |                 | :               |                          |
| <b>COMPACTOR - SHEEPS FO</b>  |                |                     |                 |                 |                          |
| 61909                         | 1990           | CAT                 | 815A            | 93 GAL          | 160                      |
| 61910                         | 2005           | CATERPILLER         | 815 F           | 117 GAL         | 253                      |
| 61911                         | 2006           | BOMAG               | BW124PDH-3      | 29 GAL          | 49                       |
| <b>Count 3</b>                |                |                     |                 | :               |                          |
| <b>SCRAPERS/PULL PANS</b>     |                |                     |                 |                 |                          |
| 65810                         | 1967           | RWF BRON            | 63F             | 0               | Rear 29.5 X 29           |
| 65811                         | 1975           | ROME                | R67H            | 0               |                          |
| <b>Count 2</b>                |                |                     |                 | :               |                          |
| <b>TRENCHERS</b>              |                |                     |                 |                 |                          |
| 70667                         | 1999           | VERMEER             | V-2050          | 0               |                          |
| <b>Count 1</b>                |                |                     |                 | :               |                          |
| <b>DIRECTIONAL BORING UNI</b> |                |                     |                 |                 |                          |
| 71001                         | 2015           | VERMEER             | 24/40 II        | 0 GAL           |                          |
| 71002                         | 2021           | VERMEER             | D24X40 III      | 0 GAL           | 125 TIER III             |
| 71003                         | 2015           | VERMEER             | D9X13 III       | 0 GAL           |                          |
| 71004                         | 2021           | VERMEER             | 10X15 III       | 0 GAL           | 60                       |
| 71005                         | 2015           | VERMEER             | 36X50 II        | 0 GAL           |                          |
| 71966                         | 2006           | VERMEER             | D24/40 II       | 15 GAL          | 125 TIER II              |
| 71967                         | 2008           | VERMEER             | D24/40II        | 15 GAL          | 125 TIER III             |
| 71968                         | 2008           | VERMEER             | D24/40II        | 15 GAL          | 125 TIER III             |
| 71969                         | 2007           | VERMEER             | 24/40 II        | 15 GAL          | 125 TIER III             |
| 71970                         | 1999           | VERMEER             | D50X100A        | 15 GAL          |                          |
| 71971                         | 2014           | VERMEER             | D36/50II        | 46 GAL          | 126 TIER III             |
| <b>Count 11</b>               |                |                     |                 | :               |                          |
| <b>UTILITY TRAILERS</b>       |                |                     |                 |                 |                          |
| 74001                         | 2020           | TOWMASTER           | T20             | 20,000          |                          |
| 74003                         | 2004           | VERMEER             | E 550           | 0 GAL           |                          |
| 74004                         | 2003           | VERMEER             | E 550           | 0 GAL           |                          |
| 74005                         | 2021           | EAGER BEAVER        | 20 XPT          | 0               |                          |
| 74006                         | 2021           | WHEELER REELER      | MR120X3         | 0               |                          |
| 74007                         | 2021           | B&B                 | TBTC2224ET-12K- | 0               |                          |
| 74009                         | 2022           | B&B                 | T15             | 0               |                          |
| 74010                         | 2023           | EAGER BEAVER        | 25 XPL          | 0               |                          |
| 74011                         | 2023           | BIG TEX             | 14LP-14BK6SIRPD | 0               |                          |
| 74012                         | 2023           | EAGER BEAVER        | 25 XPL          | 0               |                          |
| 74013                         | 2018           | VECTOR              | MS800HD         | 0 GAL           |                          |
| 74014                         | 2019           | CAM                 | 25CAM829TA      | 0               |                          |
| 74019                         | 2018           | VAC TRON            | LP873SDT        | 0               |                          |
| 74020                         | 2018           | CAM                 | 25CAM837TA      | 0               |                          |
| 74508                         | 2015           | JTC                 | JTC-8000        | 8,000           | 8 HOLE                   |
| 74509                         | 2013           | BRINDLE             | BRT150          | 0               |                          |
| 74510                         | 2016           | BRINDLE             | BRT150          | 0               |                          |
| 74542                         | 2007           | EAGER BEAVER        | 20XPT           | 40,000          |                          |
| 74544                         | 2016           | CUSTOM              | 12T202ELPHD     | 0               |                          |
| 74545                         | 2019           | TOWMASTER           | T-18D           | 0               |                          |
| 74546                         | 2019           | TOWMASTER           | T-20D           | 20,000          |                          |

| <u>Equipment</u> | <u>ModelYr</u> | <u>Manufacturer</u> | <u>Model</u> | <u>Capacity</u> | <u>Unit / HorsePower</u> |
|------------------|----------------|---------------------|--------------|-----------------|--------------------------|
| 74547            | 2020           | CUSTOM              | 12T202ELPHD  | 0               |                          |
| 74556            | 2008           | EAGER BEAVER        | 20XPT        | 20              |                          |
| 74622            | 1998           | TRAILER BOSS        | 15 TON       | 0               |                          |
| 74624            | 2000           | TOWMASTER           | T-14DD       | 14,000          |                          |
| 74626            | 2015           | JTC                 | JTC-1600     | 0               |                          |
| 74632            | 2015           | JTC                 | JTC-16000    | 0               |                          |
| 74633            | 1998           | TRAILER BOSS        | 15 TON       | 15              |                          |
| 74656            | 2001           | DYNAWELD            | 40TALT       | 50,000          |                          |
| 74659            | 2001           | DYNAWELD            | 40TALT       | 50,000          |                          |

**Count 30 :**

#### MISC EQUIPMENT

|       |      |                |                |       |      |
|-------|------|----------------|----------------|-------|------|
| 80003 | 2018 | BOMAG          | BMP8500        | 0 GAL |      |
| 80004 |      | TORNADO        |                | 0     |      |
| 80006 |      | WACKER NEUSON  | G50            | 0 GAL |      |
| 80007 |      | SPANCO         | 2ALU1212       | 0     |      |
| 80010 | 2016 | WACKER NEUSON  | RT82SC         | 0 GAL |      |
| 80011 | 2024 | POLARIS        | RANGER CREW 11 | 0     |      |
| 80403 | 2020 | WACKER         | LTV6           | 5 GAL | 13.1 |
| 80415 | 2001 | INGERSOLL RAND | S8-4MH         | 0 GAL |      |
| 80518 | 2015 | CONDUX         | PULLER         | 0 GAL | 16   |
| 80519 | 2015 | CONDUX         | PULLER         | 0 GAL | 16   |
| 80981 | 2001 | BID-WELL       | 5000           | 0     |      |
| 80982 | 2002 | BID-WELL       | 3600           | 1     |      |
| 80983 | 2000 | BID-WELL       | 4800           | 0 GAL |      |

**Count 13 :**

#### AIR COMPRESSORS

|       |      |                |                |         |                   |
|-------|------|----------------|----------------|---------|-------------------|
| 81001 | 2012 | SULLAIR        | 900HAF iT4     | 0 LBS   |                   |
| 81700 | 2003 | INGERSOLL RAND | P185WIR        | 185 CFM | 65 -3059 - TIER 1 |
| 81701 | 2003 | INGERSOLL RAND | P185WIR        | 185 CFM | 65-3059-TIER 1    |
| 81702 | 2003 | INGERSOLL RAND | P185WIR        | 185 CFM | 65-3059-TIER1     |
| 81703 | 2008 | ATLAS COPCO    | AC-XAS185JDU6  | 185 CFM | 65-4045-TIER 3    |
| 81706 | 2005 | INGERSOLL RAND | P185WJDU       | 185 CFM | 54-4045-TIER 2    |
| 81708 | 2005 | INGERSOLL RAND | P185WJDU       | 185 CFM | 54-4045-TIER 2    |
| 81710 | 2006 | ATLAS COPCO    | AC-XAS96JD     | 185 CFM | 54-4045-TIER 2    |
| 81711 | 2006 | ATLAS COPCO    | AC-XAS96JD     | 185 CFM | 54                |
| 81717 | 2007 | ATLAS COPCO    | AC-XAS185JD6   | 185 CFM | 54-4045-TIER 2    |
| 81718 | 2006 | ATLAS COPCO    | AC-XAS96JD     | 185 CFM | 54-4045-TIER 2    |
| 81721 | 2007 | ATLAS COPCO    | AC-XAS1855JDC6 | 185 CFM | 54-4045-TIER 2    |
| 81722 | 2007 | ATLAS COPCO    | AC-XAS185JDL6  | 185 CFM | 54-4045-TIER 2    |
| 81723 | 2006 | ATLAS COPCO    | AC-XAS96JD     | 185 CFM | 54-4045-TIER 2    |
| 81725 | 1997 | LEROI          | Q185DJE        | 0 GAL   |                   |
| 81731 | 1988 | INGERSOLL RAND | P175BWD        | 185 CFM | 54-4045-TIER 2    |
| 81733 | 2007 | ATLAS COPCO    | AC-XAS96JDU    | 185 CFM | 54-4045-TIER 2    |
| 81735 | 2006 | ATLAS COPCO    | AC-XAS96JD     | 185 CFM | 54-4045-TIER 2    |
| 81736 | 2006 | ATLAS COPCO    | AC-XAS96JD     | 185 CFM | 54-4045-TIER 2    |
| 81747 | 2007 | ATLAS COPCO    | AC-XAS185JDU6  | 185 CFM | 54-4045-TIER 2    |
| 81753 | 2007 | ATLAS COPCO    | AC-XAS185JDU6  | 185 CFM | 54-4045-TIER 2    |
| 81757 | 2001 | LEROI          | Q185DKE        | 185 CFM | 54-4045-TIER 2    |
| 81759 | 2007 | ATLAS COPCO    | AC-XAS185JDU6  | 185 CFM | 54-4045-TIER 2    |
| 81764 | 2007 | ATLAS COPCO    | AC-XAS185JDU6  | 0 GAL   | 54-4045-TIER 2    |

**Count 24 :**



| <u>Equipment</u>   | <u>ModelYr</u> | <u>Manufacturer</u> | <u>Model</u> | <u>Capacity</u> | <u>Unit / HorsePower</u> |
|--------------------|----------------|---------------------|--------------|-----------------|--------------------------|
| <b>ATTACHMENTS</b> |                |                     |              |                 |                          |
| 90002              |                | ABI                 | HVR 85       | 0               |                          |
| 90004              | 2020           | GENESIS             | 5K           | 0               |                          |
| 90005              | 2023           | KOBUS               | 400 SERIES   | 0               |                          |
| 90480              | 1995           | LINE WARD           | L-2          | 0               |                          |
| 90648              | 2019           | FRD (KENT)          | F6FSP        | 0               |                          |
| 90652              | 1999           | NPK                 | 7XH          | 0               |                          |
| 90675              | 2015           | HOLMS               | 300          | 0               |                          |
| 90685              | 2000           | INDECO              |              | 0               |                          |
| 90688              | 2009           | INDECO              | HP8000       | 0               |                          |
| 90690              | 2015           | BODINE              | APCP-2300C   | 0               |                          |
| 90697              | 2016           | FRD ( KENT)         | F6           | 0               | 1000 CLASS               |
| 90698              | 2018           | FRD (Kent)          | F6-SS        | 0               | 1000 CLASS               |
| 90960              | 2005           | KENT                | KF9          | 0               |                          |
| 90962              | 1999           | ROME                | TAW20S       | 0               |                          |
| <b>Count</b>       | <b>14</b>      |                     |              |                 | :                        |
| <b>SMALL TOOLS</b> |                |                     |              |                 |                          |
| 98003              | 2020           | WACKER NEUSON       | DPU6555      | 0 GAL           |                          |
| 98005              | 2021           | WACKER NEUSON       | DPU 6555     | 0 GAL           |                          |
| 98635              | 2014           | BOMAG               | BMP8500      | 0 GAL           |                          |
| 98638              | 2016           | MORRISON            | SUPER SCREED | 2 GAL           | 8                        |
| 98682              | 2016           | FRD ( KENT )        | F9           | 0               | 550-900 BPM              |
| 98684              | 2015           | KENT / KURUKAWA     | FX55FSP      | 0               | 500-1000                 |
| <b>Count</b>       | <b>6</b>       |                     |              |                 | :                        |
| <b>Grand Total</b> |                |                     |              |                 |                          |



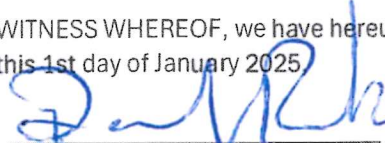
ACTION BY MEMBERS  
IHC CONSTRUCTION COMPANIES, LLC  
An Illinois Limited Liability Company  
BY MAJORITY WRITTEN CONSENT

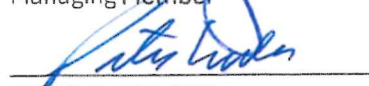
We, the undersigned, being a majority of the members of IHC Construction Companies, L.L.C., present at a meeting, hereby consent in writing to the following actions:

RESOLVED, that those persons whose names are included below hold the positions set beside their name and those persons are hereby authorized to bind the company and to execute all documents necessary to conduct business on behalf of the limited liability company, including, but not limited to the execution of contracts of all kinds, bids, proposals and bonds.

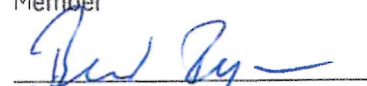
|                     |                                                                                   |
|---------------------|-----------------------------------------------------------------------------------|
| David J. Rock       | Managing Member<br>Chief Executive Officer, President                             |
| Brian T. Rausch     | Member, Chief Operating Officer<br>Executive Vice President, Secretary, Treasurer |
| Peter D. Nielsen    | Member, Equal Employment Opportunity Officer<br>Vice President, Secretary         |
| John W. Dwyer       | Member, Project Manager, Agent                                                    |
| Matthew D. Rock     | Member, Project Manager, Agent                                                    |
| Bradley P. Ryan     | Member, Operations Manager, Agent                                                 |
| Joseph M. Saftig    | Member, Operations Manager, Agent                                                 |
| Ronald F. Marshall  | Chief Financial Officer, Assistant Secretary                                      |
| Russell D. Ginn     | Vice President, Assistant Secretary                                               |
| Lawrence C. Creadon | Director of Utility Operations                                                    |

WITNESS WHEREOF, we have hereunto set our hands as Members of IHC Construction Companies, L.L.C., this 1st day of January 2025.

  
\_\_\_\_\_  
DAVID J. ROCK  
Managing Member

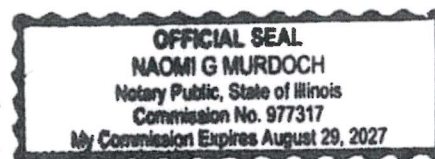
  
\_\_\_\_\_  
PETER D. NIELSEN  
Member

  
\_\_\_\_\_  
BRIAN T. RAUSCH  
Member

  
\_\_\_\_\_  
BRADLEY P. RYAN  
Member

Subscribed and sworn to before me this  
1st day of January 2025.

  
\_\_\_\_\_  
Notary Public



Corporate Office: Corporate Office: 385 Airport Road, Suite 100, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610  
Utility Division Office/Warehouse & Repair and Fabrication Shop/Yard: 1260 Bell Court, Pingree Grove, IL 60140  
Southeast Regional Office: 874 Worley Drive, Marietta, GA 30066 • Phone: 404-497-7619 • Fax: 404-585-5085

[www.ihcconstruction.com](http://www.ihcconstruction.com)



**OWNER AND MEMBERS OF IHC CONSTRUCTION COMPANIES, LLC**  
**OFFICERS AND DIRECTORS OF IHC CONSTRUCTION COMPANIES, LLC**

Federal Tax I.D. #: 36-4487367    State IBT#: 3281-0725    DHR #: 113177-00

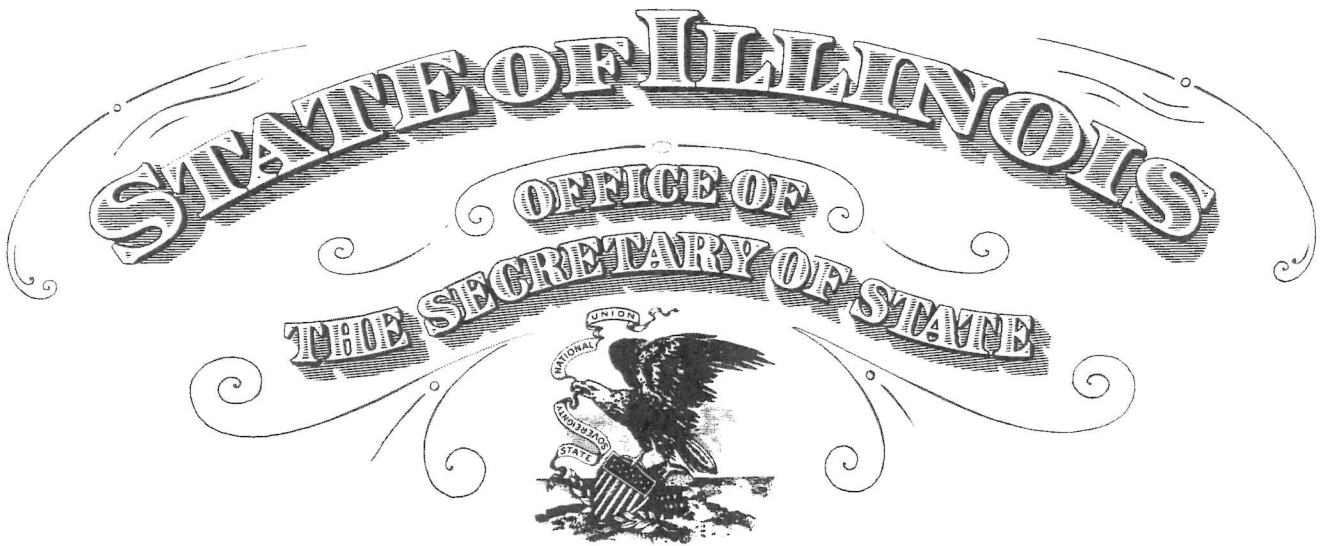
| NAME                                                                               | ADDRESS                                                |
|------------------------------------------------------------------------------------|--------------------------------------------------------|
| David J. Rock, Managing Member<br><b>OFFICER: CEO, President</b>                   | 37W600 York Lane<br>Elgin, IL 60123                    |
| Brian T. Rausch, Member<br><b>OFFICER: COO, Exec VP, Secretary, Treasurer</b>      | 711 East Suffield Drive<br>Arlington Heights, IL 60004 |
| John W. Dwyer, Member                                                              | 2257 North Wayne Ave., 2D<br>Chicago, IL 60614         |
| Peter D. Nielsen, Member<br><b>OFFICER: EEO Officer, Vice President, Secretary</b> | 14475 Eighteenth Fairway<br>Milton, GA 30004           |
| Matthew D. Rock, Member                                                            | 3689 Peregrine Way<br>Elgin, IL 60124                  |
| Bradley P. Ryan, Member<br><b>OFFICER: Vice President</b>                          | 941 South Hillside Avenue<br>Elmhurst, IL 60126        |
| Joseph M. Saftig, Member<br><b>OFFICER: Vice President</b>                         | 5825 Lucerne Lane<br>Lake in the Hills, IL 60156       |

**OTHER OFFICERS AND DIRECTORS:**

**Ronald F. Marshall, CFO - Chief Financial Officer, Secretary**

**Russell D. Ginn, Vice President, Secretary**

**Lawrence C. Creadon, Director of Utility Operations**



***To all to whom these Presents Shall Come, Greeting:***

*I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

IHC CONSTRUCTION COMPANIES, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 03, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of AUGUST A.D. 2025 .***

**AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND  
IHC CONSTRUCTION COMPANIES, LLC. FOR WATER & SEWER ON-CALL REPAIR SERVICES  
Master Services Agreement**

THIS MASTER SERVICES AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this 13TH day of October, 2025, by and between the VILLAGE OF WESTERN SPRINGS (hereinafter referred to as “Village”) and IHC Construction Companies, LLC. (hereinafter referred to as “Contractor”). Village and Contractor may be referred to in this Agreement individually as a “Party” or jointly as the “Parties”. This Agreement governs all purchased Products and Services, as set forth below, provided by Contractor to the Village.

**WITNESSETH:**

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Services: The Contractor will provide the Services, Products and/or Deliverables set forth in one or more separately defined “Scope of Services” as set forth in each proposal/quote/purchase order form, and further described below:

Provide on-call services, scheduled and unscheduled, to repair, replace, and/or install Village water and sewer utilities throughout the Village of Western Springs. The services to be provided will include, but not be limited to the following: watermain, storm, sanitary, combined sewers, fire hydrants, and/or service line breaks, valve repairs, valve insertion, manholes, and blocked or collapsed sanitary sewer lines, and/or exploratory excavation to locate utilities.

(collectively referred to as the “Services”)

The Contractor’s proposal(s)/quotes/purchase order forms is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). Contractor and Village recognize that Contractor’s Services may include working on various projects for the Village. Contractor shall issue a new Statement of Work and obtain the approval of Village prior to the commencement of any new project. Further, if Village requests or requires any change that either expands or limits the Services or Deliverables defined in the Statement of Work, Contractor will follow the Change Control procedures defined in the Statement of Work. The terms, conditions and specifications set forth in Village’s Master Services Agreement, Request for Qualifications (RFQ), Request for Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor’s proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

- A. Contract Sum: The Contract Sum for the Contractor’s performance of the Services (the “Contract Sum”) shall be calculated as set forth on each Schedule of Fees in subsequent proposals, which shall be incorporated by reference into this Agreement.

To the extent required by applicable Law or requested by the Village, the Contractor must also submit to the Village (all in a form reasonably satisfactory to the Village) with each invoice a sworn statement setting forth all subcontractors, Contractors, agents or any other person or entity with which the Contractor contracts to perform a portion of the Services ( the Contractor Related Parties) retained by



the Contractor in connection with the performance of the Services, together with a lien waiver from the Contractor and each such Contractor Related Party covering the amounts for which payment is then being sought.

- B. Payment: The Village will pay all amounts properly owing to the Contractor as set forth in each invoice pursuant to the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.).
- C. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor and/or any Contractor Related Party, and all such errors or omissions must be corrected by the Contractor at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.
- D. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. To the extent the Illinois Department of Transportation ("IDOT"), the Federal Transit Administration ("FTA") or another governmental agency is providing funding to pay all or a portion of the Contract Sum, this Agreement and the obligation of the Village to pay the Contract Sum is contingent upon approval of this Agreement (if required by the relevant governmental agency) and appropriation of the relevant funding by the relevant governmental agency (which may in turn be contingent upon an appropriation of funds to such governmental agency by the Illinois General Assembly or the federal government). If any such governmental agency fails to approve this Agreement (if approval is required by the governmental agency), appropriate such funding or provide such funding, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Contract Sum and the status of approval of this Agreement by any such agency. In the event of a conflict between this Agreement and any funding agreement between the Village and a governmental agency providing funding to pay all or a portion of the Contract Sum, the terms of such funding agreement will control.
- E. Records. The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 740 Hillgrove Avenue, Western Springs, IL 60558. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

- 3. Contract Documents: This Agreement is a Master Services Agreement and shall be the agreement for all projects authorized by the Village. This Agreement shall be authorized in writing by the Village by a proposal, which shall be attached hereto as Exhibit A and made a part of this Agreement for each project authorized. As specific projects are authorized pursuant to this Master Agreement, such additional projects shall be authorized by subsequent proposals, each of which shall be marked Exhibit B and attached to this Agreement as Exhibit B. The term "Contract Documents" means and includes, but is not limited to, this Agreement and any subsequent incorporated Exhibit B.

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Term: The Contract commences on the date it is fully executed by all Parties and terminates on October 13, 2028 (hereinafter the “Term”), with an option to extend for two (2) additional term(s) of twelve (12) month(s) through 2030 at the Village's discretion, barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village.
  - A. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon fifteen (15) days prior written notice to the Contractor. In the event that the Agreement is so terminated, and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor’s Proposal.
5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
  - A. Time is of the essence in this Contract. This Agreement shall commence on the date of execution. The Scope of Services to be performed by the Contractor under the Contract Documents shall commence immediately after receipt of a Notice to Proceed (hereinafter the “Commencement Date”), and shall be completed no later than by the agreed upon time frame per proposal for each event (hereinafter the “Completion Date”), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor or Contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
  - B. Progress Reports. If requested by the Village, the Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village’s compliance with any federal, state, or local regulations (if applicable).
5. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:  
Name: Matthew Supert  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558

To the Contractor:  
Name: David J. Rock  
Company: IHC Construction Companies LLC.  
Address: 385 Airport Rd., Suite 100  
City, State, Zip: Elgin, IL 60123

Telephone: (708) 246-1800 ext. 205  
Facsimile: 708-246-0284  
e-mail: msupert@wsprings.com

Telephone: (847) 742-1516  
Facsimile: (847) 742-6610  
e-mail: DRock@IHCCConstruction.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Contractor shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
  - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
  - B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.
  - C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
  - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
  - E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.
11. Insurance:
  - A. Prior to Commencement of Work:
    - (i) Prior to commencement of any Services under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below. Contractor shall not start the Services

contemplated by the Contract until Contractor has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Western Springs and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Western Springs, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor’s work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Western Springs and its officers, officials, employees, agents and/or volunteers.
- (c) The Contractor’s insurance coverage shall be primary and non-contributory as respects the Village of Western Springs and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Western Springs and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Western Springs and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Contractor’s insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- (f) 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 of Western Springs, and its officers, officials, employees, agents and volunteers” as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Western Springs, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 “Any Auto”:  
\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iii) Workers’ Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Western Springs, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.

- (iv) Professional Liability:
    - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
    - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
  - (v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.
  - (vi) ☐ Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financials losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Western Springs.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
    - (a) Allowing work by Contractor or any to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
    - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
  - (ii) Each insurance policy required shall have the Village of Western Springs expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  - (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Western Springs with certificates of insurance naming the "Village of Western Springs, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), 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 certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
- ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.



- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, 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.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
- L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor and any

Contractor Related Parties of the Services and other duties and obligations under this Agreement, (ii) any act or omission to act by the Contractor, any Contractor Related Parties, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case.

In addition to the indemnification provided above, Contractor will indemnify, defend and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Deliverables or other materials supplied to the Village or used by the Village in the manner recommended by the Contractor, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any other party pursuant to any common law or case.

- B. 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 elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Confidential Information. "Confidential Information" shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Contractor in the course of its performance of Services hereunder. Confidential Information will include Deliverables, business plans, forecasts, projections, analyses, Village employee and vendor information, software (including all documentation and codes), hardware and system designs, architectures and protocols, specifications, manufacturing, logistic and sale processes.
- B. Use of Confidential Information. The Contractor (i) will use Confidential Information only in connection with Contractor's performance of the Services, and (ii) will not disclose Confidential Information except to the Contractor's employees and Contractor Related Parties to the extent such employees or Contractor Related Parties need to know such Confidential Information in connection with the performance of the Services. In addition to the requirements of the foregoing sentence, if the

Contractor wishes to disclose Confidential Information to a Contractor Related Party, the Village must first consent to such disclosure and the Contractor Related Party must agree in writing to be bound by the terms and conditions of this Paragraph 13, in a document satisfactory to the Village. The Contractor will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Contractor, including Contractor's employees and Contractor Related Parties. This section does not apply to any information that (a) the Contractor can demonstrate that it possessed prior to the date of this Agreement without obligation of confidentiality, (b) the Contractor develops independently without use of any Confidential Information, (c) the Contractor rightfully receives from a third party without any obligation of confidentiality to such third party, (d) is or becomes publicly available without breach of this Agreement, or (e) must be disclosed as required under applicable Law; provided, however, that the Contractor must give the Village reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the Village to limit the nature or scope of the disclosure.

- C. Authority Confidential Information. The Contractor understands and acknowledges that the Village may use software provided in connection with this Agreement in connection with Confidential Information of the Village. Any such use of software shall not alter the Contractor's obligations and the Village's rights with respect to Confidential Information described in Section 13.B above.

- 14. Standard of Performance: The Contractor must perform all Services required of it under this Agreement in accordance with the practices, methods, standards, degree of judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) nationally recognized professionals of good standing who are performing work which is of similar scope, nature and complexity as the Services (the "Professional Standard"). All Services shall be performed by the Contractor in a prompt and expeditious manner and the Contractor shall be responsible for all Services provided under this Agreement whether such Services are provided by the Contractor or by Contractor Related Parties hired by the Contractor. The Contractor will perform the Services promptly and without unreasonable delay and will give all Services such priority as is necessary to cause the Services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices and standards. The Contractor and any Contractor Related Party must be suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement and the Professional Standard. To the extent required by any laws, the Contractor and all Contractor Related Parties must be suitably licensed or certified to perform the Services. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
- B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.

- D. Certification to Enter into Public Contracts: The Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
  - E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
  - F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
  - G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
  - H. Interest of Professional Services Provider and Employees. Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
  - I. The Contractor shall provide a performance bond in the amount of \$25,000.
15. No Conflicts of Interest: The Contractor warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: In the performance of the Services, the Contractor shall comply, and must cause any Contractor Related Party to comply, and must ensure that the Services comply, with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.
17. Employment Conditions: Equal Employment Opportunity Clause. In the event of the Contractor ’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 et seq.) (the “Human Rights Act”) or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (for the purposes of this Article 10, the “Department”), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, 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. During the performance of this Agreement, the Contractor agrees as follows:
- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, 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) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department'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) That, 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 on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will 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 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 Department and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the Village and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement's obligations are undertaken or assumed so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause 10.1 by such subcontractors, and it will promptly notify the Village and the Department in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Public Works Employment Discrimination Act:** The Contractor certifies and agrees that it will comply with the Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.). In confirmation and furtherance of the foregoing, the Contractor agrees that no person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Human Rights Act, nor be subjected 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, including without limitation, the Services to be provided pursuant to this Agreement.

**Drug-Free Workplace:** The Contractor certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.) and that it will comply with all provisions thereof.



Disadvantaged Business Enterprise Assurance: In accordance with 49 CFR Part 26.13(a), as amended, the Contractor assures the Village that it shall not discriminate on the basis of race, color, national origin or sex in the implementation of the Services and in the award and performance of any subcontract or other third party contract supported with Federal assistance derived from the U.S. Department of Transportation (“USDOT”) or in the administration of its Disadvantaged Business Enterprise (“DBE”) program, if required pursuant to 49 CFR Part 26, as amended, or the requirements of 49 CFR Part 26, as amended. The Contractor assures the Village that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all subcontracts and third party contracts supported with Federal assistance derived from USDOT. The Contractor’s DBE program, if required by 49 CFR Part 26, as amended, is incorporated by reference and made a part of this Agreement for the purposes of any Federal assistance awarded by the FTA or USDOT. If required by 49 CFR Part 26, as amended, implementation of such a DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Contractor of its failure to implement its approved DBE program, if required by 49 CFR Part 26, as amended, USDOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq., as amended. The Contractor further agrees to comply with all reasonable procedural, reporting and invoicing requirements that the Village may now or hereafter establish in order to comply with the DBE laws, rules and requirements that may apply to the Village and/or to this Agreement.

18. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its Contractor Related Parties agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Western Springs will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and

reviewing the information. Vendor 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) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, 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.

21. Independent Contractor : It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.
22. Duration: This Master Services Agreement shall be in effect for a term of three (3) years, but the obligations of the Contractor under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon fifteen (15) days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal. Without invalidating this Agreement or any other Scope of Work in progress at the time, any single Scope of Work may be terminated upon fifteen (15) days' notice to Contractor, and neither Party shall have any further liability thereunder.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto.

31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the Parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
32. No Liability of Public Officials: No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee or Contractor Related Parties, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the Village's execution or attempted execution, or because of any breach hereof.
33. No Liability of Funding Agencies: IDOT, the FTA and any other governmental agencies providing funding to pay all or a portion of the Contract Sum will not be subject to any obligations or liabilities by or to the Contractor or Contractor Related Parties in connection with the Services, notwithstanding any concurrence in the retention or solicitation of the Contractor or Contractor Related Parties
34. Developments and Intellectual Property Rights:
1. All concepts, works, information, data, computer programs and other ideas and materials developed, invented, prepared or discovered by the Contractor or any of its employees, agents or Contractor Related Parties, either alone or in collaboration with others, which relate to the actual or anticipated activities, business or research of the Village, which result from or are suggested by the Services or any other work the Contractor or the Contractor Related Parties may do for the Village, or which result from use of the Village's premises or property (collectively, the "Developments") and any trademark, trade secret, copyright, patent, common law right, title or slogan or any other proprietary right ("Proprietary Rights") in such Developments will be the sole property of the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding). The Contractor hereby assigns (and agrees to cause all Contractor Related Parties to assign) to the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) the Contractor's (or the Contractor Related Parties') entire right and interest in any such Development, and will execute (or cause the Contractor Related Parties to execute) any documents in connection therewith that the Village may reasonably request; provided that to the fullest extent permissible by applicable Law, any and all copyrightable aspects of the Developments will be considered "works made for hire." The Contractor agrees to enter into agreements with all of its Contractor Related Parties necessary to establish the Village's ownership in the Developments (and the ownership in the Developments of IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)), and the Contractor agrees to provide the Village with copies of such agreements if requested by the Village. The foregoing does not apply to any inventions that the Contractor made prior to the Contractor's retention by the Village, or to any inventions that the Contractor develops without using any of the Village's equipment, supplies, facilities or Confidential Information and that do not relate to the Services or the Village's business or research, or the Services the Contractor performs for the Village. The Contractor hereby grants to the Village (and IDOT (to the extent IDOT is providing funding for all or any portion of

the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) a perpetual, irrevocable, worldwide, non-exclusive right and license, with the right to sublicense, to use all materials, software, technology, data or other goods or services, that are not Developments but that are required to use fully and completely the Developments. The Contractor will provide to the Village materials that are not Developments only to the extent the Contractor has the right to make the foregoing license.

2. This Agreement will not preclude the Contractor from using its general knowledge, skills and experience for its other clients, provided that the Contractor does not use in connection therewith any Developments or Confidential Information
  3. At all times during the term of this Agreement, upon request from the Village and upon termination or expiration of this Agreement, the Contractor will immediately provide to the Village the then-current version of any Developments in the Contractor's possession, indexed and arranged to the satisfaction of the Village.
35. Joint and Several Liability. In the event that the Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Contractor will be the joint and several obligation and undertaking of each such individual or other legal entity.
36. No Waiver No course of dealing or failure of the Village and/or the Contractor to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or other term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONTRACTOR: IHC CONSTRUCTION  
COMPANIES, LLC.

VILLAGE OF WESTERN SPRINGS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: David J. Rock

Name: \_\_\_\_\_

Its PRESIDENT and Authorized Agent

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

EXHIBIT A  
[ATTACH]

Scope of Work as set forth in Contractor's Proposal(s) dated August 28, 2025  
and/or in Village Water & Sewer On-Call Repair Services RFQ, dated August 14, 2025

EXHIBIT B  
[ATTACH IF REQUIRED]  
Schedule of Fees

**AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND  
ANCHOR HEAVY CIVIL, LLC FOR WATER & SEWER ON-CALL REPAIR SERVICES  
Master Services Agreement**

THIS MASTER SERVICES AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this 13TH day of October, 2025, by and between the VILLAGE OF WESTERN SPRINGS (hereinafter referred to as “Village”) and ANCHOR HEAVY CIVIL, LLC (hereinafter referred to as “Contractor”). Village and Contractor may be referred to in this Agreement individually as a “Party” or jointly as the “Parties”. This Agreement governs all purchased Products and Services, as set forth below, provided by Contractor to the Village.

**WITNESSETH:**

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Services:** The Contractor will provide the Services, Products and/or Deliverables set forth in one or more separately defined “Scope of Services” as set forth in each proposal/quote/purchase order form, and further described below:

Provide on-call services, scheduled and unscheduled, to repair, replace, and/or install Village water and sewer utilities throughout the Village of Western Springs. The services to be provided will include, but not be limited to the following: watermain, storm, sanitary, combined sewers, fire hydrants, and/or service line breaks, valve repairs, valve insertion, manholes, and blocked or collapsed sanitary sewer lines, and/or exploratory excavation to locate utilities.

(collectively referred to as the “Services”)

The Contractor’s proposal(s)/quotes/purchase order forms is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). Contractor and Village recognize that Contractor’s Services may include working on various projects for the Village. Contractor shall issue a new Statement of Work and obtain the approval of Village prior to the commencement of any new project. Further, if Village requests or requires any change that either expands or limits the Services or Deliverables defined in the Statement of Work, Contractor will follow the Change Control procedures defined in the Statement of Work. The terms, conditions and specifications set forth in Village’s Master Services Agreement, Request for Qualifications (RFQ), Request for Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor’s proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall control.

2. **Payment:**

- A. **Contract Sum:** The Contract Sum for the Contractor’s performance of the Services (the “Contract Sum”) shall be calculated as set forth on each Schedule of Fees in subsequent proposals, which shall be incorporated by reference into this Agreement.

To the extent required by applicable Law or requested by the Village, the Contractor must also submit to the Village (all in a form reasonably satisfactory to the Village) with each invoice a sworn statement setting forth all subcontractors, Contractors, agents or any other person or entity with which the Contractor contracts to perform a portion of the Services ( the Contractor Related Parties) retained by the Contractor in connection with the performance of the Services, together with a lien waiver from the



Contractor and each such Contractor Related Party covering the amounts for which payment is then being sought.

- B. Payment: The Village will pay all amounts properly owing to the Contractor as set forth in each invoice pursuant to the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.).
- C. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor and/or any Contractor Related Party, and all such errors or omissions must be corrected by the Contractor at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.
- D. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. To the extent the Illinois Department of Transportation ("IDOT"), the Federal Transit Administration ("FTA") or another governmental agency is providing funding to pay all or a portion of the Contract Sum, this Agreement and the obligation of the Village to pay the Contract Sum is contingent upon approval of this Agreement (if required by the relevant governmental agency) and appropriation of the relevant funding by the relevant governmental agency (which may in turn be contingent upon an appropriation of funds to such governmental agency by the Illinois General Assembly or the federal government). If any such governmental agency fails to approve this Agreement (if approval is required by the governmental agency), appropriate such funding or provide such funding, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Contract Sum and the status of approval of this Agreement by any such agency. In the event of a conflict between this Agreement and any funding agreement between the Village and a governmental agency providing funding to pay all or a portion of the Contract Sum, the terms of such funding agreement will control.
- E. Records. The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 740 Hillgrove Avenue, Western Springs, IL 60558. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

- 3. Contract Documents: This Agreement is a Master Services Agreement and shall be the agreement for all projects authorized by the Village. This Agreement shall be authorized in writing by the Village by a proposal, which shall be attached hereto as Exhibit A and made a part of this Agreement for each project authorized. As specific projects are authorized pursuant to this Master Agreement, such additional projects shall be authorized by subsequent proposals, each of which shall be marked Exhibit B and attached to this Agreement as Exhibit B. The term "Contract Documents" means and includes, but is not limited to, this Agreement and any subsequent incorporated Exhibit B.

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Term: The Contract commences on the date it is fully executed by all Parties and terminates on October 13, 2028 (hereinafter the “Term”), with an option to extend for two (2) additional term(s) of twelve (12) month(s) through 2030 at the Village's discretion, barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village.
  - A. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon fifteen (15) days prior written notice to the Contractor. In the event that the Agreement is so terminated, and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor’s Proposal.
5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
  - A. Time is of the essence in this Contract. This Agreement shall commence on the date of execution. The Scope of Services to be performed by the Contractor under the Contract Documents shall commence immediately after receipt of a Notice to Proceed (hereinafter the “Commencement Date”), and shall be completed no later than by the agreed upon time frame per proposal for each event (hereinafter the “Completion Date”), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor or Contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
  - B. Progress Reports. If requested by the Village, the Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village’s compliance with any federal, state, or local regulations (if applicable).
5. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:  
Name: Matthew Supert  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558  
Telephone: (708) 246-1800 ext. 205

To the Contractor:  
Name: Collin Quinn, P.E.  
Company: Anchor Heavy Civil, LLC  
Address: 312 N. May St., Suite 100  
City, State, Zip: Chicago, IL 60607  
Telephone: (312) 404-8168

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Contractor shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
  - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
  - B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.
  - C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
  - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
  - E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.
11. Insurance:
  - A. Prior to Commencement of Work:
    - (i) Prior to commencement of any Services under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below. Contractor shall not start the Services contemplated by the Contract until Contractor has obtained all insurance required under this

Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Western Springs and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Western Springs, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor’s work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Western Springs and its officers, officials, employees, agents and/or volunteers.
- (c) The Contractor’s insurance coverage shall be primary and non-contributory as respects the Village of Western Springs and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Western Springs and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Western Springs and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Contractor’s insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- (f) 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 of Western Springs, and its officers, officials, employees, agents and volunteers” as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Western Springs, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 “Any Auto”:  
\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iii) Workers’ Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Western Springs, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.

(iv) Professional Liability:

- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

- (vi) ☐ Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financials losses.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Western Springs.

D. All Coverages:

- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
  - (a) Allowing work by Contractor or any to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Western Springs expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Contractor shall furnish the Village of Western Springs with certificates of insurance naming the "Village of Western Springs, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), 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 certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

- ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.



- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, 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.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
- L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor and any

Contractor Related Parties of the Services and other duties and obligations under this Agreement, (ii) any act or omission to act by the Contractor, any Contractor Related Parties, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case.

In addition to the indemnification provided above, Contractor will indemnify, defend and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Deliverables or other materials supplied to the Village or used by the Village in the manner recommended by the Contractor, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any other party pursuant to any common law or case.

- B. 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 elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Confidential Information. "Confidential Information" shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Contractor in the course of its performance of Services hereunder. Confidential Information will include Deliverables, business plans, forecasts, projections, analyses, Village employee and vendor information, software (including all documentation and codes), hardware and system designs, architectures and protocols, specifications, manufacturing, logistic and sale processes.
- B. Use of Confidential Information. The Contractor (i) will use Confidential Information only in connection with Contractor's performance of the Services, and (ii) will not disclose Confidential Information except to the Contractor's employees and Contractor Related Parties to the extent such employees or Contractor Related Parties need to know such Confidential Information in connection with the performance of the Services. In addition to the requirements of the foregoing sentence, if the

Contractor wishes to disclose Confidential Information to a Contractor Related Party, the Village must first consent to such disclosure and the Contractor Related Party must agree in writing to be bound by the terms and conditions of this Paragraph 13, in a document satisfactory to the Village. The Contractor will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Contractor, including Contractor's employees and Contractor Related Parties. This section does not apply to any information that (a) the Contractor can demonstrate that it possessed prior to the date of this Agreement without obligation of confidentiality, (b) the Contractor develops independently without use of any Confidential Information, (c) the Contractor rightfully receives from a third party without any obligation of confidentiality to such third party, (d) is or becomes publicly available without breach of this Agreement, or (e) must be disclosed as required under applicable Law; provided, however, that the Contractor must give the Village reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the Village to limit the nature or scope of the disclosure.

C. Authority Confidential Information. The Contractor understands and acknowledges that the Village may use software provided in connection with this Agreement in connection with Confidential Information of the Village. Any such use of software shall not alter the Contractor's obligations and the Village's rights with respect to Confidential Information described in Section 13.B above.

14. Standard of Performance: The Contractor must perform all Services required of it under this Agreement in accordance with the practices, methods, standards, degree of judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) nationally recognized professionals of good standing who are performing work which is of similar scope, nature and complexity as the Services (the "Professional Standard"). All Services shall be performed by the Contractor in a prompt and expeditious manner and the Contractor shall be responsible for all Services provided under this Agreement whether such Services are provided by the Contractor or by Contractor Related Parties hired by the Contractor. The Contractor will perform the Services promptly and without unreasonable delay and will give all Services such priority as is necessary to cause the Services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices and standards. The Contractor and any Contractor Related Party must be suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement and the Professional Standard. To the extent required by any laws, the Contractor and all Contractor Related Parties must be suitably licensed or certified to perform the Services. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.

- D. Certification to Enter into Public Contracts: The Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
  - E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
  - F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
  - G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
  - H. Interest of Professional Services Provider and Employees. Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
  - I. The Contractor shall provide a performance bond in the amount of \$25,000.
15. No Conflicts of Interest: The Contractor warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: In the performance of the Services, the Contractor shall comply, and must cause any Contractor Related Party to comply, and must ensure that the Services comply, with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.
17. Employment Conditions: Equal Employment Opportunity Clause. In the event of the Contractor’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 et seq.) (the “Human Rights Act”) or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (for the purposes of this Article 10, the “Department”), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, 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. During the performance of this Agreement, the Contractor agrees as follows:
- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, 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) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department'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) That, 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 on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will 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 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 Department and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the Village and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement's obligations are undertaken or assumed so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause 10.1 by such subcontractors, and it will promptly notify the Village and the Department in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Public Works Employment Discrimination Act:** The Contractor certifies and agrees that it will comply with the Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.). In confirmation and furtherance of the foregoing, the Contractor agrees that no person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Human Rights Act, nor be subjected 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, including without limitation, the Services to be provided pursuant to this Agreement.

**Drug-Free Workplace:** The Contractor certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.) and that it will comply with all provisions thereof.



Disadvantaged Business Enterprise Assurance: In accordance with 49 CFR Part 26.13(a), as amended, the Contractor assures the Village that it shall not discriminate on the basis of race, color, national origin or sex in the implementation of the Services and in the award and performance of any subcontract or other third party contract supported with Federal assistance derived from the U.S. Department of Transportation (“USDOT”) or in the administration of its Disadvantaged Business Enterprise (“DBE”) program, if required pursuant to 49 CFR Part 26, as amended, or the requirements of 49 CFR Part 26, as amended. The Contractor assures the Village that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all subcontracts and third party contracts supported with Federal assistance derived from USDOT. The Contractor’s DBE program, if required by 49 CFR Part 26, as amended, is incorporated by reference and made a part of this Agreement for the purposes of any Federal assistance awarded by the FTA or USDOT. If required by 49 CFR Part 26, as amended, implementation of such a DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Contractor of its failure to implement its approved DBE program, if required by 49 CFR Part 26, as amended, USDOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq., as amended. The Contractor further agrees to comply with all reasonable procedural, reporting and invoicing requirements that the Village may now or hereafter establish in order to comply with the DBE laws, rules and requirements that may apply to the Village and/or to this Agreement.

18. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its Contractor Related Parties agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Western Springs will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and

reviewing the information. Vendor 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) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, 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.

21. Independent Contractor : It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.
22. Duration: This Master Services Agreement shall be in effect for a term of three (3) years, but the obligations of the Contractor under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon fifteen (15) days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal. Without invalidating this Agreement or any other Scope of Work in progress at the time, any single Scope of Work may be terminated upon fifteen (15) days' notice to Contractor, and neither Party shall have any further liability thereunder.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto.

31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the Parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
32. No Liability of Public Officials: No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee or Contractor Related Parties, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the Village's execution or attempted execution, or because of any breach hereof.
33. No Liability of Funding Agencies: IDOT, the FTA and any other governmental agencies providing funding to pay all or a portion of the Contract Sum will not be subject to any obligations or liabilities by or to the Contractor or Contractor Related Parties in connection with the Services, notwithstanding any concurrence in the retention or solicitation of the Contractor or Contractor Related Parties
34. Developments and Intellectual Property Rights:
1. All concepts, works, information, data, computer programs and other ideas and materials developed, invented, prepared or discovered by the Contractor or any of its employees, agents or Contractor Related Parties, either alone or in collaboration with others, which relate to the actual or anticipated activities, business or research of the Village, which result from or are suggested by the Services or any other work the Contractor or the Contractor Related Parties may do for the Village, or which result from use of the Village's premises or property (collectively, the "Developments") and any trademark, trade secret, copyright, patent, common law right, title or slogan or any other proprietary right ("Proprietary Rights") in such Developments will be the sole property of the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding). The Contractor hereby assigns (and agrees to cause all Contractor Related Parties to assign) to the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) the Contractor's (or the Contractor Related Parties') entire right and interest in any such Development, and will execute (or cause the Contractor Related Parties to execute) any documents in connection therewith that the Village may reasonably request; provided that to the fullest extent permissible by applicable Law, any and all copyrightable aspects of the Developments will be considered "works made for hire." The Contractor agrees to enter into agreements with all of its Contractor Related Parties necessary to establish the Village's ownership in the Developments (and the ownership in the Developments of IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)), and the Contractor agrees to provide the Village with copies of such agreements if requested by the Village. The foregoing does not apply to any inventions that the Contractor made prior to the Contractor's retention by the Village, or to any inventions that the Contractor develops without using any of the Village's equipment, supplies, facilities or Confidential Information and that do not relate to the Services or the Village's business or research, or the Services the Contractor performs for the Village. The Contractor hereby grants to the Village (and IDOT (to the extent IDOT is providing funding for all or any portion of

the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) a perpetual, irrevocable, worldwide, non-exclusive right and license, with the right to sublicense, to use all materials, software, technology, data or other goods or services, that are not Developments but that are required to use fully and completely the Developments. The Contractor will provide to the Village materials that are not Developments only to the extent the Contractor has the right to make the foregoing license.

2. This Agreement will not preclude the Contractor from using its general knowledge, skills and experience for its other clients, provided that the Contractor does not use in connection therewith any Developments or Confidential Information
  3. At all times during the term of this Agreement, upon request from the Village and upon termination or expiration of this Agreement, the Contractor will immediately provide to the Village the then-current version of any Developments in the Contractor's possession, indexed and arranged to the satisfaction of the Village.
35. Joint and Several Liability. In the event that the Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Contractor will be the joint and several obligation and undertaking of each such individual or other legal entity.
36. No Waiver No course of dealing or failure of the Village and/or the Contractor to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or other term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONTRACTOR: CALUMET CITY PLUMBING  
& HEATING CO., INC.

VILLAGE OF WESTERN SPRINGS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Collin Quinn

Name: \_\_\_\_\_

Its VICE PRESIDENT and Authorized Agent

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

EXHIBIT A  
[ATTACH]

Scope of Work as set forth in Contractor's Proposal(s) dated August 28, 2025  
and/or in Village Water & Sewer On-Call Repair Services RFQ, dated August 14, 2025

EXHIBIT B  
[ATTACH IF REQUIRED]  
Schedule of Fees

**AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND  
CALUMET CITY PLUMBING & HEATING CO., INC. FOR WATER & SEWER ON-CALL REPAIR  
SERVICES  
Master Services Agreement**

THIS MASTER SERVICES AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this 13TH day of October, 2025, by and between the VILLAGE OF WESTERN SPRINGS (hereinafter referred to as “Village”) and CALUMET CITY PLUMBING & HEATING CO., INC. (hereinafter referred to as “Contractor”). Village and Contractor may be referred to in this Agreement individually as a “Party” or jointly as the “Parties”. This Agreement governs all purchased Products and Services, as set forth below, provided by Contractor to the Village.

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Services: The Contractor will provide the Services, Products and/or Deliverables set forth in one or more separately defined “Scope of Services” as set forth in each proposal/quote/purchase order form, and further described below:

Provide on-call services, scheduled and unscheduled, to repair, replace, and/or install Village water and sewer utilities throughout the Village of Western Springs. The services to be provided will include, but not be limited to the following: watermain, storm, sanitary, combined sewers, fire hydrants, and/or service line breaks, valve repairs, valve insertion, manholes, and blocked or collapsed sanitary sewer lines, and/or exploratory excavation to locate utilities.

(collectively referred to as the “Services”)

The Contractor’s proposal(s)/quotes/purchase order forms is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). Contractor and Village recognize that Contractor's Services may include working on various projects for the Village. Contractor shall issue a new Statement of Work and obtain the approval of Village prior to the commencement of any new project. Further, if Village requests or requires any change that either expands or limits the Services or Deliverables defined in the Statement of Work, Contractor will follow the Change Control procedures defined in the Statement of Work. The terms, conditions and specifications set forth in Village’s Master Services Agreement, Request for Qualifications (RFQ), Request for Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor’s proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

- A. Contract Sum: The Contract Sum for the Contractor’s performance of the Services (the “Contract Sum”) shall be calculated as set forth on each Schedule of Fees in subsequent proposals, which shall be incorporated by reference into this Agreement.

To the extent required by applicable Law or requested by the Village, the Contractor must also submit to the Village (all in a form reasonably satisfactory to the Village) with each invoice a sworn statement setting forth all subcontractors, Contractors, agents or any other person or entity with which the Contractor contracts to perform a portion of the Services ( the Contractor Related Parties) retained by



the Contractor in connection with the performance of the Services, together with a lien waiver from the Contractor and each such Contractor Related Party covering the amounts for which payment is then being sought.

- B. Payment: The Village will pay all amounts properly owing to the Contractor as set forth in each invoice pursuant to the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.).
- C. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor and/or any Contractor Related Party, and all such errors or omissions must be corrected by the Contractor at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.
- D. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. To the extent the Illinois Department of Transportation ("IDOT"), the Federal Transit Administration ("FTA") or another governmental agency is providing funding to pay all or a portion of the Contract Sum, this Agreement and the obligation of the Village to pay the Contract Sum is contingent upon approval of this Agreement (if required by the relevant governmental agency) and appropriation of the relevant funding by the relevant governmental agency (which may in turn be contingent upon an appropriation of funds to such governmental agency by the Illinois General Assembly or the federal government). If any such governmental agency fails to approve this Agreement (if approval is required by the governmental agency), appropriate such funding or provide such funding, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Contract Sum and the status of approval of this Agreement by any such agency. In the event of a conflict between this Agreement and any funding agreement between the Village and a governmental agency providing funding to pay all or a portion of the Contract Sum, the terms of such funding agreement will control.
- E. Records. The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 740 Hillgrove Avenue, Western Springs, IL 60558. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

- 3. Contract Documents: This Agreement is a Master Services Agreement and shall be the agreement for all projects authorized by the Village. This Agreement shall be authorized in writing by the Village by a proposal, which shall be attached hereto as Exhibit A and made a part of this Agreement for each project authorized. As specific projects are authorized pursuant to this Master Agreement, such additional projects shall be authorized by subsequent proposals, each of which shall be marked Exhibit B and attached to this Agreement as Exhibit B. The term "Contract Documents" means and includes, but is not limited to, this Agreement and any subsequent incorporated Exhibit B.

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Term: The Contract commences on the date it is fully executed by all Parties and terminates on October 13, 2028 (hereinafter the “Term”), with an option to extend for two (2) additional term(s) of twelve (12) month(s) through 2030 at the Village's discretion, barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village.
  - A. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon fifteen (15) days prior written notice to the Contractor. In the event that the Agreement is so terminated, and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor’s Proposal.
5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
  - A. Time is of the essence in this Contract. This Agreement shall commence on the date of execution. The Scope of Services to be performed by the Contractor under the Contract Documents shall commence immediately after receipt of a Notice to Proceed (hereinafter the “Commencement Date”), and shall be completed no later than by the agreed upon time frame per proposal for each event (hereinafter the “Completion Date”), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor or Contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
  - B. Progress Reports. If requested by the Village, the Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village’s compliance with any federal, state, or local regulations (if applicable).
5. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:  
Name: Matthew Supert  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558

To the Contractor:  
Name: Moe Giglio  
Company: Calumet City Plumbing & Heating Co., Inc.  
Address: 281 River Oaks Drive, P.O. Box #150  
City, State, Zip: Calumet City, IL 60409

Telephone: (708) 246-1800 ext. 205  
Facsimile: 708-246-0284  
e-mail: msupert@wsprings.com

Telephone: (708) 868-0074  
Facsimile: (708) 868-0102  
e-mail: moe@ccp1967.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Contractor shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
  - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
  - B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.
  - C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
  - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
  - E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.
11. Insurance:
  - A. Prior to Commencement of Work:
    - (i) Prior to commencement of any Services under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below. Contractor shall not start the Services

contemplated by the Contract until Contractor has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Western Springs and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Western Springs, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor’s work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Western Springs and its officers, officials, employees, agents and/or volunteers.
- (c) The Contractor’s insurance coverage shall be primary and non-contributory as respects the Village of Western Springs and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Western Springs and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Western Springs and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Contractor’s insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- (f) 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 of Western Springs, and its officers, officials, employees, agents and volunteers” as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Western Springs, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 “Any Auto”:  
\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iii) Workers’ Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Western Springs, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.

- (iv) Professional Liability:
    - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
    - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
  - (v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.
  - (vi) ☐ Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financials losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Western Springs.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
    - (a) Allowing work by Contractor or any to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
    - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
  - (ii) Each insurance policy required shall have the Village of Western Springs expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  - (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Western Springs with certificates of insurance naming the "Village of Western Springs, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), 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 certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
- ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.



- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, 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.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
- L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor and any

Contractor Related Parties of the Services and other duties and obligations under this Agreement, (ii) any act or omission to act by the Contractor, any Contractor Related Parties, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case.

In addition to the indemnification provided above, Contractor will indemnify, defend and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Deliverables or other materials supplied to the Village or used by the Village in the manner recommended by the Contractor, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any other party pursuant to any common law or case.

- B. 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 elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Confidential Information. "Confidential Information" shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Contractor in the course of its performance of Services hereunder. Confidential Information will include Deliverables, business plans, forecasts, projections, analyses, Village employee and vendor information, software (including all documentation and codes), hardware and system designs, architectures and protocols, specifications, manufacturing, logistic and sale processes.
- B. Use of Confidential Information. The Contractor (i) will use Confidential Information only in connection with Contractor's performance of the Services, and (ii) will not disclose Confidential Information except to the Contractor's employees and Contractor Related Parties to the extent such employees or Contractor Related Parties need to know such Confidential Information in connection with the performance of the Services. In addition to the requirements of the foregoing sentence, if the

Contractor wishes to disclose Confidential Information to a Contractor Related Party, the Village must first consent to such disclosure and the Contractor Related Party must agree in writing to be bound by the terms and conditions of this Paragraph 13, in a document satisfactory to the Village. The Contractor will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Contractor, including Contractor's employees and Contractor Related Parties. This section does not apply to any information that (a) the Contractor can demonstrate that it possessed prior to the date of this Agreement without obligation of confidentiality, (b) the Contractor develops independently without use of any Confidential Information, (c) the Contractor rightfully receives from a third party without any obligation of confidentiality to such third party, (d) is or becomes publicly available without breach of this Agreement, or (e) must be disclosed as required under applicable Law; provided, however, that the Contractor must give the Village reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the Village to limit the nature or scope of the disclosure.

C. Authority Confidential Information. The Contractor understands and acknowledges that the Village may use software provided in connection with this Agreement in connection with Confidential Information of the Village. Any such use of software shall not alter the Contractor's obligations and the Village's rights with respect to Confidential Information described in Section 13.B above.

14. Standard of Performance: The Contractor must perform all Services required of it under this Agreement in accordance with the practices, methods, standards, degree of judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) nationally recognized professionals of good standing who are performing work which is of similar scope, nature and complexity as the Services (the "Professional Standard"). All Services shall be performed by the Contractor in a prompt and expeditious manner and the Contractor shall be responsible for all Services provided under this Agreement whether such Services are provided by the Contractor or by Contractor Related Parties hired by the Contractor. The Contractor will perform the Services promptly and without unreasonable delay and will give all Services such priority as is necessary to cause the Services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices and standards. The Contractor and any Contractor Related Party must be suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement and the Professional Standard. To the extent required by any laws, the Contractor and all Contractor Related Parties must be suitably licensed or certified to perform the Services. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.

- D. Certification to Enter into Public Contracts: The Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees. Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
- I. The Contractor shall provide a performance bond in the amount of \$25,000.
15. No Conflicts of Interest: The Contractor warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: In the performance of the Services, the Contractor shall comply, and must cause any Contractor Related Party to comply, and must ensure that the Services comply, with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.
17. Employment Conditions: Equal Employment Opportunity Clause. In the event of the Contractor’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 et seq.) (the “Human Rights Act”) or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (for the purposes of this Article 10, the “Department”), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, 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. During the performance of this Agreement, the Contractor agrees as follows:
- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, 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) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department'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) That, 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 on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will 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 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 Department and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the Village and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement's obligations are undertaken or assumed so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause 10.1 by such subcontractors, and it will promptly notify the Village and the Department in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Public Works Employment Discrimination Act:** The Contractor certifies and agrees that it will comply with the Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.). In confirmation and furtherance of the foregoing, the Contractor agrees that no person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Human Rights Act, nor be subjected 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, including without limitation, the Services to be provided pursuant to this Agreement.

**Drug-Free Workplace:** The Contractor certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.) and that it will comply with all provisions thereof.



Disadvantaged Business Enterprise Assurance: In accordance with 49 CFR Part 26.13(a), as amended, the Contractor assures the Village that it shall not discriminate on the basis of race, color, national origin or sex in the implementation of the Services and in the award and performance of any subcontract or other third party contract supported with Federal assistance derived from the U.S. Department of Transportation (“USDOT”) or in the administration of its Disadvantaged Business Enterprise (“DBE”) program, if required pursuant to 49 CFR Part 26, as amended, or the requirements of 49 CFR Part 26, as amended. The Contractor assures the Village that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all subcontracts and third party contracts supported with Federal assistance derived from USDOT. The Contractor’s DBE program, if required by 49 CFR Part 26, as amended, is incorporated by reference and made a part of this Agreement for the purposes of any Federal assistance awarded by the FTA or USDOT. If required by 49 CFR Part 26, as amended, implementation of such a DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Contractor of its failure to implement its approved DBE program, if required by 49 CFR Part 26, as amended, USDOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq., as amended. The Contractor further agrees to comply with all reasonable procedural, reporting and invoicing requirements that the Village may now or hereafter establish in order to comply with the DBE laws, rules and requirements that may apply to the Village and/or to this Agreement.

18. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its Contractor Related Parties agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Western Springs will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and

reviewing the information. Vendor 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) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, 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.

21. Independent Contractor : It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.
22. Duration: This Master Services Agreement shall be in effect for a term of three (3) years, but the obligations of the Contractor under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon fifteen (15) days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal. Without invalidating this Agreement or any other Scope of Work in progress at the time, any single Scope of Work may be terminated upon fifteen (15) days' notice to Contractor, and neither Party shall have any further liability thereunder.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto.

31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the Parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
32. No Liability of Public Officials: No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee or Contractor Related Parties, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the Village's execution or attempted execution, or because of any breach hereof.
33. No Liability of Funding Agencies: IDOT, the FTA and any other governmental agencies providing funding to pay all or a portion of the Contract Sum will not be subject to any obligations or liabilities by or to the Contractor or Contractor Related Parties in connection with the Services, notwithstanding any concurrence in the retention or solicitation of the Contractor or Contractor Related Parties
34. Developments and Intellectual Property Rights:
1. All concepts, works, information, data, computer programs and other ideas and materials developed, invented, prepared or discovered by the Contractor or any of its employees, agents or Contractor Related Parties, either alone or in collaboration with others, which relate to the actual or anticipated activities, business or research of the Village, which result from or are suggested by the Services or any other work the Contractor or the Contractor Related Parties may do for the Village, or which result from use of the Village's premises or property (collectively, the "Developments") and any trademark, trade secret, copyright, patent, common law right, title or slogan or any other proprietary right ("Proprietary Rights") in such Developments will be the sole property of the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding). The Contractor hereby assigns (and agrees to cause all Contractor Related Parties to assign) to the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) the Contractor's (or the Contractor Related Parties') entire right and interest in any such Development, and will execute (or cause the Contractor Related Parties to execute) any documents in connection therewith that the Village may reasonably request; provided that to the fullest extent permissible by applicable Law, any and all copyrightable aspects of the Developments will be considered "works made for hire." The Contractor agrees to enter into agreements with all of its Contractor Related Parties necessary to establish the Village's ownership in the Developments (and the ownership in the Developments of IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)), and the Contractor agrees to provide the Village with copies of such agreements if requested by the Village. The foregoing does not apply to any inventions that the Contractor made prior to the Contractor's retention by the Village, or to any inventions that the Contractor develops without using any of the Village's equipment, supplies, facilities or Confidential Information and that do not relate to the Services or the Village's business or research, or the Services the Contractor performs for the Village. The Contractor hereby grants to the Village (and IDOT (to the extent IDOT is providing funding for all or any portion of

the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) a perpetual, irrevocable, worldwide, non-exclusive right and license, with the right to sublicense, to use all materials, software, technology, data or other goods or services, that are not Developments but that are required to use fully and completely the Developments. The Contractor will provide to the Village materials that are not Developments only to the extent the Contractor has the right to make the foregoing license.

2. This Agreement will not preclude the Contractor from using its general knowledge, skills and experience for its other clients, provided that the Contractor does not use in connection therewith any Developments or Confidential Information
  3. At all times during the term of this Agreement, upon request from the Village and upon termination or expiration of this Agreement, the Contractor will immediately provide to the Village the then-current version of any Developments in the Contractor's possession, indexed and arranged to the satisfaction of the Village.
35. Joint and Several Liability. In the event that the Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Contractor will be the joint and several obligation and undertaking of each such individual or other legal entity.
36. No Waiver No course of dealing or failure of the Village and/or the Contractor to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or other term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONTRACTOR: CALUMET CITY PLUMBING  
& HEATING CO., INC.

VILLAGE OF WESTERN SPRINGS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Moe Giglio

Name: \_\_\_\_\_

Its PRESIDENT and Authorized Agent

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Contractor's Proposal(s) dated August 28, 2025  
and/or in Village Water & Sewer On-Call Repair Services RFQ, dated August 14, 2025

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees

**DRAFT 10-13-25**  
**RESOLUTION NO. 25-**

**VOTE:**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**DATE:** October 13, 2025

**OTHER:** None.

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF MASTER SERVICE  
AGREEMENTS BETWEEN THE VILLAGE OF  
WESTERN SPRINGS AND CALUMET CITY  
PLUMBING, CO., INC. OF CALUMET CITY,  
ILLINOIS, ANCHOR HEAVY CIVIL, LLC OF  
CHICAGO, ILLINOIS, AND IHC CONSTRUCTION  
COMPANIES, LLC OF ELGIN, ILLINOIS.**

**WHEREAS**, the Village of Western Springs ("Village") is a non-home rule municipality pursuant to Section 1 of Article VII of the Constitution of the State of Illinois of 1970. Moreover, Section 10(a) of Article VII of the Constitution of the State of Illinois of 1970 authorizes municipalities to enter into contracts with individuals, associations and corporations in any manner not prohibited by law or by ordinance; and

**WHEREAS**, on August 28, 2025, the Village received qualifications in response to a Request for Qualifications for Sewer and Water On-Call Repair Services, which solicited plumbing services utilized on a supplemental and as-needed basis to enhance the response capabilities of Village staff to issues within the Village's water system, primarily in relation to water main breaks and other emergency events (the "Services"); and

**WHEREAS**, Village staff reviewed the submittals and identified three contractors that met the qualifications of the RFQ, and wishes to enter into Master Service Agreements with those three identified contractors: Calumet City Plumbing Co. Inc., of Calumet City, Illinois, Anchor Heavy Civil, LLC of Chicago, Illinois, and IHC Construction Companies, LLC of Elgin, Illinois, for a term of three (3) years with two optional one year renewals (the "2025 Agreements"); and

**WHEREAS**, copies of the 2025 Agreements are attached hereto as **Group Exhibit "A"** and made a part hereof; and

**WHEREAS**, at its September 8 and October 13, 2025, Regular Village Board Meetings, the President and Board of Trustees of the Village reviewed and discussed the 2025 Agreements, considered the Village staff's recommendation, and provided the public with an opportunity for input regarding the 2025 Agreements. At the October 13, 2025, Regular Village Board Meeting, the President and Board of Trustees accepted the Committee's favorable recommendation to approve and enter into the 2025 Agreements; and

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs and the Contractors have the authority to approve and enter into the attached 2025 Agreements, pursuant to Article VII, Section 10(a) of the Constitution of the State of Illinois of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/ *et seq.*), including Section 8-1-7(b)(2) (Contracts) (65 ILCS 5/8-1-7(b)(2)), Section 11-45.1-1 (Cultural Centers) (65 ILCS 5/11-45.1-1), Section 11-48-1 (Preservation of Historical Documents) (65 ILCS 5/11-48-1) and Sections 11-63-1 and 11-63-10 (Community Buildings and Gymnasiums) (65 ILCS 5/11-63-1; 65 ILCS 5/11-63-10).



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

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

**Section 2: Approval of Agreements and Other Related Documents.** The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the 2025 Agreements, which have the following titles:

1. MASTER SERVICE AGREEMENT BETWEEN CALUMET CITY PLUMBING CO., INC. AND THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (Initial Term: October 13, 2025 to October 13, 2028);
2. MASTER SERVICE AGREEMENT BETWEEN ANCHOR HEAVY CIVIL, LLC, AND THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (Initial Term: October 13, 2025 to October 13, 2028);
3. MASTER SERVICE AGREEMENT BETWEEN IHC CONSTRUCTION COMPANIES, LLC AND THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (Initial Term: October 13, 2025 to October 13, 2028);

The President and Board of Trustees of the Village of Western Springs authorize and direct the Village President and the Village Clerk, or their designees, to execute the final versions of the 2025 Agreements, substantially in the form attached hereto as **"Group Exhibit A,"** which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and to take all actions necessary to fulfill the Village's obligations under the 2025 Agreements.

**Section 3: Approval of Related Expenses.** The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the 2025 Agreements.

**Section 4: Delivery of Signed Documents.** After approval and execution of this Resolution and the 2025 Agreements by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached 2025 Agreements to the Clerk's office and to the Contractors.

**Section 5. Effective Date.** This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

**PASSED** by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Meeting thereof, held on the 13th day of October, 2025, and approved by me as President, and attested by the Village Clerk, on the same day.

---

Heidi Rudolph, Village President

**ATTEST:**

---

Edward Tymick, Village Clerk

**Group Exhibit "A"**

**MASTER SERVICE AGREEMENT BETWEEN  
CALUMET CITY PLUMBING CO., INC. AND THE VILLAGE OF WESTERN SPRINGS, ILLINOIS  
(Initial Term: October 13, 2025 to October 13, 2028)**

**MASTER SERVICE AGREEMENT BETWEEN  
ANCHOR HEAVY CIVIL, LLC, AND THE VILLAGE OF WESTERN SPRINGS, ILLINOIS  
(Initial Term: October 13, 2025 to October 13, 2028)**

**MASTER SERVICE AGREEMENT BETWEEN  
IHC CONSTRUCTION COMPANIES, LLC AND THE VILLAGE OF WESTERN SPRINGS, ILLINOIS  
(Initial Term: October 13, 2025 to October 13, 2028)**

(attached)

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

**CLERK'S CERTIFICATE**

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

RESOLUTION NO. 25-\_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF MASTER SERVICE AGREEMENTS BETWEEN THE VILLAGE OF WESTERN SPRINGS AND CALUMET CITY PLUMBING, CO., INC. OF CALUMET CITY, ILLINOIS, ANCHOR HEAVY CIVIL, LLC OF CHICAGO, ILLINOIS, AND IHC CONSTRUCTION COMPANIES, LLC OF ELGIN, ILLINOIS.**

which was passed by a roll call vote of the Village President and Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 13th day of October, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 13th day of October, 2025.

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Western Springs this \_\_\_\_ day of October, 2025.

\_\_\_\_\_  
Edward Tymick, Village Clerk

[Seal]

# CHANGE ORDER NO.:

Owner: **Village of Western Springs**  
 Engineer: **N/A**  
 Contractor: **Classic Fence, Inc.**  
 Project: **PW/Rec Fence Replacement**  
 Contract Name: **N/A**  
 Date Issued: **04/28/2025**

Owner's Project No.:  
 Engineer's Project No.:  
 Contractor's Project No.:

Resolution: **25-2906**

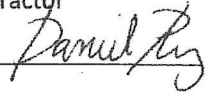
The Contract is modified as follows upon execution of this Change Order:

Description: **Extension of the contract completion date from September 30, 2025 to November 7, 2025**

Attachments:

| Change in Contract Price                                                                                     |  | Change in Contract Times<br>[State Contract Times as either a specific date or a number of days]            |  |
|--------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------|--|
| Original Contract Price:                                                                                     |  | Original Contract Times:                                                                                    |  |
| \$                                                                                                           |  | Substantial Completion: <u>09/30/2025</u>                                                                   |  |
|                                                                                                              |  | 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]: |  |
| \$ <u>N/A</u>                                                                                                |  | Substantial Completion: <u>N/A</u>                                                                          |  |
|                                                                                                              |  | Ready for final payment: <u>N/A</u>                                                                         |  |
| Contract Price prior to this Change Order:                                                                   |  | Contract Times prior to this Change Order:                                                                  |  |
| \$                                                                                                           |  | Substantial Completion: <u>09/30/2025</u>                                                                   |  |
|                                                                                                              |  | Ready for final payment:                                                                                    |  |
| [Increase] [Decrease] this Change Order:                                                                     |  | Increase this Change Order:                                                                                 |  |
| \$ <u>N/A</u>                                                                                                |  | Substantial Completion: <u>11/07/2025</u>                                                                   |  |
|                                                                                                              |  | Ready for final payment: <u>11/14/2025</u>                                                                  |  |
| Contract Price incorporating this Change Order:                                                              |  | Contract Times with all approved Change Orders:                                                             |  |
| \$                                                                                                           |  | Substantial Completion: <u>11/07/2025</u>                                                                   |  |
|                                                                                                              |  | Ready for final payment: <u>11/14/2025</u>                                                                  |  |

Recommended by Engineer (if required)  
 By: Ellen Baer   
 Title: Village Manager  
 Date: 09/25/2025

Accepted by Contractor  
Daniel Ruiz   
Manager  
9/29/2025

By: Heidi Rudolph  
 Title: Village President  
 Date: 09/25/2025

Approved by Village Board  
 DATE: \_\_\_\_\_





## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: October 13, 2025

#### **AGENDA ITEM 9.B.**

**To:** Board of Trustees

**From:** Ronald Derengowski, Water Plant Superintendent

**CC:** Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

**RE:** Succession Agreement with Water Services

---

#### **Recommendation**

The Public Works and Water Committee reviewed this item at their meeting on October 7, 2025 and recommended the approval of the succession contract with Water Services, Inc. and approval the Q3 unit pricing for the installation of MIU's, water meters, associated parts and labor costs.

#### **Summary**

On July 28, 2025, Water Resources, Inc. was acquired by Ferguson Enterprises, LLC. (Ferguson). Water Services provided all the installation of the replacements and was (DBA of Water Resources, Inc. In the acquisition, Water Services, Inc. did not remain with Ferguson Enterprises, LLC.

As a result, a new vendor contract for the replacement of the remaining water meters is required and will be valid until the end of 2025, as per the original agreement with Water Resources, Inc.

The Village will bid for the work needed in 2026 for the remaining replacement and installation of older Sensus meters that meet the recommendation requirements to be changed.

#### **Financial Impact**

|              |               |
|--------------|---------------|
| Account      | 4304510 62031 |
| Fund         | Water Fund    |
| 2025 Budget  | \$50,000      |
| Project Cost | \$13,311      |

A total of \$13,311 remains in the meter replacement budget for 2025. Final costs will be dependent upon specific parts and labor required for meter and MIU installations to be completed by the end of December 31, 2025.

#### **Recommended Motion**

I move to recommend to the Village Board the approval of the succession contract with Water

Services, Inc. and approve the Q3 unit pricing for the installation of MIU's, water meters, associated parts and labor costs.

### **Strategic Plan Alignment**

Infrastructure Improvements

### **File Attachments**

1. SKM\_C360i25092310470
2. Pricing Exhibit A

|                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>Water Resources Q3 2025 Price List</b><br/> <b>Village of Western Springs</b></p> |
|---------------------------------------------------------------------------------------------------------------------|

| Meters   |                                           |            |
|----------|-------------------------------------------|------------|
| ¾"       | S.L. Mach 10 Gallons Meter (pit set only) | \$235.50   |
| 1"       | Mach 10 Gallons Meter (pit set only)      | \$301.50   |
| 1 ½"     | Mach 10 Gallons Meter (pit set only)      | \$748.00   |
| 2"       | Mach 10 Gallons Meter (pit set only)      | \$797.50   |
| 3" x 17" | Mach10 Meter Gallons (Pit Set)            | \$2,997.50 |
| 4" x 20" | Mach10 Meter Gallons (Pit Set)            | \$3,905.00 |

| Accessories                                       |                                                    |          |
|---------------------------------------------------|----------------------------------------------------|----------|
| ¾"                                                | Connections (per pair)(includes gasket)(Lead Free) | \$47.50  |
| 1"                                                | Connections (per pair)(includes gasket)(Lead Free) | \$62.50  |
| 1 ½"                                              | Brass flange kit (Lead Free)                       | \$215.00 |
| 2"                                                | Brass flange kit (Lead Free)                       | \$225.00 |
| 3"                                                | Flange kit (Cast Iron)                             | \$455.00 |
| 4"                                                | Flange kit (Cast Iron)                             | \$550.00 |
| Rolls of Meter Wire (3con.22gauge)(1000Ft/Roll)   |                                                    | \$215.00 |
| R900 RF MIU's (V4-wall version)                   |                                                    | \$93.25  |
| This pricing is valid for 90 days through 9/30/25 |                                                    |          |

|                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>Water Resources Q3 2025 Price List</b><br/> <b>Village of Western Springs</b></p> |
|---------------------------------------------------------------------------------------------------------------------|

| Meters   |                                           |            |
|----------|-------------------------------------------|------------|
| ¾"       | S.L. Mach 10 Gallons Meter (pit set only) | \$235.50   |
| 1"       | Mach 10 Gallons Meter (pit set only)      | \$301.50   |
| 1 ½"     | Mach 10 Gallons Meter (pit set only)      | \$748.00   |
| 2"       | Mach 10 Gallons Meter (pit set only)      | \$797.50   |
| 3" x 17" | Mach10 Meter Gallons (Pit Set)            | \$2,997.50 |
| 4" x 20" | Mach10 Meter Gallons (Pit Set)            | \$3,905.00 |

| Accessories                                       |                                                    |          |
|---------------------------------------------------|----------------------------------------------------|----------|
| ¾"                                                | Connections (per pair)(includes gasket)(Lead Free) | \$47.50  |
| 1"                                                | Connections (per pair)(includes gasket)(Lead Free) | \$62.50  |
| 1 ½"                                              | Brass flange kit (Lead Free)                       | \$215.00 |
| 2"                                                | Brass flange kit (Lead Free)                       | \$225.00 |
| 3"                                                | Flange kit (Cast Iron)                             | \$455.00 |
| 4"                                                | Flange kit (Cast Iron)                             | \$550.00 |
| Rolls of Meter Wire (3con.22gauge)(1000Ft/Roll)   |                                                    | \$215.00 |
| R900 RF MIU's (V4-wall version)                   |                                                    | \$93.25  |
| This pricing is valid for 90 days through 9/30/25 |                                                    |          |



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: October 13, 2025

#### AGENDA ITEM 9.C.

**To:** Board of Trustees

**From:** Matthew Supert, Director of Municipal Services

**CC:** Ellen Baer, Village Manager

**RE:** 2026 State of Illinois Salt Purchase

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#### **Recommendation**

The Public Works and Water Committee reviewed this item at their meeting on October 7, 2025 and recommended to waive the competitive bidding process and approve and authorize the execution of the State of Illinois Contract for the FY 2025-2026 Salt Purchase with Morton Salt, Inc. for an amount not to exceed the contract value of \$100,000.

#### **Summary**

Attached for the Committee's review and consideration are finalized documents from the State of Illinois for the Rock Salt State Purchase for 2025-26.

The Village of Western Springs, along with approximately 494 other communities and governmental organizations in Illinois, participate in a joint purchasing program for road salt. Cargill, Inc. and Morton Salt were jointly awarded the state contract for 2024-25. The Village's unit pricing for 2023-2024 was \$63.89 per ton for 900 tons. The 2024-25 price is \$64.53 per ton for 900 tons. Per the State contract requirements, the Village is required to accept at least 80% of the order and may request additional salt above the 900 tons as demand and supplies allow.

#### **Financial Impact**

Account 4102100 55115

Fund ROW Maintenance

2025 Budget \$100,000

2026 Budget \$100,000 (Anticipated)

Project Cost As required

#### **Recommended Motion**

I move to approve a waiver of the competitive bidding process and the execution of the State of Illinois Contract for the FY 2025-2026 Salt Purchase with Morton Salt, Inc. for a not-to-exceed contract value of \$100,000.

#### **Strategic Plan Alignment**

N/A



**File Attachments**

1. Executed Contract Redacted-Morton P-85804 09.29.25
2. Morton Rock Salt Participant Summary For Participants

# *Central Management Services*

## Contract

### *JPMC Rock Salt, Bulk FY26*

25-416CMS-BOSS4-P-85804

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

## **1. SCOPE OF WORK**

### **1.1. OVERVIEW AND PURPOSE:**

To establish a joint purchase master contract (JPMC) for bulk rock salt to be purchased on an as-needed basis during the contract period.

This JPMC may be utilized by all governmental units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon the CY25-26 Illinois Department of Central Management Services Joint Participation Agreement Survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

### **1.2. SUPPLIES AND/OR SERVICES REQUIRED:**

**1.2.1.** The vendor will provide bulk rock salt based on quantity ordered within the timeframe listed herein.

**1.2.2.** Rock Salt Specification Requirements:

**1.2.2.1.** Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation

Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

**1.2.2.2.** Rock Salt shall be free flowing fresh stock. Reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

**1.2.3.** Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

**1.2.3.1.** Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

**1.2.3.2.** Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

**1.2.3.3.** Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.

**1.2.3.4.** Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.

**1.2.3.5.** Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment

will be met once the  $300(0.8) = 240$  tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

#### **1.2.4. Weights and Measures Requirements and Adjustments:**

- 1.2.4.1. Weights and Measures:** All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.
- 1.2.4.2.** The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.
- 1.2.4.3.** Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the Vendor's delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.
- 1.2.4.4.** Should the vehicle weight check result in the net weight of material shown on the delivery ticket to be less than the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). The vehicle will be weighed on a second independent Department of Agriculture certified scale used for the initial independent weight check. If the second independent weight check (IWC2) is within the 600-pound tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second weight check confirms the net weight of the material shown on the Vendor's delivery ticket is less than the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket to the checked delivered

net weight as determined by the initial independent vehicle weight check (IWC1).

**1.2.4.5. Method of Measurement:** The State will also adjust the method of measurement for subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks (ICW1). The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = [1.0 - (B - C) / B]; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor

B = Net weight shown on the delivery ticket from Vendor

C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

Should the Vendor elect to challenge the results of the independent weight check, the State will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Vendor furnishes the State with written documentation that the source scale has been calibrated within seven calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the



source scale was not within the specified Department of Agriculture tolerance.

**1.2.4.6. Deductions:** The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

| <u>Moisture Content (%)</u> | <u>Deduction in Price (Per Truckload)</u> |
|-----------------------------|-------------------------------------------|
| 0.00 TO 2.00                | NO DEDUCTION                              |
| 2.01 TO 2.50                | 10% DEDUCTION                             |
| 2.51 TO 3.00                | 15% DEDUCTION                             |
| 3.01 TO 3.50                | 20% DEDUCTION                             |
| 3.51 TO 4.00                | 25% DEDUCTION                             |
| GREATER THAN 4.01           | REJECTION OF LOAD                         |

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

1.2.4.6.1. When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.

1.2.4.6.2. When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.

1.2.4.6.3. When the NACL content is less than 90.0 percent, the load will be rejected.

**1.2.5. Ordering**

**1.2.5.1. Order Placement:** Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All

other governmental units will use their own purchase order system.

- 1.2.5.2.** Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 tons) truckloads, orders for less than truckload will not be accepted.
- 1.2.5.3.** Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- 1.2.5.4.** Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- 1.2.5.5.** Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.
- 1.2.5.6.** Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- 1.2.5.7.** Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines,

thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.

**1.2.5.8.** Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day. Storage for all post season orders shall not exceed a period of six (6) months.

**1.2.5.9.** Maximum Overage Tonnage Allowed for Quantity Commitments: The Vendor shall deliver within one full truck load of 22-25 tons for each governmental unit's total quantity commitments. All governmental units will be required to pay for any overage tons delivered over the quantity commitment and within the full truck load of 22-25 tons. If the Vendor should deliver more than the max. allowed, then the governmental unit will have the option to request that the Vendor pick up the tonnage amount of rock salt to meet the maximum overage tonnage at no cost to the governmental unit.

### **1.3. MILESTONES AND DELIVERABLES:**

**1.3.1.** Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.

**1.3.2.** Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and tonnage amounts of salt delivered.

**1.3.3.** The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

**1.3.4.** The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all governmental units and not-for-profit agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) Number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

A sample of the report's format is as follows:

| Line Item # | Description | Quantity | Ordering Entity |
|-------------|-------------|----------|-----------------|
| 1           | XXXXXXXXXX  | XXX      | XXXXXXXXXX      |
| 2           | XXXXXXXXXX  | XXX      | XXXXXXXXXX      |

#### **1.4. VENDOR/STAFF SPECIFICATIONS:**

##### **1.4.1. Vendor Meetings:**

- 1.4.1.1.** The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).
- 1.4.1.2.** The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.
- 1.4.1.3.** The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

##### **1.4.2. Stockpile and Delivery Performance:**

- 1.4.2.1.** Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.
- 1.4.2.2.** STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:
  - 1.4.2.2.1.** 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
  - 1.4.2.2.2.** 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Stockpiles must be securely covered within 10 calendar days of the required 100% staging dates listed above. This may be accomplished by storing the material in a building or covering it with a waterproof material (generally a tarp) that is sufficiently secured to withstand damage from wind. Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

**1.4.2.3. STOCKPILE INSPECTIONS:** The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

**1.4.3. Safety Data Sheets:** The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

**1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.**

## **1.5. TRANSPORTATION AND DELIVERY:**

**1.5.1. Delivery Time:** Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.

**1.5.2. Delivery Schedule:** Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.

**1.5.3. Delivery Locations:** All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.



- 1.5.4. Payment of Tolls:** The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets:** Each Vendor and subcontractor shall have an automatic printer to record the gross weight of rock salt. The automatic printer shall be an integral part of the scale equipment, or the scale and printer shall be directly connected in a manner that will prohibit the manual entry of gross weights. Tare and net weights shall be shown on weigh tickets and may be printed automatically or entered manually. The State reserves the right to immediately, and without notice to Vendor or subcontractor, take action to remedy Vendor failure of automatic printing. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure all weights and measures are correct. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements:** All truck loads shall be covered with weatherproof material (generally a tarp). Any truck loads not covered may be rejected at the delivery site. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.
- 1.5.7. Delivery Method:** All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures:** Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials:** All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may

be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.

**1.5.10. Damages:** Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

**1.6. SUBCONTRACTING:**

Subcontractors are allowed.

**1.6.1.** Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

**1.6.2.** Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Click here to enter text      \*See attached subcontractor list  
Amount to Be Paid: Click here to enter text  
Address: Click here to enter text  
Description of Work: Click here to enter text
- Subcontractor Name: Click here to enter text  
Amount to Be Paid: Click here to enter text  
Address: Click here to enter text  
Description of Work: Click here to enter text

**If additional space is necessary to provide subcontractor information, please attach an additional page.**

**1.6.3.** If the annual value of any subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

**1.6.4.** If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

**1.7. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location.



If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

\*see attached stockpile list

- Location where services will be performed: Click here to enter text
- Value of services performed at this location: Click here to enter text
- Location where services will be performed: Click here to enter text
- Value of services performed at this location: Click here to enter text

## 2. PRICING

**2.1. TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

**2.2. VENDOR'S PRICING:** Vendor's pricing is located in the Items Tab in the BidBuy Purchase Order. The State includes in this contract the BidBuy Purchase Order as it contains the agreed pricing.

**2.2.1.** Pricing must include all costs shipped F.O.B. destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

**2.3. GOVERNMENT ACTIONS:** A price adjustment may be requested from the Vendor following the execution date of this Contract due to unforeseeable government actions including tariffs, duties or similar governmental charges that are beyond the control of either Party. The additional governmental charges will be added to the invoice as a separate line item.

**2.3.1.** Verifiable documentation of such changes, including but not limited to, invoices, published price lists or official price bulletins, etc., from the Vendor's supplier, will be provided with the request for economic adjustment in order to substantiate any requested change. The State reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, as published by the US Department of Labor, Bureau of Labor Statistics). The State also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

**2.3.2.** The claim for such adjustment must include a certification from the manufacturer/supplier verifying the actual cost at the time of the bid award and at the time of the requested increase. The increase will be allowed only on the cost to the Vendor. No increase or change in the Vendor's overhead, profit or other factors will be approved. Vendor shall not be entitled to apply any governmental charges without first obtaining approval of such request from the Department of Central Management Bureau of Strategic Sourcing.

**2.3.3.** At the sole discretion of the Agency, if the government action that warranted a price adjustment granted under this Section is rescinded, the price shall automatically revert to the previous contract price, without notice to the Vendor.

**2.4. MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

### **3. TERM AND TERMINATION**

**3.1. TERM OF THIS CONTRACT:** The contract will have an initial term commencing upon October 1, 2025 or the last dated signature of the Parties, whichever is later and ending on September 30, 2026. In no event will the maximum total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**3.2. TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.



For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.3. TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.4. AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

## **4. STANDARD BUSINESS TERMS AND CONDITIONS**

### **4.1. PAYMENT TERMS AND CONDITIONS:**

- 4.1.1. LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2. MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3. EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this

contract by the Parties even if the effective date of the contract is prior to execution.

**4.1.4. PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.

**4.1.5. FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

**4.1.6. INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

**4.1.6.1.** Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and Federal tax exemption information.

**4.1.6.2.** Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

|                 |                          |
|-----------------|--------------------------|
| Agency:         | Requesting Agency/Entity |
| Attn:           | Requesting Agency/Entity |
| Address:        | Requesting Agency/Entity |
| City, State Zip | Requesting Agency/Entity |

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2. ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3. SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.
- 4.4. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the

procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8. CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently



developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11. INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.



- 4.13. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16. APPLICABLE LAW:**
- 4.16.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
- 4.16.3. COURT OF CLAIMS; ARBITRATION; SOVEREIN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).
- 4.17. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18. CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief

Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

- 4.19. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.24. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.25. WARRANTIES FOR SUPPLIES AND SERVICES:**

**4.25.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

**4.25.2.** Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

**4.25.3.** Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

**4.27. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

## 5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. In addition, the governmental unit must have participated in the CY25-26 Illinois Department of Central Management Services Joint Participation Agreement Survey and additional participation in the resultant contract is not allowed.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☒ Other (describe)

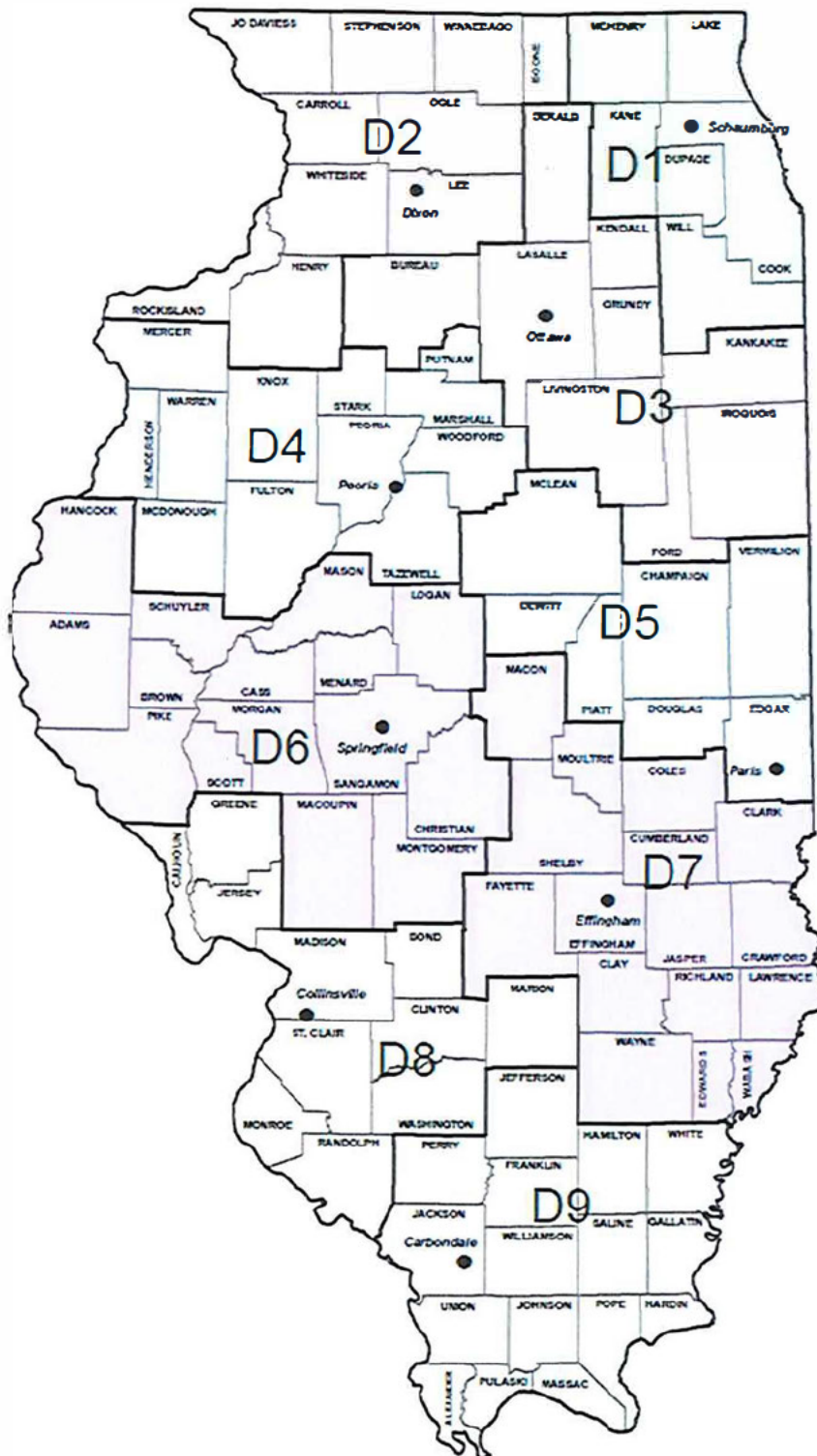
5.10 Districts are defined as follows:

| DISTRICT 1 | DISTRICT 2  | DISTRICT 3 | DISTRICT 4 | DISTRICT 5 |
|------------|-------------|------------|------------|------------|
| COOK       | BOONE       | BUREAU     | FULTON     | CHAMPAIGN  |
| DUPAGE     | CARROLL     | DEKALB     | HENDERSON  | DEWITT     |
| KANE       | HENRY       | FORD       | KNOX       | DOUGLAS    |
| LAKE       | JO DAVIESS  | GRUNDY     | MARSHALL   | EDGAR      |
| MCHENRY    | LEE         | IROQUOIS   | MCDONOUGH  | MCCLEAN    |
| WILL       | OGLE        | KANKAKEE   | MERCER     | PIATT      |
|            | ROCK ISLAND | KENDALL    | PEORIA     | VERMILLION |
|            | STEPHENSON  | LASALLE    | PUTNAM     |            |
|            | WHITESIDE   | LIVINGSTON | STARK      |            |
|            | WINNEBAGO   |            | TAZEWELL   |            |
|            |             |            | WARREN     |            |
|            |             |            | WOODFORD   |            |

| DISTRICT 6 | DISTRICT 7 | DISTRICT 8 | DISTRICT 9 |  |
|------------|------------|------------|------------|--|
| ADAM       | CLARK      | BOND       | ALEXANDER  |  |
| BROWN      | CLAY       | CALHOUN    | FRANKLIN   |  |
| CASS       | COLES      | CLINTON    | GALLATIN   |  |
| CHRISTIAN  | CRAWFORD   | GREEN      | HAMILTON   |  |
| HANCOCK    | CUMBERLAND | JERSEY     | HARDIN     |  |
| LOGAN      | EDWARDS    | MADISON    | JACKSON    |  |
| MACOUPIN   | EFFINGHAM  | MARION     | JEFFERSON  |  |
| MASON      | FAYETTE    | MONROE     | JOHNSON    |  |
| MENARD     | JASPER     | RANDOLPH   | MASSAC     |  |
| MONTGOMERY | LAWRENCE   | ST. CLAIR  | PERRY      |  |
| MORGAN     | MACON      | WASHINGTON | POPE       |  |
| PIKE       | MOULTRIE   |            | PULASKI    |  |
| SANGAMON   | RICHLAND   |            | SALINE     |  |
| SCHUYLER   | SHELBY     |            | UNION      |  |
| SCOTT      | WABASH     |            | WHITE      |  |
|            | WAYNE      |            | WILLIAMSON |  |

5.11 Illinois District Map





## 6. ATTACHMENTS

- 6.1. Financial Disclosures (including Illinois Procurement Gateway print-off if applicable)**
- 6.2. Business Enterprise Program Utilization Plan**

*Central Management Services*

*JPMC Rock Salt, Bulk FY26*

25-416CMS-BOSS4-P-85804

**VENDOR**

|                                                  |                                             |
|--------------------------------------------------|---------------------------------------------|
| Vendor Name: Morton Salt, Inc.                   | Address (City/State/Zip): Chicago, IL 60606 |
| Signature:                                       | Phone: 855-665-4540                         |
| Printed Name: Anthony T. Patton                  | Email: bids@mortonsalt.com                  |
| Title: Director Bulk Deicing US Government Sales | Date: 7-21-2025                             |

**STATE OF ILLINOIS**

|                                                          |                     |
|----------------------------------------------------------|---------------------|
| Purchasing Agency: Central Management Services           | Phone: 866-455-2897 |
| Street Address: 300 West Jefferson Street                |                     |
| City, State ZIP: Springfield, IL 62702                   |                     |
| Official Signature                                       | Date: 9/29/25       |
| Printed Name: Raven DeVaughn by David W. Thomas          |                     |
| Official's Title: Director by Agency Procurement Officer |                     |

**AGENCY USE ONLY**

**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 25-416CMS-BOSS4-R-266410
- Project Title: JPMC Rock Salt, Bulk FY26
- Contract #: 25-416CMS-BOSS4-P-85804
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 25-416CMS-BOSS4-B-48267
- BidBuy / Bulletin Publication Date: 06/20/2025
- Award Code: A
- Subcontractor Utilization? X Yes ☐ No      Subcontractor Disclosure? X Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes X No      Percentage:
- Minority Owned Business? ☐ Yes X No      Percentage:
- Women Owned Business? ☐ Yes X No      Percentage:
- Persons with Disabilities Owned Business? ☐ Yes X No      Percentage:
- Veteran Owned Small Business? ☐ Yes X No      Percentage:
- Other Preferences?

## CERTIFICATION

The undersigned, being the Assistant Secretary of Morton Salt, Inc., a Delaware corporation (the "Company"), hereby certifies that:

- i. As of the date hereof, Mitchell Dascher is President, Highway & Chemical of the Company;
- ii. Pursuant to the bylaws of the Company and the corporate resolutions adopted by Board of Directors of the Company on August 13, 2021 appointing Mr. Dascher as an officer of the Company, Mr. Dascher is authorized to approve and execute (and to delegate his authority to execute) all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and the bylaws and said resolutions remain in full force and effect as of the date hereof; and
- iii. Mr. Dascher has delegated to Anthony Patton, Director, Bulk Deicing U.S. Government Sales of the Company, Mr. Dascher's authority to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and a true and correct copy of the delegation of authority to Mr. Patton dated September 1, 2021 is attached as Exhibit A hereto and remains in full force and effect as of the date hereof.

DATED: 07/21/2025

Winnie Kuo  
Assistant Secretary  
Morton Salt, Inc.





| UnitName                                        | Street Address -Delivery   | City -Delivery  | State -Delivery | Zip -Delivery | Street Address-Billing                | County      | istrict | Y26 Initial F | FY26 Bid Ton | Y26 Bid Price/To | FY26 Ton % | FY26 Vendor | FY26 PO | FY26 PO Line # | FY26 Bid | FY26 Bid Line # |
|-------------------------------------------------|----------------------------|-----------------|-----------------|---------------|---------------------------------------|-------------|---------|---------------|--------------|------------------|------------|-------------|---------|----------------|----------|-----------------|
| Abingdon, City of                               | 402 N. Front               | Abingdon        | IL              | 61410         | 114 E. Meek                           | Knox        | 4       |               | 125          | \$99.27          | 100%       | Morton      | P-85804 | 362            | B-48267  | 548             |
| Albion, City of                                 | 784 Illinois Route 130     | Albion          | IL              | 62806         | 27 West Elm Street                    | Edwards     | 7       |               | 132          | \$98.71          | 100%       | Morton      | P-85804 | 459            | B-48267  | 757             |
| Alsip, Village of                               | 12221 S. Orchard Ave.      | Alsip           | IL              | 60803         | 4500 W 123rd St.                      | Cook        | 1       |               | 1200         | \$66.92          | 80%        | Morton      | P-85804 | 1              | B-48267  | 1               |
| Amboy, City of                                  | 202 W. Main Street         | Amboy           | IL              | 61310         | 227 East Main St.                     | Lee         | 2       |               | 50           | \$95.77          | 80%        | Morton      | P-85804 | 254            | B-48267  | 344             |
| Ashton, Village Of                              | 804 S 1st Dr.              | Ashton          | IL              | 61006         | 810 Main St., PO Box 186              | Lee         | 2       |               | 110          | \$84.55          | 80%        | Morton      | P-85804 | 255            | B-48267  | 345             |
| Aurora #1, City of                              | 702 N. Broadway            | Aurora          | IL              | 60505         | 44 E. Downer Place                    | Kane        | 1       |               | 2000         | \$68.71          | 80%        | Morton      | P-85804 | 130            | B-48267  | 150             |
| Aux Sable Township                              | 6155 E. Route 6            | Morris          | IL              | 60450         | 8960 E. Route 6                       | Grundy      | 3       |               | 110          | \$79.04          | 80%        | Morton      | P-85804 | 314            | B-48267  | 473             |
| Avon, Village Of                                | 102 W. Wood St.            | Avon            | IL              | 61415         | 102 S Main                            | Fulton      | 4       |               | 25           | \$80.49          | 100%       | Morton      | P-85804 | 356            | B-48267  | 539             |
| Barrington CUSD #220                            | 616 W Main St              | Barrington      | IL              | 60010         | 616 W Main St.                        | Lake        | 1       |               | 308          | \$70.31          | 80%        | Morton      | P-85804 | 150            | B-48267  | 182             |
| Barrington, Village of                          | 300 Raymond Ave.           | Barrington      | IL              | 60010         | 200 S Hough St.                       | Lake        | 1       |               | 600          | \$72.34          | 80%        | Morton      | P-85804 | 151            | B-48267  | 183             |
| Batavia, City of                                | 200 N. Raddant Rd.         | Batavia         | IL              | 60510         | 200 N. Raddant Rd.                    | Kane        | 1       |               | 2200         | \$70.73          | 80%        | Morton      | P-85804 | 131            | B-48267  | 153             |
| Bedford Park, Village of                        | 7299 S Sayre Ave.          | Bedford Park    | IL              | 60501         | 6701 S Archer Rd.                     | Cook        | 1       |               | 100          | \$63.19          | 80%        | Morton      | P-85804 | 2              | B-48267  | 3               |
| Beecher, Village of                             | 30200 Town Center Road     | Beecher         | IL              | 60401         | 625 Dixie Highway, P.O. Box 1154      | Will        | 1       |               | 600          | \$65.88          | 100%       | Morton      | P-85804 | 181            | B-48267  | 243             |
| Bellevue, Village of                            | 326 S. Bellevue Ave.       | Peoria          | IL              | 61604         | 414 S Main St.                        | Peoria      | 4       |               | 150          | \$80.97          | 80%        | Morton      | P-85804 | 377            | B-48267  | 569             |
| Belvidere Township                              | 8200 Fairgrounds Road      | Belvidere       | IL              | 61008         | 9759 IL Route 76                      | Boone       | 2       |               | 1496         | \$78.96          | 80%        | Morton      | P-85804 | 225            | B-48267  | 295             |
| Belvidere, City of                              | 515 West Locust Street     | Belvidere       | IL              | 61008         | 401 Whitney Blvd.                     | Boone       | 2       |               | 1782         | \$73.91          | 80%        | Morton      | P-85804 | 226            | B-48267  | 296             |
| Bensenville, Village of                         | 717 E. Jefferson St.       | Bensenville     | IL              | 60106         | 12 S. Center St.                      | DuPage      | 1       |               | 500          | \$70.87          | 80%        | Morton      | P-85804 | 108            | B-48267  | 125             |
| Black Hawk College                              | 3635 4th Ave.              | Moline          | IL              | 61265         | 6600 34th Ave.                        | Rock Island | 2       |               | 22           | \$91.32          | 80%        | Morton      | P-85804 | 270            | B-48267  | 373             |
| Blue Island, City of                            | 3153 Wireton Rd.           | Blue Island     | IL              | 60406         | 13051 S. Greenwood Ave.               | Cook        | 1       |               | 2000         | \$62.32          | 80%        | Morton      | P-85804 | 3              | B-48267  | 6               |
| Bolingbrook, Village of                         | 299 Canterbury Lane        | Bolingbrook     | IL              | 60440         | 375 W Briarcliff Rd.                  | Will        | 1       |               | 4000         | \$67.32          | 80%        | Morton      | P-85804 | 182            | B-48267  | 244             |
| Bonus Township                                  | 9015 Marengo Road          | Garden Prairie  | IL              | 61038         | 9759 IL Route 76                      | Boone       | 2       |               | 396          | \$79.86          | 80%        | Morton      | P-85804 | 227            | B-48267  | 297             |
| Boone County Hwy. Dept.                         | 9759 IL Route 76           | Belvidere       | IL              | 61008         | 9759 IL Route 76                      | Boone       | 2       |               | 1496         | \$73.91          | 80%        | Morton      | P-85804 | 228            | B-48267  | 298             |
| Boone Township                                  | 140 W. Ogden Street        | Capron          | IL              | 61012         | 9759 IL Route 76                      | Boone       | 2       |               | 154          | \$79.86          | 80%        | Morton      | P-85804 | 229            | B-48267  | 299             |
| Bourbonnais, Village of                         | 255 Mooney Drive           | Bourbonnais     | IL              | 60914         | 600 Main St. NW                       | Kankakee    | 3       |               | 1600         | \$70.60          | 80%        | Morton      | P-85804 | 322            | B-48267  | 491             |
| Bowling Township                                | 16816 28th Street West     | Milan           | IL              | 61264         | 851 W. 10th ave P.O. Box 797          | Rock Island | 2       |               | 154          | \$92.00          | 80%        | Morton      | P-85804 | 271            | B-48267  | 374             |
| Bradley, Village Of                             | 210 E. Broadway Street     | Bradley         | IL              | 60915         | 147 S Michigan Ave.                   | Kankakee    | 3       |               | 700          | \$70.93          | 80%        | Morton      | P-85804 | 323            | B-48267  | 492             |
| Braidwood, City of                              | 902 N. School St.          | Braidwood       | IL              | 60408         | 141 W. Main St.                       | Will        | 1       |               | 800          | \$70.31          | 80%        | Morton      | P-85804 | 183            | B-48267  | 245             |
| Breese, City of                                 | 980 S Broadway             | Breese          | IL              | 62230         | 500 N 1st St.                         | Clinton     | 8       |               | 200          | \$81.33          | 80%        | Morton      | P-85804 | 469            | B-48267  | 789             |
| Bridgeview, Village of                          | 7350 W. 100th Pl.          | Bridgeview      | IL              | 60455         | 7500 S Oketo Ave.                     | Cook        | 1       |               | 1200         | \$68.08          | 80%        | Morton      | P-85804 | 4              | B-48267  | 7               |
| Browning Township Road District                 | 27600 Ridgeville Road      | Browning        | IL              | 62624         | 26537 Harris Branch Road              | Schuyler    | 6       |               | 22           | \$86.94          | 100%       | Morton      | P-85804 | 448            | B-48267  | 732             |
| Brownstown, Village of                          | 1720 N 1615 St.            | Brownstown      | IL              | 62418         | P. O. Box 336                         | Fayette     | 7       |               | 22           | \$89.58          | 80%        | Morton      | P-85804 | 460            | B-48267  | 762             |
| Bruce Township Road District                    | 1620 N. Otter Creek Road   | Streator        | IL              | 61364         | 216 N Sterling St.                    | LaSalle     | 3       |               | 66           | \$88.86          | 80%        | Morton      | P-85804 | 335            | B-48267  | 515             |
| Bureau County Highway Dept.                     | 595 Elm Place              | Princeton       | IL              | 61356         | 595 Elm Place                         | Bureau      | 3       |               | 1000         | \$80.22          | 80%        | Morton      | P-85804 | 293            | B-48267  | 429             |
| Bureau Junction, Village of                     | 10900 IL Rte. 26           | Princeton       | IL              | 61356         | 101 E. Nebraska St., P.O. Box 140     | Bureau      | 3       |               | 25           | \$85.11          | 100%       | Morton      | P-85804 | 294            | B-48267  | 430             |
| Burr Ridge, Village of                          | 9400 S. Garfield Avenue    | Burr Ridge      | IL              | 60527         | 7660 S. County Line Road              | DuPage      | 1       |               | 1210         | \$63.56          | 80%        | Morton      | P-85804 | 109            | B-48267  | 126             |
| Caledonia Township                              | 2430 Main St.              | Caledonia       | IL              | 61011         | 9759 IL. Route 76                     | Boone       | 2       |               | 220          | \$81.27          | 80%        | Morton      | P-85804 | 230            | B-48267  | 300             |
| Calhoun County Unit Road Dist.                  | 19465 Illinois River Road  | Hardin          | IL              | 62047         | 19465 Illinois River Road             | Calhoun     | 8       |               | 600          | \$84.60          | 80%        | Morton      | P-85804 | 468            | B-48267  | 788             |
| Calumet Park, Village of                        | 12310 S. Ashland Ave.      | Calumet Park    | IL              | 60827         | 12409 S. Throop Street                | Cook        | 1       |               | 1078         | \$65.62          | 80%        | Morton      | P-85804 | 5              | B-48267  | 9               |
| Candlewick Lake Assoc.                          | 13077 Caledonia Road       | Caledonia       | IL              | 61011         | 1300 Hwy. 76                          | Boone       | 2       |               | 350          | \$73.36          | 100%       | Morton      | P-85804 | 231            | B-48267  | 301             |
| Canton Township                                 | 965 Old West Locust Street | Canton          | IL              | 61520         | 1013 West Locust Street               | Fulton      | 4       |               | 100          | \$88.42          | 80%        | Morton      | P-85804 | 357            | B-48267  | 540             |
| Canton, City of                                 | 520 West Locust Street     | Canton          | IL              | 61520         | 2 North Main Street                   | Fulton      | 4       |               | 300          | \$80.49          | 100%       | Morton      | P-85804 | 358            | B-48267  | 541             |
| Carbondale Township Highway Dept.               | 212 W. Willow St.          | Carbondale      | IL              | 62901         | 1001 N. Michaels St.                  | Jackson     | 9       |               | 120          | \$99.21          | 80%        | Morton      | P-85804 | 488            | B-48267  | 842             |
| Carbondale, City of                             | 212 West Willow Street     | Carbondale      | IL              | 62901         | 212 West Willow Street                | Jackson     | 9       |               | 700          | \$91.51          | 80%        | Morton      | P-85804 | 489            | B-48267  | 843             |
| Carl Sandburg College                           | 2400 Tom L Wilson Blvd     | Galesburg       | IL              | 61401         | 2400 Tom L. Wilson Blvd.              | Knox        | 4       |               | 65           | \$97.48          | 100%       | Morton      | P-85804 | 363            | B-48267  | 549             |
| Carlyle, City of                                | 1811 Washington Street     | Carlyle         | IL              | 62231         | 1110 Mulliken Street                  | Clinton     | 8       |               | 100          | \$81.40          | 100%       | Morton      | P-85804 | 470            | B-48267  | 790             |
| Cass County Hwy Dept.                           | 20542 IL Route 125         | Virginia        | IL              | 62691         | P.O. Box 22                           | Cass        | 6       |               | 500          | \$95.38          | 80%        | Morton      | P-85804 | 416            | B-48267  | 679             |
| Cerro Gordo, Village of                         | 109 S. Lincoln St.         | Cerro Gordo     | IL              | 61818         | 231 E. South St., PO Box 497          | Piatt       | 5       |               | 50           | \$104.75         | 80%        | Morton      | P-85804 | 412            | B-48267  | 656             |
| Champaign Township Road District                | 3900 Kearns Drive          | Champaign       | IL              | 61822         | 3900 Kearns Drive, PO Box 3428        | Champaign   | 5       |               | 300          | \$94.90          | 80%        | Morton      | P-85804 | 402            | B-48267  | 624             |
| Channahon, Village of                           | 26156S. Blackberry Lane    | Channahon       | IL              | 60410         | 24555 S. Navajo Drive                 | Will        | 1       |               | 1782         | \$68.99          | 80%        | Morton      | P-85804 | 184            | B-48267  | 246             |
| Chatham, Village of                             | 9507 S Main St.            | Chatham         | IL              | 62629         | 116 E Mulberry St                     | Sangamon    | 6       |               | 300          | \$99.95          | 80%        | Morton      | P-85804 | 439            | B-48267  | 718             |
| Cherrygrove Shannon Township                    | 13 South Cedar Street      | Shannon         | IL              | 61078         | 13 South Cedar Street                 | Carroll     | 2       |               | 250          | \$93.92          | 80%        | Morton      | P-85804 | 238            | B-48267  | 310             |
| Chicago Heights, City of                        | 532 Ashland Ave.           | Chicago Hts.    | IL              | 60411         | 1601 Chicago Road                     | Cook        | 1       |               | 3500         | \$62.05          | 80%        | Morton      | P-85804 | 6              | B-48267  | 10              |
| Chicago Ridge, Village of                       | 10046 Anderson Ave.        | Chicago Ridge   | IL              | 60415         | 10455 S. Ridgeland Ave.               | Cook        | 1       |               | 1200         | \$61.57          | 80%        | Morton      | P-85804 | 7              | B-48267  | 11              |
| Chicago State University                        | 9501 South King Drive      | Chicago         | IL              | 60628         | payables@csu.edu or 9501 S KING DRIVE | Cook        | 1       |               | 300          | \$64.63          | 100%       | Morton      | P-85804 | 8              | B-48267  | 12              |
| Christian County Highway Dept.                  | 1000 N. Cheney Street      | Taylorville     | IL              | 62568         | 1000 N. Cheney St.                    | Christian   | 6       |               | 154          | \$96.60          | 80%        | Morton      | P-85804 | 418            | B-48267  | 681             |
| Clarendon Hills, Village Of                     | 452 Park Avenue            | Clarendon Hills | IL              | 60514         | 1 N Prospect                          | DuPage      | 1       |               | 400          | \$64.50          | 80%        | Morton      | P-85804 | 110            | B-48267  | 127             |
| Clinton County Hwy. Dept.                       | 479 21st Street            | Carlyle         | IL              | 62231         | P.O. Box 188                          | Clinton     | 8       |               | 1540         | \$80.73          | 80%        | Morton      | P-85804 | 471            | B-48267  | 791             |
| Clinton, City of                                | 223 S. Sherman St.         | Clinton         | IL              | 61727         | 118 W Washington St.                  | DeWitt      | 5       |               | 220          | \$88.54          | 80%        | Morton      | P-85804 | 406            | B-48267  | 636             |
| Coal Valley Township                            | 1002 East 19th Ave.        | Coal Valley     | IL              | 61240         | P.O. Box 337                          | Rock Island | 2       |               | 125          | \$92.08          | 80%        | Morton      | P-85804 | 272            | B-48267  | 376             |
| Coe Township                                    | 9327 239th Street North    | Port Byron      | IL              | 61275         | 9327 239th Street North               | Rock Island | 2       |               | 80           | \$86.50          | 80%        | Morton      | P-85804 | 273            | B-48267  | 378             |
| Coles County Hwy. Dept. -Charleston Township    | 927 West Hayes             | Charleston      | IL              | 61920         | 825 18th St.                          | Coles       | 7       |               | 88           | \$109.65         | 100%       | Morton      | P-85804 | 452            | B-48267  | 746             |
| Coles County Hwy. Dept. -Hutton Township        | 2230 County Hwy. 5         | Charleston      | IL              | 61920         | 825 18th St.                          | Coles       | 7       |               | 44           | \$109.65         | 100%       | Morton      | P-85804 | 453            | B-48267  | 747             |
| Coles County Hwy. Dept. -Lafayette Township     | 9421 Old State Road        | Mattoon         | IL              | 61938         | 825 18th St.                          | Coles       | 7       |               | 44           | \$108.05         | 100%       | Morton      | P-85804 | 454            | B-48267  | 748             |
| Coles County Hwy. Dept. -Mattoon Township       | 2679 E. County Road 600N   | Mattoon         | IL              | 61938         | 825 18th St.                          | Coles       | 7       |               | 22           | \$108.05         | 100%       | Morton      | P-85804 | 455            | B-48267  | 749             |
| Coles County Hwy. Dept. -Seven Hickory Township | 14377 Onyx Street          | Fairgrange      | IL              | 61920         | 825 18th St.                          | Coles       | 7       |               | 22           | \$109.65         | 100%       | Morton      | P-85804 | 456            | B-48267  | 750             |
| Colona, City of                                 | 4356 Poppy Garden Rd.      | Colona          | IL              | 61241         | P.O. Box 170                          | Henry       | 2       |               | 110          | \$86.50          | 80%        | Morton      | P-85804 | 244            | B-48267  | 320             |

|                                                      |                          |                  |    |       |                                    |             |   |
|------------------------------------------------------|--------------------------|------------------|----|-------|------------------------------------|-------------|---|
| Columbia, City of                                    | 1405 Boulder Blvd.       | Valmeyer         | IL | 62295 | Public Works Dept, PO box 467      | Monroe      | 8 |
| Community Consolidated School District #146          | 16610 66th Ave           | Tinley Park      | IL | 60477 | 6611 W. 171st St.                  | Cook        | 1 |
| Coral Township Hwy. Dept.                            | 6550 Olson Road          | Union            | IL | 60180 | 6550 Olson Road                    | McHenry     | 1 |
| Cordova, Village of                                  | 107 9th St. South        | Cordova          | IL | 61242 | PO Box 6                           | Rock Island | 2 |
| Countryside, City of                                 | 5315 9th Avenue          | Countryside      | IL | 60525 | 803 Joliet Rd.                     | Cook        | 1 |
| Crete Twp. Road Dist.                                | 25405 S. State St.       | Crete            | IL | 60417 | 25405 S. State St.                 | Will        | 1 |
| Crete, Village of                                    | 1201 Douglas Ln.         | Crete            | IL | 60417 | 524 W Exchang St.                  | Will        | 1 |
| Crete-Monee School Dist. #201-U                      | 1515 W. Exchange St.     | Crete            | IL | 60417 | 295 W Burville Rd.                 | Will        | 1 |
| Cuba Township Road District                          | 28070 W. Cuba Road       | Barrington       | IL | 60010 | 28160 W. Cuba Road                 | Lake        | 1 |
| DeKalb County Highway Dept.- Clinton Twp.            | 215 West Adams           | Waterman         | IL | 60556 | 1826 Barber Greene Road            | DeKalb      | 3 |
| DeKalb County Highway Dept.- Kishwaukee College      | 21193 Malta Rd           | Malta            | IL | 60150 | 1826 Barber Greene Road            | DeKalb      | 3 |
| DeKalb County Highway Dept.- Shabbona Twp.           | 327 S Pontiac Street     | Shabbona         | IL | 60550 | 1826 Barber Greene Road            | DeKalb      | 3 |
| DeKalb County Highway Dept.- Somonauk Village        | 500 South Gage Street    | Somonauk         | IL | 60552 | 1826 Barber Greene Road            | DeKalb      | 3 |
| DeKalb County Highway Dept.- Sycamore Twp.           | 545 Brickville Rd        | Sycamore         | IL | 60178 | 1826 Barber Greene Road            | DeKalb      | 3 |
| DeKalb County Highway Dept.- Waterman Village        | 215 West Adams           | Waterman         | IL | 60556 | 1826 Barber Greene Road            | DeKalb      | 3 |
| DePue, Village of                                    | 905 West Fourth Street   | DePue            | IL | 61322 | 111 West Second Street, PO Box 500 | Bureau      | 3 |
| DeWitt County Hwy. Dept.                             | 9900 Revere Road         | Clinton          | IL | 61727 | 9900 Revere Road                   | Clinton     | 5 |
| Dixon Township                                       | 959 Stony Point Rd.      | Dixon            | IL | 61021 | 315 Highland Ave.                  | Lee         | 2 |
| Dixon, City of                                       | 619 W Seventh St.        | Dixon            | IL | 61021 | 121 W Second St.                   | Lee         | 2 |
| Downers Grove, Village of                            | 5101 Walnut Ave          | Downers Grove    | IL | 60515 | 5101 Walnut Ave.                   | DuPage      | 1 |
| Dunleith Township                                    | 7753 North Badger Road   | East Dubuque     | IL | 61025 | 7753 N. Badger Rd., PO Box 124     | Jo Daviess  | 2 |
| Dwight, Village of                                   | 712 S Old Rt 66          | Dwight           | IL | 60420 | 209 S Prairie Ave.                 | Livingston  | 3 |
| East Dubuque, City of                                | 200 Boat Ramp Road       | East Dubuque     | IL | 61025 | 261 Sinsinawa Avenue               | Jo Daviess  | 2 |
| East Dundee , Village of                             | 446 Elgin Ave            | East Dundee      | IL | 60118 | 120 Barrington Ave.                | Kane        | 1 |
| East Moline, City of                                 | 1200-13th Ave            | East Moline      | IL | 61244 | 1200-13th Ave.                     | Rock Island | 2 |
| Elgin #1, City of                                    | 529 Shales Parkway       | Elgin            | IL | 60120 | 150 Dexter Ct.                     | Kane        | 1 |
| Elgin #3, City of                                    | 2761 Bowes Rd.           | Elgin            | IL | 60120 | 150 Dexter Ct.                     | Kane        | 1 |
| Elgin Community College                              | 1700 Spartan Dr.         | Elgin            | IL | 60123 | 1700 SPARTAN DRIVE                 | Kane        | 1 |
| Elgin School District U-46                           | 1460 Sheldon Drive       | Elgin            | IL | 60120 | 1460 Sheldon Drive                 | Cook        | 1 |
| Elizabeth, Village of                                | 310 West Street          | Elizabeth        | IL | 61028 | 200 E. Myrtle St., PO Box 236      | Jo Daviess  | 2 |
| Elk Grove #1, Village of                             | 450 East Devon Ave.      | Elk Grove        | IL | 60007 | 901 Wellington Ave.                | Cook        | 1 |
| Elk Grove #2, Village of                             | 1635 Biesterfeld Road    | Elk Grove        | IL | 60007 | 901 Wellington Ave.                | Cook        | 1 |
| Elm Grove Township                                   | 14990 Watson Road        | Pekin            | IL | 61554 | 14490 Watson Rd.                   | Tazewell    | 4 |
| Elmwood Park, Village of                             | 7816 W. Grand Ave.       | Elmwood Park     | IL | 60707 | 7330 W. Fullerton                  | Cook        | 1 |
| Evergreen Park, Village of                           | 3300 West 93rd Street    | Evergreen Park   | IL | 60805 | 9418 S. Kedzie Avenue              | Cook        | 1 |
| Flora Township Road District                         | 3100 Town Hall Road      | Belvidere        | IL | 61008 | 9759 IL. Route 76                  | Boone       | 2 |
| Flora, City of                                       | 739 Vincennes Ave.       | Flora            | IL | 62839 | 200 Fairview St.                   | Clay        | 7 |
| Flossmoor, Village of                                | 1700 Central Park Avenue | Flossmoor        | IL | 60422 | 2800 Flossmoor Road                | Cook        | 1 |
| Forest Park, Village of                              | 7343 W 15th St.          | Forest Park      | IL | 60130 | 517 DesPlaines Ave.                | Cook        | 1 |
| Forest Preserve Dist. of Kane County- Grunwald Farms | 25033 North Lorang Road  | Elburn           | IL | 60119 | 1996 S Kirk Road, Suite 320        | Kane        | 1 |
| Forest View, Village of                              | 4625 Oak Park Ave.       | Forest View      | IL | 60402 | 7000 West 46th Street              | Cook        | 1 |
| Frankfort Twp. Road Dist.                            | 9434 W. LaPorte Road     | Mokena           | IL | 60448 | 9434 W. LaPorte Road               | Will        | 1 |
| Frankfort, Village of                                | 100 Sangmeister Road     | Frankfort        | IL | 60423 | 432 W Nebraska Street              | Will        | 1 |
| Frederick Township Road District                     | 4516 Mill Lane           | Beardstown       | IL | 62618 | 25914 Rining Ln.                   | Schuyler    | 6 |
| Freedom Township Road District                       | 19987 Townhall Rd.       | Lanark           | IL | 61046 | 19987 Townhall Rd.                 | Carroll     | 2 |
| Freeport, City of                                    | 1001 N. Island Ave.      | Freeport         | IL | 61032 | 1001 N. Island Ave.                | Stephenson  | 2 |
| Galesburg, City of                                   | 200 S Henderson St.      | Galesburg        | IL | 61401 | 55 West Tompkins St.               | Knox        | 4 |
| Garfield Township                                    | 6700 South Route 53      | Gardner          | IL | 60424 | 301 N. liberty, PO Box 27          | Grundy      | 3 |
| Geneva, City of                                      | 1800 South St.           | Geneva           | IL | 60134 | 1800 South Street                  | Kane        | 1 |
| Gibson, City of                                      | 635 N State Street       | Gibson City      | IL | 60936 | 101 E. 8th St.                     | Ford        | 3 |
| Gilberts, Village of                                 | 185 Industrial Drive     | Gilberts         | IL | 60136 | 87 Galligan Rd.                    | Kane        | 1 |
| Girard, City of                                      | 111 W. Madison St.       | Girard           | IL | 62640 | 111 W. Madison St.                 | Macoupin    | 6 |
| Glenbrook North H.S. Dist 225 (Northbrook)           | 2300 N. Shermer Ave.     | Northbrook       | IL | 60026 | 3801 W. Lake Ave.                  | Cook        | 1 |
| Glenbrook South H. S. Dist 225 (Glenview)            | 4000 W. Lake Ave.        | Glenview         | IL | 60026 | 3801 W. Lake Ave.                  | Cook        | 1 |
| Glendale Heights, Village of                         | 1615 Glen Ellyn Road     | Glendale Hts.    | IL | 60139 | 1615 Glen Ellyn Road               | DuPage      | 1 |
| Glenview, Village of                                 | 2498 East Lake Avenue    | Glenview         | IL | 60026 | 2498 East Lake Avenue              | Cook        | 1 |
| Governors State University                           | 1 University Parkway     | University Park  | IL | 60484 | 1 University Parkway               | Will        | 1 |
| Grandview, Village of                                | 2720 E. Keys             | Springfield      | IL | 62702 | 2377 E. Reservoir                  | Sangamon    | 6 |
| Granite City Community Unit School Dist. #9          | 1947 Adams St.           | Granite City     | IL | 62040 | 3200 Maryville Rd.                 | Madison     | 8 |
| Grant Park, Village Of                               | 619 S. Maple St.         | Grant Park       | IL | 60940 | 106 W. Taylor St., P.O. Box 446    | Kankakee    | 3 |
| Granville, Village of                                | 101 S. High St.          | Granville        | IL | 61326 | 316 S. McCoy Street, P.O. Box 580  | Putnam      | 4 |
| Greene County Hwy. Dept.                             | 377 E. State Route 108   | Carrollton       | IL | 62016 | 377 E. State Route 108             | Greene      | 8 |
| Greenfield Township                                  | 35 Oak Street            | South Wilmington | IL | 60474 | PO Box 123                         | Grundy      | 3 |
| Greenville, City of                                  | 1307 S. 4th St.          | Greenville       | IL | 62246 | 404 S. 3rd St.                     | Bond        | 8 |

|      |          |      |        |         |     |         |     |
|------|----------|------|--------|---------|-----|---------|-----|
| 300  | \$80.49  | 100% | Morton | P-85804 | 478 | B-48267 | 812 |
| 66   | \$64.63  | 80%  | Morton | P-85804 | 9   | B-48267 | 13  |
| 500  | \$74.58  | 100% | Morton | P-85804 | 166 | B-48267 | 219 |
| 88   | \$90.55  | 80%  | Morton | P-85804 | 274 | B-48267 | 380 |
| 550  | \$68.27  | 80%  | Morton | P-85804 | 10  | B-48267 | 14  |
| 1000 | \$66.43  | 80%  | Morton | P-85804 | 185 | B-48267 | 248 |
| 800  | \$65.18  | 80%  | Morton | P-85804 | 186 | B-48267 | 249 |
| 110  | \$70.86  | 80%  | Morton | P-85804 | 187 | B-48267 | 250 |
| 1000 | \$71.93  | 80%  | Morton | P-85804 | 152 | B-48267 | 185 |
| 66   | \$89.21  | 80%  | Morton | P-85804 | 303 | B-48267 | 441 |
| 66   | \$84.36  | 80%  | Morton | P-85804 | 304 | B-48267 | 449 |
| 66   | \$92.42  | 80%  | Morton | P-85804 | 305 | B-48267 | 452 |
| 176  | \$85.35  | 80%  | Morton | P-85804 | 306 | B-48267 | 454 |
| 704  | \$86.48  | 80%  | Morton | P-85804 | 307 | B-48267 | 456 |
| 44   | \$90.41  | 80%  | Morton | P-85804 | 308 | B-48267 | 459 |
| 44   | \$93.49  | 100% | Morton | P-85804 | 295 | B-48267 | 431 |
| 506  | \$87.53  | 80%  | Morton | P-85804 | 407 | B-48267 | 637 |
| 330  | \$87.04  | 100% | Morton | P-85804 | 256 | B-48267 | 346 |
| 814  | \$93.68  | 80%  | Morton | P-85804 | 257 | B-48267 | 347 |
| 2000 | \$65.54  | 100% | Morton | P-85804 | 111 | B-48267 | 128 |
| 250  | \$93.39  | 80%  | Morton | P-85804 | 246 | B-48267 | 328 |
| 176  | \$80.76  | 80%  | Morton | P-85804 | 349 | B-48267 | 530 |
| 350  | \$93.39  | 100% | Morton | P-85804 | 247 | B-48267 | 329 |
| 330  | \$74.25  | 80%  | Morton | P-85804 | 132 | B-48267 | 155 |
| 1800 | \$85.88  | 80%  | Morton | P-85804 | 275 | B-48267 | 381 |
| 2500 | \$71.44  | 80%  | Morton | P-85804 | 133 | B-48267 | 156 |
| 1500 | \$78.83  | 80%  | Morton | P-85804 | 134 | B-48267 | 158 |
| 250  | \$75.42  | 80%  | Morton | P-85804 | 135 | B-48267 | 159 |
| 1200 | \$75.77  | 80%  | Morton | P-85804 | 11  | B-48267 | 16  |
| 75   | \$89.82  | 100% | Morton | P-85804 | 248 | B-48267 | 331 |
| 1800 | \$70.56  | 80%  | Morton | P-85804 | 12  | B-48267 | 17  |
| 400  | \$69.36  | 80%  | Morton | P-85804 | 13  | B-48267 | 18  |
| 176  | \$78.90  | 100% | Morton | P-85804 | 386 | B-48267 | 591 |
| 1600 | \$72.83  | 80%  | Morton | P-85804 | 14  | B-48267 | 19  |
| 1700 | \$63.43  | 80%  | Morton | P-85804 | 15  | B-48267 | 20  |
| 242  | \$73.91  | 80%  | Morton | P-85804 | 232 | B-48267 | 302 |
| 200  | \$105.93 | 100% | Morton | P-85804 | 450 | B-48267 | 742 |
| 400  | \$63.55  | 80%  | Morton | P-85804 | 16  | B-48267 | 21  |
| 1800 | \$64.16  | 80%  | Morton | P-85804 | 17  | B-48267 | 22  |
| 60   | \$71.00  | 100% | Morton | P-85804 | 136 | B-48267 | 160 |
| 110  | \$66.81  | 80%  | Morton | P-85804 | 18  | B-48267 | 23  |
| 1800 | \$66.65  | 80%  | Morton | P-85804 | 188 | B-48267 | 251 |
| 1800 | \$64.77  | 80%  | Morton | P-85804 | 189 | B-48267 | 252 |
| 22   | \$90.43  | 100% | Morton | P-85804 | 449 | B-48267 | 733 |
| 175  | \$94.04  | 80%  | Morton | P-85804 | 239 | B-48267 | 311 |
| 3125 | \$96.67  | 80%  | Morton | P-85804 | 280 | B-48267 | 401 |
| 2000 | \$84.88  | 80%  | Morton | P-85804 | 364 | B-48267 | 550 |
| 50   | \$85.16  | 100% | Morton | P-85804 | 315 | B-48267 | 476 |
| 2000 | \$76.02  | 80%  | Morton | P-85804 | 137 | B-48267 | 162 |
| 100  | \$86.78  | 80%  | Morton | P-85804 | 312 | B-48267 | 470 |
| 1232 | \$76.92  | 80%  | Morton | P-85804 | 138 | B-48267 | 163 |
| 44   | \$88.10  | 80%  | Morton | P-85804 | 425 | B-48267 | 693 |
| 100  | \$68.25  | 80%  | Morton | P-85804 | 19  | B-48267 | 25  |
| 100  | \$68.25  | 80%  | Morton | P-85804 | 20  | B-48267 | 26  |
| 1804 | \$71.28  | 80%  | Morton | P-85804 | 112 | B-48267 | 129 |
| 2000 | \$65.87  | 80%  | Morton | P-85804 | 21  | B-48267 | 27  |
| 100  | \$70.65  | 80%  | Morton | P-85804 | 190 | B-48267 | 253 |
| 22   | \$86.86  | 100% | Morton | P-85804 | 440 | B-48267 | 719 |
| 100  | \$74.97  | 100% | Morton | P-85804 | 474 | B-48267 | 800 |
| 88   | \$70.68  | 80%  | Morton | P-85804 | 324 | B-48267 | 493 |
| 132  | \$83.42  | 80%  | Morton | P-85804 | 383 | B-48267 | 583 |
| 380  | \$81.22  | 80%  | Morton | P-85804 | 473 | B-48267 | 794 |
| 50   | \$86.02  | 80%  | Morton | P-85804 | 316 | B-48267 | 478 |
| 506  | \$82.75  | 80%  | Morton | P-85804 | 467 | B-48267 | 786 |

|                                             |                              |                   |    |       |                                      |             |   |
|---------------------------------------------|------------------------------|-------------------|----|-------|--------------------------------------|-------------|---|
| Greenwood Township Road Dist.               | 5211 Miller Road             | Wonder Lake       | IL | 60097 | 5211 Miller Road                     | McHenry     | 1 |
| Grundy County Hwy Dept.                     | 245 N. Illinois Rt.47        | Morris            | IL | 60450 | 245 North IL Route 47                | Grundy      | 3 |
| Guilford Township                           | 1973 W. Rawlins              | Elizabeth         | IL | 61028 | 1973 Rawlins Road                    | Jo Daviess  | 2 |
| Hampton Township Road District              | 5030 8th Ave.                | East Moline       | IL | 61244 | 209 19 St.                           | Rock Island | 2 |
| Hancock County Hwy Dept                     | 101 S. First Street          | Carthage          | IL | 62321 | 101 South First Street, P.O. Box 379 | Hancock     | 6 |
| Hanover Township Hwy. Dept.                 | 525 Shales Parkway           | Elgin             | IL | 60120 | 250 S. IL Route 59                   | Cook        | 1 |
| Harlem Township                             | 2760 N. Harlem Center Road   | Freeport          | IL | 61032 | 2763 Winneshiek Rd.                  | Stephenson  | 2 |
| Harvard, City of                            | 807 W. Brink St.             | Harvard           | IL | 60033 | P.O. Box 301                         | McHenry     | 1 |
| Harwood Heights, Village of                 | 7105 W. Wilson Ave.          | Harwood Heights   | IL | 60706 | 7300 W. Wilson Ave.                  | Cook        | 1 |
| Havana, City of                             | 1100 South 10th street       | Havana            | IL | 62644 | 227 West Main Street                 | Mason       | 6 |
| Hawthorn School Dist #73                    | 910 Tower Road               | Mundelein         | IL | 60060 | 841 West End Court                   | Lake        | 1 |
| Henderson County Hwy. Dept.                 | 112 N. Mary St.              | Stronghurst       | IL | 61480 | 112 N. Mary St.                      | Henderson   | 4 |
| Hennepin, Village of                        | 407 N. 5th Street            | Hennepin          | IL | 61327 | 627 E. High St., PO Box 194          | Putnam      | 4 |
| Heyworth, Village of                        | 1301 W. Cleveland Ave        | Heyworth          | IL | 61745 | 108 S. Buchanan Street               | McLean      | 5 |
| Hickory Hills, City of                      | 7700 W. 98th Street          | Hickory Hills     | IL | 60457 | 7700 W. 98th Street                  | Cook        | 1 |
| Highland Park, City of                      | 1180 Half Day Road           | Highland Park     | IL | 60035 | 1150 Half Day Road                   | Lake        | 1 |
| Hillcrest, Village of                       | 204 Hillcrest Ave            | Hillcrest         | IL | 61068 | 204 HILLCREST AVE.                   | Ogle        | 2 |
| Hillside, Village of                        | 4151 May Street              | Hillside          | IL | 60162 | 425 N. Hillside Avenue               | Cook        | 1 |
| Hinsdale, Village of                        | 225 Symonds Dr               | Hinsdale          | IL | 60521 | 19 E Chicago Ave.                    | DuPage      | 1 |
| Hodgkins, Village of                        | 6825 Santa Fe Drive          | Hodgkins          | IL | 60525 | 8990 Lyons street                    | Cook        | 1 |
| Hoffman Estates, Village of                 | 2405 Pembroke Ave.           | Hoffman Estates   | IL | 60169 | 2305 Pembroke Ave.                   | Cook        | 1 |
| Homer Glen, Village of                      | 14400 W. 151st Street        | Homer Glen        | IL | 60491 | 14400 W. 151st St.                   | Will        | 1 |
| Hometown, City of                           | 4413 Southwest Highway       | Hometown          | IL | 60456 | 4331 Southwest Highway               | Cook        | 1 |
| Homewood, Village of                        | 17755 Ashland Avenue         | Homewood          | IL | 60430 | 17755 Ashland Ave.                   | Cook        | 1 |
| Illinois Central College #1                 | One College Drive            | East Peoria       | IL | 61635 | One College Drive                    | Tazewell    | 4 |
| Illinois Central College #2                 | 5407 North University Street | Peoria            | IL | 61635 | One College Drive                    | Peoria      | 4 |
| Illinois Valley Community College           | 815 N. Orlando Smith Road    | Oglesby           | IL | 61348 | 815 N. Orlando Smith Road            | LaSalle     | 3 |
| Indian Head Park, Village of                | 11308 W. 70th Place          | Indian Head Park  | IL | 60525 | 201 ACACIA DRIVE                     | Cook        | 1 |
| Indiantown Township                         | 370 W. Brewster Street       | Tiskilwa          | IL | 61368 | 370 W. Brewster St.,P.O. Box 362     | Bureau      | 3 |
| Jackson County Highway Dept.                | 1200 Enterprise Ave.         | Murphysboro       | IL | 62966 | 1200 Enterprise Avenue               | Jackson     | 9 |
| Jerome, Village Of                          | 2901 Leonard St.             | Springfield       | IL | 62704 | 2901 Leonard St.                     | Sangamon    | 6 |
| Joliet, City of - Cass Street Facility      | 818 East Cass Street         | Joliet            | IL | 60432 | 1203 Cedarwood Drive                 | Will        | 1 |
| Joliet, City of - Cedarwood Facility        | 1203 Cedarwood Drive         | Joliet            | IL | 60435 | 1203 Cedarwood Drive                 | Will        | 1 |
| Joliet, City of -Arbeiter Road Facility     | 2001 Arbeiter Road           | Joliet            | IL | 60431 | 1203 Cedarwood Drive                 | Will        | 1 |
| Justice, Village of                         | 8750 Industrial Dr.          | Justice           | IL | 60458 | 7800 Archer Road                     | Cook        | 1 |
| Kankakee #1, City of                        | 401 W. Oak St.               | Kankakee          | IL | 60901 | 401 W. Oak St.                       | Kankakee    | 3 |
| Kankakee Community College                  | 100 College Drive            | Kankakee          | IL | 60901 | 100 College Dr.                      | Kankakee    | 3 |
| Kankakee County Hwy. Dept.                  | 1185 S East Avenue           | Kankakee          | IL | 60901 | 750 S. East Avenue, PO Box 825       | Kankakee    | 3 |
| Kent Township                               | 2054 W. Timber Rd.           | Lena              | IL | 61048 | 2054 W. Timber Rd.                   | Stephenson  | 2 |
| Knox County Hwy. Dept.                      | 1214 U.S. Hwy. 150. E        | Knoxville         | IL | 61448 | 1214 U.S. Highway 150 East           | Knox        | 4 |
| Knox Township Road District                 | 200 Carr Street              | Knoxville         | IL | 61448 | 200 Carr St.                         | Knox        | 4 |
| La Grange Park District                     | 536 East Ave.                | La Grange         | IL | 60525 | 536 East Ave.                        | Cook        | 1 |
| La Grange Park, Village of                  | 937 Barnsdale Road           | LaGrange Park     | IL | 60526 | 447 N. Catherine Ave.                | Cook        | 1 |
| La Grange, Village of                       | 720 E. Cossitt Avenue        | La Grange         | IL | 60525 | 320 East Avenue                      | Cook        | 1 |
| Ladd , Village of                           | 412 N Chicago Ave.           | Ladd              | IL | 61329 | PO Box 305                           | Bureau      | 3 |
| Lake Bluff, Village of                      | 640 Rockland Rd.             | Lake Bluff        | IL | 60044 | 40 E Center Ave.                     | Lake        | 1 |
| Lake County Tech Campus                     | 19525 W. Washington Street   | Grayslake         | IL | 60030 | 19525 W Washington Street            | Lake        | 1 |
| Lake County, College of                     | 19351 W. Washington St.      | Grayslake         | IL | 60030 | 19351 W. Washington St.              | Lake        | 1 |
| Lake in the Hills, Village of               | 9010 Haligus Road            | Lake in the Hills | IL | 60156 | 9010 Haligus Road                    | McHenry     | 1 |
| Lake Park High School Dist. 108 East Campus | 600 South Medinah Rd.        | Roselle           | IL | 60172 | 590 S. Medinah Rd.                   | DuPage      | 1 |
| Lake Park High School Dist. 108 West Campus | 500 West Bryn Mawr Ave.      | Roselle           | IL | 60172 | 590 S. Medinah Rd.                   | DuPage      | 1 |
| Lanark, City of                             | 121 N. Boyd St.              | Lanark            | IL | 61046 | 111A S. Broad Street                 | Carrroll    | 2 |
| Lansing, Village of                         | 3300 171 St.                 | Lansing           | IL | 60438 | 3141 Ridge Road                      | Cook        | 1 |
| Lee County Hwy. Dept -Amboy                 | 1629 Lee Center Road         | Amboy             | IL | 61310 | 1629 Lee Center Road, PO Box 193     | Lee         | 2 |
| Lemont, Village of                          | 16680 New Ave.               | Lemont            | IL | 60439 | 16680 New Ave.                       | Cook        | 1 |
| Lena, Village of                            | 224 E. Townline Road         | Lena              | IL | 61048 | 122 E Main St.                       | Stephenson  | 2 |
| Leroy Township                              | 9743 Blaine Rd               | Capron            | IL | 61012 | 9759 IL Route 76                     | Boone       | 2 |
| Leroy, City of                              | 410 N. Hemlock St.           | Leroy             | IL | 61752 | 207 S. East St.                      | McLean      | 5 |
| Lexington, City of                          | 110 North West St.           | Lexington         | IL | 61753 | 329 West Main St.                    | McLean      | 5 |
| Lincoln, City of                            | 313 Limit St                 | Lincoln           | IL | 62656 | 700 Broadway Street                  | Logan       | 6 |
| Lincolnwood, Village of                     | 7001 North Lawndale Avenue   | Lincolnwood       | IL | 60712 | 7001 North Lawndale Avenue           | Cook        | 1 |
| Lindenhurst, Village of                     | 2060 Grass Lake Road         | Lindenhurst       | IL | 60046 | 2301 East Sand Lake Road             | Lake        | 1 |
| Litchfield, City of                         | 104 North IL. Street         | Litchfield        | IL | 62056 | 120 E Ryder St.                      | Montgomery  | 6 |
| Livingston County Hwy. Dept.                | 1705 S. Manlove St.          | Pontiac           | IL | 61764 | 1705 S. Manlove Street               | Livingston  | 3 |
| Lockport #2, City of                        | 17112 S. Prime Blvd.         | Lockport          | IL | 60441 | 222 E. 9th St.                       | Will        | 1 |
| Lockport Township Highway Dept.             | 123 South Ave.               | Lockport          | IL | 60441 | 111 South Ave.                       | Will        | 1 |
| Lockport Township Park Dist.                | 16210 Broadway St.           | Lockport          | IL | 60441 | 1811 S. Lawrence Ave.                | Will        | 1 |
| Logan County Highway Dept.                  | 529 S. McLean St.            | Lincoln           | IL | 62656 | 529 S. McLean Street                 | Logan       | 6 |
| Macomb, City of                             | 233 Center St.               | Macomb            | IL | 61455 | 232 East Jackson, Po Box 377         | McDonough   | 4 |
| Macoupin County Hwy. Dept.                  | 21639 IL Route 4             | Carlinville       | IL | 62626 | 21480 IL Route 4                     | Macoupin    | 6 |
| Mahomet, Village of                         | 218 S Lake Of The Woods Rd   | Mahomet           | IL | 61853 | P.O. Box 259                         | Champaign   | 5 |

|      |              |        |         |     |         |     |  |
|------|--------------|--------|---------|-----|---------|-----|--|
| 500  | \$72.56 100% | Morton | P-85804 | 167 | B-48267 | 222 |  |
| 500  | \$79.04 80%  | Morton | P-85804 | 317 | B-48267 | 479 |  |
| 400  | \$87.95 100% | Morton | P-85804 | 249 | B-48267 | 333 |  |
| 300  | \$85.85 80%  | Morton | P-85804 | 276 | B-48267 | 382 |  |
| 264  | \$98.56 80%  | Morton | P-85804 | 421 | B-48267 | 686 |  |
| 396  | \$71.45 80%  | Morton | P-85804 | 22  | B-48267 | 28  |  |
| 198  | \$95.24 80%  | Morton | P-85804 | 281 | B-48267 | 402 |  |
| 500  | \$72.44 80%  | Morton | P-85804 | 168 | B-48267 | 224 |  |
| 400  | \$68.21 80%  | Morton | P-85804 | 23  | B-48267 | 30  |  |
| 175  | \$86.52 80%  | Morton | P-85804 | 430 | B-48267 | 699 |  |
| 155  | \$71.32 80%  | Morton | P-85804 | 153 | B-48267 | 186 |  |
| 264  | \$92.12 80%  | Morton | P-85804 | 361 | B-48267 | 546 |  |
| 22   | \$93.67 100% | Morton | P-85804 | 384 | B-48267 | 584 |  |
| 88   | \$88.64 100% | Morton | P-85804 | 409 | B-48267 | 646 |  |
| 506  | \$62.48 80%  | Morton | P-85804 | 24  | B-48267 | 31  |  |
| 1600 | \$71.06 80%  | Morton | P-85804 | 154 | B-48267 | 188 |  |
| 75   | \$88.04 80%  | Morton | P-85804 | 267 | B-48267 | 362 |  |
| 1600 | \$64.72 80%  | Morton | P-85804 | 25  | B-48267 | 32  |  |
| 594  | \$65.15 80%  | Morton | P-85804 | 113 | B-48267 | 130 |  |
| 400  | \$70.22 80%  | Morton | P-85804 | 26  | B-48267 | 33  |  |
| 3400 | \$67.17 80%  | Morton | P-85804 | 27  | B-48267 | 34  |  |
| 3000 | \$65.52 80%  | Morton | P-85804 | 191 | B-48267 | 254 |  |
| 286  | \$62.48 100% | Morton | P-85804 | 28  | B-48267 | 35  |  |
| 1200 | \$62.48 80%  | Morton | P-85804 | 29  | B-48267 | 36  |  |
| 200  | \$82.19 80%  | Morton | P-85804 | 387 | B-48267 | 594 |  |
| 50   | \$81.78 80%  | Morton | P-85804 | 378 | B-48267 | 572 |  |
| 140  | \$80.31 80%  | Morton | P-85804 | 336 | B-48267 | 516 |  |
| 300  | \$63.67 80%  | Morton | P-85804 | 30  | B-48267 | 37  |  |
| 88   | \$92.75 80%  | Morton | P-85804 | 296 | B-48267 | 432 |  |
| 484  | \$93.21 80%  | Morton | P-85804 | 490 | B-48267 | 844 |  |
| 22   | \$86.94 100% | Morton | P-85804 | 441 | B-48267 | 720 |  |
| 2500 | \$66.61 80%  | Morton | P-85804 | 192 | B-48267 | 256 |  |
| 2500 | \$67.10 80%  | Morton | P-85804 | 193 | B-48267 | 257 |  |
| 2000 | \$68.05 80%  | Morton | P-85804 | 194 | B-48267 | 258 |  |
| 600  | \$62.48 100% | Morton | P-85804 | 31  | B-48267 | 38  |  |
| 2000 | \$70.11 80%  | Morton | P-85804 | 325 | B-48267 | 494 |  |
| 80   | \$80.42 100% | Morton | P-85804 | 326 | B-48267 | 495 |  |
| 2706 | \$71.44 80%  | Morton | P-85804 | 327 | B-48267 | 496 |  |
| 44   | \$90.17 80%  | Morton | P-85804 | 282 | B-48267 | 403 |  |
| 1000 | \$84.39 80%  | Morton | P-85804 | 365 | B-48267 | 551 |  |
| 400  | \$92.51 100% | Morton | P-85804 | 366 | B-48267 | 552 |  |
| 25   | \$65.59 100% | Morton | P-85804 | 32  | B-48267 | 40  |  |
| 500  | \$64.31 80%  | Morton | P-85804 | 33  | B-48267 | 41  |  |
| 960  | \$63.89 80%  | Morton | P-85804 | 34  | B-48267 | 42  |  |
| 154  | \$85.15 80%  | Morton | P-85804 | 297 | B-48267 | 433 |  |
| 200  | \$70.24 100% | Morton | P-85804 | 155 | B-48267 | 189 |  |
| 22   | \$71.10 100% | Morton | P-85804 | 156 | B-48267 | 190 |  |
| 88   | \$70.24 100% | Morton | P-85804 | 157 | B-48267 | 191 |  |
| 1200 | \$74.13 80%  | Morton | P-85804 | 169 | B-48267 | 227 |  |
| 44   | \$74.59 80%  | Morton | P-85804 | 114 | B-48267 | 131 |  |
| 66   | \$74.04 80%  | Morton | P-85804 | 115 | B-48267 | 132 |  |
| 300  | \$95.26 80%  | Morton | P-85804 | 240 | B-48267 | 312 |  |
| 3000 | \$62.48 80%  | Morton | P-85804 | 35  | B-48267 | 43  |  |
| 2000 | \$87.28 80%  | Morton | P-85804 | 258 | B-48267 | 348 |  |
| 2500 | \$66.03 100% | Morton | P-85804 | 36  | B-48267 | 44  |  |
| 250  | \$95.17 80%  | Morton | P-85804 | 283 | B-48267 | 405 |  |
| 154  | \$81.11 80%  | Morton | P-85804 | 233 | B-48267 | 303 |  |
| 125  | \$87.20 100% | Morton | P-85804 | 410 | B-48267 | 648 |  |
| 22   | \$88.91 100% | Morton | P-85804 | 411 | B-48267 | 649 |  |
| 500  | \$86.10 80%  | Morton | P-85804 | 423 | B-48267 | 689 |  |
| 400  | \$67.15 80%  | Morton | P-85804 | 37  | B-48267 | 45  |  |
| 400  | \$83.39 100% | Morton | P-85804 | 158 | B-48267 | 194 |  |
| 220  | \$82.48 80%  | Morton | P-85804 | 434 | B-48267 | 706 |  |
| 500  | \$85.38 80%  | Morton | P-85804 | 350 | B-48267 | 531 |  |
| 2000 | \$66.16 80%  | Morton | P-85804 | 195 | B-48267 | 259 |  |
| 1200 | \$67.13 80%  | Morton | P-85804 | 196 | B-48267 | 260 |  |
| 110  | \$72.43 80%  | Morton | P-85804 | 197 | B-48267 | 261 |  |
| 154  | \$87.52 80%  | Morton | P-85804 | 424 | B-48267 | 690 |  |
| 1200 | \$87.14 80%  | Morton | P-85804 | 373 | B-48267 | 562 |  |
| 500  | \$86.85 80%  | Morton | P-85804 | 426 | B-48267 | 694 |  |
| 440  | \$94.86 100% | Morton | P-85804 | 403 | B-48267 | 627 |  |

|                                                   |                                |                 |    |       |                                     |             |   |
|---------------------------------------------------|--------------------------------|-----------------|----|-------|-------------------------------------|-------------|---|
| Maine Township Hwy. Dept.                         | 1401 Redeker Road              | Des Plaines     | IL | 60016 | 1401 Redeker Road                   | Cook        | 1 |
| Manchester Township                               | 20904 Grade School Rd          | Caledonia       | IL | 61011 | 9759 IL Route 76                    | Boone       | 2 |
| Manhattan, Village of                             | 100 Marion St.                 | Manhattan       | IL | 60442 | 260 Market Place                    | Will        | 1 |
| Manlius Township #2                               | 2867 E. 28th Rd                | Marseilles      | IL | 61341 | PO Box 798                          | LaSalle     | 3 |
| Manteno Township                                  | 1030 N. Boudreau Road          | Manteno         | IL | 60950 | 1030 N. Boudreau Road               | Kankakee    | 3 |
| Manteno, Village of                               | 10555 N. Maple                 | Manteno         | IL | 60950 | 98 E. 3rd Street                    | Kankakee    | 3 |
| Marengo Community High School Dist. #154          | 816 E. Grant Hwy.              | Marengo         | IL | 60152 | 110 Franks Road                     | McHenry     | 1 |
| Marengo Township Hwy. Dept.                       | 4010 N. IL Route 23            | Marengo         | IL | 60152 | 4010 N IL RT 23                     | McHenry     | 1 |
| Marengo, City of                                  | 835 E. Grant Hwy               | Marengo         | IL | 60152 | 132 E. Prairie Street               | McHenry     | 1 |
| Mark, Village of                                  | 2 Park Street                  | Mark            | IL | 61340 | 2 Park St., P.O. Box 27             | Putnam      | 4 |
| Markham, City of                                  | 16313 S. Kedzie Ave.           | Markham         | IL | 60428 | 16313 Kedzie Ave.                   | Cook        | 1 |
| Marquette Heights #1, City of                     | 121 Logan Rd.                  | Marquette Hts.  | IL | 61554 | 715 Lincoln Rd.                     | Tazewell    | 4 |
| Matteson, Village of                              | 21146 Tower Ave.               | Matteson        | IL | 60443 | 4900 Village Commons                | Cook        | 1 |
| Mattoon, City of                                  | 420 N. Logan Street            | Mattoon         | IL | 61938 | 208 North 19th Street               | Coles       | 7 |
| McDonough County Hwy. Dept.                       | 204 S. Western Ave.            | Macomb          | IL | 61455 | 204 S. Western Ave.                 | McDonough   | 4 |
| McHenry Community Consolidated School District 15 | 5805 W. Route 120              | McHenry         | IL | 60050 | 420 N. Front Street                 | McHenry     | 1 |
| McHenry High School Dist.156                      | 4724 W. Crystal Lake Rd        | McHenry         | IL | 60050 | 4716 W. Crystal Lake Rd.            | McHenry     | 1 |
| Medina Township Road Dist.                        | 10620 N Galena Road            | Mossville       | IL | 61552 | 10620 N Galena Road, P. O. Box 170  | Peoria      | 4 |
| Menard County Hwy Dept.                           | 15620 Chautauqua Road          | Petersburg      | IL | 62675 | 15620 Chautauqua Road               | Menard      | 6 |
| Menominee Township                                | 7547 North Menominee Road      | East Dubuque    | IL | 61025 | 7547 North Menominee Road           | Jo Daviess  | 2 |
| Menominee, Village of                             | 8389 North Badger Road         | East Dubuque    | IL | 61025 | P O Box 135                         | Jo Daviess  | 2 |
| Metamora, Village of                              | 200 S. Wetmore St.             | Metamora        | IL | 61548 | 100 N. Davenport St., P.O. Box 1070 | Woodford    | 4 |
| Midlothian, Village of                            | 3825 Claire Boulevard          | Midlothian      | IL | 60445 | 14801 S. Pulaski Road               | Cook        | 1 |
| Milan, Village of                                 | 613 W. 1st Avenue              | Milan           | IL | 61264 | 405 E. 1st Street                   | Rock Island | 2 |
| Milledgeville, Village of                         | 407 E. 4th St.                 | Milledgeville   | IL | 61051 | 344 N. Main Ave., P.O. Box 639      | Carroll     | 2 |
| Miller Township Road Dist.                        | 3338 E. 28-th Road             | Marseilles      | IL | 61341 | 3338 E 28th Rd.                     | LaSalle     | 3 |
| Milton Township Hwy. Dept.                        | 23 W 040 Poss St.              | Glen Ellyn      | IL | 60137 | 23 W 040 Poss St.                   | DuPage      | 1 |
| Minonk, City of                                   | 202 W. 10th St.                | Minonk          | IL | 61760 | 670 N. Chestnut St.                 | Woodford    | 4 |
| Mokena, Village of                                | 19004 Wolf Rd.                 | Mokena          | IL | 60448 | 11004 Carpenter St.                 | Will        | 1 |
| Monee Twp. Hwy. Dept.                             | 26121 Egyptian Trail           | Monee           | IL | 60449 | 26121 Egyptian Trail                | Will        | 1 |
| Monee, Village of                                 | 5130 West Court Street         | Monee           | IL | 60449 | 25711 S. Egyptian Trail             | Will        | 1 |
| Monmouth, City of                                 | 711 South 3rd Street           | Monmouth        | IL | 61462 | 100 East Broadway                   | Warren      | 4 |
| Monroe County Hwy. Dept. #1                       | 5200 Quarry Road               | Waterloo        | IL | 62298 | 901 Illinois Avenue, Suite B        | Monroe      | 8 |
| Monroe County Hwy. Dept. #2                       | Limestone Lane                 | Valmeyer        | IL | 62295 | 901 Illinois Avenue, Suite B        | Monroe      | 8 |
| Montgomery Co. Hwy Dept.                          | 11159 Illinois Route 185       | Hillsboro       | IL | 62049 | 11159 Illinois Route 185            | Montgomery  | 6 |
| Montgomery Township                               | 263 Grimm Rd.                  | Congerville     | IL | 61729 | 1510 Timberline Road                | Woodford    | 4 |
| Montgomery, Village of                            | 991 Knell Road                 | Montgomery      | IL | 60538 | 200 N. River St.                    | Kane        | 1 |
| Morgan County Road Dist #9                        | 114 Reinbach St.               | Franklin        | IL | 62638 | P.O. Box 104                        | Morgan      | 6 |
| Morton Township Road District                     | 27833 Cooper Rd.               | Morton          | IL | 61550 | 300 W. Jefferson St.                | Tazewell    | 4 |
| Mount Olive, City of                              | 901 Pine St.                   | Mt. Olive       | IL | 62069 | 115 E. Main St.                     | Macoupin    | 6 |
| Moweaqua, Village of                              | 850 North Main                 | Moweaqua        | IL | 62550 | 222 N. Main                         | Shelby      | 7 |
| Murphysboro, City of                              | 316 N 12th Street              | Murphysboro     | IL | 62966 | 316 N 12th Street                   | Jackson     | 9 |
| Na-Au-Say Township Road District1                 | 1312 Wheeler Road              | Plainfield      | IL | 60544 | 1312 W Wheeler Rd                   | Kendall     | 3 |
| Nachusa Township #1                               | 1263 Market St                 | Nachusa         | IL | 61057 | 1341 IL Route 38                    | Lee         | 2 |
| Naperville #2, City of                            | 2816 Plainfield/Naperville Rd. | Naperville      | IL | 60563 | 180 Fort Hill Drive - PO Box 3020   | Will        | 1 |
| Naperville Community School Dist. 203-1           | 203 W. Hillside Road           | Naperville      | IL | 60540 | 2031 W. Hillside Rd.                | DuPage      | 1 |
| Naperville Community School Dist. 203-2           | 700 W. 5th Ave.                | Naperville      | IL | 60540 | 203 W. Hillside Rd.                 | DuPage      | 1 |
| New Lenox Twp. Hwy. Dept.                         | 12551 Harvey Dr.               | New Lenox       | IL | 60451 | 12551 W Harvey Dr.                  | Will        | 1 |
| New Lenox, Village of                             | 2401 Ellis Road                | New Lenox       | IL | 60451 | 2401 Ellis Road                     | Will        | 1 |
| Niles Township High Schools Dist. 219 - North     | 9800 N. Lawler Ave.            | Skokie          | IL | 60077 | 7700 Gross Point Road               | Cook        | 1 |
| Niles Township High Schools Dist. 219 - West      | 5701 Oakton St.                | Skokie          | IL | 60077 | 7700 Gross Point Road               | Cook        | 1 |
| Niles, Village of                                 | 6849 Touhy Ave                 | Niles           | IL | 60714 | 1000 Civic Center Drive             | Cook        | 1 |
| Norridge, Village of                              | 5140 N. Cumberland Ave.        | Norridge        | IL | 60706 | 4000 N. Olcott Ave.                 | Cook        | 1 |
| North Pekin, Village of                           | 318 N. Main St.                | North Pekin     | IL | 61554 | 206 Lincoln Blvd.                   | Tazewell    | 4 |
| North Riverside, Village of                       | 2345 S. DesPlaines Ave         | North Riverside | IL | 60546 | 2401 S. DesPlaines Ave.             | Cook        | 1 |
| Northbrook, Village of                            | 655 Huehl Road                 | Northbrook      | IL | 60062 | 655 Huehl Road                      | Cook        | 1 |
| Northlake, City of                                | 100 W. Palmer Ave.             | Northlake       | IL | 60164 | 55 E. North Ave.                    | Cook        | 1 |
| Northville Township Road                          | 2689 N. 45th. Rd.              | Sandwich        | IL | 60548 | 2689 N. 45th Rd.                    | LaSalle     | 3 |
| Nunda Township Road District                      | 3518 Bay Road                  | Crystal Lake    | IL | 60012 | 3518 Bay Road                       | McHenry     | 1 |
| Oak Brook, Village of                             | 640 Oak Brook Rd.              | Oak Brook       | IL | 60523 | 1200 Oak Brook Rd.                  | DuPage      | 1 |
| Oak Forest, City of                               | 15801 LOREL AVE.               | Oak Forest      | IL | 60452 | 15440 S. CENTRAL AVE.               | Cook        | 1 |
| Oak Lawn, Village of                              | 11000 S. Lavergne Ave.         | Oak Lawn        | IL | 60453 | 9446 S Raymond Ave.                 | Cook        | 1 |
| Oak Park, Village of                              | 201 South Boulevard            | Oak Park        | IL | 60302 | 201 South Blvd.                     | Cook        | 1 |
| Oakton Community College District 535 #1          | 1600 E. Golf Road              | Des Plaines     | IL | 60016 | 1600 E. Golf Rd.                    | Cook        | 1 |
| Oakton Community College District 535 #2          | 7701 N. Lincoln Ave.           | Skokie          | IL | 60077 | 1600 E. Golf Rd.                    | Cook        | 1 |

|      |          |      |        |         |     |         |     |
|------|----------|------|--------|---------|-----|---------|-----|
| 600  | \$67.40  | 80%  | Morton | P-85804 | 38  | B-48267 | 46  |
| 110  | \$83.43  | 80%  | Morton | P-85804 | 234 | B-48267 | 304 |
| 1000 | \$67.36  | 100% | Morton | P-85804 | 198 | B-48267 | 263 |
| 154  | \$82.90  | 100% | Morton | P-85804 | 337 | B-48267 | 518 |
| 500  | \$74.22  | 80%  | Morton | P-85804 | 328 | B-48267 | 498 |
| 360  | \$70.44  | 80%  | Morton | P-85804 | 329 | B-48267 | 499 |
| 75   | \$74.76  | 80%  | Morton | P-85804 | 170 | B-48267 | 228 |
| 500  | \$73.54  | 80%  | Morton | P-85804 | 171 | B-48267 | 229 |
| 792  | \$73.54  | 100% | Morton | P-85804 | 172 | B-48267 | 230 |
| 22   | \$93.15  | 80%  | Morton | P-85804 | 385 | B-48267 | 585 |
| 1012 | \$60.73  | 80%  | Morton | P-85804 | 39  | B-48267 | 47  |
| 300  | \$81.68  | 80%  | Morton | P-85804 | 388 | B-48267 | 595 |
| 800  | \$65.47  | 80%  | Morton | P-85804 | 40  | B-48267 | 48  |
| 175  | \$98.74  | 80%  | Morton | P-85804 | 457 | B-48267 | 751 |
| 1000 | \$90.54  | 80%  | Morton | P-85804 | 374 | B-48267 | 563 |
| 132  | \$72.10  | 80%  | Morton | P-85804 | 173 | B-48267 | 231 |
| 88   | \$72.10  | 80%  | Morton | P-85804 | 174 | B-48267 | 232 |
| 800  | \$82.29  | 100% | Morton | P-85804 | 379 | B-48267 | 574 |
| 300  | \$83.45  | 80%  | Morton | P-85804 | 432 | B-48267 | 704 |
| 330  | \$94.45  | 100% | Morton | P-85804 | 250 | B-48267 | 336 |
| 80   | \$95.14  | 80%  | Morton | P-85804 | 251 | B-48267 | 337 |
| 130  | \$83.37  | 80%  | Morton | P-85804 | 396 | B-48267 | 614 |
| 300  | \$64.28  | 80%  | Morton | P-85804 | 41  | B-48267 | 49  |
| 350  | \$85.85  | 80%  | Morton | P-85804 | 277 | B-48267 | 384 |
| 75   | \$96.43  | 80%  | Morton | P-85804 | 241 | B-48267 | 313 |
| 154  | \$78.03  | 100% | Morton | P-85804 | 338 | B-48267 | 519 |
| 200  | \$67.88  | 100% | Morton | P-85804 | 116 | B-48267 | 133 |
| 88   | \$90.75  | 80%  | Morton | P-85804 | 397 | B-48267 | 615 |
| 1800 | \$64.41  | 80%  | Morton | P-85804 | 199 | B-48267 | 264 |
| 500  | \$71.14  | 80%  | Morton | P-85804 | 200 | B-48267 | 265 |
| 600  | \$67.56  | 80%  | Morton | P-85804 | 201 | B-48267 | 266 |
| 500  | \$91.09  | 80%  | Morton | P-85804 | 394 | B-48267 | 608 |
| 750  | \$77.24  | 100% | Morton | P-85804 | 479 | B-48267 | 813 |
| 1300 | \$78.09  | 100% | Morton | P-85804 | 480 | B-48267 | 814 |
| 350  | \$84.66  | 80%  | Morton | P-85804 | 435 | B-48267 | 707 |
| 110  | \$89.12  | 80%  | Morton | P-85804 | 398 | B-48267 | 616 |
| 814  | \$68.99  | 80%  | Morton | P-85804 | 139 | B-48267 | 165 |
| 100  | \$90.29  | 100% | Morton | P-85804 | 437 | B-48267 | 711 |
| 200  | \$81.78  | 80%  | Morton | P-85804 | 389 | B-48267 | 596 |
| 22   | \$80.27  | 80%  | Morton | P-85804 | 427 | B-48267 | 695 |
| 22   | \$112.20 | 100% | Morton | P-85804 | 465 | B-48267 | 779 |
| 100  | \$98.41  | 80%  | Morton | P-85804 | 491 | B-48267 | 845 |
| 500  | \$70.59  | 80%  | Morton | P-85804 | 332 | B-48267 | 508 |
| 100  | \$87.70  | 80%  | Morton | P-85804 | 259 | B-48267 | 350 |
| 1500 | \$68.73  | 80%  | Morton | P-85804 | 202 | B-48267 | 267 |
| 132  | \$69.46  | 80%  | Morton | P-85804 | 117 | B-48267 | 135 |
| 88   | \$69.46  | 80%  | Morton | P-85804 | 118 | B-48267 | 136 |
| 1400 | \$67.04  | 80%  | Morton | P-85804 | 203 | B-48267 | 268 |
| 2500 | \$66.20  | 80%  | Morton | P-85804 | 204 | B-48267 | 269 |
| 110  | \$68.23  | 80%  | Morton | P-85804 | 42  | B-48267 | 51  |
| 110  | \$68.23  | 80%  | Morton | P-85804 | 43  | B-48267 | 52  |
| 800  | \$68.25  | 100% | Morton | P-85804 | 44  | B-48267 | 53  |
| 600  | \$67.57  | 80%  | Morton | P-85804 | 45  | B-48267 | 54  |
| 154  | \$81.78  | 80%  | Morton | P-85804 | 390 | B-48267 | 598 |
| 616  | \$64.38  | 80%  | Morton | P-85804 | 46  | B-48267 | 55  |
| 2400 | \$65.87  | 100% | Morton | P-85804 | 47  | B-48267 | 57  |
| 240  | \$64.72  | 100% | Morton | P-85804 | 48  | B-48267 | 59  |
| 150  | \$81.77  | 80%  | Morton | P-85804 | 339 | B-48267 | 520 |
| 2000 | \$69.01  | 100% | Morton | P-85804 | 175 | B-48267 | 234 |
| 350  | \$65.44  | 80%  | Morton | P-85804 | 119 | B-48267 | 137 |
| 1250 | \$62.48  | 80%  | Morton | P-85804 | 49  | B-48267 | 60  |
| 4000 | \$61.67  | 80%  | Morton | P-85804 | 50  | B-48267 | 61  |
| 2000 | \$63.61  | 80%  | Morton | P-85804 | 51  | B-48267 | 62  |
| 110  | \$71.76  | 80%  | Morton | P-85804 | 52  | B-48267 | 63  |
| 22   | \$71.76  | 80%  | Morton | P-85804 | 53  | B-48267 | 64  |

|                                            |                                                 |                 |    |       |                                   |             |   |
|--------------------------------------------|-------------------------------------------------|-----------------|----|-------|-----------------------------------|-------------|---|
| Oglesby, City Of                           | 115 Fraser Ave.                                 | Oglesby         | IL | 61348 | 110 E Walnut St.                  | LaSalle     | 3 |
| Olney, City of                             | 1139 South Oak Street                           | Olney           | IL | 62450 | 300 South Whittle Ave.            | Richland    | 7 |
| Orland Hills, Village of                   | 16533 94th Ave                                  | Orland Hills    | IL | 60487 | 16033 94th Ave.                   | Cook        | 1 |
| Orland Park, Village of                    | 15655 S Ravinia Ave                             | Orland Park     | IL | 60462 | 14700 Ravinia Ave.                | Cook        | 1 |
| Orland Township Highway Dept.              | 16125 S. Wolf Road                              | Orland Park     | IL | 60491 | 16125 S. Wolf Road                | Cook        | 1 |
| Oswego Township Road District              | 1150 State Route 25                             | Oswego          | IL | 60543 | 1150 State Rt. 25                 | Kendall     | 3 |
| Ottawa Township Road District              | 1425 Boyce Memorial Drive                       | Ottawa          | IL | 61350 | 1425 Boyce Memorial Drive         | LaSalle     | 3 |
| Palatine, Village of                       | 148 W. Illinois Ave.                            | Palatine        | IL | 60067 | 148 W. Illinois Avenue            | Cook        | 1 |
| Palmyra Township                           | 214 Palmyra Rd                                  | Dixon           | IL | 61021 | 214 Palmyra Rd.                   | Lee         | 2 |
| Palos Heights, City of                     | 7607 W. College Drive                           | Palos Heights   | IL | 60463 | 7607 W College Dr.                | Cook        | 1 |
| Palos Hills, City of                       | 7860 108th St                                   | Palos Hills     | IL | 60465 | 10335 Roberts Rd.                 | Cook        | 1 |
| Palos Park, Village of                     | 8999 W. 131st Street                            | Palos Park      | IL | 60464 | 8999 W. 123rd Street              | Cook        | 1 |
| Pana, City of                              | 600 N Elm St                                    | Pana            | IL | 62557 | 120 E Third St.                   | Christian   | 6 |
| Park Forest, Village of                    | 75 Park Street                                  | Park Forest     | IL | 60466 | 350 Victory Drive                 | Cook        | 1 |
| Park Ridge Niles School Dist. #64          | 200 S Lincoln Ave.                              | Park Ridge      | IL | 60068 | 8182 W. Greendale Ave.            | Cook        | 1 |
| Park Ridge, City of                        | 400 Busse Highway                               | Park Ridge      | IL | 60068 | 505 Butler Place                  | Cook        | 1 |
| Parkland College                           | 2400 W. Bradley Ave.                            | Champaign       | IL | 61821 | 2400 W Bradley Ave.               | Champaign   | 5 |
| Pawnee, Village of                         | 1499 Park Street                                | Pawnee          | IL | 62558 | 617 - 7th St., P.O. Box 560       | Sangamon    | 6 |
| Paxton, City of                            | 755 N Railroad Ave.                             | Paxton          | IL | 60957 | 145 South Market St. - PO Box 59  | Ford        | 3 |
| Pekin, City of                             | 1208 Koch St.                                   | Pekin           | IL | 61554 | 1208 Koch St.                     | Tazewell    | 4 |
| Peoria Public Schools Dist# 150            | 315 E War Memorial Dr.                          | Peoria          | IL | 61604 | 3302 N. Wisconsin                 | Peoria      | 4 |
| Peotone, Village of                        | 208 E. Main St.                                 | Peotone         | IL | 60468 | 208 E Main St.                    | Will        | 1 |
| Persifer Township                          | 1735 US Highway 150 East                        | Dahinda         | IL | 61428 | P.O. Box 89                       | Knox        | 4 |
| Peru, City of                              | 4003 Plank Road                                 | Peru            | IL | 61354 | 1901 4th Street                   | LaSalle     | 3 |
| Piatt County Highway Dept. #1              | 832 East Old Rt. 47                             | Monticello      | IL | 61856 | 1115 North State Street Suite 150 | Piatt       | 5 |
| Pingree Grove, Village of                  | 275 Water Street                                | Pingree Grove   | IL | 60140 | 555 Reinking Rd.                  | Kane        | 1 |
| Plainfield Township Hwy. Dept              | 22525 W. Lockport St.                           | Plainfield      | IL | 60544 | 22525 W Lockport St.              | Will        | 1 |
| Plainfield, Village of                     | 14400 S. Coil Plus Dr.                          | Plainfield      | IL | 60544 | 14400 S. Coil Plus Drive          | Will        | 1 |
| Pleasant Hill, Village of                  | 104 W. Quincy St.                               | Pleasant Hill   | IL | 62366 | PO Box 187                        | Pike        | 6 |
| Pontiac, City of                           | 102 S. Pearl St.                                | Pontiac         | IL | 61764 | 115 W. Howard St.                 | Livingston  | 3 |
| Poplar Grove Township                      | 302 East Park Street                            | Poplar Grove    | IL | 61065 | 9759 IL. Route 76                 | Boone       | 2 |
| Poplar Grove, Village of                   | 201 E. Edson Road                               | Poplar Grove    | IL | 61065 | 200 N Hill St.                    | Boone       | 2 |
| Port Byron, Village of                     | 300 S. High St.                                 | Port Byron      | IL | 61275 | 120 S. Main St.                   | Rock Island | 2 |
| Prairie Grove, Village of                  | 4507 West Gracy Road                            | McHenry         | IL | 60050 | 3125 Barreville Road              | McHenry     | 1 |
| Princeton, City of                         | 1105 North Euclid St.                           | Princeton       | IL | 61356 | 2 South Main Street               | Bureau      | 3 |
| Prospect Heights, City of                  | 401 Piper Lane                                  | Prospect Hts.   | IL | 60070 | 401 Piper Lane                    | Cook        | 1 |
| Randolph County Road Dist. #1              | 10312 Schuline Road                             | Sparta          | IL | 62286 | 10312 Schuline Rd.                | Randolph    | 8 |
| Randolph County Road Dist. #2              | 4379 Chester Road                               | Chester         | IL | 62233 | 4379 Chester Road                 | Randolph    | 8 |
| Rice Township                              | 3260 South Rocky Hill Road                      | Galena          | IL | 61036 | 3260 South Rocky Hill Road        | Jo Daviess  | 2 |
| Ridott Township                            | 1474 Farwell Bridge Rd.                         | Ridott          | IL | 61067 | 1474 S. Farwell Bridge Rd.        | Stephenson  | 2 |
| Riley Township Road Dist.                  | 8910 Illinois Route 23                          | Marengo         | IL | 60152 | 8910 IL Route 23                  | McHenry     | 1 |
| River Forest, Village of                   | 45 Forest Ave                                   | River Forest    | IL | 60305 | 400 Park Ave.                     | Cook        | 1 |
| River Grove, Village of                    | 2101 West Street                                | River Grove     | IL | 60171 | 2621 Thatcher Avenue              | Cook        | 1 |
| Riverdale, Village of                      | 14101 South Halsted St.                         | Riverdale       | IL | 60827 | 14101 South Halsted St.           | Cook        | 1 |
| Riverside, Village of                      | 3860 Columbus Blvd                              | Riverside       | IL | 60546 | 3860 Columbus Blvd                | Cook        | 1 |
| Roanoke Township                           | 202 E. Woodford St.                             | Roanoke         | IL | 61561 | 202 E Woodford St.                | Woodford    | 4 |
| Roanoke, Village of                        | 202 E. Woodford St.                             | Roanoke         | IL | 61561 | 102 N. 6th St.                    | Woodford    | 4 |
| Rock Creek Lima Township                   | 25123 Locust Rd.                                | Lanark          | IL | 61046 | 25123 Locust Rd.                  | Carroll     | 2 |
| Rock Island County Highway Dept. #2        | 1570 Hubbard Road                               | Milan           | IL | 61264 | P.O. Box 797                      | Rock Island | 2 |
| Rockdale, Village of                       | 801 South Larkin Ave.                           | Rockdale        | IL | 60436 | 79 Moen Ave.                      | Will        | 1 |
| Rockton Township Highway Dept.             | 1301 N. Blackhawk Blvd.                         | Rockton         | IL | 61072 | 1301 N. Blackhawk Blvd.           | Winnebago   | 2 |
| Rolling Meadows, City of                   | 3900 Berdnick St.                               | Rolling Meadows | IL | 60008 | 3900 Berdnick St.                 | Cook        | 1 |
| Romeoville #2, Village of                  | 615 Anderson Drive                              | Romeoville      | IL | 60446 | 615 Anderson Drive                | Will        | 1 |
| Roselle, Village of                        | 474 Congress Circle North                       | Roselle         | IL | 60172 | 474 Congress Circle North         | DuPage      | 1 |
| Sauk Valley Community College              | 173 IL Route 2                                  | Dixon           | IL | 61021 | 173 IL Route 2                    | Lee         | 2 |
| Savanna, City of                           | 9980 Wacker Rd.                                 | Savanna         | IL | 61074 | 333 Chicago Ave.                  | Carroll     | 2 |
| Schaumburg School District 54              | 524 E. Schaumburg Road                          | Schaumburg      | IL | 60194 | 524 E. Schaumburg Road            | Cook        | 1 |
| Schaumburg Township Road Dist.             | 1 Illinois Blvd.                                | Hoffman Estates | IL | 60193 | 1 Illinois Blvd.                  | Cook        | 1 |
| Schiller Park, Village of                  | 9526 W. Irving Park Road                        | Schiller Park   | IL | 60176 | 9526 W. Irving Park Road          | Cook        | 1 |
| Seneca, Village of                         | 225 W. Union St                                 | Seneca          | IL | 61360 | 340 N Cash St.                    | LaSalle     | 3 |
| Seward Township Road District              | 14719 N. O'Brien Road                           | Minooka         | IL | 60447 | 14719 N. O'Brien Rd.              | Kendall     | 3 |
| Sheridan, Village of                       | 1025 W Si Johnson Ave.                          | Sheridan        | IL | 60551 | 115 N Robinson St.                | LaSalle     | 3 |
| Shields Twp. Highway Dept.                 | 719 Jenkisson Ave.                              | Lake Bluff      | IL | 60044 | 906 Muir Ave.                     | Lake        | 1 |
| Skokie Park Dist                           | 7500 Frontage Rd.                               | Skokie          | IL | 60077 | 9300 Weber Park Place             | Cook        | 1 |
| Skokie, Village of                         | 9050 Gross Point Road                           | Skokie          | IL | 60077 | 9050 Gross Point Rd.              | Cook        | 1 |
| Sleepy Hollow, Village of                  | 1 Thorobred Lane                                | Sleepy Hollow   | IL | 60118 | 1 Thorobred Lane                  | Kane        | 1 |
| Somerset Township                          | 33 Palisch Rd                                   | Murphysboro     | IL | 62966 | P.O. Box 907                      | Jackson     | 9 |
| South Elgin, Village of                    | 1000 Bowes Road                                 | South Elgin     | IL | 60177 | 1000 Bowes Rd.                    | Kane        | 1 |
| South Holland, Village of                  | 155 W. 162nd St.                                | South Holland   | IL | 60473 | 155 W. 162nd St.                  | Cook        | 1 |
| South Suburban College                     | 15800 S. State St.                              | South Holland   | IL | 60473 | 15800 South State Street          | Cook        | 1 |
| Southern Illinois University at Carbondale | 1724 University Press Dr. McIafferty Rd Storage | Carbondale      | IL | 62901 | 210 Travel Service Drive          | Jackson     | 9 |

|      |          |      |        |         |     |         |     |
|------|----------|------|--------|---------|-----|---------|-----|
| 396  | \$79.44  | 80%  | Morton | P-85804 | 340 | B-48267 | 521 |
| 180  | \$99.93  | 80%  | Morton | P-85804 | 463 | B-48267 | 777 |
| 600  | \$63.61  | 80%  | Morton | P-85804 | 54  | B-48267 | 65  |
| 2000 | \$63.61  | 80%  | Morton | P-85804 | 55  | B-48267 | 66  |
| 520  | \$64.84  | 80%  | Morton | P-85804 | 56  | B-48267 | 67  |
| 1012 | \$71.50  | 80%  | Morton | P-85804 | 333 | B-48267 | 509 |
| 110  | \$88.08  | 100% | Morton | P-85804 | 341 | B-48267 | 522 |
| 2800 | \$68.31  | 80%  | Morton | P-85804 | 57  | B-48267 | 68  |
| 200  | \$85.03  | 80%  | Morton | P-85804 | 260 | B-48267 | 351 |
| 500  | \$62.48  | 80%  | Morton | P-85804 | 58  | B-48267 | 69  |
| 800  | \$64.93  | 80%  | Morton | P-85804 | 59  | B-48267 | 70  |
| 400  | \$63.89  | 80%  | Morton | P-85804 | 60  | B-48267 | 71  |
| 110  | \$96.25  | 80%  | Morton | P-85804 | 419 | B-48267 | 682 |
| 1320 | \$63.61  | 80%  | Morton | P-85804 | 61  | B-48267 | 72  |
| 80   | \$71.89  | 80%  | Morton | P-85804 | 62  | B-48267 | 73  |
| 1500 | \$71.88  | 80%  | Morton | P-85804 | 63  | B-48267 | 74  |
| 70   | \$90.92  | 80%  | Morton | P-85804 | 404 | B-48267 | 628 |
| 22   | \$107.06 | 100% | Morton | P-85804 | 442 | B-48267 | 721 |
| 200  | \$89.20  | 100% | Morton | P-85804 | 313 | B-48267 | 471 |
| 2500 | \$78.90  | 80%  | Morton | P-85804 | 391 | B-48267 | 599 |
| 200  | \$80.97  | 80%  | Morton | P-85804 | 380 | B-48267 | 578 |
| 300  | \$67.21  | 80%  | Morton | P-85804 | 205 | B-48267 | 270 |
| 300  | \$93.13  | 100% | Morton | P-85804 | 367 | B-48267 | 553 |
| 2500 | \$79.44  | 80%  | Morton | P-85804 | 342 | B-48267 | 523 |
| 220  | \$93.10  | 100% | Morton | P-85804 | 413 | B-48267 | 657 |
| 418  | \$76.12  | 80%  | Morton | P-85804 | 140 | B-48267 | 167 |
| 700  | \$68.99  | 80%  | Morton | P-85804 | 206 | B-48267 | 271 |
| 3200 | \$68.99  | 80%  | Morton | P-85804 | 207 | B-48267 | 272 |
| 44   | \$94.12  | 80%  | Morton | P-85804 | 438 | B-48267 | 715 |
| 352  | \$84.96  | 80%  | Morton | P-85804 | 351 | B-48267 | 532 |
| 176  | \$80.25  | 80%  | Morton | P-85804 | 235 | B-48267 | 305 |
| 638  | \$77.19  | 80%  | Morton | P-85804 | 236 | B-48267 | 306 |
| 80   | \$86.50  | 80%  | Morton | P-85804 | 278 | B-48267 | 386 |
| 500  | \$71.66  | 80%  | Morton | P-85804 | 176 | B-48267 | 235 |
| 375  | \$82.99  | 100% | Morton | P-85804 | 298 | B-48267 | 434 |
| 550  | \$69.41  | 80%  | Morton | P-85804 | 64  | B-48267 | 75  |
| 88   | \$85.24  | 100% | Morton | P-85804 | 482 | B-48267 | 820 |
| 350  | \$85.46  | 80%  | Morton | P-85804 | 483 | B-48267 | 821 |
| 125  | \$94.45  | 100% | Morton | P-85804 | 252 | B-48267 | 338 |
| 110  | \$97.09  | 80%  | Morton | P-85804 | 284 | B-48267 | 406 |
| 308  | \$73.54  | 100% | Morton | P-85804 | 177 | B-48267 | 237 |
| 600  | \$63.44  | 80%  | Morton | P-85804 | 65  | B-48267 | 77  |
| 600  | \$63.39  | 80%  | Morton | P-85804 | 66  | B-48267 | 78  |
| 500  | \$59.40  | 80%  | Morton | P-85804 | 67  | B-48267 | 79  |
| 418  | \$63.89  | 80%  | Morton | P-85804 | 68  | B-48267 | 80  |
| 100  | \$83.63  | 100% | Morton | P-85804 | 399 | B-48267 | 618 |
| 50   | \$89.12  | 100% | Morton | P-85804 | 400 | B-48267 | 619 |
| 175  | \$96.37  | 80%  | Morton | P-85804 | 242 | B-48267 | 314 |
| 1000 | \$89.37  | 80%  | Morton | P-85804 | 279 | B-48267 | 389 |
| 300  | \$72.91  | 80%  | Morton | P-85804 | 208 | B-48267 | 273 |
| 440  | \$74.59  | 80%  | Morton | P-85804 | 290 | B-48267 | 423 |
| 800  | \$69.48  | 80%  | Morton | P-85804 | 69  | B-48267 | 81  |
| 1500 | \$68.63  | 80%  | Morton | P-85804 | 209 | B-48267 | 275 |
| 1300 | \$70.55  | 80%  | Morton | P-85804 | 120 | B-48267 | 138 |
| 22   | \$85.03  | 100% | Morton | P-85804 | 261 | B-48267 | 352 |
| 400  | \$89.10  | 80%  | Morton | P-85804 | 243 | B-48267 | 315 |
| 200  | \$69.14  | 80%  | Morton | P-85804 | 70  | B-48267 | 82  |
| 242  | \$67.84  | 80%  | Morton | P-85804 | 71  | B-48267 | 83  |
| 700  | \$65.36  | 80%  | Morton | P-85804 | 72  | B-48267 | 84  |
| 22   | \$80.95  | 80%  | Morton | P-85804 | 343 | B-48267 | 524 |
| 330  | \$70.13  | 100% | Morton | P-85804 | 334 | B-48267 | 512 |
| 60   | \$84.33  | 80%  | Morton | P-85804 | 344 | B-48267 | 525 |
| 132  | \$70.24  | 80%  | Morton | P-85804 | 159 | B-48267 | 197 |
| 44   | \$71.89  | 100% | Morton | P-85804 | 73  | B-48267 | 85  |
| 3000 | \$71.65  | 80%  | Morton | P-85804 | 74  | B-48267 | 86  |
| 550  | \$74.09  | 80%  | Morton | P-85804 | 141 | B-48267 | 168 |
| 44   | \$99.24  | 80%  | Morton | P-85804 | 492 | B-48267 | 846 |
| 1500 | \$74.55  | 80%  | Morton | P-85804 | 142 | B-48267 | 169 |
| 750  | \$61.49  | 80%  | Morton | P-85804 | 75  | B-48267 | 88  |
| 300  | \$62.38  | 80%  | Morton | P-85804 | 76  | B-48267 | 89  |
| 300  | \$92.37  | 100% | Morton | P-85804 | 493 | B-48267 | 847 |



|                                                |                             |                   |    |       |                            |            |   |
|------------------------------------------------|-----------------------------|-------------------|----|-------|----------------------------|------------|---|
| Southern Illinois University at Edwardsville   | 99 Supporting Services Dr   | Edwardsville      | IL | 62026 | PO Box 1039                | Madison    | 8 |
| Spring Township                                | 3150 Shattuck Road          | Garden Prairie    | IL | 61038 | 9759 IL Route 76           | Boone      | 2 |
| Spring Valley, City of                         | 400 W. 1st St               | Spring Valley     | IL | 61362 | 400 W. 1st St              | Bureau     | 3 |
| Springfield Airport Authority                  | 750 S. Airport Drive        | Springfield       | IL | 62707 | 1200 Capital Airport Drive | Sangamon   | 6 |
| State, DHS-Alton Mental Health Center          | 4500 College Avenue         | Alton             | IL | 62002 | 4500 College Avenue        | Madison    | 8 |
| State, DHS-Ann M. Kiley Developmental Center   | 1401 W. Dugdale Road        | Waukegan          | IL | 60085 | 1401 W. Dugdale Rd.        | Lake       | 1 |
| State, DHS-Murray Developmental Center         | 1535 W. McCord St.          | Centralia         | IL | 62801 | 1535 W. McCord             | Clinton    | 8 |
| State, DHS-Shapiro Center                      | 100 E. Jeffery St.          | Kankakee          | IL | 60901 | 100 East Jeffery Street    | Kankakee   | 3 |
| State, DOC-Graham Correctional Center          | 12078 IL Rt. 185            | Hillsboro         | IL | 62049 | 12078 IL Route 185         | Montgomery | 6 |
| State, DOC-IL River Correctional Center        | 1300 West Locust Street     | Canton            | IL | 61520 | 1300 West Locust Street    | Fulton     | 4 |
| State, DOC-Sheridan Correctional Center        | 2603rd-Road                 | Sheridan          | IL | 60551 | 2603rd-Road                | LaSalle    | 3 |
| State, DOC-Stateville Correctional Center      | 20025 Division Street       | Crest Hill        | IL | 60403 | 16830 Rt 53, PO Box 112    | Will       | 1 |
| State, IDOT - ALGONQUIN (TS# 129F )            | 110 Meyer Drive             | Algonquin         | IL | 60102 | 201 West Center Court      | McHenry    | 1 |
| State, IDOT - ALGONQUIN TWSHP (TS# 117C )      | 3702 Northwest Highway      | Crystal Lake      | IL | 60014 | 201 West Center Court      | McHenry    | 1 |
| State, IDOT - ALSIP (TS# 031)                  | 11801 SOUTH RIDGELAND       | Worth             | IL | 60482 | 201 West Center Court      | Cook       | 1 |
| State, IDOT - AMBOY (TS# 221)                  | 1502 US 30, AMBOY 61310     | AMBOY             | IL | 61310 | 819 Depot Ave.             | Lee        | 2 |
| State, IDOT - ARLINGTON HTS (TS# 011)          | 210 EAST NOYES STREET       | Arlington Heights | IL | 60005 | 201 West Center Court      | Cook       | 1 |
| State, IDOT - ASHKUM (TS# 323)                 | 849 E. STATE ROUTE 116      | Ashkum            | IL | 60911 | 700 E. Norris Dr.          | Iroquois   | 3 |
| State, IDOT - ASHKUM SUPERDOME (TS# 323S)      | 849 E. STATE ROUTE 116      | Ashkum            | IL | 60911 | 700 E. Norris Dr.          | Iroquois   | 3 |
| State, IDOT - BIESTERFIELD (RES DM) (TS# E148) | 1101 BEISTERFIELD ROAD      | Elk Grove         | IL | 60007 | 201 West Center Court      | Cook       | 1 |
| State, IDOT - BIESTERFIELD (TS# E14A)          | 1101 BEISTERFIELD ROAD      | Elk Grove         | IL | 60007 | 201 West Center Court      | Cook       | 1 |
| State, IDOT - BIRDS BRIDGE (TS# 137A )         | 22608 S. Frontage Road      | Channahon         | IL | 60401 | 201 West Center Court      | Will       | 1 |
| State, IDOT - BRIMFIELD (TS# 432B )            | 14124 NORTH IL 78,          | BRIMFIELD         | IL | 61517 | 401 Main Street            | Peoria     | 4 |
| State, IDOT - BUCKLEY (TS# 323B )              | 435 E. 800 N. ROAD          | Buckley           | IL | 61918 | 700 E. Norris Dr.          | Iroquois   | 3 |
| State, IDOT - CARPENTERSVILLE (TS# 129G )      | 5000 SLEEPY HOLLOW ROAD     | CARPENTERSVILLE   | IL | 60110 | 201 West Center Court      | Kane       | 1 |
| State, IDOT - CHARLESTON (TS# 721A )           | 369 W. Coolidge             | Charleston        | IL | 61920 | 400 West Wabash            | Coles      | 7 |
| State, IDOT - COMPTON (BIN) (TS# 221T)         | 2857 US 30,                 | COMPTON           | IL | 61318 | 819 Depot Ave.             | Lee        | 2 |
| State, IDOT - COMPTON (TS# 221A )              | 2857 US 30,                 | COMPTON           | IL | 61318 | 819 Depot Ave.             | Lee        | 2 |
| State, IDOT - COOK COUNTY (TS# 012C)           | 9801 BALLARD ROAD           | Des Plaines       | IL | 60016 | 201 West Center Court      | Cook       | 1 |
| State, IDOT - DAN RYAN (TS# E25)               | 6543 SOUTH WENTWORTH AVENUE | Chicago           | IL | 60621 | 201 West Center Court      | Cook       | 1 |
| State, IDOT - DIVERNON (TS# 628)               | 69 IL-104                   | Divernon          | IL | 62530 | 126 East Ash Street        | Sangamon   | 6 |
| State, IDOT - DUPAGE COUNTY (TS# 127C)         | 140 N. COUNTY FARM ROAD     | Wheaton           | IL | 60187 | 201 West Center Court      | DuPage     | 1 |
| State, IDOT - DWIGHT (TS# 334B )               | 625 W. WAUPANSIE STREET     | DWIGHT            | IL | 60420 | 700 E. Norris Dr.          | Livingston | 3 |
| State, IDOT - EISENHOWER (TS# E23)             | 5201 WEST FLOURNOY STREET   | Chicago           | IL | 60644 | 201 West Center Court      | Cook       | 1 |
| State, IDOT - EL PASO (TS# 442B)               | 990 W. MAIN STREET          | El Paso           | IL | 61738 | 401 Main Street            | Woodford   | 4 |
| State, IDOT - ELEROY (TS# 243)                 | 1856 BOLTON ROAD,           | FREEPORT          | IL | 61032 | 819 Depot Ave.             | Stephenson | 2 |
| State, IDOT - ELGIN SHALES PKWY (TS# 129A )    | 525 South Shales Parkway    | Elgin             | IL | 60120 | 201 West Center Court      | Kane       | 1 |
| State, IDOT - FARMINGTON (TS# 422A )           | 35789 COUNTY ROAD 18        | FARMINGTON        | IL | 61531 | 401 Main Street            | Fulton     | 4 |
| State, IDOT - FLORA (TS# 723)                  | 7762 OLD HWY 50             | Flora             | IL | 62839 | 400 West Wabash            | Clay       | 7 |
| State, IDOT - FORRESTON (TS# 231A )            | 707 N. Walnut Avenue        | Forreston         | IL | 61030 | 819 Depot Ave.             | Ogle       | 2 |
| State, IDOT - GALVA (TS# 212A )                | 818 S.E. 1ST STREET         | GALVA             | IL | 61434 | 819 Depot Ave.             | Henry      | 2 |
| State, IDOT - HARVEY (TS# 032)                 | 16738 LATHROP AVENUE        | Harvey            | IL | 60426 | 201 West Center Court      | Cook       | 1 |
| State, IDOT - HAVANA (TS# 621H )               | 15816 S. WATER STREET       | HAVANA            | IL | 62644 | 126 East Ash Street        | Mason      | 6 |
| State, IDOT - HIGHLAND PARK (TS# 116H)         | 1150 HALF DAY RD.           | HIGHLAND PARK     | IL | 60035 | 201 West Center Court      | Lake       | 1 |
| State, IDOT - HILLSIDE (TS# 022)               | 4160 MAY STREET             | HillSide          | IL | 60162 | 201 West Center Court      | Cook       | 1 |
| State, IDOT - I-57 (TS# E34)                   | 16010 SOUTH CRAWFORD AVENUE | Markham           | IL | 60428 | 201 West Center Court      | Cook       | 1 |
| State, IDOT - ISTHA YARD (TS# 129T )           | US 20 & I-90                | Hampshire         | IL | 60140 | 201 West Center Court      | Kane       | 1 |
| State, IDOT - KANKAKEE (TS# 321)               | 1455 E. BROOKMONT           | KANKAKEE          | IL | 60901 | 700 E. Norris Dr.          | Kankakee   | 3 |

|      |          |      |        |         |     |         |     |
|------|----------|------|--------|---------|-----|---------|-----|
| 600  | \$75.97  | 80%  | Morton | P-85804 | 475 | B-48267 | 801 |
| 242  | \$84.29  | 80%  | Morton | P-85804 | 237 | B-48267 | 307 |
| 350  | \$82.90  | 80%  | Morton | P-85804 | 299 | B-48267 | 435 |
| 88   | \$104.57 | 80%  | Morton | P-85804 | 443 | B-48267 | 723 |
| 80   | \$80.57  | 80%  | Morton | P-85804 | 476 | B-48267 | 802 |
| 100  | \$68.73  | 100% | Morton | P-85804 | 160 | B-48267 | 198 |
| 25   | \$90.77  | 100% | Morton | P-85804 | 472 | B-48267 | 792 |
| 110  | \$74.39  | 80%  | Morton | P-85804 | 330 | B-48267 | 500 |
| 44   | \$84.89  | 100% | Morton | P-85804 | 436 | B-48267 | 708 |
| 22   | \$90.31  | 80%  | Morton | P-85804 | 359 | B-48267 | 543 |
| 44   | \$88.53  | 100% | Morton | P-85804 | 345 | B-48267 | 526 |
| 100  | \$71.44  | 80%  | Morton | P-85804 | 210 | B-48267 | 276 |
| 300  | \$74.90  | 80%  | Morton | P-85804 | 178 | B-48267 | 239 |
| 450  | \$71.93  | 80%  | Morton | P-85804 | 179 | B-48267 | 240 |
| 5000 | \$62.16  | 80%  | Morton | P-85804 | 77  | B-48267 | 90  |
| 4000 | \$84.41  | 80%  | Morton | P-85804 | 262 | B-48267 | 354 |
| 7000 | \$67.84  | 80%  | Morton | P-85804 | 78  | B-48267 | 91  |
| 500  | \$73.42  | 80%  | Morton | P-85804 | 319 | B-48267 | 487 |
| 500  | \$73.42  | 80%  | Morton | P-85804 | 320 | B-48267 | 488 |
| 1000 | \$66.75  | 80%  | Morton | P-85804 | 79  | B-48267 | 92  |
| 6600 | \$66.75  | 80%  | Morton | P-85804 | 80  | B-48267 | 93  |
| 2300 | \$69.67  | 80%  | Morton | P-85804 | 211 | B-48267 | 277 |
| 2100 | \$84.05  | 80%  | Morton | P-85804 | 381 | B-48267 | 580 |
| 2400 | \$78.31  | 80%  | Morton | P-85804 | 321 | B-48267 | 489 |
| 100  | \$76.23  | 80%  | Morton | P-85804 | 143 | B-48267 | 172 |
| 900  | \$105.65 | 80%  | Morton | P-85804 | 458 | B-48267 | 752 |
| 25   | \$91.91  | 80%  | Morton | P-85804 | 263 | B-48267 | 355 |
| 25   | \$91.91  | 80%  | Morton | P-85804 | 264 | B-48267 | 356 |
| 100  | \$65.68  | 80%  | Morton | P-85804 | 81  | B-48267 | 95  |
| 3500 | \$67.66  | 80%  | Morton | P-85804 | 82  | B-48267 | 96  |
| 100  | \$100.30 | 80%  | Morton | P-85804 | 444 | B-48267 | 725 |
| 200  | \$73.66  | 80%  | Morton | P-85804 | 121 | B-48267 | 139 |
| 580  | \$82.73  | 80%  | Morton | P-85804 | 352 | B-48267 | 533 |
| 5000 | \$68.90  | 80%  | Morton | P-85804 | 83  | B-48267 | 98  |
| 1725 | \$83.78  | 80%  | Morton | P-85804 | 401 | B-48267 | 620 |
| 4200 | \$95.65  | 80%  | Morton | P-85804 | 285 | B-48267 | 409 |
| 1000 | \$75.79  | 80%  | Morton | P-85804 | 144 | B-48267 | 173 |
| 100  | \$89.12  | 80%  | Morton | P-85804 | 360 | B-48267 | 544 |
| 1500 | \$92.67  | 80%  | Morton | P-85804 | 451 | B-48267 | 743 |
| 800  | \$91.16  | 80%  | Morton | P-85804 | 268 | B-48267 | 369 |
| 1100 | \$86.85  | 80%  | Morton | P-85804 | 245 | B-48267 | 324 |
| 5000 | \$62.48  | 80%  | Morton | P-85804 | 84  | B-48267 | 99  |
| 100  | \$86.52  | 80%  | Morton | P-85804 | 431 | B-48267 | 702 |
| 200  | \$71.47  | 80%  | Morton | P-85804 | 161 | B-48267 | 202 |
| 5500 | \$64.72  | 80%  | Morton | P-85804 | 85  | B-48267 | 100 |
| 3000 | \$68.47  | 80%  | Morton | P-85804 | 86  | B-48267 | 101 |
| 500  | \$74.62  | 80%  | Morton | P-85804 | 145 | B-48267 | 174 |
| 4700 | \$72.46  | 80%  | Morton | P-85804 | 331 | B-48267 | 501 |

|                                             |                                                     |               |    |         |                                                 |            |   |     |      |          |      |        |         |     |         |     |
|---------------------------------------------|-----------------------------------------------------|---------------|----|---------|-------------------------------------------------|------------|---|-----|------|----------|------|--------|---------|-----|---------|-----|
| State, IDOT - KENNEDY (TS# E24)             | 5027 NORTH CENTRAL AVENUE                           | Chicago       | IL | 60630   | 201 West Center Court                           | Cook       | 1 |     | 3500 | \$69.62  | 80%  | Morton | P-85804 | 87  | B-48267 | 102 |
| State, IDOT - KENNEDY LANDSCAPE (TS# 170)   | 1260 WEST AUGUSTA BLVD.                             | Chicago       | IL | 60622   | 201 West Center Court                           | Cook       | 1 |     | 1500 | \$70.06  | 80%  | Morton | P-85804 | 88  | B-48267 | 103 |
| State, IDOT - LADD (TS# 347)                | 33251 1525 N. Road                                  | Spring Valley | IL | 61362   | 700 E. Norris Dr.                               | Bureau     | 3 |     | 3750 | \$81.22  | 80%  | Morton | P-85804 | 300 | B-48267 | 436 |
| State, IDOT - LAKE ZURICH (TS# 115A )       | 700 SOUTH ELA ROAD                                  | LAKE ZURICH   | IL | 60047   | 201 West Center Court                           | Lake       | 1 |     | 2200 | \$71.06  | 80%  | Morton | P-85804 | 162 | B-48267 | 204 |
| State, IDOT - LANGLEY (TS# 345B )           | 8761 1665 N. AVENUE                                 | SHEFFIELD     | IL | 61361   | 700 E. Norris Dr.                               | Bureau     | 3 |     | 1200 | \$85.48  | 80%  | Morton | P-85804 | 301 | B-48267 | 437 |
| State, IDOT - LASALLE (TS# 344)             | 2991 East 350th Road                                | LaSalle       | IL | 61301   | 700 E. Norris Dr.                               | LaSalle    | 3 |     | 4000 | \$83.70  | 80%  | Morton | P-85804 | 346 | B-48267 | 527 |
| State, IDOT - LYNDON (TS# 244B )            | 15023 MOLINE ROAD                                   | LYNDON        | IL | 61261   | 819 Depot Ave.                                  | Whiteside  | 2 |     | 25   | \$94.98  | 80%  | Morton | P-85804 | 288 | B-48267 | 415 |
| State, IDOT - MACOMB (TS #412)              | 2850 E. JACKSON STREET                              | Macomb        | IL | 61455   | 401 Main Street                                 | McDonough  | 4 |     | 2575 | \$88.15  | 80%  | Morton | P-85804 | 375 | B-48267 | 564 |
| State, IDOT - MONEE (TS# 136A )             | 24305 S. GOVERNORS HWY.                             | MONEE         | IL | 60449   | 201 West Center Court                           | Will       | 1 |     | 2000 | \$65.19  | 80%  | Morton | P-85804 | 212 | B-48267 | 280 |
| State, IDOT - MONTICELLO (TS# 513)          | 676 E. Old Route 47                                 | Monticello    | IL | 61856   | 13473 IL Hwy 133, PO Box 610                    | Platt      | 5 |     | 1400 | \$92.09  | 80%  | Morton | P-85804 | 414 | B-48267 | 661 |
| State, IDOT - NASHVILLE (TS# 824)           | 9571 IDOT Shed Road                                 | Nashville     | IL | 62263   | 1102 Eastport Plaza Drive                       | Washington | 8 |     | 1500 | \$83.46  | 80%  | Morton | P-85804 | 486 | B-48267 | 830 |
| State, IDOT - NEW LENOX (RES DM) (TS# 136B) | 1400 WEST MAPLE STREET                              | NEW LENOX     | IL | 60451   | 201 West Center Court                           | Will       | 1 |     | 1000 | \$65.36  | 80%  | Morton | P-85804 | 213 | B-48267 | 281 |
| State, IDOT - NEW LENOX (TS# 136)           | 1400 WEST MAPLE STREET                              | NEW LENOX     | IL | 60451   | 201 West Center Court                           | Will       | 1 |     | 5000 | \$65.36  | 80%  | Morton | P-85804 | 214 | B-48267 | 282 |
| State, IDOT - NEWTON (TS# 722N)             | 1700 WEST JORDAN                                    | Newton        | IL | 62448   | 400 West Wabash                                 | Jasper     | 7 | 50  | 500  | \$100.13 | 80%  | Morton | P-85804 | 462 | B-48267 | 765 |
| State, IDOT - NORTHBROOK (TS# 012)          | 1916 TECHNY ROAD                                    | NorthBrook    | IL | 60062   | 201 West Center Court                           | Cook       | 1 |     | 5000 | \$66.59  | 80%  | Morton | P-85804 | 89  | B-48267 | 104 |
| State, IDOT - NORTHSIDE (TS# 021)           | 4051 N HARLEM AVENUE                                | Chicago       | IL | 60634   | 201 West Center Court                           | Cook       | 1 |     | 4600 | \$64.41  | 80%  | Morton | P-85804 | 90  | B-48267 | 105 |
| State, IDOT - OAK BROOK (TS# 128)           | 17 W 125 BUTTERFIELD ROAD                           | Villa Park    | IL | 60181   | 201 West Center Court                           | DuPage     | 1 |     | 5000 | \$65.36  | 80%  | Morton | P-85804 | 122 | B-48267 | 141 |
| State, IDOT - OLNEY (TS# 7230)              | 3964 NORTH GENTRY ROAD                              | Olney         | IL | 62450   | 400 West Wabash                                 | Richland   | 7 |     | 500  | \$99.77  | 80%  | Morton | P-85804 | 464 | B-48267 | 778 |
| State, IDOT - OREGON (TS# 231)              | 511 Hill Street                                     | Oregon        | IL | 61061   | 819 Depot Ave.                                  | Ogle       | 2 |     | 3400 | \$97.61  | 80%  | Morton | P-85804 | 269 | B-48267 | 370 |
| State, IDOT - OTTAWA (TS# 343)              | 700 E. NORRIS DRIVE                                 | OTTAWA        | IL | 61350   | 700 E. Norris Dr.                               | LaSalle    | 3 |     | 4200 | \$81.68  | 80%  | Morton | P-85804 | 347 | B-48267 | 528 |
| State, IDOT - PETERSBURG (TS# 621P)         | 18268 STATE ROUTE 97                                | Petersburg    | IL | 62675   | 126 East Ash Street                             | Menard     | 6 |     | 300  | \$85.98  | 80%  | Morton | P-85804 | 433 | B-48267 | 705 |
| State, IDOT - PIERRON (TS# 833P )           | 13701 SCHUSTER ROAD                                 | PIERRON       | IL | 62273   | 1102 Eastport Plaza Drive                       | Madison    | 8 |     | 750  | \$81.36  | 80%  | Morton | P-85804 | 477 | B-48267 | 806 |
| State, IDOT - PONTIAC (TS# 334)             | 12970 E. 1700 N. ROAD                               | PONTIAC       | IL | 61764   | 700 E. Norris Dr.                               | Livingston | 3 |     | 600  | \$86.56  | 80%  | Morton | P-85804 | 353 | B-48267 | 535 |
| State, IDOT - PONTIAC SUPERDOME (TS# 334S)  | 12970 E. 1700 N. ROAD                               | PONTIAC       | IL | 61764   | 700 E. Norris Dr.                               | Livingston | 3 |     | 500  | \$86.56  | 80%  | Morton | P-85804 | 354 | B-48267 | 536 |
| State, IDOT - PRINCETON (TS# 345)           | 17999 1500 N. AVENUE                                | PRINCETON     | IL | 61356   | 700 E. Norris Dr.                               | Bureau     | 3 |     | 3000 | \$83.71  | 80%  | Morton | P-85804 | 302 | B-48267 | 438 |
| State, IDOT - READING (TS# 334C )           | 3639 E. 3000 N. ROAD                                | ANCONA        | IL | 61311   | 700 E. Norris Dr.                               | Livingston | 3 |     | 100  | \$90.73  | 80%  | Morton | P-85804 | 355 | B-48267 | 537 |
| State, IDOT - ROCK FALLS (TS# 244)          | 1004 EAST ROUTE 30                                  | ROCK FALLS    | IL | 61071   | 819 Depot Ave.                                  | Whiteside  | 2 |     | 3000 | \$92.84  | 80%  | Morton | P-85804 | 289 | B-48267 | 418 |
| State, IDOT - SHELBYVILLE (TS# 715)         | 1588 STATE HWY 16                                   | Shelbyville   | IL | 62565   | 400 West Wabash                                 | Shelby     | 7 | 700 | 1300 | \$103.48 | 80%  | Morton | P-85804 | 466 | B-48267 | 781 |
| State, IDOT - SPARLAND (TS# 431A )          | CAMP GROVE ROAD                                     | SPARLAND      | IL | 61491   | 401 Main Street                                 | Marshall   | 4 |     | 200  | \$86.56  | 80%  | Morton | P-85804 | 370 | B-48267 | 559 |
| State, IDOT - STEELVILLE (TS# 815)          | 700 NORTH CHERRY                                    | Steeleville   | IL | 62288   | 1102 Eastport Plaza Drive                       | Randolph   | 8 |     | 1250 | \$84.79  | 80%  | Morton | P-85804 | 484 | B-48267 | 822 |
| State, IDOT - STEVENSON (TS# E26)           | 8630 JOLIET ROAD                                    | McCook        | IL | 60525   | 201 West Center Court                           | Cook       | 1 |     | 4000 | \$70.88  | 80%  | Morton | P-85804 | 91  | B-48267 | 107 |
| State, IDOT - SYCAMORE (TS# 346)            | 351 E. PAGE STREET                                  | SYCAMORE      | IL | 60178   | 700 E. Norris Dr.                               | DEKALB     | 3 |     | 500  | \$72.35  | 80%  | Morton | P-85804 | 309 | B-48267 | 466 |
| State, IDOT - TUNNEL STORAGE (TS# 811T )    | IL 15 LOCATED BEHIND 1301 S. 11TH STREET            | BELLEVILLE    | IL | 62226   | 1102 Eastport Plaza Drive                       | St. Clair  | 8 |     | 250  | \$76.48  | 80%  | Morton | P-85804 | 485 | B-48267 | 829 |
| State, IDOT - VIRGINIA (TS# 614V)           | 20578 STATE ROUTE 125                               | Virginia      | IL | 62691   | 126 East Ash Street                             | Cass       | 6 |     | 400  | \$95.38  | 80%  | Morton | P-85804 | 417 | B-48267 | 680 |
| State, IDOT - WATERMAN (TS# 346B )          | 9741 EAST LINCOLN HWY.                              | WATERMAN      | IL | 60556   | 700 E. Norris Dr.                               | DEKALB     | 3 |     | 600  | \$82.74  | 80%  | Morton | P-85804 | 310 | B-48267 | 467 |
| State, IDOT - WENONA (TS# 442)              | 3095 COUNTY ROAD 800 N.                             | WENONA        | IL | 61377   | 401 Main Street                                 | Marshall   | 4 |     | 1750 | \$83.04  | 80%  | Morton | P-85804 | 371 | B-48267 | 560 |
| State, Tollway-Bruce Road                   | I-355 @ Bruce Road, Milepost 3.0 Northbound         | Lockport      | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Will       | 1 |     | 3000 | \$66.13  | 80%  | Morton | P-85804 | 215 | B-48267 | 283 |
| State, Tollway-M-01                         | I-294 @ Cicero Ave. Milepost 12.0 Northbound        | Alsip         | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Cook       | 1 |     | 5500 | \$61.23  | 80%  | Morton | P-85804 | 92  | B-48267 | 108 |
| State, Tollway-M-02                         | I-294 N. of Cermak Road, Milepost 29.6 Northbound   | Hillside      | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Cook       | 1 |     | 5000 | \$64.40  | 80%  | Morton | P-85804 | 93  | B-48267 | 109 |
| State, Tollway-M-03                         | I-294 N. of Touhy Ave, Milepost 41.4 Northbound     | Park Ridge    | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Cook       | 1 |     | 4800 | \$69.83  | 80%  | Morton | P-85804 | 94  | B-48267 | 110 |
| State, Tollway-M-08 (Aurora)                | I-88 @ Route 25, Milepost 117.8 Eastbound           | Aurora        | IL | Tollway | P.O. Box 3094or financialinvoices@getipass.com  | DuPage     | 1 |     | 5200 | \$68.71  | 80%  | Morton | P-85804 | 123 | B-48267 | 142 |
| State, Tollway-M-12                         | I-88 @ Route 26, Milepost 54.5 Westbound            | Dixon         | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Lee        | 2 |     | 3400 | \$87.04  | 80%  | Morton | P-85804 | 265 | B-48267 | 357 |
| State, Tollway-M-14                         | I-355 @ I-88, Milepost 21.9 Northbound              | Downers Grove | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | DuPage     | 1 |     | 4300 | \$65.58  | 80%  | Morton | P-85804 | 124 | B-48267 | 143 |
| State, Tollway-M-16                         | I-390 @ Route 83, Milepost 16.4 Westbound           | Bensenville   | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Cook       | 1 |     | 2000 | \$66.07  | 80%  | Morton | P-85804 | 95  | B-48267 | 112 |
| State, Tollway-Rt.47                        | I-88 @ Route 47, Milepost 109.6 Westbound           | Elburn        | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Kane       | 1 |     | 1100 | \$79.01  | 80%  | Morton | P-85804 | 146 | B-48267 | 178 |
| State, Tollway-Spur                         | I-294 N. of Lake -Cook Rd. Milepost 53.0 Northbound | Northbrook    | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Lake       | 1 |     | 1500 | \$65.93  | 80%  | Morton | P-85804 | 163 | B-48267 | 206 |
| Staunton, City of                           | 914 N. Easton Street                                | Staunton      | IL | 62088   | 101 E Pearl St.                                 | Macoupin   | 6 |     | 75   | \$79.30  | 100% | Morton | P-85804 | 428 | B-48267 | 697 |
| Stephenson County Hwy. Dept.                | 295 W. Lamm Road                                    | Freeport      | IL | 61032   | 295 W. Lamm Road                                | Stephenson | 2 |     | 1496 | \$96.67  | 80%  | Morton | P-85804 | 286 | B-48267 | 410 |
| Stickney Township Highway Dept.             | 7661 S. Austin Avenue                               | Burbank       | IL | 60459   | 7661 South Austin Avenue                        | Cook       | 1 |     | 396  | \$62.07  | 80%  | Morton | P-85804 | 96  | B-48267 | 113 |
| Stickney, Village of                        | 6419 W. 43rd Street                                 | Stickney      | IL | 60402   | 6533 W Pershing Road                            | Cook       | 1 |     | 450  | \$63.72  | 80%  | Morton | P-85804 | 97  | B-48267 | 114 |
| Streamwood, Village of                      | 565 S. Bartlett Road                                | Streamwood    | IL | 60107   | 565 S. Bartlett Rd.                             | Cook       | 1 |     | 1980 | \$70.01  | 80%  | Morton | P-85804 | 98  | B-48267 | 115 |
| Streator, City of                           | 410 Iowa Ave.                                       | Streator      | IL | 61364   | 204 S. Bloomington St.                          | LaSalle    | 3 |     | 1200 | \$80.31  | 80%  | Morton | P-85804 | 348 | B-48267 | 529 |
| Sugar Grove, Village of                     | 601 Heartland Drive                                 | Sugar Grove   | IL | 60554   | 601 Heartland Drive                             | Kane       | 1 |     | 1012 | \$70.63  | 80%  | Morton | P-85804 | 147 | B-48267 | 179 |
| Summit, Village of                          | 7321 West 59-th Street                              | Summit        | IL | 60501   | 7321 W. 59th Street                             | Cook       | 1 |     | 300  | \$63.84  | 80%  | Morton | P-85804 | 99  | B-48267 | 116 |
| Sycamore, City of                           | 475 N. Cross St.                                    | Sycamore      | IL | 60178   | 308 W. State St.                                | DeKalb     | 3 |     | 1300 | \$83.97  | 80%  | Morton | P-85804 | 311 | B-48267 | 469 |
| Taylorville, City of                        | 205 North Cherokee Street                           | Taylorville   | IL | 62568   | 205 North Cherokee Street                       | Christian  | 6 |     | 700  | \$100.66 | 80%  | Morton | P-85804 | 420 | B-48267 | 684 |

|                                            |                                                   |                 |    |       |                              |            |   |
|--------------------------------------------|---------------------------------------------------|-----------------|----|-------|------------------------------|------------|---|
| Thompson Township Road Dist.               | 1998 N. Brandt Road                               | Elizabeth       | IL | 61028 | 1998 N. Brandt Rd.           | Jo Daviess | 2 |
| Thornton, Village of                       | 121 North Wolcott St.                             | Thornton        | IL | 60476 | 115 East Margaret St.        | Cook       | 1 |
| Toluca, City of                            | 420 W. Railroad                                   | Toluca          | IL | 61369 | PO Box 516                   | Marshall   | 4 |
| Tremont Township Road District             | 209 Madison                                       | Tremont         | IL | 61568 | 211 South Sampson            | Tazewell   | 4 |
| Tremont, Village of                        | 312 E. Washington                                 | Tremont         | IL | 61658 | 211 S. Sampson St.           | Tazewell   | 4 |
| Triton College District #504               | 2000 Fifth Ave.                                   | River Grove     | IL | 60070 | 2000 5th Ave.                | Cook       | 1 |
| Tuscola, City of                           | 1009 E Wilson st                                  | Tuscola         | IL | 61953 | 214 N Main St.               | Douglas    | 5 |
| Union, Village of                          | 1 Water Tower Lane                                | Union           | IL | 60180 | 17703 Ocock Road, PO Box 102 | McHenry    | 1 |
| University of Illinois at Springfield      | 5255 Shepherd Road                                | Springfield     | IL | 62703 | 1 University Plaza BSB98B    | Sangamon   | 6 |
| University of Illinois at Urbana-Champaign | 1501 S. Oak Street, Physical Plant Services Bldg. | Champaign       | IL | 61820 | PO Box 820                   | Champaign  | 5 |
| Valley View School Dist. 365U-2            | 100 N. Independence Blvd.                         | Romeoville      | IL | 60446 | 801 W. Normantown Rd.        | Will       | 1 |
| Valley View School Dist. 365U-3            | 365 Raider Way                                    | Bollingbrook    | IL | 60440 | 801 W. Normantown Rd.        | Will       | 1 |
| Vandalia, City of                          | 910 W. Randolph St.                               | Vandalia        | IL | 62471 | 431 W. Gallatin St.          | Fayette    | 7 |
| Vermilion County Highway Dept.             | 2732 Batestown Road                               | Oakwood         | IL | 61858 | 2732 Batestown Road          | Vermillion | 5 |
| Villa Park School Dist. #45                | 729 N. Ardmore Ave.                               | Villa Park      | IL | 60181 | 255 W. Vermont St.           | DuPage     | 1 |
| Villa Park, Village of                     | 729 North Ardmore Avenue                          | Villa Park      | IL | 60181 | 20 S. Ardmore Ave.           | DuPage     | 1 |
| Virden, City of                            | 253 N. Dye St.                                    | Virden          | IL | 62690 | 101 W. JACKSON ST.           | Macoupin   | 6 |
| Waddams Township                           | 9500 N. Hulbert Road                              | McConnell       | IL | 61050 | 9500 N Hulbert Rd.           | Stephenson | 2 |
| Warren County Hwy. Dept.                   | 833 S. 8th St.                                    | Monmouth        | IL | 61462 | 833 South 8th Street         | Warren     | 4 |
| Warsaw, City of                            | 218 Main St.                                      | Warsaw          | IL | 62379 | P.O Box 12                   | Hancock    | 6 |
| Washington County Hwy. Dept.               | 17990 Richview Road                               | Nashville       | IL | 62263 | 1243 W. Adams St.            | Washington | 8 |
| Washington Township Hwy. Dept.             | 30200 Town Center Road                            | Beecher         | IL | 60401 | 30200 Town Center Road       | Will       | 1 |
| Wataga, Village of                         | 135 N. Depot Rd.                                  | Wataga          | IL | 61488 | 139 N. Main                  | Knox       | 4 |
| Waterloo, City of                          | 417 West 4th Street                               | Waterloo        | IL | 62298 | 100 West 4th Street          | Monroe     | 8 |
| Wauconda, Village of                       | 302 Slocum Lake Road                              | Wauconda        | IL | 60084 | 101 N. Main St.              | Lake       | 1 |
| Waupoose Township                          | 20 East Southmor Rd.                              | Morris          | IL | 60450 | 35 E. Southmor Rd.           | Grundy     | 3 |
| Wayne Township Road Dist.                  | 4N230 Klein Road                                  | West Chicago    | IL | 60185 | 4N230 Klein Rd.              | DuPage     | 1 |
| West Aurora School Dist. #129              | 750 New Haven Ave.                                | Aurora          | IL | 60506 | 749 Morton Ave.              | Kane       | 1 |
| West Dundee, Village of                    | 900 Angle Tarn                                    | West Dundee     | IL | 60118 | 102 S. 2nd Street            | Kane       | 1 |
| West Peoria, City of                       | 1322 N. HILLSIDE AVE                              | West Peoria     | IL | 61604 | 2421 W. Rohmann Ave.         | Peoria     | 4 |
| Westchester, Village of                    | 10300 W. Roosevelt Rd.                            | Westchester     | IL | 60154 | 10300 W. Roosevelt Rd.       | Cook       | 1 |
| Western Illinois University                | 1 University Circle                               | Macomb          | IL | 61455 | 1 University Circle          | McDonough  | 4 |
| Western Springs, Village of                | 1440 Hillgrove Ave.                               | Western Springs | IL | 60558 | 740 Hillgrove Ave.           | Cook       | 1 |
| Wheatland Township Road Dist.              | 4232 Tower Court                                  | Naperville      | IL | 60564 | 4232 Tower Ct.               | Will       | 1 |
| Wheaton Park District                      | 1000 Manchester Rd                                | Wheaton         | IL | 60187 | 1000 Manchester Rd.          | DuPage     | 1 |
| Wheeling, Village of                       | 77 W. Hintz Road                                  | Wheeling        | IL | 60090 | 77 W. Hintz Road             | Cook       | 1 |
| Will County Division of Transportation #1  | 1240 Caton Farm Road                              | Lockport        | IL | 60441 | 16841 W. Laraway Rd.         | Will       | 1 |
| Will County Division of Transportation #2  | 16841 W. Laraway Road                             | Joliet          | IL | 60433 | 16841 W. Laraway Rd.         | Will       | 1 |
| Will County Division of Transportation #3  | 25930 S. Egyptian Trail                           | Monee           | IL | 60449 | 16841 W. Laraway Rd.         | Will       | 1 |
| Will County Division of Transportation #4  | 2919 South Prairieview Drive                      | Willmington     | IL | 60481 | 16841 W. Laraway Rd.         | Will       | 1 |
| Williamsfield, Village of                  | 117 West Gale Street                              | Williamsfield   | IL | 61489 | 114 East Gale Street         | Knox       | 4 |
| Williamsville, Village of                  | 227 South Elm                                     | Williamsville   | IL | 62693 | 141 West Main                | Sangamon   | 6 |
| Wilmette, Village of                       | 711 Laramie Avenue                                | Wilmette        | IL | 60091 | 1200 Wilmette Avenue         | Cook       | 1 |
| Wilmington, City of                        | 745 Widows Road                                   | Wilmington      | IL | 60481 | 1165 S. Water St.            | Will       | 1 |
| Winfield, Village of                       | OS 040 Wynwood Road                               | Winfield        | IL | 60190 | 27 W. 465 Jewell Road        | DuPage     | 1 |
| Winnebago Township Hwy. Dept.              | 600 W. Soper St.                                  | Winnebago       | IL | 61088 | 9027 Kelley Road             | Winnebago  | 2 |
| Winnebago, Village of                      | 600 W. Soper St.                                  | Winnebago       | IL | 61088 | 108 W. Main St.              | Winnebago  | 2 |
| Winnetka, Village of                       | 1390 Willow Road                                  | Winnetka        | IL | 60093 | 510 Green Bay Road           | Cook       | 1 |
| Woodside Township                          | 490 North Street                                  | Springfield     | IL | 62704 | 490 North Street             | Sangamon   | 6 |
| Worth, Village of                          | 10934 S. Neenah                                   | Worth           | IL | 60482 | 7112 W. 111th St.            | Cook       | 1 |
| Wyoming Township                           | 426 Clark Street                                  | Paw Paw         | IL | 61353 | PO Box 385                   | Lee        | 2 |
| Zion, City of                              | 3220 W. 27th Street                               | Zion            | IL | 60099 | 2828 Sheridan Road           | Lake       | 1 |

2150

|      |          |      |        |         |     |         |     |
|------|----------|------|--------|---------|-----|---------|-----|
| 100  | \$94.32  | 80%  | Morton | P-85804 | 253 | B-48267 | 342 |
| 350  | \$65.62  | 100% | Morton | P-85804 | 100 | B-48267 | 117 |
| 66   | \$95.29  | 80%  | Morton | P-85804 | 372 | B-48267 | 561 |
| 50   | \$82.96  | 100% | Morton | P-85804 | 392 | B-48267 | 604 |
| 66   | \$82.96  | 80%  | Morton | P-85804 | 393 | B-48267 | 605 |
| 500  | \$68.20  | 80%  | Morton | P-85804 | 101 | B-48267 | 118 |
| 88   | \$92.10  | 80%  | Morton | P-85804 | 408 | B-48267 | 642 |
| 80   | \$75.81  | 100% | Morton | P-85804 | 180 | B-48267 | 242 |
| 66   | \$86.94  | 100% | Morton | P-85804 | 445 | B-48267 | 729 |
| 506  | \$94.71  | 80%  | Morton | P-85804 | 405 | B-48267 | 634 |
| 50   | \$70.72  | 80%  | Morton | P-85804 | 216 | B-48267 | 286 |
| 125  | \$68.96  | 80%  | Morton | P-85804 | 217 | B-48267 | 287 |
| 500  | \$87.95  | 80%  | Morton | P-85804 | 461 | B-48267 | 764 |
| 1000 | \$103.04 | 80%  | Morton | P-85804 | 415 | B-48267 | 667 |
| 66   | \$72.63  | 100% | Morton | P-85804 | 125 | B-48267 | 144 |
| 500  | \$64.70  | 80%  | Morton | P-85804 | 126 | B-48267 | 145 |
| 44   | \$90.78  | 80%  | Morton | P-85804 | 429 | B-48267 | 698 |
| 88   | \$97.57  | 80%  | Morton | P-85804 | 287 | B-48267 | 411 |
| 308  | \$90.30  | 100% | Morton | P-85804 | 395 | B-48267 | 610 |
| 100  | \$103.85 | 80%  | Morton | P-85804 | 422 | B-48267 | 688 |
| 462  | \$85.92  | 80%  | Morton | P-85804 | 487 | B-48267 | 831 |
| 400  | \$68.40  | 80%  | Morton | P-85804 | 218 | B-48267 | 288 |
| 44   | \$98.17  | 100% | Morton | P-85804 | 368 | B-48267 | 556 |
| 770  | \$77.01  | 80%  | Morton | P-85804 | 481 | B-48267 | 817 |
| 300  | \$72.31  | 100% | Morton | P-85804 | 164 | B-48267 | 209 |
| 200  | \$79.04  | 80%  | Morton | P-85804 | 318 | B-48267 | 486 |
| 300  | \$68.52  | 80%  | Morton | P-85804 | 127 | B-48267 | 146 |
| 200  | \$70.62  | 80%  | Morton | P-85804 | 148 | B-48267 | 180 |
| 600  | \$74.15  | 80%  | Morton | P-85804 | 149 | B-48267 | 181 |
| 180  | \$80.97  | 80%  | Morton | P-85804 | 382 | B-48267 | 582 |
| 2000 | \$65.25  | 80%  | Morton | P-85804 | 102 | B-48267 | 119 |
| 220  | \$90.54  | 80%  | Morton | P-85804 | 376 | B-48267 | 565 |
| 900  | \$63.89  | 80%  | Morton | P-85804 | 103 | B-48267 | 120 |
| 500  | \$68.65  | 80%  | Morton | P-85804 | 219 | B-48267 | 289 |
| 50   | \$75.22  | 100% | Morton | P-85804 | 128 | B-48267 | 148 |
| 792  | \$73.34  | 80%  | Morton | P-85804 | 104 | B-48267 | 121 |
| 2000 | \$65.80  | 80%  | Morton | P-85804 | 220 | B-48267 | 290 |
| 2200 | \$66.08  | 80%  | Morton | P-85804 | 221 | B-48267 | 291 |
| 2000 | \$64.64  | 80%  | Morton | P-85804 | 222 | B-48267 | 292 |
| 1800 | \$68.92  | 80%  | Morton | P-85804 | 223 | B-48267 | 293 |
| 25   | \$82.14  | 100% | Morton | P-85804 | 369 | B-48267 | 557 |
| 80   | \$87.72  | 80%  | Morton | P-85804 | 446 | B-48267 | 730 |
| 1125 | \$68.32  | 80%  | Morton | P-85804 | 105 | B-48267 | 122 |
| 330  | \$65.95  | 80%  | Morton | P-85804 | 224 | B-48267 | 294 |
| 500  | \$71.32  | 80%  | Morton | P-85804 | 129 | B-48267 | 149 |
| 242  | \$87.42  | 80%  | Morton | P-85804 | 291 | B-48267 | 427 |
| 352  | \$87.42  | 80%  | Morton | P-85804 | 292 | B-48267 | 428 |
| 100  | \$82.69  | 80%  | Morton | P-85804 | 106 | B-48267 | 123 |
| 198  | \$94.66  | 80%  | Morton | P-85804 | 447 | B-48267 | 731 |
| 500  | \$62.49  | 100% | Morton | P-85804 | 107 | B-48267 | 124 |
| 44   | \$90.10  | 80%  | Morton | P-85804 | 266 | B-48267 | 358 |
| 800  | \$68.18  | 80%  | Morton | P-85804 | 165 | B-48267 | 213 |

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## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: October 13, 2025

#### **AGENDA ITEM 9.D.**

**To:** Board of Trustees

**From:** Matthew Supert, Director of Municipal Services

**CC:** Ellen Baer, Village Manager, Sean Gilhooley, Director of Law Enforcement Services, Brian Scott, Director of Fire and EMS

**RE:** First Responders Day Proclamation (Omnibus Item)

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#### **Recommendation**

The Public Works and Water Committee reviewed this item at their meeting on October 7, 2025 and recommended the approval of a proclamation declaring October 28, 2025 as First Responders Day.

#### **Summary**

This proclamation formally recognizes October 28, 2025 as First Responders Day, in alignment with national observances that acknowledge the contributions of individuals serving in emergency response roles, including public works, law enforcement, fire services, emergency medical services, and related public safety professions. The designation of this day provides an opportunity to recognize the essential functions these professionals perform in maintaining public safety and responding to emergencies across communities.

#### **Financial Impact**

N/A

#### **Recommended Motion**

I move to approve a proclamation declaring October 28, 2025 as First Responders Day.

#### **Strategic Plan Alignment**

N/A

#### **File Attachments**

1. Proclamation Regarding First Responders - October 2025

## PROCLAMATION RECOGNIZING FIRST RESPONDERS

**WHEREAS**, first responders, including public works professionals, firefighters, law enforcement officers, paramedics and emergency medical technicians, telecommunicators, and other emergency personnel, stand on the front lines of our community, selflessly serving and protecting the people who live and visit the Village of Western Springs, in times of crisis; and,

**WHEREAS**, first responders respond swiftly and courageously to emergencies, often putting their own lives at risk to ensure the safety and well-being of others, whether in natural disasters, accidents, medical emergencies, or public health and safety threats; and,

**WHEREAS**, it is in the public interest for the people in the Village of Western Springs, to gain knowledge of and maintain an ongoing interest and understanding of the importance of first responder efforts in their respective communities; and,

**WHEREAS**, all residents of the Village of Western Springs are encouraged to pay tribute to our public works first responders, law enforcement officers, firefighters, paramedics, emergency medical technicians, telecommunicators, and other emergency personnel, and to recognize the substantial contributions they make to protecting our health, safety, and advancing the quality of life for all.

**WHEREAS**, the year 2025 marks the 7th annual National First Responders Day sponsored by bipartisan resolutions in the U.S. House and Senate;

**BE IT THEREFORE RESOLVED**, that October 28, 2025, shall be, and is, hereby proclaimed First Responders Day in the Village of Western Springs.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Western Springs, Cook County, Illinois on this \_\_\_\_ day of October 2025.

---

Village President

ATTEST: \_\_\_\_\_  
Village Clerk





## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: October 13, 2025

#### **AGENDA ITEM 10.A.**

**To:** Board of Trustees

**From:** Diana Puga, Municipal Services Coordinator

**CC:** Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

**RE:** Public Works/Recreation Fence No Cost Change Order Extending Contract (Omnibus Item)

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#### **Recommendation**

Consider a recommendation to approve the no-cost Change Order No. 1 for the Public Works/Recreation Fence Project to extend the contract completion date to November 7, 2025.

#### **Summary**

In April, the Village Board approved a contract with Classic Fence, Inc. for the replacement of the fence between the Public Works Garage and Recreation Center for an amount not to exceed \$52,334.00. The Village received notification from the contractor in early August that the supplier of the fence materials had closed their Illinois manufacturing facility and was in the process of moving to another state.

As of last week, the Contractor informed the Village they anticipate the fencing material to be fabricated by the beginning of October.

The original contract completion date for the project was September 28th. Staff is recommending the extension of the contract until November 7, 2025 to allow for the replacement of the fence within this budget year.

#### **Financial Impact**

N/A

#### **Recommended Motion**

I move to recommend to the Village Board to approve the no-cost Change Order No. 1 for the Public Works/Recreation Fence Project and extending the contract completion date November 7, 2025.

#### **Strategic Plan Alignment**

N/A

#### **File Attachments**

1. Ordinance No. 25-\_\_\_\_ re Approving and Authorizing Final No Cost Change Order Extending Contract End Date (BOT Appr. 10.13.25)(2069361.1)

**DRAFT 10.13.2025**  
**ORDINANCE NO. 25-????**

**VOTE:**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**DATE: October 13, 2025**

**AN ORDINANCE APPROVING AND AUTHORIZING**  
**THE EXECUTION OF NO COST CHANGE ORDER**  
**NO. 1 TO THE CONTRACT ENTERED INTO WITH**  
**CLASSIC FENCE INC., OF MONTGOMERY, ILLINOIS**  
**FOR THE PUBLIC WORKS AND RECREATION**  
**FENCE REPLACEMENT PROJECT, EXTENDING THE**  
**CONTRACT END DATE FROM SEPTEMBER 30 TO**  
**NOVEMBER 7, 2025.**

**WHEREAS**, with the passage of Resolution No. 25-2906 dated April 28, 2025, the President and Board of Trustees of the Village of Western Springs (the "Village") approved a contract with Classic Fence, Inc. of Montgomery, Illinois (the "Contractor") for the replacement of a shared fence between Public Works and the Recreation Center by using Village capital funds not to exceed \$52,334.00 (the "Project"); and

**WHEREAS**, certain business changes affecting the fence manufacturing company caused an unanticipated delay in the completion date of the Project; and

**WHEREAS**, whenever a Public Works contract is extended, a change order must be approved by the Corporate Authorities of the Village. To complete this Project, the Corporate Authorities of the Village are required to approve a change order to decrease the Contract Price for this Project and to finalize the Project ("Change Order No. 1"). A copy of Change Order No. 1 is attached hereto as **Exhibit "A"** and made a part hereof; and

**WHEREAS**, at an open, public meeting held on September 27, 2025, the Properties and Recreation Committee (the "Committee") reviewed the terms of attached Change Order No. 1, received input from Village staff, and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve Change Order No. 1; and

**WHEREAS**, at an open, public meeting held on October 13, 2025, the Village Board reviewed the terms of the attached Change Order No. 1 and the Committee's recommendation, received input from the Village staff and provided an opportunity for input from the public on the matter, and then, at its October 13, 2025 meeting, the Village Board accepted the Committee's recommendation to approve Change Order No. 1; and

**WHEREAS**, based on the recommendations 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 (or a series of change orders) **does not** increase the Project Contract Price by Ten Thousand and 00/100 Dollars (\$10,000.00) or more.
2. Change Order No. 1 **does** increase the Project Completion Date by thirty (30) days or more.
3. Change Order No. 1 (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 (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.

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

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

**Section 2: Approval and Execution of Change Order No. 1.** The Corporate Authorities of the Village of Western Springs authorize the approval and execution of the attached Change Order No. 1 (**Exhibit "A"**) to extend the Contract from September 28 to November 7, 2025 and direct the Village President and Village Clerk, or their designees, to execute Change Order No. 1 and any other necessary documents to implement Change Order No. 1.

**Section 3: Approval and Authorization of Financial Expenditures and Other Documents.** The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of Village Capital funds or funds from other legal Village sources to pay the Contractor to complete the Project in accordance with Change Order No. 1, and also authorize and direct the Village Manager, the Director of Municipal Services 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. The Corporate Authorities of the Village authorize and direct the Village President, the Village Clerk, the Village Treasurer and the Director of Municipal Services, or their designees, to execute, process and deliver such 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 executed versions of the attached Change Order No. 1 to the Clerk's office and Contractor for record retention purposes.

**SECTION 5. 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.

**ADOPTED** by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 13th day of October, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

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Heidi Rudolph, Village President

**ATTEST:**

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Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the \_\_\_\_ day of October, 2025.

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Edward Tymick, Village Clerk



**Exhibit "A"**

**Change Order No. 1 to Contract by and between  
the Village of Western Springs and Classic Fence, Inc. of Montgomery, Illinois  
for the Public Works and Recreation Center Fence Replacement Project**

(attached)

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

**CLERK'S CERTIFICATE**

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

**ORDINANCE NO. 25-\_\_\_\_\_**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF NO COST CHANGE ORDER NO. 1 TO THE CONTRACT ENTERED INTO WITH CLASSIC FENCE INC., OF MONTGOMERY, ILLINOIS FOR THE PUBLIC WORKS AND RECREATION FENCE REPLACEMENT PROJECT, EXTENDING THE CONTRACT END DATE FROM SEPTEMBER 30 TO NOVEMBER 7, 2025.**

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 13th day of October, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 13th day of October, 2025.

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this \_\_\_\_ day of October, 2025.

\_\_\_\_\_  
Edward Tymick, Village Clerk

**SEAL**



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: October 13, 2025

#### **AGENDA ITEM 10.B.**

**To:** Board of Trustees

**From:** Diana Puga, Municipal Services Coordinator

**CC:** Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

**RE:** Surplus Declaration Memo - FY2025 Quarter Three

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#### **Recommendation**

The Properties and Recreation Committee reviewed this item at their meeting on September 29, 2025 and recommended the approval of various items from the Fire and Recreation Departments as surplus.

#### **Summary**

Staff have identified several items that are recommended for surplus. The items being recommended for surplus are:

- 62 books of variety
- Nine (9) MSA FireHawk SCBA Masks (Fire Equipment)
- Harnesses (Fire Equipment)
- Bottles (Fire Equipment)

The Fire Equipment items being recommended for surplus have far exceeded their service life. Meanwhile, the books are either duplicates or receive little to no engagement.

Once declared surplus, the Fire Equipment will be decommissioned and the masks will be donated to the Prairie State College Fire Science Program and the books will be sold to Half-Price Books for credit.

#### **Financial Impact**

Nominal amount from book resale.

#### **Recommended Motion**

I move to recommend the approval of various items from the Fire and Recreation Departments as surplus.

#### **Strategic Plan Alignment**

N/A

### **File Attachments**

None



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: October 13, 2025

#### **AGENDA ITEM 11.A.**

**To:** Board of Trustees

**From:** Ashlee Jasutis, Deputy Director of Law Enforcement Services

**CC:** Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Sean Gilhooley, Director of Law Enforcement Services, Jill Izzo, Deputy Village Clerk

**RE:** Intergovernmental Agreement Among Municipalities Establishing the Major Crimes Assistance Team (MCAT)

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#### **Recommendation**

The Public Health and Safety Committee reviewed this item at their meeting on September 30, 2025 and recommended the approval of an Intergovernmental Agreement Among Municipalities Establishing the Major Crimes Assistance Team (MCAT).

#### **Summary**

The Major Crime Assistant Team (MCAT) is a mutual aid organization geared towards assisting detectives with major investigations where more personnel are needed than typically available in a single department. The case work completed by MCAT members includes the execution of search warrants, canvasses, and surveillance, along with many other tasks. MCAT consists of 12 surrounding police agencies. MCAT detectives receive annual training in various topics related to team responsibilities, tactical operations, and firearm training. So far in 2025, MCAT has had 14 activations, two (2) for Western Springs' incidents.

The intergovernmental agreement is put into place to focus on shared goals, services, and responsibilities for each participating police agency.

#### **Financial Impact**

Account      3103100-51500

Fund          Police

2025 Budget   \$2,750

Project Cost   As required \$2,750 annually

#### **Recommended Motion**

I move to recommend to the Village Board the approval of an Intergovernmental Agreement Among Municipalities Establishing the Major Crimes Assistance Team (MCAT).



## **Strategic Plan Alignment**

Public Safety and Community Engagement

## **File Attachments**

1. MCAT IGA - Task Force Mutual Aid and Investigative Services - clean version dated 8.11.2025(2052414.3)-rev1
2. Template Resolution re Updated MCAT Emergency Mutual Aid Agreement(2064373.1)

**INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE  
TO DETER ORGANIZED CRIMINAL ACTIVITY  
AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES**

This **INTERGOVERNMENTAL AGREEMENT** (the “Agreement”), effective upon the last dated signature below, is entered into by and between the Village of Brookfield, the City of Countryside, the Village of Forest View, the Village of Hodgkins, the Village of Indian Head Park, the Village of La Grange, the Village of La Grange Park, the Village of McCook, the Village of North Riverside, the Village of Riverside, the Village of Stickney, the Village of Western Springs and the Village of Willow Springs (collectively the “Municipalities”, “Participating Municipalities”, “Member Agencies” or “Parties”; individually “Municipality”, “Participating Municipality” or “Party”).

**RECITALS:**

**WHEREAS**, pursuant to the authority granted under the Illinois Municipal Code and in particular under Section 11-1-2.1 thereof, (65 ILCS 5/11-1-2.1) Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the 1970 Illinois Constitution and authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Parties agree to enter into this Agreement relating to the joint provision of police services; and

**WHEREAS**, the Participating Municipalities recognize that an Emergency Mutual Aid Agreement dated \_\_\_\_\_, 20\_\_\_\_ (“Mutual Aid Agreement”) currently exists between the Participating Municipalities, and which will be replaced by this Agreement; and

**WHEREAS**, to the extent any of the Participating Municipalities have not individually adopted the Mutual Aid Agreement, the adoption and approval of this Agreement shall serve to adopt mutual aid terms and conditions outlined below in this Agreement; and

**WHEREAS**, the Participating Municipalities recognize that organized criminal activities, particularly as defined in 740 ILCS 147/1 *et seq.* (collectively “Criminal Activity”), exist throughout the near west suburban area; and

**WHEREAS**, the Participating Municipalities have determined that the investigation, arrest and conviction of offenders engaged in Criminal Activity can be best achieved if the Participating Municipalities mutually obtain, exchange and maintain intelligence in a uniform manner and further provide for joint enforcement procedures concerning Criminal Activity; and

**WHEREAS**, the Participating Municipalities have determined that the establishment of an Intergovernmental Agreement, to form a multi-jurisdictional task force as described herein, is the most efficient method for deterring Criminal Activity; and

**WHEREAS**, the Participating Municipalities find that the establishment of a multi-jurisdictional task force to fight Criminal Activity will serve to promote the health, safety and welfare of the residents of the Participating Municipalities and surrounding areas; and

**WHEREAS**, the Participating Municipalities have determined that other law enforcement related services can be shared in order to assist the Municipalities herein.

**NOW, THEREFORE, IN CONSIDERATION OF THE AFOREMENTIONED RECITALS AND THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTICIPATING MUNICIPALITIES AGREE AS FOLLOWS:**

**SECTION 1: Incorporation of Recitals.** The above recitals are incorporated by reference and made a part of this Agreement.

**SECTION 2: Creation and Definitions.** There is established by and among the Participating Municipalities a multi-jurisdictional task force named “MAJOR CASE ASSISTANCE TEAM” (hereinafter referred to as the “MCAT” or “MCAT Major Case Unit”). In addition to defined terms set forth in this Agreement, the following definitions are used in this Agreement:

MAJOR CASE ASSISTANCE TEAM (MCAT) PURPOSE & OBJECTIVES PLAN shall mean the emergency mutual aid plan and assistance together with such amendments thereto (the “P&O Plan”), by which the Participating Municipalities provide Emergency Police Mutual Aid Assistance (as defined below) and Criminal Activity Investigation Assistance (as defined below) and respond to any Criminal Activity Information Requests (as defined below) in accordance with the terms of this Agreement. The provision of Emergency Police Mutual Aid Assistance and Criminal Activity Investigation Assistance and responding to a Criminal Activity Information Request shall collectively be referred herein to as “Assistance”. The details of the P&O Plan is set forth in Section 4 (MCAT Purpose and Objectives Plan) below.

INITIATING MUNICIPALITY shall mean any Participating Municipality which shall issue: (a) a law enforcement related emergency call for Assistance in accordance with the provisions of this Agreement, but only with respect to the emergency or circumstances directly or indirectly relating thereto, for which such call for Assistance is issued; or (b) a request to obtain, exchange and maintain intelligence to further joint enforcement procedures concerning Criminal Activity and any offender(s) suspected of engaging in or actively engaged in Criminal Activity (“Criminal Activity Information Request”).

RESPONDING MUNICIPALITY shall mean any Participating Municipality which shall respond to: (a) a law enforcement related emergency call for Assistance made by an Initiating Municipality, in accordance with the provisions of this Agreement, but only with respect to the emergency or circumstances directly or indirectly relating thereto, for which such call is issued (“Emergency Police Mutual Aid Assistance”); or (b) a Criminal Activity Information Request by providing, exchanging and maintaining intelligence or collaborating on investigations to further joint enforcement procedures concerning Criminal Activity and any offender(s) suspected of engaging in or actively engaged in Criminal Activity (“Criminal Activity Investigation Assistance”). Collectively, Emergency Police Mutual Aid Assistance and Criminal Activity Investigation Assistance are also referred to within this Agreement as “Assistance”.

RECORDKEEPING MUNICIPALITY shall mean one of the Participating Municipalities who collects and retains all of the MCAT records and signed Signature Pages (a copy of which is attached hereto as **Group Exhibit “B”** and made a part hereof) of this Agreement, and its amendments, on an annual basis, collects the certificates of insurance of the Participating Municipalities, arranges for updates to be made to the MCAT website and has its assigned Board

member serve as the Secretary (as defined below) for the MCAT. The Recordkeeping Municipality shall distribute to the Participating Municipalities signed copies of the signature pages to this Agreement and its amendments, from time to time, and, on an annual basis, distribute copies of the insurance certificates to the other Participating Municipalities for their record retention purposes. The Recordkeeping Municipality assumes no duty or special duties or liability of any kind in regard to the other Participating Municipalities for performing the above tasks. The Recordkeeping Municipality has no duty or obligation to verify any information in the certificates of insurance of the Participating Municipalities. Any Participating Municipality may volunteer to serve as the Recordkeeping Municipality and the Secretary. The Recordkeeping Municipality and at least one other Board of Directors-authorized Participating Municipality shall have administrator rights to the MCAT website.

### **SECTION 3: Provision of Assistance.**

- A. Each Participating Municipality agrees to use its best efforts to provide immediate Assistance under the P&O Plan or to provide Assistance with personnel and resources for serious Criminal Activity which constitute a community threat to any Initiating Municipality who issues an emergency call requesting Assistance pursuant to this Agreement and the P&O Plan; provided, however, that such Assistance shall be provided ONLY upon strict compliance with the provisions of the P&O Plan and of this Agreement. Those authorized to issue an emergency call for Assistance hereunder shall be the Chiefs of Police or their designates, and the shift (watch) commanders of each Participating Municipality. As part of their participation under this Agreement, each of the Police Chiefs of the Participating Municipalities have signed the “MCAT UNIT PARTICIPANT ACCEPTANCE BY PARTICIPATING MEMBER POLICE CHIEFS” Signature Page attached hereto as **Exhibit “A”** and made a part hereof, which confirms that the operational procedures for the MCAT UNIT set forth in this Agreement above have been reviewed and approved by the Chiefs of the Participating Municipalities and that the P&O Plan and all other P&O Plan related operational procedures as set forth in this Agreement, including those set forth in Section 6 (Personnel and Equipment) and Section 7 (Operations; Chain of Command; Documentation; Mutual Aid Protocol), replace all previous procedures adopted prior to the date below by the Participating Municipalities.
- B. The Participating Municipalities shall have no obligation under this Agreement or the P&O Plan to provide any Assistance to any municipality who is not a Participating Municipality, and the Participating Municipalities shall further have no obligation to provide Assistance to an Initiating Municipality and shall not be liable for any damages on account of their failure, refusal or inability for any reason to provide Assistance to an Initiating Municipality.

**SECTION 4: MCAT Plan Purpose and Objectives.** The MCAT P&O Plan has the following purpose and objectives:

- A. To provide Assistance including, but not limited to, obtaining, exchanging and maintaining, in a uniform manner, intelligence concerning Criminal Activity and any offender(s) suspected of engaging in or actively engaged in Criminal Activity.
- B. To address various areas of Criminal Activity within the multi-jurisdictional area.
- C. To develop an inter-departmental task force assignment of police personnel to target areas of known Criminal Activity for effective crime detection and deterrence.

- D. To eliminate or discourage Criminal Activity in the multi-jurisdictional area.
- E. To assist an Initiating Municipality or multiple Participating Municipalities by providing Assistance and additional personnel and resources to relative to the “MCAT Components”, which consists of: Area Tactical Unit (ATAC), Criminal Investigative (CIU), Forensics Investigation Unit (FIU), Major Case Unit (MCU), Major Crash Investigation (MCRT), Unmanned Aircraft System (UAST), Incident Management Assistance (IMAT), Public Information officers(s) (PIO), Forensic Investigation and Collection (FIU) and Planned Events review (PEU), and any other future services as authorized by the Board of Directors.
- F. As part of their participation under this Agreement, the assigned personnel from each of the Participating Municipalities shall comply with the P&O Plan.
- G. To direct all assigned personnel from each of the Participating Municipalities to comply with the P&O Plan.
- H. To obtain, record, exchange and utilize intelligence information concerning Criminal Activity occurring in the various member jurisdictions.
- I. To focus enforcement efforts on locations where Criminal Activity is prevalent.
- J. To direct law enforcement efforts towards individuals known to be currently engaged in Criminal Activity.
- K. To prevent Criminal Activity through the use of intelligence information, proactive patrol tactics and public education.
- L. To assist Participating Municipalities with short-term tactical operations, as needed.
- M. To respond to Participating Municipalities when requested to assist in an active criminal investigation by providing personnel, drones, evidence collection, accident reconstruction, incident management, planning and review or provide public information officers, as well as any other additional services or components as authorized by the Board of Directors.
- N. To ensure that every Participating Municipality who provides Assistance, where two (2) or more personnel respond, shall have one (1) individual designated as IN CHARGE of that Municipality’s personnel.
- O. To ensure that the Initiating Municipality shall have a permanently designated command post site or, should the situation necessitate, Alternate Command Post Sites would be designated by the Initiating Municipality at the time the request for Assistance is made.
- P. The In-Charge Individual of the Responding Municipality shall report to the Command Post of the Initiating Municipality, and receive a duty assignment for their personnel.
- Q. The Responding Municipality shall accept the responsibility to complete the assignments as given by the Initiating Municipality.
- R. The Responding Municipality agrees to act under the supervision of, and to assist in any way requested, the supervising officer(s) of the Initiating Municipality.
- S. The Responding Municipality agrees to respond to the request for Assistance with all such equipment as has been agreed to be provided, as quickly as is practical after any such request for Assistance is made.
- T. This Assistance from all outside Participating Municipalities shall be provided upon DIRECT request from the Initiating Municipality.
- U. All operational procedures as set forth in this Agreement or authorized pursuant to this Agreement, including those set forth in Section 6 (Personnel and Equipment) and Section 7 (Operations; Chain of Command; Documentation; Mutual Aid Protocol) are included within the P&O Plan.



**SECTION 5: Project Organization.** MCAT shall be organized as follows:

- A. **Board of Directors.** MCAT shall be governed by a Board of Directors (“Board”) consisting of the police chiefs of the Participating Municipalities. The Board shall: (i) determine all major policies for the operation of MCAT; (ii) establish necessary rules, principles and procedures for MCAT in order to govern the conduct of the Participating Municipalities and their personnel while operating under this Agreement; (iii) appoint and remove MCAT Component Commanders (i.e., Component Commanders oversee the activities of each of the MCAT Components listed at section 4(E) above ); (iv) make recommendations to the Participating Municipalities relative to the addition or removal of Member Agencies; (v) make final operational decisions; (vi) determine and approve an annual budget and annual fees and supplemental fees; (vii) enter into contracts and incur debt or obligations, in its own name, as necessary for the accomplishment of MCAT’s purpose within the amounts in the annual budget, as amended; (viii) pursue legal action to enforce its rights under any contract, debt and other obligations; (ix) make recommendations to the Participating Municipalities to modify this Agreement; and (x) appoint the Executive Board members (defined below) and appoint a Secretary and a Treasurer. The Board shall, at its initial meeting after the effective date of this Agreement and at subsequent meetings after the appointment of new Board members, appoint: (a) one (1) of its members to serve as the Chair, whose term shall run for two (2) years or until a successor is appointed; and (b) one (1) of its members to serve as the Vice-Chair, whose term shall run for two (2) years or until a successor is appointed. The Chair shall preside over all meetings of the Board and shall have such powers as are conferred upon them by the Board and under this Agreement. In the absence of the Chair or in the event the Chair is unable or unavailable to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair at a meeting, the Board shall elect a Chair Pro Tem to undertake the duties of the Chair for that particular meeting. Each Participating Municipality shall designate its representative(s) to fill these positions. The Board shall meet on call but shall conduct at least one (1) meeting annually. The agenda items for the Board meetings shall be determined by the Chair with input from the other Board members and the Chair of the Executive Board. All meetings of the Board shall comply with the Open Meetings Act (5 ILCS 120/) (the “OMA”). Each Board member, or their designee, shall be entitled to cast one (1) vote on each matter coming before the Board for action. No proxy or absentee votes shall be allowed. A Board member may participate and vote during a meeting if they are eligible to attend the meeting via electronic attendance and they comply with Board approved electronic participation rules that conform to the OMA.
- B. **Executive Board.** MCAT and all police personnel assigned to MCAT shall be under the operational command of the “Executive Board,” who shall exercise complete control over personnel and overall investigations, or other operations/components connected with MCAT. The Executive Board shall be comprised of three (3) command level officers (Chief, Director, Deputy Chief, Commander, Lieutenant, or similar), each from a different Participating Municipality, and shall report directly to

the Board. The Executive Board members shall be appointed by the Board to serve for two (2) terms, each term running for two (2) years. The Executive Board shall, at its initial meeting after the effective date of this Agreement and at subsequent meetings after the appointment of new Executive Board members, appoint: (a) one (1) of its members to serve as the Chair, whose term shall run for two (2) years or until a successor is appointed; and (b) one (1) of its members to serve as the Vice-Chair, whose term shall run for two (2) years or until a successor is appointed. The Chair shall preside over all meetings of the Executive Board and shall have such powers as are conferred upon them by the Board and under this Agreement. In the absence of the Chair or in the event the Chair is unable or unavailable to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair at a meeting, the Executive Board shall elect a Chair pro-tem to undertake the duties of the Chair for that particular meeting. Each Participating Municipality shall designate its representative(s) to fill these positions. The Executive Board shall meet on call but shall conduct at least four (4) meetings annually. The agenda items for the Executive Board meetings shall be determined by the Chair with input from the other Executive Board members and the Chair of the Board. All meetings of the Executive Board shall comply with the OMA. Each Executive Board member, or their designee, shall be entitled to cast one (1) vote on each matter coming before the Executive Board for action. No proxy or absentee votes shall be allowed. A member of the Executive Board may participate and vote during a meeting if they are eligible to attend the meeting via electronic attendance and they comply with Executive Board approved electronic participation rules that conform to the OMA.

C. **Secretary.** The Board shall appoint a Secretary from the command level officers (Chief, Director, Deputy Chief, Commander, Lieutenant, or similar) of the Participating Municipalities to serve in such role for the Board and the Executive Board. The Secretary, or their designee, shall:

- a. Prepare meeting agendas for all meetings of the Board and Executive Board based on direction from each chairperson.
- b. Take and keep the minutes of all meetings of the Board and Executive Board.
- c. See that all notices of meetings are duly given in accordance with applicable laws, including the OMA.
- d. Be custodian of the records of the MCAT, arrange for updates to be made to the MCAT website, and perform all customary duties incident to the position of Secretary, and such other duties as may from time to time be assigned by the Board.
- e. Serve as one of the designated Freedom of Information Act (FOIA) Officers for the MCAT.
- f. Perform the above duties in accordance with the OMA and the FOIA, including completing required OMA and FOIA training.

In the absence of the Secretary, or their designee, the Board or the Executive Board may appoint a Secretary Pro Tem to undertake the duties of the Secretary during the Secretary's absence.

**D. Treasurer; Appointment.** The Treasurer of the MCAT shall be a Board member, or a State licensed certified public accountant from an accounting / auditing firm or a State licensed certified public accountant, and shall be appointed by the Board from time to time. The Treasurer shall be the custodian of all funds received by the MCAT and shall maintain the financial records and personnel records for the MCAT. Funds shall only be invested in the same manner that the law allows for the investment of Illinois municipal funds. The Treasurer shall oversee the preparation of an investment and fiscal policy, and any updates, for the MCAT for approval by the Board. The position of Treasurer shall have no voting authority on matters regarding the MCAT; however, the Police Chief who serves as the Treasurer shall vote as a Board member. The Treasurer shall not receive any compensation for serving in that position when the Treasurer position is filled by a Board member. If the Board hires an bookkeeper, accountant or auditing firm to serve as Treasurer or auditor, the Board shall set the level of compensation to be paid for those services provided.

**E. Duties.** The Treasurer shall:

1. Be the custodian of all MCAT funds, including all dues, fees and other funds held in any authorized bank account(s) of the MCAT.
2. Make recommendations on financial policies and practices to the Board.
3. Act as one of the authorized signatories of all of the MCAT's bank accounts, checks and investment instruments in addition to the other two (2) authorized MCAT signatories: the Board Chair and the Board Vice-Chair.
4. Provide a bond or assurance in the amount of \$100,000 for the faithful discharge of the duties of the position of Treasurer, with such surety or sureties as the Board shall determine. The MCAT shall pay the bond premium or fee, unless such bond or assurance already has been procured by the Participating Municipality and covers the Board member serving as Treasurer. The liability of the Treasurer for the custody of the portions of MCAT funds that are authorized for release by the MCAT terminates upon delivery of the funds to the person or persons or entity or entities entitled to receive such funds.
5. Prepare or assist with the preparation of annual budgets, capital plan budget and financial reports.
6. Maintain required financial management system.
7. Process required financial transactions.
8. Prepare or assist with any financial matters as requested by the Board or the Executive Board.

**F. Financial Reports and Warrant List.** The Treasurer shall provide to the Board a written financial report of current and projected revenues and expenses for the current fiscal year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board

**G. Business Expenses.** All Board members, officers of the Board and the Executive Board members shall be reimbursed for actual, necessary and documented business expenses that are included within the MCAT annual budget and are incurred as part

of performing their MCAT duties. Reimbursement shall not include travel expenses (i.e., mileage and tolls) to and from board meetings or to and from incident calls.

- H. **Training Director.** The Training Director, a supervisory officer appointed by the Executive Board, shall be responsible for the supervision and implementation of any training conducted in connection with MCAT and shall report directly to the Executive Board. The Training Director shall be employed by one of the Participating Municipalities.
- I. **Quorum.** A majority of the members of the Board and the Executive Board shall constitute a quorum for the transaction of business at a meeting of the boards. If less than a majority of the members of the Board or the Executive Board are present at a meeting, the board members present will adjourn the meeting without further notice.
- J. **Electronic Participation In Meetings.** In accordance with the OMA, members of the Board and the Executive Board may attend, participate and vote at open and closed public meetings through the use of telephone conference calls or other electronic means in accordance with the rules and procedures set forth below.
  - a. **Quorum.** The Board and the Executive Board are prohibited from establishing a quorum to conduct business at an open or closed meeting through attendance by the use of telephone conference calls or other electronic means. A quorum must be physically present at the actual location of an open or closed meeting. Members who wish to attend a meeting electronically must give notice before the commencement of the meeting to the Secretary, unless advance notice is impractical.
  - b. **Meeting Minutes.** Minutes must reflect whether a member is present physically or electronically, regardless of whether any members are attending through the use of a telephone conference call or other electronic means.
  - c. **Electronic Attendance and Participation.** Provided that the audio, telephone or video conference connection allows the voice of an absent member to be clearly heard by the attendees of the meeting (including the public) and the absent member can clearly hear the voices of the attendees who participate in the meeting, a member of the Board or the Executive Board may attend, participate and vote at an open or closed meeting through the use of a telephone conference call or other electronic means if the member is prevented from physically attending because of:
    - i. personal illness or disability; or
    - ii. employment purposes or the business of the public body; or
    - iii. family emergency or other emergency; or
    - iv. unexpected childcare obligations.

Where a Board member attends the meeting by use of a telephone conference call or other electronic means, the Chair (presiding officer) shall, immediately after the convening of the meeting, announce to the public which member is attending the meeting by use of a telephone conference call or other electronic means, identify the method of attendance and the reason why the absent member is participating by such means. If the presiding officer attends the meeting through the use of a telephone conference call or other electronic means, the presiding officer shall not be required

to vacate the chair and may act in their capacity as the presiding officer for the purposes of the meeting despite not being physically present.

The voice of the absent member participating by telephone conference call or other electronic means, after being identified by the presiding officer as belonging to the absent member, shall be simultaneously broadcast to the public present at the meeting so that their voice can be heard, and the member shall also be able to hear any discussions of the other members and the public comment regarding any issue discussed at the meeting before a vote is taken.

## **SECTION 6: Personnel and Equipment.**

- A. Each Participating Municipality shall assign a minimum of one full-time police officer to the MCAT Major Case Unit for the term of this Agreement. Each Participating Municipality may rotate its assigned officer. All salary and other employment benefits, including but not limited to any overtime compensation or other compensatory time (e.g., special duty pay, shift differential pay, etc.) payable to the assigned officer participating in MCAT, shall be paid by the officer's employing municipality. Each Participating Municipality shall be solely responsible for any workers' compensation or other disability claim brought by its assigned officer for any injury, illness or death sustained by the officer in connection with or related to their activities or duties under the MCAT or any other police personnel assigned to perform any activities or duties under this Agreement. In addition, each Participating Municipality shall be solely responsible for any claims for injuries to persons or damage to property arising out of the acts or omissions of its participating officer under this Agreement.
- B. Each Participating Municipality shall replace (at a time agreeable by the majority of the Board) all of its contributed equipment or supplies expended or consumed by the Participating Municipality in responding to an incident.
- C. Each Participating Municipality shall be responsible for relieving, feeding, and for the billeting, as may be required by the duration of the emergency or incident, of all such personnel who have responded to the call for Assistance.

## **SECTION 7: Operations; Chain of Command; Documentation; Mutual Aid Protocol.**

- A. Each of the police departments of the Participating Municipalities shall maintain the ability to communicate with one another continuously by means of at least one commonly used radio frequency or band.
- B. Those authorized to issue an emergency call for Assistance hereunder shall be the Chiefs of Police or their designates, and the shift (watch) commanders of each Participating Municipality.
- C. Each assigned police officer, when requested (by the respective component commander), shall report to the Initiating Municipality. Police officers furnishing Assistance under this Agreement shall have all of the powers of police officers of the Initiating Municipality and are subject to the direction of the Chief of Police or ranking Commanding Officer in Charge of the Initiating Municipality. The Executive

Board shall be responsible for determining all lines of authority and chains of command with respect to the operation of MCAT and each component.

- D. In the event of asset forfeitures, each of the Participating Municipalities who are actually involved in the incident/arrest/seizure shall share in all asset distribution awards on an equal share prorated basis.
- E. Any Responding Municipality whose police officers or other law enforcement officers and/or personnel have responded to an emergency call for Assistance under this Agreement may recall such officers or personnel under either of the following circumstances:
  - a. If such Responding Municipality issues its own emergency call for Assistance under this Agreement; or
  - b. If, in the judgment of the Commanding Officer of such Responding Municipality, there is a need to recall such officers or personnel to serve the law enforcement needs of the Responding Municipality, such officers/personnel may be recalled on reasonable notice to the ranking officer in-charge of the Initiating Municipality.

It shall be the responsibility of the Initiating Municipality to record the Participating Municipalities, their respective duties and assignments, and to collect historical data of the emergency or incident. In addition, the Initiating Municipality shall:

- 1) Provide for the servicing of the news media.
- 2) Have readily available at its headquarters a plan or locating (with alternatives) sites for a command and communications center, receiving and staging area(s) for all police, and other assisting agencies such as utility companies, ambulances, firemen and equipment, tow trucks, Red Cross, hazmat teams, etc. and all other equipment/manpower that may be called in to assist toward the successful termination of the emergency or incident.
- 3) Be solely responsible for notifying all outside agencies to be called in based upon its needs and in accordance with its own Disaster/Civil Disturbance Plan.
- 4) Be responsible for relieving, feeding, and for the billeting, as may be required by the duration of the emergency or incident, of all such personnel who have responded to the call.
- 5) Replace (at a later time) all equipment or supplies expended or consumed by the Participating Municipality in participating in the emergency or incident and providing Assistance.

#### **SECTION 8: Annual Dues; Supplemental Fees.**

- A. Each Participating Municipality agrees that it will contribute annual dues in the amount determined by the majority vote of the Board at the annual Board Meeting. Invoices for



annual dues will be mailed to each Participating Municipality and shall be paid in full no later than June 1 of that year. Failure to timely pay annual dues or supplemental fees may serve as the basis for a Participating Municipality's removal from membership of MCAT upon the concurrence of a three-fifths (3/5th) vote of the Board.

- B. Supplemental Fees. Supplemental fees may be charged to the Participating Municipalities, determined by the majority vote of the Board, to pay certain anticipated and/or unanticipated expenses, debts or liabilities of the MCAT. All Participating Municipalities shall be obligated to timely pay their supplemental fees as determined by the Board.

## **SECTION 9: Insurance.**

Each Participating Municipality agrees that it will, at all times, maintain insurance coverage and pay all required insurance premiums when due, insuring such Participating Municipality for the obligations covered by the indemnity, defense, hold harmless and reimbursement provisions of Section 10 of this Agreement, and such insurance coverage shall have limits of liability not less than the following:

Each Participating Municipality participating under the terms of this Agreement shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment, and liability for its participation in providing Assistance pursuant to this Agreement as follows:

- Commercial General Liability (Including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- Law Enforcement liability coverage: \$5,000,000 per occurrence. The general aggregate shall be twice the required occurrence limit.
- Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

Each Participating Municipality shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

Any Participating Municipality that is a party to this Agreement shall have no obligation to provide or extend insurance coverage to insure the personnel of any other Participating Municipality to this Agreement or to insure the acts or omissions of personnel of any other Participating Municipality to this Agreement.

The certificates of insurance and insurance policies for the Participating Municipalities shall specifically list by name the other Participating Municipalities and designate them as "additional insureds" for coverage purposes in order to satisfy the indemnity defense, hold harmless and reimbursement obligations and provisions of Section 10 of this Agreement.

Each year by January 15, a copy of the certificate of insurance showing the premium paid in full, containing an effective date and time period that covers the current calendar year and confirming that the insurance coverage covers the matters governed by this Agreement, including the payment of the obligations covered by the indemnity, defense, hold harmless and reimbursement provisions of Section 10 of this Agreement, shall be transmitted by each of the Participating Municipalities to the Secretary. Each year by January 30 or within fifteen (15) calendar days of receipt, the Secretary shall distribute copies of the certificates of insurance to the other Participating Municipalities. For a Participating Municipality whose insurance coverage period is on a fiscal year and not on a calendar year, the Participating Municipality is required to timely provide to the Secretary with copies of the certificates of insurance that demonstrate annual insurance coverage.

In the event that any Participating Municipality shall fail to procure and maintain the insurance coverage required above, the Board shall give written notice of such failure to each of the other Participating Municipalities, and so long as such failure continues, the other Participating Municipalities shall not be obligated under this Agreement to respond to any emergency call for Assistance issued by the non-compliant Participating Municipality for failing to maintain the required insurance coverage. If a Participating Municipality continues to fail to procure and maintain the required insurance coverages, the Board shall issue a written notice advising of the noncompliance, and the non-compliant Participating Municipality shall have ten (10) calendar days from receipt of such notice to procure the mandatory insurance coverage requirements by providing proof of such insurance coverage with the annual premium paid in full to the Board. If such proof of insurance is not received within the 10-day period, the Board shall hold a meeting and make a recommendation to the Participating Municipalities for the removal of the non-compliant Participating Municipality.

In the event of any other violation of the provisions of this Agreement, the non-compliant Participating Municipality may be excluded from the benefits of this Agreement by the affirmative action of the corporate authorities of a majority of the Participating Municipalities until the violation is cured. If the violation is not cured within a time period as determined by the Board, the non-compliant Participating Municipality may be removed from this Agreement by the affirmative action of the corporate authorities of a majority of the Participating Municipalities.

## **SECTION 10: Indemnification; Defense.**

### **A. Defense of MCAT**

In the event that the MCAT is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to some or all of the other Participating Municipalities, the Initiating Municipality shall be responsible, at its sole cost, for the legal defense of the MCAT in any such legal proceedings.

### **B. Indemnification of MCAT**

In the event that the MCAT is named as a party to a lawsuit, claim or action as a separate entity, either individually or in addition to some or all of the other Participating Municipalities, the Initiating Municipality shall be responsible, at its sole cost, for the defense and indemnification of the MCAT and shall hold harmless, defend and indemnify each and every other Participating Municipality to this Agreement from and against any liability, damage or cost, including attorney's fees, assessed against the MCAT.

### **C. Mutual Defense and Indemnification**

The Initiating Municipality shall, to the extent permitted by law, indemnify, hold harmless and defend any Responding Municipality, their officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorney fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or loss or damage resulting from or connected with the negligent or willful acts, errors or omissions of the Initiating Municipality in its performance under this Agreement regardless of the location where such claims arose.

A Responding Municipality shall, to the extent permitted by law, indemnify, hold harmless and defend the Initiating Municipality, or any other Responding Municipality, their official, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorney fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or loss or damage resulting from or connected with the negligent or willful acts, errors or omissions of the Responding Municipality in its performance under this Agreement regardless of the location of where such claims arose.

### **D. Non-Indemnification of Personnel**

The obligation to indemnify and hold harmless pursuant to this Section 10 shall not apply to any claim for injury or damage made by Responding Municipality personnel to the extent that such claim is based upon the negligent or intentional conduct of Initiating Municipality personnel and is not brought pursuant to the Illinois Workers' Compensation Act.

The obligation to indemnify and hold harmless pursuant to this Section 10 shall not apply to any claim for injury or damage made by Initiating Municipality personnel to the extent that such claim is based upon the negligent or intentional conduct of Responding Municipality personnel and is not brought pursuant to the Illinois Workers' Compensation Act.

### **E. Indemnification of Employment Benefits**

The officials, officers, employees, agents, and volunteers who perform any duties for MCAT in any appointed, designated or assigned capacity as a Participating Municipality's "representative" shall not be employees of the MCAT and shall not be eligible for any kind of employment benefits from MCAT, including but not limited to unemployment, disability or pension benefits, and workers' compensation benefits, Illinois Public Employee Disability Act ("PEDA") benefits, and Illinois Public Safety Employee Benefits Act ("PSEBA") benefits.

Each Participating Municipality shall be responsible for all employment benefits and related liabilities, unemployment, disability or pension benefits and related liabilities, workers' compensation claims and related liabilities, PEDA claims and related liabilities, PSEBA claims and related liabilities that pertain to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for MCAT in any appointed, designated or assigned capacity as the Participating Municipality's "representative".

The Initiating Municipality is responsible for its personnel acting under this Agreement and releases, indemnifies and holds harmless each and every other Participating Municipality hereto with regard to any claims for injury or damage made by Initiating Municipality personnel involving employment benefits provided by law or contract. Specifically, with regard to employment benefits, all employee benefits, wage and disability payments, pension and workers' compensation claims, damage to or destruction of equipment and clothing and medical expense of the Initiating Municipality shall be paid by the Initiating Municipality.

Each Responding Municipality is responsible for its personnel rendering aid under this Agreement and each Responding Municipality releases, indemnifies and holds harmless each and every other Participating Municipality hereto with regard to any claims for injury or damage made by Responding Municipality personnel involving employment benefits provided by law or contract, as if the responding personnel were acting solely within the jurisdiction of the Responding Municipality. Specifically, with regard to employment benefits, all employee

benefits, wage and disability payments, pension and workers' compensation claims, damage to or destruction of equipment and clothing and medical expense of the Responding Municipality shall be paid by Responding Municipality.

**F. Indemnification by Participating Municipalities of Their Own Personnel**

Each Participating Municipality shall indemnify, defend, and save harmless its own police officers and/or other law enforcement officers and/or personnel responding to the emergency call for Assistance in accordance with the provisions of Sections 1-4-5 and 1-4-6 of the Illinois Municipal Code (65 ILCS 5/1-4-5 and 5/1-4-6), as amended.

**G. Non-waiver of Immunities**

No Participating Municipality to this Agreement or while performing under the terms of this Agreement shall be deemed to waive any governmental immunity or defense to which the Participating Municipality would otherwise be entitled under statute or common law.

**H. Notice of Claim or Lawsuit**

Any Participating Municipality that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other Participating Municipalities of this Agreement shall provide prompt and timely notice to the Board and the Participating Municipality or Participating Municipalities who may be affected by the suit or claim. Each Participating Municipality reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

**I. Non-Liability for Failure to Render Aid or Withdrawal of Aid**

The rendering of aid under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of a Responding Municipality prohibit response. No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a Participating Municipality and its duly authorized agents and personnel, for failure or refusal to render aid under this Agreement. Nor shall there be any liability of a Participating Municipality for withdrawal of aid once provided pursuant to the terms of this Agreement.

**SECTION 11: Withdrawal from MCAT.**

- A. Voluntary Withdrawal by Participating Municipality.** The corporate authorities of any Participating Municipality may withdraw from this Agreement and its participation in MCAT by notifying the Board of such withdrawal, in writing, and such withdrawal shall be effective thirty (30) calendar days from the date of such notice. A withdrawing Participating Municipality shall remain obligated to satisfy any obligations incurred while participation in this Agreement, including financial, insurance and indemnification obligations. Prior to its withdrawal being effective, a withdrawing Participating Municipality shall be obligated to pay all of its debts and obligations that accrued or were imposed during its participation in this Agreement, including but not limited to payment of current / outstanding dues, component dues, and any equipment replacement and/or replenishment obligations.
- B. Withdrawal for Failure to Approve Amended Agreement.** Failure to adopt any amended version of this Agreement within one hundred twenty (120) calendar days of receipt of the amended version of this Agreement will constitute a Participating Municipality's voluntary withdrawal from this Agreement. Upon written request of the

Participating Municipality, the 120-day period for approving an amended version of this Agreement may be extended by the Board, in their discretion.

**C. Involuntary Withdrawal; Termination of Participating Municipality.** Upon a three-fifths (3/5ths) vote of the total number of Board, a Participating Municipality's participation in the MCAT may be terminated for the following reasons:

- (1) The non-payment of any required annual dues, supplemental fees, costs and other financial obligations required by this Agreement within thirty (30) calendar days of written notice, if the non-payment is not timely resolved as provided for below.
- (2) Conduct by the Participating Municipality or any of its officers, officials employees, agents, volunteers, or representatives that violates any of the terms of this Agreement, the P&O Plan or applicable law enforcement professional standards, or other laws or governmental regulations.

**D.** Prior to taking a vote to terminate for an uncured default, the Board shall provide to the Participating Municipality an opportunity to cure the default under Subsection 11.D. below and to have its alleged default resolved pursuant to the provisions of Section 15 (Dispute Resolution) below.

**E.** The non-payment of any required annual dues, supplemental fees, costs and other financial obligations required by this Agreement within thirty (30) calendar days of notice by the MCAT as set forth herein, or the refusal or failure of any Participating Municipality to be bound by any obligations of the MCAT, shall constitute a default under this Agreement. The default shall be cured within the thirty (30) calendar day period following receipt of a notice of default.

**F.** Involuntary withdrawal shall be subject to the following conditions:

- (1) Withdrawal shall take effect immediately or on a date established by a vote of two-thirds (2/3rds) of the total number of Board.
- (2) Upon withdrawal, the withdrawing Participating Municipality shall continue to be responsible for:
  - a. Its share of all MCAT related annual dues, supplemental fees, costs and other financial obligations required by this Agreement for a one (1) year period, commencing as of the date that the Board votes to terminate the membership of the Participating Municipality.
  - b. Its indemnification obligations under this Agreement.

## **SECTION 12: Termination and Dissolution of MCAT.**

**A.** If the Board determines that the withdrawal of a Participating Municipality reduces the number of Participating Municipalities to less than that feasible to keep the MCAT operational, or upon the vote of two-thirds (2/3rds) of the total number of Board to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board.

**B.** Upon such decision to terminate this Agreement, and after payment of all debts, all assets and all liabilities of the MCAT, any remaining funds shall be distributed among those Participating Municipalities who were active members of the MCAT at the time of

termination or dissolution, on the same allocation formula that was used to determine the most recent annual dues (the “allocation formula”). The Participating Municipalities shall share all costs pertaining to debts and liabilities of the MCAT and any other wind down costs associated with terminating the operations of the MCAT and the dissolution of the MCAT based on the Board-approved allocation formula. Participating Municipalities shall not be allowed to withdraw from this Agreement for purposes of avoiding their portion of the payment of debts and liabilities of the MCAT and other wind down costs.

- C. Upon such decision to terminate this Agreement, the Participating Municipalities, through the Board, shall cooperate to wind down the MCAT as follows:
- (1) The fixed assets of the MCAT shall be declared surplus property by the Board and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty (30) calendar day public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of all debts and liabilities and other wind down costs, shall be divided among the active Participating Municipalities at the time of dissolution based on the allocation formula.
  - (2) If the debts and liabilities and other wind down costs exceed the proceeds of the sold assets, payment of the remaining debts and liabilities and other wind down costs shall be made from the collection of supplemental fees (i.e., additional monetary contributions), based on the Board-approved allocation formula, payable by all active Participating Municipalities, at the time dissolution is first considered. Participating Municipalities shall not be allowed to withdraw from this Agreement for purposes of avoiding their portion of the payment of such debts and liabilities and other wind down costs.
  - (3) All public records, individual files and documentation of MCAT shall be retained and then discarded in accordance with the regulations of the Local Records Act, upon approval of the Local Records Commission, or shall be distributed to the applicable Participating Municipality which has jurisdiction of the subject matter of the file or documentation for retention, without charge or offset.

**SECTION 13: Effective Date.** This Agreement shall be effective on the date of the acknowledgement letter sent to each of the Participating Municipalities by the Board.

**SECTION 14: Execution.**

The corporate authorities of the Participating Municipalities to this Agreement, listed on page 1 of this Agreement, shall each approve of this Agreement and direct their Village Presidents / Mayors and Clerks to execute the Signature Page attached at the end of this Agreement (**Exhibit “B”**) to authorize their participation under this Agreement and to ratify and confirm all things done by them in pursuance of that certain mutual aid agreement entered into by them on or about December 1, 1978, and as subsequent amended. The Chiefs of Police of each of the Parties to this Agreement shall execute the “MCAT Unit Participant Acceptance” sheet attached as **Exhibit “B”** to this Agreement to acknowledge their understanding and acceptance of the terms, provisions, and obligations set forth in this Agreement. At the time of approval and execution of this Agreement by the respective corporate authorities of each Participating Municipality, each of the executed Signature Pages and MCAT Unit Participant Acceptance sheets that pertain to the Participating Municipalities shall be automatically incorporated by reference into this Agreement as if attached hereto and made a part hereof. The Participating Municipalities agree to send an executed copy of their Signature Page and MCAT



Unit Participant Acceptance sheet to the Board for purposes of creating a complete version of this Agreement, a copy of which will be distributed to all Participating Municipalities by the Board. The execution of individual Signature Pages shall not impact the validity of this Agreement as the countersigned, individual Signature Pages shall be taken collectively to create a valid and binding contract.

#### **SECTION 15: Dispute Resolution.**

If a dispute arises between any of the Parties concerning this Agreement, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Parties. The Parties will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, and ratified by the corporate authorities of each Party, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section. If the Parties do not resolve the dispute through negotiation, any Party to this Agreement may pursue other remedies under Section 17(E) (Cumulative Rights and Remedies) below to enforce the provisions of this Agreement.

#### **SECTION 16: Initial Term of Agreement; Renewal; Amendment; Additional Parties.**

- A. The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement.
- B. Any Participating Municipality may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board. Amendments approved by at least two-thirds (66%) vote of the Board will be sent to the corporate authorities of the Participating Municipalities for consideration and action. Failure of a Participating Municipality's governing body to adopt any amended agreement within one hundred and twenty (120) calendar days of receipt of the proposed amended agreement will constitute a Participating Municipality's voluntary withdrawal from this Agreement pursuant to Section 10(A) of this Agreement.
- C. Additional municipalities may become parties to this Agreement, provided each additional municipality:
  - a. Approves and executes this Agreement.
  - b. Provides an executed copy of **Exhibit "A"** - MCAT Unit Participant Acceptance By Participating Member Police Chiefs and an executed copy of **Group Exhibit "B"** - Signature Pages For Participating Municipalities.
  - c. Provides the name and title of an authorized representative to the Board.
  - d. Pays its annual fees and any supplemental fees.
  - e. Complies with all of the other provisions of this Agreement.

#### **SECTION 17: Miscellaneous Provisions.**

- A. **Headings.** The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying,

amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

- B. **Waiver.** Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.
- C. **Limitation of Liability.** No officer, agent, employee or director of MCAT shall have any authority under this Agreement to impose on or extend the contractual liability of any of the Participating Municipalities in any manner not approved by the Board.
- D. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
- E. **Cumulative Rights And Remedies.** The rights and remedies of the Participating Municipalities are cumulative, and election of any single remedy by any Participating Municipality will not constitute a waiver of any other remedy that such Participating Municipality may pursue under this Agreement.
- F. **Complete Defense.** It is expressly understood and agreed by the Participating Municipalities that this Agreement may be pleaded by any of the Participating Municipalities as a complete defense to, and a bar to, any and all claims or causes of action of any kind brought, maintained or conducted by any Participating Municipality or any third party in connection with or on account of any of the matters set forth in this Agreement. The Participating Municipalities agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
- G. **Assignment.** The rights or obligations of each Participating Municipality under this Agreement may not be transferred.
- H. **Severability.** If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of this Agreement as a whole or of any other part.
- I. **Venue and Applicable Law.** All questions of interpretation, construction, enforcement and all controversies with respect to this Agreement shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Participating Municipalities 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 at the Richard J. Daley Center or the Northern District of the United States District Court, Chicago, Illinois, and the Participating Municipalities consent to the *in personam* jurisdiction of said Courts for any such action or proceeding.
- J. **Notices.** 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 Agreement at the current business addresses set forth below on the Signature Page 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.

K. **Exhibits.** The following Exhibits are attached to and made a part of this Agreement:

1. **EXHIBIT "A"** - MCAT Unit Participant Acceptance By Participating Member Police Chiefs
2. **GROUP EXHIBIT "B"** - Signature Pages For Each Participating Municipality

**APPROVED AND ACCEPTED:** The corporate authorities of the Parties to this Agreement, listed on page 1 of this Agreement, have authorized and approved of their participation in this Agreement and have directed their Village Presidents / Mayors and Clerks to execute the Signature Page, the form of which is attached at the end of this Agreement as **Exhibit "B"**, to authorize their participation under this Agreement and to ratify and confirm all things done by them in pursuance of that certain mutual aid agreement entered into by them on or about December 1, 1978, and as subsequently amended. The original of each executed Signature Page for the Participating Municipalities shall be retained on file with their respective Clerks.

**IN WITNESS WHEREOF**, the Parties have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as approved and authorized by the corporate authorities of each Participating Municipality.

**SIGNATURE PAGES TO FOLLOW AT GROUP EXHIBIT "B"**

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**EXHIBIT "A"**

**MCAT UNIT PARTICIPANT ACCEPTANCE**  
**BY PARTICIPATING MEMBER POLICE CHIEFS**

THE OPERATIONAL PROCEDURES FOR THE MCAT UNIT SET FORTH ABOVE HAVE BEEN REVIEWED BY THE POLICE CHIEFS OF THE MEMBER AGENCIES UNDER AUTHORITY OF THE MCAT MUTUAL AID AGREEMENT AND HAVE BEEN APPROVED AND ADOPTED AS INDICATED BY THEIR SIGNATURES AFFIXED BELOW. THE OPERATIONAL PROCEDURES REPLACE ALL PREVIOUS PROCEDURES ADOPTED PRIOR TO THE DATE BELOW BY PARTICIPATING MEMBER AGENCIES.

PROCEDURE REVIEW, APPROVED, ACCEPTED AND ADOPTED ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 20 \_\_\_\_ BY:

\_\_\_\_\_  
Michael Kuruvilla, Chief  
Brookfield Police Department  
8820 Brookfield Ave

\_\_\_\_\_  
Jeremy Carr, Chief  
McCook Police Department  
5000 Glencoe Ave

\_\_\_\_\_  
Paul Klimek, Chief  
Countryside Police Department  
803 Joliet Rd

\_\_\_\_\_  
Christian Ehrenburg, Chief  
North Riverside Police Department  
2359 Des Plaines Ave

\_\_\_\_\_  
Biane Zarate, Chief  
Forest View Police Department  
7000 West 46<sup>th</sup> St

\_\_\_\_\_  
Matthew Buckley, Chief  
Riverside Police Department  
27 Riverside Rd

\_\_\_\_\_  
Ryan Carrasquillo, Chief  
Hodgkins Police Department  
6015 Lenzi Ave

\_\_\_\_\_  
Jerry Chlada Jr, Chief  
Stickney Police Department  
6533 Pershing Rd

\_\_\_\_\_  
Matt Walsh, Chief  
Indian Head Park Police Department  
201 Acacia Dr

\_\_\_\_\_  
Sean Gilhooley, Chief  
Western Springs Police Department  
740 Hillgrove Ave

\_\_\_\_\_  
Timothy Griffin, Chief  
La Grange Police Department  
304 W Burlington

\_\_\_\_\_  
Tim Contois, Chief  
La Grange Park Police Department  
447 N Catherine Ave

\_\_\_\_\_  
Garry McCarthy, Chief  
Willow Springs Police Department  
8255 Willow Springs Rd

**GROUP EXHIBIT “B”**

**To**

**INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE  
TO DETER ORGANIZED CRIMINAL ACTIVITY  
AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES**

**SIGNATURE PAGES FOR PARTICIPATING MUNICIPALITIES**

**GROUP EXHIBIT “B”**

**SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY**

**APPROVED AND ACCEPTED:**

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality’s participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

**VILLAGE OF BROOKFIELD**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor or Village President

Dated: \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2025.



**GROUP EXHIBIT “B”**

**SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY**

**APPROVED AND ACCEPTED:**

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality’s participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

**CITY OF COUNTRYSIDE**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor or City President

Dated: \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2025.

**GROUP EXHIBIT “B”**

**SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY**

**APPROVED AND ACCEPTED:**

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality’s participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

**VILLAGE OF FOREST VIEW**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor or Village President

Dated: \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2025.

**GROUP EXHIBIT “B”**

**SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY**

**APPROVED AND ACCEPTED:**

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality’s participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

**VILLAGE OF HODGKINS**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor or Village President

Dated: \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2025.

**GROUP EXHIBIT “B”**

**SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY**

**APPROVED AND ACCEPTED:**

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality’s participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

**VILLAGE OF INDIAN HEAD PARK**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor or Village President

Dated: \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2025.

**GROUP EXHIBIT “B”**

**SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY**

**APPROVED AND ACCEPTED:**

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality’s participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

**VILLAGE OF LAGRANGE**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor or Village President

Dated: \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2025.

**GROUP EXHIBIT “B”**

**SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY**

**APPROVED AND ACCEPTED:**

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality’s participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

**VILLAGE OF LA GRANGE PARK**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor or Village President

Dated: \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2025.



**GROUP EXHIBIT “B”**

**SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY**

**APPROVED AND ACCEPTED:**

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**VILLAGE OF MCCOOK**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor or Village President

Dated: \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2025.

**GROUP EXHIBIT “B”**

**SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY**

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**VILLAGE OF NORTH RIVERSIDE**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor or Village President

Dated: \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2025.

**GROUP EXHIBIT “B”**

**SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY**

**APPROVED AND ACCEPTED:**

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality’s participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

**VILLAGE OF RIVERSIDE**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor or Village President

Dated: \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2025.

**GROUP EXHIBIT “B”**

**SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY**

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**VILLAGE OF STICKNEY**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor or Village President

Dated: \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2025.

**GROUP EXHIBIT “B”**

**SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY**

**APPROVED AND ACCEPTED:**

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality’s participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

**VILLAGE OF WESTERN SPRINGS**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor or Village President

Dated: \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2025.

**GROUP EXHIBIT “B”**

**SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY**

**APPROVED AND ACCEPTED:**

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality’s participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

**VILLAGE OF WILLOW SPRINGS**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor or Village President

Dated: \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_

Name: \_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2025.



**RESOLUTION NO. 25-\_\_**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES**

**WHEREAS**, the President and Board of Trustees/Mayor and City Council of the Village/City of \_\_\_\_\_ (“Village/City”) authorized participation in and approved the execution of an intergovernmental agreement entitled “Emergency Mutual Aid Agreement” (the “Original Agreement”) on the \_\_\_\_\_ day of \_\_\_\_\_, 1993, under Resolution No. \_\_\_\_\_, for the purpose of allowing the Village/City’s Department of Law Enforcement Services to participate in and receive the benefits of an intergovernmental arrangement under which the participating municipalities share police personnel, equipment and resources to respond to disasters and civil disorders and to combat serious criminal activities that constitute a community threat. The Agreement, which has been approved by the corporate authorities of each of the participating municipalities, is authorized under Section 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/11-1-2.1), Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/); and

**WHEREAS**, the Agreement has been revised in 1996, 1998, 2014, 2018, 2022, and 2024 by the corporate authorities of the participating municipalities to authorize certain amendments to the Agreement that memorialized the addition and subtraction of certain participating municipalities, refined the provisions of the Original Agreement and expanded the scope of said Original Agreement to include aid in case of serious criminal activity which constitutes a community threat; and

**WHEREAS**, the current participating municipalities under the Agreement are as follows:

- |                                |                                |
|--------------------------------|--------------------------------|
| 1. City of Countryside         | 8. Village of McCook           |
| 2. Village of Brookfield       | 9. Village of North Riverside  |
| 3. Village of Forest View      | 10. Village of Riverside       |
| 4. Village of Hodgkins         | 11. Village of Stickney        |
| 5. Village of Indian Head Park | 12. Village of Western Springs |
| 6. Village of La Grange        | 13. Village of Willow Springs  |
| 7. Village of La Grange Park   |                                |

; and

**WHEREAS**, a copy of the updated version of the Original Agreement is attached hereto as **Exhibit “A”** and made a part hereof (the “Agreement”); and

**WHEREAS**, at an open public meeting held on \_\_\_\_\_, 2025, the President and Board of Trustees/Mayor and City Council of the Village/City reviewed and discussed the Agreement and received input from the Village/City staff and provided an opportunity for public input on the matter. At its \_\_\_\_\_, 2025 meeting, the President and Board of Trustees accepted the Village/City staff’s recommendation to approve and enter into the Agreement; and

**WHEREAS**, in accordance with the authority set forth in Section 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/11-1-2.1), Section 10 (Intergovernmental Cooperation) of Article VII (Local Government)

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of the of the State of Illinois of 1970, and Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5), the President and Board of Trustees/Mayor and City Council of the Village/City of \_\_\_\_\_ find that it is protective of the health, welfare and safety of and in the best interests of the Village/City, its residents, property owners, local businesses and the public to authorize the approval and execution of the Agreement in order to allow the Village/City to continue to participate in and receive the benefits of the mutual aid arrangement with the other participating municipalities.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES/MAYOR AND CITY COUNCIL OF THE VILLAGE/CITY OF \_\_\_\_\_, \_\_\_\_\_ 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 and Approval of Expenses.** The President and Board of Trustees/Mayor and City Council of the Village/City of La Grange Park approve and authorize the execution of the Agreement, in substantially the version attached hereto as **Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village/City Attorney. The President and Board of Trustees/Mayor and City Council further authorize and direct the Village/City Manager or the Village/City Finance Director, or their designees, to pay all budgeted and appropriated costs that are necessary to fulfill the Village/City's obligations under the Agreement.

**SECTION 3: Compliance with the Agreement and Delivery of Signed Documents.** The President and Board of Trustees/Mayor and City Council of the Village/City of La Grange Park further authorize and direct the Village/City Manager, or their designee, to take all necessary actions to comply with the Village/City's obligations under the attached Agreement.

**SECTION 4: Delivery of Agreement.** Upon approval of this Resolution and the Agreement, the President and Board of Trustees/Mayor and City Council of the Village/City authorize and direct that the Village/City Clerk, the Village/City Manager or the Village/City Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the attached Agreement, to all parties that are entitled to receive such documents in order to comply with the terms of the Agreement and 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.

**ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES/MAYOR AND CITY COUNCIL OF THE VILLAGE/CITY OF LA GRANGE PARK, Cook County, Illinois this \_\_\_\_th day of \_\_\_\_\_, 2025.**

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

**APPROVED** by the Village President/Mayor on this \_\_\_\_th day of \_\_\_\_\_, 2025, and attested by the Village/City Clerk on the same date.

\_\_\_\_\_  
, Village President/Mayor

**ATTEST:**

\_\_\_\_\_  
, Village/City Clerk

APPROVED AS TO FORM BY: Village/City Attorney \_\_\_\_\_ on \_\_\_\_\_ 2025.

**Exhibit "A"**  
**INTERGOVERNMENTAL AGREEMENT**  
**ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE**  
**TO DETER ORGANIZED CRIMINAL ACTIVITY**  
**AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES**  
(attached)

STATE OF ILLINOIS     )  
                                          ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, \_\_\_\_\_, Village/City Clerk of the Village/City of \_\_\_\_\_, in the County of \_\_\_\_\_ and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. 25-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES**

which Resolution was passed by a roll call vote of the Board of Trustees/Mayor and City Council of the Village/City of \_\_\_\_\_ at a Regular Village Board/City Council Meeting on the \_\_\_\_ day of \_\_\_\_\_, 2025, at which meeting a quorum was present, and approved by the President/Mayor of the Village/City of \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2025.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees/City Council of the Village/City of \_\_\_\_\_ was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees/City Council of the Village/City of \_\_\_\_\_, and that the result of said vote was as follows, to-wit:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village/City of \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
, Village/City Clerk

SEAL