AGENDA

BOARD OF TRUSTEES

Regular Meeting: December 1, 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. **Truth in Taxation Public Hearing Concerning the 2025 Village Property Tax Levy at 7:00 P.M.**

   A. Call to Order - President Rudolph

   B. Roll call - Clerk Tymick

   C. Acknowledgment of the Publication of the Public Notice in a local newspaper - Clerk Tymick

   D. Presentation of the 2025 Property Tax Levy by Village Manager Ellen Baer and Director of Finance John Mastandona

   i. General discussion of the 2025 Property Tax Levy

   ii. Ordinance of the Board of Trustees of the Village of Western Springs providing for the Levy, Assessment, and Collection of Taxes on Property within the Village of Western Springs for the Fiscal Year beginning January 1, 2025 and ending December 31, 2025, including the Tax Levy for the Thomas Ford Memorial Library (2025 Property Tax Levy)

   iii. Ordinances directing the Cook County Clerk's Office to reduce the 2025 Property Tax Levy in a certain manner according to the provisions of the Tax Cap

   iv. Tax Levy Abatement Ordinances for Outstanding Bonds

   E. Questions and Comments by Board Members

   F. Questions and Comments by the Public

   G. Presentation by Thomas Ford Memorial Library Director Ted Bodewes

   H. Final Questions and Comments by Board Members

I. Motion to place the following items on the December 15, 2025 Village Board Meeting Agenda for Final Action and Approval (Trustee Martin):

i. An Ordinance of the Board of Trustees of the Village of Western Springs, Cook County, Illinois providing for the levy, assessment and collection of taxes on property within the Village of Western Springs, Cook County, Illinois for the fiscal year beginning January 1, 2026 and ending December 31, 2026 (2025 property tax levy)

ii. An Ordinance directing the Cook County Clerk's Office to reduce the 2025 tax levy in a certain manner according to the provisions of the tax cap

iii. An Ordinance directing the Cook County Clerk's Office to reduce the 2025 tax levy in a certain manner according to the provisions of the tax cap – separate calculation for Village and Library levy

iv. An Ordinance abating the tax heretofore levied for the tax year 2025 to pay the principal of and interest on $3,000,000 General Obligation Bonds (alternate revenue source), Series 2015a of the Village of Western Springs, Cook County, Illinois

v. An Ordinance abating the tax heretofore levied for the tax year 2025 to pay the principal of and interest on $5,720,000 General Obligation Bonds (alternate revenue source), Series 2025 of the Village of Western Springs, Cook County, Illinois

J. Motion to Close Public Hearing (Trustee Martin)

6. Return to the Agenda for the December 1, 2025, Village Board Regular Meeting

7. Public Hearing Concerning the 2026 Operating Budget to Commence Immediately Following the Conclusion of the Tax Levy Public Hearing

A. Call To Order – President Rudolph

B. Roll Call – Village Clerk Tymick

C. Acknowledgment of the Publication of the Public Notice in a Local Newspaper – Village Clerk Tymick

D. Presentation on the proposed Fiscal Year 2026 Annual Budget by Village Manager Ellen Baer and Director of Finance John Mastandona

i. General discussion of Fiscal Year 2026 (January 1, 2026 through December 31, 2026) Village of Western Springs Annual Budget

ii. Ordinance approving the Village of Western Springs Fiscal Year 2026 Annual Budget (beginning January 1, 2026 and ending December 31, 2026)

E. Questions and Comments by Board Members

F. Questions and Comments by the Public

G. Final Questions and Comments by Board Members

H. Motion to place the following items on the December 15, 2025 Village Board Meeting Agenda for Final Action and Approval (Trustee Martin):

i. Ordinance approving the Village of Western Springs Fiscal Year 2026 Annual Budget (beginning January 1, 2026 and ending December 31, 2026)

I. Motion to Close Public Hearing (Trustee Martin)

8. Return to the Agenda for the December 1, 2025, Village Board Regular Meeting

9. Approval of Meeting Minutes

A. President and Board of Trustees November 17, 2025 meeting minutes as read.

10. General Government Committee Report (Trustee Chen)

A. (Discussion only) Amendment to Consulting Services with MGT Impact Solutions, LLC

11. Finance Committee Report (Trustee Martin)

12. Planning and Zoning Committee Report (Trustee Fink)

A. (Discussion only) Timber Trails Subdivision Supplemental Letter Agreement for Sale and Development of Eleven Finished Lots, Seller / Developer: Timber Trails Development Company, LLC, 1625 N Burling, LLC or Brian Taylor, Buyer / Developer: McNaughton Development, LLC

B. (Discussion only) 2026 Professional Services Agreement with V3 Companies for Construction Observation for the Timber Trails Subdivision

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

A. (Discussion only) Hillgrove Avenue Improvements - Resolution of Support for Surface Transportation Program (STP) Grant Application

B. (Discussion only) Woodland Avenue Reconstruction Project - Recommendation of Contract Award to G & M Cement Construction

C. (Discussion only) Professional Services Agreement with HR Green, Inc. for Construction Observation Services for the Woodland Avenue Reconstruction Project

14. Properties & Recreation Committee Report (Trustee Nawrocki)

A. (Discussion only) Approval of Contract with SW Cleaning Service for 2026 Janitorial Maintenance Services

B. (Discussion only) Renewal of Right of Way Use License and Fiber Optic Cable Agreement between the Village of Western Springs and MCImetro Access Transmission Services, LLC (MCImetro/Verizon)

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

16. Consideration of and Action on Agenda Items

17. Consideration of an Omnibus Vote - None.

18. New Business

19. Unfinished Business

A. [Previously discussed] PC-2025-03 – Amendment to Conditional Use Permit for New Multi-Use Softball Field and Signage at Spring Rock Park – 4400 Central Avenue

20. Reports

A. Monthly Financial Report (Trustee Martin)

B. Village President Rudolph

C. Village Manager Baer

D. Village Attorney Skrodzki

21. Closed Meeting (If needed)

22. 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.

ORDINANCE NO. 25-

VOTE:

AYES:

NAYS:

ABSTAIN:
ABSENT:
DATE: December 15, 2025.

OTHER: Published in pamphlet form.

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES ON PROPERTY WITHIN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026 (2025 PROPERTY TAX LEVY)

WHEREAS, the Village President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, have budgeted such sums of money as are deemed necessary to defray all necessary expenses and liabilities of the municipality, including the amounts to deposited in the reserves provided for in the Illinois Pension Code, as now and hereafter amended; and

WHEREAS, the Village President and Board of Trustees of the Village of Western Springs may levy taxes upon all property subject to taxation within the municipality, as that property is assessed and equalized for State and County purposes for the current fiscal year; and

WHEREAS, the Village President and Board of Trustees of the Village of Western Springs have deemed it necessary to levy such taxes to defray a portion of the municipality's expenses, as set forth below in this "2025 Annual Tax Levy Ordinance"; and

WHEREAS, this year's aggregate tax levy request does not exceed last year's final tax levy extension request by more than 105%, exclusive of election costs and the Bond Retirement tax levy; and

WHEREAS, the Village President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, have held a public hearing relative to this 2024 Annual Property Tax Levy Ordinance in accordance with applicable state laws, including the Truth in Taxation Law (35 ILCS 200/18-55 *et seq*.), as amended, and the Open Meetings Act (40 ILCS 5/120 *et seq*.), as amended.

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

SECTION 1. Incorporation. Each of the whereas paragraphs above are incorporated herein by reference and made a part of Section 1 of this 2025 Annual Tax Levy Ordinance.

SECTION 2. Tax Levy Determination and Approval and Direction to Cook County Clerk. The President and Board of Trustees of the Village of Western Springs have ascertained the total amount of appropriations legally budgeted for and any amount deemed necessary to defray additional expenses and liabilities for all Corporate Purposes which shall be provided for by a direct levy of taxes for the 2025 tax levy year upon all the real and taxable property of every name, nature and description within the corporate boundaries of the Village and now direct that the Cook County Clerk levy a tax for the 2025 tax levy year, upon all such real and taxable property subject to taxation within the Village as that property is assessed and equalized for State and County purposes for said tax levy year, for the purposes and the Funds set forth below:

Corporate	$2,071,987
Refuse Disposal	$143,346
Street & Bridge	$313,571
Fire Protection	$342,665
Police Protection	$344,350
Civil Defense	$3,273
Auditing	$44,520
Liability Insurance	$175,000
Street Lighting	$134,894
Crossing Guards	$31,433
Ambulance Service	$476,385
Forestry	$142,751
Capital Improvement	$225,000
Police Pension	$2,378,992
Fire Pension	$9,897
IMRF	$404,743
Recreation	$216,424
Recreation for Handicapped - SEASPAR*	$171,582
VILLAGE LEVY	**$7,630,813**
THOMAS FORD MEMORIAL LIBRARY TAX LEVY	
Library Operation	$1,600,090
Library Building & Sites	$179,400
IMRF	$69,500
TOTAL THOMAS FORD MEMORIAL LIBRARY LEVY	**$1,848,990**
COMBINED VILLAGE AND LIBRARY LEVY**	**$9,479,803**

*The above Recreation / Handicap Levy for SEASPAR is extended pursuant to 65 ILCS 5/11-95-14.

** There will also be separate tax levies related to the Village of Western Springs and the Thomas Ford Memorial Library extended by the Cook County Clerk to pay certain outstanding Bonds and Interest in the amount of $***2,402,920*** for the Village of Western Springs and in the amount of ***$242,300*** for the Thomas Ford Memorial Library, which are based on bond ordinances already on file with the Cook County Clerk.

SECTION 3. Certification and Filing Tax Levy Ordinance with Cook County Clerk. The Village Clerk is authorized and directed to certify this 2025 Annual Tax Levy Ordinance and levy herein made, to the County Clerk of Cook County, Illinois, and said County Clerk is authorized and directed those taxes are collected in manner and form provided by applicable state law, and this shall be his/her sufficient authority so to do. In addition, upon approval of this Ordinance by the President and Board of Trustees of the Village, the Village's Director of Finance, or his/her designee, is authorized and directed to file a certified copy of this 2025 Annual Property Tax Levy Ordinance with the County Clerk of Cook County, Illinois, as provided by applicable state law.

SECTION 4. Compliance with Truth in Taxation Law. The Village of Western Springs has complied with all legal requirements of Public Act 82-102, known as the "Truth in Taxation Act," as amended, in regard to the publication of notice, and consideration and approval of this 2025 Annual Tax Levy Ordinance. Attached hereto and made a part hereof is an executed Certificate of the Village President/Presiding Officer confirming that this 2025 Annual Tax Levy Ordinance has been presented, considered and adopted in full compliance with the Truth in Taxation Law (35 ILCS 200/18-55 *et seq.*), as amended.

SECTION 5. Effective Date. This 2025 Annual Tax Levy Ordinance shall be in full force and effect immediately on and after its passage and approval in accordance with applicable state law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 15th day of December, 2025 and approved by me as President on the same day.

_____
Heidi Rudolph, Village President

ATTEST:

_____
Edward Tymick, Village Clerk

Published in pamphlet form by me on December __, 2025.

_____
Edward Tymick, Village Clerk

Village of Western Springs
2025 PROPERTY TAX LEVY SUMMARY
FY 2026 Budget

TAXING AUTHORITY	TOTAL LEVY
VILLAGE OF WESTERN SPRINGS	
Corporate	$2,071,987
Refuse Disposal	$143,346
Street & Bridge	$313,571
Fire Protection	$342,665
Police Protection	$344,350
Civil Defense	$3,273
Auditing	$44,520
Liability Insurance	$175,000
Street Lighting	$134,894
Crossing Guards	$31,433
Ambulance Service	$476,385
Forestry	$142,751
Subtotal Corporate Fund Levy	4,224,175
Capital Improvement	225,000
Police Pension	2,378,992
Fire Pension	9,897
Debt Service	2,402,920
IMRF	404,743
Recreation	216,424
Recreation for Handicapped - SEASPAR	171,582
Subtotal Other Property Tax Supported Funds	5,809,558
TOTAL VILLAGE PROPERTY TAX LEVY	$10,033,733
THOMAS FORD MEMORIAL LIBRARY TAX	
Library Operation	1,600,090
Library Building & Sites	179,400
IMRF	69,500
Debt Service	242,340
THOMAS FORD MEMORIAL LIBRARY LEVY	$2,091,330
COMBINED VILLAGE AND LIBRARY LEVY	$12,125,063

CERTIFICATION OF COMPLIANCE WITH
THE TRUTH IN TAXATION LAW

I, Heidi Rudolph, the duly qualified and Presiding Officer of the Village of Western Springs, Cook County, Illinois, certify that the 2025 Tax Levy of said Village, attached hereto, was adopted in full compliance with the provisions of the Truth in Taxation Law, 35 ILCS 200/18-55 *et seq.,* as amended.

IN WITNESS WHEREOF, I have placed my official signature this 15th day of December, 2025.

_____
Heidi Rudolph, Village President and
Presiding Officer of the Village of Western Springs

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-????

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF TAXES ON PROPERTY WITHIN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026 (2025 PROPERTY TAX LEVY)

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 15th day of December, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 15th day of December, 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 15th day of December, 2025

_____
Edward Tymick Village Clerk

[SEAL]

ORDINANCE NO. 25-????

VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

DATE: December 15, 2025.

OTHER: Published in pamphlet form.

AN ORDINANCE DIRECTING THE COOK COUNTY CLERK'S OFFICE TO REDUCE THE 2025 TAX LEVY IN A CERTAIN MANNER ACCORDING TO THE PROVISIONS OF THE TAX CAP

WHEREAS, Section 18-195 of the Property Tax Extension Limitation Law (35 ILCS 200/18-195) (the "Law") limits the percentage by which the Village of Western Springs ("Village") may increase the aggregate extension of its property tax levy by imposing a limiting rate; and

WHEREAS, Section 18-195 of the Law also allows the corporate authorities of a village to request that the County Clerk calculate separate limiting rates for its library fund and for the aggregate of the other funds in order to reduce the funds as may be required by the Law; and

WHEREAS, Section 18-195 of the Law also provides that, if the County Clerk must reduce the aggregate extension of the Village of Western Springs in order for the Village's levy to comply with the Law, then the County Clerk shall reduce the extension not lower than the following amounts:

Corporate	$2,071,987
Refuse Disposal	$143,346
Street & Bridge	$313,571
Fire Protection	$342,665
Police Protection	$344,350
Civil Defense	$3,273
Auditing	$44,520
Liability Insurance	$175,000
Street Lighting	$134,894
Crossing Guards	$31,433
Ambulance Service	$476,385
Forestry	$142,751
Capital Improvement	$225,000
Police Pension	$2,378,992
Fire Pension	$9,897
IMRF	$404,743
Recreation	$216,424
Recreation for Handicapped - SEASPAR*	$171,582
VILLAGE LEVY	**$7,630,813**

WHEREAS, if an additional reduction is necessary, the reduction should be applied to the corporate levy of the Village of Western Springs.

WHEREAS, contemporaneously with the adoption of this Ordinance, the Village President and Board of Trustees of the Village have adopted an Ordinance providing for the 2025 Tax Levy of the Village of Western Springs.

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

SECTION 1. Incorporation. The President and Board of Trustees of the Village find that all of the recitals contained in the preamble to this Ordinance are true and correct and incorporate them into Section 1 of this Ordinance by reference.

SECTION 2. Filing Ordinance with Cook County Clerk. Upon approval by the President and Board of Trustees of the Village, the Village Clerk shall promptly arrange for the filing of a certified copy of this Ordinance with the Tax Extension Division of the County Clerk of Cook County, Illinois.

SECTION 3. Effective Date. This Ordinance shall be in full force and effect after its adoption and publication as provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 15th day of December, 2025 and approved by me as President on the same day.

_____
Heidi Rudolph
Village President

ATTEST:

_____
Edward Tymick
Village Clerk

Published by me in pamphlet form this ___day of December, 2025.

_____
Edward Tymick, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-????

AN ORDINANCE DIRECTING THE COOK COUNTY CLERK'S OFFICE TO REDUCE THE 2025 TAX LEVY IN A CERTAIN MANNER ACCORDING TO THE PROVISIONS OF THE TAX CAP

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 15th day of December, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 15th day of December, 2025.

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

AYES:_____
NAYS:_____
ABSENT:_____

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

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

_____
Edward Tymick, Village Clerk

[SEAL]

ORDINANCE NO. 25-????

VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

DATE: December 15, 2025

OTHER: Published in pamphlet form.

AN ORDINANCE DIRECTING THE COOK COUNTY CLERK'S OFFICE TO REDUCE THE 2025 TAX LEVY IN A CERTAIN MANNER ACCORDING TO THE PROVISIONS OF THE TAX CAP – SEPARATE CALCULATION FOR VILLAGE AND LIBRARY LEVY

WHEREAS, Section 18-195 of the Property Tax Extension Limitation Law (35 ILCS 200/18-195) (the "Law") limits the percentage by which the Village of Western Springs ("Village") may increase the aggregate extension of its property tax levy by imposing a limiting rate; and

WHEREAS, Section 18-195 of the Law also allows the corporate authorities of a village to request that the County Clerk calculate separate limiting rates for its library fund and for the aggregate of the other funds in order to reduce the funds as may be required by the Law; and

WHEREAS, contemporaneously with the adoption of this Ordinance, the Village President and Board of Trustees of the Village of Western Springs have adopted an Ordinance providing for the 2025 Tax Levy of the Village of Western Springs.

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

Commented [MTJ1]: Bold and all caps

SECTION 1. Incorporation. The President and Board of Trustees of the Village of Western Springs find that all of the recitals contained in the preamble to this Ordinance are true and correct and incorporate them into Section 1 of this Ordinance by reference.

SECTION 2. Village Direction to Cook County Clerk Regarding Calculation of Limiting Rates and Possible Reductions to Village and Library Fund Tax Levies. The President and Board of Trustees of the Village of Western Springs find and declare it to be in the best interest of the Village and its residents to request that the Cook County Clerk calculate the limiting rate of the Village of Western Springs Library Fund and other Village funds for 2025 taxes separately. Should the Library Fund levy produce a rate exceeding its limiting rate, reductions should be made only to the Library Fund levy in the amount necessary to permit the aggregate extension of the Library Fund to meet its limiting rate. Should the levy for the Village's other funds produce a rate exceeding the limiting rate calculated for those funds, reductions should be made only in the Village's Corporate Fund to permit the aggregate extension to meet the limiting rate.

SECTION 3. Filing Ordinance with Cook County Clerk. Upon approval by the President and Board of Trustees of the Village, the Village Clerk shall promptly arrange for the filing of a certified copy of this Ordinance with the Tax Extension Division of the County Clerk of Cook County, Illinois.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect immediately on and after its passage and adoption and publication as provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 15th day of December, 2025, and approved by me as President on the same day.

_____
Heidi Rudolph
Village President

ATTEST:

_____
Edward Tymick
Village Clerk

Published by me in pamphlet form this ___day of December, 2025.

_____
Edward Tymick, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-????

AN ORDINANCE DIRECTING THE COOK COUNTY CLERK'S OFFICE TO REDUCE THE 2025 TAX LEVY IN A CERTAIN MANNER ACCORDING TO THE PROVISIONS OF THE TAX CAP – SEPARATE CALCULATION FOR VILLAGE AND LIBRARY LEVY

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 15th day of December, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 15th day of December, 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 15th day of December, 2025.

_____
Edward Tymick, Village Clerk

[SEAL]

#504464v1

ORDINANCE NO. 25-????

VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

DATE: December 15, 2025

OTHER: Published in pamphlet form.

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX YEAR 2025 TO PAY THE PRINCIPAL OF AND INTEREST ON $3,000,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015A OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS

WHEREAS the Village President and Board of Trustees (the *"Corporate Authorities")* of the Village of Western Springs, Cook County, Illinois (the *"Village")*, by Ordinance Number 15-2797, adopted on the April 13, 2015 (the *"Ordinance")*, did provide for the issue of $3,000,000 General Obligation Bonds (Utility Taxes Alternate Revenue Source), Series 2015A (the *"Bonds"),* and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village will have the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 1, 2025 and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for tax year 2025 to pay the principal of and interest on the Bonds be abated.

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

SECTION 1. Abatement of Tax. The tax heretofore levied for tax year 2025 in the Ordinance is abated in its entirety.

SECTION 2. Filing of Ordinance. Upon the adoption of this Ordinance by the President and Board of Trustees of the Village, the Village Clerk shall arrange for the filing of a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the tax year 2025 in accordance with the provisions hereof.

SECTION 3. Effective Date. This Ordinance shall be in full force and effect immediately on and after its passage and approval by the Corporate Authorities and publication as provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 15th day of December, 2025 and approved by me as President on the same day.

_____
Heidi Rudolph
Village President

ATTEST:

_____
Edward Tymick
Village Clerk

Published by me in pamphlet form this 15th day of December, 2025.

_____
Edward Tymick, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-????

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX YEAR 2024 TO PAY THE PRINCIPAL OF AND INTEREST ON $3,000,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015A OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the 15th day of December, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 15th day of December, 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 15th day of December, 2025.

_____
Edward Tymick, Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting County Clerk of the County of Cook, Illinois, and as such official I do further certify that on the 15th day of December, 2025, there was filed in my office a duly certified copy of Ordinance No. 25-???? entitled:

> ORDINANCE abating the tax heretofore levied for the tax year 2024 to pay the principal of and interest on $3,000,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015A, of the Village of Western Springs, Cook County, Illinois

(the *"Ordinance")* duly adopted by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois (the *"Village")* on the 15th day of December, 2025, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the tax year 2025 for the payment of the Village's $3,000,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015A, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this 15th day of December 2025.

_____

County Clerk

[Seal]

ORDINANCE NO. 25-

VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

DATE: December 15, 2025

OTHER: Published in pamphlet form.

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX YEAR 2025 TO PAY THE PRINCIPAL OF AND INTEREST ON $5,720,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2025 OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS

WHEREAS the Village President and Board of Trustees (the *"Corporate Authorities")* of the Village of Western Springs, Cook County, Illinois (the *"Village")*, by Ordinance Number 25-3258, adopted on the April 14, 2025 (the *"Ordinance")*, did provide for the issue of $6,000,000 General Obligation Bonds (Stormwater Utility Fee Alternate Revenue Source), Series 2025 (the *"Bonds"),* and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Village will have the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 1, 2025 and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for tax year 2025 to pay the principal of and interest on the Bonds be abated.

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

SECTION 1. Abatement of Tax. The tax heretofore levied for tax year 2025 in the Ordinance is abated in its entirety.

SECTION 2. Filing of Ordinance. Upon the adoption of this Ordinance by the President and Board of Trustees of the Village, the Village Clerk shall arrange for the filing of a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the tax year 2025 in accordance with the provisions hereof.

SECTION 3. Effective Date. This Ordinance shall be in full force and effect immediately on and after its passage and approval by the Corporate Authorities and publication as provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 15th day of December, 2025 and approved by me as President on the same day.

_____
Heidi Rudolph
Village President

ATTEST:

_____
Edward Tymick
Village Clerk

Published by me in pamphlet form this 15th day of December, 2025.

_____
Edward Tymick, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-___

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX YEAR 2025 TO PAY THE PRINCIPAL OF AND INTEREST ON $5,720,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2025 OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the 15th day of December, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 15th day of December, 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 15th day of December, 2025.

_____
Edward Tymick, Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting County Clerk of the County of Cook, Illinois, and as such official I do further certify that on the 15th day of December, 2025, there was filed in my office a duly certified copy of Ordinance No. 25-____ entitled:

> ORDINANCE abating the tax heretofore levied for the tax year 2025 to pay the principal of and interest on $5,720,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2025, of the Village of Western Springs, Cook County, Illinois

(the *"Ordinance")* duly adopted by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois (the *"Village")* on the 15th day of December, 2025, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the tax year 2025 for the payment of the Village's $5,720,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2025, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this 15th day of December 2025.

_____

County Clerk

[Seal]

ORDINANCE NO. 25-

VOTE:
AYES:
NAYS:
ABSENT:_____
ABSTAIN: _____
DATE: December 15, 2025.
OTHER: Published in pamphlet form.

AN ORDINANCE APPROVING THE VILLAGE OF WESTERN SPRINGS FISCAL YEAR 2026 ANNUAL BUDGET (BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026)

WHEREAS, Title 1 (Administration), Chapter 9 (Administrative Code), Article A (General Provisions), Section 1-9A-3 (Village Manager) of the Western Springs Municipal Code requires that the Village Manager / Budget Officer annually prepare and present a three (3) year corporate plan and a tentative Annual Budget for the ensuing fiscal year, for consideration and approval by the President and Board of Trustees of the Village of Western Springs (the "Corporate Authorities"); and

WHEREAS, the Illinois Budget Officer Statute (65 ILCS 5/8-2-9.1 et *seq*.) requires that the Corporate Authorities of the Village of Western Springs allow for public inspection of the tentative annual budget, conduct a public hearing on the tentative annual budget and then approve of a final annual budget. In accordance with applicable state law, a copy of the tentative Fiscal Year 2026 Annual Budget has been available for public inspection in the Village Clerk's Office since at least ***November 20, 2025***; and

WHEREAS, draft versions of the tentative Fiscal Year 2026 Annual Budget were presented at multiple public meetings conducted by the Village's Finance Committee and at multiple public meetings of the Corporate Authorities of the Village during the fall of 2025. In addition, the tentative Fiscal Year 2026 Annual Budget was presented to and considered by the Corporate Authorities and by the public who were in attendance at a duly noticed public hearing held on ***December 1, 2025,*** in accordance with applicable state law. Thus, the Corporate Authorities of the Village of Western Springs have held multiple public meetings and a public hearing to discuss the tentative Fiscal Year 2026 Annual Budget, and have informed the public of the opportunity to participate in said meetings and the public hearing and further provided opportunities for public input on the tentative Fiscal Year 2026 Annual Budget; and

WHEREAS, all of the due process provisions and requirements of the Western Springs Municipal Code and applicable state law relative to the consideration and approval of the final Fiscal Year 2026 Annual Budget have been satisfied and complied with as a result of the aforementioned actions of the Village officers and officials and the Corporate Authorities of the Village find that the approval of the Fiscal Year 2026 Annual Budget is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public.

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

SECTION 1. Incorporation. Each of the whereas paragraphs above are incorporated into Section 1 of this Ordinance as material terms hereof.

SECTION 2. Approval and Execution of Fiscal Year 2026 Annual Budget. The Corporate

Authorities of the Village of Western Springs approve and adopt the Fiscal Year 2026 Annual Budget, which also includes an Estimate of Revenue by Source to be executed by the Village's Budget Officer. A copy of the Fiscal Year 2026 Annual Budget, which also includes an Estimate of Revenue by Source, is attached hereto as **Exhibit "A"** and made a part hereof. The Fiscal Year 2026 Annual Budget proposes revenue in the amount of ***$40,007,981.00*** and expenditures in the amount of ***$47,904,069.00***. Upon approval of this Ordinance, the Village President, the Village Clerk, and the Village Budget Officer, or their designees, shall execute the Fiscal Year 2026 Annual Budget.

SECTION 3. Public Inspection of Approved Documents and Filing with the Office of the Cook County Clerk. Upon approval of this Ordinance, the Village Clerk, or their designee, shall arrange to have certified copies of this Ordinance and the Fiscal Year 2026 Annual Budget placed on file in the Office of the Village Clerk for public inspection, and shall further arrange for the filing of certified copies of the Fiscal Year 2026 Annual Budget and this Ordinance with the Cook County Clerk's Office within thirty (30) calendar days of the approval date of this Ordinance or as otherwise required by applicable state law.

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 15th day of December, 2025 and approved by me as President on the same day.

_____
Heidi Rudolph, Village President

ATTEST:

_____
Ed Tymick, Village Clerk

Published by me in pamphlet form this 15th day of December, 2025.

_____
Edward Tymick, Village Clerk

Exhibit "A"

FISCAL YEAR 2026 ANNUAL BUDGET
(BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026)

(attached)

CERTIFICATE REGARDING THE ESTIMATE OF REVENUE BY SOURCE
SIGNED BY THE CHIEF FISCAL OFFICER OF THE VILLAGE OF WESTERN SPRINGS
FOR THE FISCAL YEAR 2026 ANNUAL BUDGET

I, Ellen Baer, Village Manager and Budget Officer of the Village of Western Springs, Cook County, Illinois, certify that the attached Estimate of Revenue by Source for the Fiscal Year 2026 Annual Budget is true and correct and has been prepared in accordance with 65 ILCS 5/8-2-9.3, as amended, and as adopted by Ordinance by the Corporate Authorities of the Village of Western Springs.

_____
Ellen Baer Village Manager / Budget Officer

Date: December 15, 2025

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-????

AN ORDINANCE APPROVING THE VILLAGE OF WESTERN SPRINGS
FISCAL YEAR 2026 ANNUAL BUDGET
(BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026)

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 15th day of December, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 15th day of December, 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 15th day of December, 2025.

_____
Edward Tymick, Village Clerk

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, November 17, 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
John Mastandona, Director of Finance
Heather Valone, Director of Community Development
Jeff Koza, Director of Engineering
Sean Gilhooley, Director of Law Enforcement
Brian Scott, Director of Fire and EMS
Jill Izzo, Deputy Village Clerk

Electronic Attendance:
None.

PLEDGE OF ALLEGIANCE

President Rudolph led the audience in the Pledge of Allegiance.

DRAFT

ROLL CALL

Roll call as noted above.

PUBLIC COMMENT

None.

APPROVAL OF MEETING MINUTES

The November 17, 2025 President and Board of Trustees meeting minutes were approved as read.

GENERAL GOVERNMENT COMMITTEE REPORT

Trustee Chen reported that the 2026 meeting schedule of the President and Board of Trustees is on tonight's omnibus for approval.

FINANCE COMMITTEE REPORT

Trustee Martin reported that the previously discussed budget amendment for the purchase of water treatment chemicals and the resolution determining the estimated real property tax levy are on tonight's omnibus for approval.

PLANNING AND ZONING COMMITTEE REPORT

No report.

PUBLIC WORKS & WATER COMMITTEE REPORT

Trustee Lewis reported that the previously discussed Change Order #1 for Hawkins Chemicals, contract with National Powering Rodding Corp., and V3 Companies proposal were on tonight's omnibus for approval.

PROPERTIES & RECREATION COMMITTEE REPORT

DRAFT

Trustee Nawrocki reported that the previously discussed declaration of surplus property and the rescinding of the contract with Applied Controls are on tonight's omnibus for approval.

PUBLIC HEALTH & SAFETY COMMITTEE REPORT

Trustee Avakian reported that the previously discussed purchase of a Stryker MTS Power Load System and the Intergovernmental Agreement with the Village of La Grange Park for participation in the Western Springs Fire Academy are on tonight's omnibus for approval.

CONSIDERATION OF AN OMNIBUS VOTE
Trustee Chen moved that the ordinances, resolutions and motions as contained on the meeting agenda for November 17, 2025, be adopted and/or approved under an omnibus vote. Trustee Chen read the omnibus in its entirety and motioned it be approved.
Trustee Martin seconded the motion. The motion passed on a roll call vote.

Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Martin, Nawrocki, and President Rudolph
Voting Nay: None
Absent: None.

NEW BUSINESS

OLD BUSINESS

REPORTS

Monthly Financial Report (Trustee Martin)
Director Mastandona gave a summary of the September and October Financial Report.
Trustee Martin made a motion to approve the financial reports as presented, seconded by Trustee Lewis. Th motion passed on a roll call vote.

Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Martin, Nawrocki, and President Rudolph
Voting Nay: None
Absent: None.

Village President Rudolph
No report.

DRAFT

Village Manager Baer

Manager Baer reported that the Village leaf pick-up is ongoing and ends on November 30 2025. Manager Baer also reported that holiday light recycling drop-off will end on January 31, 2025 and lights can be brought to Village Hall, Village True Value and the Thomas Ford Memorial Library.

Village Attorney Skrodzki

No report.

ADJOURNMENT

Trustee Lewis made a motion to adjourn, seconded by Trustee Nawrocki Motion passed on a unanimous voice vote. Meeting adjourned at 7:14 p.m.

Submitted by:

Jill Izzo
Deputy Village Clerk

DRAFT

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 1, 2025

AGENDA ITEM 10.A.

To: Board of Trustees
From: Casey Biernacki, Deputy Village Manager
CC: Ellen Baer, Village Manager
RE: (Discussion only) Amendment to Consulting Services with MGT Impact Solutions, LLC

Recommendation

Consider a recommendation to approve an amendment to the employee leasing agreement between the Village of Western Springs and MGT Impact Solutions, LLC to renew the full services of a part-time Interim Director of Recreation and a part-time Human Resources Projects Manager for 2026.

Summary

The Village of Western Springs entered into an agreement with MGT Impact Solutions, LLC for a part-time Interim Director of Recreation (Nancy Flores) and a part-time Human Resources Project Manager (Stephana Pryzbylski) in 2025. Every year, MGT provides the Village with updated terms and pay rates for each individual servicing Western Springs. Attached is the master employment agreement and two (2) exhibits for consideration for 2026. There are no changes to the Human Resources Project Manager annual rate. There is a minor increase from $98.60/hr to $101.50/hr for the Interim Director of Recreation.

Financial Impact

The proposed FY2026 budget includes funds to cover the terms and pay rates for the updated exhibits.

Recommended Motion

I move to approve an amendment to the employee leasing agreement between the Village of Western Springs and MGT Impact Solutions, LLC to renew the full services of a part-time Interim Director of Recreation and a part-time Human Resources Projects Manager for 2026.

Strategic Plan Alignment

Financial Sustainability

File Attachments

1. Master Employee Leasing Agreement with MGT Impact Solutions
2. MGT-WesternSprings-Exhibit A -StephanaP(1-2026)

3. MGT-Western Springs-Exhibit B - Flores (1-2026)

RESOLUTION NO. 25-2869

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN EMPLOYEE LEASING AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND MGT IMPACT SOLUTIONS, LLC TO RETAIN THE SERVICES OF A PART-TIME HR PROJECT MANAGER

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village Board" or "Village") and MGT Impact Solutions, LLC (the "Consultant") desire to enter into the attached agreement titled "EMPLOYEE LEASING AGREEMENT" between the Village of Western Springs and Mgt Impact Solutions, LLC to retain the Services of a part-time HR Project Manager (the "Agreement") to retain the services of an HR Project Manager to work for the Village on a part-time basis. This HR Project Manager position is currently filled by Stephana Przybylski (the "Assigned Employee"), who is an employee of the Consultant and who has worked in this capacity for the Village as an employee of the Consultant in prior years. A copy of the Agreement is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, the Agreement provides for a term of temporary employment from January 6, 2025 to January 2, 2026 (the "Term"), and contemplates that the Assigned Employee will perform on average approximately ten (10) hours of work per week for the Village. The "Base Compensation", as defined in the Agreement, that is payable to the Consultant for each hour worked by the Assigned Employee under the Agreement, is $105.85 per hour. The Base Compensation is paid by the Village to the Consultant only for those hours worked by the Assigned Employee as set forth in **Exhibit "A"** of the Agreement; and

WHEREAS, the Consultant desires to enter into the attached Agreement for the purpose of providing the services customarily associated with the position of an HR Project Manager in accordance with the terms, provisions and conditions set forth in the attached Agreement; and

WHEREAS, at an open public meeting held on January 9, 2025, the Village's General Government Committee ("Committee") reviewed and discussed the Agreement, and received input and a recommendation from the Village staff to enter into the Agreement, and provided an opportunity for public input on the matter. At its January 9, 2025 meeting, the Committee recommended that the Village Board follow the Village staff's recommendation to approve and enter into the Agreement; and

WHEREAS, at open public meetings held on January 13, 2025 and January 27, 2025, the President and Board of Trustees of the Village reviewed and discussed the Agreement and received input from the Committee and Village staff and provided an opportunity for public input on the matter. At its January 27, 2025 Regular Meeting, the President and Board of Trustees of the Village accepted the recommendations of the Committee and Village staff to approve and enter into the attached Agreement; and

WHEREAS, pursuant to their constitutional and statutory authority and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including 65 ILCS 5/8-1-7(b), the President and Board of Trustees of the Village find that it is protective of the health, welfare and safety of and in the best interests of the Village and its residents, local businesses, property owners and the public to approve and enter into the attached Agreement.

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

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

SECTION 2: Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village approve the attached Agreement, substantially in the form attached hereto as **Exhibit "1"**, 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 the Agreement. 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 that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village's financial obligations under the Agreement, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the attached Agreement.

SECTION 4: Delivery of Certified Copy of Resolution, Executed Agreement and Other Signed Documents. After approval of this Resolution, the President and Board of Trustees of the Village direct the Village Clerk's Office to forward a certified copy of this Resolution and a fully executed copy of the Agreement to the Consultant for record retention purposes.

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

ADOPTED this 27th day of January 2025, pursuant to a roll call vote as follows:

AYES: Avakian, Chen, Rudolph, Fink, Navracki, Tyrrell

NAYS: _____

ABSENT: _____

APPROVED this 27th day of January 2025, by the President and Board of Trustees and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "1"

EMPLOYEE LEASING AGREEMENT BETWEEN
THE VILLAGE OF WESTERN SPRINGS AND MGT IMPACT SOLUTIONS, LLC
TO RETAIN THE SERVICES OF A PART-TIME HR PROJECT MANAGER

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-2869

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN EMPLOYEE LEASING AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND MGT IMPACT SOLUTIONS, LLC TO RETAIN THE SERVICES OF A PART-TIME HR PROJECT MANAGER

which Resolution 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 27th day of January, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 27th day of January, 2025.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Western Springs was taken by 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: Arahtan, Chen, Rudolph, Nawrocki, Lewis, Tyrrell

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 of Western Springs, this 27th day of January, 2025.

Edward Tymick

Edward Tymick, Village Clerk

[SEAL]

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT"), and the **Village of Western Springs** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1
SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit **A**, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit **A** signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2
SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with applicable federal and state law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record-keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense

incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B.** MGT may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement.

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment.

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements.

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement.

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining Agreement.

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting.

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3
FEES PAYABLE TO MGT

Section 3.01. The Client will pay MGT fees for the services provided under this Agreement as fully identified in Exhibit A, as amended.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4
INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of $1,000,000 per occurrence, $3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s) and agrees to respond to or defend against any such losses. The Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5
DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. At the end of the Term, the Client may, upon payment of the Temp-to-hire fee, hire the Assigned Employee as a permanent or temporary employee of the Client. Clients acknowledges the substantial investment of time and resources by MGT under this Agreement to place its leased employee with Client. If after the end of the Term, Client is interested in hiring the Assigned Employee as either a permanent or temporary employee, MGT will determine a reasonable Temp to Hire fee based on the totality of the circumstances.

SECTION 6
NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the

Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7
DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this

Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8
MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

SECTION 9
DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County. Venue and jurisdiction for any action under this Agreement is Cook County. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10
NOTICES

SECTION 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC
790 Frontage Road Suite 213
Northfield, Illinois 60093
Attn: Michael J. Earl
224-261-8366 - mearl@mgt.us

If to Client:

VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue
Western Springs, Illinois 60588
Attn: Ellen Baer
708-927-7211 - ebaer@wsprings.com

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

MGT IMPACT SOLUTIONS, LLC

By _____
Name: A. Trey Traviesa
Title: CEO – MGT Impact Solutions, LLC

EFFECTVE DATE: January 6, 2025

CLIENT

By Heidi Rudolph
Name: Heidi Rudolph
Title: Village President

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Stephana Przybylski

POSITION/ASSIGNMENT: HR Project Manager

TERM OF POSITION: January 6, 2025 – January 2, 2026

BASE COMPENSATION: $105.85/hour. Employee is paid only for hours worked. Work hours per week will vary but are anticipated to average no more than 10 hours/week. Work hours performed for the week should be reported to MGT on the Monday following the prior work week.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC	**CLIENT:**
By:	By:
Date: 2/13/2025	Date: 1-31-2025

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT A
Assigned Employee and Base Compensation

As of January 3, 2026 ("Effective Date"), ***MGT Impact Solutions, LLC*** *("MGT") and the* ***Village of Western Springs*** *("Client") execute this Exhibit A pursuant to the Employee Leasing Agreement between the Parties dated January 6, 2025 ("Agreement").*

ASSIGNED EMPLOYEE: Stephana Przybylski

POSITION/ASSIGNMENT: HR Project Manager

TERM OF POSITION: January 3, 2026 – January 1, 2027

BASE COMPENSATION: $105.85/hour. Employee is paid only for hours worked. Work hours per week will vary but are anticipated to average less than 10 hours/week.

OTHER-PAID TIME OFF: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employee will coordinate any leave requests with the client. Time off for paid leave paid leave shall be administered in accordance with state law.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC	VILLAGE OF WESTERN SPRINGS
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date:_____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Assigned Employee and Base Compensation

As of January 3, 2026 ("Effective Date"), ***MGT Impact Solutions, LLC*** *("MGT") and the* ***Village of Western Springs*** *("Client") execute this Exhibit A pursuant to the Employee Leasing Agreement between the Parties dated January 6, 2025 ("Agreement").*

ASSIGNED EMPLOYEE: Nancy Flores

POSITION/ASSIGNMENT: Temporary Parks and Recreation Manager

TERM OF POSITION: January 3, 2026 – January 1, 2027

BASE COMPENSATION: $101.50/hour. Employee is paid only for hours worked. Work hours per week will vary but are anticipated to average about twenty (20) /week.

OTHER-PAID TIME OFF: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employee will coordinate any leave requests with the client. Time off for paid leave paid leave shall be administered in accordance with state law.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC	VILLAGE OF WESTERN SPRINGS
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date:_____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 1, 2025

AGENDA ITEM 12.A.

To: Board of Trustees
From: Heather Valone, AICP, Director of Community Development
CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney, Kelsey Fawell, Senior Planner
RE: (Discussion only) Timber Trails Subdivision Supplemental Letter Agreement for Sale and Development of Eleven Finished Lots, Seller / Developer: Timber Trails Development Company, LLC, 1625 N Burling, LLC or Brian Taylor, Buyer / Developer: McNaughton Development, LLC

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on November 18, 2025, and recommended approval and execution of the Supplemental Letter Agreement with McNaughton Development LLC.

Summary

On March 21, 2005, the Village Board entered into an annexation agreement with the developer of the Timber Trails subdivision. Under the terms of the annexation agreement, the developer was permitted to sell undeveloped lots to other home builders, contingent upon the purchaser also being bound by the terms of the annexation agreement. Under Section 35 of the Timber Trails Subdivision annexation agreement, the Developer (i.e., Timber Trails Development Company, LLC, 1625 N Burling, LLC, and Brian Taylor—collectively referred to as "TTDC") may sell any of the platted residential lots within the Timber Trails Subdivision for the purpose of development in accordance with the Annexation Agreement. Upon each sale, the purchaser shall be bound by the obligations and entitled to the benefits of the Agreement.

On April 26, 2021, the Village Board approved Resolution No. 21-2611 approving an agreement for the sale of 20 lots to McNaughton Development, LLC. The lots that were sold in 2021 are identified as: Unit 1: Lots 56 and 57; and Unit 2: Lots 80, 81, 82, 83, 84, 85, 106, and 123 through 133. The agreement also outlined the required special assessment provisions, approved architecture for the lots, and fees.

On August 14, 2023, the Village Board of Trustees approved Resolution No. 23-2745 approving a second agreement for the sale of seven additional lots to McNaughton Development, LLC, which included the same provisions as the original agreement. The lots are identified as: Unit 1: Lots 54, 59, and 79; and Unit 2: Lots 101, 102, 107, and 108.

On October 28, 2024, the Village Board of Trustees approved Resolution No. 24-2846 approving a third agreement for the sale of an additional lot (Lot 78) to McNaughton Development, LLC,

including the same provisions as the original agreement.

On June 16, 2025, the Village Board of Trustees approved Resolution No. 25-2920 approving a fourth agreement for the sale of 11 additional lots to McNaughton Development, LLC, also including the same provisions as the original agreement. The lots are identified as: Unit 2: Lots 103, 135, 136, 137, 138, 139, 140, 141, 142, 143, and 215.

On November 3, 2025, the Village received a request from McNaughton Development for the sale of an additional 11 lots (Lots 104, 147, 148, 149, 150, 151, 152, 153, 154, 211, and 214) located in Unit 2 (Attachment 1). On the same day, the Village received the corresponding letter from TTDC related to the requested sale (Attachment 2). The Planning and Zoning Committee reviewed the items and the draft resolution at their meeting on November 18, 2025, and recommended approval. Attachment 3 contains the draft resolution.

Attachments

---

1. Letter from Paul McNaughton - RE: 1625 North Burling LLC to McNaughton Development 11 Lots in Timber Trails dated 11/3/2025

2. Letter from Brian Taylor - RE:1625 North Burling LLC to McNaughton Development 11 Lots in Timber Trails dated 11/3/2025

3. Draft Resolution - A Resolution Authorizing The Approval And Execution Of A Supplemental Letter Agreement With Exhibit “A” (Supplemental Lot List And Special Assessment No. 05-01 Release Of Lien Amounts), Exhibit “B” (McNaughton Architectural Design Plans For Timber Trails Residential Home Products) And Exhibit “C” (Timber Trails Plan Review Permit Fees And Closing Fees) Regarding The Sale And Development Of Eleven Lots Within Unit 2 Of The Timber Trails Subdivision (Lots: 104, 147, 149, 150, 151, 152, 153, 154, 211, 212, and 214); (Seller: 1625 North Burling, LLC and Buyer/Developer: McNaughton Development, LLC).

Financial Impact

None.

Recommended Motion

I move to approve the execution of the Supplemental Letter Agreement regarding the sale and development of eleven lots within Unit 2 of the Timber Trails Subdivision.

Strategic Plan Alignment

Community Planning and Economic Development.

File Attachments

1. Letter from Paul McNaughton
2. Letter from Brian Taylor
3. Draft Resolution

McNaughton DEVELOPMENT, LLC
YOUR LUXURY HOME BUILDER & DEVELOPER
40 YEARS OF EXCELLENCE 1983-2023

November 3, 2025

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

RE: 1625 North Burling LLC to McNaughton Development
11 Lots in Timber Trails

Dear Ms. Valone:

In accordance with Section 35 of the Timber Trails Annexation Agreement, McNaughton (Purchaser) is hereby providing notice to the Village that it has contracted with 1625 North Burling LLC (Seller) for the purchase and sale of 11 lots in Timber Trails, described below:

Lot 104, 18-18-410-036, 1111 Pin Oak Dr.
Lot 147, 18-18-414-013, 6112 Burr Oak Dr.
Lot 149, 18-18-414-015, 6116 Burr Oak Dr.
Lot 150, 18-18-414-016, 1122 Hickory Dr.
Lot 151, 18-18-414-017, 1124 Hickory Dr.
Lot 152, 18-18-414-018, 1126 Hickory Dr.
Lot 153, 18-18-414-019, 1128 Hickory Dr.
Lot 154, 18-18-414-020, 1130 Hickory Dr.
Lot 211, 18-18-416-009, 1116 Hickory Dr.
Lot 212, 18-18-416-010, 1118 Hickory Dr.
Lot 214, 18-18-416-012, 6109 Burr Oak Dr.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Paul McNaughton

Waterfall Glen Executive Office Center – 11S220 Jackson Street, Burr Ridge, Il 60527
Phone: 630-325-3400 • **Fax:** 630-325-3402 • **Web:** McNaughtonDevelopment.com

Beautiful Homes and Communities in these Superior Locations:
Burr Ridge • Clarendon Hills • Downers Grove • Western Springs • La Grange Park • Joliet • Oak Brook • Lake Forest
Highland Park • Naperville • Palos Heights • Kildeer • Hinsdale • Orland Park • Powers Lake & Lauderdale Lakes, Wisconsin

November 3, 2025

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

RE: 1625 North Burling LLC & Timber Trails Development to McNaughton Development
11 Lots in Timber Trails

Dear Ms. Valone:

In accordance with Section 35 of the Timber Trails Annexation Agreement, 1625 North Burling LLC (Seller) is hereby providing notice to the Village that it has contracted with McNaughton Development, LLC (Seller) for the purchase and sale of 11 lots in Timber Trails, described below:

Lot 104, 18-18-410-036, 1111 Pin Oak Dr.
Lot 147, 18-18-414-013, 6112 Burr Oak Dr.
Lot 149, 18-18-414-015, 6116 Burr Oak Dr.
Lot 150, 18-18-414-016, 1122 Hickory Dr.
Lot 151, 18-18-414-017, 1124 Hickory Dr.
Lot 152, 18-18-414-018, 1126 Hickory Dr.
Lot 153, 18-18-414-019, 1128 Hickory Dr.
Lot 154, 18-18-414-020, 1130 Hickory Dr.
Lot 211, 18-18-416-009, 1116 Hickory Dr.
Lot 212, 18-18-416-010, 1118 Hickory Dr.
Lot 214, 18-18-416-012, 6109 Burr Oak Dr.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

1625 North Burling, LLC

By: _____
Brian Taylor, Manager

Timber Trails Development, Inc.

_____
Brian Taylor, President

RESOLUTION NO. 25-____
VOTE
AYES:
NAYS:
ABSENT:
ABSTAIN:
DATE: December 15, 2025.
OTHER: None.

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A SUPPLEMENTAL LETTER AGREEMENT WITH EXHIBIT "A" (SUPPLEMENTAL LOT LIST AND SPECIAL ASSESSMENT NO. 05-01 RELEASE OF LIEN AMOUNTS), EXHIBIT "B" (MCNAUGHTON ARCHITECTURAL DESIGN PLANS FOR TIMBER TRAILS RESIDENTIAL HOME PRODUCTS) AND EXHIBIT "C" (TIMBER TRAILS PLAN REVIEW PERMIT FEES AND CLOSING FEES) REGARDING THE SALE AND DEVELOPMENT OF ELEVEN LOTS WITHIN UNIT 2 OF THE TIMBER TRAILS SUBDIVISION (LOTS: 104, 147, 149, 150, 151, 152, 153, 154, 211, 212, and 214); (Seller: 1625 North Burling, LLC and Buyer/Developer: McNaughton Development, LLC).

WHEREAS, on March 21, 2005, the President and Board of Trustees of the Village of Western Springs (the "Village Board" or the "Village") and Western Springs One, L.L.C., an Illinois Limited Liability Company (the "Original Owner / Developer") entered into an "Annexation Agreement" relative to the Village's annexation of the Timber Trails Country Club Property (the "Property") and its development with 338 single-family residential dwelling units consisting of a mixed-use development of single-family lots and townhouses with amenities including open space, tree conservation areas, a 5.0 acre park site, tennis courts, tot lots, a pedestrian circulation system, and storm water detention facilities in accordance with development plans approved by the Village (the "Timber Trails Subdivision" or the "Development"). The Annexation Agreement was approved by Resolution Number 05-1858. The annexation of the Property was approved by passed Ordinance Number 05-2335; and

WHEREAS, on July 11, 2005, under Ordinance No. 05-2352, the Village Board granted final approval of the Timber Trails Subdivision and approved a Conditional Use for a Planned Development for the Development. As part of the approval of the Annexation Agreement and the Conditional Use for a Planned Development, the Village Board also approved the Preliminary Architecture Plans for the Development; and

WHEREAS, Section 35 (Continuity of Obligations) of the Annexation Agreement provides, in relevant part, as follows (underlined text for emphasis):

> 35. Continuity of Obligations. *** <u>The Developer may sell or convey all or any part of the Subject Property for the purposes of development in accordance with this Agreement, and upon each such sale or conveyance, the purchaser shall be bound by the obligations and entitled to the benefits of this Agreement with respect to the part of the Subject Property purchased or conveyed. After written notice of the sale or conveyance to the Village, the Village shall release the Developer from its obligations and these covenants but only as to the property sold or conveyed and only if (1) the Developer is not in default regarding any provision or obligation contained in this Agreement and (2) the purchaser(s) have assumed in writing the obligations and</u>

covenants set forth in this Agreement. ***

In the event of any sale or conveyance by the Developer of the Subject Property or any portion thereof, the Developer shall notify the Village in writing at least thirty (30) days or more prior to the anticipated closing date and shall also notify the Village in writing within ten (10) business days after the closing of such sale or conveyance, of any and all successors in title to all or any portion of the Subject Property. *** Upon the sale and transfer of any portion of the Subject Property, the Developer shall be released from the obligation secured by its Security instrument for public improvements provided that the Village approves and accepts alternative security from the successor in interest to Developer.

Nothing contained in this Agreement shall be construed to restrict or limit the right of the Developer to sell or convey all or any portion of the Subject Property, whether improved or unimproved, except as otherwise specifically set forth herein.

; and

WHEREAS, with the passage of Resolution No. 21-2611 on April 26, 2021 the Village Board approved the sale and conveyance of the following twenty (20) lots within Unit 1 and Unit 2 of the Development to McNaughton Development, LLC, an Illinois limited liability company ("McNaughton"), for the purpose of McNaughton constructing twenty (20) residential homes: Unit 1: Lots 56, and 57; and Unit 2: Lots 80, 81, 82, 83, 84, 85, 106, 123 through 133 ("McNaughton Project - Phase 1"). With the passage of Resolution No. 23-2745 on August 14, 2023, the Village Board approved the sale of the following seven (7) additional lots by the Developer to McNaughton for the construction of seven (7) residential homes: Unit 1 Lots 54, 59 and 79; and Unit 2 Lots 101, 102, 107, and 108 ("McNaughton Project - Phase 2"). With the passage of Resolution No. 24-2846 on October 28, 2024, the Village Board approved the sale of an additional lot by the Developer to McNaughton for the construction a residential house: Lot 78 within Unit 1 ("McNaughton Project - Phase 3"). With the passage of Resolution No. 25-2920 on June 16, 2025, the Village Board approved the sale of eleven (11) additional lots by the Developer to McNaughton for the construction a residential house: Lots 103, 135, 136, 137, 138, 139, 140, 141, 142, 143, and 215 within Unit 2 ("McNaughton Project - Phase 4"); and

WHEREAS, pursuant to Section 35 (Continuity of Obligations) of the Annexation Agreement, the Timber Trails Development Company, LLC 1625 N Burling, LLC and Brian Taylor (collectively "TTDC") are the real estate owners of the remaining undeveloped lots in the Timber Trails Subdivision, and TTDC has submitted **written notice dated November 3, 2025** to the Village of its intent to sell an additional eleven (11) lots within Unit 2 of the Development to McNaughton, for the purpose of McNaughton constructing residential houses on the lots (the "Supplemental Letter Agreement"). The Lots to be sold are identified as: Unit 2: Lots 104, 147, 149, 150, 151, 152, 153, 154, 211, 212, and 214 ("McNaughton Project - Phase 5"). The Supplemental Letter Agreement contains the following Exhibits: Exhibit "A" (Supplemental Lot List And Special Assessment No. 05-01 Release Of Lien Amounts), Exhibit "B" (McNaughton Architectural Design Plans For Timber Trails Residential Home Products); and Exhibit "C" (Timber Trails Plan Review Permit Fees And Closing Fees). A copy of the Supplemental Letter Agreement and its Exhibits are attached hereto as **Exhibit "1"** and made a part hereof. Brian Taylor is the owner / member of Timber Trails Development Company, LLC and 1625 N Burling, LLC; and

WHEREAS, under the Supplemental Letter Agreement, after acquiring title and ownership to the

Draft

lots, McNaughton agrees to comply with the terms of the Annexation Agreement and the additional conditions set forth in the Supplemental Letter Agreement regarding its construction of residential houses on the lots ("McNaughton Lots") as part of McNaughton Project - Phase 5; and

WHEREAS, at the closing on the sale and conveyance of each of the McNaughton Lots, TTDC will arrange for the payoff and release of each Special Assessment No. 05-01 Lien as provided for in the Supplemental Letter Agreement and its **Exhibit "A"** (Lot List And Special Assessment No. 05-01 Release Of Lien Amounts); and

WHEREAS, pursuant to Section 31 (Building Architecture) of the Annexation Agreement, TTDC and McNaughton have submitted for Village approval a set of updated architectural design plans for the residential home products that McNaughton intends to construct on the McNaughton Lots, which are referenced as **Exhibit "B**" (McNaughton Architectural Design Plans For Timber Trails Residential Home Products) to the Supplemental Letter Agreement; and

WHEREAS, in order to receive Village building permits for the McNaughton Lots, McNaughton is required to participate in the building plan review process and pay all related development and plan review fees as provided for in the Supplemental Letter Agreement and its **Exhibit "C**" (Timber Trails Plan Review Permit Fees And Closing Fees); and

WHEREAS, the Village Board makes the following findings relative to the proposed sale of the lot by TTDC to McNaughton:

A. TTDC is in compliance with the terms of the Annexation Agreement and the Village-approved Conditional Use for a Planned Development for the Development, except for the posting of adequate security as required by Section 11 of the Annexation Agreement and Section 10-10-19(B)(2) of the Western Springs Village Code.
B. Per Section 31 (Building Architecture) of the Annexation Agreement, the McNaughton Architectural Design Plans For Timber Trails Residential Home Products (Exhibit "B") are in substantial conformance with the Village-approved Final Architecture Plan or are consistent with the style of elevation in the Village-approved Preliminary Architecture Plan for Development or are proposed "alternative building elevations" that are approved by the Village Board.
C. The McNaughton Architectural Design Plans For Timber Trails Residential Home Products (Exhibit "B") comply with the requirements of Section 32 (Exterior Building Materials) of the Annexation Agreement ("The single-family detached units and townhome buildings shall be constructed primarily of brick, stone and cedar (or a cedar substitute product like Hardies cedarboard product). Aluminum and vinyl siding shall not be permitted. Dry-vit may be used as an architectural feature combined with the above approved exterior building materials products.").
D. The requirements of Section 35 (Continuity of Obligations) of the Annexation Agreement have been met by TTDC and McNaughton based on the terms set forth in the Supplemental Letter Agreement and its Exhibits, except for the requirement of posting of additional Security by TTDC, which will be contested in Cook County Circuit Court if TTDC and the Village do not reach an accord on the matter. Upon the sale and transfer of the McNaughton Lots, TTDC is not released from the obligation to post additional Security with the Village and the obligations secured by its current Security instrument posted with the Village to ensure completion of the Public Improvements until TTDC completes the

Draft

unfinished Public Improvements.

; and

WHEREAS, at an open public meeting held on November 18, 2025, the Village's Planning and Zoning Committee ("Committee") reviewed and discussed the Supplemental Letter Agreement and its Exhibits and received input from the Village staff and provided an opportunity for public input on the matter, and the Committee voted to recommend that the Village Board approve the Supplemental Letter Agreement and its Exhibits; and

WHEREAS, at open public meetings held on December 1, 202, and December 15, 2025, the Village Board of the Village reviewed and discussed the Supplemental Letter Agreement and its Exhibits, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input on the matter. At its December 15, 2025, Village Board Meeting, the Village Board accepted the Committee's recommendation to approve and enter into the Supplemental Letter Agreement and its Exhibits; and

WHEREAS, in accordance with the authority set forth in Section 35 of the Annexation Agreement and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), the contracting powers set forth at Article VII (Local Government), Section 6 (Local Government) and Section 7 (Counties And Municipalities Other Than Home Rule Units) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), the Village President and Board of Trustees of the Village of Western Springs approve the attached Supplemental Letter Agreement and its Exhibits.

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

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

SECTION 2: Approval and Execution of Agreement and Other Related Documents. The Village President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the attached "Supplemental Letter Agreement" dated December 15, 2025 and its **Exhibit "A"** (Lot List And Special Assessment No. 05-01 Release Of Lien Amounts), **Exhibit "B**" (McNaughton Architectural Design Plans For Timber Trails Residential Home Products) and **Exhibit "C"** (Timber Trails Plan Review Permit Fees And Closing Fees) for the purposes set forth above in this Resolution. The Village Board authorizes and directs the Village President and Village Clerk, or their designees, to execute and submit the final version of the Supplemental Letter Agreement, 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 the Supplemental Letter Agreement.

SECTION 3: Delivery of Certified Copy of Resolution, Executed Agreement and Other Signed Documents. After approval of this Resolution, certified copies of this Resolution and fully executed copies of the attached Supplemental Letter Agreement and its Exhibits shall be delivered to 1625 North Burling, LLC and McNaughton Development, LLC by the Village Clerk's Office, or their designee, for purposes of record retention and compliance with the terms of the Supplemental Letter Agreement.

SECTION 4: Effective Date. This Resolution shall take effect from and after its adoption and approval.

Draft

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 15th day of December, 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

Draft

EXHIBIT "1"

Supplemental Letter Agreement dated December 15, 2025 With
Exhibit "A" (Lot List And Special Assessment No. 05-01 Release Of Lien Amounts),
Exhibit "B" (McNaughton Architectural Design Plans For Timber Trails Residential Home Products)
And Exhibit "C" (Timber Trails Plan Review Permit Fees And Closing Fees)

(Seller: 1625 North Burling, LLC and
Buyer/Developer: McNaughton Development, LLC)

(attached)

Draft

December 15, 2025

Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Village President and Board of Trustees

Re: Timber Trails Subdivision
Supplemental Letter Agreement for Sale and Development of a Finished Lots: 104, 147, 149, 150, 151, 152, 153, 154, 211, 212, and 214
Seller / Developer: Timber Trails Development Company, LLC, 1625 N Burling, LLC or Brian Taylor
Buyer / Developer: McNaughton Development, LLC

Dear President and Board of Trustees:

The purpose of this letter ("Supplemental Letter Agreement") is to set forth and memorialize the agreements among the Village of Western Springs, Illinois (the "Village"), Timber Trails Development Company, LLC, 1625 N Burling, LLC and Brian Taylor (collectively "TTDC") are the real estate owners of the remaining undeveloped lots in Timber Trails Subdivision, and TTDC is the developer and builder of the Timber Trails Subdivision, and McNaughton Development, LLC, an Illinois limited liability company ("McNaughton"), with respect to the sale and development of Lots 104, 147, 149, 150, 151, 152, 153, 154, 211, 212, and 214 ("McNaughton Lots" or "McNaughton Project – Phase 4") by TTDC to McNaughton listed on Exhibit "A" (Lot List And Special Assessment No. 05-01 Release Of Lien Amounts) attached hereto. Brian Taylor is the owner / member of Timber Trails Development Company, LLC and 1625 N Burling, LLC.

TTDC and McNaughton have advised the Village that they have entered into a contract (the "TTDC/McNaughton Contract") for the sale of the McNaughton Lots from TTDC to McNaughton, which TTDC/McNaughton Contract and the obligation of McNaughton to close its purchase of the McNaughton Lots thereunder are contingent upon receipt of architectural and other approvals from the Village. Upon acquisition, McNaughton intends on constructing eleven (11) residential homes on the McNaughton Lots in accordance with the provisions of the Timber Trails Annexation Agreement and attached Exhibit "B", which consists of the McNaughton Architectural Design Plans For Timber Trails Residential Home Products. TTDC and McNaughton have worked with Village staff and the Village Attorney with respect to such approvals. Since the proposed sale involves lots that have been improved with the required On-Site and Off-Site Public Improvements (as defined in the Annexation Agreement) and all necessary utilities, TTDC's existing development security, which is currently inadequate under the Annexation Agreement and Western Springs Village Code, held by the Village will not be adjusted for these particular Lots. TTDC will remain responsible for its existing obligations under the Village-approved Timber Trails Conditional Use for a Planned Development Ordinance and the Timber Trails Annexation Agreement. The Parties have further agreed: (i) that an amendment to the Timber Trails Annexation Agreement is not required or necessary to approve the sale of and development of the McNaughton Lots; and (ii) to set forth the mutual agreements of the Village, TTDC and McNaughton regarding the sale and development of the McNaughton Lots in a "Supplemental Letter Agreement" to be executed by the Village, TTDC and McNaughton. This Supplemental Letter Agreement is contemplated by and authorized by Section 35 (Continuity of Obligations) of the Annexation Agreement, except for the requirement of posting of additional Security by TTDC, which will be contested in Cook County Circuit Court if TTDC and the Village do not reach an accord on the matter. Upon the sale and

transfer of the McNaughton Lots, TTDC is not released from the obligation to post additional Security with the Village or the obligations secured by its current Security instrument that is posted with the Village to ensure completion of the Public Improvements until TTDC completes the unfinished Public Improvements.

At the Village Board meeting on December 15, 2025, the Village Board approved by Resolution (the "TTDC/McNaughton Resolution"), among other things: (i) approved the conveyance of and construction by McNaughton of eleven (11) residential houses on the McNaughton Lots using one or more of the fourteen (14) architectural designs plans/elevations listed in Exhibit "B" attached hereto (the "McNaughton Architectural Design Plans For Timber Trails Residential Home Products"), subject to submittal of final architectural design plans/elevations, final building and engineering plans, payment of required permit and plan review fees, and compliance with all other provisions of the Annexation Agreement and the Village-approved Timber Trails Conditional Use for a Planned Development; and (ii) approved this Supplemental Letter Agreement and its Exhibits, and authorized its execution and delivery by the appropriate officers of the Village. The Parties also agree that the following provisions apply to the development of the McNaughton Lots:

1. Architectural Plans; Anti-Monotony. McNaughton will initially market, sale and construct single-story ranch homes and first floor master bedroom two-story homes on the McNaughton Lots. McNaughton submitted the fourteen (14) plans/elevations that comprise the McNaughton Architectural Design Plans For Timber Trails Residential Home Products to TTDC and the Village for approval. TTDC, as Declarant under the Timber Trails Community Declaration, has approved the McNaughton Architectural Design Plans For Timber Trails Residential Home Products for construction in Timber Trails. Pursuant to the provisions of the TTDC/McNaughton Resolution, the Village does also approve McNaughton's sale and construction of the McNaughton Architectural Design Plans For Timber Trails Residential Home Products on the McNaughton Lots that it will acquire in Timber Trails. McNaughton agrees to comply with each provision of the Annexation Agreement that applies to the McNaughton Lots, except as stated herein, and, in particular, McNaughton acknowledges its obligation to comply with the provisions of Section 31 (Building Architecture), Section 32 (Exterior Building Materials), Section 33 (Anti-Monotony and Non-Barracks Design; Building Pad Placement) and Section 36 (Defense and Indemnification of Village/Insurance) of the Annexation Agreement relative only to its development activities.

2. Subdivision Security: The "Security" (as defined in the Annexation Agreement) posted by TTDC with the Village under Section 11 (On-Site and Off-Site Public Improvements – Security and Acceptance) of the Annexation Agreement shall be available at all times to secure the completion of any On-Site and Off-Site Public Improvements, any other covered improvements and site development work, including but not limited to any repairs to On-Site and Off-Site Public Improvements (as defined in the Annexation Agreement) damaged by McNaughton's work and any site restoration work that relates to the development of the McNaughton Lots. As part of the issuance of a building permit or site development permit, and in lieu of posting a cash site management bond per Section 9-13-11 (Site Management Bond) of the Western Springs Village Code, McNaughton agrees to provide the Village with one (1) performance bond and payment bond in the amount of $355,444.00 USD to secure compliance by McNaughton with the Village's development ordinances and building and mechanical codes and regulations relative to the home construction on the McNaughton Lots and to secure the completion of any repairs to the On-Site and Off-Site Public Improvements damaged by McNaughton's work and any site restoration work that relates to the development of the McNaughton Lots. The Village will inspect the work at the McNaughton Lots on a periodic basis and issue a punch list for any corrective work that needs to be completed by McNaughton. The performance bond and payment bond shall be released and returned to McNaughton by the Village after the

completion of the punch list items as part of the issuance of the final occupancy permit for the last McNaughton Lots to be developed.

3. Public Improvements. Each of the McNaughton Lots are being sold as "finished Lot". Accordingly, McNaughton shall have no obligation to complete any On-Site and Off-Site Public Improvements, as defined in the Annexation Agreement. However, McNaughton and TTDC shall each be and remain responsible to repair any damage to the On-Site and Off-Site Public Improvements within Timber Trails caused by such builder and/or its contractors as noted in Section 2 (Subdivision Security) above.

4. On-Lot Site Work and Drainage. McNaughton shall be responsible for all remaining On-Lot site development work on the McNaughton Lots, including, but not limited to, all grading, the spreading or removal of any topsoil, curb cuts, the installation of street trees and landscaping, the extension of water lines from the b-boxes located in each parkway to the building pad, and the extension of sanitary sewer and any other utility lines from the perimeter of the McNaughton Lots to the building pad. For the McNaughton Lots, McNaughton shall also be responsible for individual stormwater pollution prevention plans and the installation of: (i) street trees and not less than the Village required minimum landscaping package; and (ii) paver driveways and paver service walks. These improvements shall be made in accordance with the Village-approved Final Landscape Plans for the Timber Trails Subdivision.

5. Village Fees. McNaughton shall be responsible for all fees, charges and out-of-pocket costs of and/or incurred by the Village in connection with the review, document preparation and approval of this Supplemental Letter Agreement, the McNaughton Architectural Design Plans For Timber Trails Residential Home Products, the sale of the McNaughton Lots by TTDC to McNaughton and the TTDC/McNaughton Resolution, including, without limitation, the fees and expenses of the Village Engineering and the Village Attorney. McNaughton shall be responsible for securing all permits and paying the cost of any applicable impact and/or permit fees required in connection with the On-Lot site work described above and the construction of single family residence on the McNaughton Lots, including customary architectural plan review, building permit, connection permit, inspection, occupancy permit, transportation, land/cash, school impact, park impact, and other fees, donations and costs payable in connection with and at the time a building permit and/or occupancy permit is issued. McNaughton acknowledges and agrees to the Village's existing plan review permit fees and closing fees for the Timber Trails Subdivision and the Western Springs Special Assessment No. 05-1, a copy of which is attached to and made a part of this Supplemental Letter Agreement as Exhibit C (Timber Trails Plan Review Permit Fees And Closing Fees).

6. Village of Western Springs – Special Assessment No. 05-01. At the time of initial closing(s) (TTDC to McNaughton), McNaughton and TTDC shall pay to Amalgamated Bank of Chicago (or such other authorized payee) the applicable dollar amount to secure the release of the Special Assessment No. 05-01 Lien filed against title to the McNaughton Lots acquired by McNaughton. The Village shall prepare a Release of Special Assessment No. 05-01 Lien and a "Special Assessment No. 05-01 Lien Payoff Letter" issued by the Village Finance Director for the closing. The applicable release price for the McNaughton Lots is set forth on the "Supplemental Lot List And Special Assessment No. 05-01 Release Of Lien Amounts" attached hereto as Exhibit "A." The closing on the McNaughton Lots is scheduled to take place prior to or by January 15, 2027.

7. Stormwater Facility Maintenance Agreement. At the time of the end-closing (McNaughton to Homebuyer), McNaughton will cause each of its homebuyers of the McNaughton Lots to execute and deliver the customary Village Stormwater Facility Maintenance Agreement, on the Village prepared form, to

the Village for filing with the Cook County Clerk's Office, Recording Division ("CCCORD") after the end-closing is completed. Not later than ten (10) calendar days prior to such end-closing, McNaughton will notify the Village Attorney of the McNaughton Lots end-closing and provide the following information:

A. Property Address
B. PIN(s)
C. Buyer(s) name(s) / Beneficial Owners (if in a land trust)
D. Lot # / Townhome Unit # and legal description
E. Special Assessment Lien Amount for the Lot #.

If requested by the Village Attorney, McNaughton shall also promptly provide such other information as may be required by such attorney to prepare the Village Stormwater Facility Maintenance Agreement. Since the Special Assessment No. 05-01 Liens will have been fully paid and released at the applicable McNaughton Lots initial closing between TTDC and McNaughton, no additional release should be necessary for the end-closing. The Village will, however, provide McNaughton with the customary form of $0.00 balance Special Assessment No. 05-01 Lien Payoff Letter for the end-closing. McNaughton shall be responsible for the Village Attorney fees and CCCORD filing charges for the Village Stormwater Facility Maintenance Agreement.

8. Violation Notices – Notice Addresses. In the event that the Village elects to issue a notice, stop work order and/or other written communication to McNaughton ("McNaughton Violation Notice") regarding a breach by McNaughton of this Supplemental Letter Agreement or violation of any law, rule, code or regulation of the Village which relates to the McNaughton Lots or arises from the activities of McNaughton and/or any of its agents, employees, contractors and/or subcontractors in Timber Trails, the Village shall simultaneously provide TTDC with a copy of such McNaughton Violation Notice. Any McNaughton Violation Notice, other notice or other communication to be given or served upon any in connection with this Supplemental Letter Agreement must be in writing and delivered to the Party: (i) in person; (ii) by electronic transmission (with a copy following in the United States mail or by other means of delivery permitted herein); (iii) by overnight delivery service (including FedEx); or (iv) by certified mail, return receipt requested. If such notice is given in person or via electronic transmission, such notice will be deemed to have been given when received. If such notice is sent by overnight delivery service, such notice is deemed received at the time of first attempted delivery of such notice. If such notice is sent by certified mail, such notice will be deemed received three (3) days after a certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail. Any notice, however delivered, that is confirmed or acknowledged (excluding any automatically generated electronic acknowledgement) by a party below to have been received by such party is effective notice. Notices or other communication will be sent to the Parties at the following addresses:

If to TTDC:
Timber Trails Development Company, LLC
6114 Burr Oak Drive
Western Springs, Illinois 60558
Attn: Brian Taylor
Email: briantaylor083@gmail.com

If to McNaughton:
McNaughton Development, Inc.
11S220 Jackson Street
Burr Ridge, Illinois 60527

Attn: Paul McNaughton
Email: pmcnaughton83@yahoo.com

If to the Village:

Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Village Clerk
Email: jill.izzo@wsprings.com

9. Conflict. Strictly as between TTDC and McNaughton, in the event of any conflict between the provisions of this Supplemental Letter Agreement and the provisions of the TTDC/McNaughton Contract, the provisions of the TTDC/McNaughton Contract shall govern and control. This conflict provision shall not govern or affect the obligations of TTDC or McNaughton in regard to the Village as set forth in this Supplemental Letter Agreement, which shall continue in full force and effect and shall be binding on the Parties as set forth herein, notwithstanding any conflict with the provisions of the TTDC/McNaughton Contract. Any conflict between the TTDC/McNaughton Contract and this Supplemental Letter Agreement or the TTDC/McNaughton Contract and the Annexation Agreement that involve the Village shall be resolved by the following order of priority among the documents: First Priority: the Supplemental Letter Agreement; Second Priority: the Annexation Agreement; and Third Priority: the TTDC/McNaughton Contract.

10. Miscellaneous. This Supplemental Letter Agreement may be executed and delivered in one or more counterparts, each of which shall be deemed an original and taken together, shall constitute one and the same agreement. Executed signature pages hereof may be delivered by the Parties by electronic means as a .PDF with the same force and effect as if original signature pages had been delivered to each of the Parties hereto. This Supplemental Letter Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Supplemental Letter Agreement cannot be changed, modified or amended unless such change, modification or amendment is in writing and executed by the Parties hereto.

SIGNATURE PAGE TO FOLLOW

Draft

SIGNATURE PAGE

This Supplemental Letter Agreement has been acknowledged and agreed to by McNaughton. If this Supplemental Letter Agreement accurately sets forth the agreements among and between the Parties regarding the McNaughton Lots, please so indicate by executing this letter in the signature block below.

Very truly yours,

TIMBER TRAILS DEVELOPMENT COMPANY, LLC:
By: Western Springs Development, LP,
its Manager

By: _____
Brian Taylor, its General Partner

1625 N BURLING, LLC
By: Its Manager

By: _____
Brian Taylor, its Member

Enclosures
cc: Ellen Baer, Village Manager (via email)
Casey Biernacki, Deputy Manager (via email)
John Mastandona, Director of Finance/Treasurer (via email)
Heather Valone, Director of Community Development (via email)
Jeff Koza, Village Engineer (via email)
Michael T. Jurusik, Village Attorney (via email)

ACKNOWLEDGED AND AGREED
this ___ day of June, 2025:

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

By: _____
Name: Heidi Rudolph
Its: Village President

Attest: _____
Name: Edward Tymick
Its: Village Clerk

ACKNOWLEDGED AND AGREED
this ___ day of June, 2025:

MCNAUGHTON DEVELOPMENT, LLC,
an Illinois limited liability company

By: _____
Name: Paul McNaughton
Title: Member

Draft

EXHIBIT "A"

SUPPLEMENTAL LOT LIST AND SPECIAL ASSESSMENT NO. 05-01 RELEASE OF LIEN AMOUNTS

104	18-18-410-036	1111 Pin Oak Dr.
147	18-18-414-013	6112 Burr Oak Dr.
149	18-18-414-015	6116 Burr Oak Dr.
150	18-18-414-016	1122 Hickory Dr.
151	18-18-414-017	1124 Hickory Dr.
152	18-18-414-018	1126 Hickory Dr.
153	18-18-414-019	1128 Hickory Dr.
154	18-18-414-020	1130 Hickory Dr.
211	18-18-416-009	1116 Hickory Dr.
212	18-18-416-010	1118 Hickory Dr.
214	18-18-416-012	6109 Burr Oak Dr.

(attached)

Draft

EXHIBIT "B"

MCNAUGHTON ARCHITECTURAL DESIGN PLANS FOR
TIMBER TRAILS RESIDENTIAL HOME PRODUCTS

(attached)

Draft

EXHIBIT "C"

TIMBER TRAILS PLAN REVIEW PERMIT FEES AND CLOSING FEES

(attached)

Draft

EXHIBIT "A"
SUPPLEMENTAL LOT LIST AND SA 05-01 RELEASE AMOUNTS

FIFTH CLOSING

LOTS 104, 147, 149 THROUGH 154, 211, 212 AND 214 IN TIMBER TRAILS SUBDIVISION UNIT 2, BEING A RESUBDIVISION OF OUTLOT N IN TIMBER TRAILS SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TIMBER TRAILS SUBDIVISION UNIT 2, RECORDED FEBRUARY 22, 2007 AS DOCUMENT 0705315075, ALL IN COOK COUNTY, ILLINOIS.

Lot No.	PIN	Address	SA 05-01 Release Amount
104	18-18-410-036	1111 Pin Oak Dr.	$257,876.24
147	18-18-414-013	6112 Burr Oak Dr.	$257,876.24
149	18-18-414-015	6116 Burr Oak Dr.	$257,876.24
150	18-18-414-016	1122 Hickory Dr.	$257,876.24
151	18-18-414-017	1124 Hickory Dr.	$257,876.24
152	18-18-414-018	1126 Hickory Dr.	$257,876.24
153	18-18-414-019	1128 Hickory Dr.	$257,876.24
154	18-18-414-020	1130 Hickory Dr.	$257,876.24
211	18-18-416-009	1116 Hickory Dr.	$257,876.24
212	18-18-416-010	1118 Hickory Dr.	$257,876.24
214	18-18-416-012	6109 Burr Oak Dr.	$257,876.24

Draft

McNaughton DEVELOPMENT, LLC

YOUR LUXURY HOME BUILDER

Conceptual Plans For

TIMBER TRAILS

of WESTERN SPRINGS



CONCEPTUAL CHARACTER ELEVATION

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



CONCEPTUAL CHARACTER ELEVATION

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



CONCEPTUAL CHARACTER ELEVATION

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



CONCEPTUAL CHARACTER ELEVATION

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



ASHFORD – ELEVATION A
RANCH

CONCEPTUAL PLAN

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



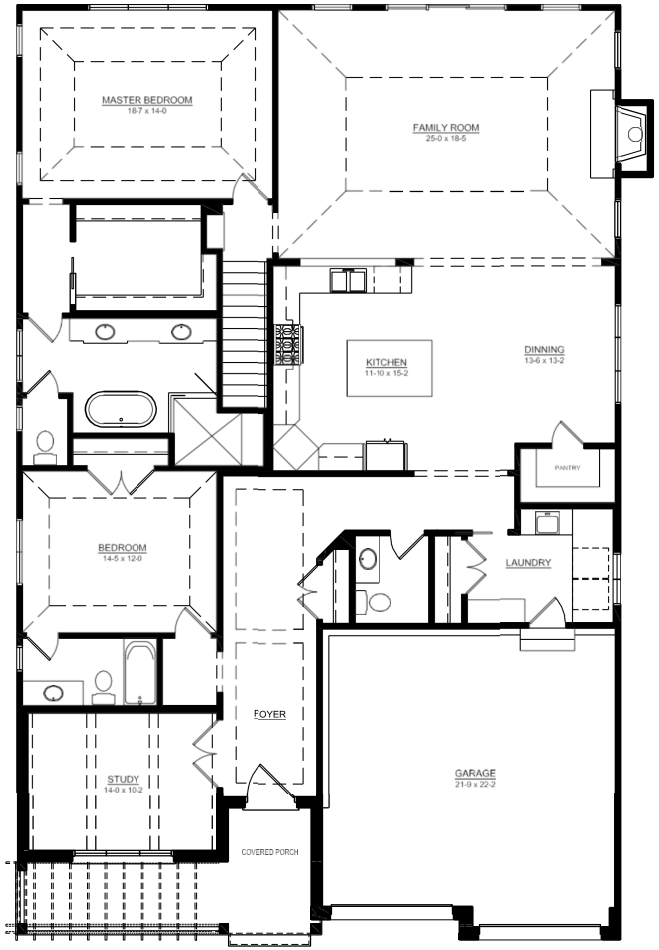
ASHFORD – ELEVATION B
RANCH

CONCEPTUAL PLAN

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



FIRST FLOOR PLAN

CONCEPTUAL FLOOR PLAN – ASHFORD: RANCH

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



BRUNSWICK – ELEVATION A
RANCH

CONCEPTUAL PLAN

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



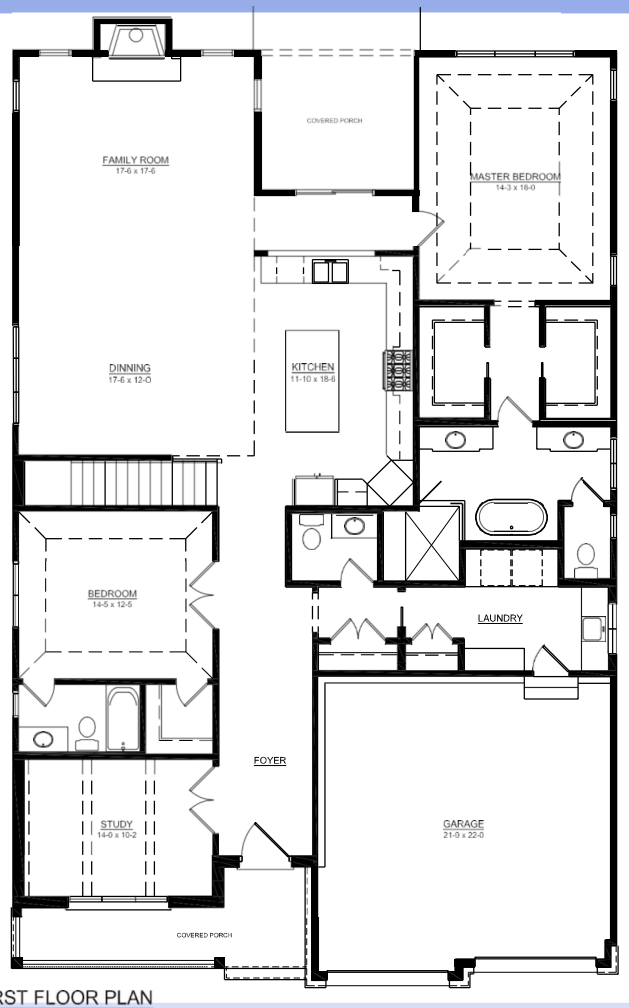
BRUNSWICK – ELEVATION B
RANCH

CONCEPTUAL PLAN

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



FIRST FLOOR PLAN

CONCEPTUAL FLOOR PLAN – BRUNSWICK: RANCH

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



ESSEX – ELEVATION A
RANCH

CONCEPTUAL PLAN

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



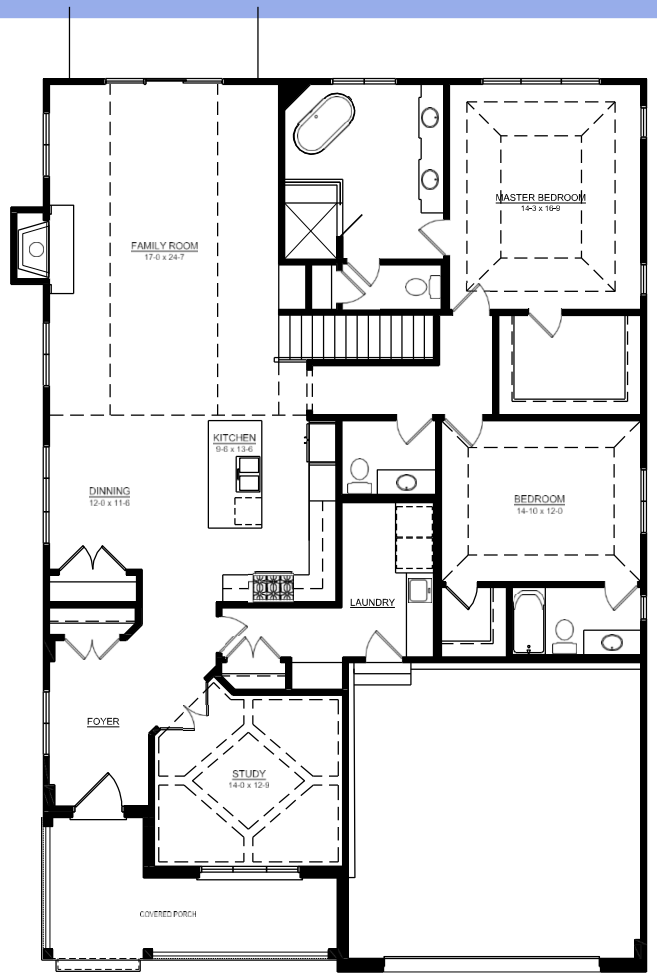
ESSEX – ELEVATION B
RANCH

CONCEPTUAL PLAN

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



FIRST FLOOR PLAN

CONCEPTUAL FLOOR PLAN – ESSEX: RANCH

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



FENWICK – ELEVATION B
RANCH

CONCEPTUAL PLAN

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



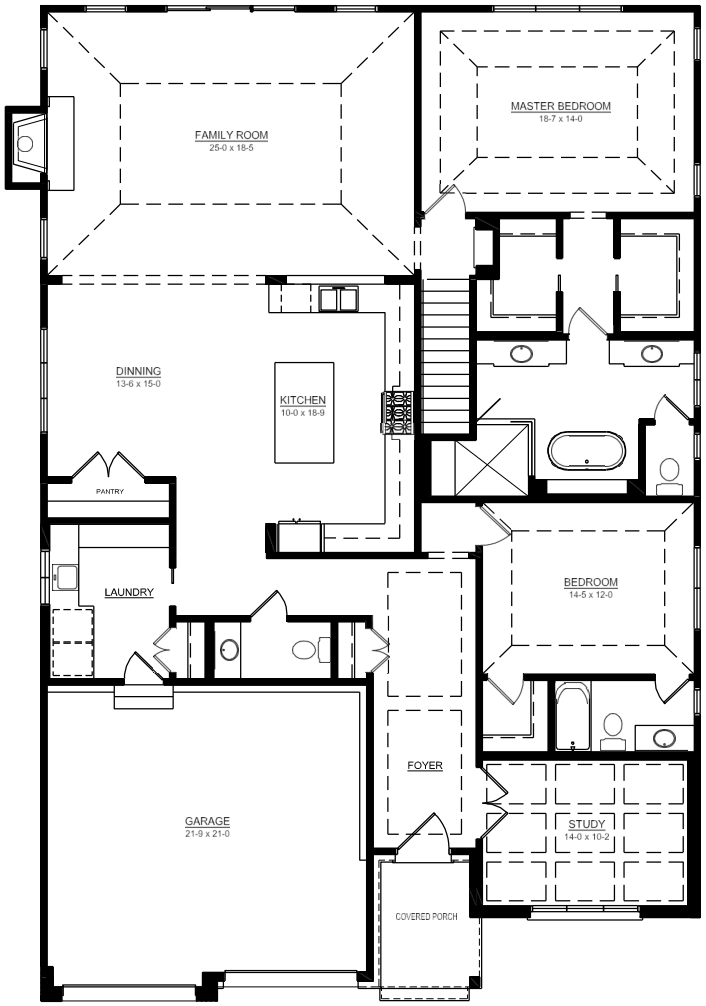
FENWICK– ELEVATION B
RANCH

CONCEPTUAL PLAN

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



FIRST FLOOR PLAN

CONCEPTUAL FLOOR PLAN – FENWICK: RANCH

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



ASTORIA – ELEVATION A
1ST FLOOR MASTER

CONCEPTUAL PLAN

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



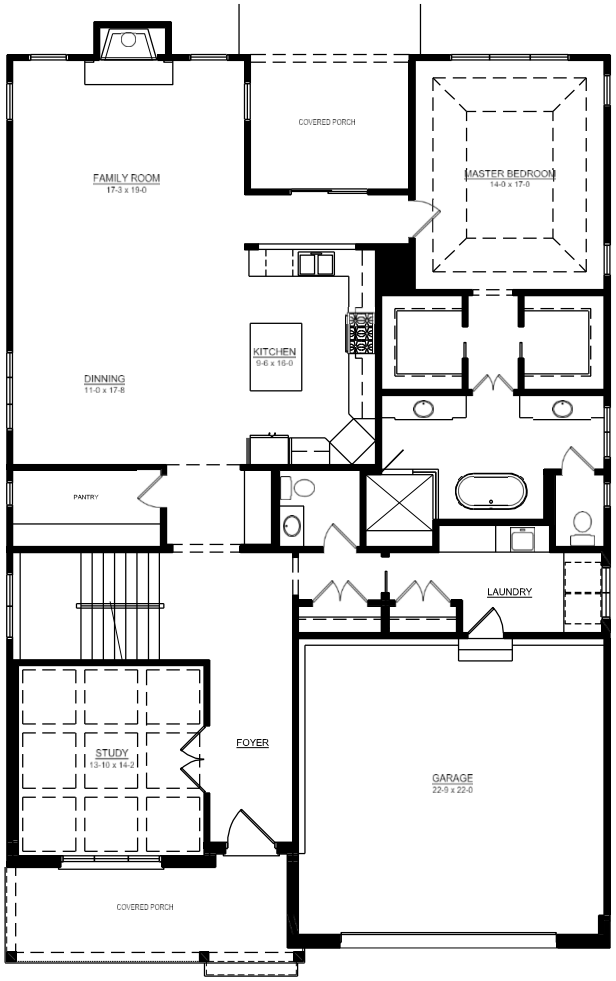
ASTORIA – ELEVATION B
1ST FLOOR MASTER

CONCEPTUAL PLAN

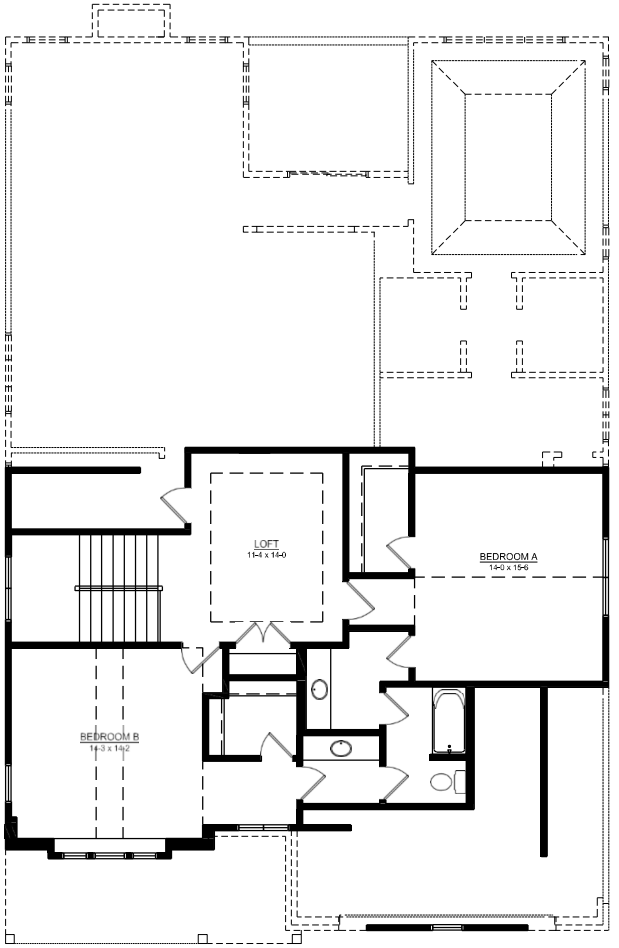
FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



FIRST FLOOR PLAN



SECOND FLOOR PLAN

CONCEPTUAL FLOOR PLAN – ASTORIA: 1ST FLOOR MASTER

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



BOSTONIAN – ELEVATION A
1ST FLOOR MASTER

CONCEPTUAL PLAN

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



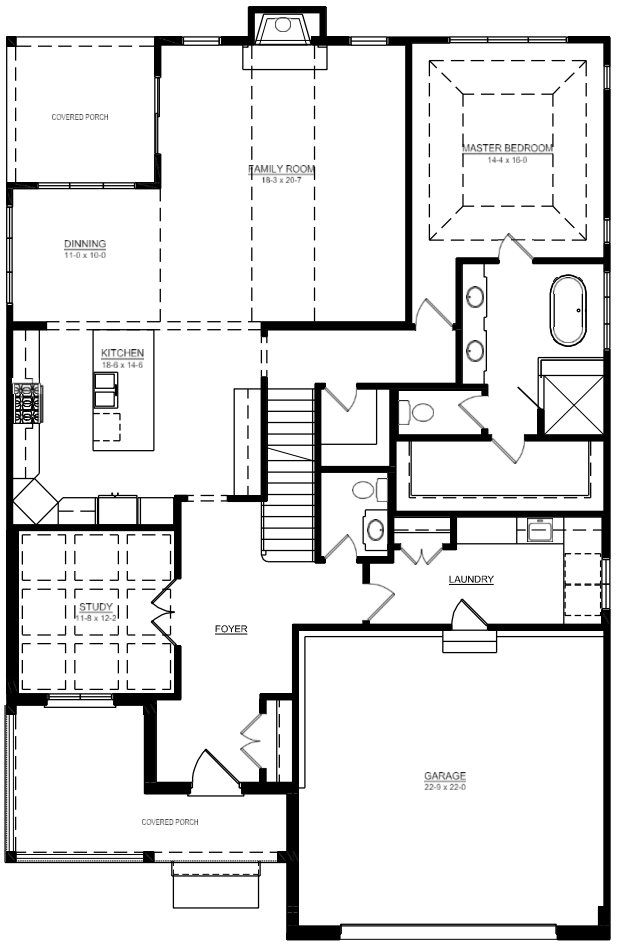
BOSTONIAN – ELEVATION B
1ST FLOOR MASTER

CONCEPTUAL PLAN

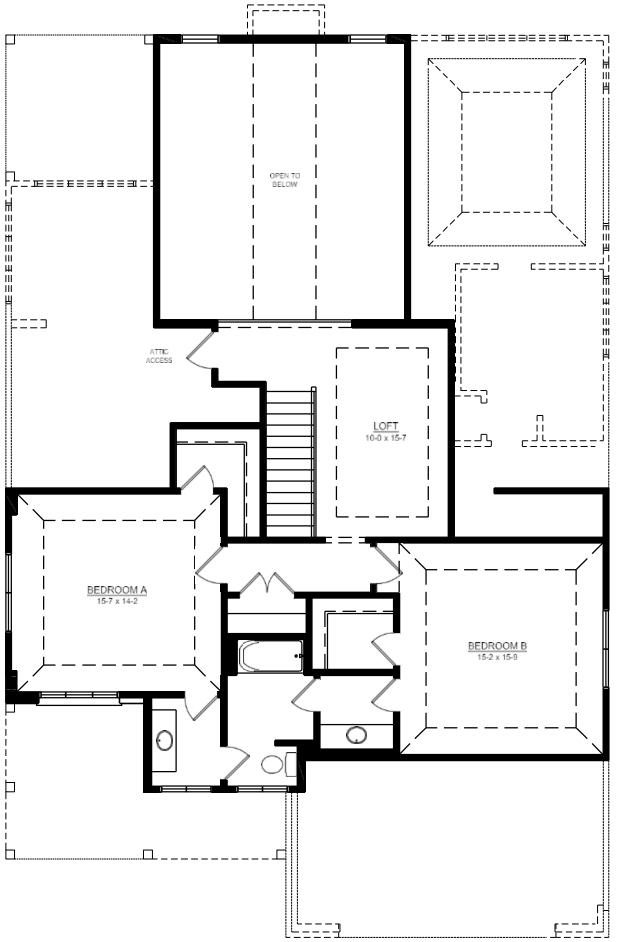
FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



FIRST FLOOR PLAN



SECOND FLOOR PLAN

CONCEPTUAL FLOOR PLAN – BOSTONIAN: 1ST FLOOR MASTER

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



CARLISLE – ELEVATION A
1ST FLOOR MASTER

CONCEPTUAL PLAN

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



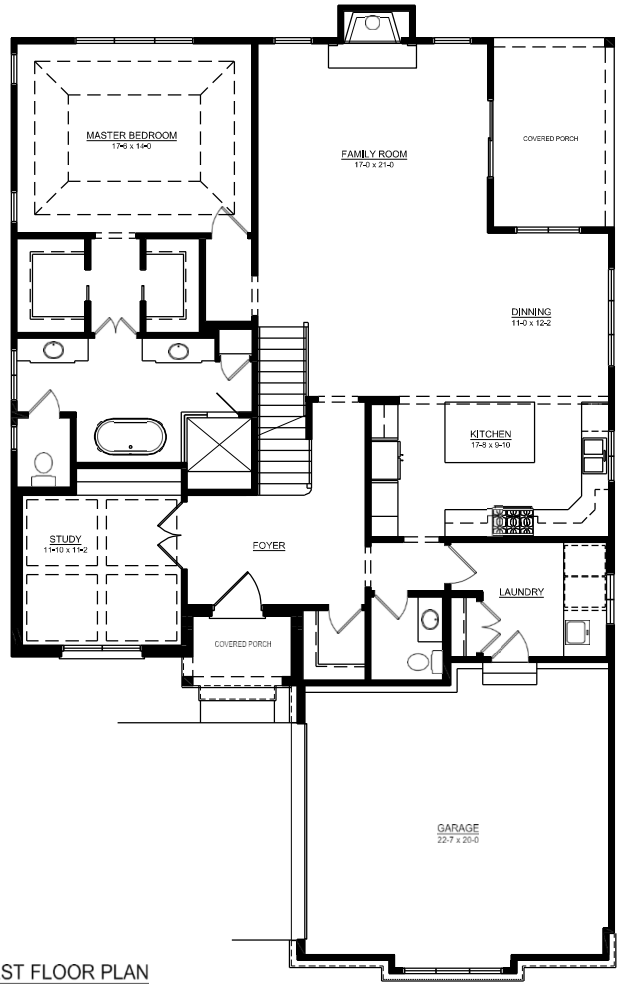
CARLISLE – ELEVATION B
1ST FLOOR MASTER

CONCEPTUAL PLAN

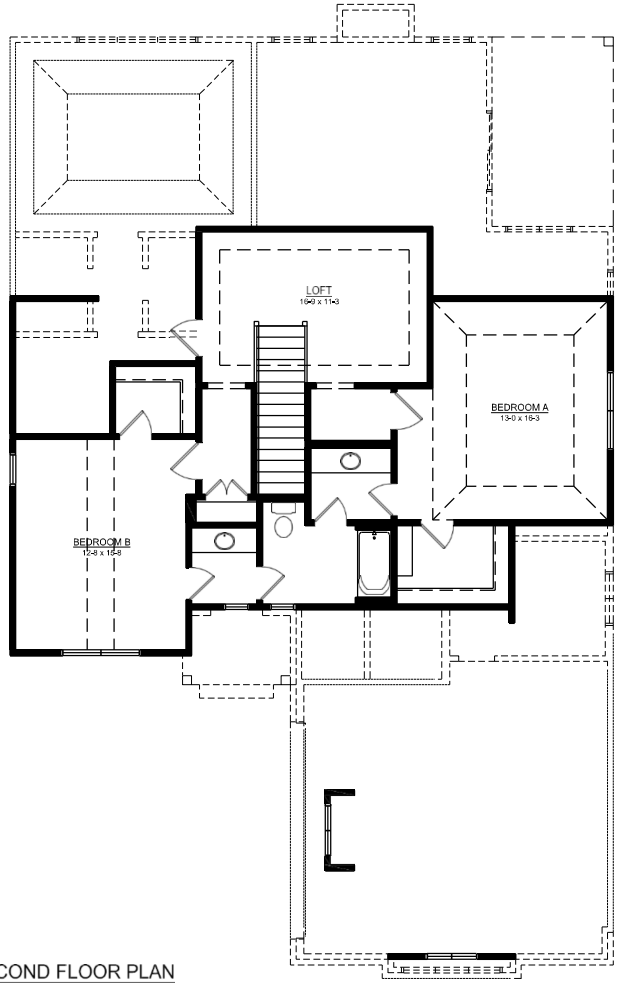
FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS



FIRST FLOOR PLAN



SECOND FLOOR PLAN

CONCEPTUAL FLOOR PLAN - CARLISLE: 1ST FLOOR MASTER

FERGON ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.0446 phone

McNAUGHTON DEVELOPMENT
11S220 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

TIMBER TRAILS, WESTERN SPRINGS

Exhibit C

Executed by Pat Taylor on 9-18-07
Prepared 5-9-13: Updated: 5-10-13 by JZ
Updated again: 5-9-24
Updated again: 12/12/2024
Updated again: 6/23/2025

	JJB		UFM		KTJ		Village Single Family		Village Town Home		S. Family Permit Fee per unit	Town Home Permit Fee per unit	TOWN HOME (4 Unit) FEE ANALYSIS: 1 Lot, 4 Units per Ltr. Agmnt — T. H. Fee Per Unit	Total T.H. Per Unit. Basis	4 Lots, 4 Units ^ Consult only — T. H. Fee Per Unit	Total T.H. Per Build. Basis	4 Lots, 4 Units ^ All Fee's — T. H. Fee Per Unit
Year	Amount	Escallator	Amount	Escallator	Amount	Escallator	Amount	Escallator	Amount	Escallator							
2007/08	$1,300.00		$800.00		$200.00		$8,000.00		$7,000.00		$10,300.00	$9,300.00	$2,325.00	$16,200.00	$4,050.00	$37,200.00	$9,300.00
	$65.00	5%	$40.00	5%	$10.00	5%	$400.00	5%	$350.00	5%							
2009 /10	$1,365.00		$840.00		$210.00		$8,400.00		$7,350.00		$10,815.00	$9,765.00	$2,441.25	$17,010.00	$4,252.50	$39,060.00	$9,765.00
	$68.25	5%	$42.00	5%	$10.50	5%	$420.00	5%	$367.50	5%							
2011/12	$1,433.25		$882.00		$220.50		$8,820.00		$7,717.50		$11,355.75	$10,253.25	$2,563.31	$17,860.50	$4,465.13	$41,013.00	$10,253.25
	$71.66	5%	$44.10	5%	$11.03	5%	$441.00	5%	$385.88	5%							
2013/14	$1,504.91		$926.10		$231.53		$9,261.00		$8,103.38		$11,923.54	$10,765.91	$2,691.48	$18,753.53	$4,688.38	$43,063.65	$10,765.91
	$75.25	5%	$46.31	5%	$11.58	5%	$463.05	5%	$405.17	5%							
2015/16	$1,580.16		$972.41		$243.10		$9,724.05		$8,508.54		$12,519.71	$11,304.21	$2,826.05	$19,691.20	$4,922.80	$45,216.83	$11,304.21
	$79.01	5%	$48.62	5%	$12.16	5%	$486.20	5%	$425.43	5%							
2017/18	$1,659.17		$1,021.03		$255.26		$10,210.25		$8,933.97		$13,145.70	$11,869.42	$2,967.35	$20,675.76	$5,168.94	$47,477.67	$11,869.42
	$82.96	5%	$51.05	5%	$12.76	5%	$510.51	5%	$446.70	5%							
2019/20	$1,742.12		$1,072.08		$268.02		$10,720.77		$9,380.67		$13,802.99	$12,462.89	$3,115.72	$21,709.55	$5,427.39	$49,851.56	$12,462.89
	$87.11	5%	$53.60	5%	$13.40	5%	$536.04	5%	$469.03	5%							
2021/22	$1,829.23		$1,125.68		$281.42		$11,256.80		$9,849.70		$14,493.13	$13,086.03	$3,271.51	$22,795.03	$5,698.76	$52,344.14	$13,086.03
	$91.46	5%	$56.28	5%	$14.07	5%	$562.84	5%	$492.49	5%							
2023/24	$1,920.69		$1,181.96		$295.49		$11,819.64		$10,342.19		$15,217.79	$13,740.34	$3,435.08	$23,934.78	$5,983.69	$54,961.34	$13,740.34
	$96.03	5%	$59.10	5%	$14.77	5%	$590.98	5%	$517.11	5%							
2025/26	$2,016.73		$1,241.06		$310.27		$12,410.63		$10,859.30		$15,978.68	$14,427.35	$3,606.84	$25,131.52	$6,282.88	$57,709.41	$14,427.35
	$100.84	5%	$62.05	5%	$15.51	5%	$620.53	5%	$542.96	5%							
2027/2028	$2,117.56		$1,303.12		$325.78		$13,031.16		$11,402.26		$16,777.61	N/A	N/A	N/A	N/A	N/A	N/A
	$105.88	5%	$65.16	5%	$16.29	5%	$651.56	5%	$570.11	5%							
2029/2030	$2,223.44		$1,368.27		$342.07		$13,682.71		$11,972.38		$17,616.50	N/A	N/A	N/A	N/A	N/A	N/A

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 SUPPLEMENTAL LETTER AGREEMENT WITH EXHIBIT "A" (SUPPLEMENTAL LOT LIST AND SPECIAL ASSESSMENT NO. 05-01 RELEASE OF LIEN AMOUNTS), EXHIBIT "B" (MCNAUGHTON ARCHITECTURAL DESIGN PLANS FOR TIMBER TRAILS RESIDENTIAL HOME PRODUCTS) AND EXHIBIT "C" (TIMBER TRAILS PLAN REVIEW PERMIT FEES AND CLOSING FEES) REGARDING THE SALE AND DEVELOPMENT OF ELEVEN LOTS WITHIN UNIT 2 OF THE TIMBER TRAILS SUBDIVISION (LOTS: 104, 147, 149, 150, 151, 152, 153, 154, 211, 212, and 214); (Seller: 1625 North Burling, LLC and Buyer/Developer: 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 held on the 15th day of December, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 15th day of December, 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 15th day of December, 2025.

_____
Edward Tymick, Village Clerk

Draft

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 1, 2025

AGENDA ITEM 12.B.

To: Board of Trustees
From: Jeff Koza, Director of Engineering Services
CC: Ellen Baer, Village Manager, Heather Valone, AICP, Director of Community Development , John Mastandona, Director of Finance
RE: (Discussion only) 2026 Professional Services Agreement with V3 Companies for Construction Observation for the Timber Trails Subdivision

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on November 18, 2025 and recommended the approval of the 2026 V3 Professional Services Agreement for the Construction Observation and Development Closeout/Acceptance Services for the Timber Trails Subdivision.

Summary

Staff is recommending retaining V3 Companies ("V3") to continue to perform plan review and construction observation services in the Timber Trails Subdivision development. V3 took on this role in February of 2023 and has performed well assisting the Village in this role.

Under the 2026 proposal, V3 will continue to perform individual lot permit/plan review and inspections, as well as the subdivision infrastructure punchlist inspection, and the expected Unit 2 infrastructure construction and closeout activities that are anticipated in 2026.

Construction observation services include oversight of public improvements being constructed within the subdivision, including roadway, curb, asphalt path, and sidewalk installation, as well as monitoring site construction for compliance with approved plans and specifications. V3 documents progress, identifies any deficiencies, and coordinates with the developer and Village staff to address issues and maintain quality throughout the site development process.

The Timber Trails developer is ultimately responsible for the construction observation costs incurred per the annexation agreement as well as plan review for each lot they develop.

The 2026 V3 proposal estimate is $275,990 using a recent build-out schedule provided to the Village by the developer. The final cost will depend on how often services are actually needed. The V3 proposal is included in the Committee agenda packet.

Financial Impact

The Village will initially pay V3 for services completed, but all costs incurred by the Village are then billed by the Village to the Timber Trails developer per the original Annexation Agreement. Funds have been included in the FY2026 budget.

Recommended Motion

I move to approve the 2026 V3 Engineering Services Agreement for the Construction Observation and Development Closeout/Acceptance Services for the Timber Trails Subdivision.

Strategic Plan Alignment

N/A

File Attachments

1. Timber Trail 2026 Task Order Update 2025 1013

October 13, 2025

Mr. Jeff Koza, P.E., CFM
Director of Engineering/Village Engineer
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: **Proposal for Professional Services**
Timber Trails Subdivision Permit/Plan Review, Punchlist Inspection and Closeout Services

Dear Mr. Koza,

In association with the on-going Timber Trails subdivision, we are submitting this task order update for calendar year 2026 to address the ongoing individual lot permit/plan review and inspections, as well as the subdivision infrastructure punchlist inspection, and the expected Unit 2 infrastructure construction and closeout activities that are anticipated in 2026.

PROJECT UNDERSTANDING

Throughout 2025 V3, in coordination with the Village, developed a punchlist of deficiencies for both Unit 1 and Unit 2 of the Timber Trails subdivision. Items related to direct Village ownership, as well as those that will be transferred to the Homeowner's Association have been included in the punchlist evaluation. On October 29, 2024 the Village, representatives of Timber Trails Development and V3 meet on site to review the deficiencies for Unit 1 that need to be repaired prior to Village acceptance. This coordination is on-going and repairs are being initiated, based on the most recent meeting with the developer on September 5, 2025.

Currently, inspections are being made on a lot-by-lot basis, as requested by the Village, utilizing the Munis reporting system, and shared with the respective builders. The Village is seeking assistance in performing the engineering reviews of Single Family/Townhome lots within the Timber Trails development, as well as maintain the lot inspections. Approximately 35 lots remain in the subdivision that review services will be needed for. It is anticipated that 20-35 lot reviews will be needed next year.

This task order combines the lot plan/permit review and inspection services, with the Unit 1 punchlist inspection and coordination, as well as inspection services for the Unit 2 public improvements for Sycamore and Basswood Courts, for which the developer has provided the attached schedule for. The work included in this task order update is for the calendar year 2026.

SCOPE OF SERVICES

This task order update seeks to continue the current agreement relating to the Timber Trails Subdivision Development Closeout/Acceptance Services, with specific clarifications due to the various work elements involved. The general extent of those services is expected to include, but may not be limited to the following:

Weekly General Development Inspection

These inspections, involving individual lot erosion control, tree protection and safety measures, will continue as previously provided and recorded with village staff and the builders.

- A minimum of one weekly site visit, to provide overall lot development monitoring, that will include photographs and a weekly report of ongoing lot development. This monitoring is being provided due to minimal communication being provided from the builders as to what activities are planned or going on at the current time.

Subdivision Plan Review & Coordination

This task will be related to all administrative efforts involved in coordinating punchlist deficiency resolution with the developer and HOA. This is a continuation of the previous work efforts to coordinate the status of development. Tasks include:

- Reviewing available reports, engineering plans (to include but not limited to site plans, spot / foundation surveys, and as-built plans), landscape plans, tree preservation plans, and plats.
- Providing ready to publish plan review comments for distribution to the builder / developer.
- Completing necessary correspondence with the builder / developer to answer questions related to published plan review comments.
- Representing the CLIENT in discussions and meetings with the developer and residents of the community.
- Providing follow-up documentation and reports for ongoing improvements within portions of the subdivision.
- Site visits and documentation as necessary.
- Continue to clarify those items to be maintained by the Village and those to be transferred and maintained by the HOA.

Punchlist Oversight

Work will be related to all services involved in oversight and approval of the developer's efforts involved in punchlist deficiency corrections and construction.

- This work will include the oversight and inspection of both Unit 1 and 2 deficiencies as developed by V3 and coordinated with the Village and developer.
- Provide inspection reports via the Munis Field Inspector app or other medium based on the determination of the client.
- Based upon notification of work by the developer, and request from the Village, provide a full- time site presence at times when we know the developer is actively working, to oversee all punchlist deficiency corrections previously agreed upon.
- Facilitate and attend meetings between V3, Village and developer/contractor.
- Provide plan interpretations as required, coordinate with Village and public works staff on current acceptable standards.
- Assist the developer and their contractor(s) with solutions to Requests for Information and material submittal approvals.
- Provide material testing and recording of materials utilized in various components, including pavement subgrade stability, aggregate compaction, HMA and PCC concrete. V3 will subcontract this work with Interra, LLC as the testing agency.
- Provide suitable documentation of performed work, including electronic photographs, GPS locations, photographic files.
- Provide recommendations to staff regarding development status and Letter of Credit reduction requests.

Unit 2 Public Improvements Inspection

The public infrastructure improvements for Basswood and Sycamore Courts have not yet been initiated by the developer in 2025, although the developer's moist recent project schedule dated October 3, 2025 (attached), reflects a start by mid-October of this year, with a 12-month duration extending into late 2026 for completion. V3 will provide site inspection of the work, excluding inspections of the sanitary sewer and water main components that remain under the jurisdiction of the LaGrange Highlands Sanitary Sewer District. The intent will be to utilize the same V3 resources providing daily/weekly checks and Unit 1 punchlist inspections.

- V3 will provide a full-time site inspector when the developer's contractor is actively working on these improvements. Our presence will be based on advance communications from the developer, and notice to proceed from the village.
- The extent of improvements, and estimated development costs were provided to the village in the May 17, 2024 Timber Trails Closeout/Acceptance document.

- Upon completion of the various scopes of public improvement work in these remaining cul-de-sacs, V3 will develop a working punchlist for the developer prior to any acceptances.
- The developer will be expected to coordinate with LaGrange Highlands Sanitary Sewer District for respective sewer and water inspections, and provide current IEPA permits to construct the improvements.
- It is likely that final surface course and restoration in parkway areas may not be complete until 2027. Any required inspection efforts will be addressed at the end of 2026.

Lot Permit/Plan Review and Inspection

V3 will provide three reviews per site. V3 will perform the reviews with data as provided by the developer. Comments will be provided on the plans and returned to the submitter. V3 will respond to resubmittals. V3 is not responsible for the as built information. The information should be provided and verified by the developer/builder as necessary. The review stages and review periods are proposed as follows:

- Site Plan – Plan will be reviewed and compared to available engineering plans and adjacent lot data provided by developer, 10 business days (max).
- Spot Review/Foundation – Plans checked against approved plans and site plan, setbacks will be checked, 2-5 business days.
- As-built – Data provided by developer will be reviewed against lot plans, 10 business days (max).

V3 will invoice twice for each lot review:

- Site plan and spot/foundation review.
- As-built review and approval.

V3 will input the data into the Village's tracking system as directed by the Village.

COMPENSATION

This agreement will be valid for 2026. A twelve- month renewal is proposed for subsequent years at the respective billing rates for that year. A Task order amendment will be submitted to the Village in November for Board approval in December of the upcoming year. Compensation will be based upon 2026 Standard Billing rates, which will be available January 2026.

Upon notice to proceed from CLIENT, V3 will provide our services on an hourly basis, for those employees engaged directly on the project; a fee based on the actual hours expended multiplied by V3's billing rates attached for each employee classification. With that in mind, we anticipate the following:

Task	Bill Group	Detail	Estimate Budget-2026 Billing Rates
Weekly General Development Inspection (hourly estimate)	X65	2 hours/week; 4 weeks/month @ 12 months: 96 hours	$21,120
		Vehicles (2 visits/week @ 0.5 EA); 24 EA @ $65	$1,530
		Estimated Budget	**$22,680**
Subdivision Plan Review & Coordination	X65.1	Estimated hourly involvement 4 hours/month; 6 months	$5,280
		Estimated Budget	**$5,280**
Punchlist Oversight (2026 estimate to be coordinated w/staff prior to starting any work)	X65.2	Required hourly oversight is dependent on work completed in 2025; +/-6 weeks duration (rates and hours per week vary)	$33,000
		Estimated Budget	**$33,000**
Unit 2 Public Improvements Inspection	X65.3	Excludes sanitary sewer and water main inspections. Estimate 80 hours/month; 7 months	$123,200
		Material Testing Services	$5,000
		Direct Costs (Vehicles) 70 days @$65/day	$4,550
2024 Punchlist Refinement and Coordination	X65.3	Estimated hourly involvement 24 hours	$5,280
		Estimated budget	**$138,030**
Lot Permit/Plan Review and Inspection	M02	Site Plan; Spot/Foundation Review	$1,700/lot
Note: Permit/Plan Review and Inspection Services to be paid on a Lump Sum Basis per lot.	M02	As-Built Review	$500/lot
		Anticipate 35 lots for an estimated 2026 cost of:	**$77,000**
		Total Timber Trails Engineering Services Budget for Calendar Year 2026	**$275,990**

V3 reserves the right to renegotiate the fee every calendar year. This fee does not include reimbursable expenses such as mileage, printing, postage, messenger service, and other similar project-related items. V3 shall be compensated 110% of reimbursable expenses. If Additional Services are required, they will be subject to a separate agreement. No additional services will be performed without prior written approval from the Village.

If the terms of this agreement are found to be satisfactory, please sign in the space provided below and return one copy to our office. V3 will initiate its services promptly upon the receipt of CLIENT's written acceptance of this proposal.

We appreciate the opportunity to present this proposal and look forward to working with Western Springs on this project.

Sincerely,

V3 COMPANIES, LTD.



Richard P. Kipp, P.E.
Senior Project Manager



Heidi E. Voirol, P.E., LEED, AP DB+C
Senior Project Manager



Kurt Corrigan, P.E.
Vice President of Municipal Services

Accepted For:

VILLAGE OF WESTERN SPRINGS

By: _____

Title: _____

Date: _____

Last Revised October 3, 2025

Project Schedule for TIMBER TRAILS U1 PUNCHLIST WORK & U2 COMPLETION

Start Date: October 11, 2024

DESCRIPTION	OCT 2024	NOV	DEC	JAN 2025	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN 2026	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT 2026
UNIT 1 PUNCHLIST																									
STORM SEWER DRAINAGE																									
Remove and Replace Structure																									
Install New Frame and Grate												xx													
Clean U1 Structures, except Siphon	xxxx		xxxx xxxx										xxxx												
Re Mortar Structures	xxxx		xxxx xxxx			xx							xxxx												
STREET LIGHTING / SIGNAGE																									
Light Pole Repairs																									
Common Area Lighting Removal												xxxx													
New Signage Foundations and Signage																									
Sign Base Repair																									
Light and Sign Pole Painting																									
Pavement Marking (stop bars)																									
WATERMAIN																									
Adjust Valve Boxes																									
Adjust Hydrants																									
SANITARY SEWER							xx																		
Sanitary Manhole Clean and Mortar																									
Replace San. Manhole Lids																									
PAVEMENT CURB AND WALKS																									
Pavement Patching													xx xx												
Path HMA Patch and Surface													xx												
Remove and Replace B6.12 Curb and Gutter													xx xx												
Remove and Replace 5" PCC Sidewalk																									
Repair / Replace Ramps to Approved ADA Standard																									
Reset brick paver crosswalks, landings																									
Hot Tar Seal Pavement Cracks N/A																									
Seal Curb Cracks																									
STORM WATER MANAGEMENT AREAS																									
Outlot B - Wet Basin Tree and Invasive weed removals																									
Outlot X - Subject to Tollway plan approval and Schedule																									
Revise Eng.U1 Plans																									
As Built U1 Plan Update																									
UNIT 2 REMAINING PUBLIC IMPROVEMENTS																									
SANITARY SEWER																									
WATERMAIN																									
STORM SEWER DRAINAGE																									
PAVEMENT CURB AND WALKS, incl. earthwork						x x x x x x x x x x x x x x																			
STREET LIGHTING / SIGNAGE																									
LANDSCAPE																									

NOTES:

1 All work is subject to weather conditions, Force Majeure, Material Shortages and Lead Times

2 Outlot X repairs and restoration are subject to Village approved Tollway improvements and ongoing Tollway design work

3 Landscape Restoration will follow each category on an ongoing basis when and where needed.

4 Outlot X acceptance shall be with Unit 2 along with the siphon and associated structures.

5 It is agreed that completion of work and documentation of completed items shall constitute approval of complaince with the approved plans and shall not require rework prior to Village acceptance of the improvements.

6 Work paused Apr, May, Jun due to serious family illness

Scheudled Work
Progress xxxx
Progress Ahead of Schedule x
Delayed Due to Weather, Materials or Lead Time

EXCESS TOP SOIL REMOVAL STARTED MID MARCH

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 1, 2025

AGENDA ITEM 13.A.

To: Board of Trustees
From: Jeff Koza, Director of Engineering Services
CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, John Mastandona, Director of Finance, Heather Valone, AICP, Director of Community Development
RE: (Discussion only) Hillgrove Avenue Improvements - Resolution of Support for Surface Transportation Program (STP) Grant Application

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on November 24, 2025 and recommended the approval of a resolution authorizing the expenditure of Village local matching funds for the Hillgrove Avenue Improvements project that may be funded through the West Central Municipal Conference (WCMC) Surface Transportation Program and approving the execution and submittal of an application for federal participation (IDOT – Surface Transportation Program) by the Village of Western Springs for the project.

Summary

The West Central Municipal Conference (WCMC) has issued a call for projects for Surface Transportation Program (STP) funding. Applications are due by December 19. STP funding is limited to roadways designated as Federal Aid Urban (FAU) routes. Village staff has evaluated eligible FAU designated roadways and believes that Hillgrove Avenue, west of Wolf Road, is the Village's best candidate for this funding opportunity.

Staff is preparing to submit an application for STP funding through WCMC for the Hillgrove Avenue Reconstruction Project. The application is being submitted for consideration in the WCMC's Fiscal Year 2030–2031 program.

The project involves improvements to Hillgrove Avenue between Wolf Road and Hampton Avenue. The preliminary project scope includes full pavement reconstruction between Central Avenue and Wolf Road and roadway rehabilitation between Central Avenue and Hampton Avenue. The portion between Grand Avenue and Wolf Road is expected to include streetscape enhancements to improve the pedestrian environment and overall corridor aesthetics. The project was outlined in the Village's Capital Infrastructure Plan as a priority project due to the various infrastructure elements that need attention.

V3 Companies is assisting Village staff with the preparation of the application, and they developed a preliminary cost estimate based on the Village's existing planning studies to

support the submittal. The current preliminary construction cost estimate for the project is $8,842,822.00. The preliminary engineering estimate for the project (Phases I Feasibility, II Design, and III Construction Oversite) is $2,835,000. These estimates are conceptual and intended solely for planning and funding application purposes. At this time, detailed engineering design has not been completed. The Village anticipates budgeting TIF funds in the 2026 Budget to complete a pre-phase I engineering planning study which would refine the proposed streetscape improvements to be included in the project.

The Village's application for STP funds will request $3,000,000 of funds as this is the maximum request. This project will require multiple grant funding applications from grant funding sources. Additional possible grant funding sources include, but are not limited to, WCMC STP funds, STP-Shared Fund, Illinois Transportation Enhancement Program (ITEP), Invest in Cook. The Village will fund local match requirements through appropriate funds.

WCMC requires a board resolution in support of the project to ensure that, if selected, they can have confidence the applicant will move forward with the project. The resolution does indicate the Village will fund the local match for the project, however each budget year the Village Board will decide if funds will be allocated to the project through the annual budget approval process.

In order to meet the grant application deadline, staff is recommending Village Board approval of the application's resolution of support at the December 15, 2025 Village Board meeting. This action will allow the Village to pursue federal funding and advance the project through the regional programming process.

Financial Impact

If the project is selected for funding by WCMC it would not proceed to construction until 2030 at the earliest. Funds would be budgeted in the future fiscal year budgets from various Funds.

Recommended Motion

I move to approve a resolution authorizing the approval of the expenditure of Village local matching funds for the Hillgrove Avenue Improvements project that may be funded through the West Central Municipal Conference Surface Transportation Program and approving the execution and submittal of an application for federal participation (IDOT – Surface Transportation Program) by the Village of Western Springs for the project.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Exhibit A - Resolution No. 25-____ Hillgrove STP grant application (DRAFT)
2. Exhibit B - Hillgrove Project Location Map
3. Exhibit C - Preliminary Cost Estimate

DRAFT 11.21.2025
RESOLUTION NO. 25-????

VOTE:
AYES:_____
NAYS:_____
ABSTAIN:_____
ABSENT: _____
DATE: December 1, 2025.
OTHER: _____.

A RESOLUTION AUTHORIZING THE APPROVAL, EXECUTION AND SUBMITTAL OF AN APPLICATION FOR FEDERAL PARTICIPATION (WEST CENTRAL MUNICIPAL CONFERENEC - SURFACE TRANSPORTATION PROGRAM - LOCAL) FOR THE HILLGROVE AVENUE IMPROVEMENTS PROJECT (HILLGROVE AVENUE, HAMPTON AVENUE TO WOLF ROAD) BY THE VILLAGE OF WESTERN SPRINGS AND AUTHORIZING THE USE OF VILLAGE FUNDS FOR THE PROJECT AND AUTHORIZING THE EXPENDITURE OF VILLAGE MATCHING FUNDS FOR THE PROJECT.

WHEREAS, the Village of Western Springs (the "Village") desires to make certain improvements to streets within the Village by completing the Hillgrove Avenue Improvements Project (Hillgrove Avenue from Hampton Avenue to Wolf Road) (the "Project"); and

WHEREAS, the cost of the Project will necessitate the use of federal funds; and

WHEREAS, the federal fund source requires a match of local funds to be provided by the Village; and

WHEREAS, the estimated total “Costs" for the Project, which include Preliminary Construction and Phase I, II, and III Engineering Estimates, total $11,678,822.00. If Project funding is awarded to the Village by the State of Illinois, through the Illinois Department of Transportation ("IDOT") as part of the federal Surface Transportation Program ("STP"), as facilitated by the West Central Municipal Conference's Surface Transportation Program (the "WCMC"), it will be at a level of 80% of the participating Costs, but not to exceed an amount equal to $3,000,000.00 ("Maximum STP Project Funding Contribution"); and

WHEREAS, if Project funding is awarded STP funds by the WCMC, the President and Board of Trustees of the Village of Western Springs (the "Village Board") agree to pursue and secure additional funds required to pay the balance of the project costs. These funds will likely be a combination of Village corporate funds and outside agency grant funds to cover the balance of the project Costs which is estimated to be $8,678,822.00 ("Village Local Matching Project Funding Contribution"), and further agrees to pursue and secure additional funds to pay for all Project costs that exceed the Maximum STP Project Funding Contribution; and

WHEREAS, the Village Board further authorizes and directs the Village Manager, or their designee, to submit this Resolution and to execute and submit any other necessary documents, including any application, to the WCMC, IDOT or any other required agency (collectively known as the "Application"); and

WHEREAS, at an open public meeting held on November 24, 2025, the Public Works and Water Committee (the "Committee") reviewed the matters set forth in the above WHEREAS paragraphs and

received input from the Village staff and provided an opportunity for public input, and then the Committee favorably recommended that the Village Board approve this Resolution in order to authorize the payment of the Village Local Matching Project Funding Contribution, if the Project funding in the amount of the Maximum STP Project Funding Contribution is awarded by IDOT as part of the STP, and direct the Village Manager, or their designee, to submit this Resolution and the Application to apply for Project funding from IDOT through the STP (the "Committee Recommendation"); and

WHEREAS, at open public meeting held on December 1, 2025, the President and Board of Trustees of the Village reviewed and discussed the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input. At its December 1, 2025 meeting, the President and Board of Trustees of the Village of Western Springs accepted the Committee Recommendation; and

WHEREAS, the President and Board of Trustees of the Village are authorized, under the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties and Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), to approve this Resolution in order to authorize the payment of the Village Local Matching Project Funding Contribution, if the Project funding in the amount of the Maximum STP Project Funding Contribution is awarded by IDOT as part of the STP, and direct the Village Manager, or their designee, to submit this Resolution and the Application to apply for Project funding from IDOT through the STP, and find that such action is protective of the health, safety and welfare of and in the best interests of the Village, its residents, property owners, businesses and the public.

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

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

Section 2: Appropriation and Authorization of Expenditure of Village Funds. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the payment of the Village Local Matching Project Funding Contribution if the Project funding in the amount of the Maximum STP Project Funding Contribution is awarded by IDOT as part of the STP.

Section 3: Authorization, Execution and Submittal of Application. The President and Board of Trustees of the Village of Western Springs authorize and direct the Village Manager, or their designee, to submit a certified copy of this Resolution and to execute and submit any other necessary documents, including any application, to the WCMC and IDOT to apply for Project funding from IDOT through the STP.

Section 4: Effective Date. This Resolution shall be in full force and effect from and after its approval and adoption in the manner provided by law.

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 1st day of December, 2025 and approved by me as Village President on the same day, and attested by the Village Clerk on the same day.

_____
Heidi Rudolph, Village President

ATTEST:

_____
Edward Tymick, Village Clerk

Exhibit "A"

Draft WCMC STP Funding Application – Hillgrove Avenue Improvements

(attached)

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

CLERK'S CERTIFICATE

I, Edward Tymick, the duly elected and qualified 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, EXECUTION AND SUBMITTAL OF AN APPLICATION FOR FEDERAL PARTICIPATION (WEST CENTRAL MUNICIPAL CONFERENEC - SURFACE TRANSPORTATION PROGRAM - LOCAL) FOR THE HILLGROVE AVENUE IMPROVEMENTS PROJECT (HILLGROVE AVENUE, HAMPTON AVENUE TO WOLF ROAD) BY THE VILLAGE OF WESTERN SPRINGS AND AUTHORIZING THE USE OF VILLAGE FUNDS FOR THE PROJECT AND AUTHORIZING THE EXPENDITURE OF VILLAGE MATCHING FUNDS FOR THE PROJECT. which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 1st day of December, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 1st day of December, 2025.

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

AYES:_____

NAYS:_____

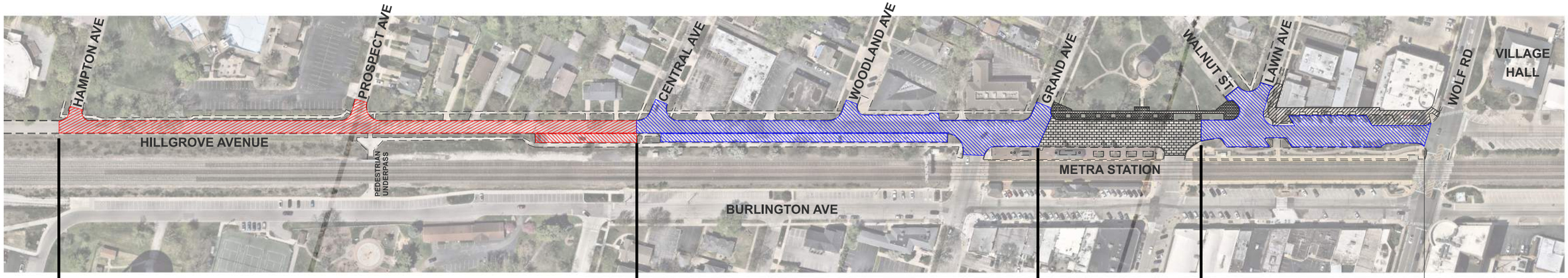
ABSENT:_____

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

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

_____
Edward Tymick, Village Clerk

SEAL



1150' | 800' | 325' | 445'

1.0

MILL AND OVERLAY

$271,000 CONSTRUCTION COST

2.0

ROADWAY RECONSTRUCTION
INFRASTRUCTURE REPAIRS AND REPLACEMENT
PEDESTRIAN ENHANCEMENTS

$2.5M CONSTRUCTION COST

3.0

STREETSCAPE, PEDESTRIAN, PLAZA, AND INFRASTRUCTURE ENHANCEMENTS

$3.7M CONSTRUCTION COST

4.0

STREETSCAPE, PEDESTRIAN, AND INFRASTRUCTURE ENHANCEMENTS

$2.3M CONSTRUCTION COST

N

100 0 100 200
1"=100'
SCALE FEET

MODEL: Default
FILE NAME: Y:\Proposals & SOO's_Grants\Grant Applications\STP-LUFFY 2027-2031\Western Springs_Submittal Materials\Exhibits\Hillgrove-design.dgn

V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
630 724 9200 phone
www.v3co.com

USER NAME = lyanisch	DESIGNED -	REVISED -	REVISED -
	DRAWN -	REVISED -	REVISED -
PLOT SCALE = $SCALE$	CHECKED -	REVISED -	REVISED -
PLOT DATE = 11/17/2025	DATE -	REVISED -	REVISED -

HILLGROVE AVENUE ROADWAY AND STREETSCAPE IMPROVEMENTS
VILLAGE OF WESTERN SPRINGS ILLINOIS

PROJECT LOCATION MAP

COUNTY	TOTAL SHEETS	SHEET NO.
COOK	1	1

COST ESTIMATE
Hillgrove Avenue Improvements
Hampton Avenue to Central avenue (Mill and Overlay)
Village of Western Springs, Illinois

Prepared By: **V3 Companies**
11/19/2025

1.0	REMOVALS				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	EARTH EXCAVATION	CU YD	0	$ 50.00	$ -
	TREE REMOVAL (LARGE TREES NORTH PARKWAY)	EACH	0	$ 1,000.00	$ -
	PAVEMENT REMOVAL	SQ YD	0	$ 15.00	$ -
	COMBINATION CURB AND GUTTER REMOVAL	FOOT	250	$ 15.00	$ 3,750.00
	BRICK PAVER REMOVAL	SQ FT	0	$ 5.00	$ -
	SIDEWALK REMOVAL	SQ FT	850	$ 5.00	$ 4,250.00
	RAISED BRICK PLANTER BED REMOVAL	FOOT	0	$ 10.00	$ -
	PAVEMENT MILLING	SQ YD	3,693	$ 6.00	$ 22,158.00
				SUB-TOTAL =	**$ 30,158.00**
2.0	**ROADWAY IMPROVEMENTS**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	MOUNTABLE CURB AND GUTTER	LF	0	$ 40.00	$ -
	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	LF	250	$ 40.00	$ 10,000.00
	HMA RESURFACING	SQ YD	3693	$ 30.00	$ 110,790.00
	HMA FULL DEPTH PAVEMENT (INCLUDES 12" AGGREGATE BASE)	SQ YD	0	$ 150.00	$ -
	ROADWAY PAVEMENT MARKING	LSUM	0	$ 500.00	$ -
	PCC SIDEWALK, 5" (INCLUDES 4" AGGREGATE BASE)	SQ FT	850	$ 20.00	$ 17,000.00
	DECORATIVE PCC SIDEWALK (INCLUDES 4" AGGREGATE BASE)	SQ FT	0	$ 30.00	$ -
	BRICK PAVER ROADWAY & CROSSWALKS (INCLUDES 8" PCC BASE)	SQ FT	0	$ 65.00	$ -
	BRICK PAVER SIDEWALK (INCLUDES 6" PCC BASE)	SQ FT	0	$ 55.00	$ -
	REMOVABLE BOLLARDS	EACH	0	$ 2,000.00	$ -
				SUB-TOTAL =	**$ 137,790.00**
3.0	**ELECTRICAL / LIGHTING**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	CATENARY SUPPORT POLES	EACH	0	$ 2,000.00	$ -
	CATENARY LIGHTING	FOOT	0	$ 50.00	$ -
	ILLUMINATED PERGOLA (LIGHT CEILING)	EACH	0	$ 150,000.00	$ -
	ELECTRICAL LIGHTING SERVICE / WIRING / CONNECTIONS	LSUM	0	$ 50,000.00	$ -
				SUB-TOTAL =	**$ -**
4.0	**LANDSCAPING DECORATIVE FEATURES**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	PLANTINGS, SOD, SHRUBS, ETC.	LSUM	0	$ 20,000.00	$ -
	TREE	EACH	0	$ 1,000.00	$ -
	ILLUMINATED GATEWAY MONUMENTS (TOP AND LAMPS)	EACH	0	$ 70,000.00	$ -
	STRUCTURAL SOIL	CU YD	0	$ 200.00	$ -
	PLANTING URN	EACH	0	$ 2,500.00	$ -
	BENCHES	EACH	0	$ 1,500.00	$ -
	SEAT WALLS	FOOT	0	$ 1,200.00	$ -
	OUTDOOR DINING AREA (TRELLIS STRUCTURE AND SEATING), 750 SQ FT I	EACH	0	$ 25,000.00	$ -
	RAISED BRICK LANDSCAPE BEDS COMPLETE	EACH	0	$ 5,000.00	$ -
				SUB-TOTAL =	**$ -**
5.0	**INCIDENTAL CONSTRUCTION**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	STORMWATER AND DRAINAGE IMPROVEMENTS	LSUM	1	$ 25,000.00	$ 25,000.00
	WATERMAIN REPLACEMENT	LSUM	0	$ 500,000.00	$ -
	SANITARY SEWER REPLACEMENT	LSUM	0	$ 250,000.00	$ -
	UTILITY ADJUSTMENTS	LSUM	1	$ 10,000.00	$ 10,000.00
	RAILROAD COORDINATION / PERMIT / INSURANCE	LSUM	0	$ 50,000.00	$ -
				SUB-TOTAL =	**$ 35,000.00**

COST ESTIMATE
Hillgrove Avenue Improvements
Hampton Avenue to Central avenue (Mill and Overlay)
Village of Western Springs, Illinois

Prepared By: **V3 Companies**
11/19/2025

				SUB-TOTAL (1-5) =	**$ 202,948.00**
6.0	**CONSTRUCTION LAYOUT:** (2% SUBTOTAL (1-5))	LSUM	1	$ 5,000.00	$ 5,000.00
7.0	**MOBILIZATION:** (5% SUBTOTAL (1-5))	LSUM	1	$ 11,000.00	$ 11,000.00
8.0	**MAINTENANCE OF TRAFFIC:** (3% SUBTOTAL (1-5))	LSUM	1	$ 7,000.00	$ 7,000.00
				SUB-TOTAL (6-8) =	**$ 23,000.00**
				CONSTRUCTION COST SUB-TOTAL=	**$ 225,948.00**
9.0	**CONTINGENCIES:** (20% OF CONSTRUCTION COST SUB-TOTAL)				$ 45,189.60
				TOTAL CONSTRUCTION COST =	**$ 271,137.60**

10.0	**PHASE I ENGINEERING** (10% OF TOTAL CONSTRUCTION COST):	LSUM	1	$ 28,000.00	$ 28,000.00
11.0	**PHASE II ENGINEERING** (10% OF TOTAL CONSTRUCTION COST):	LSUM	1	$ 28,000.00	$ 28,000.00
12.0	**PHASE III ENGINEERING** (12% OF TOTAL CONSTRUCTION COST):	LSUM	1	$ 33,000.00	$ 33,000.00
				TOTAL ENGINEERING COST =	**$ 89,000.00**

STP-L FED / LOCAL SHARE SUMMARY	
TOTAL STP-L REQUEST (CONSTRUCTION) =	**$ 271,137.60**
STP-L Fed Share (80%)	**$ 216,910.00**
STP-L Local Share (20%)	**$ 54,227.60**
100% Local Funding (PH 1 ENG, PH 2 ENG, PH 3 ENG) =	**$ 89,000.00**

COST ESTIMATE
Hillgrove Avenue Improvements
Central Avenue to Grand Avenue (Reconstruction)
Village of Western Springs, Illinois

Prepared By: **V3 Companies**
11/19/2025

1.0	REMOVALS				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	EARTH EXCAVATION	CU YD	745	$ 50.00	$ 37,250.00
	TREE REMOVAL (LARGE TREES NORTH PARKWAY)	EACH	0	$ 1,000.00	$ -
	PAVEMENT REMOVAL	SQ YD	4,462	$ 15.00	$ 66,930.00
	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2,313	$ 15.00	$ 34,695.00
	BRICK PAVER REMOVAL	SQ FT	0	$ 5.00	$ -
	SIDEWALK REMOVAL	SQ FT	975	$ 5.00	$ 4,875.00
	RAISED BRICK PLANTER BED REMOVAL	FOOT	0	$ 10.00	$ -
	PAVEMENT MILLING	SQ YD	0	$ 6.00	$ -
				SUB-TOTAL =	**$ 143,750.00**
2.0	**ROADWAY IMPROVEMENTS**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	MOUNTABLE CURB AND GUTTER	LF	771	$ 40.00	$ 30,840.00
	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	LF	1,542	$ 40.00	$ 61,680.00
	HMA RESURFACING	SQ YD	0	$ 30.00	$ -
	HMA FULL DEPTH PAVEMENT (INCLUDES 12" AGGREGATE BASE)	SQ YD	4462	$ 150.00	$ 669,300.00
	ROADWAY PAVEMENT MARKING	LSUM	1	$ 500.00	$ 500.00
	PCC SIDEWALK, 5" (INCLUDES 4" AGGREGATE BASE)	SQ FT	975	$ 20.00	$ 19,500.00
	DECORATIVE PCC SIDEWALK (INCLUDES 4" AGGREGATE BASE)	SQ FT	0	$ 30.00	$ -
	BRICK PAVER ROADWAY & CROSSWALKS (INCLUDES 8" PCC BASE)	SQ FT	0	$ 65.00	$ -
	BRICK PAVER SIDEWALK (INCLUDES 6" PCC BASE)	SQ FT	0	$ 55.00	$ -
	REMOVABLE BOLLARDS	EACH	0	$ 2,000.00	$ -
				SUB-TOTAL =	**$ 781,820.00**
3.0	**ELECTRICAL / LIGHTING**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	CATENARY SUPPORT POLES	EACH	0	$ 2,000.00	$ -
	CATENARY LIGHTING	FOOT	0	$ 50.00	$ -
	ILLUMINATED PERGOLA (LIGHT CEILING)	EACH	0	$ 150,000.00	$ -
	ELECTRICAL LIGHTING SERVICE / WIRING / CONNECTIONS	LSUM	0	$ 50,000.00	$ -
				SUB-TOTAL =	**$ -**
4.0	**LANDSCAPING DECORATIVE FEATURES**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	PLANTINGS, SOD, SHRUBS, ETC.	LSUM	0	$ 20,000.00	$ -
	TREE	EACH	0	$ 1,000.00	$ -
	ILLUMINATED GATEWAY MONUMENTS (TOP AND LAMPS)	EACH	0	$ 70,000.00	$ -
	STRUCTURAL SOIL	CU YD	0	$ 200.00	$ -
	PLANTING URN	EACH	0	$ 2,500.00	$ -
	BENCHES	EACH	0	$ 1,500.00	$ -
	SEAT WALLS	FOOT	0	$ 1,200.00	$ -
	OUTDOOR DINING AREA (TRELLIS STRUCTURE AND SEATING), 750 SQ FT I	EACH	0	$ 25,000.00	$ -
	RAISED BRICK LANDSCAPE BEDS COMPLETE	EACH	0	$ 5,000.00	$ -
				SUB-TOTAL =	**$ -**
5.0	**INCIDENTAL CONSTRUCTION**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	STORMWATER AND DRAINAGE IMPROVEMENTS	LSUM	1	$ 200,000.00	$ 200,000.00
	WATERMAIN REPLACEMENT	LSUM	1	$ 500,000.00	$ 500,000.00
	SANITARY SEWER REPLACEMENT	LSUM	1	$ 250,000.00	$ 250,000.00
	UTILITY ADJUSTMENTS	LSUM	1	$ 45,000.00	$ 45,000.00
	RAILROAD COORDINATION / PERMIT / INSURANCE	LSUM	0	$ 50,000.00	$ -
				SUB-TOTAL =	**$ 995,000.00**

COST ESTIMATE
Hillgrove Avenue Improvements
Central Avenue to Grand Avenue (Reconstruction)
Village of Western Springs, Illinois

Prepared By: **V3 Companies**
11/19/2025

					SUB-TOTAL (1-5) =	**$ 1,920,570.00**
6.0	**CONSTRUCTION LAYOUT:** (2% SUBTOTAL (1-5))	LSUM	1	$ 39,000.00	$	39,000.00
7.0	**MOBILIZATION:** (5% SUBTOTAL (1-5))	LSUM	1	$ 97,000.00	$	97,000.00
8.0	**MAINTENANCE OF TRAFFIC:** (3% SUBTOTAL (1-5))	LSUM	1	$ 58,000.00	$	58,000.00
					SUB-TOTAL (6-8) =	**$ 194,000.00**
					CONSTRUCTION COST SUB-TOTAL=	**$ 2,114,570.00**
9.0	**CONTINGENCIES:** (20% OF CONSTRUCTION COST SUB-TOTAL)				$	422,914.00
					TOTAL CONSTRUCTION COST =	**$ 2,537,484.00**

10.0	**PHASE I ENGINEERING** (10% OF TOTAL CONSTRUCTION COST):	LSUM	1	$ 254,000.00	$	254,000.00
11.0	**PHASE II ENGINEERING** (10% OF TOTAL CONSTRUCTION COST):	LSUM	1	$ 254,000.00	$	254,000.00
12.0	**PHASE III ENGINEERING** (12% OF TOTAL CONSTRUCTION COST):	LSUM	1	$ 305,000.00	$	305,000.00
					TOTAL ENGINEERING COST =	**$ 813,000.00**

STP-L FED / LOCAL SHARE SUMMARY		
	TOTAL STP-L REQUEST (CONSTRUCTION) =	**$ 2,537,484.00**
	STP-L Fed Share (80%)	**$ 2,029,987.00**
	STP-L Local Share (20%)	**$ 507,497.00**
	100% Local Funding (PH 1 ENG, PH 2 ENG, PH 3 ENG) =	**$ 813,000.00**

COST ESTIMATE
Hillgrove Avenue Improvements **Prepared By:** **V3 Companies**
Grand Avenue to Walnut Street (Reconstruction, Pedestrian Enhancements, and Plaza **11/19/2025**
Village of Western Springs, Illinois

1.0	**REMOVALS**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	EARTH EXCAVATION	CU YD	425	$ 50.00	$ 21,250.00
	TREE REMOVAL (LARGE TREES NORTH PARKWAY)	EACH	5	$ 1,000.00	$ 5,000.00
	PAVEMENT REMOVAL	SQ YD	1,597	$ 15.00	$ 23,955.00
	COMBINATION CURB AND GUTTER REMOVAL	FOOT	775	$ 15.00	$ 11,625.00
	BRICK PAVER REMOVAL	SQ FT	2,950	$ 5.00	$ 14,750.00
	SIDEWALK REMOVAL	SQ FT	2,835	$ 5.00	$ 14,175.00
	RAISED BRICK PLANTER BED REMOVAL	FOOT	260	$ 10.00	$ 2,600.00
	PAVEMENT MILLING	SQ YD	350	$ 6.00	$ 2,100.00
				SUB-TOTAL =	**$ 95,455.00**
2.0	**ROADWAY IMPROVEMENTS**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	MOUNTABLE CURB AND GUTTER	LF	775	$ 40.00	$ 31,000.00
	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	LF	0	$ 40.00	$ -
	HMA RESURFACING	SQ YD	350	$ 30.00	$ 10,500.00
	HMA FULL DEPTH PAVEMENT (INCLUDES 12" AGGREGATE BASE)	SQ YD	0	$ 150.00	$ -
	ROADWAY PAVEMENT MARKING	LSUM	1	$ 500.00	$ 500.00
	PCC SIDEWALK, 5" (INCLUDES 4" AGGREGATE BASE)	SQ FT	0	$ 20.00	$ -
	DECORATIVE PCC SIDEWALK (INCLUDES 4" AGGREGATE BASE)	SQ FT	2,820	$ 30.00	$ 84,600.00
	BRICK PAVER ROADWAY & CROSSWALKS (INCLUDES 8" PCC BASE)	SQ FT	14,375	$ 65.00	$ 934,375.00
	BRICK PAVER SIDEWALK (INCLUDES 6" PCC BASE)	SQ FT	6,215	$ 55.00	$ 341,825.00
	REMOVABLE BOLLARDS	EACH	21	$ 3,500.00	$ 73,500.00
				SUB-TOTAL =	**$ 1,476,300.00**
3.0	**ELECTRICAL / LIGHTING**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	CATENARY SUPPORT POLES	EACH	6	$ 7,500.00	$ 45,000.00
	CATENARY LIGHTING	FOOT	500	$ 50.00	$ 25,000.00
	ILLUMINATED PERGOLA (LIGHT CEILING)	EACH	1	$ 150,000.00	$ 150,000.00
	ELECTRICAL LIGHTING SERVICE / WIRING / CONNECTIONS	LSUM	1	$ 50,000.00	$ 50,000.00
				SUB-TOTAL =	**$ 270,000.00**
4.0	**LANDSCAPING DECORATIVE FEATURES**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	PLANTINGS, SOD, SHRUBS, ETC.	LSUM	1	$ 20,000.00	$ 20,000.00
	TREE	EACH	18	$ 1,000.00	$ 18,000.00
	ILLUMINATED GATEWAY MONUMENTS (TOP AND LAMPS)	EACH	4	$ 70,000.00	$ 280,000.00
	STRUCTURAL SOIL	CU YD	250	$ 200.00	$ 50,000.00
	PLANTING URN	EACH	8	$ 2,500.00	$ 20,000.00
	BENCHES	EACH	0	$ 1,500.00	$ -
	SEAT WALLS	FOOT	0	$ 1,200.00	$ -
	OUTDOOR DINING AREA (TRELLIS STRUCTURE AND SEATING), 750 SQ FT I	EACH	0	$ 25,000.00	$ -
	RAISED BRICK LANDSCAPE BEDS COMPLETE	EACH	12	$ 5,000.00	$ 60,000.00
				SUB-TOTAL =	**$ 448,000.00**
5.0	**INCIDENTAL CONSTRUCTION**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	STORMWATER AND DRAINAGE IMPROVEMENTS	LSUM	1	$ 100,000.00	$ 100,000.00
	WATERMAIN REPLACEMENT	LSUM	1	$ 250,000.00	$ 250,000.00
	SANITARY SEWER REPLACEMENT	LSUM	1	$ 125,000.00	$ 125,000.00
	UTILITY ADJUSTMENTS	LSUM	1	$ 45,000.00	$ 45,000.00
	RAILROAD COORDINATION / PERMIT / INSURANCE	LSUM	1	$ 50,000.00	$ 50,000.00
				SUB-TOTAL =	**$ 570,000.00**

COST ESTIMATE
Hillgrove Avenue Improvements **Prepared By:** **V3 Companies**
Grand Avenue to Walnut Street (Reconstruction, Pedestrian Enhancements, and Plaza **11/19/2025**
Village of Western Springs, Illinois

				SUB-TOTAL (1-5) =	**$ 2,859,755.00**
6.0	**CONSTRUCTION LAYOUT:** (2% SUBTOTAL (1-5))	LSUM	1	$ 58,000.00	$ 58,000.00
7.0	**MOBILIZATION:** (5% SUBTOTAL (1-5))	LSUM	1	$ 143,000.00	$ 143,000.00
8.0	**MAINTENANCE OF TRAFFIC:** (3% SUBTOTAL (1-5))	LSUM	1	$ 86,000.00	$ 86,000.00
				SUB-TOTAL (6-8) =	**$ 287,000.00**
				CONSTRUCTION COST SUB-TOTAL=	**$ 3,146,755.00**
9.0	**CONTINGENCIES:** (20% OF CONSTRUCTION COST SUB-TOTAL)				$ 629,351.00
				TOTAL CONSTRUCTION COST =	**$ 3,776,106.00**

10.0	**PHASE I ENGINEERING** (10% OF TOTAL CONSTRUCTION COST):	LSUM	1	$ 378,000.00	$ 378,000.00
11.0	**PHASE II ENGINEERING** (10% OF TOTAL CONSTRUCTION COST):	LSUM	1	$ 378,000.00	$ 378,000.00
12.0	**PHASE III ENGINEERING** (12% OF TOTAL CONSTRUCTION COST):	LSUM	1	$ 454,000.00	$ 454,000.00
				TOTAL ENGINEERING COST =	**$ 1,210,000.00**

STP-L FED / LOCAL SHARE SUMMARY	
TOTAL STP-L REQUEST (CONSTRUCTION) =	**$ 3,776,106.00**
STP-L Fed Share (80%)	**$ 3,020,885.00**
STP-L Local Share (20%)	**$ 755,221.00**
100% Local Funding (PH 1 ENG, PH 2 ENG, PH 3 ENG) =	**$ 1,210,000.00**

COST ESTIMATE
Hillgrove Avenue Improvements **Prepared By:** **V3 Companies**
Walnut Street to Wolf Road (Reconstruction, Streetscape, and Pedestrian Enhanceme **11/19/2025**
Village of Western Springs, Illinois

1.0	REMOVALS				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	EARTH EXCAVATION	CU YD	500	$ 50.00	$ 25,000.00
	TREE REMOVAL (LARGE TREES NORTH PARKWAY)	EACH	0	$ 1,000.00	$ -
	PAVEMENT REMOVAL	SQ YD	3,148	$ 15.00	$ 47,220.00
	COMBINATION CURB AND GUTTER REMOVAL	FOOT	565	$ 15.00	$ 8,475.00
	BRICK PAVER REMOVAL	SQ FT	0	$ 5.00	$ -
	SIDEWALK REMOVAL	SQ FT	6,550	$ 5.00	$ 32,750.00
	RAISED BRICK PLANTER BED REMOVAL	FOOT	0	$ 10.00	$ -
	PAVEMENT MILLING	SQ YD	0	$ 6.00	$ -
				SUB-TOTAL =	**$ 113,445.00**
2.0	**ROADWAY IMPROVEMENTS**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	MOUNTABLE CURB AND GUTTER	LF	0	$ 40.00	$ -
	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	LF	565	$ 40.00	$ 22,600.00
	HMA RESURFACING	SQ YD	0	$ 30.00	$ -
	HMA FULL DEPTH PAVEMENT (INCLUDES 12" AGGREGATE BASE)	SQ YD	3148	$ 150.00	$ 472,200.00
	ROADWAY PAVEMENT MARKING	LSUM	1	$ 500.00	$ 500.00
	PCC SIDEWALK, 5" (INCLUDES 4" AGGREGATE BASE)	SQ FT	9,500	$ 20.00	$ 190,000.00
	DECORATIVE PCC SIDEWALK (INCLUDES 4" AGGREGATE BASE)	SQ FT	0	$ 30.00	$ -
	BRICK PAVER ROADWAY & CROSSWALKS (INCLUDES 8" PCC BASE)	SQ FT	0	$ 65.00	$ -
	BRICK PAVER SIDEWALK (INCLUDES 6" PCC BASE)	SQ FT	0	$ 55.00	$ -
	REMOVABLE BOLLARDS	EACH	0	$ 2,000.00	$ -
				SUB-TOTAL =	**$ 685,300.00**
3.0	**ELECTRICAL / LIGHTING**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	CATENARY SUPPORT POLES	EACH	6	$ 2,000.00	$ 12,000.00
	CATENARY LIGHTING	FOOT	500	$ 50.00	$ 25,000.00
	ILLUMINATED PERGOLA (LIGHT CEILING)	EACH	0	$ 150,000.00	$ -
	ELECTRICAL LIGHTING SERVICE / WIRING / CONNECTIONS	LSUM	1	$ 50,000.00	$ 50,000.00
				SUB-TOTAL =	**$ 87,000.00**
4.0	**LANDSCAPING DECORATIVE FEATURES**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	PLANTINGS, SOD, SHRUBS, ETC.	LSUM	1	$ 20,000.00	$ 20,000.00
	TREE	EACH	5	$ 1,000.00	$ 5,000.00
	ILLUMINATED GATEWAY MONUMENTS (TOP AND LAMPS)	EACH	0	$ 70,000.00	$ -
	STRUCTURAL SOIL	CU YD	450	$ 200.00	$ 90,000.00
	PLANTING URN	EACH	2	$ 2,500.00	$ 5,000.00
	BENCHES	EACH	6	$ 1,500.00	$ 9,000.00
	SEAT WALLS	FOOT	120	$ 1,200.00	$ 144,000.00
	OUTDOOR DINING AREA (TRELLIS STRUCTURE AND SEATING), 750 SQ FT I	EACH	3	$ 25,000.00	$ 75,000.00
	RAISED BRICK LANDSCAPE BEDS COMPLETE	EACH	0	$ 5,000.00	$ -
				SUB-TOTAL =	**$ 348,000.00**
5.0	**INCIDENTAL CONSTRUCTION**				
	DESCRIPTION	**UNIT**	**TOTAL QTY**	**UNIT PRICE**	**TOTAL COST**
	STORMWATER AND DRAINAGE IMPROVEMENTS	LSUM	1	$ 60,000.00	$ 60,000.00
	WATERMAIN REPLACEMENT	LSUM	1	$ 250,000.00	$ 250,000.00
	SANITARY SEWER REPLACEMENT	LSUM	1	$ 125,000.00	$ 125,000.00
	UTILITY ADJUSTMENTS	LSUM	1	$ 40,000.00	$ 40,000.00
	RAILROAD COORDINATION / PERMIT / INSURANCE	LSUM	0	$ 50,000.00	$ -
				SUB-TOTAL =	**$ 475,000.00**

COST ESTIMATE
Hillgrove Avenue Improvements **Prepared By:** **V3 Companies**
Walnut Street to Wolf Road (Reconstruction, Streetscape, and Pedestrian Enhanceme **11/19/2025**
Village of Western Springs, Illinois

					SUB-TOTAL (1-5) =	**$ 1,708,745.00**
6.0	**CONSTRUCTION LAYOUT:** (2% SUBTOTAL (1-5))	LSUM	1	$ 35,000.00	$	35,000.00
7.0	**MOBILIZATION:** (5% SUBTOTAL (1-5))	LSUM	1	$ 86,000.00	$	86,000.00
8.0	**MAINTENANCE OF TRAFFIC:** (3% SUBTOTAL (1-5))	LSUM	1	$ 52,000.00	$	52,000.00
					SUB-TOTAL (6-8) =	**$ 173,000.00**
					CONSTRUCTION COST SUB-TOTAL=	**$ 1,881,745.00**
9.0	**CONTINGENCIES:** (20% OF CONSTRUCTION COST SUB-TOTAL)				$	376,349.00
					TOTAL CONSTRUCTION COST =	**$ 2,258,094.00**

10.0	**PHASE I ENGINEERING** (10% OF TOTAL CONSTRUCTION COST):	LSUM	1	$ 226,000.00	$	226,000.00
11.0	**PHASE II ENGINEERING** (10% OF TOTAL CONSTRUCTION COST):	LSUM	1	$ 226,000.00	$	226,000.00
12.0	**PHASE III ENGINEERING** (12% OF TOTAL CONSTRUCTION COST):	LSUM	1	$ 271,000.00	$	271,000.00
					TOTAL ENGINEERING COST =	**$ 723,000.00**

STP-L FED / LOCAL SHARE SUMMARY		
TOTAL STP-L REQUEST (CONSTRUCTION) =		**$ 2,258,094.00**
	STP-L Fed Share (80%)	**$ 1,806,475.00**
	STP-L Local Share (20%)	**$ 451,619.00**
	100% Local Funding (PH 1 ENG, PH 2 ENG, PH 3 ENG) =	**$ 723,000.00**

COST ESTIMATE
Hillgrove Avenue Improvements
Overall Project Summary
Village of Western Springs, Illinois

Prepared By: V3 Companies
11/19/2025

1.0	Hampton Avenue to Central avenue (Mill and Overlay)		
	TOTAL CONSTRUCTION COST =	$	271,137.60
	TOTAL ENGINEERING COST =	$	89,000.00
2.0	Central Avenue to Grand Avenue (Reconstruction)		
	TOTAL CONSTRUCTION COST =	$	2,537,484.00
	TOTAL ENGINEERING COST =	$	813,000.00
3.0	Grand Avenue to Walnut Street (Reconstruction, Pedestrian Enhancements, and Plaza)		
	TOTAL CONSTRUCTION COST =	$	3,776,106.00
	TOTAL ENGINEERING COST =	$	1,210,000.00
4.0	Walnut Street to Wolf Road (Reconstruction, Streetscape, and Pedestrian Enhancements)		
	TOTAL CONSTRUCTION COST =	$	2,258,094.00
	TOTAL ENGINEERING COST =	$	723,000.00

5.0	Overall Project Cost (Sum 1-4)		
	TOTAL CONSTRUCTION COST =	$	8,842,821.60
	TOTAL ENGINEERING COST =	$	2,835,000.00

STP-L FED / LOCAL SHARE SUMMARY			
TOTAL STP-L REQUEST (CONSTRUCTION) =		$	8,842,821.60
	STP-L Fed Share (80%)	$	7,074,257.00
	STP-L Local Share (20%)	$	1,768,564.60
	100% Local Funding (PH 1 ENG, PH 2 ENG, PH 3 ENG) =	$	2,835,000.00

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 1, 2025

AGENDA ITEM 13.B.

To: Board of Trustees
From: Jeff Koza, Director of Engineering Services
CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services
RE: (Discussion only) Woodland Avenue Reconstruction Project - Recommendation of Contract Award to G & M Cement Construction

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on November 24, 2025 and recommended the award of a contract for the Woodland Avenue Reconstruction Project to the lowest cost, responsive bidder, G&M Cement Construction, for an amount not to exceed $2,992,345.08.

Summary

Included in the draft FY 2026 budget are funds to complete infrastructure improvements on Woodland Avenue from Burlington Avenue to 47th Street. The scope of work includes a complete roadway reconstruction, replacement of the existing 100+ year-old 4" water main with a new 8" water main, new water service lines for each home from the water main to the buffalo box (lead water service lines will be fully replaced in accordance with IEPA requirements), new fire hydrants, a new separated storm sewer will be constructed, and the existing sanitary sewer and sewer service lines within the Village right of way will be rehabilitated. The project is included in the draft Fiscal Year 2026 budget and the work is being funded with 2025 infrastructure referendum funds.

HR Green, Inc. was selected by staff to perform the design engineering for the project, and they created the plans and specifications for the project. The project was advertised to bidders on October 17, 2025 in the Chicago Sun Times and posted on the bid section of the Village's website. A total of 23 firms purchased bidding documents. Bids were received until 10:00 AM on November 12, 2025. A total of 12 bids were received from local contractors. A summary of the bids received is provided below:

Firm Name	Calculated Bid Total
G & M Cement Construction	**$2,992,348.05**
Acqua Contractors	$3,040,000.00
A Lamp Concrete Construction	$3,088,992.91
H Linden & Sons Sewer and Water	$3,233,500.00
R.W. Dunteman Co.	$3,233,233.23

Copenhaver Construction	$3,260,668.32
Triggi Construction, Inc.	$3,305,636.87
Performance Construction & Engineering	$3,319,878.00
Martam Construction	$3,863,735.50
Swallow Construction Corp.	$4,033,570.15
Berger Contractors	$4,093,708.30
Mauro Sewer Construction	$4,286,656.00
Engineer's Estimate:	**$2,249,460.40**

HR Green reviewed the bids and provided a letter to the Village recommending the project be awarded to the lowest responsive bidder, G & M Cement Construction. The bids received did come in over 33% higher than HR Green's estimate. HR Green identified that unit pricing received on a few work items did come in significantly higher than HR Green had estimated but after more research and review post bid opening, they felt the pricing received was reasonable. They believe that given the fact 12 bids were received that the Village should not expect to receive better pricing through a rebid. Staff concurs with the assessment and the recommendation to award the contract. G & M Cement Construction has completed similar projects for the Village in the past including the 2021 Grand Avenue reconstruction project in the Ridgewood subdivision.

If the project is awarded by the Village Board, construction is expected to begin in April 2026. It is expected the work will be substantially completed by September 2026. Staff will host a project open house meeting before construction begins. The date has not been determined but is expected to be in early 2026.

Financial Impact

The project is included in the draft FY 2026 budget. Infrastructure referendum funds will be used to pay for the work.

Recommended Motion

I move to approve the award of a contract for the Woodland Avenue Reconstruction Project to the lowest cost, responsive bidder, G &M Cement Construction, for an amount not to exceed $2,992,345.08.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Woodland Avenue Reconstruction Bid Tabulation
2. HR Green recommendation to award letter 11-18-25

HR GREEN, INC.
323 Alana Drive
New Lenox, IL 60451
PH: (815) 462-9324

HRGreen

VILLAGE OF WESTERN SPRINGS - 2026 WOODLAND AVENUE RECONSTRUCTION PROJECT

Project Name: Western Springs, IL - 2026 Woodland Ave. Reconstruction

Section No.: N/A
Bid Date: November 12, 2025, 10AM
HR Green Project No: 2202582
Engineer's Opinion of Probable Construction Cost - $2,361,933.42

				G & M Cement Construction		Acqua Contractors		A Lamp Concrete		H Linden & Sons		R.W. Dunteman Co.		Copenhaver Construction	
				58 Commercial		551 S. IL Rt 83		1900 Wright Boulevard		722 E. South Street, Unit D		600 S. Lombard Road		17622 Depot Street	
				Addison, IL 60101		Elmhurst, IL 60126		Schaumburg, IL 60193		Plano, IL 60545		Addison, IL 60101		Union, IL 60180	
		UNIT	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	79	$50.00	$3,950.00	$23.00	$1,817.00	$30.00	$2,370.00	$25.00	$1,975.00	$21.75	$1,718.25	$35.00	$2,765.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	76	$60.00	$4,560.00	$25.00	$1,900.00	$40.00	$3,040.00	$35.00	$2,660.00	$23.75	$1,805.00	$50.00	$3,800.00
3	TREE PROTECTION	FOOT	2940	$3.00	$8,820.00	$7.50	$22,050.00	$1.00	$2,940.00	$1.00	$2,940.00	$12.35	$36,309.00	$5.00	$14,700.00
4	TREE ROOT PRUNING	FOOT	900	$10.00	$9,000.00	$3.75	$3,375.00	$8.00	$7,200.00	$1.00	$900.00	$3.50	$3,150.00	$5.00	$4,500.00
5	SUPPLEMENTAL WATERING	UNIT	120	$0.01	$1.20	$80.00	$9,600.00	$1.00	$120.00	$1.00	$120.00	$0.01	$1.20	$0.01	$1.20
6	EARTH EXCAVATION	CU YD	411	$85.00	$34,935.00	$90.00	$36,990.00	$39.50	$16,234.50	$61.00	$25,071.00	$152.00	$62,472.00	$45.00	$18,495.00
7	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1477	$8.00	$11,816.00	$80.00	$118,160.00	$25.00	$36,925.00	$61.00	$90,097.00	$12.00	$17,724.00	$45.00	$66,465.00
8	TRENCH BACKFILL	CU YD	2212	$82.30	$182,047.60	$35.00	$77,420.00	$25.00	$55,300.00	$52.00	$115,024.00	$1.00	$2,212.00	$0.01	$22.12
9	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	1477	$8.00	$11,816.00	$105.00	$155,085.00	$25.00	$36,925.00	$52.00	$76,804.00	$14.75	$21,785.75	$20.00	$29,540.00
10	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	4430	$1.25	$5,537.50	$1.00	$4,430.00	$1.65	$7,309.50	$6.00	$26,580.00	$0.40	$1,772.00	$3.00	$13,290.00
11	PERIMETER EROSION BARRIER	FOOT	2225	$3.00	$6,675.00	$4.00	$8,900.00	$1.00	$2,225.00	$3.00	$6,675.00	$3.50	$7,787.50	$3.00	$6,675.00
12	INLET FILTERS	EACH	21	$130.00	$2,730.00	$190.00	$3,990.00	$15.00	$315.00	$80.00	$1,680.00	$288.00	$6,048.00	$200.00	$4,200.00
13	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	4430	$13.00	$57,590.00	$21.00	$93,030.00	$9.00	$39,870.00	$13.00	$57,590.00	$11.00	$48,730.00	$10.00	$44,300.00
14	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	707	$1.00	$707.00	$24.00	$16,968.00	$9.25	$6,539.75	$18.00	$12,726.00	$16.00	$11,312.00	$14.00	$9,898.00
15	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	SQ YD	3940	$81.00	$319,140.00	$89.00	$350,660.00	$77.00	$303,380.00	$90.00	$354,600.00	$80.00	$315,200.00	$120.00	$472,800.00
16	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	594	$91.00	$54,054.00	$71.00	$42,174.00	$93.00	$55,242.00	$82.00	$48,708.00	$70.50	$41,877.00	$135.00	$80,190.00
17	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	SQ FT	302	$14.00	$4,228.00	$10.50	$3,171.00	$18.50	$5,587.00	$14.00	$4,228.00	$12.00	$3,624.00	$15.00	$4,530.00
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1814	$12.00	$21,768.00	$10.00	$18,140.00	$10.00	$18,140.00	$11.00	$19,954.00	$8.50	$15,419.00	$12.00	$21,768.00
19	DETECTABLE WARNINGS	SQ FT	64	$50.00	$3,200.00	$34.00	$2,176.00	$35.00	$2,240.00	$42.00	$2,688.00	$39.00	$2,496.00	$40.00	$2,560.00
20	PAVEMENT REMOVAL	SQ YD	4231	$20.00	$84,620.00	$15.00	$63,465.00	$13.25	$56,060.75	$20.00	$84,620.00	$20.00	$84,620.00	$17.00	$71,927.00
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	666	$20.00	$13,320.00	$15.00	$9,990.00	$16.75	$11,155.50	$10.00	$6,660.00	$21.00	$13,986.00	$17.00	$11,322.00
22	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2865	$5.00	$14,325.00	$4.00	$11,460.00	$5.25	$15,041.25	$10.00	$28,650.00	$7.75	$22,203.75	$8.00	$22,920.00
23	SIDEWALK REMOVAL	SQ FT	2141	$2.00	$4,282.00	$5.00	$10,705.00	$1.65	$3,532.65	$3.00	$6,423.00	$2.65	$5,673.65	$2.00	$4,282.00
24	STORM SEWERS, CLASS B, TYPE 2 6"	FOOT	10	$260.00	$2,600.00	$140.00	$1,400.00	$99.00	$990.00	$50.00	$500.00	$125.00	$1,250.00	$70.00	$700.00
25	STORM SEWERS, CLASS B, TYPE 2 12"	FOOT	536	$88.00	$47,168.00	$145.00	$77,720.00	$100.00	$53,600.00	$120.00	$64,320.00	$163.00	$87,368.00	$120.00	$64,320.00
26	STORM SEWERS, CLASS B, TYPE 2 18"	FOOT	575	$99.25	$57,068.75	$120.00	$69,000.00	$144.00	$82,800.00	$180.00	$103,500.00	$169.00	$97,175.00	$140.00	$80,500.00
27	STORM SEWER REMOVAL 8"	FOOT	26	$20.00	$520.00	$1.00	$26.00	$1.00	$26.00	$5.00	$130.00	$31.00	$806.00	$15.00	$390.00
28	STORM SEWER REMOVAL 12"	FOOT	105	$20.00	$2,100.00	$2.00	$210.00	$1.00	$105.00	$5.00	$525.00	$31.00	$3,255.00	$17.00	$1,785.00
29	WATER VALVES 8" IN BOX	EACH	2	$4,160.00	$8,320.00	$3,700.00	$7,400.00	$3,000.00	$6,000.00	$4,000.00	$8,000.00	$2,759.00	$5,518.00	$3,500.00	$7,000.00
30	FIRE HYDRANTS TO BE REMOVED	EACH	4	$400.00	$1,600.00	$500.00	$2,000.00	$725.00	$2,900.00	$750.00	$3,000.00	$988.00	$3,952.00	$2,500.00	$10,000.00
31	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	$9,240.00	$55,440.00	$8,500.00	$51,000.00	$10,200.00	$61,200.00	$8,000.00	$48,000.00	$8,758.00	$52,548.00	$10,500.00	$63,000.00
32	CATCH BASINS, TYPE A, 5' DIA, TYPE 1 FRAME, (OPEN)	EACH	4	$6,430.00	$25,720.00	$6,300.00	$25,200.00	$6,725.00	$26,900.00	$5,000.00	$20,000.00	$6,491.00	$25,964.00	$6,000.00	$24,000.00
33	MANHOLES, TYPE A, 4' DIA, TYPE 1 FRAME & GRATE (OPEN)	EACH	2	$4,300.00	$8,600.00	$4,100.00	$8,200.00	$4,000.00	$8,000.00	$4,000.00	$8,000.00	$5,223.00	$10,446.00	$5,500.00	$11,000.00
34	MANHOLES, TYPE A, 4' DIA, TYPE 3 FRAME & GRATE (OPEN FACE)	EACH	4	$4,500.00	$18,000.00	$4,350.00	$17,400.00	$4,000.00	$16,000.00	$4,000.00	$16,000.00	$5,440.00	$21,760.00	$5,500.00	$22,000.00
35	MANHOLES, TYPE A, 5' DIA, TYPE 1 FRAME & GRATE (OPEN)	EACH	1	$5,650.00	$5,650.00	$6,300.00	$6,300.00	$7,100.00	$7,100.00	$5,000.00	$5,000.00	$6,816.00	$6,816.00	$6,000.00	$6,000.00
36	DRAIN CONNECTIONS	EACH	1	$2,400.00	$2,400.00	$500.00	$500.00	$675.00	$675.00	$380.00	$380.00	$1,200.00	$1,200.00	$1,000.00	$1,000.00
37	INLETS, TYPE A, TYPE 3 FRAME AND GRATE (OPEN FACE)	EACH	11	$2,000.00	$22,000.00	$1,900.00	$20,900.00	$2,950.00	$32,450.00	$3,000.00	$33,000.00	$2,719.00	$29,909.00	$1,700.00	$18,700.00
38	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	$1,850.00	$1,850.00	$1,500.00	$1,500.00	$2,775.00	$2,775.00	$3,000.00	$3,000.00	$2,394.00	$2,394.00	$1,700.00	$1,700.00
39	VALVE VAULTS TO BE REMOVED	EACH	3	$270.00	$810.00	$500.00	$1,500.00	$550.00	$1,650.00	$350.00	$1,050.00	$1,307.00	$3,921.00	$600.00	$1,800.00
40	FRAMES AND LIDS TO BE ADJUSTED	EACH	4	$500.00	$2,000.00	$800.00	$3,200.00	$725.00	$2,900.00	$500.00	$2,000.00	$873.00	$3,492.00	$700.00	$2,800.00
41	REMOVING CATCH BASINS	EACH	4	$350.00	$1,400.00	$500.00	$2,000.00	$550.00	$2,200.00	$700.00	$2,800.00	$1,054.00	$4,216.00	$600.00	$2,400.00
42	STORM SEWER MANHOLE TO BE REMOVED	EACH	2	$300.00	$600.00	$500.00	$1,000.00	$550.00	$1,100.00	$500.00	$1,000.00	$1,054.00	$2,108.00	$800.00	$1,600.00
43	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1469	$35.00	$51,415.00	$33.00	$48,477.00	$30.00	$44,070.00	$35.00	$51,415.00	$30.00	$44,070.00	$38.00	$55,822.00
44	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12	FOOT	1407	$35.00	$49,245.00	$32.50	$45,727.50	$30.00	$42,210.00	$35.00	$49,245.00	$30.00	$42,210.00	$38.00	$53,466.00
45	MOBILIZATION	L SUM	1	$210,000.00	$210,000.00	$37,693.47	$37,693.47	$185,000.00	$185,000.00	$98,000.00	$98,000.00	$279,815.23	$279,815.23	$180,000.00	$180,000.00
46	BRICK DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	113	$185.00	$20,905.00	$57.00	$6,441.00	$104.00	$11,752.00	$10.00	$1,130.00	$180.00	$20,340.00	$153.00	$17,289.00
47	SODDING, SPECIAL	SQ YD	2665	$21.00	$55,965.00	$20.00	$53,300.00	$14.25	$37,976.25	$21.00	$55,965.00	$20.00	$53,300.00	$17.00	$45,305.00
48	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	38	$1.00	$38.00	$250.00	$9,500.00	$100.00	$3,800.00	$4.00	$152.00	$200.00	$7,600.00	$150.00	$5,700.00
49	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	$128,000.00	$128,000.00	$12,208.03	$12,208.03	$287,350.00	$287,350.00	$250,000.00	$250,000.00	$153,000.00	$153,000.00	$208,000.00	$208,000.00
50	POLYUREA PAVEMENT MARKING - TYPE I - LINE 12"	FOOT	318	$16.00	$5,088.00	$15.00	$4,770.00	$15.84	$5,037.12	$15.00	$4,770.00	$17.55	$5,580.90	$16.00	$5,088.00
51	POLYUREA PAVEMENT MARKING - TYPE I - LINE 24"	FOOT	56	$33.00	$1,848.00	$32.00	$1,792.00	$33.44	$1,872.64	$10.00	$560.00	$35.00	$1,960.00	$35.00	$1,960.00
52	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$18,400.00	$18,400.00	$25,000.00	$25,000.00	$35,000.00	$35,000.00	$19,000.00	$19,000.00
53	STREET SWEEPING AND DUST CONTROL	HOUR	90	$100.00	$9,000.00	$100.00	$9,000.00	$150.00	$13,500.00	$1.00	$90.00	$175.00	$15,750.00	$120.00	$10,800.00

54	TEMPORARY ADJUSTMENT TO WATER SERVICE	EACH	12	$690.00	$8,280.00	$500.00	$6,000.00	$450.00	$5,400.00	$10.00	$120.00	$450.00	$5,400.00	$500.00	$6,000.00
55	CCDD/LUST TESTING, MANAGEMENT, & COMPLIANCE	L SUM	1	$2,500.00	$2,500.00	$25,000.00	$25,000.00	$7,500.00	$7,500.00	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00
56	ADJUSTING SANITARY SERVICE LINES	EACH	12	$1,600.00	$19,200.00	$1,500.00	$18,000.00	$4,500.00	$54,000.00	$500.00	$6,000.00	$1,200.00	$14,400.00	$2,200.00	$26,400.00
57	CONSTRUCTION VIDEOTAPING	L SUM	1	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,000.00	$2,000.00	$475.00	$475.00	$3,000.00	$3,000.00
58	SANITARY SERVICE RECONNECTION	EACH	12	$2,650.00	$31,800.00	$800.00	$9,600.00	$900.00	$10,800.00	$500.00	$6,000.00	$450.00	$5,400.00	$2,500.00	$30,000.00
59	STORM SEWER CONNECTION TO EXISTING STRUCTURE, 12"	EACH	1	$2,400.00	$2,400.00	$3,000.00	$3,000.00	$1,125.00	$1,125.00	$2,000.00	$2,000.00	$1,800.00	$1,800.00	$1,500.00	$1,500.00
60	STORM SEWER CONNECTION TO EXISTING STRUCTURE, 18"	EACH	2	$2,400.00	$4,800.00	$3,500.00	$7,000.00	$1,125.00	$2,250.00	$3,000.00	$6,000.00	$2,000.00	$4,000.00	$1,700.00	$3,400.00
61	CLASS "D" PATCHES, 6 INCH	SQ YD	69	$85.00	$5,865.00	$90.00	$6,210.00	$74.00	$5,106.00	$95.00	$6,555.00	$80.00	$5,520.00	$120.00	$8,280.00
62	DOMESTIC WATER SERVICE BOXES (CURB STOP)	EACH	31	$3,100.00	$96,100.00	$1,000.00	$31,000.00	$950.00	$29,450.00	$2,500.00	$77,500.00	$650.00	$20,150.00	$1,500.00	$46,500.00
63	WATERMAIN 10" PRESSURE CONNECTION	EACH	1	$13,000.00	$13,000.00	$12,500.00	$12,500.00	$11,950.00	$11,950.00	$25,000.00	$25,000.00	$13,215.00	$13,215.00	$14,000.00	$14,000.00
64	WATERMAIN 8" (DIRECT CONNECTION)	EACH	1	$5,300.00	$5,300.00	$15,000.00	$15,000.00	$7,500.00	$7,500.00	$5,000.00	$5,000.00	$4,994.00	$4,994.00	$7,000.00	$7,000.00
65	DI WATERMAIN 6"	FOOT	61	$90.00	$5,490.00	$180.00	$10,980.00	$161.00	$9,821.00	$130.00	$7,930.00	$145.00	$8,845.00	$198.00	$12,078.00
66	DI WATERMAIN 8"	FOOT	1467	$114.00	$167,238.00	$185.00	$271,395.00	$163.00	$239,121.00	$140.00	$205,380.00	$253.00	$371,151.00	$152.00	$222,984.00
67	WATER SERVICE RECONNECTION	EACH	42	$3,340.00	$140,280.00	$3,000.00	$126,000.00	$3,750.00	$157,500.00	$2,500.00	$105,000.00	$3,168.00	$133,056.00	$2,200.00	$92,400.00
68	WATERMAIN CASING WITH SPACERS	FOOT	157	$130.00	$20,410.00	$60.00	$9,420.00	$150.00	$23,550.00	$225.00	$35,325.00	$217.00	$34,069.00	$170.00	$26,690.00
69	WATER SERVICE LINE, 1-1/2"	FOOT	1160	$27.00	$31,320.00	$25.00	$29,000.00	$25.00	$29,000.00	$55.00	$63,800.00	$22.00	$25,520.00	$70.00	$81,200.00
70	WATER SERVICE (BORED OR PULLED) PRIVATE, COMPLETE, 1-1/2"	FOOT	296	$27.00	$7,992.00	$30.00	$8,880.00	$200.00	$59,200.00	$100.00	$29,600.00	$212.00	$62,752.00	$120.00	$35,520.00
71	EXTERIOR FOUNDATION ACCESS PIT	EACH	7	$500.00	$3,500.00	$100.00	$700.00	$500.00	$3,500.00	$200.00	$1,400.00	$1,700.00	$11,900.00	$2,000.00	$14,000.00
72	CONNECTION TO RELOCATE/EXISTING WATER METER, COMPLETE	EACH	7	$3,300.00	$23,100.00	$300.00	$2,100.00	$1,900.00	$13,300.00	$500.00	$3,500.00	$1,800.00	$12,600.00	$2,500.00	$17,500.00
73	INTERIOR WATER METER RELOCATION, COMPLETE	EACH	3	$4,900.00	$14,700.00	$300.00	$900.00	$775.00	$2,325.00	$300.00	$900.00	$2,600.00	$7,800.00	$3,500.00	$10,500.00
74	RECONNECTION OF WATER SERVICE ELECTRICAL JUMPER CABLE	EACH	4	$1,200.00	$4,800.00	$300.00	$1,200.00	$200.00	$800.00	$100.00	$400.00	$600.00	$2,400.00	$800.00	$3,200.00
75	PRIMARY ELECTRICAL GROUNDING SYSTEM INSTALLATION	EACH	3	$4,000.00	$12,000.00	$300.00	$900.00	$200.00	$600.00	$100.00	$300.00	$2,250.00	$6,750.00	$800.00	$2,400.00
76	SANITARY SEWER REMOVE & REPLACE, 8"	FOOT	15	$280.00	$4,200.00	$600.00	$9,000.00	$567.00	$8,505.00	$200.00	$3,000.00	$310.00	$4,650.00	$300.00	$4,500.00
77	SANITARY SEWER REMOVE & REPLACE, 15"	FOOT	41	$290.00	$11,890.00	$650.00	$26,650.00	$320.00	$13,120.00	$500.00	$20,500.00	$280.00	$11,480.00	$185.00	$7,585.00
78	SANITARY SEWER REMOVE & REPLACE, 21"	FOOT	180	$230.00	$41,400.00	$700.00	$126,000.00	$522.00	$93,960.00	$600.00	$108,000.00	$400.00	$72,000.00	$230.00	$41,400.00
79	SANITARY MANHOLES, SPECIAL	EACH	1	$8,500.00	$8,500.00	$10,000.00	$10,000.00	$7,750.00	$7,750.00	$10,000.00	$10,000.00	$9,803.00	$9,803.00	$12,000.00	$12,000.00
80	SANITARY MANHOLE TO BE REMOVED	EACH	1	$280.00	$280.00	$500.00	$500.00	$600.00	$600.00	$1,000.00	$1,000.00	$1,052.00	$1,052.00	$3,000.00	$3,000.00
81	CURED-IN-PLACE PIPE LINER, 8"	FOOT	600	$52.00	$31,200.00	$55.00	$33,000.00	$57.00	$34,200.00	$50.00	$30,000.00	$57.00	$34,200.00	$57.00	$34,200.00
82	CURED-IN-PLACE PIPE LINER, 21"	FOOT	662	$120.00	$79,440.00	$126.00	$83,412.00	$129.00	$85,398.00	$100.00	$66,200.00	$129.00	$85,398.00	$130.00	$86,060.00
83	T-LINER INSTALLATION	EACH	44	$7,550.00	$332,200.00	$8,000.00	$352,000.00	$6,775.00	$298,100.00	$7,000.00	$308,000.00	$6,775.00	$298,100.00	$7,100.00	$312,400.00
84	LATERAL LINER INSTALLATION (FROM MANHOLE)	EACH	2	$3,500.00	$7,000.00	$3,200.00	$6,400.00	$7,146.00	$14,292.00	$7,500.00	$15,000.00	$7,146.00	$14,292.00	$7,900.00	$15,800.00
85	ADDITIONAL LATERAL LINER	FOOT	50	$65.00	$3,250.00	$69.00	$3,450.00	$80.00	$4,000.00	$85.00	$4,250.00	$80.00	$4,000.00	$88.00	$4,400.00
86	LATERAL CLEANING AND TELEVISING	FOOT	1452	$10.00	$14,520.00	$11.00	$15,972.00	$25.00	$36,300.00	$30.00	$43,560.00	$25.00	$36,300.00	$28.00	$40,656.00
87	ADDITIONAL LATERAL TELEVISING	FOOT	50	$10.00	$500.00	$11.00	$550.00	$25.00	$1,250.00	$30.00	$1,500.00	$25.00	$1,250.00	$28.00	$1,400.00
88	CLEANOUT INSTALLATION	EACH	5	$900.00	$4,500.00	$3,300.00	$16,500.00	$4,570.00	$22,850.00	$5,000.00	$25,000.00	$4,570.00	$22,850.00	$5,000.00	$25,000.00
89	DYE TESTING OF SERVICES	EACH	8	$300.00	$2,400.00	$265.00	$2,120.00	$661.00	$5,288.00	$700.00	$5,600.00	$661.00	$5,288.00	$700.00	$5,600.00
90	CHIMNEY SEALS EXISTING SAN. MH	EACH	3	$1,200.00	$3,600.00	$760.00	$2,280.00	$1,100.00	$3,300.00	$2,000.00	$6,000.00	$750.00	$2,250.00	$900.00	$2,700.00
91	CEMENTITIOUS MANHOLE SEALING	VERT FOOT	5.5	$1,200.00	$6,600.00	$1,300.00	$7,150.00	$1,000.00	$5,500.00	$2,000.00	$11,000.00	$1,846.00	$10,153.00	$1,800.00	$9,900.00
92	VACUUM TESTING	EACH	1	$2,000.00	$2,000.00	$2,150.00	$2,150.00	$1,000.00	$1,000.00	$2,000.00	$2,000.00	$1,703.00	$1,703.00	$1,700.00	$1,700.00
93	PCC STREET SIGN REMOVAL AND RESET (SPECIAL)	EACH	1	$3,000.00	$3,000.00	$2,000.00	$2,000.00	$900.00	$900.00	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$800.00	$800.00
94	TREE CANOPY PRUNING	EACH	57	$60.00	$3,420.00	$80.00	$4,560.00	$250.00	$14,250.00	$75.00	$4,275.00	$75.00	$4,275.00	$220.00	$12,540.00
95	MISCELLANEOUS ADDITIONS AT VILLAGE DISCRETION	UNITS	75000	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00
96	WATER MAIN TO BE ABANDONED - 6"	EACH	2	$8,900.00	$17,800.00	$1,500.00	$3,000.00	$800.00	$1,600.00	$1,500.00	$3,000.00	$1,429.00	$2,858.00	$700.00	$1,400.00
97	PRECAST CONFLICT MANHOLE, 4' DIA. W/TY 1 F&G (CLOSED)	EACH	1	$12,500.00	$12,500.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$8,284.00	$8,284.00	$6,000.00	$6,000.00
98	SANITARY SERVICE RECONNECTION TO NEW SANITARY SEWER, 15"	EACH	5	$2,700.00	$13,500.00	$4,000.00	$20,000.00	$500.00	$2,500.00	$5,000.00	$25,000.00	$2,300.00	$11,500.00	$7,000.00	$35,000.00
99	SANITARY SERVICE RECONNECTION TO NEW SANITARY SEWER, 21"	EACH	2	$5,800.00	$11,600.00	$5,000.00	$10,000.00	$10,000.00	$20,000.00	$10,000.00	$20,000.00	$5,600.00	$11,200.00	$9,000.00	$18,000.00
				TOTAL	**$2,992,348.05**	**TOTAL**	**$3,040,000.00**	**TOTAL**	**$3,088,992.91**	**TOTAL**	**$3,233,500.00**	**TOTAL**	**$3,233,233.23**	**TOTAL**	**$3,260,668.32**
	Proposed Amount TOTAL AS READ			**TOTAL AS READ**	**$2,990,623.05**	**TOTAL AS READ**	**$3,040,000.00**	**TOTAL AS READ**	**$3,088,992.91**	**TOTAL AS READ**	**$3,233,500.00**	**TOTAL AS READ**	**$3,233,233.23**	**TOTAL AS READ**	**$3,260,668.32**
				Difference =	-$1,725.00	**Difference =**	$0.00	**Difference =**	$0.00	**Difference =**	$0.00	**Difference =**	$0.00	**Difference =**	$0.00
Total Bid with Bid Alternate -AS BID															
Total Bid with Bid Alternate -AS CORRECTED				**As Corrected**		**As Corrected**		**As Corrected**		**As Corrected**		**As Corrected**		**As Corrected**	

HR GREEN, INC.
323 Alana Drive
New Lenox, IL 60451
PH: (815) 462-9324

Project Name: Western Springs, IL - 2026 Woodland Ave. Reconstruction

HRGreen

VILLAGE OF WESTERN SPRINGS - 2026 WOODLAND AVENUE RECONSTRUCTION PROJECT

Section No.: N/A
Bid Date: November 12, 2025, 10AM
HR Green Project No: 2202582
Engineer's Opinion of Probable Construction Cost - $2,361,933.42

				Triggi Construction, Inc. 1975 Powis Road West Chicago, IL 60186		Performance Construction 217 W. John Street Plano, IL 60545		Martam Construction 1200 Gasket drive Elgin, IL 60120		Swallow Construction Corp. 490 Topsoil Drive West Chicago, IL 60185		Berger 1205 N. Garland Road Wauconda, IL 60084		Mauro Sewer Construction 1251 Redeker Road Des Plaines, IL 60016		ENGINEERS OPINION OF PROBABLE CONSTRUCTION	
		UNIT	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	79	$35.00	$2,765.00	$22.00	$1,738.00	$36.00	$2,844.00	$84.00	$6,636.00	$30.00	$2,370.00	$60.00	$4,740.00	$21.00	$1,659.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	76	$40.00	$3,040.00	$24.00	$1,824.00	$50.00	$3,800.00	$120.00	$9,120.00	$38.00	$2,888.00	$70.00	$5,320.00	$24.00	$1,824.00
3	TREE PROTECTION	FOOT	2940	$10.00	$29,400.00	$11.00	$32,340.00	$9.00	$26,460.00	$7.00	$20,580.00	$7.00	$20,580.00	$30.00	$88,200.00	$5.00	$14,700.00
4	TREE ROOT PRUNING	FOOT	900	$10.00	$9,000.00	$3.50	$3,150.00	$9.00	$8,100.00	$18.00	$16,200.00	$8.00	$7,200.00	$6.00	$5,400.00	$3.75	$3,375.00
5	SUPPLEMENTAL WATERING	UNIT	120	$0.10	$12.00	$1.00	$120.00	$1.00	$120.00	$1.00	$120.00	$75.00	$9,000.00	$50.00	$6,000.00	$5.00	$600.00
6	EARTH EXCAVATION	CU YD	411	$65.00	$26,715.00	$34.00	$13,974.00	$67.00	$27,537.00	$39.00	$16,029.00	$60.00	$24,660.00	$90.00	$36,990.00	$40.00	$16,440.00
7	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1477	$50.00	$73,850.00	$40.00	$59,080.00	$67.00	$98,959.00	$39.00	$57,603.00	$60.00	$88,620.00	$125.00	$184,625.00	$21.00	$31,017.00
8	TRENCH BACKFILL	CU YD	2212	$0.01	$22.12	$40.00	$88,480.00	$77.00	$170,324.00	$75.00	$165,900.00	$91.00	$201,292.00	$51.00	$112,812.00	$50.00	$110,600.00
9	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	1477	$46.50	$68,680.50	$56.50	$83,450.50	$62.00	$91,574.00	$42.50	$62,772.50	$70.00	$103,390.00	$75.00	$110,775.00	$22.00	$32,494.00
10	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	4430	$2.50	$11,075.00	$1.50	$6,645.00	$2.20	$9,746.00	$2.00	$8,860.00	$3.55	$15,726.50	$20.00	$88,600.00	$1.75	$7,752.50
11	PERIMETER EROSION BARRIER	FOOT	2225	$2.50	$5,562.50	$2.50	$5,562.50	$3.50	$7,787.50	$5.00	$11,125.00	$4.00	$8,900.00	$5.00	$11,125.00	$3.35	$7,453.75
12	INLET FILTERS	EACH	21	$175.00	$3,675.00	$215.00	$4,515.00	$280.00	$5,880.00	$200.00	$4,200.00	$250.00	$5,250.00	$300.00	$6,300.00	$107.00	$2,247.00
13	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	4430	$18.50	$81,955.00	$10.00	$44,300.00	$11.00	$48,730.00	$14.00	$62,020.00	$20.00	$88,600.00	$16.00	$70,880.00	$8.00	$35,440.00
14	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	707	$1.00	$707.00	$12.00	$8,484.00	$16.00	$11,312.00	$34.00	$24,038.00	$26.00	$18,382.00	$20.00	$14,140.00	$12.00	$8,484.00
15	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	SQ YD	3940	$95.00	$374,300.00	$78.50	$309,290.00	$129.00	$508,260.00	$112.00	$441,280.00	$84.00	$330,960.00	$95.00	$374,300.00	$65.00	$256,100.00
16	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	594	$85.00	$50,490.00	$90.00	$53,460.00	$137.00	$81,378.00	$112.00	$66,528.00	$86.05	$51,113.70	$100.00	$59,400.00	$55.00	$32,670.00
17	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	SQ FT	302	$12.50	$3,775.00	$20.00	$6,040.00	$16.00	$4,832.00	$18.00	$5,436.00	$12.94	$3,907.88	$17.00	$5,134.00	$10.00	$3,020.00
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1814	$10.00	$18,140.00	$10.50	$19,047.00	$14.00	$25,396.00	$13.00	$23,582.00	$11.43	$20,734.02	$12.00	$21,768.00	$7.20	$13,060.80
19	DETECTABLE WARNINGS	SQ FT	64	$40.00	$2,560.00	$50.00	$3,200.00	$52.00	$3,328.00	$56.00	$3,584.00	$32.00	$2,048.00	$60.00	$3,840.00	$32.00	$2,048.00
20	PAVEMENT REMOVAL	SQ YD	4231	$17.75	$75,100.25	$13.00	$55,003.00	$26.00	$110,006.00	$56.00	$236,936.00	$26.25	$111,063.75	$40.00	$169,240.00	$8.25	$34,905.75
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	666	$20.00	$13,320.00	$14.00	$9,324.00	$18.00	$11,988.00	$21.00	$13,986.00	$20.00	$13,320.00	$25.00	$16,650.00	$20.00	$13,320.00
22	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2865	$8.50	$24,352.50	$2.50	$7,162.50	$11.00	$31,515.00	$1.50	$4,297.50	$6.74	$19,310.10	$20.00	$57,300.00	$6.50	$18,622.50
23	SIDEWALK REMOVAL	SQ FT	2141	$2.50	$5,352.50	$1.75	$3,746.75	$2.00	$4,282.00	$0.50	$1,070.50	$3.50	$7,493.50	$4.00	$8,564.00	$2.10	$4,496.10
24	STORM SEWERS, CLASS B, TYPE 2 6"	FOOT	10	$100.00	$1,000.00	$90.00	$900.00	$138.00	$1,380.00	$90.00	$900.00	$130.00	$1,300.00	$110.00	$1,100.00	$65.00	$650.00
25	STORM SEWERS, CLASS B, TYPE 2 12"	FOOT	536	$150.00	$80,400.00	$130.00	$69,680.00	$114.00	$61,104.00	$150.00	$80,400.00	$83.00	$44,488.00	$110.00	$58,960.00	$75.00	$40,200.00
26	STORM SEWERS, CLASS B, TYPE 2 18"	FOOT	575	$175.00	$100,625.00	$160.00	$92,000.00	$126.00	$72,450.00	$115.00	$66,125.00	$98.00	$56,350.00	$125.00	$71,875.00	$85.00	$48,875.00
27	STORM SEWER REMOVAL 8"	FOOT	26	$15.00	$390.00	$10.00	$260.00	$16.00	$416.00	$1.15	$29.90	$10.00	$260.00	$20.00	$520.00	$15.00	$390.00
28	STORM SEWER REMOVAL 12"	FOOT	105	$15.00	$1,575.00	$12.00	$1,260.00	$18.00	$1,890.00	$1.15	$120.75	$29.00	$3,045.00	$30.00	$3,150.00	$25.00	$2,625.00
29	WATER VALVES 8" IN BOX	EACH	2	$8,500.00	$17,000.00	$3,850.00	$7,700.00	$3,880.00	$7,760.00	$3,375.00	$6,750.00	$3,950.00	$7,900.00	$4,500.00	$9,000.00	$3,000.00	$6,000.00
30	FIRE HYDRANTS TO BE REMOVED	EACH	4	$500.00	$2,000.00	$650.00	$2,600.00	$1,180.00	$4,720.00	$575.00	$2,300.00	$1,025.00	$4,100.00	$600.00	$2,400.00	$1,000.00	$4,000.00
31	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	$15,000.00	$90,000.00	$10,000.00	$60,000.00	$11,330.00	$67,980.00	$11,100.00	$66,600.00	$9,650.00	$57,900.00	$9,800.00	$58,800.00	$6,675.00	$40,050.00
32	CATCH BASINS, TYPE A, 5' DIA, TYPE 1 FRAME, (OPEN)	EACH	4	$10,000.00	$40,000.00	$9,000.00	$36,000.00	$7,780.00	$31,120.00	$8,650.00	$34,600.00	$5,800.00	$23,200.00	$9,000.00	$36,000.00	$6,500.00	$26,000.00
33	MANHOLES, TYPE A, 4' DIA, TYPE 1 FRAME & GRATE (OPEN)	EACH	2	$8,000.00	$16,000.00	$5,500.00	$11,000.00	$4,480.00	$8,960.00	$5,250.00	$10,500.00	$4,600.00	$9,200.00	$6,000.00	$12,000.00	$3,775.00	$7,550.00
34	MANHOLES, TYPE A, 4' DIA, TYPE 3 FRAME & GRATE (OPEN FACE)	EACH	4	$8,500.00	$34,000.00	$5,000.00	$20,000.00	$4,960.00	$19,840.00	$4,800.00	$19,200.00	$4,700.00	$18,800.00	$7,000.00	$28,000.00	$3,775.00	$15,100.00
35	MANHOLES, TYPE A, 5' DIA, TYPE 1 FRAME & GRATE (OPEN)	EACH	1	$9,500.00	$9,500.00	$8,000.00	$8,000.00	$7,660.00	$7,660.00	$7,115.00	$7,115.00	$7,400.00	$7,400.00	$8,000.00	$8,000.00	$6,000.00	$6,000.00
36	DRAIN CONNECTIONS	EACH	1	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$890.00	$890.00	$750.00	$750.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00	$2,000.00	$2,000.00
37	INLETS, TYPE A, TYPE 3 FRAME AND GRATE (OPEN FACE)	EACH	11	$5,000.00	$55,000.00	$2,500.00	$27,500.00	$2,260.00	$24,860.00	$2,650.00	$29,150.00	$3,525.00	$38,775.00	$2,100.00	$23,100.00	$1,860.00	$20,460.00
38	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	$4,500.00	$4,500.00	$2,200.00	$2,200.00	$1,940.00	$1,940.00	$2,255.00	$2,255.00	$2,100.00	$2,100.00	$1,600.00	$1,600.00	$1,860.00	$1,860.00
39	VALVE VAULTS TO BE REMOVED	EACH	3	$250.00	$750.00	$1,500.00	$4,500.00	$720.00	$2,160.00	$810.00	$2,430.00	$1,100.00	$3,300.00	$600.00	$1,800.00	$1,000.00	$3,000.00
40	FRAMES AND LIDS TO BE ADJUSTED	EACH	4	$750.00	$3,000.00	$1,650.00	$6,600.00	$760.00	$3,040.00	$410.00	$1,640.00	$800.00	$3,200.00	$1,200.00	$4,800.00	$620.00	$2,480.00
41	REMOVING CATCH BASINS	EACH	4	$250.00	$1,000.00	$1,150.00	$4,600.00	$720.00	$2,880.00	$750.00	$3,000.00	$600.00	$2,400.00	$600.00	$2,400.00	$545.00	$2,180.00
42	STORM SEWER MANHOLE TO BE REMOVED	EACH	2	$250.00	$500.00	$1,500.00	$3,000.00	$720.00	$1,440.00	$750.00	$1,500.00	$725.00	$1,450.00	$500.00	$1,000.00	$300.00	$600.00
43	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1469	$35.00	$51,415.00	$38.00	$55,822.00	$46.00	$67,574.00	$50.00	$73,450.00	$31.00	$45,539.00	$45.00	$66,105.00	$25.00	$36,725.00
44	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12	FOOT	1407	$35.00	$49,245.00	$37.00	$52,059.00	$46.00	$64,722.00	$50.00	$70,350.00	$30.75	$43,265.25	$45.00	$63,315.00	$23.50	$33,064.50
45	MOBILIZATION	L SUM	1	$85,000.00	$85,000.00	$200,000.00	$200,000.00	$227,000.00	$227,000.00	$85,000.00	$85,000.00	$260,000.00	$260,000.00	$100,000.00	$100,000.00	$55,000.00	$55,000.00
46	BRICK DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	113	$175.00	$19,775.00	$40.00	$4,520.00	$191.00	$21,583.00	$39.00	$4,407.00	$85.00	$9,605.00	$150.00	$16,950.00	$500.00	$56,500.00
47	SODDING, SPECIAL	SQ YD	2665	$27.50	$73,287.50	$23.00	$61,295.00	$30.00	$79,950.00	$23.00	$61,295.00	$24.00	$63,960.00	$30.00	$79,950.00	$20.50	$54,632.50
48	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	38	$50.00	$1,900.00	$670.00	$25,460.00	$320.00	$12,160.00	$150.00	$5,700.00	$1,150.00	$43,700.00	$550.00	$20,900.00	$107.00	$4,066.00
49	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	$50,000.00	$50,000.00	$176,051.75	$176,051.75	$175,000.00	$175,000.00	$185,000.00	$185,000.00	$265,000.00	$265,000.00	$400,000.00	$400,000.00	$35,000.00	$35,000.00
50	POLYUREA PAVEMENT MARKING - TYPE I - LINE 12"	FOOT	318	$15.00	$4,770.00	$10.00	$3,180.00	$15.00	$4,770.00	$24.00	$7,632.00	$14.40	$4,579.20	$20.00	$6,360.00	$4.00	$1,272.00
51	POLYUREA PAVEMENT MARKING - TYPE I - LINE 24"	FOOT	56	$35.00	$1,960.00	$18.00	$1,008.00	$35.00	$1,960.00	$30.00	$1,680.00	$30.40	$1,702.40	$50.00	$2,800.00	$10.00	$560.00
52	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	$30,000.00	$30,000.00	$50,000.00	$50,000.00	$22,000.00	$22,000.00	$13,000.00	$13,000.00	$36,000.00	$36,000.00	$20,000.00	$20,000.00	$28,000.00	$28,000.00
53	STREET SWEEPING AND DUST CONTROL	HOUR	90	$50.00	$4,500.00	$150.00	$13,500.00	$270.00	$24,300.00	$500.00	$45,000.00	$236.00	$21,240.00	$250.00	$22,500.00	$30.00	$2,700.00
54	TEMPORARY ADJUSTMENT TO WATER SERVICE	EACH	12	$200.00	$2,400.00	$600.00	$7,200.00	$410.00	$4,920.00	$1,035.00	$12,420.00	$1,980.00	$23,760.00	$600.00	$7,200.00	$350.00	$4,200.00
55	CCDD/LUST TESTING, MANAGEMENT, & COMPLIANCE	L SUM	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$12,500.00	$12,500.00	$2,850.00	$2,850.00	$13,000.00	$13,000.00	$5,000.00	$5,000.00	$35,500.00	$35,500.00
56	ADJUSTING SANITARY SERVICE LINES	EACH	12	$2,500.00	$30,000.00	$1,000.00	$12,000.00	$960.00	$11,520.00	$6,400.00	$76,800.00	$4,550.00	$54,600.00	$4,500.00	$54,000.00	$500.00	$6,000.00
57	CONSTRUCTION VIDEOTAPING	L SUM	1	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$3,600.00	$3,600.00	$2,750.00	$2,750.00	$5,000.00	$5,000.00	$1,200.00	$1,200.00
58	SANITARY SERVICE RECONNECTION	EACH	12	$200.00	$2,400.00	$850.00	$10,200.00	$1,120.00	$13,440.00	$720.00	$8,640.00	$2,400.00	$28,800.00	$600.00	$7,200.00	$750.00	$9,000.00
59	STORM SEWER CONNECTION TO EXISTING STRUCTURE, 12"	EACH	1	$1,500.00	$1,500.00	$3,000.00	$3,000.00	$1,220.00	$1,220.00	$5,600.00	$5,600.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00	$475.00	$475.00
60	STORM SEWER CONNECTION TO EXISTING STRUCTURE, 18"	EACH	2	$1,500.00	$3,000.00	$3,200.00	$6,400.00	$1,640.00	$3,280.00	$5,400.00	$10,800.00	$1,600.00	$3,200.00	$4,000.00	$8,000.00	$575.00	$1,150.00

61	CLASS "D" PATCHES, 6 INCH	SQ YD	69	$100.00	$6,900.00	$85.00	$5,865.00	$122.00	$8,418.00	$108.00	$7,452.00	$190.00	$13,110.00	$250.00	$17,250.00	$82.00	$5,658.00
62	DOMESTIC WATER SERVICE BOXES (CURB STOP)	EACH	31	$250.00	$7,750.00	$850.00	$26,350.00	$1,160.00	$35,960.00	$700.00	$21,700.00	$950.00	$29,450.00	$1,500.00	$46,500.00	$200.00	$6,200.00
63	WATERMAIN 10" PRESSURE CONNECTION	EACH	1	$12,500.00	$12,500.00	$12,000.00	$12,000.00	$9,640.00	$9,640.00	$13,000.00	$13,000.00	$20,000.00	$20,000.00	$16,000.00	$16,000.00	$7,000.00	$7,000.00
64	WATERMAIN 8" (DIRECT CONNECTION)	EACH	1	$12,500.00	$12,500.00	$6,500.00	$6,500.00	$3,820.00	$3,820.00	$4,400.00	$4,400.00	$6,500.00	$6,500.00	$10,000.00	$10,000.00	$5,500.00	$5,500.00
65	DI WATERMAIN 6"	FOOT	61	$160.00	$9,760.00	$85.00	$5,185.00	$170.00	$10,370.00	$68.00	$4,148.00	$165.00	$10,065.00	$125.00	$7,625.00	$135.00	$8,235.00
66	DI WATERMAIN 8"	FOOT	1467	$200.00	$293,400.00	$173.00	$253,791.00	$171.00	$250,857.00	$150.00	$220,050.00	$175.00	$256,725.00	$165.00	$242,055.00	$145.00	$212,715.00
67	WATER SERVICE RECONNECTION	EACH	42	$6,250.00	$262,500.00	$6,500.00	$273,000.00	$2,640.00	$110,880.00	$3,125.00	$131,250.00	$2,000.00	$84,000.00	$3,000.00	$126,000.00	$1,850.00	$77,700.00
68	WATERMAIN CASING WITH SPACERS	FOOT	157	$100.00	$15,700.00	$95.00	$14,915.00	$188.00	$29,516.00	$137.00	$21,509.00	$185.00	$29,045.00	$500.00	$78,500.00	$125.00	$19,625.00
69	WATER SERVICE LINE, 1-1/2"	FOOT	1160	$25.00	$29,000.00	$25.00	$29,000.00	$75.00	$87,000.00	$81.00	$93,960.00	$90.00	$104,400.00	$50.00	$58,000.00	$60.00	$69,600.00
70	WATER SERVICE (BORED OR PULLED) PRIVATE, COMPLETE, 1-1/2"	FOOT	296	$250.00	$74,000.00	$25.00	$7,400.00	$116.00	$34,336.00	$190.00	$56,240.00	$110.00	$32,560.00	$100.00	$29,600.00	$50.00	$14,800.00
71	EXTERIOR FOUNDATION ACCESS PIT	EACH	7	$1,500.00	$10,500.00	$500.00	$3,500.00	$2,260.00	$15,820.00	$1,185.00	$8,295.00	$2,050.00	$14,350.00	$2,000.00	$14,000.00	$1,200.00	$8,400.00
72	CONNECTION TO RELOCATE/EXISTING WATER METER, COMPLETE	EACH	7	$2,000.00	$14,000.00	$4,000.00	$28,000.00	$3,860.00	$27,020.00	$3,700.00	$25,900.00	$12,000.00	$84,000.00	$7,000.00	$49,000.00	$2,000.00	$14,000.00
73	INTERIOR WATER METER RELOCATION, COMPLETE	EACH	3	$800.00	$2,400.00	$1,500.00	$4,500.00	$4,420.00	$13,260.00	$3,400.00	$10,200.00	$13,800.00	$41,400.00	$4,000.00	$12,000.00	$1,500.00	$4,500.00
74	RECONNECTION OF WATER SERVICE ELECTRICAL JUMPER CABLE	EACH	4	$300.00	$1,200.00	$500.00	$2,000.00	$860.00	$3,440.00	$600.00	$2,400.00	$2,500.00	$10,000.00	$1,000.00	$4,000.00	$500.00	$2,000.00
75	PRIMARY ELECTRICAL GROUNDING SYSTEM INSTALLATION	EACH	3	$2,000.00	$6,000.00	$500.00	$1,500.00	$1,660.00	$4,980.00	$1,200.00	$3,600.00	$3,000.00	$9,000.00	$3,000.00	$9,000.00	$1,000.00	$3,000.00
76	SANITARY SEWER REMOVE & REPLACE, 8"	FOOT	15	$450.00	$6,750.00	$525.00	$7,875.00	$288.00	$4,320.00	$978.00	$14,670.00	$1,500.00	$22,500.00	$250.00	$3,750.00	$120.00	$1,800.00
77	SANITARY SEWER REMOVE & REPLACE, 15"	FOOT	41	$475.00	$19,475.00	$300.00	$12,300.00	$366.00	$15,006.00	$351.00	$14,391.00	$500.00	$20,500.00	$300.00	$12,300.00	$165.00	$6,765.00
78	SANITARY SEWER REMOVE & REPLACE, 21"	FOOT	180	$500.00	$90,000.00	$650.00	$117,000.00	$416.00	$74,880.00	$470.00	$84,600.00	$675.00	$121,500.00	$400.00	$72,000.00	$200.00	$36,000.00
79	SANITARY MANHOLES, SPECIAL	EACH	1	$12,500.00	$12,500.00	$10,000.00	$10,000.00	$8,890.00	$8,890.00	$20,000.00	$20,000.00	$12,250.00	$12,250.00	$14,000.00	$14,000.00	$7,185.00	$7,185.00
80	SANITARY MANHOLE TO BE REMOVED	EACH	1	$500.00	$500.00	$850.00	$850.00	$890.00	$890.00	$950.00	$950.00	$2,100.00	$2,100.00	$1,000.00	$1,000.00	$1,205.00	$1,205.00
81	CURED-IN-PLACE PIPE LINER, 8"	FOOT	600	$60.00	$36,000.00	$57.00	$34,200.00	$65.00	$39,000.00	$50.00	$30,000.00	$57.00	$34,200.00	$68.00	$40,800.00	$100.00	$60,000.00
82	CURED-IN-PLACE PIPE LINER, 21"	FOOT	662	$130.00	$86,060.00	$129.00	$85,398.00	$145.00	$95,990.00	$180.00	$119,160.00	$129.00	$85,398.00	$144.00	$95,328.00	$202.00	$133,724.00
83	T-LINER INSTALLATION	EACH	44	$6,775.00	$298,100.00	$6,775.00	$298,100.00	$7,800.00	$343,200.00	$14,130.00	$621,720.00	$9,100.00	$400,400.00	$7,500.00	$330,000.00	$3,000.00	$132,000.00
84	LATERAL LINER INSTALLATION (FROM MANHOLE)	EACH	2	$7,150.00	$14,300.00	$7,149.00	$14,298.00	$8,450.00	$16,900.00	$6,930.00	$13,860.00	$7,200.00	$14,400.00	$8,000.00	$16,000.00	$3,000.00	$6,000.00
85	ADDITIONAL LATERAL LINER	FOOT	50	$80.00	$4,000.00	$80.00	$4,000.00	$90.00	$4,500.00	$210.00	$10,500.00	$81.00	$4,050.00	$90.00	$4,500.00	$90.00	$4,500.00
86	LATERAL CLEANING AND TELEVISING	FOOT	1452	$25.00	$36,300.00	$25.00	$36,300.00	$30.00	$43,560.00	$6.00	$8,712.00	$26.00	$37,752.00	$30.00	$43,560.00	$2.00	$2,904.00
87	ADDITIONAL LATERAL TELEVISING	FOOT	50	$25.00	$1,250.00	$25.00	$1,250.00	$30.00	$1,500.00	$6.00	$300.00	$26.00	$1,300.00	$35.00	$1,750.00	$2.00	$100.00
88	CLEANOUT INSTALLATION	EACH	5	$5,000.00	$25,000.00	$4,570.00	$22,850.00	$5,500.00	$27,500.00	$3,000.00	$15,000.00	$4,570.00	$22,850.00	$2,000.00	$10,000.00	$500.00	$2,500.00
89	DYE TESTING OF SERVICES	EACH	8	$750.00	$6,000.00	$661.00	$5,288.00	$750.00	$6,000.00	$780.00	$6,240.00	$700.00	$5,600.00	$1,000.00	$8,000.00	$1,800.00	$14,400.00
90	CHIMNEY SEALS EXISTING SAN. MH	EACH	3	$1,250.00	$3,750.00	$1,000.00	$3,000.00	$1,440.00	$4,320.00	$650.00	$1,950.00	$1,800.00	$5,400.00	$2,000.00	$6,000.00	$1,500.00	$4,500.00
91	CEMENTITIOUS MANHOLE SEALING	FOOT	5.5	$2,000.00	$11,000.00	$1,846.00	$10,153.00	$2,450.00	$13,475.00	$780.00	$4,290.00	$1,850.00	$10,175.00	$2,000.00	$11,000.00	$300.00	$1,650.00
92	VACUUM TESTING	EACH	1	$2,500.00	$2,500.00	$1,703.00	$1,703.00	$2,120.00	$2,120.00	$1,170.00	$1,170.00	$1,800.00	$1,800.00	$3,500.00	$3,500.00	$300.00	$300.00
93	PCC STREET SIGN REMOVAL AND RESET (SPECIAL)	EACH	1	$500.00	$500.00	$500.00	$500.00	$1,620.00	$1,620.00	$1,135.00	$1,135.00	$2,500.00	$2,500.00	$5,200.00	$5,200.00	$500.00	$500.00
94	TREE CANOPY PRUNING	EACH	57	$400.00	$22,800.00	$75.00	$4,275.00	$480.00	$27,360.00	$240.00	$13,680.00	$400.00	$22,800.00	$350.00	$19,950.00	$300.00	$17,100.00
95	MISCELLANEOUS ADDITIONS AT VILLAGE DISCRETION	UNITS	75000	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00	$1.00	$75,000.00
96	WATER MAIN TO BE ABANDONED - 6"	EACH	2	$4,500.00	$9,000.00	$1,550.00	$3,100.00	$1,460.00	$2,920.00	$12,700.00	$25,400.00	$3,250.00	$6,500.00	$13,800.00	$27,600.00	$1,500.00	$3,000.00
97	PRECAST CONFLICT MANHOLE, 4' DIA. W/TY 1 F&G (CLOSED)	EACH	1	$15,000.00	$15,000.00	$20,000.00	$20,000.00	$7,480.00	$7,480.00	$13,100.00	$13,100.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$6,500.00	$6,500.00
98	SANITARY SERVICE RECONNECTION TO NEW SANITARY SEWER, 15"	EACH	5	$500.00	$2,500.00	$1,000.00	$5,000.00	$4,460.00	$22,300.00	$5,725.00	$28,625.00	$6,350.00	$31,750.00	$9,000.00	$45,000.00	$3,500.00	$17,500.00
99	SANITARY SERVICE RECONNECTION TO NEW SANITARY SEWER, 21"	EACH	2	$4,750.00	$9,500.00	$1,500.00	$3,000.00	$6,320.00	$12,640.00	$7,260.00	$14,520.00	$13,850.00	$27,700.00	$14,000.00	$28,000.00	$4,000.00	$8,000.00
				TOTAL	**$3,305,636.87**	**TOTAL**	**$3,319,878.00**	**TOTAL**	**$3,863,735.50**	**TOTAL**	**$4,033,570.15**	**TOTAL**	**$4,093,708.30**	**TOTAL**	**$4,286,656.00**	**TOTAL**	**$2,249,460.40**
																5% Contigency	$112,473.02
	Proposed Amount TOTAL AS READ			**TOTAL AS READ**	**$3,305,636.87**	**TOTAL AS READ**	**$3,319,878.00**	**TOTAL AS READ**	**$3,863,735.50**	**TOTAL AS READ**	**$4,033,570.15**	**TOTAL AS READ**	**$4,093,708.30**	**TOTAL AS READ**	**$4,286,656.00**	TOTAL =	**$2,361,933.42**
				Difference =	$0.00	**Difference =**	$0.00	**Difference =**	$0.00	**Difference =**	$0.00	**Difference =**	$0.00	**Difference =**	$0.00		
Total Bid with Bid Alternate -AS BID																	
Total Bid with Bid Alternate -AS CORRECTED				**As Corrected**		**As Corrected**		**As Corrected**		**As Corrected**		**As Corrected**		**As Corrected**			

323 Alana Drive
New Lenox, IL 60451
Main 815.462.9324 + **Fax** 713.965.0044

HRGREEN.COM

November 18, 2025

Mr. Jeff Koza – Village Engineer
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Re: 2026 Woodland Avenue Reconstruction Project
HR Green Proj. No.: 2202582

Dear Mr. Koza:

Attached for your reference, please find the tabulation sheet for the bid opening on Wednesday, November 12, 2025, for the subject project 2026 Woodland Avenue Reconstruction. HR Green, Inc. has verified that out of the twelve (12) bidders, that G&M Cement Construction is the apparent qualified low bidder at $2,992,348.05 total for the complete project. The bids ranged from the noted low bid up to $4,286,656.00. Our engineer's opinion of the probable construction cost (EOPCC) for the full project was calculated to be $2,361,933.42. The most notable differences between the EOPCC and the bidders were observed in the pricing of the PCC Pavement, 8", the T-Liner Installation for sanitary services laterals, contractor mobilization, and the traffic control and protection.

In addition to reviewing the overall bid documents, HR Green requested G&M Cement submit a percentage of work summary for their bid which highlights their proposed work tasks to be self-performed and their proposed sub-contractors. Additionally, we requested that G&M Cement list previous work history similar to the subject project that has been completed within the Village of Western Springs and other communities. Please see the attached summary for your reference.

In summary, given the competitive bidding results, the low bidder's successful work history within the Village of Western Springs, and the acceptable percentage of proposed work structure between them and their sub-contractors, we are recommending that the Village of Western Springs accept the low bid from G&M Cement Construction for the amount of **$2,992,348.05.**

If you have any questions or need additional information, please do not hesitate to contact me at 815-509-7119.

Sincerely,

HR GREEN, INC.

T. Scott Creech, P.E.
Senior Project Manager

Enclosures

TSC/ka
J:\2022\2202582\Design\Bid\ltr_111825_Letter_of_Reccommendation_2026_Woodland_Reconstruction_Western_Springs.docx

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 1, 2025

AGENDA ITEM 13.C.

To: Board of Trustees
From: Jeff Koza, Director of Engineering Services
CC: Ellen Baer, Village Manager
RE: (Discussion only) Professional Services Agreement with HR Green, Inc. for Construction Observation Services for the Woodland Avenue Reconstruction Project

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on November 24, 2025 and recommended the approval of a professional services agreement with HR Green, Inc. ("HR Green") for construction observation of the Woodland Avenue Reconstruction Project for an amount not to exceed $274,935.

Summary

Staff is recommending the use of HR Green to provide construction observation on the project. HR Green completed design engineering on the project and they have assisted the Village on other roadway reconstruction projects in recent years. The not-to-exceed amount of the contract is based on the current estimated construction schedule. Any changes to the schedule could impact the number of work hours needed for HR Green to perform the work.

Financial Impact

The work is included in the draft FY26 budget. The work is funded through the 2025 Infrastructure Referendum.

Recommended Motion

I move to approve a professional services agreement with HR Green, Inc. for construction observation services for the Woodland Avenue Reconstruction Project for an amount not to exceed $274,935.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. PSA-11042025-VOWS_CEI_Woodland_Ave

PROFESSIONAL SERVICES AGREEMENT

For
Village of Western Springs
Woodland Avenue Reconstruction Project
(47th Street to Burlington Ave)

Construction Observation (Full-Time)

Jeff Koza, Director of Engineering Services
Village of Western Springs
740 Hillgrove
Western Springs, IL, 60558
708.246.1800

Kevin J. Berry, P.E.
HR Green, Inc.
2363 Sequoia Drive, Suite 101
Aurora, IL, 60506

HR Green Project Number: 2202550

Date: November 4, 2025

TABLE OF CONTENTS

1.0 PROJECT UNDERSTANDING

2.0 SCOPE OF SERVICES

3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT

4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES

5.0 SERVICES BY OTHERS

6.0 CLIENT RESPONSIBILITIES

7.0 PROFESSIONAL SERVICES FEE

8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between VILLAGE OF WESTERN SPRINGS (hereafter “CLIENT”) and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the request from Mr. Jeff Koza, Village Engineer to perform construction engineering services for the reconstruction of Woodland Avenue from 47th Street to Burlington Avenue in the Village of Western Springs, IL.

The services required for this project are to include construction observation services (full-time) for pavement removal, Portland Cement Concrete (PCC) pavement, combination concrete curb and gutter, water main replacement, storm sewers, storm structures, sanitary sewer repairs, pavement marking, parkway restoration and all incidental and collateral work necessary to complete the project in accordance with the approved Plans and Specifications, and as described herein

As requested by the CLIENT, ***Full-Time*** Construction Observation services associated with the Village of Western Springs – Woodland Ave Improvement Project are detailed within this contract/proposal. Further detail of the COMPANY’s services is provided in the Scope of Services section located herein.

1.2 Design Criteria/Assumptions

The construction contract for the Woodland Ave Reconstruction Project has a completion date of October 16, 2026. COMPANY anticipates the project to go out for bid in November 2025 and construction to begin around April 1, 2026 with a duration of 150 Field Days to meet the contract completion date, unless extenuating circumstances require variation to this proposed schedule, subject to CLIENT approval. The man-hours required for construction observation are included as ***Full-Time*** observation of the project and it is anticipated that the contractor will complete the project by the completion date included in the contract. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Construction Observation

A. Project Startup

COMPANY will contact the residents and businesses within the construction zone and provide project and contact information to the residents and business. COMPANY will also contact and or meet with the school district, and emergency services to ensure that all entities are aware of the project.

B. Construction Observation

COMPANY will provide ***Full-time*** Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. *Note that the **Full-time** Construction Observation Services are based on **150 Field Days** which is estimated from (April 1, 2026 – October 16, 2026) for the Woodland Ave. Reconstruction Project.* COMPANY will observe and verify that items being constructed, and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction as applicable.

COMPANY will complete a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the CLIENT. COMPANY will verify that all materials incorporated into this project are IDOT approved materials and in accordance with the Special Provisions of this contract. COMPANY shall keep the CLIENT informed of the progress of construction and update the CLIENT on weekly basis.

COMPANY in conjunction with the CLIENT staff will review the condition of the traffic control once daily. Traffic control reviews will be completed for the construction zone.

COMPANY will provide erosion and sedimentation control observation services on a weekly basis and after a rainfall of ½″ or more or 6″ or more of snow. COMPANY will document each observation and will direct the contractor to repair and/or replace deficient erosion and sediment control measures.

COMPANY shall review Contractor's submitted record drawings for identified scope of improvements, noting discrepancies as necessary for Contractor's revision and submittal to CLIENT.

C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies.

COMPANY anticipates that there will be construction meetings with the CLIENT, the contractor, subcontractors, and residents during the standard work week. Attendance at these various coordination meetings is included within the allotted hours for Full-Time Construction Engineer in staffing of the project for the length of the Construction Schedule as estimated above in Section 2.1B. These coordination meetings are anticipated to begin after the start of construction. COMPANY will complete an agenda and meeting notes for the construction meeting. Upon completion of the meeting notes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

This task will involve administrative functions which will include the on-going review of the project execution, documentation, schedule and budget, contract file management,

and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

E. Record Drawings
COMPANY will provide a plan set containing the updated general utility layout and detailed grading plan sheets showing rim and invert elevations, pipe lengths, percentages of slope, and locations of visible new structures, in accordance with roadway improvement plans marked “For Construction” prepared by COMPANY. This includes storm sewer, sanitary sewer, and water main structures. The location of these utilities shall be performed only once. The CLIENT must notify the COMPANY of any changes to the utilities so they can be shown on the plan set accordingly. COMPANY shall provide a digital copy of the plan set to be completed in AutoCAD, in addition to a PDF set.

F. Project Close Out

Company will coordinate final quantities and project punch lists. COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

3.0 Deliverables and Schedules Included in this Agreement

Anticipated Project Schedule:

- *Local Bid Opening – November 2025*
- *Construction Start – April 1, 2026*
- *Construction Completion – October 16, 2026*
- *Project Closeout – October 30, 2026*

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

A. Permit fees as applicable;
B. Environmental studies including Abbrev. Phase 1 Report*;
C. Regulated Substances Monitoring & Reporting*;
D. Location Drainage Study services*;
E. Structural design services*;
F. Floodplain analysis/study service*;
G. Wetland delineation/mitigation services*;
H. Right of way and easement plat preparation*;

I. Construction staking and layout*;
J. GIS Drawings and Files*

*COMPANY can provide services as required with addendum to Agreement.

COMPANY shall not supervise, direct, or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion or the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Rubino Engineering will provide Quality Assurance (QA) Material testing and reporting for the project. On-site testing will be done in accordance with IDOT's Project Procedures Guide for Material testing frequency.

6.0 Client Responsibilities

Information required to be provided by the CLIENT as part of this contract includes:

A. Attend weekly project construction review/coordination meetings;
B. Process contractor's pay request, after approved by COMPANY

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to

the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **$274,935.00.**

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Construction Observation (2)				
Construction Engineering & Admin, Meetings, Record Dwg.	1,650	$ 248,470.00	$ 16,465.00	
Material Testing: Sub-Consultant budgetary # for QA)	N/A			$ 10,000.00
Subtotals:	1,650	$ 248,470.00	$ 16,465.00	$ 10,000.00
	Contract Total:		**$ 274,935.00**	

(1) Direct Costs - Includes Postage, Vehicle Costs, , &.

Details are available upon request.

(2) Construction Observation Services are based on estimated Field Observation Days (150 RE field days + 25 Inspector field days + 15 PM visits).

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not

terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following

completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during

which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide

professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed $50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.28 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

8.29 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Kevin J. Berry

Kevin J. Berry, P.E. Area Manager

Approved by: Kevin J. Berry

Printed/Typed Name: Kevin J. Berry, P.E.

Title: Area Manager Date: 11/4/2025

VILLAGE OF WESTERN SPRINGS

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Manhour and Fee Estimate

WOODLAND AVENUE RECONSTRUCTION PROJECT, WESTERN SPRINGS, IL
VILLAGE OF WESTERN SPRINGS
Phase III Engineering Services

HR Green Job No.: 2202550 **DATE: 11/04/25**

Task		Director	Project Manager	Engineer Technician	Resident Engineer	Professional Surveyor	Administration	Total	Direct Costs	Total Fee
CONSTRUCTION ENGINEERING SERVICES									$ 15,750.00	
Construction Start-up and Review					16			16		$ 2,400.00
Construction Layout and Verification					16			16		2,400.00
Construction Observation- Roadway					1200			1200		180,000.00
Construction Observation - Utilities				220				220		26,400.00
Resident Engineering Administration								0		-
Meetings (Pre-Construction Meeting)			4		5			9		1,850.00
Final Quantities Determination					8			8		1,200.00
Record Drawings			8	30		40		78		12,400.00
Punch List & Project Close-out					40			40		6,000.00
Administration									$ 40.00	
QA/QC								0		$ -
Prepare and Update Project Work Plan		2					4	6		950.00
Document Management								0		-
Invoicing and Billing			5				5	10		1,825.00
Budget, Cost Control, and Tracking								0		-
Internal Project Meetings with Staff		2						2		590.00
Project Management - Including Coordination with staff, agencies, Village			1					1		275.00
								0		-
								0		-
Meetings									$ 675.00	
								0		$ -
Progress Meetings at Village of Western Springs		4	40					44		12,180.00
								0		-
								0		-
Sub-Consultants										
QA for HMA and PCC									$ 10,000.00	$0.00
Total		8	58	250	1285	40	9	1,650		
Rates		$ 295.00	$ 275.00	$ 120.00	$ 150.00	$ 165.00	$ 90.00			
Fee		$ 2,360.00	$ 15,950.00	$ 30,000.00	$ 192,750.00	$ 6,600.00	$ 810.00		$ 26,465.00	$ 248,470.00
									Grand Total	$ 274,935.00

* Includes the tabulation and checking of all applicable pay items.

Construction Engineering Assumptions:

1. Contract Letting = November 2025
2. Construction from April 1, 2026 to October 16, 2026 (150 field days)
3. Engineer Technician will be utilized for peak construction and PCC Placement days
4. Punchlist and project close out estimated to be completed within 40 hours.
5. Resident Engineer will attend Weekly Construction Meetings, hours are included within the full day for RE
6. Construction Project Manager estimated at 8 hours per month (5 months = 40 hours)

EXHIBIT A - DIRECT COSTS

Woodlan Ave Reconstruction
Western Springs, IL
CONSTRUCTION ENGINEERING SERVICES

DATE: **11/04/25**

DIRECT COSTS

Vehicle (per day) = $ 90.000

HRG Aurora to W. Springs = 60 miles (round-trip)

		IDOT	CLIENT	HRG Aurora to Job Site	HRG NL to Job Site
Constr. Trips		0	0	175	0
Mtgs Trips				15	
Const. Subtotal	**$15,750.00**				
Meetings =	**$675.00**				

MISC

Postage Allowa	40
Subtotal:	**$40.00**

TOTAL: **$16,465.00**

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 1, 2025

AGENDA ITEM 14.A.

To: Board of Trustees
From: Diana Puga, Municipal Services Coordinator
CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager, Nancy Flores, Interim Director of Recreation, Casey Biernacki, Deputy Village Manager
RE: (Discussion only) Approval of Contract with SW Cleaning Service for 2026 Janitorial Maintenance Services

Recommendation

Consider a motion to approve a contract with SW Cleaning Service for Janitorial Maintenance Services in 2026 for an amount not to exceed of $92,554.

Summary

On November 6, the Village issued a Request for Bids (RFB) for the 2026 Janitorial Maintenance Services contract to service all Village-owned buildings. A mandatory pre-bid meeting and walk-through was held on November 12, in which interested bidders were provided an overview of the contract documents and were encouraged to ask questions. On November 24, 2025, the Village received a total of seven (7) bids. A copy of the bid tab is attached to the report.

The facilities included as part of this contract include:

1. Village Hall
2. Fire Station #1/Community Development
3. Fire Station #2
4. Train Depot
5. Water Treatment Plant
6. Public Works Garage
7. Recreation Center
8. Grand Avenue Community Center

The current janitorial services contract, held by Vega Maintenance Building, includes an optional renewal year. However, due to ongoing performance issues, the Village has elected to re-bid the contract rather than exercise the renewal option. Vega Maintenance Building, the lowest bidder in the current solicitation, was awarded the contract in 2023 and has held it for the past two years. Municipal Services staff have observed a decline in service consistency and several requests for improvement have gone unaddressed, requiring increased oversight and

follow-up by Village staff.

The second-lowest bidder, Uni-Max Management Company, previously held the contract from 2021 to 2023. Staff reported similar performance issues during that period, including missed tasks and a lack of responsiveness. These deficiencies not only impacted service quality but also resulted in additional staff time spent managing the contract, effectively increasing the Village's costs beyond the awarded pricing. It is important to note that the previous contract with Uni-Max was also re-bid in 2023 due to these same performance concerns.

After reviewing all submitted bids, conducting reference checks, and evaluating past performance, staff recommends rejecting the two lowest bids from Vega Maintenance Building and Uni-Max Management Company and recommends awarding the contract to the third-lowest bidder, SW Cleaning Service, for an amount not to exceed $92,544.00 for Village facilities, including the Recreation Department.

The 2026 budget includes a request of $45,000 for janitorial services plus $7,500 for janitorial supplies based upon past contracts. It is anticipated an increase to $61,368 will be necessary for the General Fund with the remaining contract pricing to be charged to the Recreation Fund.

Financial Impact

Account 4104100 52010
Fund General
2026 Budget $45,000
$61,368 (Requested)
*Additional funds in the Rec Fund may be available for an alternate for contracting of Recreation Department facilities.

Recommended Motion

I move to approve a contract with SW Cleaning Service for Janitorial Maintenance Services in 2026 for an amount not to exceed of $92,554.

Strategic Plan Alignment

N/A

File Attachments

1. SW Cleaning Service Bid
2. 2025 Janitorial Services Bid Tab



CONTRACT REQUIREMENTS FOR

2025 JANITORIAL MAINTENANCE SERVICES RFB

NOVEMBER 24, 2025
10:00 A.M. (Prevailing Time)

Contents

Legal Notice 4
Instruction to Bidders 5
Proposal 7
Bid Schedule 9
Schedule of Bid Prices 10
References 11
Special Provisions 13
Scope of Work 13
Locations 13
Days of Service 14
Additional Services / Emergency Conditions 15
Contractor Qualifications 15
Contractor Responsibilities 15
Personnel Requirements 15
Background Checks and Security 15
Personnel Identification 16
Work Crew Supervision 16
Supervisor Quality Checks 16
Meetings 16
Weekly Checklist Inspection 17
Complaints/Reports 17
Contractor to Furnish 17
Notice to the Village of Irregularities 18
Regulations 18
Prohibited Actions 18
Protections of Public and Private Property 18
Safety Data Sheets (SDS) 18
Sub-Standard Work 19
Training and Safety 19
Cleaning Standard and Workmanship 19
Dusting 19
Floor and Carpets 19
Glass 19
Kitchen, Kitchenette, and Lunchrooms 20
Recycling 20
Rest Rooms 20
Waxing and Stripping 20
Wet Mopping 20
Vacuuming 20
General 21
Village To Furnish 21
Terms and Renewal of Contract 21
Termination or Suspension for Convenience 21
GENERAL SPECIFICATIONS 22
Acceptability of Work 22
Assignment 23
Bidder Investigations 23

Change in Scope of Work....23
Collusion among Bidders....24
Compliance with Freedom Of Information Act Requests....24
Compliance with Laws; Employment Discrimination....25
Contractor Personnel....26
Debarment....26
Default Clause....26
Delay....27
Exceptions....28
Expenses Incurred in Preparing Bid....28
Failure to Deliver....28
Guaranty, Warranties and Representations....28
Indemnity/Hold Harmless Provision....29
Insurance Requirements....30
Law and Venue....33
Non-appropriation....33
Oral Statements....33
Permits, Licenses....33
Protection and Restoration of Property....34
References....34
Renewal of Contract....34
Right to Audit....35
Severability....35
Smoking Policies....35
Taxes, Benefits and Royalties....35
Termination....36
Unnecessarily Elaborate and Unresponsive Submittals....36
Waivers of Lien....36
Contractor's Drug-Free Workplace Certification....38
Contractor's Certification Regarding Non-Payment of Compensation....40
EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)....41
Exhibit A....42
Exhibit B....45
Exhibit C....48

Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2025 Janitorial Maintenance Services**

Bids will be received until **10:00 AM**. Prevailing Local Time on **November 24, 2025,** by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids. A mandatory pre-bid conference walkthrough will be held at **Village Hall** located at **740 Hillgrove Avenue, Western Springs, IL 60558** on **Wednesday, November 12, 2025,** at **10:00 AM**. The purpose of this conference is to allow potential firms an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars ($500) or 10% of the bid price, whichever is greater, which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of their bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to their ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Doings Newspaper on November 6, 2025
cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

Instruction to Bidders

VILLAGE OF WESTERN SPRINGS
DATE: November 6, 2025

Bids to be entitled to consideration must be made in accordance with the following instructions:

Bids shall be submitted in an opaque, sealed envelope plainly marked with the words:

2025 Janitorial Maintenance Services RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **November 24, 2025**, after which time and at such place all bids will be publicly opened and read aloud.

Bids received after the time for opening will not be considered.

Bids must be signed by an authorized official of the contractor's organization, and the name of the official and their title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS ($500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws their bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FOURTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as **"Exhibit A"** and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: 2025 Janitorial Maintenance Services RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."

2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.

3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.

5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.

6. The undersigned further agrees to be available to begin work on January as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.

7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred ($500.00) Dollars. If this proposal is accepted and the

undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.

9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

11/20/2025
Date

SW CLEANING SERVICE
Proposed Contractor (Bidder)

SYLWIA WOLAK Sylwia Wolak
Witness

Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga at dpuga@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2025 Janitorial Maintenance Services RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice.

Issue RFB	Thursday, November 6, 2025
Mandatory Pre-Bid Meeting	Wednesday, November 12, 2025
RFB Questions Due	12:00 PM on Monday, November 17, 2025
Bids Due Date	10:00 AM on Monday, November 24
Village Board Selection of Qualified, Responsive Bidder	December 15, 2025
Begin Contract	January 2026

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HEREWITH THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

Facility	**Cost Including Supplies**	
Village Hall	$ 2,412.00	monthly
Fire Station #1/Community Dev.	$ 680.00	monthly
Fire Station #2	$ 440.00	monthly
Train Station	$ 608.00	monthly
Water Plant	$ 280.00	monthly
Public Works Garage	$ 694.00	monthly
Supplemental Pricing		
Recreation Center	$ 1,280.00	monthly
Grand Avenue Comm. Center (GACC)	$ 1,318.00	monthly
Additional Cleaning	$ 25.00	per person/per hour
Emergency Cleaning	$ 95.00	per person/per hour
Deep Clean	$ 30.00	per person/per hour

Rates listed above should be for all services including daily, (bi)-weekly, monthly, annual tasks.

Name of Bidder: SW CLEANING SERVICE

Address: 3608 Kirchoff Rd, Rolling Meadows, IL 60008

Telephone No. (312) 659-9339 Fax No. _____

Email: swolak00089@gmail.com

Signature: Sylwia Wolak

Name and Title: (Please Print) President

Date: 11/22/2025

References

Name of Organization: VILLAGE OF OAK BROOK

Year of Contract: 2023

Contact Name: Tim Martini

Telephone No: (630)368-5284

Email Address: tmartini@oak-brook.org

Name of Organization: Texa Group Inc

Year of Contract: 2017

Contact Name: Taras Gogol

Telephone No: (773) 225-0811

Email Address: marcin@texainc.com

Name of Organization: Master Service Group

Year of Contract: 2020

Contact Name: Jarek Icek

Telephone No: (847) 845-7323

Email Address: office@msgrestoration.com

Name of Organization: BTM Electric Inc

Year of Contract: 2019

Contact Name: Marcin Macznik

Telephone No: (708) 772-8345

Email Address:

Name of Organization:	HUNTERS Restaurant & Lounge
Year of Contract:	2021
Contact Name:	Iwona Kwiecinska
Telephone No:	(773) 501-7420
Email Address:	scenahunters@gmail.com

Special Provisions

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", ***Janitorial Maintenance Services*** conforming to the terms and conditions set forth herein.

Scope of Work

The Village of Western Springs seeks a firm to perform high-quality cleaning custodial/janitorial services consistent with the contractual terms, conditions, and Village's satisfaction.

The Contractor shall become acquainted with the nature of the work, the areas at which work is to be accomplished, and the conditions affecting the cost and performance of the equipment necessary to complete the cleaning and custodial service in an acceptable manner in accord with these specifications.

Locations

Work under the terms of these specifications will be conducted at the following locations:

Location	Approximate Square feet
Village Hall (740 Hillgrove Ave)	31,025
Fire Station #1/Comm. Dev. (4353 Wolf Rd)	16,883
Fire Station #2 (5501 Grand Ave)	3,458
Public Works Garage (1440 Hillgrove Ave)	3,576
Water Plant - Main Level (614 Hillgrove Ave)	2,847
Train Station (914 Burlington Ave)	670
Recreation Center (1500 Walker St)	13,236.9
Grand Avenue Comm. Center (4211 Grand Ave)	18,378.1
Total	**64,069**

- **Village Hall Offices – 740 Hillgrove Avenue**
  - Basement: Hallways, All Purpose Room, Lunch/Break Room, Staircases (2), Sergeants Office, Detectives Office, Municipal Services Area/Offices, Bathrooms
  - Main Floor: Vestibules, Lobby, Hallways, Finance Offices, Police Department, President's Chamber, Board Room, Bathrooms
  - Second Floor: Hallways, Fitness Room, Bunkers, Bathrooms, Staircases
- **Fire Station #1 & Community Development Offices – 4353 Wolf Road**
  - Main Floor: Vestibule, Elevator, Hallways, Offices
  - Fire Station #1: Bathrooms, Lunch/Break Room, Office
- **Water Plant – 614 Hillgrove Avenue**
  - Basement
  - First Floor: Main Entryway, Staircase, Lab, Bathroom, AMIAD Room
  - Second Floor: Lunch/Break Area, AMIAD Room, Office, Bathroom
- **Fire Station #2 – 5501 Grand Avenue**
  - Main Floor: Kitchen, Living Area, Bathrooms, Vestibules, Offices, Hallways

- **Public Works Garage – 1440 Hillgrove Avenue**
    - Hallways, Supervisors Office, Lunch/Break Room, Superintendent Office, Fleet Superintendent Office, Women's Locker Room, Men's Locker Room, Sign Shop
- **Train Station – 914 Burlington Avenue**
- **Recreation Center – 1500 Walker St**
    - Offices, Classrooms, Bathrooms, Hallways, Common Rooms
- **Grand Avenue Community Center (GACC) – 4211 Grand Avenue**
    - Offices, Classrooms, Bathrooms, Hallways, Common Rooms

**Some rooms may not be included, or will be cleaned on a case-by-case basis, upon request by the Village*

The quantities identified herein are estimate quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

Days of Service
Services shall be performed on the days and times as described below for each facility:

Facility	Days	Times
Police Department	Sun – Sat	Between 6:00 pm – 6:00 am
Fire Station #1 & Community Development	Tues–Sun	Between 8:00 pm – 6:00 am
Village Hall	Mon – Fri	Between 6:00 pm – 6:00 am*
Train Depot	Mon – Fri	Between 8:00 pm – 12:00 am
Water Plant	Tues, Thurs	Between 6:00 pm – 10:00 pm
Fire Station #2	Mon, Wed, Fri	Between 6:00 pm – 6:00 am
Public Works Garage	Mon – Fri	Between 6:00 pm – 6:00 am
Recreation Center & GACC	Sat – Sun	Between 10:00 pm – 6:00 am

A schedule must be presented to the Director of Municipal Services, or their designee, and approved before the contract begins. The schedule should outline the time that each facility will be cleaned. The schedule should remain constant throughout the life of the contract unless both the contractor and Village agree to a new official schedule.

The Contractor shall be allowed access to the building to perform the required work in accordance with the times set forth. At times, the Contractor shall be required to shift work to accommodate meetings or other scheduled activities. In the event a meeting or scheduled event prevents work from being completed in a specific room or facility, the

Contractor shall shift its schedule to accommodate cleaning following the event. The Village shall, to the greatest extent possible, inform Contractor of such conflicts in advance.

Service will not be required on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day.

Additional Services / Emergency Conditions

The Village may request temporary additional services and/or increased frequency of service if necessary, due to emergency conditions or special use of the building (i.e. special public meetings on a weekend). Except for in emergency conditions, the Village shall provide twenty-four (24) hour notice of additional and/or increased services requested. Additional services outside of normal working hours and days of service, or requiring additional help during normal working hours, shall be paid at the hourly rate set forth in the Schedule of Bid Prices.

Contractor Qualifications

Qualified vendors must have at least five (5) years' experience in building cleaning and custodial maintenance at municipal operations.

Contractor Responsibilities

Personnel Requirements

All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work employed to perform. All employees assigned by the contractor shall comply fully with all State and Federal laws. They shall be physically able to do their work and be free from any communicable diseases. The Foreman shall be authorized by the Contractor to accept and act upon all directives issued by the Village Manager or their designee. The Contractor is responsible and liable for any wrongful actions of their employees.

It shall be the Contractor's responsibility to ensure that sufficient manpower is available to complete the assigned tasks irrespective of sickness, holidays, vacations or other personnel matters.

The Foreman shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Foreman will schedule and coordinate all services and functions as required by the agreement and as specified in the task schedule. The Foreman shall ensure staff consistently sign off on posted check list.

Background Checks and Security

Due to the presence of certain sensitive property/information within the department offices/facilities, the Contractor, at their own cost, must complete and provide the Village with background checks of employees assigned to work in the Village's

facilities. Such background checks must be completed and accepted by the Village prior to starting Work.

The Contractor shall also carefully screen and reference check all cleaning service employees. Any unusual occurrences will be reported immediately to the proper authority.

Background checks must be completed whenever there is a change in staffing.

Personnel Identification
Name tags or identification is required for all janitorial employees. A picture ID with company logo must be on personnel at all times while cleaning at Village facilities. If requested, the Village will supply nametags for Contractor's employees at Contractor's expense.

Work Crew Supervision
The Contractor shall provide a qualified foreperson to supervise each crew engaged in working under this agreement. The foreperson must be authorized by the Contractor to accept and act on directives from an authorized representative of the Village. Failure to do so shall be sufficient cause for the Village to give notice that the Contractor is in default of the agreement unless such directives would create potential personal injury or safety hazards, or such directives are contrary to the intent of these specifications. In the event only one person is assigned under this agreement, such person shall be considered the foreman and must meet the previously stated requirements.

Except for emergencies, the same personnel shall perform the same work each day.

Supervisor Quality Checks
The Contract Manager, Supervisor, or their designee shall be required to perform a bi-monthly (every other month) quality control check to ensure work has been completed in a satisfactory manner. The Supervisor shall provide the Director of Municipal Services, or their designee, with a copy of their scheduled site visits.

The Village reserves the right to request a copy of the Supervisor's notes, report, or otherwise from their visit.

The Village reserves the right to request the Contractor assign replacements for their Account Manager, Supervisor, Cleaning Staff, or otherwise if the current representative(s) are performing unsatisfactorily or are deemed unacceptable by the Village Manger or their designee.

Meetings
A Village representative and the Contractor's Contract Manager, Supervisor, or their designee shall schedule meetings on a regular basis to discuss schedules,

problems, needs, and mutual areas of concern. The Village may elect to change such schedule at its discretion.

Weekly Checklist Inspection

Completion checklists will be posted in each building and are required to be filled out daily after cleaning is completed. The Village designee will evaluate the checklist and determine if the work was properly completed. Checklist locations will be discussed at the mandatory walkthrough.

Complaints/Reports

The Contractor shall establish a system whereby notice can be given by the Village to the Contractor indicating problems, complaints, and other agreement discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests.

Irregularities reported to the Contractor shall be completed in accordance with the below schedule:

1. Daily punch list items must be completed no later than 48 hours after notification from the Village.
2. Weekly, monthly, bi-annual tasks must be completed within 7 days after notification from the Village, unless both parties mutually agree on a date to complete service.

Contractor to Furnish

The Contractor shall provide at their sole expense all materials, equipment and supplies needed to complete the work with the exception of those items being provided by the Village. The items to be furnished by the Contractor shall include but not be limited to the following:

1. All cleaning solutions: detergents, soaps, waxes, cleaners, polishes, and shampoos.
2. All power and hand equipment: wiping and dust rags, mops, brooms, buckets, vacuum cleaners, buffing machines, squeegees, mechanical polishers, specialty equipment including mobile waste collection container tools or equipment needed to clean and sanitize the buildings.
3. A listing of equipment and materials to be used. All materials and equipment shall be of industrial or commercial type and are to be approved by the Village prior to their use.
4. A record of all Safety Data Sheets for those products and materials used or stored on Village property shall be maintained on-site at all times for public reference.
5. All appropriate protective/safety equipment and clothing necessary for work crew members to perform tasks safely in compliance with federal and state regulations and product manufactures instructions.

The Village reserves the right to request the replacement of defective equipment, or equipment that does not allow the Contractor to satisfy the Village' s standards.

Notice to the Village of Irregularities
The Contractor shall be responsible for immediately reporting any severe irregularities that are discovered during the course of working in the Village facilities. These may include unlocked doors, broken windows, defective plumbing, as well as loose railings, etc.

Regulations
All work must comply with applicable provisions of state, federal and county regulations, as well as the Building Code and Municipal Code of the Village of Western Springs, Cook County, State of Illinois, and all relevant provisions.

Prohibited Actions
The Contractor shall maintain proper security at all facilities in which work is being conducted. This includes, but is not limited to, keeping doors locked (i.e. not propping them open).

The Contractor may not allow any unauthorized individuals into the building at any time. The Contractor may not allow any known individual, otherwise not employed by the Contractor, into the building at any time.

Protections of Public and Private Property
The Contractor shall exercise all necessary caution to protect pedestrian traffic in the building and to protect all public and private property from injury or damage caused by the Contractor's operations.

Any practice deemed hazardous by an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

The Contractor shall comply with all OSHA and other Federal, State, and Local safety standards including Employee Right to Know Programs. The Contractor shall, upon request, provide evidence that each and every work crew member has received satisfactory training in Universal Precautions and safe handling of materials, such as blood borne pathogens and other infectious waste.

Safety Data Sheets (SDS)
The contractor shall supply the Village with Material Safety Data Sheets (MSDS) for all cleaning solutions, soaps, detergents waxes and polished being used as part of the cleaning contract.

The Contractor shall ensure that all chemicals and cleaning products are properly labeled to meet OSHA's regulations and standards.

Sub-Standard Work

The Contractor recognizes that the Village, in its sole discretion, will determine whether the Contractor is performing in a timely and proper manner. By submitting a bill, the Contractor is certifying that all work was completed as directed and specified in the contract and/or by Village representatives. If it is determined by the Village that any or all work was not completed as stated by the Contractor, the Village shall meet with the Contractor to discuss recourse pertaining to the work. The recourse options shall include but are not limited to: 1) termination of the contract, 2) waiver of the Village's obligation to pay all of or a portion of the payment owed to the contractor.

Training and Safety

The Contractor shall properly schedule and train all of its personnel.

The Contractor shall ensure that all its employees or agents read and abide by all applicable laws, standards, and regulations that apply to the completion of the work, including, but not limited to, IDPH, OSHA, and IDOL as they pertain to the cleaning service operations, as well as, by general regulations and standards of the industry and in accordance with all applicable federal, state, county and Village laws and rules.

The Contractor shall abide by all safety standards and regulations provided by OSHA. The Contractor shall assume full responsibility for any training and compliance.

Cleaning Standard and Workmanship

It is the intent of these specifications for the Contractor to provide a high level of service in building maintenance and custodial care. The following statements indicate general standards and workmanship to be furnished under this agreement:

Dusting

No feather dusters are allowed. When dusting the use of techniques are required to prevent airborne dust. Satisfactory and acceptable dusting on any or all flat horizontal services will present a surface free from all dust and other loose material. Dusting must be wiped clean.

Floor and Carpets

A satisfactory and acceptable floor or carpet will not have visible dust, streaks, mars or dirt, including corners, behind doors or under furniture. All paper clips, staples, etc. shall be picked up. The use of vacuuming equipment and/or treated dust mops will be used to keep the floors and stairs clean.

Glass

Glass, mirror or vitreous surfaces will be free from streaks, smears, and spots.

Kitchen, Kitchenette, and Lunchrooms

Kitchen, kitchenette and lunchroom area cleaning shall be of "restaurant" quality. All fixtures, appliances (including refrigerator doors and sides), chrome and metal work and glass shall be cleaned and polished to a shiny appearance free from streaks, dirt, grease and grime. Sinks shall be free from rings, stains and objectionable odors. Floor, walls, cabinets, tables, chairs and garbage receptacles shall be free from stains, dirt, grime, odors, grease and streaks. Appliances shall be cleaned and sanitized to remain free from objectionable odors. Microwaves (internal and external) and range tops shall be clean and free from "cooked on" food. All areas shall meet applicable Village Health standards.

Recycling

The contractor shall be required to collect all materials in designated recycling containers (glass, paper, plastic, etc.) separately from standard refuse. Recycling materials shall all be placed in the designated recycling dumpsters at each facility. Recycling containers are designated at various locations.

Recycling locations include: Village Hall, CD/Fire Station #1

Rest Rooms

A satisfactory and acceptable rest room cleaning shall be of "hospital" quality. All porcelain fixtures, chrome and metal work, and glass shall be cleaned and polished to a shiny appearance free from streaks, dirt or grime. Bowls, urinals, and sinks shall be free from water stains, rings and biological stains. Floors, walls and partitions shall be clean and free from stains, dirt, grime or streaks. Fixtures shall be sanitized with Village approved disinfectant. Rest rooms shall be free of objectionable odors. Signs shall be placed for any occupied building when facilities are out of service or any hazardous condition is present.

Waxing and Stripping

Satisfactory and acceptable waxing, finishing, and polishing will be accomplished through the use of a thin coat of evenly layered wax or finish. Floors will be bright and clean under furniture as well as in traveled areas. Wax, finish or polish will not be allowed to dry on wall bases, furniture legs, equipment etc.

Wet Mopping

Satisfactory and acceptable wet mopping will present a clean floor free from streaks, smears and dried dirt. Safe, all-purpose detergents will be used on all resilient and hard floor surfaces. Proper warning signs, in good repair, shall be placed advising of wet or slippery floor conditions where appropriate.

Vacuuming

HEPA vacuums are required and to be verified by the Public Works Department.

General

All products used must be approved prior to application and Safety Data Sheets shall be provided and maintained in the janitorial area. All storage areas and janitorial closets shall be maintained in a clean and orderly condition with all materials and equipment properly sorted at all times.

Notify Public Works when performing work other than daily tasks.

Village To Furnish

In support of this agreement, the Village will supply the following at no cost to the Contractor:

1. All paper products including; toilet paper, paper towels, etc.
2. All liquid/bar hand soaps and creams used
3. Deodorant blocks, urinal screens, seat covers
4. Plastic liners for trash receptacles
5. Locations for storage of contractor's equipment and supplies
6. Adequate trash receptacles for refuse disposal
7. A central point for refuse disposal

The Village of Western Springs shall provide the Contractor with an appropriate secure area for the storage of cleaning supplies, implements and machinery; these implements, cleaning supplies and machinery will be kept in a sanitary and odor-free condition. All materials shall be stored in a manner/location as directed by the Village and such materials shall be moved by the Contractor if requested to do so by the Village.

Terms and Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Termination or Suspension for Convenience

The Village reserves the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, the Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which the Village has or may acquire any interest and to dispose of such property in such manner as may be directed by the Village.

GENERAL SPECIFICATIONS

Acceptability of Work
The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Applicable Laws and Regulations
The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
D. The Vendor complies with the Illinois Drug Free Work Place Act.
E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.

F. The Vendor complies with the Americans with Disabilities Act.
G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

Assignment
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Authority
The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

Bidder Investigations
Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Bonds
If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

Change in Scope of Work
The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has

been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling $10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village Board and signed by the Village President or their designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested

public records to the Village within two (2) business days of the request being made by the Village.

The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of Default Original Contract Amount from more than	to and including	calendar day
$0	$25,000	$300
$25,000	$100,000	$375
$100,000	$500,000	$550
$500,000	$1,000,000	$725
$1,000,000	$2,000,000	$900
$2,000,000	$3,000,000	$1,100
$3,000,000	$5,000,000	$1,300
$5,000,000	$7,500,000	$1,450
$7,500,000	And over	$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

Guaranty, Warranties and Representations

A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
D. It is authorized to sell and install the goods, supplies, equipment and/or services.
E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
I. A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation

benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE
   Coverage shall be at least as broad as:
   A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
   B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
   C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
   D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE
   Contractor shall maintain limits no less than:
   A. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a contract specific aggregate of $1,000,000.
   B. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of $1,000,000 per accident.
D. Excess Liability/Umbrella Coverage: $2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages
   i. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
   ii. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
   iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
   iv. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

v. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage
The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village's principle office address.

V. ACCEPTABILITY OF INSURERS
Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE
Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS
Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

IX. NO PERSONAL LIABILITY

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

Law and Venue

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

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in their manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

(a) All employees on the work and other persons who may be affected thereby;

(b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the side; and

(c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

Taxes, Benefits and Royalties

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate. Each payment by the Village to the Vendor includes all applicable

Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(A) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) Abide by the terms of the statement; and

(b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(B) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's or Contractor's policy of maintaining a drug-free workplace

(3) Any available drug counseling, rehabilitation, and employee assistance program; and

(4) The penalties that may be imposed upon employees for drug violations.

(C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

(E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

(F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

SW CLEANING SERVICE
SYLWIA WOLAK
Contractor

Date: 11/20/2025

Attest OLHA TSVYNTARNA
Office Manager

Contractor's Certification Regarding Non-Payment of Compensation

SW CLEANING SERVICE presented by SYLWIA WOLAK hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

SW CLEANING SERVICE
Sylwia Wolak
Contractor

DATED: 11/20/2025

ATTEST:

Olha Tsvyntarna
Office Manager

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the ___day of **November** in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and ___SW CLEANING SERVICE_____ (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2025 Janitorial Maintenance Services RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated November 6, 2025 and as agreed to in the Contractor's Proposal dated November 24, 2025.

2. The Contractor agrees to commence the Work on **January 1,** and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner.

3. The Village shall pay the Contractor for the performance of the Work to complete 2025 Janitorial Maintenance Services RFB a total dollar amount not to exceed _____ THOUSAND AND NO/100 DOLLARS ($_____) in accordance with the Contractor's Proposal dated **November 24, 2025,** subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).

4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.

5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:

    A. Legal Notice (Advertisement for Bid) published on **November 6, 2025.**

B. Instructions to Bidders dated **November 6, 2025.**

C. Contractor's Proposal dated **November 24, 2025.**

D. Contractor's bid bond submitted by a check in the amount of $ 500.00 dated **November 24, 2025.**

E. General Specifications and all additional provisions **November 24, 2025.**

F. Contractor's Drug Free Workplace Certification dated **November 24, 2025.**

G. Contractor's Certification Regarding Non-Payment of Compensation dated **November 24, 2025.**

H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.

I. Exhibit C – Change Order Form

J. Required Performance and Payment Bonds provided by the Contractor.

K. Required Insurance Certificates provided by the Contractor.

L. Rider to Contract- General Conditions

6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.

7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.

8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

Contractor:	Village of Western Springs
By: _____ (Name and Title)	By: _____ Heidi Rudolph, Village President
*Corporate Seal of corporation	*Village Seal
Attest:	
By: _____ (Name and Title)	By: _____ Jill Izzo, Deputy Village Clerk

Exhibit B

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS BY THE CONTRACTOR

I, Olha Tsvyntarna, having being first

duly sworn, depose and state that I am the

Office Manager

(insert "sole owner "partner", "president"," other" proper title)

and the authorized agent of SW CLEANING SERVICE, which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the 2025 Janitorial Maintenance Services Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.

3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

   a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or

   b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

   c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

4. In compliance with the Veterans Preference Act (330 ILCS 55/).

5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:

   a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
   b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department

of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).

9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: _____
Name: Olha Tsvyntarna
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 13 Day
Of November, 2025.

_____
Notary Public

OKSANA MALINIAK
Notary Public

OFFICIAL SEAL
OKSANA MALINIAK
Notary Public, State of Illinois
Commission No. 829713
My Commission Expires December 02, 2027

Exhibit C

CHANGE ORDER NO.: N/A

Owner:
Engineer:
Contractor:
Project:
Contract Name:
Date Issued:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:
Description:
Attachments:

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ _____	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: $ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: $ _____	**[Increase] [Decrease]** this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: $ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____
_____	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

2025 Janitorial Services Bid Tab							
Facility	Bravo Services Inc	Uni-Max Management Co.	Smith Maintenance Company	Eco Clean Maintenance, Inc	SW Cleaning Service	Vega Maintenace Building	Metro Facility Solutions
Village Hall	$ 1,952.00	$ 1,500.00	$ 4,320.40	$ 2,504.00	$ 2,412.00	$ 1,910.00	$ 6,295.00
Fire Station #1/Community Dev.	$ 2,100.00	$ 600.00	$ 2,363.99	$ 700.00	$ 680.00	$ 740.00	$ 3,614.00
Fire Station #2	$ 425.00	$ 400.00	$ 489.10	$ 350.00	$ 440.00	$ 470.00	$ 999.00
Train Station	$ 425.00	$ 500.00	$ 81.52	$ 640.00	$ 608.00	$ 650.00	$ 736.00
Water Plant	$ 600.00	$ 100.00	$ 407.58	$ 150.00	$ 280.00	$ 380.00	$ 512.00
Public Works Garage	$ 900.00	$ 900.00	$ 489.10	$ 650.00	$ 694.00	$ 470.00	$ 1,148.00
Total Per Contract Monthly	**$ 6,402.00**	**$ 4,000.00**	**$ 8,151.69**	**$ 4,994.00**	**$ 5,114.00**	**$ 4,620.00**	**$ 13,304.00**
Total Per Contract Year	**$ 76,824.00**	**$ 48,000.00**	**$ 97,820.30**	**$ 59,928.00**	**$ 61,368.00**	**$ 55,440.00**	**$ 159,648.00**

Supplemental Pricing							
Recreation Center	$ 2,115.00	$ 1,500.00	$ 1,711.86	$ 1,650.00	$ 1,280.00	$ 655.00	$ 1,533.00
GACC	$ 2,625.00	$ 1,500.00	$ 2,363.99	$ 1,700.00	$ 1,318.00	$ 655.00	$ 1,664.00
Additional Cleaning	$ 30.00	$ 30.00	$ 24.25	$ 25.00	$ 25.00	$ 25.00	$ 29.50
Emergency Cleaning	$ 35.00	$ 30.00	$ 36.40	$ 50.00	$ 95.00	$ 28.00	$ 44.25
Deep Clean	$ 45.00	$ 30.00	$ 36.40	$ 35.00	$ 30.00	$ 25.00	$ 37.50
Total Rec Monthly	**$ 4,740.00**	**$ 3,000.00**	**$ 4,075.85**	**$ 3,350.00**	**$ 2,598.00**	**$ 1,310.00**	**$ 3,197.00**
Total Rec Annually	**$ 56,880.00**	**$ 36,000.00**	**$ 48,910.15**	**$ 40,200.00**	**$ 31,176.00**	**$ 15,720.00**	**$ 38,364.00**

Total - All Village Facilities (Annually)	**$ 133,704.00**	**$ 84,000.00**	**$ 146,730.45**	**$ 100,128.00**	**$ 92,544.00**	**$ 71,160.00**	**$ 198,012.00**

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 1, 2025

AGENDA ITEM 14.B.

To: Board of Trustees
From: Matthew Supert, Director of Municipal Services
CC: Ellen Baer, Village Manager
RE: (Discussion only) Renewal of Right of Way Use License and Fiber Optic Cable Agreement between the Village of Western Springs and MCImetro Access Transmission Services, LLC (MCImetro/Verizon)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on November 24, 2025 and recommended the approval of the renewal of a right of way use license and fiber optic cable agreement between the Village of Western Springs and MCIMetro Transmissions Services Corp. (Verizon) [original licensee: WideOpenWest Illinois, LCC (WOW)].

Summary

In 2015 Village of Western Springs entered into a ten (10) year agreement with WideOpenWest Illinois, LLC. (WOW) for the installation and operation of a fiber optic cable network located in Village right of way (ROW) at various locations within the community. The agreement identified the installation of fiber optic cable to be owned and utilized by WideOpenWest for private and commercial means along with the installation of fiber optic cable that would be provided to the Village, the Lyons Area Township Communications Center (LTACC), and its partners for emergency/911 services.

In 2017 WOW entered into an asset purchase agreement with MCIMetro Access Transmission Services Corp. (Verizon), an indirect and wholly owned subsidiary of Verizon Communications, Inc. The Village passed a consent to assignment under Resolution 17-2412 to amend the fiber optic cable agreement.

The agreement is set to expire at the end of 2025 and Verizon is requesting a renewal of the license agreement to allow for the continued use of Village ROW for their fiber optic cable systems. The attached agreement is a revised version of the 2015 agreement and has removed the language pertaining to the installation of fiber optic cable to be granted to the Village. That work has been completed. The remaining terms and conditions in the agreement remain largely unchanged.

Financial Impact

N/A

Recommended Motion

I move to approve the renewal of the right of way use license and fiber optic cable agreement between the Village of Western Springs and MCIMetro Transmissions Services Corp. (Verizon) [original licensee: WideOpenWest Illinois, LCC (WOW)]

Strategic Plan Alignment

N/A

File Attachments

1. Request to Renew Letter - ROW Use Agreement - MCIMetro
2. 2015 LTACC Fiber Agreement
3. Resolution 17-2412 - Consent to Assignment - MCIMetro
4. 2025 DRAFT MCIMetro FIber License Agreement

600 Hidden Ridge
ATTN: Franchise Manager
Irving, TX 75038
Phone: 972.457.7910
Mobile: 214.803.9393
bradley.duhe@verizon.com

J. Bradley Duhé
Senior Consultant – Municipal Franchising & Right of Way
Verizon Business

September 10, 2025

Ms. Ellen Baer
Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

VIA FedEx - OVERNIGHT

Also delivered via email to: ebaer@wsprings.com

RE: NOTICE – Request to RENEW/AMEND/REPLACE Telecom Right-of-Way Use Agreement expiring 12/8/2025 for former Wide Open West network, now owned by MCImetro

Dear Ms. Baer,

Pursuant to the existing license agreement, please accept this notification to serve as MCImetro/Verizon's intent to RENEW/AMEND/REPLACE the existing Agreement between MCImetro Access Transmission Services LLC (MCImetro/Verizon) [original licensee: WideOpenWest Illinois, LLC (WOW!)] and the Village of Western Springs, which expires on 12/8/2025. For your convenience, I am enclosing copies of the existing agreement & addendum.

Please advise if the Village will require execution of a completely new license agreement or whether it will require simply a second amended agreement extending the term into the future. Whatever path the village would like to pursue, please forward to me the draft document for our review and approval.

If other personnel, departments or organizations within the Village should also be informed of this development please forward this message as appropriate.

MCImetro (Verizon) has successfully served the telecommunications needs of the citizens and businesses of the Village of Western Springs for many years, and Verizon Business looks forward to working with the Village to continue to meet those needs. I would welcome the opportunity to discuss this matter with the appropriate person in your Village administration. Please feel free to contact me directly at (214) 803-9393 or via email at Bradley.Duhe@verizon.com. Thank you.

Sincerely,

J. Bradley Duhe

Enclosures

Cc: Delivered via email only to: Michael T. Jurusik @ mtjurusik@ktjlaw.com

FedEx Item #: 8842 7175 0831

verizon

RIGHT OF WAY USE
LICENSE AND FIBER OPTIC CABLE AGREEMENT
BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND WIDEOPENWEST ILLINOIS, LLC

This **RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDEOPENWEST ILLINOIS, LLC** (the "Agreement") is entered into on 9th Nov., 2015 (the "Effective Date") by and between the Village of Western Springs, an Illinois municipal corporation (the "Village") and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"). The Village and the Licensee shall be referred to as the "Parties," and individually as a "Party."

WHEREAS, the Village maintains standards for construction within its public rights of way in Title 8 (Public Ways and Property), Chapter 11 (Standards for Construction of Utility Facilities In Public Rights Of Way), of the Village of Western Springs Municipal Code (the "ROW Construction Ordinance"), as amended from time to time; and

WHEREAS, the Village owns and maintains a fiber optic metropolitan area network (the "MAN") within its public rights of way depicted in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Village desires to extend and expand its MAN in the locations, and within the Village owned public rights of way, as depicted in **Exhibit B** attached hereto and made a part hereof (the "Approved ROW Locations"); and

WHEREAS, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

WHEREAS, the Licensee desires a license to construct, install, operate, maintain, and replace a privately owned and operated fiber optic telecommunications cables (the "Cable System") both underground and on existing utility poles within the Approved ROW Locations, as depicted and described in **Group Exhibit C** attached hereto and made a part hereof; and

WHEREAS, the Licensee desires to utilize the Cable System to extend the scope of its private business activities; and

WHEREAS, the Licensee is not delivering, and does not intend to deliver, cable television service to residents of the Village; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the Village agrees to allow the Licensee, at its sole cost, to install additional fiber optic cables within the Approved ROW Locations to expand the MAN in the areas depicted in **Exhibit B** and **Exhibit C-1**, and to construct, install, operate, maintain,

and replace its Cable System within certain of the Approved ROW Locations, including underneath the Burlington North Santa Fe Railroad ("BNSF") right of way ("BNSF ROW") using the Village-owned conduit adjacent to the Clausen Avenue pedestrian underpass; and

WHEREAS, the Licensee is willing to install and extend the MAN for the Village for the exclusive and permanent use of the Village, all as set forth and further defined in this Agreement (the "MAN Improvements"), as depicted and described in **Group Exhibit D** attached hereto and made a part hereof; and

WHEREAS, the Village has determined that it is useful to the Village and its residents to grant a public right of way use license to the Licensee for the Cable System as provided in this Agreement, and for the Village to acquire the MAN Improvements; and

WHEREAS, the Licensee is authorized to enter into this Agreement and to perform the obligations and commitments set forth in this Agreement; and

WHEREAS, the Village and Licensee are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the Parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follow:

1. **Recitals**: The Recitals are incorporated into this Agreement as material terms of this Agreement.

2. **Grant of Right of Way Use License**: For and in consideration of the terms of this Agreement, and in compliance with all federal, state, county, and Village laws, ordinances, and regulations, the Village grants to the Licensee a non-exclusive revocable license (the "License") to construct, install, operate, maintain, and replace (collectively the "Maintenance") the Cable System and MAN Improvements in the Approved ROW Locations, subject to the terms of this Agreement. This Agreement and the License do not convey any right, title, or interest of any kind, including any ownership or leasehold interest, in any Village public rights of way, but is a license only for the use and occupancy of the specified Approved ROW Locations for the limited purposes stated in this Agreement.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights of way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work by Licensee must comply with the requirements for emergency maintenance in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, as amended from time to time.

3. **Term of Agreement; Reopener**:

A. This Agreement, and the License granted herein, shall be for a ten (10) year term, commencing on the Effective Date (the "Term") of the Agreement, which shall be the date the last signatory signs the Agreement, unless otherwise extended. The Term may be extended by mutual written agreement of the Parties for one (1) or more successive terms of not more than ten (10) years each (each such period is an "Extended Term"), so long as the Licensee is in full compliance with the terms of this Agreement at the time of each extension. A Party requesting an Extended Term shall submit such a request to the other Party in writing at least thirty (30) calendar days prior to expiration of the Term or the Extended Term then in effect. The thirty (30) calendar day period may be waived by the other Party.

B. During the Term, the Licensee shall not pay the Village a License fee, in consideration of the Licensee's installation of the MAN Improvements, and in consideration of the Licensee's transfer of ownership of the MAN Improvements to the Village.

C. The Parties shall reopen, renegotiate, and amend this Agreement if any of the following occurs:

1. If the Licensee desires to provide any "telecommunications service" to persons or areas within the Village, as defined in Section 8-8-2 (Definitions) of the Village of Western Springs Municipal Code (the "Code"), the Parties shall amend this Agreement in accordance with Title 8 (Public Ways and Property) and Chapter 8 (Telecommunications), to include terms of the franchise agreement called for in Section 8-8-3(C) (Telecommunications Franchise) of the Code, including payment by the Licensee of a franchise fee to the Village.

2. If the Licensee desires to extend the footprint of the Cable System or increase the number of strands in the Cable System, the Parties shall amend this Agreement to include such additional terms and consideration as are necessary to obtain the Village's consent to allow the Licensee to so extend or modify the Cable System.

3. If federal, state, or county laws, regulations, or requirements regarding the MAN or this Agreement impose any unforeseen cost or expense on the Village, the Parties shall amend this Agreement to allocate the costs or expenses among the Parties.

4. If the BNSF imposes any unforeseen expense(s) related to the use of the Village-owned conduit utilized by the Parties.

4. **Location, Description and Installation of Cable System**: The Cable System shall be composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Cable System are described in **Group Exhibit C**. The Cable System, once installed, shall be owned by Licensee, subject to the terms of this Agreement. The Licensee represents and warrants that it does not hold any franchise issued by the Village for the provision of "telecommunications service" to persons or areas in the Village, as defined in Section 8-8-2 (Definitions) of the Code, and Licensee shall not provide such telecommunication service until and unless Licensee obtains a franchise issued by the Village, as required by Section 8-8-3 (General Requirements) of the Code, and in accordance with the process in Section 3(C)(1) of this Agreement. On or before Nov 9, 2016, ~~2015~~, the Licensee shall install the fiber optic cable segments that comprise the Cable System.

5. **MAN Improvements**:

A. The Licensee shall, at Licensee's sole cost and expense, install the fiber optic cable segments that comprise the MAN Improvements, as set forth in the following "Table 1," and as depicted and further described in **Group Exhibit D**:

Table 1

#	From	To	Strands	Initial Ownership	Type	Color on Exhibit D-1
1	Western Springs Village Hall ("WS Village Hall")	Lyons Township High School North Main Building ("LTHS NMB")	24	D204	Buried	Blue
2	WS Village Hall	Thru La Grange Area Department of Special Education to LTHS NMB	6	D204	Buried	Blue
3	WS Village Hall	Thru West Field to LTHS NMB	6	D204	Buried	Blue
4	WS Village Hall	Thru Transition House Lab to LTHS NMB	6	D204	Buried	Blue
5	WS Village Hall	Straight to LTHS NMB	6	D204	Buried	Blue
6	WS Village Hall	La Grange Police Department	12	Village / La Grange / LTACC	Buried	Green
7	WS Village Hall	Field Park Elementary School	6	Village	Buried	Red
8	WS Village Hall	Clausen Avenue Underpass	6	Village	Buried	Yellow
9	Clausen Avenue Underpass	Corner of North Brainard Avenue and West Hillgrove Avenue	12	Village / La Grange / LTACC	Buried	Green
10	La Grange Police Department	La Grange Park Police Department	6	WOW	Aerial	Orange

B. Each segment of the MAN Improvements shall:

1. Contain the number of fiber optic strands in the "Strands" column in Table 1; and

2. Be constructed underground and on existing utility poles within the Approved ROW Locations as set forth in the "Type" column in Table 1; and

3. Upon completion of installation of the MAN Improvements, and after written acceptance by the entity set forth in the "Initial Ownership" column of Table 1 of a no fee bill of sale executed by Licensee, all components of the MAN Improvements for each segment, including without limitation the fiber optic strands, conduits, handholes, patch panels, locate posts, and locate wires (collectively the "MAN Improvement Components") shall become the property of the entity set forth in the "Initial Ownership" column of Table 1, and all rights, title, and interest in the MAN Improvements shall be and remain with entity set forth in the "Initial Ownership" column of Table 1, or their assigns, except that any segment which crosses the municipal corporate boundary from the Village to the Village of La Grange shall be owned, maintained, repaired and replaced by the municipality within that municipality's corporate boundary, such that the Village and the Village of La Grange, or their assigns, shall each be responsible for ownership, maintenance, repair and replacement of the segments, or portions thereof, within their respective municipal corporate boundaries, except that all aerial facilities shall be owned and maintained by Licensee; and

4. Be installed on or the Effective Date, except that Segment 9 shall be installed within twelve (12) months of the Effective Date.

C. Segments 6 and 9 shall be owned, maintained, repaired and replaced by the Village and the Village of La Grange within their respective municipal corporate boundaries until such time as the Village and the Village of La Grange transfer title to Segments 6 and 9 to the "Lyons Township Area Communications Center" ("LTACC"), and LTACC, or their assigns, shall thereafter own, maintain, repair and replace Segments 6 and 9.

D. The entities set forth in the "Initial Owners" column in Table 1 may freely assign their respective ownership interests in the MAN Improvements, and the consent of Licensee shall not be necessary in order for any such assignment to occur.

E. In order to comply with the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as set forth in Section 16(F) below, the Parties agree that:

1. The MAN Improvements consist of Twenty Nine Thousand Forty (29,040) linear feet of fiber optic cable installed by Licensee (the "MAN Improvements Length"), the Cable System consists of Ten Thousand Four Hundred Fifty Four (10,454) linear feet of fiber optic cable installed by Licensee (the "Cable System Length"), and together the MAN Improvements and the Cable System consist of a

total of Eighteen Thousand Five Hundred Eighty Six (1 of fiber optic cable (the "Total Improvements Length").

Math collecting this info

2. The MAN Improvements consist of Th (36%) of the Total Improvements Length (the "MAN Im Share"), which is the product of the MAN Improvements Length divided by the Total Improvements Length. The Cable System consists of Sixty Four Percent (64%) of the Total Improvements Length (the "Cable System Cost Share"), which is the product of the Cable System Length divided by the Total Improvements Length.

3. The wages paid by Licensee to build the MAN Improvements and the Cable System are 2,371.28 Dollars ($2,371.28) (the "Total Wages Cost"). The wages paid by Licensee to build the MAN Improvements are 668 ($668.00) (the "MAN Improvements Wage Costs"), which is the product of the MAN Improvements Cost Share multiplied by the Total Wages Cost.

4. The Licensee shall, within 30 ( ) business days of the Effective Date, deliver to the Village all documents reasonably requested by the Village relating to the wages paid, hours worked, and other information needed to compute the wages owed under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for construction the MAN Improvements (the "MAN PWA Wages"). The wages owed under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for construction the MAN Improvements shall be the "MAN PWA Wages." The Licensee shall, within the same time period, submit to the Village and the Illinois Department of Labor, as the case may be, all other documents and information necessary to comply with the Licensee's obligations under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq*.

5. The Village shall, within 30 ( ) business days after receipt of all documents and information required to calculate the MAN PWA Wages, pay to Licensee the MAN Improvement Wage Costs subtracted from the MAN PWA Wages.

6. **Construction Within and Use of Public Rights of Way**:

A. All Maintenance within the Village's rights of way shall comply with the ROW Construction Ordinance, as amended from time to time, and other applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-16 (Construction Methods and Materials) of the ROW Construction Ordinance, as amended from time to time. The Licensee shall not interfere with property of Village or the property of other users of the public rights of way.

B. This Agreement does not authorize the Licensee to use any privately owned property, except that if a portion of the Approved ROW Locations consists of an easement area in favor of the Village over private property and the easement permits the Licensee's use of the easement area, the Licensee may use the easement area.

C. All Maintenance by the Licensee shall be further subject to the following regulations and requirements:

1. The Approved ROW Locations include the Clausen Avenue pedestrian under pass that crosses under the BNSF ROW. The Licensee shall hand excavate inside the BNSF ROW to expose the existing four inch (4") conduit. The four inch (4") PVC conduit shall be extended north and south into the Village's right of way and piped into a handhole to be owned by the Village and provided by the Licensee. Licensee may pass through and separate its four hundred thirty two (432) count fiber to an adjacent handhole box to be owned and maintained by Licensee. Licensee shall install a fabric innerduct with six (6) cells and install each fiber run through an innerduct. Pull strings shall be provided in all unused innerducts within the Village's existing four inch (4") conduit. All work taking place in the BNSF ROW shall be restored to its prior condition immediately upon completion of the work or as directed by the Village. If the BNSF charges a fee to the Village or Licensee for Maintenance performed under this Agreement relative to the Licensee's use of the Clausen Avenue pedestrian underpass that crosses under the BNSF ROW, the Licensee shall be solely responsible for paying the fee.

2. All MAN Improvement Components shall be provided by Licensee at Licensee's cost and ownership conveyed by bill of sale to the entity set forth in the "Ownership" column of Table 1. A minimum of ten feet (10') of cable slack shall be provided in each handhole box. A minimum of ten feet (10') of cable slack shall be provided at each segment termination location.

3. The Licensee shall provide the Village with no less than twenty four (24) hours of notice prior to the commencement of work taking place in the Approved ROW Locations each calendar day, including but not limited to work in the BNSF ROW. The Licensee shall not commence any work under this Agreement unless timely notice has been given.

4. Licensee shall install a #12 (THNN or equal) copper locate wire with proper termination at locate posts and hand holes for fiber optic cable segment labeled "# 6" in Table 1, from the Western Springs Village Hall to the La Grange Police Department.

5. Licensee shall install the MAN Improvement Components in the locations specified in the plans in **Exhibit D-1**.

6. Licensee shall re-terminate all fiber at existing termination locations, including but not limited to the Western Springs Village Hall, Field Park School, and the security cameras located at the Clausen Avenue Underpass.

7. Licensee shall, at its cost, prepare and provide to the Village "as-built" plans for the Cable System and MAN Improvements within a reasonable time after installation of the Cable System and MAN Improvements. The as-built plans shall include all relevant information requested by the Village, including but not limited to depth of the conduit and a strand identification map or table.

8. Licensee shall be solely liable for any damages resulting from any Maintenance due to Licensee's failure to comply with the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq*.

7. **Permits**: The Licensee shall secure all necessary permits required for Maintenance, including Village permits, and shall pay the customary and standard permit fees, and shall post the security required by Section 8-11-10 (Security) of the ROW Construction Ordinance, prior to commencing any Maintenance.

8. **Operation and Maintenance of Cable System**: The Licensee shall, during the Term of this Agreement, be responsible for maintaining the Cable System in good and safe condition at all times and in compliance at all times with applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation, the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, and the costs of said Maintenance shall be paid solely by the Licensee. In the event of a loss of service in the Cable System, the Licensee shall repair any damage and restore service promptly, and in a manner in accordance with industry standards. At no time, and under no circumstances, may the Licensee take any action that would have an adverse impact of any kind on the maintenance or operation of the MAN.

9. **Property Restoration and Repairs**:

A. The Licensee shall comply with the cleanup and restoration requirements of Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

B. If the Licensee fails to restore or repair any disturbance or damage within the required time, the Village may undertake the restoration or repairs, at the Licensee's sole cost and expense, using the Village's own staff or forces or third-party contractors. The Licensee shall reimburse the Village for all costs and

expenses incurred by the Village related to the restoration or repairs, including reasonable administrative costs, within thirty (30) calendar days after receipt of an invoice of those costs and expenses from the Village. The invoice shall include reasonable detail of the costs and expenses and must include receipts or other document when available. If the Licensee fails to pay the Village within thirty (30) calendar days after receipt of the invoice, the Village may issue a notice to the Licensee that the Village will terminate this Agreement if payment is not received within fifteen (15) calendar days after the date of that notice. If the Licensee fails to pay the Village within that fifteen (15) calendar day period, then the Village may immediately terminate this Agreement.

10. **No Liability for Damage to Cable System MAN, or MAN Improvements**: Unless directly and proximately caused by a negligent, willful, intentional, or malicious act of the Village, the Village shall not be liable for, and the Licensee expressly waives all claims it may have against the Village for, any damage to or loss of the Cable System, the MAN, or the MAN Improvements.

11. **Mechanic's Lien**: The Licensee shall not suffer or permit any mechanic's lien or other such lien to attach to any portion of the Approved ROW Locations and/or the MAN, and the Licensee shall be solely responsible for payment of any mechanic's lien or other lien. The Licensee shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including the Village's attorney's fees and expenses incurred with removing, settling or contesting such lien or claim.

12. **Transfer or Assignment of Agreement**: This Agreement is binding on, and inures to the benefit of the Village, the Licensee, and their successors and assigns. Except as stated in this Section 12, the Licensee has no right or authority to transfer or assign this Agreement or any interest in any part of this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the MAN and/or the MAN Improvements. The Licensee may assign this Agreement without the Village's consent to the Licensee's affiliate or to the Licensee's successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the MAN and/or the MAN Improvements.

13. **Indemnification**: As a material inducement for the Village to enter into this Agreement, the Licensee agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees (the "Village Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Licensee's Maintenance of the Cable System

and/or MAN Improvements, or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village or the Village Affiliates.

The scope of the Licensee's indemnification shall include, but is not limited to:

(1) Any negligent, tortious or wrongful act or omission of the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and

(2) Loss or damage of any kind resulting from the Licensee's failure to comply with any provision of this Agreement, or of any federal, state, county or Village law, regulation, or ordinance applicable to the Licensee.

As a condition of the Village entering into this Agreement, the Licensee agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Licensee, in, on or about that portion of the Cable System used by the Licensee pursuant to this Agreement.

In the event of any such injury including death or loss or damage or claim or claims therefore, the Licensee shall give immediate written notice thereof to the Village, the Village shall have the right to select its own counsel to be paid for by Licensee, and the Village shall have the right to direct its own defense.

14. **Insurance**: Licensee shall procure and maintain, for the duration of the Agreement, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village and the Village Affiliates as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and

2. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and

3. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto;" and

4. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance**: The Licensee shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a contract specific aggregate of $1,000,000; and

2. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of $1,000,000 per accident; and

4. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis; and

5. Excess Liability/Umbrella Coverage: $2,000,000 per occurrence and in the aggregate.

C. **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village and the Village Affiliates; or the Licensee shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. **Other Insurance Provisions**: The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage**:

a. The Village and the Village Affiliates are to be covered as additional insured as respects: liability arising out of the Village's work, including activities performed by or on behalf of the Village; products and completed operations of the Village; premises owned, leased or used by the Village; or automobiles owned, leased, hired or borrowed by the Village. The coverage shall contain no special limitations on the scope of protection afforded to the Village and the Village Affiliates.

b. The Village's insurance coverage shall be primary as respects the Village and the Village Affiliates. Any insurance or self-insurance maintained by the Village and the Village Affiliates shall be excess of Village's and the Village Affiliates' insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village and the Village Affiliates.

d. The Village's insurance shall contain a Severability of Interests/Cross Liability" clause or language stating that Village'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.

e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Village shall be required to name the Village and the Village Affiliates. A copy of the actual additional insured endorsement shall be provided to the Village.

2. **Workers' Compensation and Employers Liability Coverage**: The insurer shall agree to waive all rights of subrogation against the Village and the Village Affiliates for losses arising from work performed by Licensee for the Village.

3. **All Coverage**: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Village.

E. **Acceptability of Insurers**: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. **Verification of Coverage**: The Licensee shall furnish the Village with certificates of insurance naming the Village and the Village Affiliates as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Licensee's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. **Subcontractors**: The Licensee 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**: The Licensee assumes liability for all injury to or death of any person or persons including employees of the Licensee, 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.

15. **Reimbursement of Village Expenses**: The Licensee shall reimburse the Village for its costs for reviewing and negotiating this Agreement in an amount not to exceed Three Thousand and No/100 Dollars ($3,000.00). The Village shall provide the Licensee an invoice stating those costs within thirty (30) calendar days after the Effective Date. The Licensee shall pay the Village within ten (10) business days after receipt of the invoice.

16. **Compliance With Laws**: The Licensee certifies as follows:

A. That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

B. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

C. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).

D. In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, state, county and Village laws, ordinances, and regulations, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Licensee hereunder. Any complaint of such discrimination received by the Licensee shall be immediately forwarded to the Village.

E. That it shall comply with all applicable federal, state, county, and Village laws, ordinances, and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the

employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Licensee agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Licensee further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Licensee in all its contracts and agreements with contractors and subcontractors for this program.

F. The Licensee agrees to pay not less than the prevailing rate of wages as determined by the Illinois Department of Labor (IDOL) and as set forth in the schedule of prevailing wages maintained by the IDOL under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as applicable to all laborers, workers, and mechanics performing work under this Agreement on the MAN Improvements. The Licensee, its contractors, and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act throughout the duration of the Agreement. Should the IDOL revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Agreement. It is the Licensee's sole responsibility and duty to insure that any revision in the prevailing wage rates during the course of the project will be reflected in payment from the Licensee and each contractor and subcontractor to each worker where the change is applicable.

G. The Licensee also agrees to require any contractor doing construction work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.

H. Section 7(2) of the Illinois Freedom of Information Act (the "FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a Party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Licensee acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Licensee's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Licensee agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Licensee acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act.

17. **Termination of Agreement**:

A. **Termination by Licensee**: Subject to the conditions stated in this Subsection 17(A), the Licensee may terminate this Agreement at any time and for any reason upon thirty (30) calendar days advance written notice to the Village of its intention to terminate. The following conditions apply to any termination of this Agreement by the Licensee:

1. All of Licensee's obligations related to the Cable System and MAN Improvements shall survive termination of this Agreement such that the Licensee may take no action related to the Cable System or the MAN Improvements that would have an adverse impact of any kind on the maintenance or operation of the MAN Improvements, and Licensee's obligations related to the Cable System Man Improvements shall only terminate at such time as the maintenance and operation of the Cable System and MAN Improvements will not be adversely impacted; and

2. All unfulfilled or unfinished obligations of the Licensee under this Agreement, whether Maintenance obligations, payment obligations, restoration or repair obligations, or any other obligation, survive termination of this Agreement, and the Licensee shall continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

B. **Termination by Village**: Subject to the conditions stated in this Subsection 17(B), the Village may terminate this Agreement for any of the following causes:

1. A material violation of any term of this Agreement and the Licensee's failure to completely cure that violation within fifteen (15) calendar days after receipt of written notice by Village that identifies the violation.

2. The material failure of Licensee to comply with all applicable federal, state, county, or Village laws, ordinances, rules, or regulations.

3. The Licensee made a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement or in a permit application for the Cable System and/or MAN Improvements.

4. Construction of the Cable System and/or MAN Improvements contrary to the plans and specifications approved by the Village.

5. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

6. The Licensee transfers the License without the Village's approval required under this Agreement.

7. The Licensee ceases its business operations or ceases operation of the Cable System and/or the MAN Improvements, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within thirty (30) calendar days after they were ceased.

8. Any portion of the Cable System and/or MAN Improvements presents a direct or imminent threat to the public health, safety, or welfare, whether due to its location, condition, or other circumstance, and the Licensee fails to mitigate that threat promptly.

9. Failure to provide the required traffic control, or failure to follow safety requirements while performing work, and to respond to requests from the Village to correct such deficiencies within a reasonable time.

C. **Cessation of Agreement**: At the time this Agreement is no longer in effect, for any reason including, but not limited to, expiration of the Term or an Extended Term, or termination by the Village or Licensee, or pursuant to court order or decree:

1. The Village shall direct the Licensee as to what portion of the Cable System and/or MAN Improvements, if any, the Licensee must remove from the Village's public rights of way. Any portion of the Cable System and/or MAN Improvements designated by the Village for removal must be removed by the Licensee at its sole cost and expense within thirty (30) calendar days after the date of termination, and the Licensee shall promptly restore all disturbed public rights of way to the standards in Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

2. The Licensee, at no cost or expense to the Village, shall quitclaim and transfer to the Village by a bill of sale all rights, title, warranties, and interest to all portions of the Cable System and/or MAN Improvements that remains with the Licensee, within fifteen (15) calendar days of a written demand of the Village.

18. **Complete Agreement; Amendments**: This Agreement represents the entire agreement between the Village and the Licensee regarding the subject matter hereof. This Agreement may be amended only in writing with the signatures of the properly authorized representatives of the Parties.

19. **Incorporation of Exhibits**: **Exhibit A** through **Exhibit D** are incorporated as substantive provisions of this Agreement.

20. **Governing Law; Venue**: This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the Parties shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

21. **Taxes**: Nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee shall be responsible for the payment of any taxes assessed relative to its use of the Village's public rights of way or the Licensee's operation of the Cable System and/or the MAN Improvements.

22. **No Waiver**: The waiver by a Party of a particular breach of this Agreement or the failure of a Party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver any other breach or a bar from enforcing any other term.

23. **Notice**: All notices, demands, elections, and other instruments required or permitted to be given or made by any Party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other Party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

(a) Notices to Western Springs shall be sent to:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Phone: (708) 246-1800
Fax: (708) 246-0284

With a copy to:

Michael T. Jurusik
Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

(b) Notices to Licensee shall be sent to:

WideOpenWest Illinois, LLC
Attn: Business Manager
1674 Frontenac Rd
Naperville, IL 60563

24. **Good Faith Cooperation**: The Parties agree that: (i) in the event a decision by a regulatory authority at the federal, state, county, or Village level necessitates modifications in this Agreement; or (ii) the Village's determines in good faith that the Licensee's use of the MAN Improvements materially interferes with the Cable System, the Parties will negotiate in good faith to modify the Agreement to permit each Party, to the extent practicable, to enjoy the intended benefits of this Agreement. The Parties otherwise mutually agree to cooperate with each other in good faith to permit the Parties to perform their duties and obligations under the Agreement.

25. **Force Majeure**: The Village and the Licensee shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond the Party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, acts of suppliers or vendors, strikes, fuel, energy, labor or materials.

26. **Survival**: The obligations and rights in Sections 10, 13, 14, 17(C), and 22 of this Agreement, shall survive the life of this Agreement, and shall remain in full force and effect, even if this Agreement is no longer in effect.

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 Licensee have signed this Agreement on the 9th day of November, 2015.

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

BY: _____
Village President

Date: November 9, 2015

ATTEST: _____
Village Clerk

Date: November 9, 2015

WIDEOPENWEST ILLINOIS, LLC
a Delaware limited liability company

BY: _____
~~Manager~~ Greg Augustyn VP operations

Date: 12/9/15, ~~2015~~

ATTEST: _____
Secretary

Date: _____, 2015

EXHIBIT A

VILLAGE OF WESTERN SPRINGS' METROPOLITAN AREA NETWORK MAP

RIGHT OF WAY USE
LICENSE AND FIBER OPTIC CABLE AGREEMENT
BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND WIDEOPENWEST ILLINOIS, LLC

This **RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDEOPENWEST ILLINOIS, LLC** (the "Agreement") is entered into on 9th Nov., 2015 (the "Effective Date") by and between the Village of Western Springs, an Illinois municipal corporation (the "Village") and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"). The Village and the Licensee shall be referred to as the "Parties," and individually as a "Party."

WHEREAS, the Village maintains standards for construction within its public rights of way in Title 8 (Public Ways and Property), Chapter 11 (Standards for Construction of Utility Facilities In Public Rights Of Way), of the Village of Western Springs Municipal Code (the "ROW Construction Ordinance"), as amended from time to time; and

WHEREAS, the Village owns and maintains a fiber optic metropolitan area network (the "MAN") within its public rights of way depicted in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Village desires to extend and expand its MAN in the locations, and within the Village owned public rights of way, as depicted in **Exhibit B** attached hereto and made a part hereof (the "Approved ROW Locations"); and

WHEREAS, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

WHEREAS, the Licensee desires a license to construct, install, operate, maintain, and replace a privately owned and operated fiber optic telecommunications cables (the "Cable System") both underground and on existing utility poles within the Approved ROW Locations, as depicted and described in **Group Exhibit C** attached hereto and made a part hereof; and

WHEREAS, the Licensee desires to utilize the Cable System to extend the scope of its private business activities; and

WHEREAS, the Licensee is not delivering, and does not intend to deliver, cable television service to residents of the Village; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the Village agrees to allow the Licensee, at its sole cost, to install additional fiber optic cables within the Approved ROW Locations to expand the MAN in the areas depicted in **Exhibit B** and **Exhibit C-1**, and to construct, install, operate, maintain,

and replace its Cable System within certain of the Approved ROW Locations, including underneath the Burlington North Santa Fe Railroad ("BNSF") right of way ("BNSF ROW") using the Village-owned conduit adjacent to the Clausen Avenue pedestrian underpass; and

WHEREAS, the Licensee is willing to install and extend the MAN for the Village for the exclusive and permanent use of the Village, all as set forth and further defined in this Agreement (the "MAN Improvements"), as depicted and described in **Group Exhibit D** attached hereto and made a part hereof; and

WHEREAS, the Village has determined that it is useful to the Village and its residents to grant a public right of way use license to the Licensee for the Cable System as provided in this Agreement, and for the Village to acquire the MAN Improvements; and

WHEREAS, the Licensee is authorized to enter into this Agreement and to perform the obligations and commitments set forth in this Agreement; and

WHEREAS, the Village and Licensee are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the Parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follow:

1. **Recitals**: The Recitals are incorporated into this Agreement as material terms of this Agreement.

2. **Grant of Right of Way Use License**: For and in consideration of the terms of this Agreement, and in compliance with all federal, state, county, and Village laws, ordinances, and regulations, the Village grants to the Licensee a non-exclusive revocable license (the "License") to construct, install, operate, maintain, and replace (collectively the "Maintenance") the Cable System and MAN Improvements in the Approved ROW Locations, subject to the terms of this Agreement. This Agreement and the License do not convey any right, title, or interest of any kind, including any ownership or leasehold interest, in any Village public rights of way, but is a license only for the use and occupancy of the specified Approved ROW Locations for the limited purposes stated in this Agreement.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights of way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work by Licensee must comply with the requirements for emergency maintenance in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, as amended from time to time.

3. **Term of Agreement; Reopener**:

A. This Agreement, and the License granted herein, shall be for a ten (10) year term, commencing on the Effective Date (the "Term") of the Agreement, which shall be the date the last signatory signs the Agreement, unless otherwise extended. The Term may be extended by mutual written agreement of the Parties for one (1) or more successive terms of not more than ten (10) years each (each such period is an "Extended Term"), so long as the Licensee is in full compliance with the terms of this Agreement at the time of each extension. A Party requesting an Extended Term shall submit such a request to the other Party in writing at least thirty (30) calendar days prior to expiration of the Term or the Extended Term then in effect. The thirty (30) calendar day period may be waived by the other Party.

B. During the Term, the Licensee shall not pay the Village a License fee, in consideration of the Licensee's installation of the MAN Improvements, and in consideration of the Licensee's transfer of ownership of the MAN Improvements to the Village.

C. The Parties shall reopen, renegotiate, and amend this Agreement if any of the following occurs:

1. If the Licensee desires to provide any "telecommunications service" to persons or areas within the Village, as defined in Section 8-8-2 (Definitions) of the Village of Western Springs Municipal Code (the "Code"), the Parties shall amend this Agreement in accordance with Title 8 (Public Ways and Property) and Chapter 8 (Telecommunications), to include terms of the franchise agreement called for in Section 8-8-3(C) (Telecommunications Franchise) of the Code, including payment by the Licensee of a franchise fee to the Village.

2. If the Licensee desires to extend the footprint of the Cable System or increase the number of strands in the Cable System, the Parties shall amend this Agreement to include such additional terms and consideration as are necessary to obtain the Village's consent to allow the Licensee to so extend or modify the Cable System.

3. If federal, state, or county laws, regulations, or requirements regarding the MAN or this Agreement impose any unforeseen cost or expense on the Village, the Parties shall amend this Agreement to allocate the costs or expenses among the Parties.

4. If the BNSF imposes any unforeseen expense(s) related to the use of the Village-owned conduit utilized by the Parties.

4. **Location, Description and Installation of Cable System**: The Cable System shall be composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Cable System are described in **Group Exhibit C**. The Cable System, once installed, shall be owned by Licensee, subject to the terms of this Agreement. The Licensee represents and warrants that it does not hold any franchise issued by the Village for the provision of "telecommunications service" to persons or areas in the Village, as defined in Section 8-8-2 (Definitions) of the Code, and Licensee shall not provide such telecommunication service until and unless Licensee obtains a franchise issued by the Village, as required by Section 8-8-3 (General Requirements) of the Code, and in accordance with the process in Section 3(C)(1) of this Agreement. On or before Nov 9, 2016, ~~2015,~~ the Licensee shall install the fiber optic cable segments that comprise the Cable System.

5. **MAN Improvements**:

A. The Licensee shall, at Licensee's sole cost and expense, install the fiber optic cable segments that comprise the MAN Improvements, as set forth in the following "Table 1," and as depicted and further described in **Group Exhibit D**:

Table 1

#	From	To	Strands	Initial Ownership	Type	Color on Exhibit D-1
1	Western Springs Village Hall ("WS Village Hall")	Lyons Township High School North Main Building ("LTHS NMB")	24	D204	Buried	Blue
2	WS Village Hall	Thru La Grange Area Department of Special Education to LTHS NMB	6	D204	Buried	Blue
3	WS Village Hall	Thru West Field to LTHS NMB	6	D204	Buried	Blue
4	WS Village Hall	Thru Transition House Lab to LTHS NMB	6	D204	Buried	Blue
5	WS Village Hall	Straight to LTHS NMB	6	D204	Buried	Blue
6	WS Village Hall	La Grange Police Department	12	Village / La Grange / LTACC	Buried	Green
7	WS Village Hall	Field Park Elementary School	6	Village	Buried	Red
8	WS Village Hall	Clausen Avenue Underpass	6	Village	Buried	Yellow
9	Clausen Avenue Underpass	Corner of North Brainard Avenue and West Hillgrove Avenue	12	Village / La Grange / LTACC	Buried	Green
10	La Grange Police Department	La Grange Park Police Department	6	WOW	Aerial	Orange

B. Each segment of the MAN Improvements shall:

1. Contain the number of fiber optic strands in the "Strands" column in Table 1; and

2. Be constructed underground and on existing utility poles within the Approved ROW Locations as set forth in the "Type" column in Table 1; and

3. Upon completion of installation of the MAN Improvements, and after written acceptance by the entity set forth in the "Initial Ownership" column of Table 1 of a no fee bill of sale executed by Licensee, all components of the MAN Improvements for each segment, including without limitation the fiber optic strands, conduits, handholes, patch panels, locate posts, and locate wires (collectively the "MAN Improvement Components") shall become the property of the entity set forth in the "Initial Ownership" column of Table 1, and all rights, title, and interest in the MAN Improvements shall be and remain with entity set forth in the "Initial Ownership" column of Table 1, or their assigns, except that any segment which crosses the municipal corporate boundary from the Village to the Village of La Grange shall be owned, maintained, repaired and replaced by the municipality within that municipality's corporate boundary, such that the Village and the Village of La Grange, or their assigns, shall each be responsible for ownership, maintenance, repair and replacement of the segments, or portions thereof, within their respective municipal corporate boundaries, except that all aerial facilities shall be owned and maintained by Licensee; and

4. Be installed on or the Effective Date, except that Segment 9 shall be installed within twelve (12) months of the Effective Date.

C. Segments 6 and 9 shall be owned, maintained, repaired and replaced by the Village and the Village of La Grange within their respective municipal corporate boundaries until such time as the Village and the Village of La Grange transfer title to Segments 6 and 9 to the "Lyons Township Area Communications Center" ("LTACC"), and LTACC, or their assigns, shall thereafter own, maintain, repair and replace Segments 6 and 9.

D. The entities set forth in the "Initial Owners" column in Table 1 may freely assign their respective ownership interests in the MAN Improvements, and the consent of Licensee shall not be necessary in order for any such assignment to occur.

E. In order to comply with the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq*., as set forth in Section 16(F) below, the Parties agree that:

1. The MAN Improvements consist of Twenty Nine Thousand Forty (29,040) linear feet of fiber optic cable installed by Licensee (the "MAN Improvements Length"), the Cable System consists of Ten Thousand Four Hundred Fifty Four (10,454) linear feet of fiber optic cable installed by Licensee (the "Cable System Length"), and together the MAN Improvements and the Cable System consist of a

total of Eighteen Thousand Five Hundred Eighty Six (18,586) linear feet of fiber optic cable (the "Total Improvements Length").

2. The MAN Improvements consist of Thirty Six Percent (36%) of the Total Improvements Length (the "MAN Improvements Cost Share"), which is the product of the MAN Improvements Length divided by the Total Improvements Length. The Cable System consists of Sixty Four Percent (64%) of the Total Improvements Length (the "Cable System Cost Share"), which is the product of the Cable System Length divided by the Total Improvements Length.

3. The wages paid by Licensee to build the MAN Improvements and the Cable System are 2,371.28 Dollars ($2,371.28) (the "Total Wages Cost"). The wages paid by Licensee to build the MAN Improvements are 668 ($668.00) (the "MAN Improvements Wage Costs"), which is the product of the MAN Improvements Cost Share multiplied by the Total Wages Cost.

4. The Licensee shall, within 30 (\) business days of the Effective Date, deliver to the Village all documents reasonably requested by the Village relating to the wages paid, hours worked, and other information needed to compute the wages owed under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq*., for construction the MAN Improvements (the "MAN PWA Wages"). The wages owed under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq*., for construction the MAN Improvements shall be the "MAN PWA Wages." The Licensee shall, within the same time period, submit to the Village and the Illinois Department of Labor, as the case may be, all other documents and information necessary to comply with the Licensee's obligations under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq*.

5. The Village shall, within 30 (\) business days after receipt of all documents and information required to calculate the MAN PWA Wages, pay to Licensee the MAN Improvement Wage Costs subtracted from the MAN PWA Wages.

6. **Construction Within and Use of Public Rights of Way**:

A. All Maintenance within the Village's rights of way shall comply with the ROW Construction Ordinance, as amended from time to time, and other applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-16 (Construction Methods and Materials) of the ROW Construction Ordinance, as amended from time to time. The Licensee shall not interfere with property of Village or the property of other users of the public rights of way.

B. This Agreement does not authorize the Licensee to use any privately owned property, except that if a portion of the Approved ROW Locations consists of an easement area in favor of the Village over private property and the easement permits the Licensee's use of the easement area, the Licensee may use the easement area.

C. All Maintenance by the Licensee shall be further subject to the following regulations and requirements:

1. The Approved ROW Locations include the Clausen Avenue pedestrian under pass that crosses under the BNSF ROW. The Licensee shall hand excavate inside the BNSF ROW to expose the existing four inch (4") conduit. The four inch (4") PVC conduit shall be extended north and south into the Village's right of way and piped into a handhole to be owned by the Village and provided by the Licensee. Licensee may pass through and separate its four hundred thirty two (432) count fiber to an adjacent handhole box to be owned and maintained by Licensee. Licensee shall install a fabric innerduct with six (6) cells and install each fiber run through an innerduct. Pull strings shall be provided in all unused innerducts within the Village's existing four inch (4") conduit. All work taking place in the BNSF ROW shall be restored to its prior condition immediately upon completion of the work or as directed by the Village. If the BNSF charges a fee to the Village or Licensee for Maintenance performed under this Agreement relative to the Licensee's use of the Clausen Avenue pedestrian underpass that crosses under the BNSF ROW, the Licensee shall be solely responsible for paying the fee.

2. All MAN Improvement Components shall be provided by Licensee at Licensee's cost and ownership conveyed by bill of sale to the entity set forth in the "Ownership" column of Table 1. A minimum of ten feet (10') of cable slack shall be provided in each handhole box. A minimum of ten feet (10') of cable slack shall be provided at each segment termination location.

3. The Licensee shall provide the Village with no less than twenty four (24) hours of notice prior to the commencement of work taking place in the Approved ROW Locations each calendar day, including but not limited to work in the BNSF ROW. The Licensee shall not commence any work under this Agreement unless timely notice has been given.

4. Licensee shall install a #12 (THNN or equal) copper locate wire with proper termination at locate posts and hand holes for fiber optic cable segment labeled "# 6" in Table 1, from the Western Springs Village Hall to the La Grange Police Department.

5. Licensee shall install the MAN Improvement Components in the locations specified in the plans in **Exhibit D-1**.

6. Licensee shall re-terminate all fiber at existing termination locations, including but not limited to the Western Springs Village Hall, Field Park School, and the security cameras located at the Clausen Avenue Underpass.

7. Licensee shall, at its cost, prepare and provide to the Village "as-built" plans for the Cable System and MAN Improvements within a reasonable time after installation of the Cable System and MAN Improvements. The as-built plans shall include all relevant information requested by the Village, including but not limited to depth of the conduit and a strand identification map or table.

8. Licensee shall be solely liable for any damages resulting from any Maintenance due to Licensee's failure to comply with the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq*.

7. **Permits**: The Licensee shall secure all necessary permits required for Maintenance, including Village permits, and shall pay the customary and standard permit fees, and shall post the security required by Section 8-11-10 (Security) of the ROW Construction Ordinance, prior to commencing any Maintenance.

8. **Operation and Maintenance of Cable System**: The Licensee shall, during the Term of this Agreement, be responsible for maintaining the Cable System in good and safe condition at all times and in compliance at all times with applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation, the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, and the costs of said Maintenance shall be paid solely by the Licensee. In the event of a loss of service in the Cable System, the Licensee shall repair any damage and restore service promptly, and in a manner in accordance with industry standards. At no time, and under no circumstances, may the Licensee take any action that would have an adverse impact of any kind on the maintenance or operation of the MAN.

9. **Property Restoration and Repairs**:

A. The Licensee shall comply with the cleanup and restoration requirements of Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

B. If the Licensee fails to restore or repair any disturbance or damage within the required time, the Village may undertake the restoration or repairs, at the Licensee's sole cost and expense, using the Village's own staff or forces or third-party contractors. The Licensee shall reimburse the Village for all costs and

expenses incurred by the Village related to the restoration or repairs, including reasonable administrative costs, within thirty (30) calendar days after receipt of an invoice of those costs and expenses from the Village. The invoice shall include reasonable detail of the costs and expenses and must include receipts or other document when available. If the Licensee fails to pay the Village within thirty (30) calendar days after receipt of the invoice, the Village may issue a notice to the Licensee that the Village will terminate this Agreement if payment is not received within fifteen (15) calendar days after the date of that notice. If the Licensee fails to pay the Village within that fifteen (15) calendar day period, then the Village may immediately terminate this Agreement.

10. **No Liability for Damage to Cable System MAN, or MAN Improvements**: Unless directly and proximately caused by a negligent, willful, intentional, or malicious act of the Village, the Village shall not be liable for, and the Licensee expressly waives all claims it may have against the Village for, any damage to or loss of the Cable System, the MAN, or the MAN Improvements.

11. **Mechanic's Lien**: The Licensee shall not suffer or permit any mechanic's lien or other such lien to attach to any portion of the Approved ROW Locations and/or the MAN, and the Licensee shall be solely responsible for payment of any mechanic's lien or other lien. The Licensee shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including the Village's attorney's fees and expenses incurred with removing, settling or contesting such lien or claim.

12. **Transfer or Assignment of Agreement**: This Agreement is binding on, and inures to the benefit of the Village, the Licensee, and their successors and assigns. Except as stated in this Section 12, the Licensee has no right or authority to transfer or assign this Agreement or any interest in any part of this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the MAN and/or the MAN Improvements. The Licensee may assign this Agreement without the Village's consent to the Licensee's affiliate or to the Licensee's successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the MAN and/or the MAN Improvements.

13. **Indemnification**: As a material inducement for the Village to enter into this Agreement, the Licensee agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees (the "Village Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Licensee's Maintenance of the Cable System

and/or MAN Improvements, or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village or the Village Affiliates.

The scope of the Licensee's indemnification shall include, but is not limited to:

(1) Any negligent, tortious or wrongful act or omission of the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and

(2) Loss or damage of any kind resulting from the Licensee's failure to comply with any provision of this Agreement, or of any federal, state, county or Village law, regulation, or ordinance applicable to the Licensee.

As a condition of the Village entering into this Agreement, the Licensee agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Licensee, in, on or about that portion of the Cable System used by the Licensee pursuant to this Agreement.

In the event of any such injury including death or loss or damage or claim or claims therefore, the Licensee shall give immediate written notice thereof to the Village, the Village shall have the right to select its own counsel to be paid for by Licensee, and the Village shall have the right to direct its own defense.

14. **Insurance**: Licensee shall procure and maintain, for the duration of the Agreement, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village and the Village Affiliates as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and

2. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and

3. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto;" and

4. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance**: The Licensee shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a contract specific aggregate of $1,000,000; and

2. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of $1,000,000 per accident; and

4. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis; and

5. Excess Liability/Umbrella Coverage: $2,000,000 per occurrence and in the aggregate.

C. **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village and the Village Affiliates; or the Licensee shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. **Other Insurance Provisions**: The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage**:

a. The Village and the Village Affiliates are to be covered as additional insured as respects: liability arising out of the Village's work, including activities performed by or on behalf of the Village; products and completed operations of the Village; premises owned, leased or used by the Village; or automobiles owned, leased, hired or borrowed by the Village. The coverage shall contain no special limitations on the scope of protection afforded to the Village and the Village Affiliates.

b. The Village's insurance coverage shall be primary as respects the Village and the Village Affiliates. Any insurance or self-insurance maintained by the Village and the Village Affiliates shall be excess of Village's and the Village Affiliates' insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village and the Village Affiliates.

d. The Village's insurance shall contain a Severability of Interests/Cross Liability" clause or language stating that Village'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.

e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Village shall be required to name the Village and the Village Affiliates. A copy of the actual additional insured endorsement shall be provided to the Village.

2. **Workers' Compensation and Employers Liability Coverage**: The insurer shall agree to waive all rights of subrogation against the Village and the Village Affiliates for losses arising from work performed by Licensee for the Village.

3. **All Coverage**: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Village.

E. **Acceptability of Insurers**: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. **Verification of Coverage**: The Licensee shall furnish the Village with certificates of insurance naming the Village and the Village Affiliates as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Licensee's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. **Subcontractors**: The Licensee 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**: The Licensee assumes liability for all injury to or death of any person or persons including employees of the Licensee, 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.

15. **Reimbursement of Village Expenses**: The Licensee shall reimburse the Village for its costs for reviewing and negotiating this Agreement in an amount not to exceed Three Thousand and No/100 Dollars ($3,000.00). The Village shall provide the Licensee an invoice stating those costs within thirty (30) calendar days after the Effective Date. The Licensee shall pay the Village within ten (10) business days after receipt of the invoice.

16. **Compliance With Laws**: The Licensee certifies as follows:

A. That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

B. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

C. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).

D. In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, state, county and Village laws, ordinances, and regulations, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Licensee hereunder. Any complaint of such discrimination received by the Licensee shall be immediately forwarded to the Village.

E. That it shall comply with all applicable federal, state, county, and Village laws, ordinances, and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the

employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Licensee agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Licensee further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Licensee in all its contracts and agreements with contractors and subcontractors for this program.

F. The Licensee agrees to pay not less than the prevailing rate of wages as determined by the Illinois Department of Labor (IDOL) and as set forth in the schedule of prevailing wages maintained by the IDOL under the Prevailing Wage Act, 820 ILCS 130/1 *et seq*., as applicable to all laborers, workers, and mechanics performing work under this Agreement on the MAN Improvements. The Licensee, its contractors, and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act throughout the duration of the Agreement. Should the IDOL revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Agreement. It is the Licensee's sole responsibility and duty to insure that any revision in the prevailing wage rates during the course of the project will be reflected in payment from the Licensee and each contractor and subcontractor to each worker where the change is applicable.

G. The Licensee also agrees to require any contractor doing construction work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.

H. Section 7(2) of the Illinois Freedom of Information Act (the "FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a Party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Licensee acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Licensee's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Licensee agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Licensee acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act.

17. **Termination of Agreement**:

A. **Termination by Licensee**: Subject to the conditions stated in this Subsection 17(A), the Licensee may terminate this Agreement at any time and for any reason upon thirty (30) calendar days advance written notice to the Village of its intention to terminate. The following conditions apply to any termination of this Agreement by the Licensee:

1. All of Licensee's obligations related to the Cable System and MAN Improvements shall survive termination of this Agreement such that the Licensee may take no action related to the Cable System or the MAN Improvements that would have an adverse impact of any kind on the maintenance or operation of the MAN Improvements, and Licensee's obligations related to the Cable System Man Improvements shall only terminate at such time as the maintenance and operation of the Cable System and MAN Improvements will not be adversely impacted; and

2. All unfulfilled or unfinished obligations of the Licensee under this Agreement, whether Maintenance obligations, payment obligations, restoration or repair obligations, or any other obligation, survive termination of this Agreement, and the Licensee shall continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

B. **Termination by Village**: Subject to the conditions stated in this Subsection 17(B), the Village may terminate this Agreement for any of the following causes:

1. A material violation of any term of this Agreement and the Licensee's failure to completely cure that violation within fifteen (15) calendar days after receipt of written notice by Village that identifies the violation.

2. The material failure of Licensee to comply with all applicable federal, state, county, or Village laws, ordinances, rules, or regulations.

3. The Licensee made a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement or in a permit application for the Cable System and/or MAN Improvements.

4. Construction of the Cable System and/or MAN Improvements contrary to the plans and specifications approved by the Village.

5. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

6. The Licensee transfers the License without the Village's approval required under this Agreement.

7. The Licensee ceases its business operations or ceases operation of the Cable System and/or the MAN Improvements, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within thirty (30) calendar days after they were ceased.

8. Any portion of the Cable System and/or MAN Improvements presents a direct or imminent threat to the public health, safety, or welfare, whether due to its location, condition, or other circumstance, and the Licensee fails to mitigate that threat promptly.

9. Failure to provide the required traffic control, or failure to follow safety requirements while performing work, and to respond to requests from the Village to correct such deficiencies within a reasonable time.

C. **Cessation of Agreement**: At the time this Agreement is no longer in effect, for any reason including, but not limited to, expiration of the Term or an Extended Term, or termination by the Village or Licensee, or pursuant to court order or decree:

1. The Village shall direct the Licensee as to what portion of the Cable System and/or MAN Improvements, if any, the Licensee must remove from the Village's public rights of way. Any portion of the Cable System and/or MAN Improvements designated by the Village for removal must be removed by the Licensee at its sole cost and expense within thirty (30) calendar days after the date of termination, and the Licensee shall promptly restore all disturbed public rights of way to the standards in Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

2. The Licensee, at no cost or expense to the Village, shall quitclaim and transfer to the Village by a bill of sale all rights, title, warranties, and interest to all portions of the Cable System and/or MAN Improvements that remains with the Licensee, within fifteen (15) calendar days of a written demand of the Village.

18. **Complete Agreement; Amendments**: This Agreement represents the entire agreement between the Village and the Licensee regarding the subject matter hereof. This Agreement may be amended only in writing with the signatures of the properly authorized representatives of the Parties.

19. **Incorporation of Exhibits**: **Exhibit A** through **Exhibit D** are incorporated as substantive provisions of this Agreement.

20. **Governing Law; Venue**: This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the Parties shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

21. **Taxes**: Nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee shall be responsible for the payment of any taxes assessed relative to its use of the Village's public rights of way or the Licensee's operation of the Cable System and/or the MAN Improvements.

22. **No Waiver**: The waiver by a Party of a particular breach of this Agreement or the failure of a Party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver any other breach or a bar from enforcing any other term.

23. **Notice**: All notices, demands, elections, and other instruments required or permitted to be given or made by any Party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other Party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

(a) Notices to Western Springs shall be sent to:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Phone: (708) 246-1800
Fax: (708) 246-0284

With a copy to:

Michael T. Jurusik
Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

(b) Notices to Licensee shall be sent to:

WideOpenWest Illinois, LLC
Attn: Business Manager
1674 Frontenac Rd
Naperville, IL 60563

24. **Good Faith Cooperation**: The Parties agree that: (i) in the event a decision by a regulatory authority at the federal, state, county, or Village level necessitates modifications in this Agreement; or (ii) the Village's determines in good faith that the Licensee's use of the MAN Improvements materially interferes with the Cable System, the Parties will negotiate in good faith to modify the Agreement to permit each Party, to the extent practicable, to enjoy the intended benefits of this Agreement. The Parties otherwise mutually agree to cooperate with each other in good faith to permit the Parties to perform their duties and obligations under the Agreement.

25. **Force Majeure**: The Village and the Licensee shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond the Party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, acts of suppliers or vendors, strikes, fuel, energy, labor or materials.

26. **Survival**: The obligations and rights in Sections 10, 13, 14, 17(C), and 22 of this Agreement, shall survive the life of this Agreement, and shall remain in full force and effect, even if this Agreement is no longer in effect.

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 Licensee have signed this Agreement on the ____ day of _____, 2015.

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

BY: _____
Village President

Date: Nov 9, 2015

ATTEST: _____
Village Clerk

Date: Nov 9, 2015

WIDEOPENWEST ILLINOIS, LLC
a Delaware limited liability company

BY: _____
~~Manager~~ Greg Angelsing in
VP operations

Date: 12/9/15, ~~2015~~

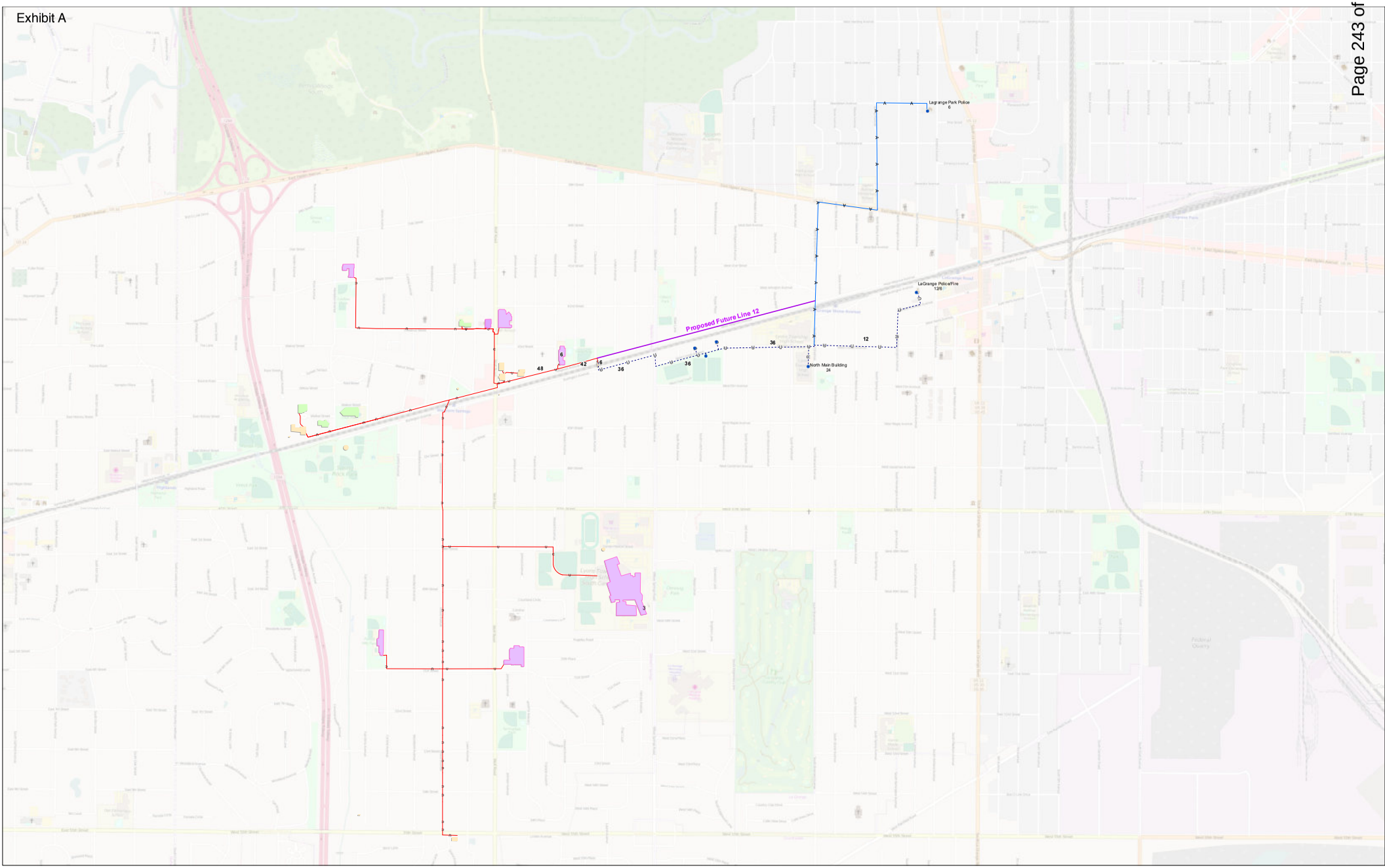
ATTEST: _____
Secretary

Date: _____, 2015

EXHIBIT A

VILLAGE OF WESTERN SPRINGS' METROPOLITAN AREA NETWORK MAP

Exhibit A



1 inch = 847 feet

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere
Projection: Mercator Auxiliary Sphere
Datum: WGS 1984
False Easting: 0.0000
False Northing: 0.0000
Central Meridian: 0.0000
Standard Parallel 1: 0.0000
Auxiliary Sphere Type: 0.0000
Units: Meter

Date: 6/13/2016
User Name: msupert

Legend

- WOW Points selection
- Lagrange to La Grange Park
- Western Springs to La Grange

Western Springs Fiber Network

Existing

- Yes

Village of Western Springs Fiber Optic Network

Joint Dispatch Buildout

EXHIBIT B

APPROVED ROW LOCATIONS

Exhibit B

WOW!
It's that kind of experience.

LA GRANGE BUILDOUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

Call Before You Dig
JULIE
ILLINOIS ONE-CALL SYSTEM

CCS PROJECT: LA GRANGE BUILDOUT

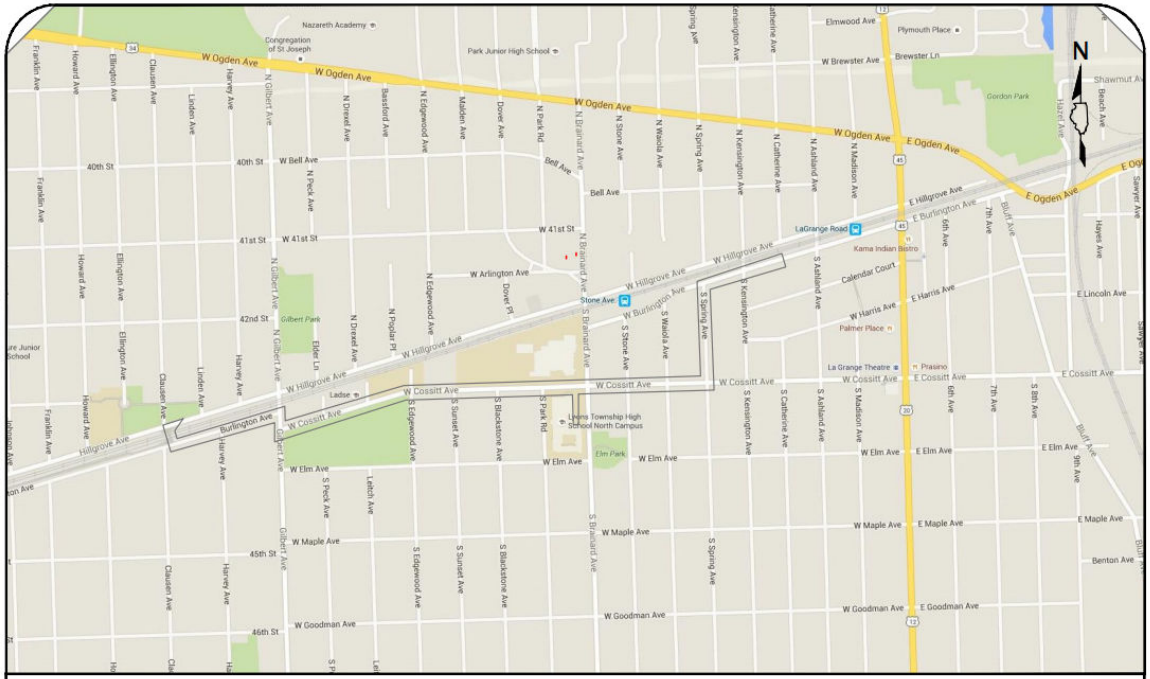
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

SHEET INDEX:

SHEET #	DESCRIPTION
1	COVER
2	LEGEND & NOTES
3	EXHIBIT B
4 - 12	PLAN VIEW

SHEET	DATE	DESCRIPTION	BY
ALL	5/19/2016	DESCRIPTION	JT

THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION AND IS THE PROPERTY OF THE OWNER TO RELEASE OR DISTRIBUTION OF THIS DOCUMENT IN ANY FORM TO ANYONE WITHOUT WRITTEN PERMISSION OF THE OWNER IS STRICTLY PROHIBITED.



PROJECT LOCATION:

SEC 5 T38N R12E
COOK COUNTY,
LA GRANGE, IL 60525

MARREN D. JOHNSON
REGISTERED ILLINOIS PROFESSIONAL ENGINEER
40472
Expires November 30, 2017

SCALE:
NOT TO SCALE

CLIENT: WOW!
It's that kind of experience.
1674 FRONTENAC RD
NAPERVILLE, IL 60563

DESIGN FIRM:
CONSTRUCTION-CAD SOLUTIONS, INC.
701 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
PH: (708) 216.9972
FAX: (708) 216.9980

CONSTRUCTION CONTRACTOR:
EL OSO CONSTRUCTION
403 INDUSTRIAL DR
GRIFFITH, IN 46319
PH: 219-218-9488
ELOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	3/01/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	5/19/2016

PROJECT:
LA GRANGE BUILDOUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

INTERNAL PROJECT #: LA GRANGE BUILDOUT
DATE: 4/18/2016
SHEET: 1

GROUP EXHIBIT C

EXHIBIT C-1 – MAP OF THE CABLE SYSTEM

EXHIBIT C-2 – DESCRIPTION OF THE CABLE SYSTEM

EXHIBIT C-1

MAP OF THE CABLE SYSTEM

Exhibit C-1 consists of the following attached documents:

1. Plans drawn by Construction-CAD Solutions, Inc., entitled "937 BARNSDALE ROAD 937 BARNSDALE ROAD, LA GRANGE PARK, IL 60526," dated May 27, 2015, containing 12 (12) pages.

2. Plans drawn by Construction-CAD Solutions, Inc., entitled "WWVZHH8-4 CH 55TH & LAGRANGE 1160 BIRCH LN WESTERN SPRINGS, IL 60558," dated May 14, 2015, containing thirty two (32) pages.

3. Plans drawn by Construction-CAD Solutions, Inc., entitled "WWVZEL10-11 CH WESTCHESTER 3 WESTBROOK CORPORATE CENTER WESTCHESTER, IL 60154," dated April 21, 2015, containing twenty nine (29) pages.

4. Plans drawn by J. Tam, entitled "La Grange Build OUT," dated May 05, 2016, containing 12 (12) pages.

EXHIBIT C-2

DESCRIPTION OF THE CABLE SYSTEM

(attached)

Exhibit C-1 and C-2

WOW!
It's that kind of experience.

LA GRANGE BUILDOUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

Call Before You Dig
JULIE
ILLINOIS ONE-CALL SYSTEM

CCS PROJECT: LA GRANGE BUILDOUT

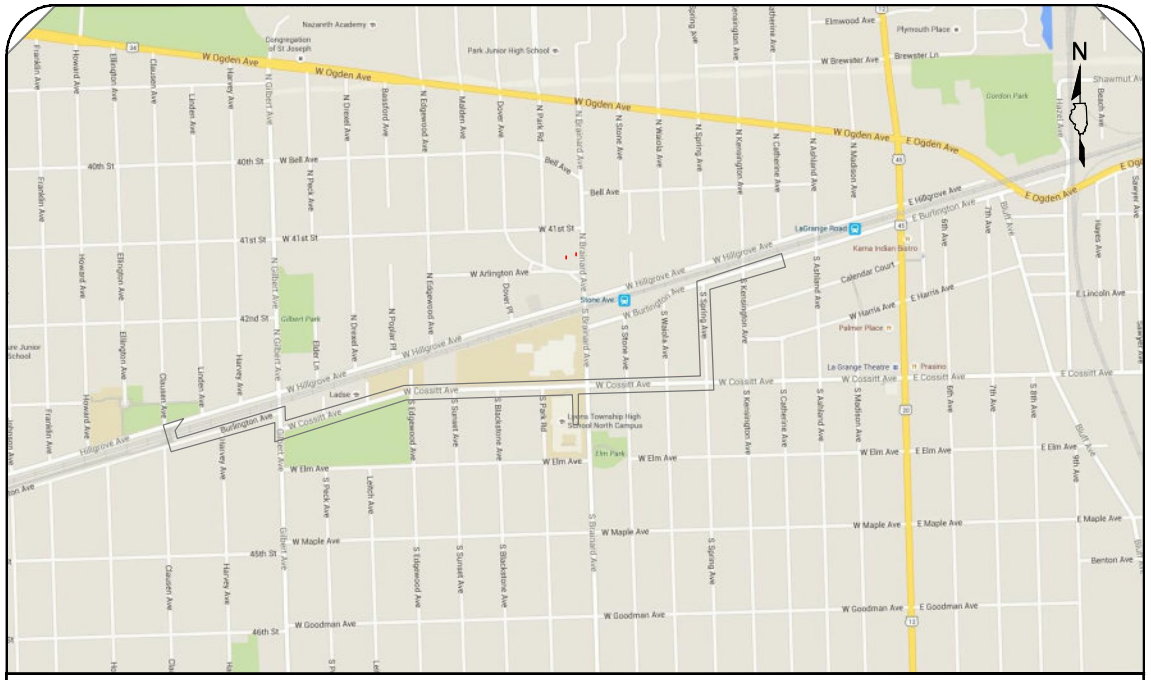
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

SHEET INDEX:

SHEET #	DESCRIPTION
1	COVER
2	LEGEND & NOTES
3	EXHIBIT B
4 - 12	PLAN VIEW

SHEET	DATE	DESCRIPTION	BY
ALL	5/19/2016	DESCRIPTION	JT

THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION AND IS THE PROPERTY OF THE OWNER TO RELEASE OR DISTRIBUTION OF THIS DOCUMENT IN ANY FORM TO ANYONE WITHOUT WRITTEN PERMISSION OF THE OWNER IS STRICTLY PROHIBITED.



PROJECT LOCATION:

SEC 5 T38N R12E
COOK COUNTY,
LA GRANGE, IL 60525

WARREN D. JOHNSON
REGISTERED PROFESSIONAL ENGINEER IN ILLINOIS
40472
Expires November 30, 2017

SCALE: NOT TO SCALE

CLIENT: WOW! It's that kind of experience.
1674 FRONTENAC RD
NAPERVILLE, IL 60563

DESIGN FIRM:
CONSTRUCTION CAD SOLUTIONS, INC.
701 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
PH: (708) 216.9972
FAX: (708) 216.9980

CONSTRUCTION CONTRACTOR:
EL OSO CONSTRUCTION
403 INDUSTRIAL DR
GRIFFITH, IN 46319
PH: 219-218-9488
ELOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	3/01/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	5/19/2016

PROJECT:
LA GRANGE BUILDOUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

INTERNAL PROJECT #: LA GRANGE BUILDOUT
DATE: 4/18/2016
SHEET: 1

LEGEND:

-1+00 STATIONING

JOINT POLE

CE POWER POLE

JOINT POLE W/ TRANSFORMER

TELEPHONE POLE

POWERPOLE W/ TRANSFORMER

CATV HANDHOLE

CATV PED

CATV VAULT

TELEPHONE VAULT

RISER

BOND/GROUND

TELEPHONE PED

CE TRANSFORMER

CATV POWER SUPPLY

CE VAULT/PED

TRAFFIC CONTROL VAULT

CATV MANHOLE

SANITARY MANHOLE

STORM MANHOLE

WATER MANHOLE

OTHER MANHOLES

AIR CONDITIONER

FIBER MARKER

GAS MARKER (Indicate Ownership)

RIGHT-OF-WAY MARKER (Bench Mark)

RAILROAD CROSSING GATE

ROAD SIGN

STREET METER

STREET LIGHT

TRAFFIC SIGNAL LIGHT

GUY AND ANCHOR

FIRE HYDRANT

CATCH BASIN

WATER VALVE

GAS VALVE

CULVERT PIPE

TREE

BUSH

LOCK BOX

MIDSPAN

TEST WINDOW

BORE PIT

ELECTRIC MANHOLE

AT&T MANHOLE

ADA RAMP

AERIAL LINE

AT&T LINE

CENTERLINE

COMED LINE

COMMUNICATIONS LINE

EDGE OF PAVEMENT/CURB

DIRECTIONAL BORING

EASEMENT LINE

ELECTRIC LINE

FENCE LINE

GAS LINE

LANDSCAPING

ROW/PROPERTY LINE

RAILROAD TRACKS

SEWER LINES

STORM LINES

TRENCH

WATER LINE

MATCHLINE

ABBREVIATIONS:

ASPH	ASPHALT
BLDG	BUILDING
BLDV	BOULEVARD
CB	CATCH BASIN
CBL	CURB LINE
CIP	CAST IRON PIPE
CL	CENTERLINE
CNTY	COUNTY
CONC	CONCRETE
CSW	CONCRETE SIDEWALK
CT	COUNT
CULV	CULVERT
DCT	CONDUIT DUCTS
DPWC	DUPAGE WATER COMMISSION
DRV	DRIVEWAY
E	EAST
EA	EACH
EL	ELEVATION
EOC	END OF CABLE
EOP	EDGE OF PAVEMENT
EOS	EDGE OF SIDEWALK
EX	EXISTING
FH	FIRE HYDRANT
FOC	FIBER OPTIC CABLE
GALV	GALVANIZED
GIMT	GALVANIZED INTERMEDIATE TUBE
GIP	GALVANIZED IRON PIPE
GRS	GALVANIZED RIGID STEEL
GRVL	GRAVEL
HDPE	HIGH DENSITY POLYETHYLENE
HH	HANDHOLE
HORIZ	HORIZONTAL
ILAW	ILLINOIS AMERICAN WATER
ID	INNERDUCT
LT	LEFT
MH	MANHOLE
MWRD	METROPOLITAN WATER RECLAMATION DISTRICT
N	NORTH
NE	NORTHEAST
NW	NORTHWEST
PED	PEDESTAL
PL	PROPERTY LINE
PR	PROPOSED
PVC	POLYVINYL CHLORIDE
RD	ROAD
ROW, R/W	RIGHT-OF-WAY
RT	RIGHT
RTE	ROUTE
RR	RAILROAD
S	SOUTH
SAN	SANITARY
SE	SOUTHEAST
SW	SOUTHWEST
SEC	SECTION
SEQ	SEQUENTIOAL
SH	SHEET
SIG	SIGNAL
ST	STORM
STL	STEEL
TW	TEST WINDOW
W	WEST
WM	WATERMAIN

GENERAL NOTES

1. ALL WORK TO BE DONE WITH EXTREME CAUTION. FIBER OPTIC CABLE CARRYING TRAFFIC AND LOSS OF SERVICE WILL RESULT IN LOSS OF REVENUE.

2. ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH THE APPLICABLE CODES OR REQUIREMENTS OF ANY REGULATING GOVERNMENTAL AGENCY, OR THE RIGHT-OF WAY GRANTOR.

3. LOCATIONS OF SOME OF THE PHYSICAL FEATURES WERE OBTAINED FROM DATED RAILROAD VALUATION MAPS OR OTHER DRAWINGS, AND MAY BE AS SHOWN OR DEPICTED ON THESE DRAWINGS.

4. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS, BUT NOT NECESSARILY EXACT. THEREFORE UTILITY LOCATIONS WILL BE VERIFIED AT LEAST 100 FEET IN ADVANCE OF TRENCHING OR PLOWING, SO THAT CHANGES IN CABLE PLACEMENT CAN BE MADE IN EVENT OF CONFLICT,

5. ALL KNOWN BURIED OBSTRUCTIONS ARE SHOWN ON THE CONSTRUCTION DRAWINGS. ANY AND ALL OTHERS ENCOUNTERED ARE ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT, OR REPAIR, IF DAMAGED.

6. ANY AND ALL IMPROVEMENTS, SUCH AS, ASPHALT OR CONCRETE PAVEMENT, CURBS, GUTTERS, WALKS, DRAINAGE DITCHES, EMBANKMENTS, SHRUBS, TREES, GRASS SOD, ETC., IF DAMAGED, SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.

7. NEW CONSTRUCTION WITHIN PRIVATE PROPERTY HAS BEEN APPROVED BY SAID OWNER.

CONSTRUCTION NOTES

1. THE ENCLOSED DESIGN IMPLIES EXISTING UTILITIES. THE UTILITIES HAVE NOT BEEN FIELD VERIFIED FOR LOCATION. THEREFORE, ALL UTILITIES IMPLIED WITHIN THIS DOCUMENT ARE TO BE REFERRED TO AS A "REFERENCE TOOL". IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND/OR IT'S SUBCONTRACTOR TO VERIFY THESE UTILITIES USING ANY AND ALL METHODS AND INSTRUMENTS AVAILABLE IF/WHEN NECESSARY. CCS CANNOT IN GOOD FAITH GUARANTEE UTILITY LOCATIONS. ALL DOCUMENTATION ON EXISTING UTILITIES HAS BEEN IMPLIED UTILIZING "INFORMATION RETRIEVAL PROCESSES" FROM EACH JURISDICTION INVOLVED (STATE, COUNTY AND/OR MUNICIPALITY, TO INCLUDE OTHERS). UTILITIES AND THE SAFETY OF SAME, ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR PERFORMING THE WORK.

2. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE ALL CONDUITS ARE PLACED WITHIN THE GIVEN & DEDICATED SPACE LICENSED FOR THIS PARTICULAR CLIENT. CONSTRUCTION-CAD SOLUTIONS, INC. (CCS) WAS NOT RETAINED IN SUPPORTING A SURVEY OF THE AREA AND PROPERTY BOUNDARIES, THEREFORE CAN NOT AND WILL NOT SUPPORT THE ACCURACY OF YOUR IMPLIED BOUNDARY (I.E. PUBLIC WAY, PRIVATE PROPERTY, EASEMENT ETC.) NOR IS IT TO BE ASSUMED EASEMENT, SALE OF PROPERTIES HAS NOT OCCURRED DURING & AFTER CCS'S RESPONSIBILITIES FOR THIS PROJECT HAVE PAST. THENCE ALL BOUNDARIES, EASEMENTS, PROPERTY LINES ETC. ARE TO BE USED AS A GUIDELINE OR REFERENCE AND SHOULD NOT BE TAKEN LITERALLY. IT IS THE CONTRACTORS RESPONSIBILITY TO STAKE ALL ASSOCIATED BOUNDARIES IF SO QUESTIONED. ALL ASPECTS OF BOUNDARIES IMPLIED HEREIN, HAVE BEEN DERIVED THROUGH AVAILABLE MEDIA SUCH AS BUT NOT LIMITED TO (SIDWELL, GOGGLE EARTH PRO. MUNICIPAL, STATE, COUNTY AND OTHER RECORD TYPES). CCS DOES NOT AGREE NOR DISAGREE WITH THE ABOVE-MENTIONED RECORDS, IT IS SIMPLY A REFERENCE TOOL.

3. ALL CONDUIT WILL BE 1.5" ID SCHEDULE 40 (ie. PVC OR BSP/GSP/EMT). MANUFACTURED SPLIT PVC OR SPLIT BSP/GSP, UNLESS SPECIFIED OTHERWISE.

4. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY,

5. SHORING MAY BE REQUIRED AND SHALL COMPLY TO O.S.H.A. STANDARDS.

6. ALL BURIED CONDUIT/CABLE WILL BE PLACED AT 36-48" MINIMUM COVER UNLESS SPECIFIED OR OTHERWISE NOTED ON THE CONSTRUCTION DRAWINGS.

7. MECHANICAL PROTECTION SHALL BE REQUIRED WHENEVER A 36-48" MINIMUM COVER IS NOT OBTAINABLE UNLESS OTHERWISE SPECIFIED ON THE CONSTRUCTION DRAWINGS.

8. ALL 90 DEGREE BEND IN CONDUIT CONSTRUCTION WILL BE A MINIMUM 36.0" RADIUS UNLESS OTHERWISE SPECIFIED. ALL SPLIT CONDUIT BENDS AND SOLID PVC BENDS SHALL REQUIRE CONCRETE ENCASEMENT, UNLESS SPECIFIED OTHERWISE.

9.REPLACE ANY DISTRURBED BRICKS IN PUBLIC SIDWEWALK IN A SAND BASE.

10. RESET ANY DISTRUBED TREE GRATES TO GRADE.

11. PROPERTY OWNER TO LOCATE ITS OWN UTILITIES IN PARKING LOT.

12. CONSTRUCTION CONTRACTOR TO FIELD VERIFY UTILITY DEPTHS BEFORE CONSTRUCTION.

TRAFFIC CONTROL

ALL WORK CONDUCTED WITHIN THE RIGHT-OF-WAY SHALL BE GOVERNED BY ALL APPLICABLE ARTICLES OF THE "STANDARD SPECIFICATIONS OF ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", AND THE CURRENT EDITION OF THE "ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".

NOTE:

1. THE ENCLOSED REFERENCED UTILITIES & BOUNDARIES, IN WHICH HAVE IMPLIED, ARE SO BY MEANS OF UTILIZING PUBLIC ATLASES, SIDWELL AND OTHERS REFERENCE MATERIALS. CCS WILL ACCEPT NO LIABILITY OR GUARANTEE AS TO THEIR POSITION/LOCATION AS PRECISE OR EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO EXPOSE, LOCATE AND DETERMINE THEIR RUNNING LINE IS NOT CONFRONTATIONAL TO OTHERS AND IS PLACED WITHIN PUBLIC RIGHT OF WAYS, ESTABLISHED FOR NEW CONSTRUCTION.

Call Before You Dig
JULIE
ILLINOIS ONE-CALL SYSTEM

HARVEY D. JOHNSON
REGISTERED PROFESSIONAL ENGINEER
ILLINOIS
40472
Expires November 30, 2017

SCALE: NOT TO SCALE

CLIENT: WOW! It's that kind of experience.
1674 FRONTENAC RD
NAPERVILLE, IL 60563

DESIGN FIRM:
CONSTRUCTION-CAD SOLUTIONS, INC.
701 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
PH: (708) 216.9972
FAX: (708) 216.9980

CONSTRUCTION CONTRACTOR:
EL OSO CONSTRUCTION
403 INDUSTRIAL DR
GRIFFITH, IN 46319
PH: 219-218-9488
ELOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	3/01/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	4/18/2016

PROJECT:
LA GRANGE BUILD OUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

INTERNAL PROJECT #: LA GRANGE BUILDOUT
SHEET: 2
DATE: 4/18/2016

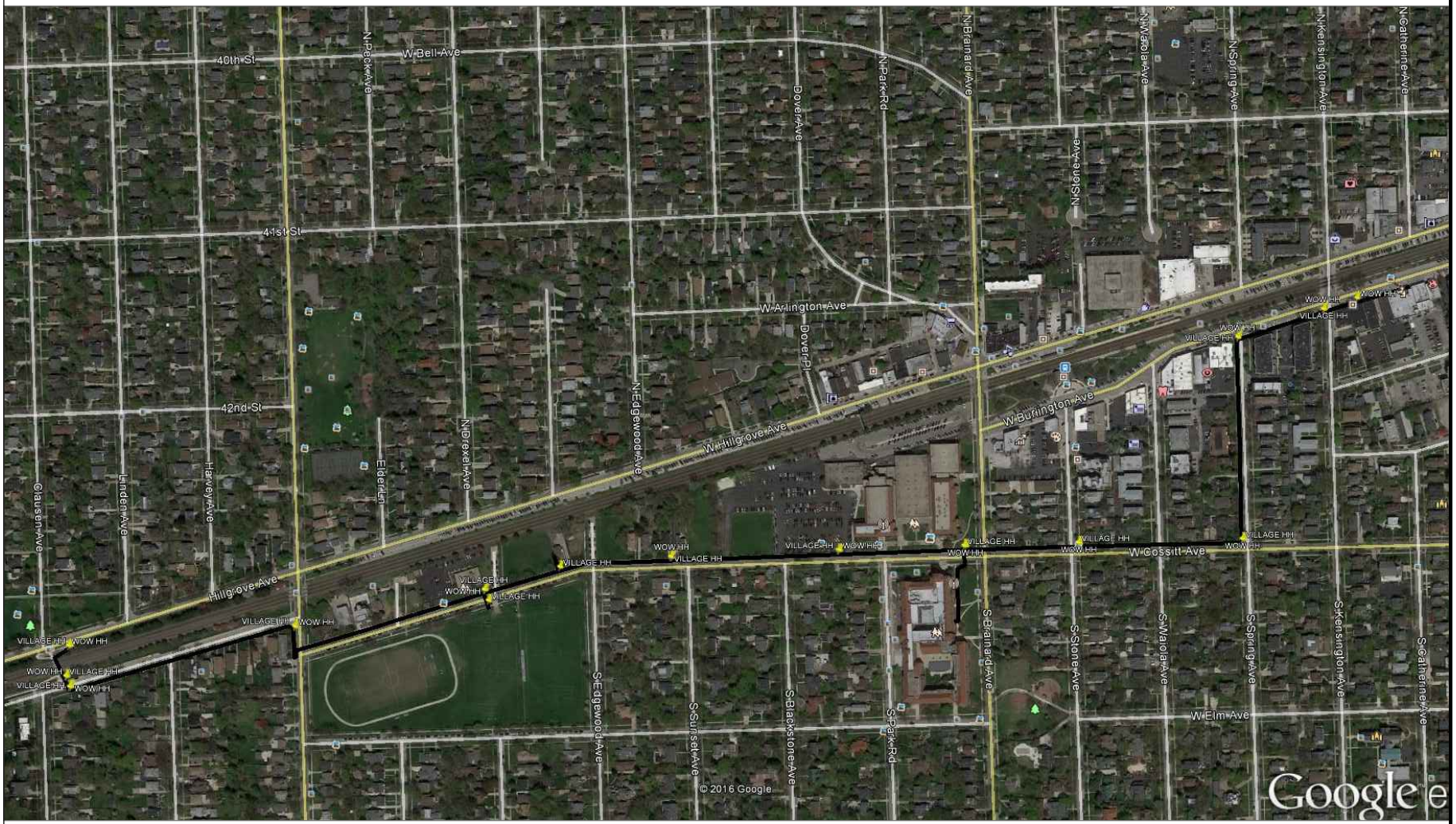


EXHIBIT B

LOCATION:
SEC 19 T36N R14E, COOK COUNTY,
LA GRANGE, IL 60525

N

SCALE:
NOT TO SCALE

CLIENT: WOW!
It's that kind of experience.
1674 FRONTENAC RD
NAPERVILLE, IL 60563

DESIGN FIRM:
CONSTRUCTION CAD SOLUTIONS, INC.
701 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
PH: (708) 216.9972
FAX: (708) 216.9980

CONSTRUCTION CONTRACTOR:
EL OSO CONSTRUCTION
403 INDUSTRIAL DR
GRIFFITH, IN 46319
PH: 219-218-9488
ELOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	3/01/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	4/18/2016

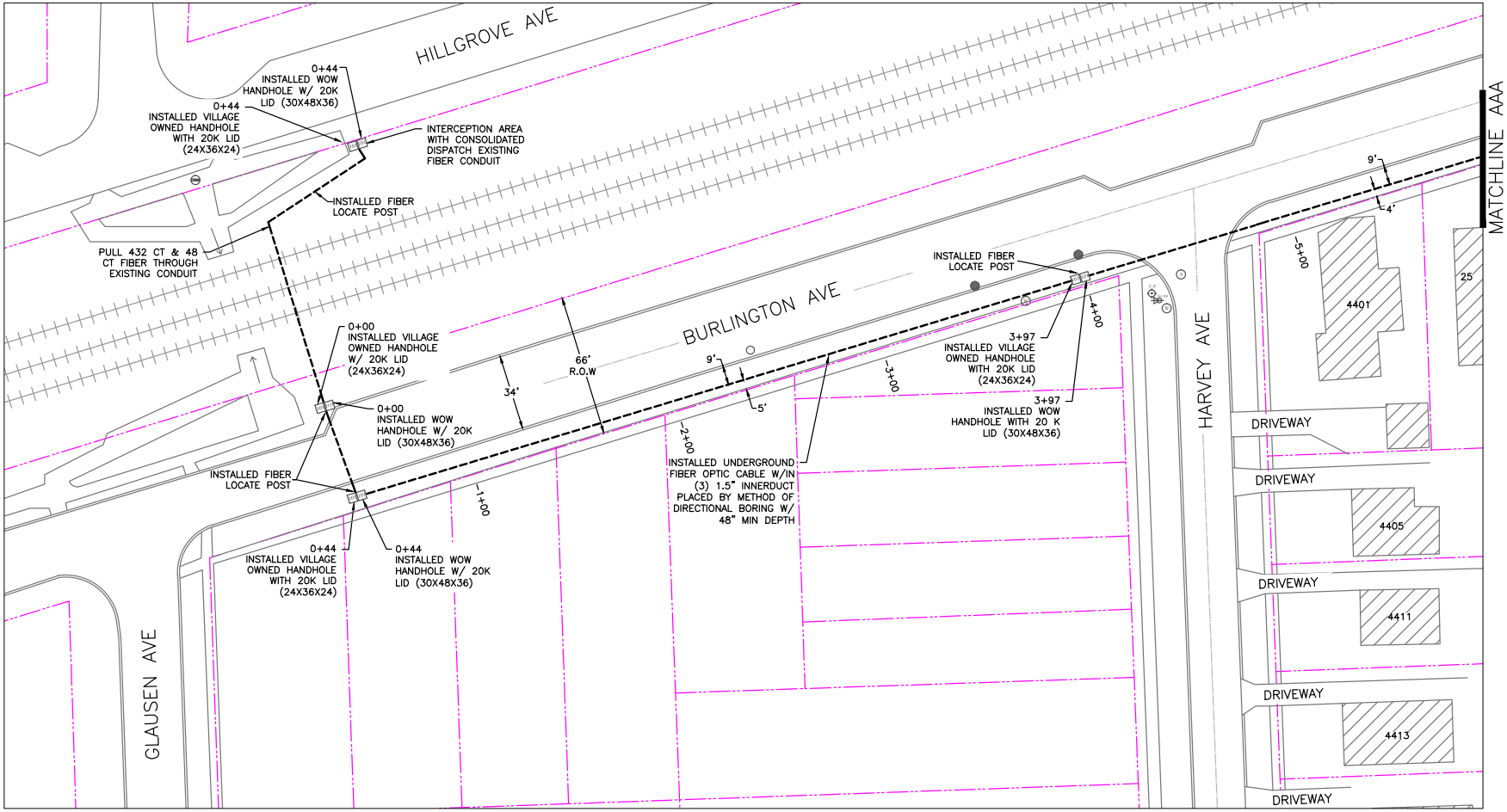
PROJECT:
LA GRANGE BUILD OUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

WARREN D. JOHNSON
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS
40472
Expires November 30, 2017

INTERNAL PROJECT #:
LA GRANGE BUILDOUT

SHEET:
3

DATE:
4/18/2016



-WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS
-VILLAGE IS USING (1) OF THE (3) 1.5" INNERDUCTS
-DIRECTIONAL BORE WAS KEPT AT 48" MIN DEPTH
-ALL FIBER OPTIC CABLES USED (WOW & VILLAGE) ARE COLORED ORANGE
-VILLAGE OF LAGRANGE HAS CONFIRMED THAT THEY DO NOT REQUIRE FIBER POSTS ALONG ROUTE

INSTALLATION OF HANDHOLES (24X36X24) TO BE VILLAGE OWNED. TERMINATION POINT OF EXISTING/EXTENDED 4" CONDUIT MUST BE VILLAGE OWNED HANDOLE.

INSTALLED HANDHOLES TO BE OWNED BY THE VILLAGE TO HAVE 48CT FIBER RUN THROUGH HANDHOLE. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES MUST RUN THROUGH HANDHOLES TO BE OWNED BY MUNICIPALITIES. ALL HANDOLES SHOULD BE 24X36X24 AND INSTALLED BY WOW OR ITS SUB.

INSTALLED VILLAGE OWNED HANDHOLES TO HAVE 48CT FIBER RUN THOUGH THEM. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

LOCATION:
SEC 19 T36N R14E, COOK COUNTY, LA GRANGE, IL 60525

N

SCALE:
1"=50'-0"

CLIENT: WOW!
It's that kind of experience.
1674 FRONTENAC RD
NAPERVILLE, IL 60563

DESIGN FIRM:
CONSTRUCTION-CAD SOLUTIONS, INC.
701 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
PH: (708) 216.9972
FAX: (708) 216.9980

CONSTRUCTION CONTRACTOR:
EL OSO CONSTRUCTION
403 INDUSTRIAL DR
GRIFFITH, IN 46319
PH: 219-218-9488
ELOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	3/01/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	4/18/2016

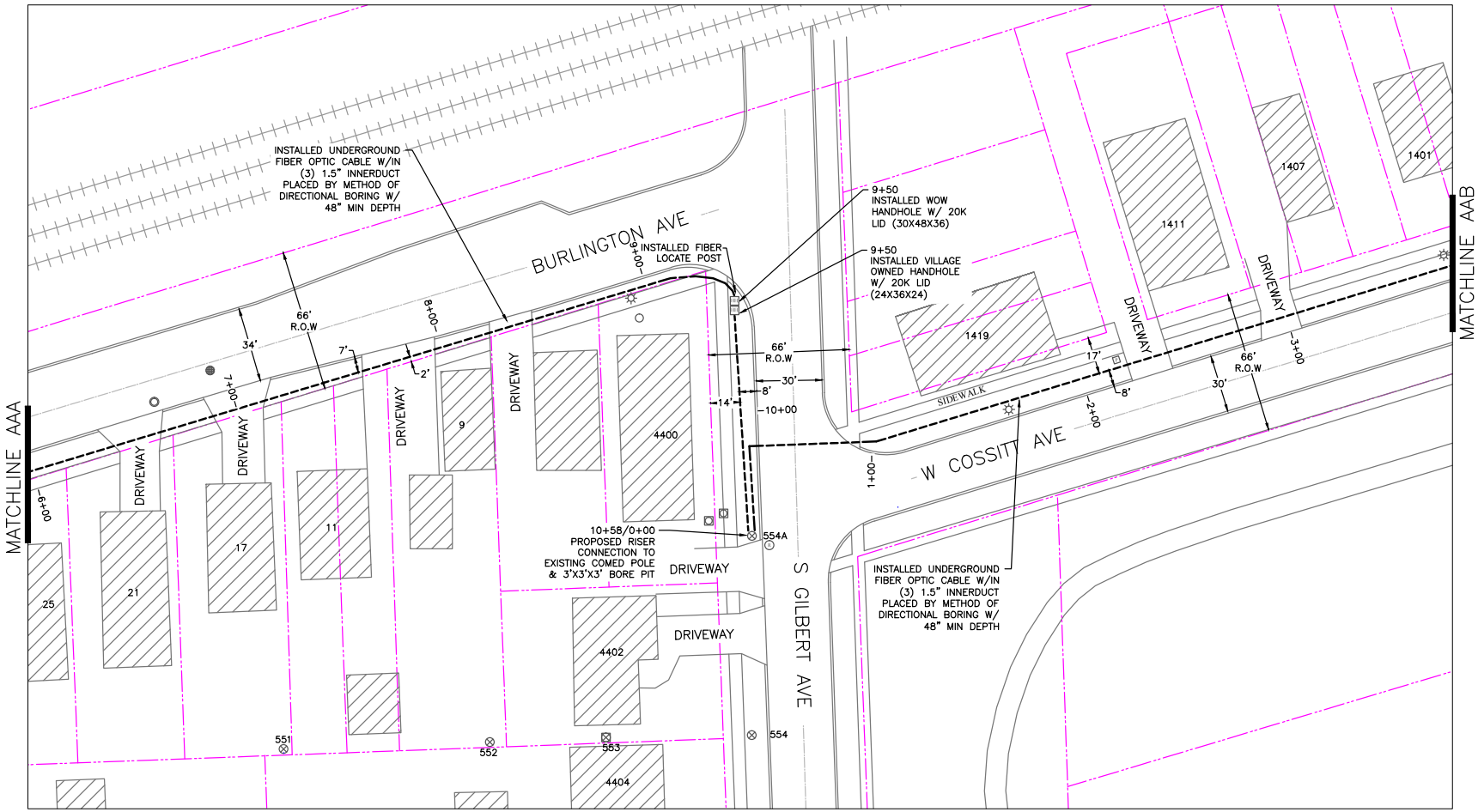
PROJECT:
LA GRANGE BUILD OUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

INTERNAL PROJECT #:
LA GRANGE BUILDOUT

SHEET:
4

DATE:
4/18/2016

LARREN D. JOHNSON
REGISTERED PROFESSIONAL ENGINEER
ILLINOIS
40472
Expires November 30, 2017



-WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS
-VILLAGE IS USING (1) OF THE (3) 1.5" INNERDUCTS
-DIRECTIONAL BORE WAS KEPT AT 48" MIN DEPTH
-ALL FIBER OPTIC CABLES USED (WOW & VILLAGE) ARE COLORED ORANGE
-VILLAGE OF LAGRANGE HAS CONFIRMED THAT THEY DO NOT REQUIRE FIBER POSTS ALONG ROUTE

INSTALLATION OF HANDHOLES (24X36X24) TO BE VILLAGE OWNED. TERMINATION POINT OF EXISTING/EXTENDED 4" CONDUIT MUST BE VILLAGE OWNED HANDOLE.

ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES MUST RUN THROUGH HANDHOLES TO BE OWNED BY MUNICIPALITIES. ALL HANDOLES SHOULD BE 24X36X24 AND INSTALLED BY WOW OR ITS SUB.

INSTALLED HANDHOLES TO BE OWNED BY THE VILLAGE TO HAVE 48CT FIBER RUN THROUGH HANDHOLE. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

INSTALLED VILLAGE OWNED HANDHOLES TO HAVE 48CT FIBER RUN THOUGH THEM. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

LOCATION:
SEC 19 T36N R14E, COOK COUNTY, LA GRANGE, IL 60525

N

SCALE:
1"=50'-0"

CLIENT: WOW!
It's that kind of experience.
1674 FRONTENAC RD
NAPERVILLE, IL 60563

DESIGN FIRM:
CONSTRUCTION-CAD SOLUTIONS, INC.
701 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
PH: (708) 216.9972
FAX: (708) 216.9980

CONSTRUCTION CONTRACTOR:
EL OSO CONSTRUCTION
403 INDUSTRIAL DR
GRIFFITH, IN 46319
PH: 219-218-9488
ELOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	3/01/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	4/18/2016

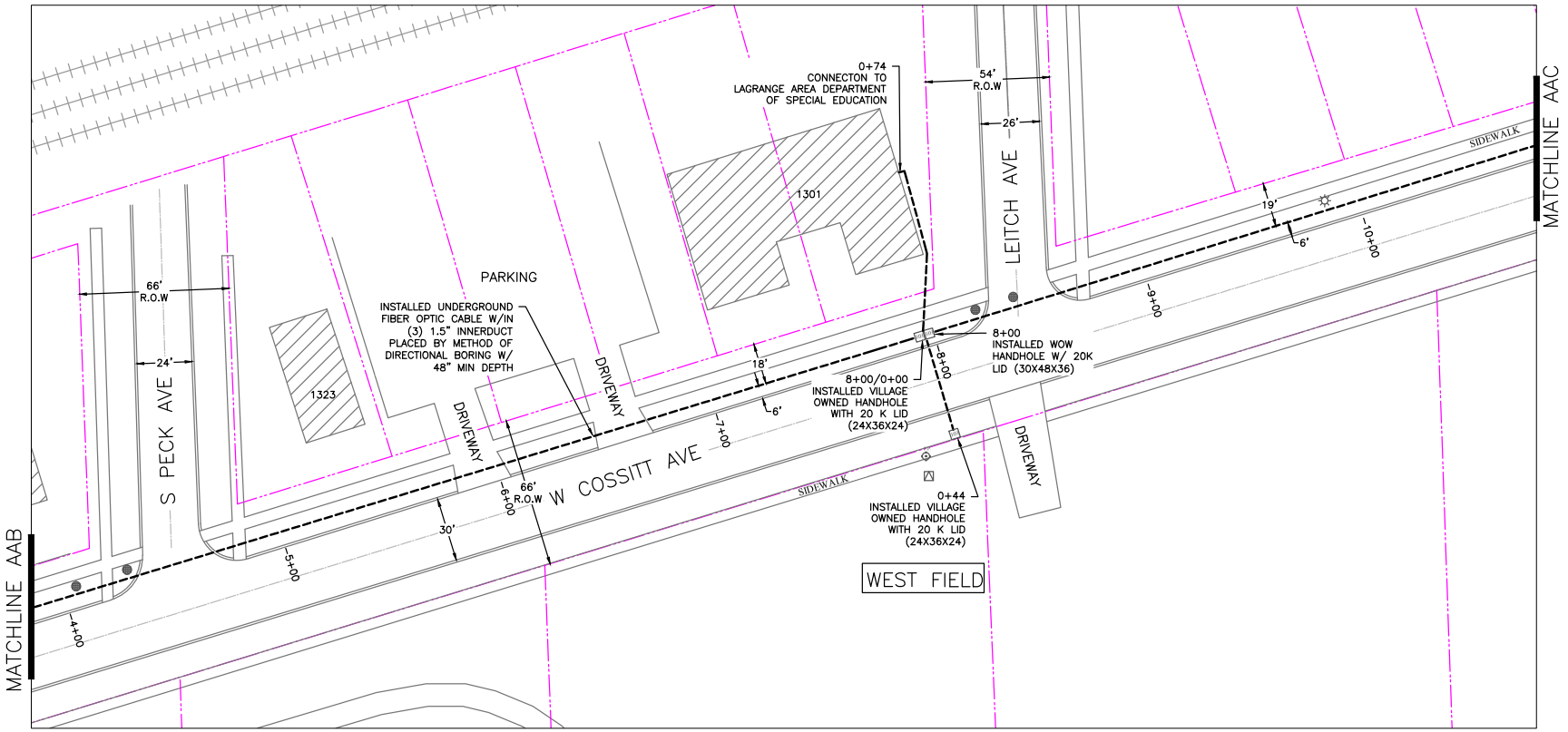
PROJECT:
LA GRANGE BUILD OUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

INTERNAL PROJECT #:
LA GRANGE BUILDOUT

SHEET: 5

DATE: 4/18/2016

WARREN D. JOHNSON
REGISTERED PROFESSIONAL ENGINEER IN ILLINOIS
#40472
Expires November 30, 2017



-WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS
-VILLAGE IS USING (1) OF THE (3) 1.5" INNERDUCTS
-DIRECTIONAL BORE WAS KEPT AT 48" MIN DEPTH
-ALL FIBER OPTIC CABLES USED (WOW & VILLAGE) ARE COLORED ORANGE
-VILLAGE OF LAGRANGE HAS CONFIRMED THAT THEY DO NOT REQUIRE FIBER POSTS ALONG ROUTE

INSTALLATION OF HANDHOLES (24X36X24) TO BE VILLAGE OWNED. TERMINATION POINT OF EXISTING/EXTENDED 4" CONDUIT MUST BE VILLAGE OWNED HANDOLE.

ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES MUST RUN THROUGH HANDHOLES TO BE OWNED BY MUNICIPALITIES. ALL HANDOLES SHOULD BE 24X36X24 AND INSTALLED BY WOW OR ITS SUB.

INSTALLED HANDHOLES TO BE OWNED BY THE VILLAGE TO HAVE 48CT FIBER RUN THROUGH HANDHOLE. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

INSTALLED VILLAGE OWNED HANDHOLES TO HAVE 48CT FIBER RUN THOUGH THEM. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

MARGEN D. JOHNSON
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS
40472
Expires November 30, 2017

LOCATION:
SEC 19 T36N R14E, COOK COUNTY, LA GRANGE, IL 60525

N

SCALE:
1"=50'-0"

CLIENT: WOW! It's that kind of experience.
1674 FRONTENAC RD
NAPERVILLE, IL 60563

DESIGN FIRM:
CONSTRUCTION CAD SOLUTIONS, INC.
701 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
PH: (708) 216.9972
FAX: (708) 216.9980

CONSTRUCTION CONTRACTOR:
EL OSO CONSTRUCTION
403 INDUSTRIAL DR
GRIFFITH, IN 46319
PH: 219-218-9488
ELOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

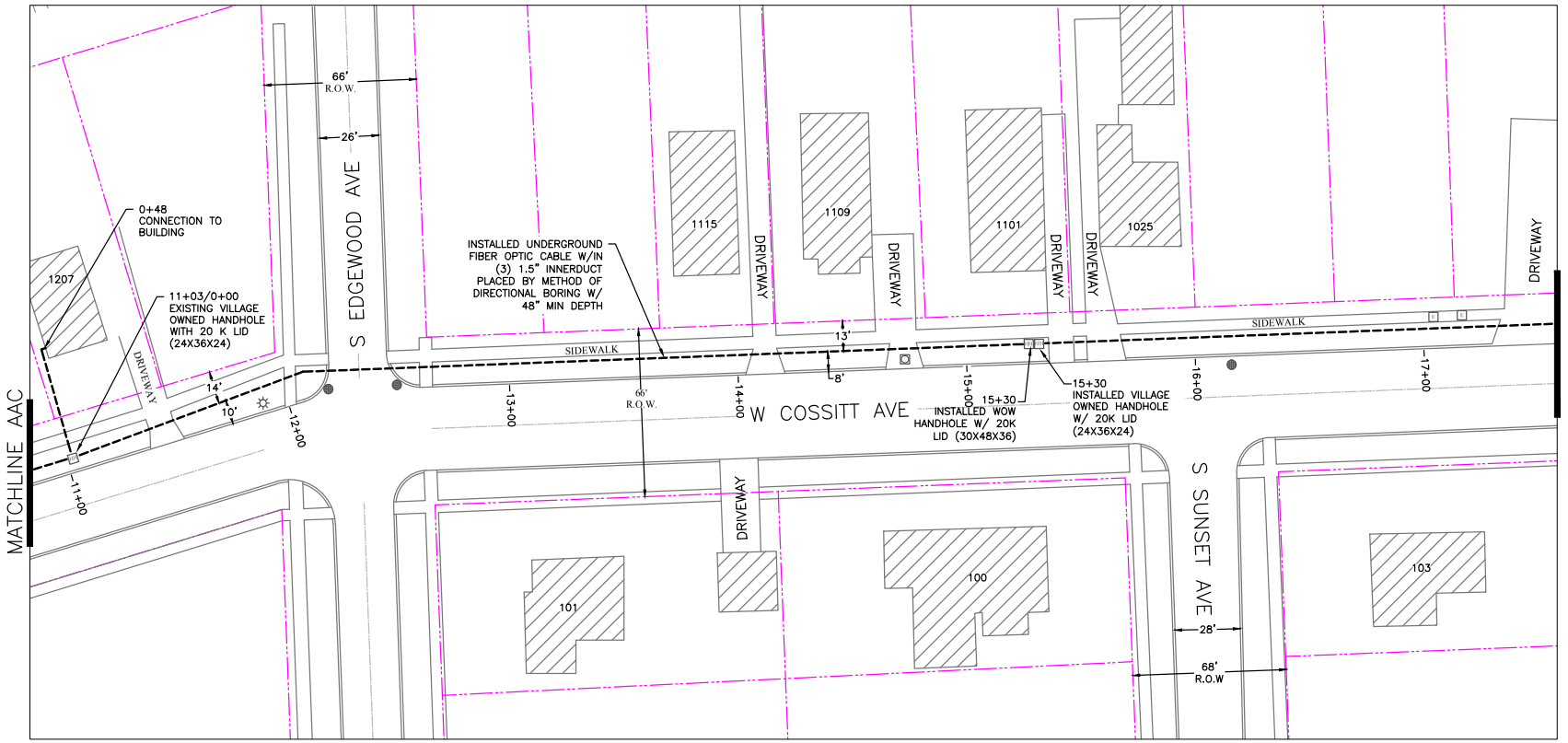
NO.	REVISION	DATE
1	JENNIFER TAM	3/01/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	4/18/2016

PROJECT:
LA GRANGE BUILD OUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

INTERNAL PROJECT #:
LA GRANGE BUILDOUT

SHEET:
6

DATE:
4/18/2016



-WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS
-VILLAGE IS USING (1) OF THE (3) 1.5" INNERDUCTS
-DIRECTIONAL BORE WAS KEPT AT 48" MIN DEPTH
-ALL FIBER OPTIC CABLES USED (WOW & VILLAGE) ARE COLORED ORANGE
-VILLAGE OF LAGRANGE HAS CONFIRMED THAT THEY DO NOT REQUIRE FIBER POSTS ALONG ROUTE

INSTALLATION OF HANDHOLES (24X36X24) TO BE VILLAGE OWNED. TERMINATION POINT OF EXISTING/EXTENDED 4" CONDUIT MUST BE VILLAGE OWNED HANDOLE.

ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES MUST RUN THROUGH HANDHOLES TO BE OWNED BY MUNICIPALITIES. ALL HANDOLES SHOULD BE 24X36X24 AND INSTALLED BY WOW OR ITS SUB.

INSTALLED HANDHOLES TO BE OWNED BY THE VILLAGE TO HAVE 48CT FIBER RUN THROUGH HANDHOLE. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

INSTALLED VILLAGE OWNED HANDHOLES TO HAVE 48CT FIBER RUN THOUGH THEM. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

WARREN D. JOHNSON
REGISTERED PROFESSIONAL ENGINEER
ILLINOIS
10472
Expires November 30, 2017

LOCATION:
SEC 19 T36N R14E, COOK COUNTY, LA GRANGE, IL 60525

N

SCALE:
1"=50'-0"

CLIENT: WOW!
It's that kind of experience.
1674 FRONTENAC RD
NAPERVILLE, IL 60563

DESIGN FIRM:
CONSTRUCTION CAD SOLUTIONS, INC.
701 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
PH: (708) 216.9972
FAX: (708) 216.9980

CONSTRUCTION CONTRACTOR:
EL OSO CONSTRUCTION
403 INDUSTRIAL DR
GRIFFITH, IN 46319
PH: 219-218-9488
ELOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

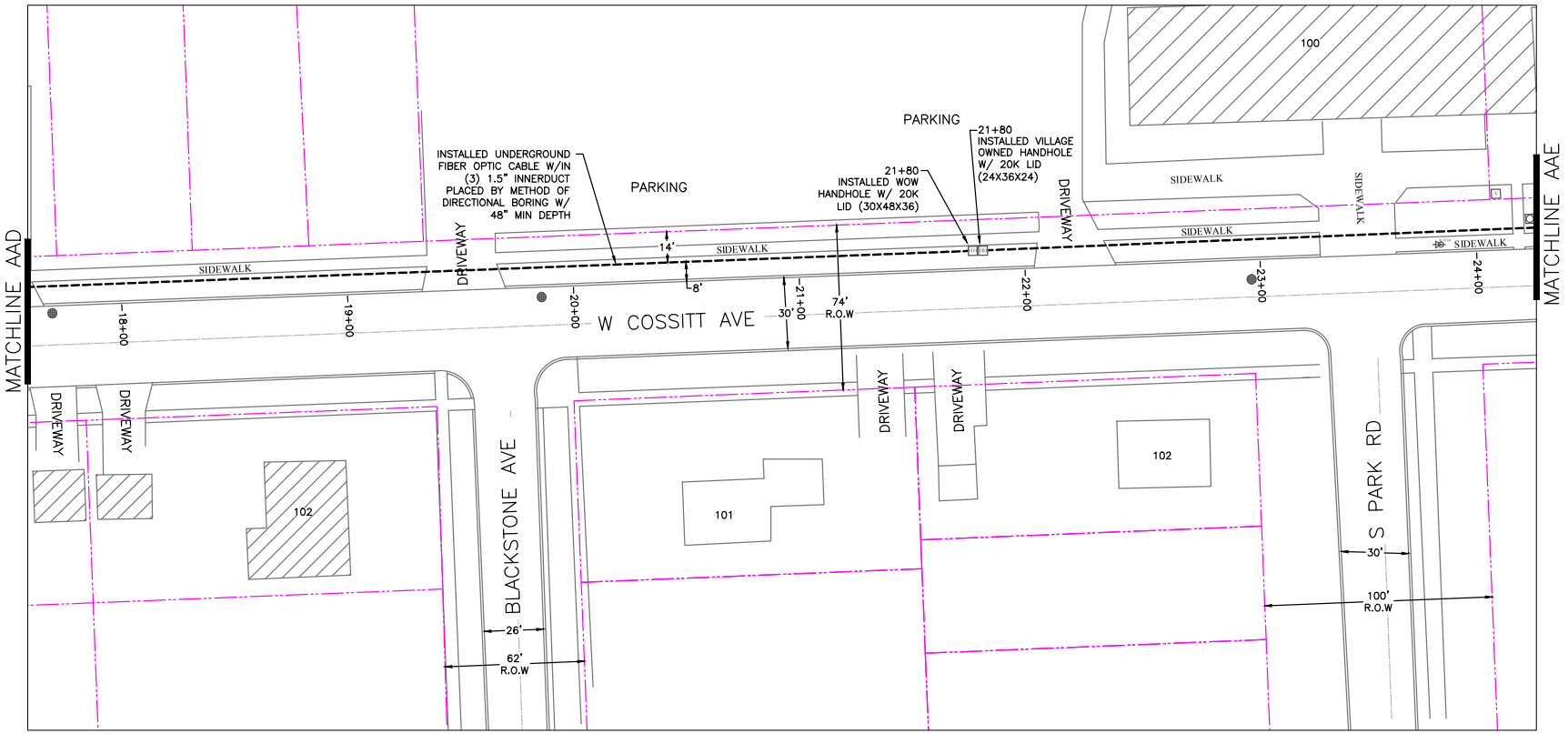
NO.	REVISION	DATE
1	JENNIFER TAM	3/01/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	4/18/2016

PROJECT:
LA GRANGE BUILD OUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

INTERNAL PROJECT #:
LA GRANGE BUILDOUT

SHEET:
7

DATE:
4/18/2016



-WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS
-VILLAGE IS USING (1) OF THE (3) 1.5" INNERDUCTS
-DIRECTIONAL BORE WAS KEPT AT 48" MIN DEPTH
-ALL FIBER OPTIC CABLES USED (WOW & VILLAGE) ARE COLORED ORANGE
-VILLAGE OF LAGRANGE HAS CONFIRMED THAT THEY DO NOT REQUIRE FIBER POSTS ALONG ROUTE

INSTALLATION OF HANDHOLES (24X36X24) TO BE VILLAGE OWNED. TERMINATION POINT OF EXISTING/EXTENDED 4" CONDUIT MUST BE VILLAGE OWNED HANDOLE.

ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES MUST RUN THROUGH HANDHOLES TO BE OWNED BY MUNICIPALITIES. ALL HANDOLES SHOULD BE 24X36X24 AND INSTALLED BY WOW OR ITS SUB.

INSTALLED HANDHOLES TO BE OWNED BY THE VILLAGE TO HAVE 48CT FIBER RUN THROUGH HANDHOLE. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

INSTALLED VILLAGE OWNED HANDHOLES TO HAVE 48CT FIBER RUN THOUGH THEM. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

WARREN D. JOHNSON
REGISTERED PROFESSIONAL ENGINEER
STATE OF ILLINOIS
40472
Expires November 30, 2017

LOCATION:
SEC 19 T36N R14E, COOK COUNTY, LA GRANGE, IL 60525

N

SCALE:
1"=50'-0"

CLIENT: WOW!
It's that kind of experience.
1674 FRONTENAC RD
NAPERVILLE, IL 60563

DESIGN FIRM:
CONSTRUCTION-CAD SOLUTIONS, INC.
701 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
PH: (708) 216.9972
FAX: (708) 216.9980

CONSTRUCTION CONTRACTOR:
EL OSO CONSTRUCTION
403 INDUSTRIAL DR
GRIFFITH, IN 46319
PH: 219-218-9488
ELOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

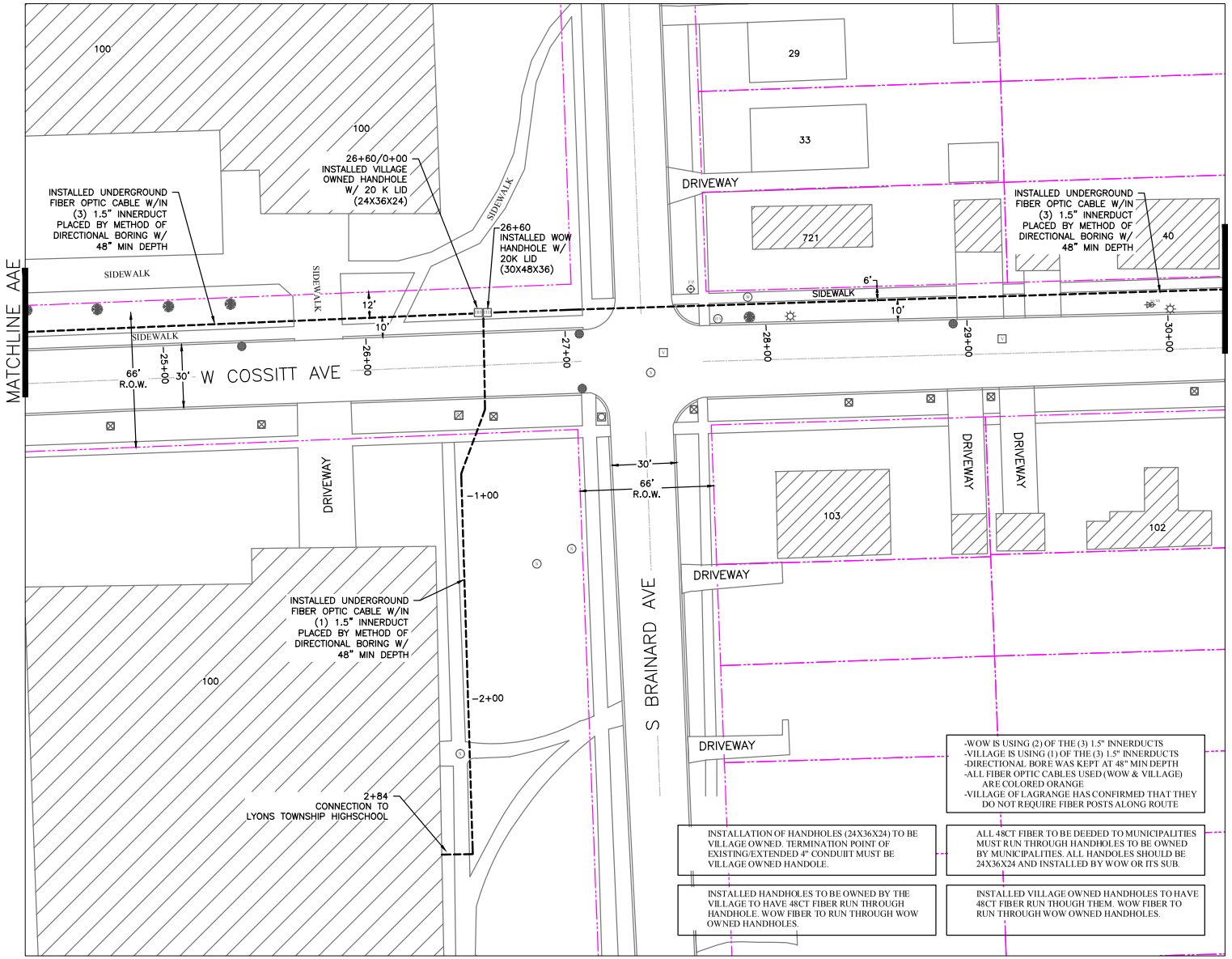
NO.	REVISION	DATE
1	JENNIFER TAM	3/01/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	4/18/2016

PROJECT:
LA GRANGE BUILD OUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

INTERNAL PROJECT #:
LA GRANGE BUILDOUT

SHEET:
8

DATE:
4/18/2016



-WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS
-VILLAGE IS USING (1) OF THE (3) 1.5" INNERDUCTS
-DIRECTIONAL BORE WAS KEPT AT 48" MIN DEPTH
-ALL FIBER OPTIC CABLES USED (WOW & VILLAGE) ARE COLORED ORANGE
-VILLAGE OF LAGRANGE HAS CONFIRMED THAT THEY DO NOT REQUIRE FIBER POSTS ALONG ROUTE

INSTALLATION OF HANDHOLES (24X36X24) TO BE VILLAGE OWNED. TERMINATION POINT OF EXISTING/EXTENDED 4" CONDUIT MUST BE VILLAGE OWNED HANDOLE.

ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES MUST RUN THROUGH HANDHOLES TO BE OWNED BY MUNICIPALITIES. ALL HANDOLES SHOULD BE 24X36X24 AND INSTALLED BY WOW OR ITS SUB.

INSTALLED HANDHOLES TO BE OWNED BY THE VILLAGE TO HAVE 48CT FIBER RUN THROUGH HANDHOLE. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

INSTALLED VILLAGE OWNED HANDHOLES TO HAVE 48CT FIBER RUN THOUGH THEM. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

LOCATION:
SEC 19 T36N R14E, COOK COUNTY, LA GRANGE, IL 60525

N

SCALE:
1"=50'-0"

CLIENT: WOW!
It's that kind of experience.
1674 FRONTENAC RD
NAPERVILLE, IL 60563

DESIGN FIRM:
CONSTRUCTION-CAD SOLUTIONS, INC.
701 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
PH: (708) 216.9972
FAX: (708) 216.9980

CONSTRUCTION CONTRACTOR:
EL OSO CONSTRUCTION
403 INDUSTRIAL DR
GRIFFITH, IN 46319
PH: 219-218-9488
ELOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	3/01/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	4/18/2016

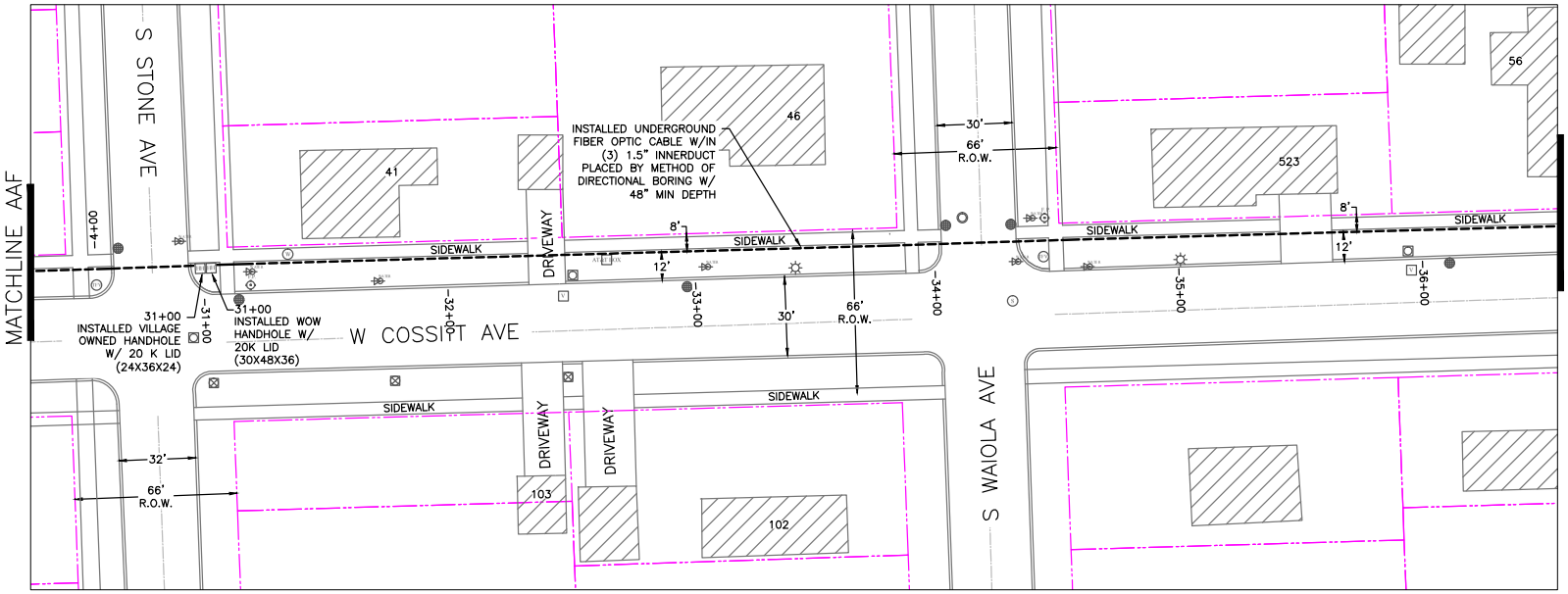
PROJECT:
LA GRANGE BUILD OUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

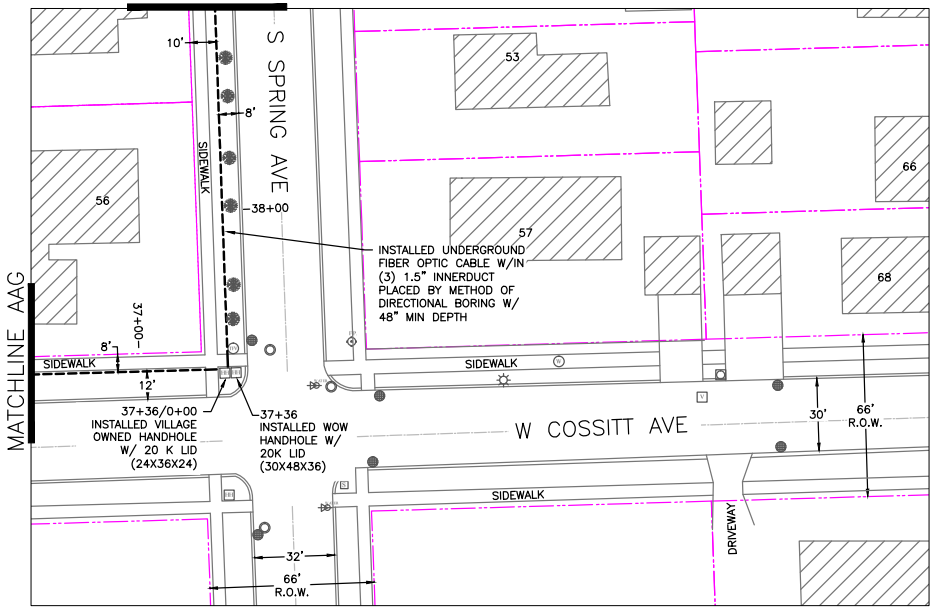
INTERNAL PROJECT #:
LA GRANGE BUILDOUT

SHEET:
9

DATE:
4/18/2016

WARREN D. JOHNSON
REGISTERED PROFESSIONAL ENGINEER
ILLINOIS
40472
Expires November 30, 2017





-WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS
-VILLAGE IS USING (1) OF THE (3) 1.5" INNERDUCTS
-DIRECTIONAL BORE WAS KEPT AT 48" MIN DEPTH
-ALL FIBER OPTIC CABLES USED (WOW & VILLAGE) ARE COLORED ORANGE
-VILLAGE OF LAGRANGE HAS CONFIRMED THAT THEY DO NOT REQUIRE FIBER POSTS ALONG ROUTE

INSTALLATION OF HANDHOLES (24X36X24) TO BE VILLAGE OWNED. TERMINATION POINT OF EXISTING/EXTENDED 4" CONDUIT MUST BE VILLAGE OWNED HANDOLE.

INSTALLED HANDHOLES TO BE OWNED BY THE VILLAGE TO HAVE 48CT FIBER RUN THROUGH HANDHOLE. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES MUST RUN THROUGH HANDHOLES TO BE OWNED BY MUNICIPALITIES. ALL HANDOLES SHOULD BE 24X36X24 AND INSTALLED BY WOW OR ITS SUB.

INSTALLED VILLAGE OWNED HANDHOLES TO HAVE 48CT FIBER RUN THOUGH THEM. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

AUBREY D. JOHNSON
REGISTERED PROFESSIONAL ENGINEER
ILLINOIS
40472
Expires November 30, 2017

LOCATION:
SEC 19 T36N R14E, COOK COUNTY, LA GRANGE, IL 60525

N

SCALE:
1"=50'-0"

CLIENT: WOW!
It's that kind of experience.
1674 FRONTENAC RD
NAPERVILLE, IL 60563

DESIGN FIRM:
CONSTRUCTION-CAD SOLUTIONS, INC.
701 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
PH: (708) 216.9972
FAX: (708) 216.9980

CONSTRUCTION CONTRACTOR:
EL OSO CONSTRUCTION
403 INDUSTRIAL DR
GRIFFITH, IN 46319
PH: 219-218-9488
ELOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

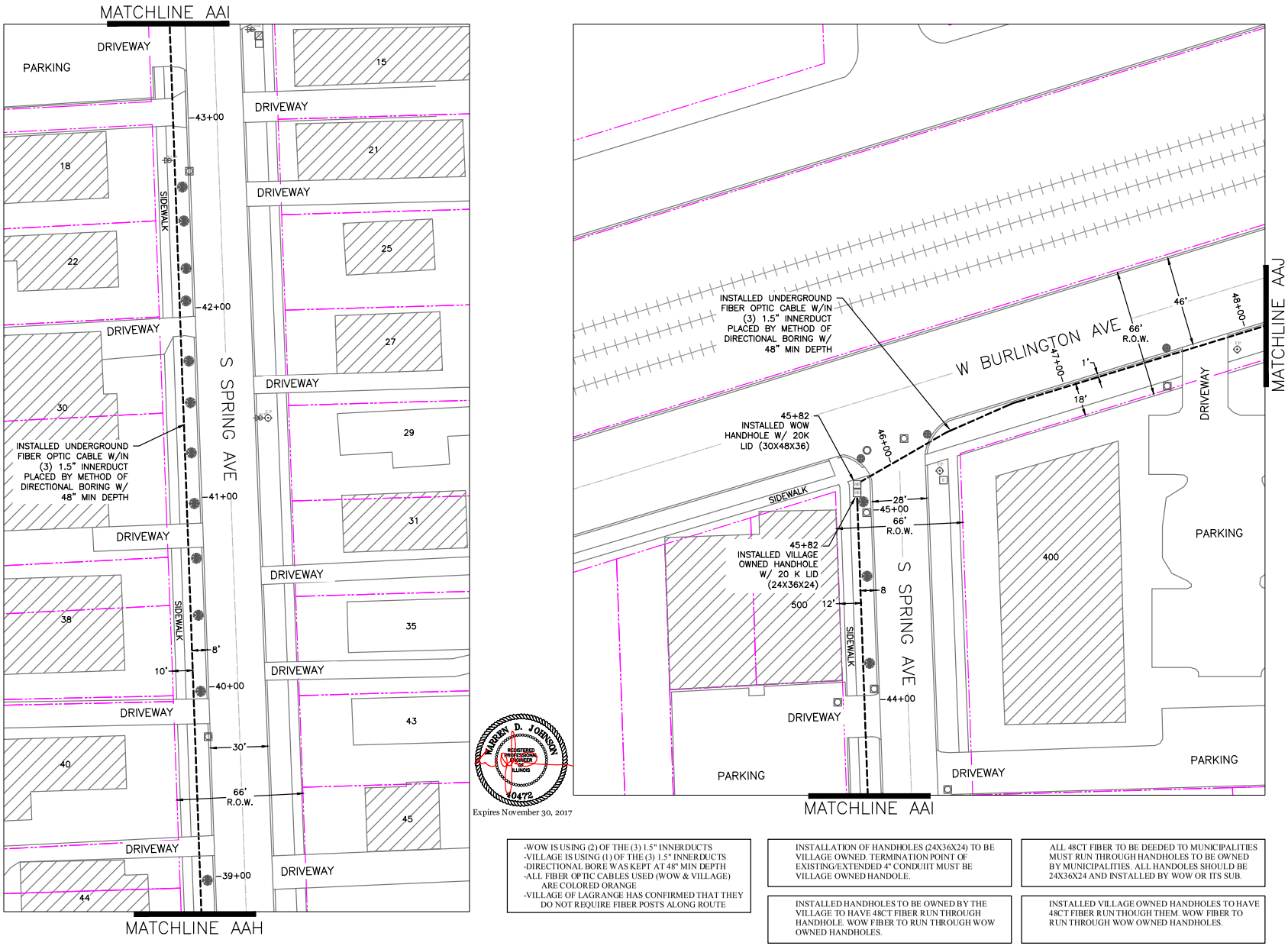
NO.	REVISION	DATE
1	JENNIFER TAM	3/01/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	4/18/2016

PROJECT:
LA GRANGE BUILD OUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

INTERNAL PROJECT #:
LA GRANGE BUILDOUT

DATE:
4/18/2016

SHEET:
10



MARREN D. JOHNSON
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS
40472
Expires November 30, 2017

-WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS
-VILLAGE IS USING (1) OF THE (3) 1.5" INNERDUCTS
-DIRECTIONAL BORE WAS KEPT AT 48" MIN DEPTH
-ALL FIBER OPTIC CABLES USED (WOW & VILLAGE) ARE COLORED ORANGE
-VILLAGE OF LAGRANGE HAS CONFIRMED THAT THEY DO NOT REQUIRE FIBER POSTS ALONG ROUTE

INSTALLATION OF HANDHOLES (24X36X24) TO BE VILLAGE OWNED. TERMINATION POINT OF EXISTING/EXTENDED 4" CONDUIIT MUST BE VILLAGE OWNED HANDOLE.

ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES MUST RUN THROUGH HANDHOLES TO BE OWNED BY MUNICIPALITIES. ALL HANDOLES SHOULD BE 24X36X24 AND INSTALLED BY WOW OR ITS SUB.

INSTALLED HANDHOLES TO BE OWNED BY THE VILLAGE TO HAVE 48CT FIBER RUN THROUGH HANDHOLE. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

INSTALLED VILLAGE OWNED HANDHOLES TO HAVE 48CT FIBER RUN THOUGH THEM. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

LOCATION:
SEC 19 T36N R14E, COOK COUNTY, LA GRANGE, IL 60525

N

SCALE:
1"=50'-0"

CLIENT: WOW!
It's that kind of experience.
1674 FRONTENAC RD
NAPERVILLE, IL 60563

DESIGN FIRM:
CONSTRUCTION CAD SOLUTIONS, INC.
701 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
PH: (708) 216.9972
FAX : (708) 216.9980

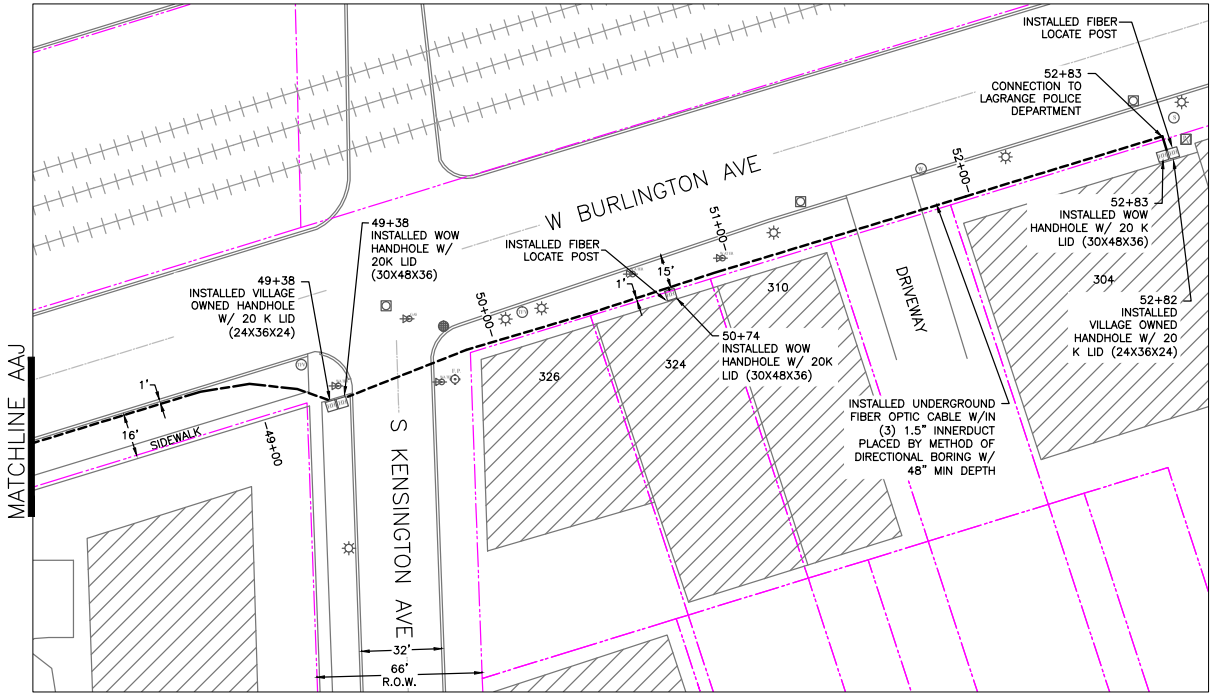
CONSTRUCTION CONTRACTOR:
EL OSO CONSTRUCTION
403 INDUSTRIAL DR
GRIFFITH, IN 46319
PH: 219-218-9488
ELOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	3/01/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	4/18/2016

PROJECT:
LA GRANGE BUILD OUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

INTERNAL PROJECT #:
LA GRANGE BUILDOUT
DATE:
4/18/2016
SHEET:
11



-WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS
-VILLAGE IS USING (1) OF THE (3) 1.5" INNERDUCTS
-DIRECTIONAL BORE WAS KEPT AT 48" MIN DEPTH
-ALL FIBER OPTIC CABLES USED (WOW & VILLAGE) ARE COLORED ORANGE
-VILLAGE OF LAGRANGE HAS CONFIRMED THAT THEY DO NOT REQUIRE FIBER POSTS ALONG ROUTE

INSTALLATION OF HANDHOLES (24X36X24) TO BE VILLAGE OWNED. TERMINATION POINT OF EXISTING/EXTENDED 4" CONDUIT MUST BE VILLAGE OWNED HANDOLE.

INSTALLED HANDHOLES TO BE OWNED BY THE VILLAGE TO HAVE 48CT FIBER RUN THROUGH HANDHOLE. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES MUST RUN THROUGH HANDHOLES TO BE OWNED BY MUNICIPALITIES. ALL HANDOLES SHOULD BE 24X36X24 AND INSTALLED BY WOW OR ITS SUB.

INSTALLED VILLAGE OWNED HANDHOLES TO HAVE 48CT FIBER RUN THOUGH THEM. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

LOCATION:
SEC 19 T36N R14E, COOK COUNTY, LA GRANGE, IL 60525

N

SCALE:
1"=50'-0"

CLIENT: WOW!
It's that kind of experience.
1674 FRONTENAC RD
NAPERVILLE, IL 60563

DESIGN FIRM:
CONSTRUCTION-CAD SOLUTIONS, INC.
701 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
PH: (708) 216.9972
FAX: (708) 216.9980

CONSTRUCTION CONTRACTOR:
EL OSO CONSTRUCTION
403 INDUSTRIAL DR
GRIFFITH, IN 46319
PH: 219-218-9488
ELOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	3/01/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	4/18/2016

PROJECT:
LA GRANGE BUILD OUT
915-1025 W COSSITT AVE
LA GRANGE, IL 60525

INTERNAL PROJECT #:
LA GRANGE BUILDOUT

SHEET:
12

DATE:
4/18/2016

WARREN D. JOHNSON
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS
40472
Expires November 30, 2017

GROUP EXHIBIT D

EXHIBIT D-1 – MAP OF THE MAN IMPROVEMENTS

EXHIBIT D-2 – DESCRIPTION OF THE MAN IMPROVEMENTS

EXHIBIT D-1

MAP OF THE MAN IMPROVEMENTS

Exhibit D-1 consists of the following attached documents:

1. Plans drawn by MSupert, entitled "Joint Disparity Fiber Runs," dated August 26, 2015, containing One (1) pages.
2. Plans drawn by _____, entitled "_____," dated _____ __, 201_, containing _____ (__) pages.

EXHIBIT D-2

DESCRIPTION OF THE MAN IMPROVEMENTS

(attached)

Exhibit D-1 and D-2

Municipal Joint Dispatch Run – 48 Total Strands

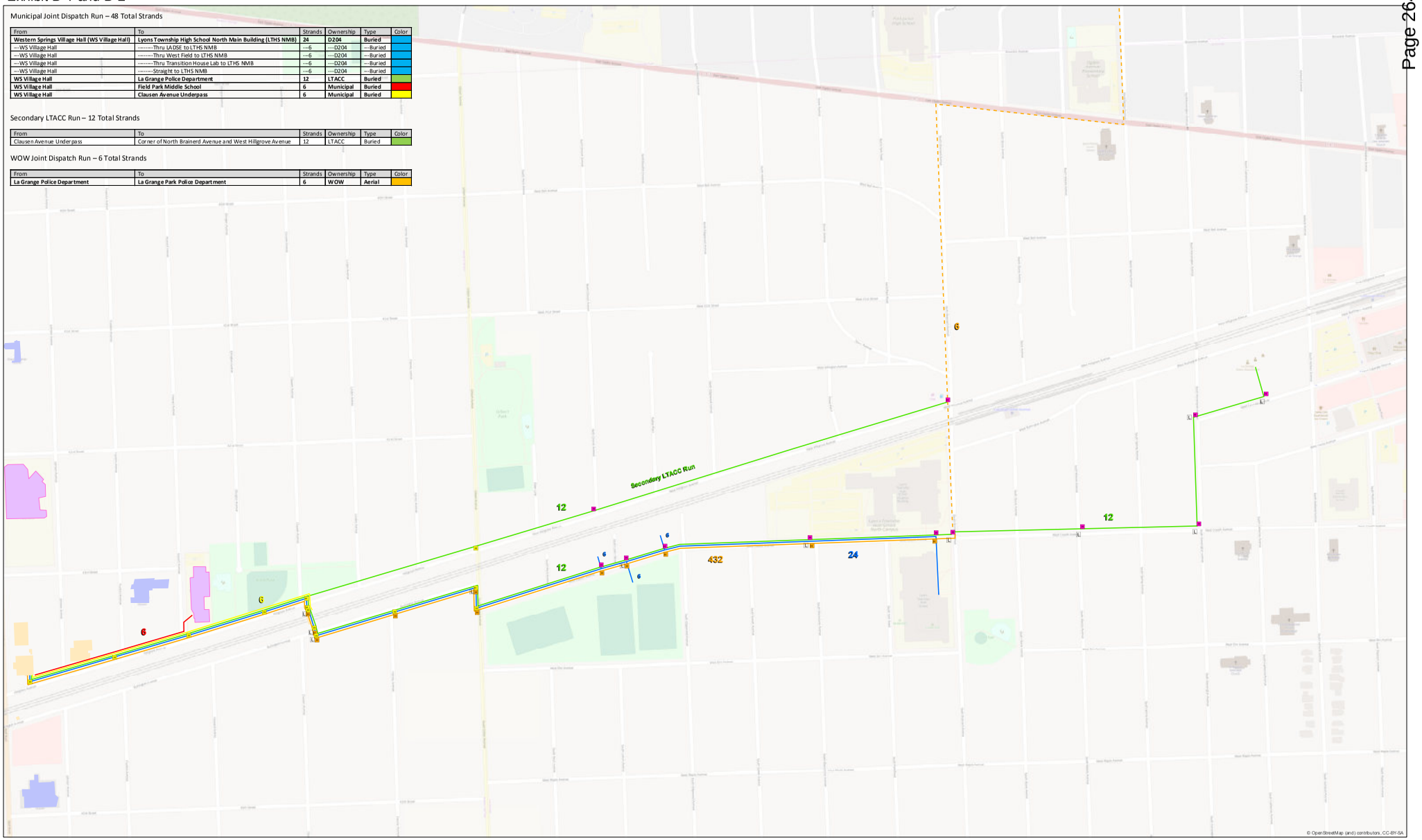
From	To	Strands	Ownership	Type	Color
Western Springs Village Hall (WS Village Hall)	**Lyons Township High School North Main Building (LTHS NMB)**	**24**	**D204**	**Buried**	
---WS Village Hall	--------Thru LADSE to LTHS NMB	---6	---D204	---Buried	
---WS Village Hall	--------Thru West Field to LTHS NMB	---6	---D204	---Buried	
---WS Village Hall	--------Thru Transition House Lab to LTHS NMB	---6	---D204	---Buried	
---WS Village Hall	--------Straight to LTHS NMB	---6	---D204	---Buried	
WS Village Hall	**La Grange Police Department**	**12**	**LTACC**	**Buried**	
WS Village Hall	**Field Park Middle School**	**6**	**Municipal**	**Buried**	
WS Village Hall	**Clausen Avenue Underpass**	**6**	**Municipal**	**Buried**	

Secondary LTACC Run – 12 Total Strands

From	To	Strands	Ownership	Type	Color
Clausen Avenue Underpass	Corner of North Brainerd Avenue and West Hillgrove Avenue	12	LTACC	Buried	

WOW Joint Dispatch Run – 6 Total Strands

From	To	Strands	Ownership	Type	Color
La Grange Police Department	**La Grange Park Police Department**	**6**	**WOW**	**Aerial**	



Coordinate System: NAD 1983 StatePlane Illinois East FIPS 1201 Feet
Projection: Transverse Mercator
Datum: North American 1983
False Easting: 984,250.0000
False Northing: 0.0000
Central Meridian: -88.3333
Scale Factor: 1.0000
Latitude Of Origin: 36.6667
Units: Foot US

Date: 8/26/2015
Time: 9:42:40 AM

N

Joint Dispatch Fiber Runs

Locate Post
- Locate Post

Fiber Handholes
- La Grange
- WOW
- Western Springs

Fiber Conduit
- D101, underground
- Western_Springs, underground
- LTACC, underground
- LTHS, underground
- WOW, aerial
- WOW, underground

RESOLUTION NO. 17-2412

VOTE: Passed by an omnibus vote.

Voting aye: Trustees Hansen, Tymick, Allen, Rudolph, Siffermann, Tyrrell and President Gallagher.

Voting nay: None.

DATE: November 27, 2017

OTHER:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONSENT TO ASSIGNMENT OF THE RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDEOPENWEST ILLINOIS, LLC, AS AMENDED BY THE FIRST ADDENDUM TO THE RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDEOPENWEST ILLINOIS, LLC

WHEREAS, on November 9, 2015, the Village President and Board of Trustees (the "Village") passed Resolution No. 15-2334, approving the "RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDEOPENWEST ILLINOIS, LLC" (the "Agreement") by and between the Village and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"), which Agreement has an Effective Date of November 9, 2015; and

WHEREAS, on July 25, 2016, the Village passed Resolution No. 16-2357, approving the "FIRST ADDENDUM TO THE RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDEOPENWEST ILLINOIS, LLC" (the "First Addendum") by and between the Village and the Licensee, which amended the Agreement and which has an Effective Date of July 25, 2016; and

WHEREAS, the Licensee desires to assign its rights and obligations under the Agreement, as amended by the First Addendum, to MCIMetro Transmission Services Corp. ("Verizon") or one of Verizon's affiliates, per the August 17, 2017 "Consent to Assignment" letter agreement, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof ("Consent"); and

WHEREAS, Section 12 of the Agreement, as amended by the First Addendum, provides that "[t]his Agreement is binding on, and inures to the benefit of the Village, the Licensee, and their successors and assigns. Except as stated in this Section 12, the Licensee has no right or authority to transfer or assign this Agreement or any interest in any part of this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the MAN and/or the MAN Improvements. The Licensee may assign this Agreement without the Village's consent to the Licensee's affiliate or to the Licensee's successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the MAN and/or the MAN Improvements;" and

WHEREAS, the President and Board of Trustees of the Village of Western Springs find that it is in the best interests of the Village of Western Springs to approve and execute the attached Consent.

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

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

SECTION 2: The President and Board of Trustees of the Village of Western Springs authorize and direct the President and Village Clerk, or their designees, to execute and deliver the August 17, 2017 "Consent to Assignment" letter agreement, attached hereto as **Exhibit "A"**, and such other instruments, as may be necessary or convenient to fulfill or satisfy the obligations of the Village as set forth in the Consent to Assignment. The Village Clerk's Office shall forward certified copies of this Resolution and fully executed copies of the Consent to Assignment to WideOpenWest Illinois, LLC and to MCIMetro Transmission Services Corp. for record retention purposes.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 27th day of November, 2017, and approved by me as Village President, and attested by the Village Clerk on the same day.

Alice F. Gallagher

Alice F. Gallagher, Village President

ATTEST:

Bridget M. Fitzgerald

Bridget M. Fitzgerald, Village Clerk

Exhibit "A"

CONSENT TO ASSIGNMENT

(attached)



August 17, 2017

Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558
Attn: Village Manager

RE: CONSENT TO ASSIGNMENT

Dear Sir or Madam:

We are excited to inform you that on August 1, 2017, WideOpenWest, Inc. ("WOW") entered into an Asset Purchase Agreement with MCIMetro Access Transmission Services Corp. ("Verizon"), an indirect, wholly-owned subsidiary of Verizon Communications, Inc. (NYSE: VZ), pursuant to which Verizon agreed to acquire certain assets, and to assume certain liabilities, from WOW that are related to its fiber network in the area of Chicago, Illinois (the "Transaction"). In connection therewith, at the closing of the Transaction, WOW is to assign all of its rights and obligations arising on or after the closing under the Right of Way Use License and Fiber Optic Cable Agreement, dated as of November 9, 2015, by and between the Village of Western Springs and WideOpenWest Illinois, LLC, as amended by that certain First Addendum, dated as of July 25, 2016, a copy of which is attached hereto as Exhibit A (the "Agreement"), to Verizon or one of its affiliates. The Transaction is subject to customary closing conditions and is expected to close early in the first quarter of 2018.

Your consent to the assignment of the Agreement in connection with the Transaction may be required. Therefore, we kindly request that you sign below to consent to the assignment of the Agreement to Verizon or one of its affiliates and to acknowledge that the Agreement will remain in full force and effect following the consummation of the Transaction and that neither the assignment of the Agreement nor the consummation of the Transaction will be deemed to constitute, or be construed as, a breach of the Agreement or entitle you to any payments or compensation.

Please return a signed copy of this consent to me via e-mail at Craig.Martin@wowinc.com by September 1, 2017.

If you have any questions, please do not hesitate to contact me at the e-mail above or (269) 567-4200.

Yours very truly,

Craig Martin
General Counsel

cc: Michael T. Jurusik
Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, IL 60606

Acknowledged and Agreed:

VILLAGE OF WESTERN SPRINGS

By: _____
Name: Alice F. Gallagher
Title: Village President

EXHIBIT A

Agreement

RIGHT OF WAY USE
LICENSE AND FIBER OPTIC CABLE AGREEMENT
BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND WIDEOPENWEST ILLINOIS, LLC

This **RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDEOPENWEST ILLINOIS, LLC** (the "Agreement") is entered into on 9th Nov., 2015 (the "Effective Date") by and between the Village of Western Springs, an Illinois municipal corporation (the "Village") and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"). The Village and the Licensee shall be referred to as the "Parties," and individually as a "Party."

WHEREAS, the Village maintains standards for construction within its public rights of way in Title 8 (Public Ways and Property), Chapter 11 (Standards for Construction of Utility Facilities In Public Rights Of Way), of the Village of Western Springs Municipal Code (the "ROW Construction Ordinance"), as amended from time to time; and

WHEREAS, the Village owns and maintains a fiber optic metropolitan area network (the "MAN") within its public rights of way depicted in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Village desires to extend and expand its MAN in the locations, and within the Village owned public rights of way, as depicted in **Exhibit B** attached hereto and made a part hereof (the "Approved ROW Locations"); and

WHEREAS, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

WHEREAS, the Licensee desires a license to construct, install, operate, maintain, and replace a privately owned and operated fiber optic telecommunications cables (the "Cable System") both underground and on existing utility poles within the Approved ROW Locations, as depicted and described in **Group Exhibit C** attached hereto and made a part hereof; and

WHEREAS, the Licensee desires to utilize the Cable System to extend the scope of its private business activities; and

WHEREAS, the Licensee is not delivering, and does not intend to deliver, cable television service to residents of the Village; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the Village agrees to allow the Licensee, at its sole cost, to install additional fiber optic cables within the Approved ROW Locations to expand the MAN in the areas depicted in **Exhibit B** and **Exhibit C-1**, and to construct, install, operate, maintain,

and replace its Cable System within certain of the Approved ROW Locations, including underneath the Burlington North Santa Fe Railroad ("BNSF") right of way ("BNSF ROW") using the Village-owned conduit adjacent to the Clausen Avenue pedestrian underpass; and

WHEREAS, the Licensee is willing to install and extend the MAN for the Village for the exclusive and permanent use of the Village, all as set forth and further defined in this Agreement (the "MAN Improvements"), as depicted and described in Group Exhibit D attached hereto and made a part hereof; and

WHEREAS, the Village has determined that it is useful to the Village and its residents to grant a public right of way use license to the Licensee for the Cable System as provided in this Agreement, and for the Village to acquire the MAN Improvements; and

WHEREAS, the Licensee is authorized to enter into this Agreement and to perform the obligations and commitments set forth in this Agreement; and

WHEREAS, the Village and Licensee are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the Parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follow:

1. Recitals: The Recitals are incorporated into this Agreement as material terms of this Agreement.

2. **Grant of Right of Way Use License**: For and in consideration of the terms of this Agreement, and in compliance with all federal, state, county, and Village laws, ordinances, and regulations, the Village grants to the Licensee a non-exclusive revocable license (the "License") to construct, install, operate, maintain, and replace (collectively the "Maintenance") the Cable System and MAN Improvements in the Approved ROW Locations, subject to the terms of this Agreement. This Agreement and the License do not convey any right, title, or interest of any kind, including any ownership or leasehold interest, in any Village public rights of way, but is a license only for the use and occupancy of the specified Approved ROW Locations for the limited purposes stated in this Agreement.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights of way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work by Licensee must comply with the requirements for emergency maintenance in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, as amended from time to time.

3. Term of Agreement; Reopener:

A. This Agreement, and the License granted herein, shall be for a ten (10) year term, commencing on the Effective Date (the "Term") of the Agreement, which shall be the date the last signatory signs the Agreement, unless otherwise extended. The Term may be extended by mutual written agreement of the Parties for one (1) or more successive terms of not more than ten (10) years each (each such period is an "Extended Term"), so long as the Licensee is in full compliance with the terms of this Agreement at the time of each extension. A Party requesting an Extended Term shall submit such a request to the other Party in writing at least thirty (30) calendar days prior to expiration of the Term or the Extended Term then in effect. The thirty (30) calendar day period may be waived by the other Party.

B. During the Term, the Licensee shall not pay the Village a License fee, in consideration of the Licensee's installation of the MAN Improvements, and in consideration of the Licensee's transfer of ownership of the MAN Improvements to the Village.

C. The Parties shall reopen, renegotiate, and amend this Agreement if any of the following occurs:

1. If the Licensee desires to provide any "telecommunications service" to persons or areas within the Village, as defined in Section 8-8-2 (Definitions) of the Village of Western Springs Municipal Code (the "Code"), the Parties shall amend this Agreement in accordance with Title 8 (Public Ways and Property) and Chapter 8 (Telecommunications), to include terms of the franchise agreement called for in Section 8-8-3(C) (Telecommunications Franchise) of the Code, including payment by the Licensee of a franchise fee to the Village.

2. If the Licensee desires to extend the footprint of the Cable System or increase the number of strands in the Cable System, the Parties shall amend this Agreement to include such additional terms and consideration as are necessary to obtain the Village's consent to allow the Licensee to so extend or modify the Cable System.

3. If federal, state, or county laws, regulations, or requirements regarding the MAN or this Agreement impose any unforeseen cost or expense on the Village, the Parties shall amend this Agreement to allocate the costs or expenses among the Parties.

4. If the BNSF imposes any unforeseen expense(s) related to the use of the Village-owned conduit utilized by the Parties.

4. **Location, Description and Installation of Cable System**: The Cable System shall be composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Cable System are described in **Group Exhibit C**. The Cable System, once installed, shall be owned by Licensee, subject to the terms of this Agreement. The Licensee represents and warrants that it does not hold any franchise issued by the Village for the provision of "telecommunications service" to persons or areas in the Village, as defined in Section 8-8-2 (Definitions) of the Code, and Licensee shall not provide such telecommunication service until and unless Licensee obtains a franchise issued by the Village, as required by Section 8-8-3 (General Requirements) of the Code, and in accordance with the process in Section 3(C)(1) of this Agreement. On or before _____, 2015, the Licensee shall install the fiber optic cable segments that comprise the Cable System.

5. **MAN Improvements**:

A. The Licensee shall, at Licensee's sole cost and expense, install the fiber optic cable segments that comprise the MAN Improvements, as set forth in the following "Table 1," and as depicted and further described in **Group Exhibit D**:

Table 1

#	From	To	Strands	Initial Ownership	Type	Color on Exhibit D-1
1	Western Springs Village Hall ("WS Village Hall")	Lyons Township High School North Main Building ("LTHS NMB")	24	D204	Buried	Blue
2	WS Village Hall	Thru La Grange Area Department of Special Education to LTHS NMB	6	D204	Buried	Blue
3	WS Village Hall	Thru West Field to LTHS NMB	6	D204	Buried	Blue
4	WS Village Hall	Thru Transition House Lab to LTHS NMB	6	D204	Buried	Blue
5	WS Village Hall	Straight to LTHS NMB	6	D204	Buried	Blue
6	WS Village Hall	La Grange Police Department	12	Village / La Grange / LTACC	Buried	Green
7	WS Village Hall	Field Park Elementary School	6	Village	Buried	Red
8	WS Village Hall	Clausen Avenue Underpass	6	Village	Buried	Yellow
9	Clausen Avenue Underpass	Corner of North Brainard Avenue and West Hillgrove Avenue	12	Village / La Grange / LTACC	Buried	Gra
10	La Grange Police Department	La Grange Park Police Department	6	WOW	Aerial	Orange

B. Each segment of the MAN Improvements shall:

1. Contain the number of fiber optic strands in the "Strands" column in Table 1; and

2. Be constructed underground and on existing utility poles within the Approved ROW Locations as set forth in the "Type" column in Table 1; and

3. Upon completion of installation of the MAN Improvements, and after written acceptance by the entity set forth in the "Initial Ownership" column of Table 1 of a no fee bill of sale executed by Licensee, all components of the MAN Improvements for each segment, including without limitation the fiber optic strands, conduits, handholes, patch panels, locate posts, and locate wires (collectively the "MAN Improvement Components") shall become the property of the entity set forth in the "Initial Ownership" column of Table 1, and all rights, title, and interest in the MAN Improvements shall be and remain with entity set forth in the "Initial Ownership" column of Table 1, or their assigns, except that any segment which crosses the municipal corporate boundary from the Village to the Village of La Grange shall be owned, maintained, repaired and replaced by the municipality within that municipality's corporate boundary, such that the Village and the Village of La Grange, or their assigns, shall each be responsible for ownership, maintenance, repair and replacement of the segments, or portions thereof, within their respective municipal corporate boundaries, except that all aerial facilities shall be owned and maintained by Licensee; and

4. Be installed on or the Effective Date, except that Segment 9 shall be installed within twelve (12) months of the Effective Date.

C. Segments 6 and 9 shall be owned, maintained, repaired and replaced by the Village and the Village of La Grange within their respective municipal corporate boundaries until such time as the Village and the Village of La Grange transfer title to Segments 6 and 9 to the "Lyons Township Area Communications Center" ("LTACC"), and LTACC, or their assigns, shall thereafter own, maintain, repair and replace Segments 6 and 9.

D. The entities set forth in the "Initial Owners" column in Table 1 may freely assign their respective ownership interests in the MAN Improvements, and the consent of Licensee shall not be necessary in order for any such assignment to occur.

E. In order to comply with the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as set forth in Section 16(F) below, the Parties agree that:

1. The MAN Improvements consist of Twenty Nine Thousand Forty (29,040) linear feet of fiber optic cable installed by Licensee (the "MAN Improvements Length"), the Cable System consists of Ten Thousand Four Hundred Fifty Four (10,454) linear feet of fiber optic cable installed by Licensee (the "Cable System Length"), and together the MAN Improvements and the Cable System consist of a

total of Eighteen Thousand Five Hundred Eighty Six (18,586) linear feet of fiber optic cable (the "Total Improvements Length").

2. The MAN Improvements consist of Thirty Six Percent (36%) of the Total Improvements Length (the "MAN Improvements Cost Share"), which is the product of the MAN Improvements Length divided by the Total Improvements Length. The Cable System consists of Sixty Four Percent (64%) of the Total Improvements Length (the "Cable System Cost Share"), which is the product of the Cable System Length divided by the Total Improvements Length.

3. The wages paid by Licensee to build the MAN Improvements and the Cable System are 2,371.28 Dollars ($_____) (the "Total Wages Cost"). The wages paid by Licensee to build the MAN Improvements are _____ ($ 668.40) (the "MAN Improvements Wage Costs"), which is the product of the MAN Improvements Cost Share multiplied by the Total Wages Cost.

4. The Licensee shall, within 30 (X) business days of the Effective Date, deliver to the Village all documents reasonably requested by the Village relating to the wages paid, hours worked, and other information needed to compute the wages owed under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for construction the MAN Improvements (the "MAN PWA Wages"). The wages owed under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for construction the MAN Improvements shall be the "MAN PWA Wages." The Licensee shall, within the same time period, submit to the Village and the Illinois Department of Labor, as the case may be, all other documents and information necessary to comply with the Licensee's obligations under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

5. The Village shall, within 30 (X) business days after receipt of all documents and information required to calculate the MAN PWA Wages, pay to Licensee the MAN Improvement Wage Costs subtracted from the MAN PWA Wages.

6. Construction Within and Use of Public Rights of Way:

A. All Maintenance within the Village's rights of way shall comply with the ROW Construction Ordinance, as amended from time to time, and other applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-16 (Construction Methods and Materials) of the ROW Construction Ordinance, as amended from time to time. The Licensee shall not interfere with property of Village or the property of other users of the public rights of way.

B. This Agreement does not authorize the Licensee to use any privately owned property, except that if a portion of the Approved ROW Locations consists of an easement area in favor of the Village over private property and the easement permits the Licensee's use of the easement area, the Licensee may use the easement area.

C. All Maintenance by the Licensee shall be further subject to the following regulations and requirements:

1. The Approved ROW Locations include the Clausen Avenue pedestrian under pass that crosses under the BNSF ROW. The Licensee shall hand excavate inside the BNSF ROW to expose the existing four inch (4") conduit. The four inch (4") PVC conduit shall be extended north and south into the Village's right of way and piped into a handhole to be owned by the Village and provided by the Licensee. Licensee may pass through and separate its four hundred thirty two (432) count fiber to an adjacent handhole box to be owned and maintained by Licensee. Licensee shall install a fabric innerduct with six (6) cells and install each fiber run through an innerduct. Pull strings shall be provided in all unused innerducts within the Village's existing four inch (4") conduit. All work taking place in the BNSF ROW shall be restored to its prior condition immediately upon completion of the work or as directed by the Village. If the BNSF charges a fee to the Village or Licensee for Maintenance performed under this Agreement relative to the Licensee's use of the Clausen Avenue pedestrian underpass that crosses under the BNSF ROW, the Licensee shall be solely responsible for paying the fee.

2. All MAN Improvement Components shall be provided by Licensee at Licensee's cost and ownership conveyed by bill of sale to the entity set forth in the "Ownership" column of Table 1. A minimum of ten feet (10') of cable slack shall be provided in each handhole box. A minimum of ten feet (10') of cable slack shall be provided at each segment termination location.

3. The Licensee shall provide the Village with no less than twenty four (24) hours of notice prior to the commencement of work taking place in the Approved ROW Locations each calendar day, including but not limited to work in the BNSF ROW. The Licensee shall not commence any work under this Agreement unless timely notice has been given.

4. Licensee shall install a #12 (THNN or equal) copper locate wire with proper termination at locate posts and hand holes for fiber optic cable segment labeled "# 6" in Table 1, from the Western Springs Village Hall to the La Grange Police Department.

5. Licensee shall install the MAN Improvement Components in the locations specified in the plans in **Exhibit D-1**.

6. Licensee shall re-terminate all fiber at existing termination locations, including but not limited to the Western Springs Village Hall, Field Park School, and the security cameras located at the Clausen Avenue Underpass.

7. Licensee shall, at its cost, prepare and provide to the Village "as-built" plans for the Cable System and MAN Improvements within a reasonable time after installation of the Cable System and MAN Improvements. The as-built plans shall include all relevant information requested by the Village, including but not limited to depth of the conduit and a strand identification map or table.

8. Licensee shall be solely liable for any damages resulting from any Maintenance due to Licensee's failure to comply with the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq*.

7. **Permits**: The Licensee shall secure all necessary permits required for Maintenance, including Village permits, and shall pay the customary and standard permit fees, and shall post the security required by Section 8-11-10 (Security) of the ROW Construction Ordinance, prior to commencing any Maintenance.

8. **Operation and Maintenance of Cable System**: The Licensee shall, during the Term of this Agreement, be responsible for maintaining the Cable System in good and safe condition at all times and in compliance at all times with applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation, the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, and the costs of said Maintenance shall be paid solely by the Licensee. In the event of a loss of service in the Cable System, the Licensee shall repair any damage and restore service promptly, and in a manner in accordance with industry standards. At no time, and under no circumstances, may the Licensee take any action that would have an adverse impact of any kind on the maintenance or operation of the MAN.

9. Property Restoration and Repairs:

A. The Licensee shall comply with the cleanup and restoration requirements of Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

B. If the Licensee fails to restore or repair any disturbance or damage within the required time, the Village may undertake the restoration or repairs, at the Licensee's sole cost and expense, using the Village's own staff or forces or third-party contractors. The Licensee shall reimburse the Village for all costs and

expenses incurred by the Village related to the restoration or repairs, including reasonable administrative costs, within thirty (30) calendar days after receipt of an invoice of those costs and expenses from the Village. The invoice shall include reasonable detail of the costs and expenses and must include receipts or other document when available. If the Licensee fails to pay the Village within thirty (30) calendar days after receipt of the invoice, the Village may issue a notice to the Licensee that the Village will terminate this Agreement if payment is not received within fifteen (15) calendar days after the date of that notice. If the Licensee fails to pay the Village within that fifteen (15) calendar day period, then the Village may immediately terminate this Agreement.

10. **No Liability for Damage to Cable System MAN, or MAN Improvements**: Unless directly and proximately caused by a negligent, willful, intentional, or malicious act of the Village, the Village shall not be liable for, and the Licensee expressly waives all claims it may have against the Village for, any damage to or loss of the Cable System, the MAN, or the MAN Improvements.

11. **Mechanic's Lien**: The Licensee shall not suffer or permit any mechanic's lien or other such lien to attach to any portion of the Approved ROW Locations and/or the MAN, and the Licensee shall be solely responsible for payment of any mechanic's lien or other lien. The Licensee shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including the Village's attorney's fees and expenses incurred with removing, settling or contesting such lien or claim.

12. **Transfer or Assignment of Agreement**: This Agreement is binding on, and inures to the benefit of the Village, the Licensee, and their successors and assigns. Except as stated in this Section 12, the Licensee has no right or authority to transfer or assign this Agreement or any interest in any part of this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the MAN and/or the MAN Improvements. The Licensee may assign this Agreement without the Village's consent to the Licensee's affiliate or to the Licensee's successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the MAN and/or the MAN Improvements.

13. **Indemnification**: As a material inducement for the Village to enter into this Agreement, the Licensee agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees (the "Village Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Licensee's Maintenance of the Cable System

and/or MAN Improvements, or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village or the Village Affiliates.

The scope of the Licensee's indemnification shall include, but is not limited to:

(1) Any negligent, tortious or wrongful act or omission of the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and

(2) Loss or damage of any kind resulting from the Licensee's failure to comply with any provision of this Agreement, or of any federal, state, county or Village law, regulation, or ordinance applicable to the Licensee.

As a condition of the Village entering into this Agreement, the Licensee agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Licensee, in, on or about that portion of the Cable System used by the Licensee pursuant to this Agreement.

In the event of any such injury including death or loss or damage or claim or claims therefore, the Licensee shall give immediate written notice thereof to the Village, the Village shall have the right to select its own counsel to be paid for by Licensee, and the Village shall have the right to direct its own defense.

14. Insurance: Licensee shall procure and maintain, for the duration of the Agreement, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village and the Village Affiliates as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and

2. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and

3. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto;" and

4. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance**: The Licensee shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a contract specific aggregate of $1,000,000; and

2. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of $1,000,000 per accident; and

4. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis; and

5. Excess Liability/Umbrella Coverage: $2,000,000 per occurrence and in the aggregate.

C. **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village and the Village Affiliates; or the Licensee shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. **Other Insurance Provisions**: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage:

a. The Village and the Village Affiliates are to be covered as additional insured as respects: liability arising out of the Village's work, including activities performed by or on behalf of the Village; products and completed operations of the Village; premises owned, leased or used by the Village; or automobiles owned, leased, hired or borrowed by the Village. The coverage shall contain no special limitations on the scope of protection afforded to the Village and the Village Affiliates.

b. The Village's insurance coverage shall be primary as respects the Village and the Village Affiliates. Any insurance or self-insurance maintained by the Village and the Village Affiliates shall be excess of Village's and the Village Affiliates' insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village and the Village Affiliates.

d. The Village's insurance shall contain a Severability of Interests/Cross Liability" clause or language stating that Village'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.

e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Village shall be required to name the Village and the Village Affiliates. A copy of the actual additional insured endorsement shall be provided to the Village.

2. **Workers' Compensation and Employers Liability Coverage**: The insurer shall agree to waive all rights of subrogation against the Village and the Village Affiliates for losses arising from work performed by Licensee for the Village.

3. **All Coverage**: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Village.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. **Verification of Coverage**: The Licensee shall furnish the Village with certificates of insurance naming the Village and the Village Affiliates as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Licensee's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. **Subcontractors**: The Licensee 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**: The Licensee assumes liability for all injury to or death of any person or persons including employees of the Licensee, 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.

15. **Reimbursement of Village Expenses**: The Licensee shall reimburse the Village for its costs for reviewing and negotiating this Agreement in an amount not to exceed Three Thousand and No/100 Dollars ($3,000.00). The Village shall provide the Licensee an invoice stating those costs within thirty (30) calendar days after the Effective Date. The Licensee shall pay the Village within ten (10) business days after receipt of the invoice.

16. Compliance With Laws: The Licensee certifies as follows:

A. That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

B. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

C. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).

D. In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, state, county and Village laws, ordinances, and regulations, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Licensee hereunder. Any complaint of such discrimination received by the Licensee shall be immediately forwarded to the Village.

E. That it shall comply with all applicable federal, state, county, and Village laws, ordinances, and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the

employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Licensee agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Licensee further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Licensee in all its contracts and agreements with contractors and subcontractors for this program.

F. The Licensee agrees to pay not less than the prevailing rate of wages as determined by the Illinois Department of Labor (IDOL) and as set forth in the schedule of prevailing wages maintained by the IDOL under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as applicable to all laborers, workers, and mechanics performing work under this Agreement on the MAN Improvements. The Licensee, its contractors, and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act throughout the duration of the Agreement. Should the IDOL revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Agreement. It is the Licensee's sole responsibility and duty to insure that any revision in the prevailing wage rates during the course of the project will be reflected in payment from the Licensee and each contractor and subcontractor to each worker where the change is applicable.

G. The Licensee also agrees to require any contractor doing construction work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.

H. Section 7(2) of the Illinois Freedom of Information Act (the "FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a Party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Licensee acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Licensee's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Licensee agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Licensee acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act.

17. Termination of Agreement:

A. **Termination by Licensee**: Subject to the conditions stated in this Subsection 17(A), the Licensee may terminate this Agreement at any time and for any reason upon thirty (30) calendar days advance written notice to the Village of its intention to terminate. The following conditions apply to any termination of this Agreement by the Licensee:

1. All of Licensee's obligations related to the Cable System and MAN Improvements shall survive termination of this Agreement such that the Licensee may take no action related to the Cable System or the MAN Improvements that would have an adverse impact of any kind on the maintenance or operation of the MAN Improvements, and Licensee's obligations related to the Cable System Man Improvements shall only terminate at such time as the maintenance and operation of the Cable System and MAN Improvements will not be adversely impacted; and

2. All unfulfilled or unfinished obligations of the Licensee under this Agreement, whether Maintenance obligations, payment obligations, restoration or repair obligations, or any other obligation, survive termination of this Agreement, and the Licensee shall continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

B. **Termination by Village**: Subject to the conditions stated in this Subsection 17(B), the Village may terminate this Agreement for any of the following causes:

1. A material violation of any term of this Agreement and the Licensee's failure to completely cure that violation within fifteen (15) calendar days after receipt of written notice by Village that identifies the violation.

2. The material failure of Licensee to comply with all applicable federal, state, county, or Village laws, ordinances, rules, or regulations.

3. The Licensee made a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement or in a permit application for the Cable System and/or MAN Improvements.

4. Construction of the Cable System and/or MAN Improvements contrary to the plans and specifications approved by the Village.

5. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

6. The Licensee transfers the License without the Village's approval required under this Agreement.

7. The Licensee ceases its business operations or ceases operation of the Cable System and/or the MAN Improvements, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within thirty (30) calendar days after they were ceased.

8. Any portion of the Cable System and/or MAN Improvements presents a direct or imminent threat to the public health, safety, or welfare, whether due to its location, condition, or other circumstance, and the Licensee fails to mitigate that threat promptly.

9. Failure to provide the required traffic control, or failure to follow safety requirements while performing work, and to respond to requests from the Village to correct such deficiencies within a reasonable time.

C. Cessation of Agreement: At the time this Agreement is no longer in effect, for any reason including, but not limited to, expiration of the Term or an Extended Term, or termination by the Village or Licensee, or pursuant to court order or decree:

1. The Village shall direct the Licensee as to what portion of the Cable System and/or MAN Improvements, if any, the Licensee must remove from the Village's public rights of way. Any portion of the Cable System and/or MAN Improvements designated by the Village for removal must be removed by the Licensee at its sole cost and expense within thirty (30) calendar days after the date of termination, and the Licensee shall promptly restore all disturbed public rights of way to the standards in Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

2. The Licensee, at no cost or expense to the Village, shall quitclaim and transfer to the Village by a bill of sale all rights, title, warranties, and interest to all portions of the Cable System and/or MAN Improvements that remains with the Licensee, within fifteen (15) calendar days of a written demand of the Village.

18. Complete Agreement; Amendments: This Agreement represents the entire agreement between the Village and the Licensee regarding the subject matter hereof. This Agreement may be amended only in writing with the signatures of the properly authorized representatives of the Parties.

19. Incorporation of Exhibits: Exhibit A through Exhibit D are incorporated as substantive provisions of this Agreement.

20. **Governing Law; Venue**: This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the Parties shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

21. **Taxes**: Nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee shall be responsible for the payment of any taxes assessed relative to its use of the Village's public rights of way or the Licensee's operation of the Cable System and/or the MAN Improvements.

22. **No Waiver**: The waiver by a Party of a particular breach of this Agreement or the failure of a Party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver any other breach or a bar from enforcing any other term.

23. **Notice**: All notices, demands, elections, and other instruments required or permitted to be given or made by any Party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other Party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

(a) Notices to Western Springs shall be sent to:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Phone: (708) 246-1800
Fax: (708) 246-0284

With a copy to:

Michael T. Jurusik
Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

(b) Notices to Licensee shall be sent to:

WideOpenWest Illinois, LLC
Attn: Business Manager
1674 Frontenac Rd
Naperville, IL 60563

24. **Good Faith Cooperation**: The Parties agree that: (i) in the event a decision by a regulatory authority at the federal, state, county, or Village level necessitates modifications in this Agreement; or (ii) the Village's determines in good faith that the Licensee's use of the MAN Improvements materially interferes with the Cable System, the Parties will negotiate in good faith to modify the Agreement to permit each Party, to the extent practicable, to enjoy the intended benefits of this Agreement. The Parties otherwise mutually agree to cooperate with each other in good faith to permit the Parties to perform their duties and obligations under the Agreement.

25. **Force Majeure**: The Village and the Licensee shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond the Party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, acts of suppliers or vendors, strikes, fuel, energy, labor or materials.

26. **Survival**: The obligations and rights in Sections 10, 13, 14, 17(C), and 22 of this Agreement, shall survive the life of this Agreement, and shall remain in full force and effect, even if this Agreement is no longer in effect.

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 Licensee have signed this Agreement on the 9th day of November, 2015.

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

BY: _____
Village President

Date: November 9, 2015

ATTEST: _____
Village Clerk

Date: November 9, 2015

WIDEOPENWEST ILLINOIS, LLC
a Delaware limited liability company

BY: _____
Manager Craig Augustyn VP Operations

Date: 12/9/15, 2015

ATTEST: _____
Secretary

Date: _____, 2015

EXHIBIT A

VILLAGE OF WESTERN SPRINGS'
METROPOLITAN AREA NETWORK MAP

FIRST ADDENDUM TO THE RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDEOPENWEST ILLINOIS, LLC

This **FIRST ADDENDUM TO THE RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDEOPENWEST ILLINOIS, LLC** (the "First Addendum") is entered into on July 25, 2016 (the "Effective Date") by and between the Village of Western Springs, an Illinois municipal corporation (the "Village") and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"). The Village and the Licensee shall be referred to as the "Parties," and individually as a "Party."

WHEREAS, on November 9, 2015, the Village President and Board of Trustees (the "Corporate Authorities") passed Resolution No. 15-2334, approving the "RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDEOPENWEST ILLINOIS, LLC" (the "Agreement") by and between the Parties, which Agreement has an Effective Date of November 9, 2015; and

WHEREAS, the Agreement grants the Licensee permission to construct and operate a privately owned "Cable System," as defined in the Agreement, within certain Village rights-of-way, known as the "Approved ROW Locations," as defined in the Agreement; and

WHEREAS, the Licensee desires to further extend its privately owned Cable System both underground and on existing utility poles within the Approved ROW Locations to extend the scope of its private business activities within the Village; and

WHEREAS, the Licensee is not delivering, and does not intend to deliver, cable television service to residents of the Village; and

WHEREAS, the Village desires to authorize the Licensee to further extend its Cable Systems on the terms set forth in this First Addendum; and

WHEREAS, Section 3(C)(2) of the Agreement provides that "[i]f the Licensee desires to extend the footprint of the Cable System or increase the number of strands in the Cable System, the Parties shall amend this Agreement to include such additional terms and consideration as are necessary to obtain the Village's consent to allow the Licensee to so extend or modify the Cable System," and Section 18 of the Agreement provides, in part, that the "Agreement may be amended only in writing with the signatures of the properly authorized representatives of the Parties;" and

WHEREAS, the Village and the Licensee are authorized to enter into this First Addendum pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between 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 Addendum as material terms of this First Addendum.

2. **Incorporation**: The Agreement is incorporated herein by reference and made a part hereof. In all respects, except as specifically amended by this First Addendum, or unless the action or obligation or term has been completed or satisfied, the terms, conditions and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and this First Addendum, this First Addendum shall control.

3. **Amendments to the Agreement**: Section 4 of the Agreement, entitled "Location, Description and Installation of Cable System," is amended to read in its entirety as follows:

> 4. **Location, Description and Installation of Cable System**:
>
> A. The Cable System shall be composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Cable System are described in Group Exhibit C. The Cable System, once installed, shall be owned by Licensee, subject to the terms of this Agreement, as amended. The Licensee represents and warrants that it does not hold any franchise issued by the Village for the provision of "telecommunications service" to persons or areas in the Village, as defined in Section 8-8-2 (Definitions) of the Code, and Licensee shall not provide such telecommunication service until and unless Licensee obtains a franchise issued by the Village, as required by Section 8-8-3 (General Requirements) of the Code, and in accordance with the process in Section 3(C)(1) of this Agreement, as amended. On or before December 31, 2015, the Licensee shall install the fiber optic cable segments that comprise the Cable System.
>
> B. After the Effective Date, the Licensee may request that the Village approve additional dedicated fiber optic cable runs and related components as additions to the Cable System (a "Cable System Addition"). A request for a Cable System Addition shall be made by Licensee, and shall be considered and acted upon by the Village as follows:

1. The Licensee shall submit a permit application on standard Village forms requesting a Village-issued permit to install the Cable System Addition (the "Permit Request"). The Permit Request shall include a certification by Licensee that the Cable System Addition proposed in the Permit Request, if approved by the Village, will be subject to this Agreement, as amended.

2. The Village shall conduct a preliminary review of the Permit Request and determine if it is complete in accordance with the Village of Western Springs Municipal Code and this Agreement, as amended. If the Permit Request is not complete, the Village shall notify Licensee and advise Licensee of the deficiencies in the Permit Request, and Licensee may thereafter submit a revised Permit Request relative to the Cable System Addition.

3. After Licensee makes a complete Permit Request, the Village shall review the Permit Request in the ordinary course of its business for a permit submitted to the Community Development Department, and the Village shall refer, if necessary, the Permit Request to its consultants and / or the Village Engineer for review, comment, and modifications (the "Review Process").

4. At the conclusion of the Review Process, the Village shall send Licensee an invoice for all of the Village's costs and review fees incurred during the Review Process, which shall include, but not be limited to, Village staffs' time and expenses, the Village Attorney's time and expenses, Village consultants' time and expenses, and the Village Engineer's time and expenses (the "Invoice"). Licensee shall pay the Invoice within thirty (30) days of the date of the Invoice.

5. The Licensee shall consent in writing to reasonable conditions placed by the Village on approval of the Permit Request, such as, but not limited to, the installation of fiber optic cable runs and related components for extensions of the MAN (a "MAN Extension"), at Licensee's sole cost and expense, if the Cable System Addition proposed in the Permit Request is within reasonable proximity to the MAN Extension, as determined by the Village in its sole discretion.

6. The following are conditions precedent to the Village's approval of a Permit Request:

a. The Permit Request meets the requirements of the Village of Western Springs Municipal Code, as determined by the Village in its sole discretion; and

b. The Permit Request meets the requirements of this Agreement, as amended, as determined by the Village in its sole discretion; and

c. The Licensee has paid the Invoice; and

d. The Licensee agrees with any conditions placed by the Village on approval of the Permit Request; and

e. The Village Manager has approved the Permit Request, as determined by the Village Manager in his sole discretion.

If the conditions precedent of approval by the Village in this Section 4(B)(6), the Village shall issue a permit for the Cable System Addition, and Group Exhibit C shall be amended by the addition of both a map depicting the Cable System Addition, in Exhibit C-1, and a description of the Cable System Addition, in Exhibit C-2. If a MAN Extension is installed, Table 1 in Section 5(A) shall be updated to add the MAN Extension, Group Exhibit D shall be amended by the addition of both a map depicting the MAN Extension, in Exhibit D-1, and a description of the MAN Extension, in Exhibit D-2. Once installed, a MAN Extension shall be a Village-owned MAN Improvement under this Agreement, as amended.

4. General Terms:

A. Validity: The Parties warrant and represent that the execution, delivery of, and performance under this First Addendum is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

B. Binding: This First Addendum 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. Entire Agreement; Amendment: This First Addendum amends the 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 Addendum. 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 Addendum, which are not fully expressed herein. This First Addendum may only be amended in writing with the mutual consent of the Parties or their successors in interest.

D. Effective Date: This First Addendum shall be deemed dated and become effective on the date that the last Party signs this First Addendum.

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 Licensee have signed this First Addendum on the ~~25th~~ day of July, 2016.

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

BY: _____
Village President

Date: July 25, 2016

ATTEST: Elaine Hauske
Deputy Village Clerk

Date: 7/25/2016, 2016

WIDEOPENWEST ILLINOIS, LLC
a Delaware limited liability company

BY: _____
~~Manager~~ VP, Backhaul Operations

Date: Aug 1, 2016

ATTEST: _____
~~Secretary~~ Manager, Govmt Affairs

Date: Aug 1, 2016

RIGHT OF WAY USE
LICENSE AND FIBER OPTIC CABLE AGREEMENT
BETWEEN THE VILLAGE OFWESTERN SPRINGS
AND WIDEOPENWEST ILLINOIS, LLC

This **RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDEOPENWEST ILLINOIS, LLC** (the "Agreement") is entered into on ____ day of _____, 2025 (the "Effective Date") by and between the Village of Western Springs, Illinois municipal corporation (the "Village") and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"). The Village and the Licensee shall be referred to as the "Parties," and individually as a "Party."

WHEREAS, the Village maintains standards for construction within its public rights of way in Title 8 (Public Ways and Property), Chapter 11 (Standards for Construction of Utility Facilities In Public Rights Of Way), of the Village of Western Springs Municipal Code (the "ROW Construction Ordinance"), as amended from time to time; and

WHEREAS, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

WHEREAS, the Licensee desires a license to operate, maintain, and replace a privately owned and operated fiber optic telecommunications cables (the "Cable System") both underground and on existing utility poles within the Approved ROW Locations, as depicted and described in **Group Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Licensee desires to utilize the Cable System to extend the scope of its private business activities; and

WHEREAS, the Licensee is not delivering, and does not intend to deliver cable television or internet service to residents of the Village; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the Village agrees to allow the Licensee, at its sole cost, to operate, maintain, and replace fiber optic cables for its Cable System within certain of the Approved ROW Locations, including underneath the Burlington North Santa Fe Railroad ("BNSF") right of way ("BNSF ROW") using the Village-owned conduit adjacent to the Clausen Avenue pedestrian underpass; and

WHEREAS, the Village has determined that it is useful to the Village and its residents to grant a public right of way use license to the Licensee for the Cable System as provided in this Agreement,; and

WHEREAS, the Licensee is authorized to enter into this Agreement and to perform the obligations and commitments set forth in this Agreement; and

WHEREAS, the Village and Licensee are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the Parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follows:

1. **Recitals:** The Recitals are incorporated into this Agreement as material terms of this Agreement.

2. **Grant of Right of Way Use License:** For and in consideration of the terms of this Agreement, and in compliance with all federal, state, county, and Village laws, ordinances, and regulations, the Village grants to the Licensee a non-exclusive revocable license (the "License") to operate, maintain, and replace (collectively the "Maintenance") the Cable System and MAN Improvements in the Approved ROW Locations, subject to the terms of this Agreement. This Agreement and the License do not convey any right, title, or interest of any kind, including any ownership or leasehold interest, in any Village public rights of way, but is a license only for the use and occupancy of the specified Approved ROW Locations for the limited purposes stated in this Agreement.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights of way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work by Licensee must comply with the requirements for emergency maintenance in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, as amended from time to time.

DRAFT

3. **Term of Agreement; Reopener:**

A This Agreement, and the License granted herein, shall be for a ten (10) year term, commencing on the Effective Date (the "Term") of the Agreement, which shall be the date the last signatory signs the Agreement, unless otherwise extended. The Term may be extended by mutual written agreement of the Parties for one (1) or more successive terms of not more than ten (10) years each (each such period is an "Extended Term"), so long as the Licensee is in full compliance with the terms of this Agreement at the time of each extension. A Party requesting an Extended Term shall submit such a request to the other Party in writing at least thirty (30) calendar days prior to expiration of the Term or the Extended Term then in effect. The thirty (30) calendar day period may be waived by the other Party.

B. During the Term, the Licensee shall not pay the Village a License fee, in consideration of the Licensee's installation of the MAN Improvements, and in consideration of the Licensee's transfer of ownership of the MAN Improvements to the Village.

C. The Parties shall reopen, renegotiate, and amend this Agreement if any of the following occurs:

1. If the Licensee desires to provide any "telecommunications service" to persons or areas within the Village, as defined in Section 8-8-2 (Definitions) of the Village of Western Springs Municipal Code (the "Code"), the Parties shall amend this Agreement in accordance with Title 8 (Public Ways and Property) and Chapter 8 (Telecommunications), to include terms of the franchise agreement called for in Section 8-8-3(C) (Telecommunications Franchise) of the Code, including payment by the Licensee of a franchise fee to the Village.

2. If federal, state, or county laws, regulations, or requirements regarding the MAN or this Agreement impose any unforeseen cost or expense on the Village, the Parties shall amend this Agreement to allocate the costs or expenses among the Parties.

3. If the BNSF imposes any unforeseen expense(s) related to the use of the Village-owned conduit utilized by the Parties.

4. **Location, Description and Installation of Cable System:** The Cable System shall be composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Cable System are described in **Group Exhibit C.** The Cable System, once installed, shall be owned by Licensee, subject to the terms of this Agreement. The Licensee represents and warrants that it does not hold any franchise issued by the Village for the provision of "telecommunications service" to persons or areas in the Village, as defined in Section 8-8-2 (Definitions) of the Code, and Licensee shall not provide such

telecommunication service until and unless Licensee obtains a franchise issued by the Village, as required by Section 8-8-3 (General Requirements) of the Code, and in accordance with the process in Section 3(C)(1) of this Agreement. On or before November 9, 2016 the Licensee shall install the fiber optic cable segments that comprise the Cable System.

5. **MAN Improvements:**

A. The Licensee shall, at Licensee's sole cost and expense, install the fiber optic cable segments that comprise the MAN Improvements, as set forth in the following "Table 1," and as depicted and further described in **Group Exhibit D:**

Table 1

1	La Grange Fire Department	La Grange Park Police Department	6	WOW	Aerial	Orange

B. Each segment of the MAN Improvements shall:

1. Contain the number of fiber optic strands in the "Strands" column in Table **1;** and

2. Be constructed underground and on existing utility poles within the Approved ROW Locations as set forth in the "Type" column in Table 1; and

3. Upon completion of installation of the MAN Improvements, and after written acceptance by the entity set forth in the "Initial Ownership" column of Table 1 of a no fee bill of sale executed by Licensee, all components of the MAN Improvements for each segment, including without limitation the fiber optic strands, conduits, handholes, patch panels, locate posts, and locate wires (collectively the "MAN Improvement Components") shall become the property of the entity set forth in the "Initial Ownership" column of Table 1, and all rights, title, and interest in the MAN Improvements shall be and remain with entity set forth in the "Initial Ownership" column of Table 1, or their assigns, except that any segment which crosses the municipal corporate boundary from the Village to the Village of La Grange shall be owned, maintained, repaired and replaced by the municipality within that municipality's corporate boundary, such that the Village and the Village of La Grange, or their assigns, shall each be responsible for ownership, maintenance, repair and replacement of the segments, or portions thereof , within their respective municipal corporate boundaries, except that all aerial facilities shall be owned and maintained by Licensee; and

4. Be installed on or the Effective Date, except that Segment 9 shall be installed within twelve (12) months of the Effective Date.

C. Segments 6 and 9 shall be owned, maintained, repaired and replaced by the Village and the Village of La Grange within their respective municipal corporate boundaries until such time as the Village and the Village of La Grange transfer title to Segments 6 and 9 to the "Lyons Township Area Communications

Center" ("LTACC"}, and LTACC, or their assigns, shall thereafter own, maintain, repair and replace Segments 6 and 9.

D. The entities set forth in the "Initial Owners" column in Table 1 may freely assign their respective ownership interests in the MAN Improvements, and the consent of Licensee shall not be necessary in order for any such assignment to occur.

6. **Construction Within and Use of Public Rights of Way:**

A. All Maintenance within the Village's rights of way shall comply with the ROW Construction Ordinance, as amended from time to time, and other applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-16 (Construction Methods and Materials) of the ROW Construction Ordinance, as amended from time to time. The Licensee shall not interfere with property of Village or the property of other users of the public rights of way.

DRAFT

B. This Agreement does not authorize the Licensee to use any privately owned property, except that if a portion of the Approved ROW Locations consists of an easement area in favor of the Village over private property and the easement permits the Licensee's use of the easement area, the Licensee may use the easement area.

C. All Maintenance by the Licensee shall be further subject to the following regulations and requirements:

1. The Approved ROW Locations include the Clausen Avenue pedestrian under pass that crosses under the BNSF ROW. The Licensee shall hand excavate inside the BNSF ROW to expose the existing four inch (4") conduit. The four inch (4") PVC conduit shall be extended north and south into the Village's right of way and piped into a handhole to be owned by the Village and provided by the Licensee. Licensee may pass through and separate its four hundred thirty-two (432) count fiber to an adjacent handhole box to be owned and maintained by Licensee. Licensee shall install a fabric innerduct with six (6) cells and install each fiber run through an innerduct. Pull strings shall be provided in all unused innerducts within the Village's existing four inch (4") conduit. All work taking place in the BNSF ROW shall be restored to its prior condition immediately upon completion of the work or as directed by the Village. If the BNSF charges a fee to the Village or Licensee for Maintenance performed under this Agreement relative to the Licensee's use of the Clausen Avenue pedestrian underpass that crosses under the BNSF ROW, the Licensee shall be solely responsible for paying the fee.

2. Licensee shall be solely liable for any damages resulting from any Maintenance due to Licensee's failure to comply with the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq*.

7. **Permits:** The Licensee shall secure all necessary permits required for Maintenance, including Village permits, and shall pay the customary and standard permit fees, and shall post the security required by Section 8-11-10 (Security) of the ROW Construction Ordinance, prior to commencing any Maintenance.

8. **Operation and Maintenance of Cable System**: The Licensee shall, during the Term of this Agreement, be responsible for maintaining the Cable System in good and safe condition at all times and in compliance at all times with applicable federal, state, county, and Village laws, ordinances , and regulations, including without limitation, the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-20 (Maintenance and Emergency Maintenance) of

the ROW Construction Ordinance, and the costs of said Maintenance shall be paid solely by the Licensee. In the event of a loss of service in the Cable System, the Licensee shall repair any damage and restore service promptly, and in a manner in accordance with industry standards. At no time, and under no circumstances, may the Licensee take any action that would have an adverse impact of any kind on the maintenance or operation of the **MAN.**

9. **Property Restoration and Repairs:**

A. The Licensee shall comply with the cleanup and restoration requirements of Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

B. If the Licensee fails to restore or repair any disturbance or damage within the required time, the Village may undertake the restoration or repairs, at the Licensee's sole cost and expense, using the Village's own staff or forces or third-party contractors. The licensee shall reimburse the Village for all costs and expenses incurred by the Village related to the restoration or repairs, including reasonable administrative costs, within thirty (30) calendar days after receipt of an invoice of those costs and expenses from the Village. The invoice shall include reasonable detail of the costs and expenses and must include receipts or other document when available. If the Licensee fails to pay the Village within thirty (30) calendar days after receipt of the invoice, the Village may issue a notice to the Licensee that the Village will terminate this Agreement if payment is not received within fifteen (15) calendar days after the date of that notice. If the Licensee fails to pay the Village within that fifteen (15) calendar day period, then the Village may immediately terminate this Agreement.

10. **No Liability for Damage to Cable System MAN, or MAN Improvements:** Unless directly and proximately caused by a negligent, willful, intentional, or malicious act of the Village, the Village shall not be liable for, and the Licensee expressly waives all claims it may have against the Village for, any damage to or loss of the Cable System, the **MAN,** or the MAN Improvements.

11. **Mechanic's Lien:** The Licensee shall not suffer or permit any mechanic's lien or other such lien to attach to any portion of the Approved ROW Locations and/or the MAN, and the Licensee shall be solely responsible for payment of any mechanic's lien or other lien. The Licensee shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including the Village's attorney's fees and expenses incurred with removing, settling or contesting such lien or claim.

12. **Transfer or Assignment of Agreement:** This Agreement is binding on, and inures to the benefit of the Village, the Licensee, and their successors and assigns. Except as stated in this Section 12, the Licensee has no right or authority to transfer or assign this Agreement or any interest in any part of this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the MAN and/or the MAN Improvements. The Licensee may assign this Agreement without the Village's consent to the Licensee's affiliate or to the

Licensee's successor in connection with a merger, reorganization, or sale of all or substantially all the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the MAN and/or the MAN Improvements.

13. **Indemnification:** As a material inducement for the Village to enter into this Agreement, the Licensee agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees (the "Village Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fe1es and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Licensee's Maintenance of the Cable System

DRAFT

and/or MAN Improvements, or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village or the Village Affiliates.

The scope of the Licensee's indemnification shall include, but is not limited to:

(1) Any negligent, tortious or wrongful act or omission of the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and

(2) Loss or damage of any kind resulting from the Licensee's failure to comply with any provision of this Agreement, or of any federal, state, county or Village law, regulation, or ordinance applicable to the Licensee.

As a condition of the Village entering into this Agreement, the Licensee agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Licensee, in, on or about that portion of the Cable System used by the Licensee pursuant to this Agreement.

In the event of any such injury including death or loss or damage or claim or claims therefore, the Licensee shall give immediate written notice thereof to the Village, the Village shall have the right to select its own counsel to be paid for by Licensee, and the Village shall have the right to direct its own defense.

14. **Insurance:** Licensee shall procure and maintain, for the duration of the Agreement, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village and the Village Affiliates as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 201O; and

2. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and

3. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto;" and

4. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance;** The Licensee shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a contract specific aggregate of $1,000,000; and

2. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of $1,000,000 per accident; and

4. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis; and

5. Excess Liability/Umbrella Coverage: $2,000,000 per occurrence and in the aggregate.

C. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village and the Village Affiliates; or the Licensee shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage:**

a. The Village and the Village Affiliates are to be covered as additional insured as respects: liability arising out of the Village's work, including activities performed by or on behalf of the Village; products and completed operations of the Village; premises owned, leased or used by the Village; or automobiles owned, leased, hired or borrowed by the Village. The coverage shall contain no special limitations on the scope of protection afforded to the Village and the Village Affiliates.

DRAFT

b. The Village's insurance coverage shall be primary as respects the Village and the Village Affiliates. Any insurance or self-insurance maintained by the Village and the Village Affiliates shall be excess of Village's and the Village Affiliates' insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village and the Village Affiliates.

d. The Village's insurance shall contain a Severability of Interests/Cross Liability" clause or language stating that Village'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.

e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Village shall be required to name the Village and the Village Affiliates. A copy of the actual additional insured endorsement shall be provided to the Village.

2. **Workers' Compensation and Employers Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the Village and the Village Affiliates for losses arising from work performed by Licensee for the Village.

3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Village.

E. **Acceptability of Insurers:** Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. **Verification of Coverage:** The Licensee shall furnish the Village with certificates of insurance naming the Village and the Village Affiliates as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Licensee's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. **Subcontractors:** The Licensee 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:** The Licensee assumes liability for all injury to or death of any person or persons including employees of the Licensee, 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.

15. **Reimbursement of Village Expenses:** The Licensee shall reimburse the Village for its costs for reviewing and negotiating this Agreement in an amount not to exceed Three Thousand and No/100 Dollars ($3,000.00). The Village shall provide the Licensee an invoice stating those costs within thirty (30) calendar days after the Effective Date. The Licensee shall pay the Village within ten (10) business days after receipt of the invoice.

16. **Compliance With Laws:** The Licensee certifies as follows:

A. That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

B. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

C. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.).*

D. In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, state, county and Village laws, ordinances, and regulations, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.)* and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et* seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Licensee hereunder. Any complaint of such discrimination received by the Licensee shall be immediately forwarded to the Village.

E. That it shall comply with all applicable federal, state, county, and Village laws, ordinances, and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the

employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Licensee agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Licensee further agrees to make all required withholdings and deposits, therefore. Such requirements shall be included by the Licensee in all its contracts and agreements with contractors and subcontractors for this program.

F. .

G. Section 7(2) of the Illinois Freedom of Information Act (the "FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a Party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Licensee acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Licensee's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Licensee agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Licensee acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act.

DRAFT

17. Termination of Agreement:

A. **Termination by Licensee:** Subject to the conditions stated in this Subsection 17(A) , the Licensee may terminate this Agreement at any time and for any reason upon thirty (30) calendar days advance written notice to the Village of its intention to terminate. The following conditions apply to any termination of this Agreement by the Licensee:

1. All of Licensee's obligations related to the Cable System and MAN Improvements shall survive termination of this Agreement such that the Licensee may take no action related to the Cable System or the MAN Improvements that would have an adverse impact of any kind on the maintenance or operation of the MAN Improvements, and Licensee's obligations related to the Cable System Man Improvements shall only terminate at such time as the maintenance and operation of the Cable System and MAN Improvements will not be adversely impacted; and

2. All unfulfilled or unfinished obligations of the Licensee under this Agreement, whether Maintenance obligations, payment obligations, restoration or repair obligations, or any other obligation, survive termination of this Agreement, and the Licensee shall continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

B. **Termination by Village:** Subject to the conditions stated in this Subsection 17(8), the Village may terminate this Agreement for any of the following causes:

1. A material violation of any term of this Agreement and the Licensee's failure to completely cure that violation within fifteen (15) calendar days after receipt of written notice by Village that identifies the violation.

2. The material failure of Licensee to comply with all applicable federal, state, county, or Village laws, ordinances, rules, or regulations.

3. The Licensee made a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement or in a permit application for the Cable System and/or MAN Improvements.

4. Construction of the Cable System and/or MAN Improvements contrary to the plans and specifications approved by the Village.

5. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

DRAFT

6. The Licensee transfers the License without the Village's approval required under this Agreement.

7. The Licensee ceases its business operations or ceases operation of the Cable System and/or the MAN Improvements, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within thirty (30) calendar days after they were ceased.

8. Any portion of the Cable System and/or MAN Improvements presents a direct or imminent threat to the public health, safety, or welfare, whether due to its location, condition, or other circumstance, and the Licensee fails to mitigate that threat promptly.

9. Failure to provide the required traffic control, or failure to follow safety requirements while performing work, and to respond to requests from the Village to correct such deficiencies within a reasonable time.

C. **Cessation of Agreement:** At the time this Agreement is no longer in effect, for any reason including, but not limited to, expiration of the Term or an Extended Term, or termination by the Village or Licensee, or pursuant to court order or decree:

1. The Village shall direct the Licensee as to what portion of the Cable System , if any, the Licensee must remove from the Village's public rights of way. Any portion of the Cable System designated by the Village for removal must be removed by the Licensee at its sole cost and expense within thirty (30) calendar days after the date of termination, and the Licensee shall promptly restore all disturbed public rights of way to the standards in Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

2. The Licensee, at no cost or expense to the Village, shall quitclaim and transfer to the Village by a bill of sale all rights, title, warranties, and interest to all portions of the Cable System and/or MAN Improvements that remains with the Licensee, within fifteen (15) calendar days of a written demand of the Village.

18. **Complete Agreement; Amendments:** This Agreement represents the entire agreement between the Village and the Licensee regarding the subject matter hereof. This Agreement may be amended only in writing with the signatures of the properly authorized representatives of the Parties.

19. **Incorporation of Exhibits:** **Exhibit A** through **Exhibit D** are incorporated as substantive provisions of this Agreement.

20. **Governing Law; Venue;** This Agreement will be governed, interpreted, and construed in accordance with the laws, and conflicts of law rules, of the State of Illinois. The venue for any dispute between the Parties shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

21. **Taxes:** Nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee shall be responsible for the payment of any taxes assessed relative to its use of the Village's public rights of way or the Licensee's operation of the Cable System and/or the MAN Improvements.

22. **No Waiver:** The waiver by a Party of a particular breach of this Agreement or the failure of a Party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver any other breach or a bar from enforcing any other term.

23. **Notice:** All notices, demands, elections, and other instruments required or permitted to be given or made by any Party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other Party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

(a) Notices to Western Springs shall be sent to:

Attn:
Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Phone: (708) 246-1800
Fax: (708) 246-0284

With a copy to:

Anne Skrodzki Klein, Thorpe & Jenkins, Ltd. 20 North Wacker Drive Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

(b) Notices to Licensee shall be sent to:

WideOpenWest Illinois, LLC
Attn: Business Manager
1674 Frontenac Rd
Naperville, IL 60563

DRAFT

24. **Good Faith Cooperation:** The Parties agree that: (i) in the event a decision by a regulatory authority at the federal, state, county, or Village level necessitates modifications in this Agreement; or (ii) the Village's determines in good faith that the Licensee's use of the MAN Improvements materially interferes with the Cable System, the Parties will negotiate in good faith to modify the Agreement to permit each Party, to the extent practicable, to enjoy the intended benefits of this Agreement. The Parties otherwise mutually agree to cooperate with each other in good faith to permit the Parties to perform their duties and obligations under the Agreement.

25. **Force Majeure:** The Village and the Licensee shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond the Party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, acts of suppliers or vendors, strikes, fuel, energy, labor or materials.

26. **Survival:** The obligations and rights in Sections 10, 13, 14, 17(C), and 22 of this Agreement, shall survive the life of this Agreement, and shall remain in full force and effect, even if this Agreement is no longer in effect.

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 Licensee have signed this Agreement on the _____day of _____ 2025.

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

BY: _____

Date:_____

ATTEST:_____
Village Clerk

WIDEOPENWEST ILLINOIS, LLC,
a Delaware limited liability company

BY:_____

Date:_____

ATTEST:_____
Secretary

DRAFT

DRAFT

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 1, 2025

AGENDA ITEM 12.A

To: Board of Trustees
From: Heather Valone, AICP, Director of Community Development, Kelsey Fawell, Senior Planner
CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney, Jeff Koza, Village Engineer,
RE: PC-2025-03 – Amendment to Conditional Use Permit for New Multi-Use Softball Field and Signage at Spring Rock Park – 4400 Central Avenue

Recommendation

The Plan Commission reviewed this application on October 6, 2025, and recommended approval of the conditional use permit (CUP) amendment with conditions. The Planning and Zoning Committee reviewed the item on October 28, 2025, and recommended approval of the application with the conditions as recommended by the Plan Commission. On November 10, 2025, the Village Board discussed the application and draft ordinance, and voted to advance the draft ordinance for additional discussion and consideration at the December 1, 2025 Village Board meeting.

Summary

Western Springs Little League (WSLL) (the "Applicant") has submitted an application requesting an amendment to Spring Rock Park's existing CUP to construct a new multi-use softball field with dugouts and fencing, and install additional sponsorship signage within the public park located at 4400 Central Avenue. Additionally, the request includes a modification from fence height as well as modifications from various signage requirements to facilitate a uniform sign plan. No changes are proposed to any existing buildings or facilities, nor are there any proposed additional signage structures. Western Springs Park District (WSPD) (the "Property Owner") has authorized permission to WSLL to file the application. The property is zoned R-2 Single-Family Residence District. Public parks and playgrounds are permitted as a conditional use per Section 10-6-3-B of the Development Control Ordinance (DCO).

Table 1 below provides sections from the Village's sign code relative to the request. As mentioned above, the Subject Property is zoned R-2 Single-Family Residential, as such the residential sign requirements are listed. For reference, the table also provides signs regulations for commercial districts.

Table 1

	Residential	Commercial	Requested Relief
Off-site advertising	Prohibited	Prohibited	Requested
Billboards or posterboards	Prohibited	Prohibited	Requested
Quantity of freestanding signs	1	1 (excluding shopping centers 10+ acres)	4
Sign area (sqft.)	30	2x linear foot of building frontage; no single sign shall exceed 100;* Free standing sign cannot exceed 40 sf in area per sign face and 80 total	772.24 **
Height (ft.)	7	7	Varying; Champions Wall overall height is 25.17
Temporary banners	Max. area of 6 sqft. per sign face; max. total 12 sqft. No more than 2 on property at one time; no more than 1 of the same type No illumination Cannot project higher than 42 in. above ground level at base of sign	Max. area of 24 sqft. No more than 2 on property at one time; no more than 1 of the same type No illumination Cannot project higher than 42 in. above ground level at base of sign	Varying; Requesting no maximum quantity or area restrictions

*Same size restrictions apply to Uniform Sign Plans for Shopping Centers and other Multi-Occupant Land Uses
** Total aggregate excludes banner signs on athletic field fencing

The Plan Commission reviewed the Application at a public hearing on October 6, 2025. Attachment 1 contains the item summary with attachments from the Plan Commission meeting. At the public hearing, representatives from WSLL presented information on the requested field and signage. The Applicant's engineer also discussed the proposed field improvement and information related to the flood mapping in the area. Fourteen members of the public spoke related to the Application. Thirteen members spoke in favor of the application primarily related to the proposed sponsorship signage and the revenue from the sale of the signs supporting WSLL's mission. One member of the public spoke against the signage portion of the Application. The member objected to the size of the signage and the amount of advertising signs within Spring Rock Park. The Plan Commission discussed the Application and

the suggested conditions from Village staff. The Plan Commission recommended approval of the Application with the following conditions:

1. Civil Engineering plans, geometry, stormwater management, and utilities be reviewed and approved by the Village Engineer prior to the release of any permit.
2. All applicable and required outside agency permits be obtained prior to Village issuance of a site development permit.
3. A LOMA must be submitted to FEMA by the Applicant in order to correct the floodplain maps or obtain a permit from FEMA prior to the release of any site development permit.
4. The proposed facility must comply with the 2018 Illinois Accessibility Code or receive a written interpretation from the Capital Development Board's Accessibility Specialist.
5. Any future, additional revisions or amendments to the Village-approved Final Plans, as required by Cook County, Illinois ("Cook County"), the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), the Village or any other governmental agency with regulatory oversight of the Development that relate to the Stormwater Conveyance System and do not negatively impact the capacity of or operation of the Stormwater Conveyance System, in the opinion of the Village Engineer or B&W, or their designees, may be administratively approved by the Village Engineer in accordance with Section 10-8-5(D)(1) (Procedure; Changes In The Planned Development; Authorized Administrative Changes) of the DCO, and such approvals shall be incorporated by reference within this Ordinance for purposes of Village enforcement without further action by the President and Board of Trustees of the Village to amend this Ordinance or the prior Village Ordinances approved relative to the Development.
6. The Applicant must provide a completed sign plan for the WSLL signage (Champion's Sign, scoreboards, sponsorship banners, etc.) with the following standards (The Plan Commission modified this condition as below – please see agenda packet from Plan Commission meeting to see original recommendation by staff):
    a. Applicant must provide detailed size information on the scoreboard signs:
        i. The Applicant must provide height and area dimensions of both existing scoreboards and sponsorship signage on scoreboards.
    b. No WSLL signage shall be illuminated.
    c. No signs shall be obscene.
    d. Chain-link fence sponsorship signage.
        i. Sponsorship signage is allowed on all athletic field fencing, with no minimum separation requirements.
        ii. Signage cannot exceed height of fence.

iii. Signage can only be displayed for the duration of the season. Signage must be removed no later than 30 days following the end of the season.

e. Scoreboards sponsorship signage:

i. Scoreboards are allowed the same sponsorship signage, both above and below the scoreboards.

ii. Sponsorship signage cannot exceed the width of the scoreboards.

iii. Sponsorship signage cannot be lower than the height of field fencing.

f. Champions Wall / Sign:

i. Front side (facing south):

1. Signage is allowed to remain as is existing, with nine sponsorship squares and sponsorship signage at the bottom of the sign.

ii. Rear side (facing north):

1. There shall be no less than four but no more than nine sponsorship squares (of equal size and area) allowed on the rear.

2. Only one square is allowed per sponsor.

3. Existing sponsorship signage constructed without a permit on the rear sign face shall be allowed to remain until the start of next season (2026).

4. Thank you message from WSLL added to top of sign – must be same size as 'CHAMPIONS' text on front side.

The Applicant revised their plans based on the Plan Commission's recommended conditions. The revised plans were submitted and reviewed by the Planning and Zoning Committee at their meeting on October 28, 2025.

Staff concurred with the Plan Commission's conditions Nos. 1-5. Staff suggested modifications to the Plan Commission's recommendation condition No. 6:

- 6e(i)2 to be modified as follows:
  Scoreboards are allowed the same sponsorship signage, ~~both~~ above ~~and below~~ the scoreboards.

- 6e(ii) would be removed as it relates to the restriction of signage below the scoreboard.

- 6f(ii)2 to be modified as follows:
  There shall be no less than <u>six</u> but no more than nine sponsorship squares (of equal size and area) allowed on the rear.

- 6f(ii)3 be removed.

The Planning and Zoning Committee recommended approval of the application with the conditions recommended by the Plan Commission and to advance the application onto the Village Board for discussion.

On November 10, 2025, the Village Board discussed the application and draft ordinance, and voted to advance the draft ordinance for additional discussion and consideration at the December 1, 2025 Village Board meeting. The ordinance with the Plan Commission's and the Planning and Zoning Committee's recommended conditions has been placed on the "Old Business" section of the agenda.

Attachments

1. Item Summary Report Dated November 10, 2025 – Board of Trustees Agenda Item Summary Report dated 11/10/2025 *[Attachments omitted but available on Village website here (LINK)]*

2. Ordinance – An Ordinance Approving an Amendment to a Conditional Use Permit ("CUP") Issued to Western Springs Little League and Western Springs Park District for the Installation, Placement, Construction, Operation and Maintenance of a Multi-Use Softball Field and Sponsorship Sign Plan for Western Springs Little League Signage within Spring Rock Park at 4400 Central Avenue

Financial Impact
None.

Recommended Motion
I move to approve the amendment the conditional use permit with conditions.

Strategic Plan Alignment
None.

File Attachments
1. Item Summary Report Dated November 10, 2025
2. Ordinance

Attachment 1.

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: November 10, 2025

AGENDA ITEM 9.A

To: Board of Trustees
From: Heather Valone, AICP, Director of Community Development, Kelsey Fawell, Senior Planner
CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney, Jeff Koza, Village Engineer,
RE: PC-2025-03 – Amendment to Conditional Use Permit for New Multi-Use Softball Field and Signage at Spring Rock Park – 4400 Central Avenue

Recommendation

The Plan Commission reviewed this application on October 6, 2025, and recommended approval of the conditional use permit amendment with conditions. The Planning and Zoning Committee reviewed the item on October 28, 2025, and recommended approval of the application with the conditions as recommended by the Plan Commission.

Summary

Western Springs Little League (WSLL) (the "Applicant") has submitted an application requesting an amendment to Spring Rock Park's existing conditional use permit (CUP) to construct a new multi-use softball field with dugouts and fencing, as well as the installation of additional sponsorship signage within the public park located at 4400 Central Avenue. Additionally, the request includes a modification from fence height as well as modifications from various signage requirements to facilitate a uniform sign plan. No changes are proposed to any existing buildings or facilities, nor are there any proposed additional signage structures. Western Springs Park District (WSPD) (the "Property Owner") has authorized permission to WSLL to file the application. The property is zoned R-2 Single-Family Residence District. Public parks and playgrounds are permitted as a conditional use per Section 10-6-3-B of the Development Control Ordinance (DCO).

Table 1 below provides sections from the Village's sign code relative to the request. As mentioned above, the Subject Property is zoned R-2 Single-Family Residential, as such the residential sign requirements are listed. For reference, the table also provides signs regulations for commercial districts.

Table 1

	Residential	Commercial	Requested Relief
Off-site advertising	Prohibited	Prohibited	Requested
Billboards or posterboards	Prohibited	Prohibited	Requested
Quantity of freestanding signs	1	1 (excluding shopping centers 10+ acres)	4
Sign area (sqft.)	30	2x linear foot of building frontage; no single sign shall exceed 100;* Free standing sign cannot exceed 40 sf in area per sign face and 80 total	772.24 **
Height (ft.)	7	7	Varying; Champions Wall overall height is 25.17
Temporary banners	Max. area of 6 sqft. per sign face; max. total 12 sqft. No more than 2 on property at one time; no more than 1 of the same type No illumination Cannot project higher than 42 in. above ground level at base of sign	Max. area of 24 sqft. No more than 2 on property at one time; no more than 1 of the same type No illumination Cannot project higher than 42 in. above ground level at base of sign	Varying; Requesting no maximum quantity or area restrictions

*Same size restrictions apply to Uniform Sign Plans for Shopping Centers and other Multi-Occupant Land Uses
** Total aggregate excludes banner signs on athletic field fencing

The Plan Commission reviewed the Application at a public hearing on October 6, 2025. Attachment 1 contains the item summary with attachments from the Plan Commission meeting. At the public hearing, representatives from WSLL presented information on the requested field and signage. The Applicant's engineer also discussed the proposed field improvement and information related to the flood mapping in the area. Fourteen members of the public spoke related to the Application. Thirteen members spoke in favor of the application primarily related to the proposed sponsorship signage and the revenue from the sale of the signs supporting WSLL's mission. One member of the public spoke against the signage portion of the Application. The member objected to the size of the signage and the amount of advertising signs within Spring Rock Park. The Plan Commission discussed the Application and

the suggested conditions from Village staff. The Plan Commission recommended approval of the Application with the following conditions:

1. Civil Engineering plans, geometry, stormwater management, and utilities be reviewed and approved by the Village Engineer prior to the release of any permit.
2. All applicable and required outside agency permits be obtained prior to Village issuance of a site development permit.
3. A LOMA must be submitted to FEMA by the Applicant in order to correct the floodplain maps or obtain a permit from FEMA prior to the release of any site development permit.
4. The proposed facility must comply with the 2018 Illinois Accessibility Code or receive a written interpretation from the Capital Development Board's Accessibility Specialist.
5. Any future, additional revisions or amendments to the Village-approved Final Plans, as required by Cook County, Illinois ("Cook County"), the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), the Village or any other governmental agency with regulatory oversight of the Development that relate to the Stormwater Conveyance System and do not negatively impact the capacity of or operation of the Stormwater Conveyance System, in the opinion of the Village Engineer or B&W, or their designees, may be administratively approved by the Village Engineer in accordance with Section 10-8-5(D)(1) (Procedure; Changes In The Planned Development; Authorized Administrative Changes) of the DCO, and such approvals shall be incorporated by reference within this Ordinance for purposes of Village enforcement without further action by the President and Board of Trustees of the Village to amend this Ordinance or the prior Village Ordinances approved relative to the Development.
6. The Applicant must provide a completed sign plan for the WSLL signage (Champion's Sign, scoreboards, sponsorship banners, etc.) with the following standards (The Plan Commission modified this condition as below – please see agenda packet from Plan Commission meeting to see original recommendation by staff):
    a. Applicant must provide detailed size information on the scoreboard signs:
        i. The Applicant must provide height and area dimensions of both existing scoreboards and sponsorship signage on scoreboards.
    b. No WSLL signage shall be illuminated.
    c. No signs shall be obscene.
    d. Chain-link fence sponsorship signage.
        i. Sponsorship signage is allowed on all athletic field fencing, with no minimum separation requirements.
        ii. Signage cannot exceed height of fence.

iii. Signage can only be displayed for the duration of the season. Signage must be removed no later than 30 days following the end of the season.

e. Scoreboards sponsorship signage:

i. Scoreboards are allowed the same sponsorship signage, both above and below the scoreboards.

ii. Sponsorship signage cannot exceed the width of the scoreboards.

iii. Sponsorship signage cannot be lower than the height of field fencing.

f. Champions Wall / Sign:

i. Front side (facing south):

1. Signage is allowed to remain as is existing, with nine sponsorship squares and sponsorship signage at the bottom of the sign.

ii. Rear side (facing north):

1. There shall be no less than four but no more than nine sponsorship squares (of equal size and area) allowed on the rear.

2. Only one square is allowed per sponsor.

3. Existing sponsorship signage constructed without a permit on the rear sign face shall be allowed to remain until the start of next season (2026).

4. Thank you message from WSLL added to top of sign – must be same size as 'CHAMPIONS' text on front side.

The Plan Commission's recommendation is included in Attachment 2.

The Applicant revised their plans based on the Plan Commission's recommended conditions (Attachment 3). The revised plans were submitted and reviewed by the Planning and Zoning Committee at their meeting on October 28, 2025.

Staff concurred with the Plan Commission's conditions Nos. 1-5. Staff is suggesting modifications to the Plan Commission's recommendation No. 6. Staff is recommending that condition No. 6e(i)2 to be modified as follows:

> Scoreboards are allowed the same sponsorship signage, ~~both~~ above ~~and below~~ the scoreboards.

Condition 6e(ii) would be removed as it relates to the restriction of signage below the scoreboard.

Staff is suggesting modifications to the Plan Commission's to recommended conditions. Staff is recommending that condition No. 6f(ii)2 to be modified as follows:

> There shall be no less than six but no more than nine sponsorship squares (of equal size and area) allowed on the rear.

This would still allow for larger signage on the rear of the sign, each with a surface area of 44 ft. (roughly 4.28 ft. by 10.37 ft.). Staff is also recommending that condition No. 6f(ii)3 be removed.

Four members of the public provided public comment in support of the application at the October 28, 2025, Planning and Zoning Committee meeting. The Planning and Zoning Committee recommended approval of the application with the conditions recommended by the Plan Commission and to advance the application onto the Village Board for discussion on Monday, November 10, 2025. Attachment 4 contains the draft ordinance based on the recommendations from the Plan Commission and the Planning and Zoning Committee.

Attachments

1. Item Summary Report – Plan Commission Item Summary Report dated 10/6/2025 *[Attachments omitted but available on Village website here]*

2. Recommendation – Plan Commission Recommendation PC-2025-03: Application for an Amendment to the Conditional Use Permit for the Construction, Operation, and Maintenance of a Multi-Use Softball Field and Sponsorship Signage at the 4400 Central Avenue Property (Spring Rock Park) *[Attachments/Exhibits omitted but available on Village website here]*

3. Revised Applicant Submittal Package

4. Draft Ordinance – An Ordinance Approving an Amendment to a Conditional Use Permit ("CUP") Issued to Western Springs Little League and Western Springs Park District for the Installation, Placement, Construction, Operation and Maintenance of a Multi-Use Softball Field and Sponsorship Sign Plan for Western Springs Little League Signage within Spring Rock Park at 4400 Central Avenue

Financial Impact

None.

Recommended Motion

I move to recommend to the Village Board the approval of the amendment to the conditional use permit with conditions.

Strategic Plan Alignment

None.

File Attachments

1. Plan Commission Item Summary Report
2. Plan Commission Recommendation
3. Revised Applicant Submittal Package
4. Draft Ordinance

ORDINANCE NO. 25-_____

VOTE:
AYES:
NAYS:
OTHER:
DATE: December 1, 2025

AN ORDINANCE APPROVING AN AMENDMENT TO A CONDITIONAL USE PERMIT ("CUP") ISSUED TO WESTERN SPRINGS LITTLE LEAGUE AND WESTERN SPRINGS PARK DISTRICT FOR THE INSTALLATION, PLACEMENT, CONSTRUCTION, OPERATION AND MAINTENANCE OF A MULTI-USE SOFTBALL FIELD AND SPONSORSHIP SIGN PLAN FOR WESTERN SPRINGS LITTLE LEAGUE SIGNAGE WITHIN SPRING ROCK PARK AT 4400 CENTRAL AVENUE

WHEREAS, on August 1, 2025, Western Springs Little League (the "Applicant" or "WSLL") by Tom Olk, its President, and Western Springs Park District (the "Owner") filed an application (the "Application") pursuant to the applicable provisions of the Western Springs Development Control Ordinance ("DCO"), including Section 10-3-14 (Conditional Uses) of the DCO, seeking the approval of an amendment to the Conditional Use Permit for the installation, placement, construction, operation of a multi-use softball with accessory structures and hardscape (dugouts, fencing, walkway) and a WSLL sign plan for freestanding signage (scoreboard and Champion's Wall) and sponsorship signage (athletic field fencing signage and scoreboard signage) within Spring Rock Park (the "Project"). Also, the Applicant requested a variation(s), including any necessary modifications or exceptions, of the bulk and site design regulations, and sign requirements as contained in the Western Springs Municipal Code, as amended, and its DCO that are necessary to permit the Project improvements in substantial conformance with the submitted Project plans (the "Requested Relief"); and

WHEREAS, the Property is legally described as follows:

FORTY-TWO (42) ACRE PARK LOCATED IN WESTERN SPRINGS, ILLINOIS, COOK COUNTY, ILLINOIS, BORDERED BY BURLINGTON AVENUE TO THE NORTH, CENTRAL AVENUE TO THE EAST, 47TH STREET TO THE SOUTH AND THE INTERSTATE 294 / ILLINOIS TOLLWAY TO THE WEST.

P.I.N.s: 18-06-321-003-0000, 18-06-413-001-0000, 18-06-413-002-0000, 18-06-413-003-0000, 18-06-414-001-0000.

; and

WHEREAS, the Application and information supporting the Requested Zoning Relief, a description of the proposed improvements to be constructed as part of the Project, development plans and materials, that are a part of the Application, copies of which are on file with the Community Development Department and are incorporated herein by reference as part of **Group Exhibit "A**"; and

WHEREAS, pursuant to notice published and posted as required by applicable State law and the applicable provisions of the Western Springs Municipal Code, on October 6, 2025, the Western Springs Plan Commission conducted a public hearing to consider the Zoning Relief requested in the Application (the "Public Hearing"). The Western Springs Plan Commission considered and accepted into the public record written and oral testimony, including documents that were marked as exhibits for identification purposes, which were submitted and/or presented by the Applicant and the Applicant's representatives,

the Interested Parties, and the Village Director of Community Development and the Village's Senior Planner during the Public Hearing. All of the written and oral testimony, exhibits and a transcript of the Public Hearing were incorporated in and made a part of a recommendation approved and issued by the Western Springs Plan Commission at the conclusion of the Public Hearing. At the October 6, 2025 Public Hearing, the Western Springs Plan Commission passed a motion approving Recommendation No. 25-03, which recommended approval of the Zoning Relief needed for the Applicant to construct the Project, including the amendment of the Conditional Use Permit, subject to certain conditions related to the Project (See, Section V (Conditions) of Report and Recommendation No. 25-03). A copy of Recommendation No. 25-03 is on file with the Village Clerk's Office and is incorporated into this Ordinance by reference as **Exhibit "B"**; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village" or "Village Board"), at public meetings held on November 10, 2025 and December 1, 2025 generally discussed the Applicant's request for zoning approval and its pending Application, and the findings, recommendations and conditions set forth in Recommendation No. 25-01 and provided an opportunity for public input on the matter at each of those meetings. At the December 1, 2025 public meeting, the Village Board considered the findings, recommendations and conditions of the Plan Commission as set forth in Recommendation No. 25-03 and, with the passage of this Ordinance, the Village Board accepted, adopted and approved the findings, recommendations and conditions set forth in Recommendation No. 25-03, subject to the approvals and conditions of this Ordinance; and

WHEREAS, in accordance with the authority granted by applicable statutory municipal zoning authority set forth in the Illinois Municipal Code (65 ILCS 5/11-13) and the applicable provisions of Title 10 (Development Control Ordinance) of the Western Springs Municipal Code, the President and Board of Trustees approve the zoning relief, as requested by the Applicant relative to the amendment of the Conditional Use Permit for the construction, operation and maintenance of the Project, subject to the conditions contained in Section 3 (Conditions of Approval) of this Ordinance.

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

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

SECTION 2. Approval of Zoning Relief. The President and Board of Trustees of the Village of Western Springs find just cause to grant the following additional zoning relief and development approvals relative to the Property, subject to the conditions set forth in Section 4 below:

A. Approval and issuance of an amendment to the Conditional Use Permit for the construction, operation and maintenance of a multi-use softball field and WSLL sign plan within Spring Rock Park, in accordance with the Application and subject to the zoning and plan review recommendations and requirements of the Village Code Officer and the Village Engineer.

SECTION 3. Conditions of Approval. The above zoning relief and development approvals in Section 2 above are SUBJECT TO THE FOLLOWING CONDITIONS:

A. Civil Engineering plans, geometry, stormwater management, and utilities be reviewed and approved by the Village Engineer prior to the release of any permit;

B. All applicable and required outside agency permits be obtained prior to Village issuance of a site development permit.

C. A LOMA must be submitted to FEMA by the Applicant in order to correct the floodplain maps or obtain a permit from FEMA prior to the release of any site development permit;

D. The proposed facility must comply with the 2018 Illinois Accessibility Code or receive a written interpretation from the Capital Development Board's Accessibility Specialist;.

E. Any future, additional revisions or amendments to the Village-approved Final Plans, as required by Cook County, Illinois ("Cook County"), the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), the Village or any other governmental agency with regulatory oversight of the Development that relate to the Stormwater Conveyance System and do not negatively impact the capacity of or operation of the Stormwater Conveyance System, in the opinion of the Village Engineer or B&W, or their designees, may be administratively approved by the Village Engineer in accordance with Section 10-8-5(D)(1) (Procedure; Changes In The Planned Development; Authorized Administrative Changes) of the DCO, and such approvals shall be incorporated by reference within this Ordinance for purposes of Village enforcement without further action by the President and Board of Trustees of the Village to amend this Ordinance or the prior Village Ordinances approved relative to the Development.

F. WSLL signage on the property must comply with the sign plan within Group Exhibit "A" which must the following standards WSLL signage:

a. Applicant must provide detailed size information on the scoreboard signs:
    i. The Applicant must provide height and area dimensions of both existing scoreboards and sponsorship signage on scoreboards.
b. No WSLL signage shall be illuminated.
c. No signs shall be obscene.
d. Chain-link fence sponsorship signage.
    i. Sponsorship signage is allowed on all athletic field fencing, with no minimum separation requirements.
    ii. Signage cannot exceed height of fence.
    iii. Signage can only be displayed for the duration of the season. Signage must be removed no later than 30 days following the end of the season.
e. Scoreboards sponsorship signage:
    i. Scoreboards are allowed the same sponsorship signage, both above and below the scoreboards.
    ii. Sponsorship signage cannot exceed the width of the scoreboards.
    iii. Sponsorship signage cannot be lower than the height of field fencing.
f. Champions Wall / Sign:
    i. Front side (facing south):
        1. Signage is allowed to remain as is existing, with nine sponsorship squares and sponsorship signage at the bottom of the sign.
    ii. Rear side (facing north):
        1. There shall be no less than four but no more than nine sponsorship squares (of equal size and area) allowed on the rear.
        2. Only one square is allowed per sponsor.

3. Existing sponsorship signage constructed without a permit on the rear sign face shall be allowed to remain until the start of next season (2026).
4. Thank you message from WSLL added to top of sign – must be same size as 'CHAMPIONS' text on front side.

SECTION 4. Severability. The sections, terms, provisions and conditions of this Ordinance shall be severable, and if any section, term, provision or condition is found to be invalid or unenforceable for any reason by a court of competent, final jurisdiction, the remaining sections, terms, provisions and conditions shall remain in full force and effect.

SECTION 5. Conflicts With Prior Ordinances; This Ordinance Is A Covenant That Runs With The Land. Any ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with the land and shall be released or amended only by mutual agreement of the Applicant and the Village or unless amended by an ordinance approved by the Village Board after the required public hearing.

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

SECTION 7. Filing of Ordinance with Cook County Clerk's Office Recording Division. A certified copy of this Ordinance shall be recorded against title to the Property with the Cook County Clerk's Office Recording Division ("CCCORD") by the Village at the Applicant's cost. The Village shall provide the Applicant with a stamped copy of this Ordinance after it is filed with the CCCORD. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with the land and shall be released or amended only upon the written consent of the Village Board.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 1st day of December**,** 2025, and approved by me as President on the same day.

_____

Heidi Rudolph, Village President

ATTEST:

_____

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on 1st day of December, 2025.

Edward Tymick, Village Clerk

Group Exhibit "A"

The Application and its supporting documents, including:

- **General Information Application prepared by Thomas Olk dated July 18, 2025 (2 pages)**
- **WSPD Consent for Application Letter prepared by Wal Knake, Executive Director of WSPD dated July 30, 2025 (1 page)**
- **Western Springs Little League Combined Conditional Use Application Letter Request for Softball Field Installation & Sponsorship Signage at Spring Rock Park prepared by Tom Olk, President of Western Springs Little League, dated July 18, 2025 (4 pages)**
- **Petition for Requested Zoning Relief and Conditional Use Permit Standards (2 pages)**
- **Legal Description and General Property Information (1 page)**
- **Field 5 Parcel Aerial Map (1 page)**
- **Location Map prepared by Gewalt Hamilton Associates, Inc. (1 page)**
- **Plat of Survey for Spring Rock Park prepared by Glen D. Krisch Surveyor, Inc. and certified by Michael L. Krisch. revised June 23, 1997 (1 -age)**
- **Condition**al **Use Permit Amendment for Multi-use Softball Field and Championship Signage, Tom Olk of Western Springs Little League, 4400 Central Avenue (Spring Rock Park) – Submittal No. 1 Letter dated August 28, 2025 (3 pages)**
- **Aerial Location Map (1 page)**
- **Spring Rock Park Building Coverage Calcs (2 pages)**
- **Village Comments Response – WSLL Softball Field prepared by Donald E. Dixon, P.E., Principal (1 page)**
- **Proposal for Professional Engineering Services Spring Rock Park Soccer Field #5 Multi-Purpose Renovation GHA Proposal No. 2025.SD013 prepared by Gewalt Hamilton Associates, Inc. dated February 24, 2025 (6 pages)**
- **Engineering Plans For: Spring Rock Park Soccer Field #5 Multi-Purpose Renovation Western Springs Park District 4400 Central Avenue Western Springs, IL 60558 prepared by Gewalt Hamilton Associates, Inc. and dated last revision October 17, 2025 (10 pages)**
- **Floodplain Limits Exhibit prepared by Gewalt Hamilton Associates, Inc., dated last revision October 15, 2025**
- **Letters Re: Watershed Management Ordinance Permit Applicability Spring Rock Park prepared by MWRD dated September 3, 2025 and April 5, 2023 (2 pages)**
- **FEMA Firm Limits Exhibit prepared by Gewalt Hamilton Associates, Inc. dated March 24, 2025**
- **FEMA Floodplain & Stormwater Letter**
- **Western Springs Little League (WSLL) Spring Rock Park Sign Plan**

(attached and incorporated into this Ordinance)

GENERAL INFORMATION APPLICATION
For Land Use and
Development in the Village

Applicant(s)

Name __Tom Olk_____ _____

Address _5333 Caroline Ave_____

_____Western Springs, IL 60558 ____

Telephone __

Telephone (_____) _____-_____

Fax (_____) _____ - _____

E-mail ___

Property Owner(s)

Name __WS Park District___

Address ___4400 Central Avenue_____

____Western Springs, IL 60668_____

Telephone (_708__) _246___-_4225_____

Telephone (_____) _____-_____

Fax (_____) _____ - _____

E-mail _wknake@wsprings.com_____

Agent/Attorney

Name _____

Address _____

_____

Telephone (_____) _____-_____

Telephone (_____) _____-_____

Fax (_____) _____ - _____

Engineer

Name_Gewalt Hamilton_____

Address ___625 Forest Edge Drvie_____

____Vernon Hills, IL 60061_____

Telephone (_847__) __478__-__9700_____

Telephone (_____) _____-_____

Fax (_____) _____ - _____

If the property is in a trust, provide name, address and number of trust. Also provide name, address and percentage ownership of trust beneficiaries.

_____

_____

I hereby make application for the following (check as appropriate).

Annexation	_____	Map Amendment	_____
Subdivision	_____	Resubdivision	_____
Planned Development	XXX.__	Conditional Use	_____
Variation(s)	XXX___	Outdoor dining	_____
Other (Temporary Use, etc.)	_____	Appeal	_____

Briefly describe your request (or attach a cover letter/narrative):
____Cover Letter Attached

_____

_____

_____

GENERAL INFORMATION APPLICATION (continued)

1. Common address or location of subject property:
_____SpringRockPark_____
__

2. Legal Description (Attach additional sheet if necessary):
_____
_____
_____

3. Permanent Index Number: _____

4. Parcel Size (sq. ft. or acres): _____

5. Applicant is (check one):
___ Property Owner __ Attorney ___ Contract Purchaser * ___ Agent _XX___ Other (specify)

* Provide one copy of the executed sales contract or written permission from the current owner to petition the Village

6. What are the current land uses and zoning on and around the site?

	Current Zoning	Land Uses
On Site	_____	_____
North of Site	_____	_____
South of Site	_____	_____
East of Site	_____	_____
West of Site	_____	_____

7. Describe any existing structures and the site
_____None_____
_____
_____
_____
_____
_____

I hereby certify that all information contained in this application and accompanying documentation is true and correct to the best of my knowledge.

Date ____7/18/2025_____ Signature _____Thomas Olk_____
(Applicant or Contract Purchaser)

Date _____ Signature _____
(Property Owner)

T0: The Village of Western Springs

Re: WSLL Spring Rock Park CUP Amendment Applications

7/30/25

Dear Kelsey,

Please be advised as owners of Spring Rock Park, the Western Springs Park District is in full agreement with the WSLL application for the CUP.

Sincerely,



Walt Knake
Executive Director
Western Springs Park District

July 18, 2025

Village of Western Springs
Chairman & Plan Commission
740 Hillgrove Avenue
Western Springs, IL 60558

Re: **Western Springs Little League Combined Conditional Use Application Letter Request for Softball Field Installation & Sponsorship Signage at Spring Rock Park**

Dear Chairman & Plan Commission,

On behalf of Western Springs Little League (WSLL), I respectfully submit this letter in support of a conditional use permit application at Spring Rock Park for the:

- Installation of a new softball practice field in the northwest corner of the park
- Continued use of sponsorship signage on both the north and south faces of the Champions Wall at Piccolo Field

WSLL is a 501(c)(3) nonprofit that has proudly served the Western Springs community for decades, offering a safe, instructional, and inclusive baseball and softball program for children ages 5 and up. Our organization is entirely volunteer run and deeply reliant on the support of local families, sponsors, and our longstanding partnership with the Western Springs Park District.

We view Little League as more than just a recreational program. It is a longstanding institution in Western Springs that brings families together, instills lifelong values in our youth, and enriches the character of our community. In 2025, our 10U, 11U, and 12U District Baseball Teams each participated in the state tournament, with the 11U team reaching the State Tournament Final Bracket after winning the District Championship. Our 12U Softball Team advanced to the State Finals tournament for the FIRST TIME EVER finishing in fourth place. A tremendous achievement. Moreover, hosting the 12U District Championship in 2024 and 11U District Championship in 2025 brought over 1,500 visitors to Spring Rock Park, highlighting both the visibility and significance of our program.

Our alumni continue to make meaningful contributions to local high school baseball and softball programs, with several earning scholarships and securing spots on Division I, II, and III college teams in recent years. In addition, a substantial number of our participants go on to achieve success in both academic and athletic endeavors across a variety of fields.

Because we believe WSLL is more than just a baseball and softball league that hosts occasional games and is, in fact, a meaningful and growing force within the community, we have invested over $100,000 in park improvements over the past year alone. These investments include:

- New batting cages and outfield wall safety padding
- Field tarps and turf maintenance
- Aesthetic enhancements
- Weed and grub control
- Concession operations that serve the broader park community

We have also paid over $20,000 in wages to local youth for umpiring and field maintenance, creating employment opportunities that keep dollars circulating within Western Springs businesses and families.

Softball Field Installation Request

Over the past several years, our softball participation has steadily increased, reflecting the strength of our league structure, the dedication of our volunteer coaches and administrators, the quality of our facilities, and the support of the Western Springs community and Park District.

Due to this growth, we are now facing a shortage of field space. WSLL shares its current fields with Men's Softball, and unlike some baseball fields and tennis courts within Spring Rock, these fields do not have lights, further limiting available scheduling time. To address this, WSLL has been actively planning and fundraising to expand field availability. In collaboration with the Park District, we have identified the northwest corner of Spring Rock Park as a suitable location for a new field. This addition would not only provide more opportunities for players but also enhance the aesthetics of the space while remaining available for other sports and community use when not in use for softball.

WSLL operates seasonally from approximately April 1 through July 31, with field use primarily in the late afternoon and evening on weekdays, and during the morning and afternoon on weekends. We have no plans to install lighting at this time.

The proposed field will include:

- An 18 ft chain link backstop behind home plate
- At grade fenced dugouts with compacted stone surfacing and prefabricated roof structures
- A 4 ft chain link fence extending 30 feet beyond each dugout
- Raised pitcher’s mound and 6 ft skinned basepaths using Waupaca Sure Hop Red Infield Mix
- Perimeter silt fencing and seeding of the graded infield area

No grading adjustments are planned for the outfield. The site is set back approximately 1/8 mile from surrounding residential homes and is buffered by park infrastructure and natural elements.

Sponsorship Signage Request

Despite our ongoing success and contributions, WSLL faces growing financial pressures from rising operating costs to declining registration numbers, driven in part by the increasing

popularity of travel baseball and other sports such as lacrosse. Additionally, neighboring communities have invested in upgraded facilities that attract tournaments and related revenue, making it increasingly difficult for us to compete for those revenue dollars.

As a result, consistent sponsorship revenue has become essential to sustaining our programming, as well as maintaining and enhancing our fields. Much of this support comes from community sponsors who help supplement the modest participation fees we charge, fees that are intentionally kept affordable to encourage broad and inclusive participation.

The signage currently installed on the south side of the Champions Wall represents a modest but important source of funding, with projected annual revenue between $8,000 and $15,000. Removing the signage would not only eliminate this future revenue stream but also result in a $3,000 sunk cost associated with installation and removal. This would further constrain resources that could otherwise be directed toward park improvements and programming.

Importantly:

- Our sponsorship policy is limited to Western Springs residents and businesses
- We maintain full artistic oversight to ensure all signage remains visually consistent and respectful of the park's character
- The signage is static, non illuminated, and permanently affixed
- It is visually buffered by the BNSF railway embankment, shielding it from residential sightlines

We also respectfully request the Village consider waiving or reducing the signage permit fee in light of our nonprofit status, longstanding partnership with the Park District, and the significant public benefit our programming provides.

Zoning Relief & Conditional Use Permit Standards

The Western Springs Park District and WSLL affirm that the proposed improvements meet all standards outlined in Section 10 3 14(G) of the Development Control Ordinance (DCO) for approval of a conditional use permit:

a. *Not detrimental to public health, safety, morals, or general welfare.*

> The improvements provide structured youth programming, available space to play, promote wellness, and support community cohesion. Signage poses no safety or comfort concerns. No lighting is included, minimizing any potential disturbance.

b. *Not injurious to nearby property use or value.*

> The softball field is consistent with the recreational use of Spring Rock Park. The signage is well screened and enhances long term field quality through funding. Both projects contribute positively to neighborhood vitality.

c. *Does not impede normal and orderly development.*

> The proposed field and signage are within an existing 42 acre park and do not displace or interrupt other zoning uses. Adjacent properties are already developed, and no modifications are being made to the rest of the park.

d. *Adequate utilities and infrastructure provided.*

Spring Rock Park is fully served by water, drainage, pedestrian paths, parking lots, and access roads. Recent improvements like the railroad underpass and pedestrian bridge enhance accessibility without the need for additional infrastructure.

e. *Ingress and egress minimize traffic congestion.*

No traffic impacts are anticipated. Events occur during off peak hours. Ample parking is available east of the proposed field, near the pickleball courts, concession stand, baseball diamonds, and Burlington Avenue commuter lot.

f. *Consistent with the Village's Comprehensive Plan.*

The projects reflect Village priorities around youth engagement, open space utilization, public private partnerships, and community wellness.

g. *Conforms to zoning regulations (or modifications to be reviewed as needed).*

The proposed use conforms to the R2 Zoning District and recreational overlay. The Park District requests waiver of certain submittals (e.g., traffic generation study, landscaping plan) as the improvements are modest, non intensive, and based on existing community usage patterns.

WSLL remains a committed steward of community programming and public park partnerships. The proposed softball field and signage represent targeted, low impact enhancements to Spring Rock Park that will benefit local families, improve infrastructure, and sustain high quality programming in Western Springs.

We appreciate your thoughtful consideration of this application. Please do not hesitate to reach out to me at 773 255 6573 or thomas.m.olk@gmail.com with any questions.

Sincerely,

Tom Olk
President
Western Springs Little League

PETITION FOR REQUESTED ZONING RELIEF

The Western Springs Park District seeks approval of a conditional use permit in regard to site modifications in order to construct a Softball Practice Field. The practice field will consist of a 18-ft chain link fence backstop behind home plate, at-grade fenced dugouts with compacted stone surface and pre-fabricated roof structures, 4-ft chain link fence extended 30 feet beyond the dugouts, raised pitchers mound, and skinned 6-ft wide baseline paths with Waupaca Sure-Hop Red Infield Mix. Minor grading of the infield will be provided with no grading adjustments to the outfield. No lighting is included within this project. Seeding of the graded area and perimeter silt fence are included.

The granting of the Conditional Use Permit will further the normal and orderly development of the neighborhood. There are adequate existing public utilities and access roads already and a recently completed railroad underpass and Pedestrian Bridge serving the Property. The proposed Conditional Use Permit will not adversely affect the property values of the surrounding properties since the Project is well designed with a setback from surrounding residential uses of approximately 1/8 of a mile.

The District requests any other exceptions or variations from the other use, bulk, and site design requirements contained in the Village Code, including the DCO, that are necessary to permit the aforementioned improvements on the Property but does not believe at this time that any such other zoning relief is necessary. The proposed improvements are of a unique use that does not require complex construction, site improvements, or architecture. Thus, the District requests a waiver of the following conditional use submittals: estimated traffic generation (since traffic will remain mostly constant and no new, regional events are planned as a result of the project), and landscape plans.

CONDITIONAL USE PERMIT STANDARDS

Pursuant to Section 10-3-14(G) (Conditional Uses) of the DCO, the following Standards need to be satisfied in order for the Village Board to approve a Conditional Use Permit for the Project:

1. **That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.** The establishment, maintenance, or operation of the proposed park improvements will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. To the contrary, the improvements will provide enhanced recreation opportunities for the entire community.

2. **That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.** The construction, operation, and maintenance of the proposed park improvements will not be injurious to the uses and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values within the neighborhood, since the proposed park improvements: (a) will be constructed and operated on land that is within to existing park facilities used by the general public but that will not be interrupted or diminished in any way; (b) is not an intense use of the Property; and (c) will have no impact on stormwater drainage in the immediate area.

3. **That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.** The establishment and operation of the proposed park improvements will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in their respective zoning districts. The other adjacent properties located in the adjacent R2 Single-Family Residence District are fully developed and are being used for residential and park purposes. The remainder of the existing park space will not be modified.

4. **That adequate public utilities, access roads, drainage, and/or necessary facilities have been or will be provided.** Adequate public utilities, access roads, drainage, and/or necessary facilities have already been provided to the Property. Adequate ingress and egress have been provided to the Property and thus no traffic congestion in the public streets will be created. Vehicular access to the park will remain the same. Typical access to the practice field will be provided by walking paths and/or the new Pedestrian Bridge, the Railroad underpass and/or the existing roadways.

5. **That measures have been or will be taken to provide ingress so designed as to minimize traffic congestion in the public streets.** The proposed use is currently provided elsewhere within the park. Measures were previously taken to design the proposed park improvements to minimize traffic congestion in the public streets. Park personnel needing access to property will utilize public parking which is proving to be more than adequate due to changes in commuting if significant maintenance or repairs are necessary.

6. **That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the Village of Western Springs.** The operation of the proposed park improvements at the Property is not contrary to the objectives of the current comprehensive plan. As noted above the proposal is in keeping with the goals and recommendations of the comprehensive plan in relation to community facilities and services and public and institutional land use.

7. **That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board.** The operation of the proposed park improvements at the Property conforms to the applicable regulations of the R-2 District, except as such regulations may be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board. In accordance with Section 10-3-14(D) of the DCO, the District has attached copies of the following supporting documents and Exhibits to this Application or as noted below, certain supporting documents and Exhibits are incorporated by reference into this Application:

- Statement in writing by the applicant and adequate evidence showing that the proposed Conditional Use will conform to the Standards set forth in Section 10-3-14(G). [This Application satisfies this requirement.]
- Legal Description of Subject Property (Cook County Parcel Viewer information for PIN **18-06-321-003-0000)**
- Site plan (Gewalt Hamilton set of plans)
- Project location map
- Existing Use and Zoning on Neighboring Properties exhibit
- Land Use & Compatibility Real Estate Impact Study- waiver requested, unnecessary requirement based on the fact the project is a park improvement which adds value and is within a 42-acre park that continues present use and the amenity.
  a. See Illinois Association of Park District - research here.
  b. See Western Springs resident Survey here, p.80.
- Other information as may be required by the Plan Commission [to be supplied upon request.]

Subject Property Address: No postal address exists for the Subject Property. The Subject Property is owned by the Western Springs Park District created in 1923 and is bounded by Central Ave. on the east, 47th St. on the south, I-294 Tollway on the west, and the BNSF railroad to the north. The District's Main Office is located at 4400 Central Avenue in Western Springs, Illinois 60558.

Legal Description: See parcels comprising Spring Rock Park below

- Parcel # - Pin 18-06-321-003 **(Subject improvements are fully located within this Parcel)**
- Parcel #2 - Pin 18-06-413-001
- Parcel #3 - Pin 18-06-413-003
- Parcel #4 - Pin 18-06-413-002
- Parcel #5 - Pin 18-06-414-001

Lot Size: Approximately 42 acres (entire park property)
Current Zoning District: R-2 Single-Family Residential District
Proposed New Zoning District: **N/A**

Cook County Parcel Viewer

Field 5 Parcel



March 14, 2025

Selected Parcel

Parcels Current

Cook County Aerial Imagery 2024

Red: Red

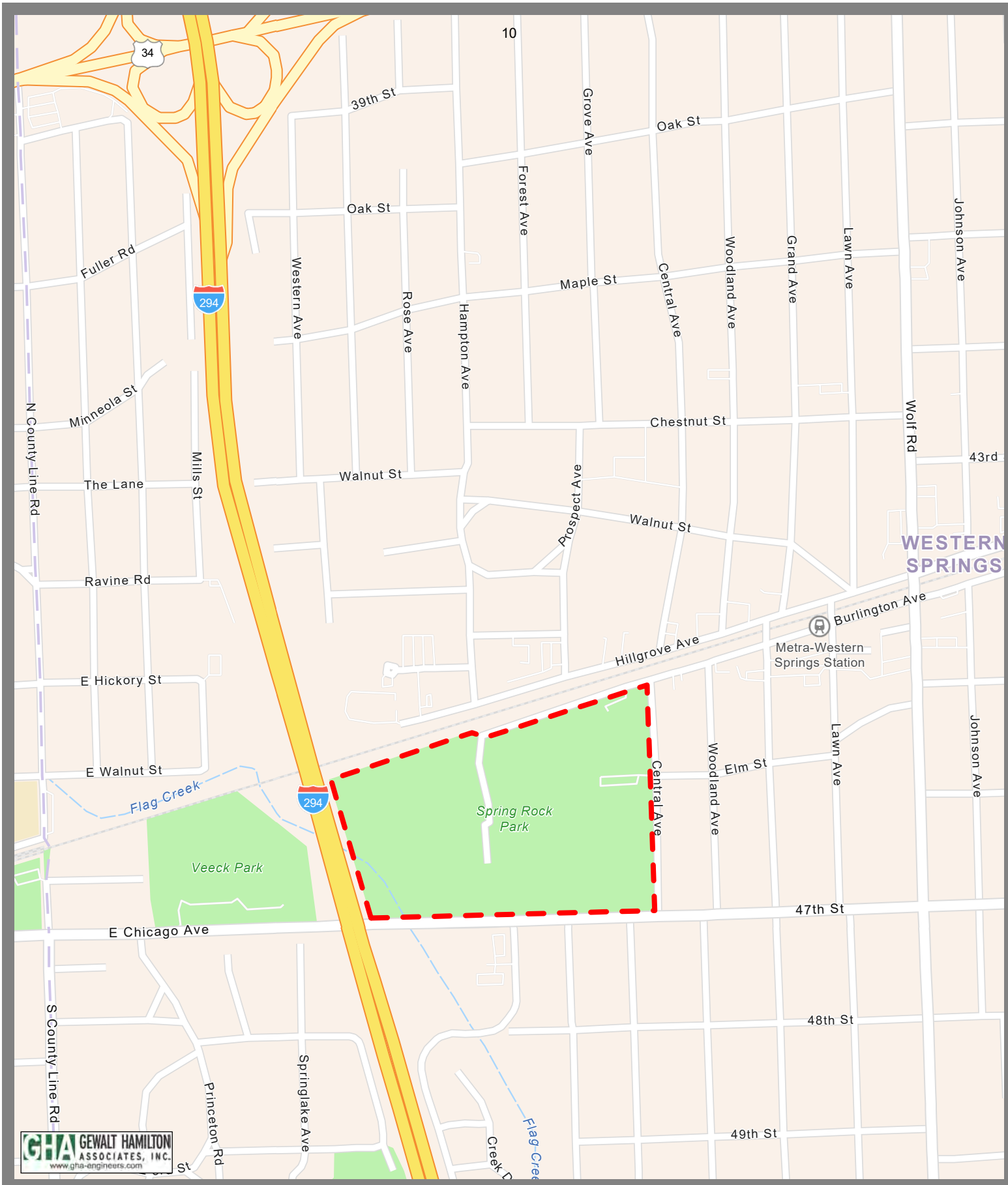
Green: Green

Blue: Blue

1:2,245

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km



N

1 inch = 1,000 Feet

Exhibit 1 - Location Map

Spring Rock Park
4400 Central Avenue
Western Springs, Illinois

Map Center: 87.90751°W 41.80862°N

Spring Rock Park

PLAT OF SURVEY

PARCEL 1: THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT-OF-WAY OF THE C.B. & Q. RAILROAD, AND WEST OF THE LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE EAST 1694.79 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 104 DEGREES 07 MINUTES 20 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 850.14 FEET TO A POINT ON A LINE; THENCE NORTHEASTERLY ALONG SAID LINE, WHICH FORMS ANGLE OF 89 DEGREES 10 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 250.03 FEET TO A POINT ON A LINE, SAID POINT BEING THE POINT OF BEGINNING OF THE LINE DESCRIBED HEREIN; THENCE SOUTHEASTERLY ALONG SAID LINE, WHICH FORMS AN ANGLE OF 90 DEGREES 50 MINUTES 50 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 916.67 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION, EXCEPTING THEREFROM THOSE PARCELS CONVEYED TO THE ILLINOIS TOLLWAY AUTHORITY IN DEED RECORDED/FILED SEPTEMBER 18, 1957 AS DOCUMENT NUMBER L17--59--508 AS PARCELS T--5--95.2, T--5--95.4, T--5--95.6 AND ALSO EXCEPTING THAT PART THEREOF DEDICATED AS BURLINGTON AVENUE.

PARCEL 2: BLOCKS 1, 2 AND 3 IN MARY SWEET'S RESUBDIVISION OF BLOCK 39 IN WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH THAT PART OF VACATED BURLINGTON STREET, ELM STREET AND SPRING AVENUE, EXCEPTING THAT PART DESCRIBED AS FOLLOWS: THE EAST 175.0 FEET OF THE WEST 287.50 FEET OF THE SOUTH 1043.69 FEET OF SAID BLOCK 3 (EXCEPT THE SOUTH 868.69 FEET THEREOF), AND ALSO EXCEPTING THAT PART THEREOF TAKEN FOR TOLL ROAD PURPOSES PURSUANT TO DEED RECORDED AS DOCUMENT NO. 1759508, AND ALSO EXCEPTING THAT PART THEREOF DEDICATED AS BURLINGTON STREET, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE EAST 175.0 FEET OF THE WEST 287.50 FEET OF THE SOUTH 1043.69 FEET OF BLOCK 3 (EXCEPT THE SOUTH 868.69 FEET THEREOF) IN MARY SWEET'S RESUBDIVISION OF BLOCK 39 IN WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY DESCRIBED CONTAINS 41.259 ACRES

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

THIS IS TO CERTIFY THAT I, MICHAEL L. KRISCH, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE HAD SURVEYED UNDER MY SUPERVISION THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL AT LOMBARD, ILLINOIS, THIS 10TH DAY OF JUNE A.D. 1997

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2501

REFER TO DEED OR GUARANTEE POLICY FOR BUILDING LINE RESTRICTIONS AND EASEMENTS NOT SHOWN ON PLAT OF SURVEY. COMPARE DESCRIPTION AND POINTS BEFORE BUILDING AND REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR AT ONCE. THIS SURVEY AND PLAT OF SURVEY ARE VOID WITHOUT OUR EMBOSSED SURVEYOR SEAL HEREON. NO DIMENSIONS ARE TO BE ASSUMED BY SCALING.

SPRING ROCK PARK

BURLINGTON NORTHERN RAILROAD

SOUTH LINE OF RAILROAD 845.44'

89°10'00" 250.03 NORTHERN ILLINOIS TOLLWAY

90°36'23" 451.12' 916.67' 135°0" FENCE 5.0' EAST 139.53' 151°3'20" 288.30' 250.00' 152.01' 133.82' 43.79' 57.43' 122°9'23" 76.3 DEED 104°07'20"

PARCEL 1

PART OF PARCEL 1

T--5--95.6 T--5--95.2 T--5--95.4 PART TAKEN BY TOLLWAY

467.61' 324.65' 161.35' 147.32' 413.96'

177°6'2" 175°4'46" 177°6'0" 168°15'1" 90°1'21"

T--5--275.4 T--5--275 T--5--276.2 T--5--276 T--5--275.1 T--5--275.2

POINT 1694.79' (DEED) EAST OF SW CORNER SEC. 6--38--12

47TH

SOUTH LINE OF SECTION 6--38--12

PARCEL 2

PARCEL 3 AS OCCUPIED

TENNIS COURTS

WATER TOWER PROPERTY 175.00' 175.00' 175.00' 89°51'44" 90°8'16"

BASKETBALL COURT

BASKETBALL COURT

PLAY AREA

BRICK BUILDING

STONE BUILDING

ASPHALT PARKING LOT

ASPHALT PATH

VACATED ELM STREET ASPHALT PARKING LOT

ASPHALT PARKING LOT

BLOCK 1

BLOCK 2

BLOCK 3

BURLINGTON STREET

PARKING STALLS 104°50'0" 75°3'0"

ASPHALT PAVING WIDTH 8.2'

8.2' VACATED STRIP

135.69' 75°5'0"

789.00'

39.33'

1328.46'

66.00'

N W E

ELM STREET

CENTRAL AVENUE

VACATED SPRING AVENUE

CROSS ON CORNER

STREET

No.	Date	Revision Description	By:
1	6/23/97	REVISED PARCEL 1	MLK

GLEN D. KRISCH LAND SURVEYOR, INC.

300 West North Avenue Suite B • Lombard, Ill. 60148 • Phone: 630.627.5589 Fax: 630.627.5594

SURVEYING - CONSULTING - CONSTRUCTION LAYOUT

Scale: 1" = 80' | Drawn: MLK | Chk'd: | GDK File# | CAD File Name: 97062.DWG



August 28, 2025

Village of Western Springs
Chairman & Plan Commission
740 Hillgrove Avenue
Western Springs, IL 60558

RE: Conditional Use Permit Amendment for Multi-use Softball Field and Championship Signage, Tom Olk of Western Springs Little League, 4400 Central Avenue (Spring Rock Park) – Submittal No. 1

Dear Chairman & Plan Commission,

Please find attached our responses to the questions presented to us on August 20, 2025.

Previous correspondence has indicated there is no permanent signage proposed for this multi-use softball field. Please confirm if any temporary signage is proposed like at the other fields.

As with all of our fields, we make it a priority to recognize and thank our partners by displaying small signs for their businesses. This has been a long standing practice of WSLL and is consistent with similar approaches in neighboring communities such as Hinsdale and LaGrange Park. While sponsorship participation changes annually and next year's partners have not yet been finalized, we would like to have the ability to display banners on the fencing of this proposed field. Whenever possible, banners are placed at the field where the sponsor's child plays. These banners are not intended to be permanent; they are displayed on a seasonal basis only.

Please confirm no lighting is proposed as part of these improvements.

At this time, we are not seeking approval for lights at this field.

Provide a narrative expanding upon the intended use of the field. Will this be for practice or for games? What is the intended capacity of the field during games or practice? What are the proposed hours? What sports are intended for use?

WSLL's intention is for the field to be primarily used for softball practices and games. Our season typically runs from early April through mid-July, with the majority of play occurring from mid-April through the end of June.

This project is being done in partnership with the Park District, and we fully support the field also being available for other community and revenue-generating activities, such as men's softball, local teams, family events, Fall Fest, general play, and more.

The intended capacity is to host games for two teams, typically consisting of 12 players each, with 9–10 players on the field at a time depending on age level. In addition to players, games draw spectators such as parents, grandparents, siblings, friends, and other family members, who watch from the designated foul territory areas.

WSLL generally utilizes its fields after school from approximately 4:00 p.m. until dusk during the season, as well as some use on weekends. The past few seasons we have not scheduled games on weekends, and only had limited practices use on weekends due to conflicts with children/family commitments. While this will primarily function as a softball field, it may also be used for Little League baseball. Because we are not installing a permanent outfield fence (a hit over this fence for a home run), the space will remain accessible for other activities such as football, soccer, cross-country, and additional events that are currently held there.

Are there any plans to expand available parking on-site? Staff recommends parking be addressed in an additional narrative. Please see Engineering Review for additional comments.

We are committed to working closely with the Village and the Park District to address any parking concerns that may arise. During this past season, WSLL received minimal (if any) formal complaints regarding parking, as participants and spectators were able to use spaces adjacent to the BNSF, the Park District lot, and other nearby areas. WSLL also makes it a habit to educate our constituents on these parking options. In addition, WSLL schedules games and practices in a staggered manner, which helps distribute traffic and minimize peak parking demand. Typical attendance is manageable, consisting of two teams and their families at a time.

That said, we are prepared to monitor parking usage each season and collaborate on adjustments if needed to ensure the field remains accessible and convenient for both our families and the broader community.

Is a walking path proposed for the new field? How is this area intended to be accessed?

As of the submission of this permit, there was no plan for a dedicated walking path to access the field. However, we recognize the importance of this consideration and are happy to include it. Our initial thought is that extending the existing nearby gravel path with more gravel to reach the field would be a practical solution, though we are open to suggestions and eager to work with the Village and Park District to identify the best approach.

Document submitted 'Village Comments Response E FEMA & Zoning' prepared by Donald E. Dixon, P.E.

- **The bolded text of this document references Section 10-12-1 of the Development Control Ordinance (DCO), which regulates the Municipal and Governmental Land District. Per previous conversations, Spring Rock Park is zoned R-2 Single-Family Residential District and must conform to Section 10-6-3 of the DCO. Please update the sheet accordingly.**

We will work with Donald Dixon on this.

Confirm the overall height of the championship sign.

The current height is approximately 25 feet.

Please let us know if you have any questions. I can be reached at either thomas.m.olk@gmail.com or 773-255-6573.

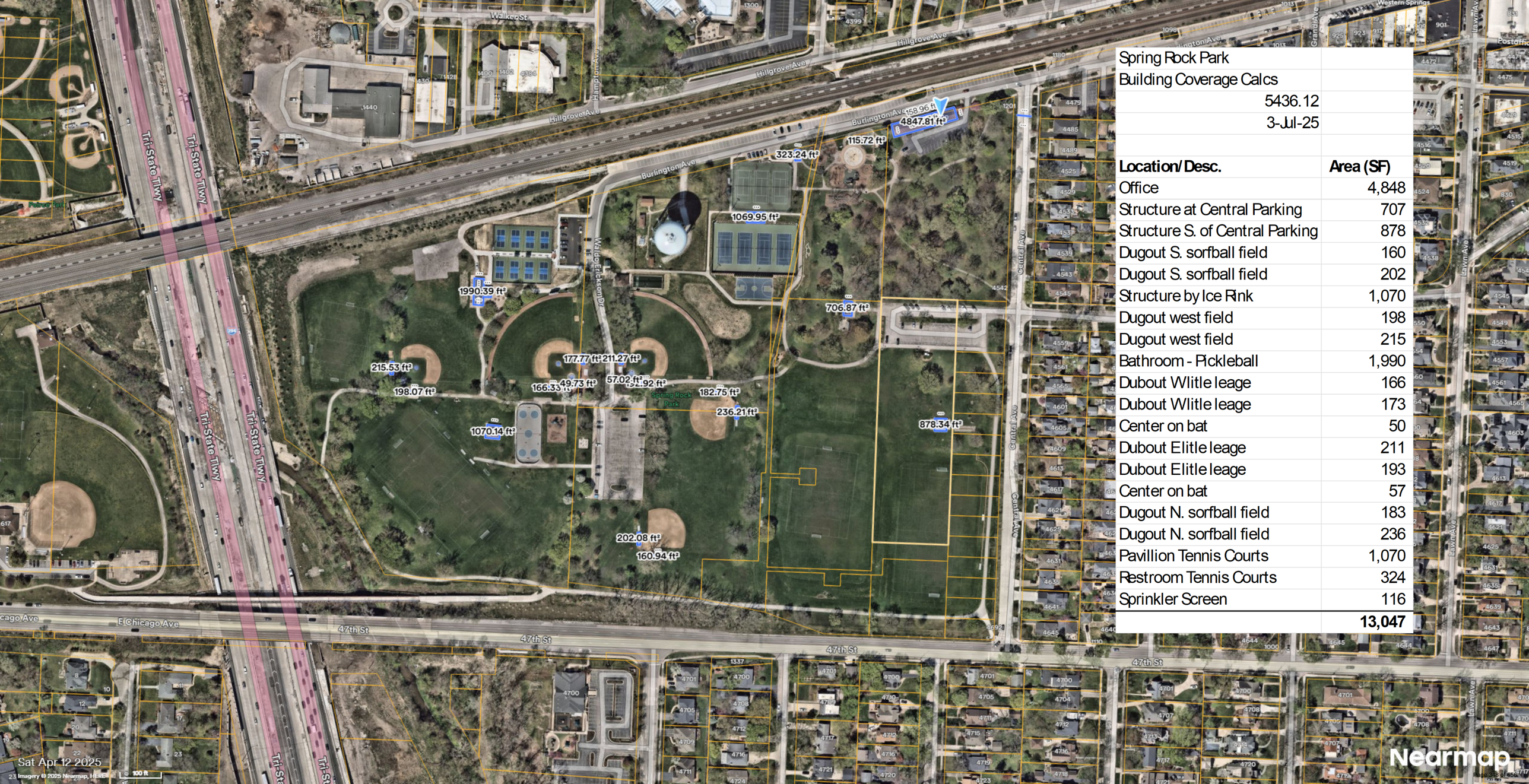
Thank you for your time.

Tom Olk
President
Western Springs Little League


Village of Western Springs Public Works
Western Springs Water Tower
Western Springs Park District
Spring Rock Park
294
Layers

Spring Rock Park
Building Coverage Calcs
5436.12
3-Jul-25

Location/Desc.	Area (SF)
Office	4,848
Structure at Central Parking	707
Structure S. of Central Parking	878
Dugout S. sorfball field	160
Dugout S. sorfball field	202
Structure by Ice Rink	1,070
Dugout west field	198
Dugout west field	215
Bathroom - Pickleball	1,990
Dubout W litle leage	166
Dubout W litle leage	173
Center on bat	50
Dubout E litle leage	211
Dubout E litle leage	193
Center on bat	57
Dugout N. sorfball field	183
Dugout N. sorfball field	236
Pavillion Tennis Courts	1,070
Restroom Tennis Courts	324
Sprinkler Screen	116
	13,047


Spring Rock Park
Building Coverage Calcs
5436.12
3-Jul-25
Location/ Desc. | Area (SF)
Office 4,848
Structure at Central Parking 707
Structure S. of Central Parking 878
Dugout S. sorfball field 160
Dugout S. sorfball field 202
Structure by Ice Rink 1,070
Dugout west field 198
Dugout west field 215
Bathroom - Pickleball 1,990
Dubout Wlitle leage 166
Dubout Wlitle leage 173
Center on bat 50
Dubout Elitle leage 211
Dubout Elitle leage 193
Center on bat 57
Dugout N. sorfball field 183
Dugout N. sorfball field 236
Pavillion Tennis Courts 1,070
Restroom Tennis Courts 324
Sprinkler Screen 116
13,047
4847.81 ft²
1069.95 ft²
1990.39 ft²
706.87 ft²
878.34 ft²
Tri-State Tlwy
Burlington Ave
Hillgrove Ave
Central Ave
47th St
E Chicago Ave
Sat Apr 12 2025
Nearmap

Village Comments Response - WSLL Softball Field

E. FEMA Floodplain Letter

The referenced MWRD letter in this section was from the Pickleball Court project as you pointed out. The purpose of that letter was to determine the area of new impervious improvements that would trigger stormwater improvements under the WMO for the Pickleball project. Since we remain below the cumulative new impervious threshold with the current Softball project, no additional determination from MWRD is required.

F. Zoning Calculations

1. Setback: The dugouts are located 102.4' from the north property line and 143.1' from the western property line. Though not shown on the plans, the most stringent setback for Public Parks & Playgrounds (Zoning: 10-12-1:E.15) is a 15' corner side yard setback.
2. Maximum Building Height: 35' per Ordinance; the maximum height of the dugout is slightly above 10'.
3. FAR - the proposed new floor area of the dugouts is 420 sf (30' x 7' x 2)
    a. Existing Building Coverage = 13,047 sf (see Building Coverage Map),
    b. Proposed Building Coverage = 13,467 (13,047 + 420),
    c. **FAR =** 13,467/(41.7 ac x 43,560 sf/ac) = 13,467/1,816,452 = **0.007 (0.7%)**
    d. **Need clarification on Zoning 10-12-1: J which indicates no maximum building coverage.**
4. Building & Lot coverage - as referenced above the net increase in lot coverage is 420 sf. The Western Springs Stormwater Utility Fee Lookup map provides a net impervious area = 211,219 sf.
    a. The **lot coverage =** 211,639
    b. Adding the current project impervious brings the total lot co area up to **211,639 sf (**211,219 + 420).
    c. The **Maximum Lot Coverage =** 211,639/(41.7 ac x 43,560 sf/ac) = 211,639/1,816,452 = **0.12 (12%) vs. 50%**
    d. Allowable lot coverage = lot area x 0.3 x1.2 = 1,816,452 x 0.3 x 1.2 = 653,922
    e. **Need clarification on Zoning 10-12-1: H which indicates no minimum open space requirement.**

Donald E. Dixon, P.E.
Principal

February 24, 2025

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701
www.gha-engineers.com

Walt Knake
wknake@wsprings.com
Western Springs Park District
4400 Central Avenue
Western Springs, IL 60558

Re: Proposal for Professional Engineering Services
Spring Rock Park Soccer Field #5 Multi-Purpose Renovation
GHA Proposal No. 2025.SD013

Dear Mr. Knake,

Thank you for requesting a proposal from Gewalt Hamilton Associates, Inc. (GHA) to perform Civil Engineering Services for the referenced project. Below is our scope and fee to perform and assist with re-development of Spring Rock Soccer Field #5.

GHA will work with the Park District staff to secure permit approval from the Village.

If you have any questions or would like to consider revisions to this proposal, please do not hesitate to contact our office.

Western Springs Park District (Client), 4400 Central Ave.., Western Springs, IL 60558, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Scope of Services: Field Improvements

GHA has already prepared a Concept Plan that was presented to the Village outlining improvements desired for a practice softball field. The Village responded that a grading plan would be necessary to ensure that fill placed within field (pitcher mound area) meets the regulatory floodplain requirements.

The plans for the practice field will include a Title Sheet, Existing Conditions Plan, Site Improvements Plans plus Notes and Details. GHA will need to perform earthwork calculations on the grading to verify conformance with floodplain cut/fill requirements. *Note: GHA performed a close-out for a soccer field project that produced an excess of compensatory storage, thus no floodplain permitting is anticipated.*

Record drawings of the grading will be required to provide verification that the as-constructed conditions meet the approved plans. GHA will prepare these based upon contractor provided "As-built" elevations provided by a surveyor.

The addition of the practice field will require a Conditional Use Permit through the Village. Attendance at public hearings including Planning & Zoning plus Village Board will be billed on a "per meeting" basis.

II. Services Not Included

Any service not enumerated in *Section I. Scope of Services*, including, but not limited to the following, is not included in this proposal/agreement. These services may be provided at the request of the Client as an additional service. GHA will provide the Client with an estimate of the additional work scope and request authorization to proceed prior to commencing additional services.

1. Preparation of ALTA/NSPS Land Title Survey, Easement Plats, Subdivision/Consolidation Plats, or other Survey documents;
2. Additional topography of property above the existing topography supplied by Client.
3. Wetland determination, delineation, environmental testing, geotechnical investigation, or environmental engineering services;
4. Permit fees or review fees;
5. Bid Coordination, Assistance, Negotiation, or preparation of a project manual.
6. Construction material testing;
7. Construction phase services.

III. Proposed Schedule

GHA will work with the client to meet a desirable schedule.

IV. Compensation for Services

Based upon the scope of services, GHA proposes a Lump Sum fee of $9,850.00.

Reimbursable expenses, including items such as printing, vehicle fees, record documents and other non-technical project related expenses, will be billed at cost plus 10% markup to the Client.

Additional services requested and authorized by the Client, beyond those outlined in *Section I: Scope of Services,* will be billed on a time-and-materials (T&M) basis.

Invoices will be submitted on a monthly basis and will detail charges made against the project and services performed. This allows the Client to review the status of the work in progress and the charges made.

V. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time and place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim

against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.	Walt Knake
	_____
_____	
Donald E. Dixon, P.E. Principal	Owner
Date: February 24, 2025	Date: _____

Enc.: Attachment A
2025 GHA Hourly Rates

ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to $50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

GEWALT HAMILTON ASSOCIATES, INC.
An Employee-Owned Company

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2025

The following rates will remain in effect until December 31, 2025, at which time they are subject to an annual increase:

PRINCIPAL	$ 270.00
SENIOR PROJECT MANAGER II	$ 255.00
SENIOR PROJECT MANAGER I	$ 225.00
PROJECT MANAGER II	$ 206.00
PROJECT MANAGER I	$ 182.00

ENGINEER VI	$ 215.00
ENGINEER V	$ 200.00
ENGINEER IV	$ 185.00
ENGINEER III	$ 175.00
ENGINEER II	$ 158.00
ENGINEER I	$ 149.00

LAND SURVEYOR IV	$ 220.00
LAND SURVEYOR III	$ 181.00
LAND SURVEYOR II	$ 160.00
LAND SURVEYOR I	$ 140.00

GIS TECHNICIAN IV	$ 192.00
GIS TECHNICIAN III	$ 165.00
GIS TECHNICIAN II	$ 135.00
GIS TECHNICIAN I	$ 115.00

CAD MANAGER	$230.00
CAD TECHNICIAN III	$ 158.00
CAD TECHNICIAN I	$ 130.00
CAD TECHNICIAN I	$ 105.00

ENGINEER TECHNICIAN V	$ 205.00
ENGINEER TECHNICIAN IV	$ 172.00
ENGINEER TECHNICIAN III	$ 155.00
ENGINEER TECHNICIAN II	$ 130.00
ENGINEER TECHNICIAN I	$ 95.00

LANDSCAPE ARCHITECT	$ 185.00

DATA MANAGER	$ 165.00
DATA TECHNICIAN III	$ 154.00
DATA TECHNICIAN II	$ 137.00
DATA TECHNICIAN I	$ 105.00

ENVIRONMENTAL RESOURCE SPECIALIST IV	$ 200.00
ENVIRONMENTAL RESOURCE SPECIALIST III	$ 180.00
ENVIRONMENTAL RESOURCE SPECIALIST II	$ 155.00
ENVIRONMENTAL RESOURCE SPECIALIST I	$ 142.00

ADMINISTRATIVE II	$ 118.00
ADMINISTRATIVE I	$ 95.00

ACCOUNTING MANAGER	$ 200.00
ACCOUNTING II	$ 144.00
ACCOUNTING I	$ 135.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

ENGINEERING PLANS FOR:

SPRING ROCK PARK
SOCCER FIELD #5 MULTI-PURPOSE RENOVATION

WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE
WESTERN SPRINGS, IL 60558

STANDARD SYMBOLS

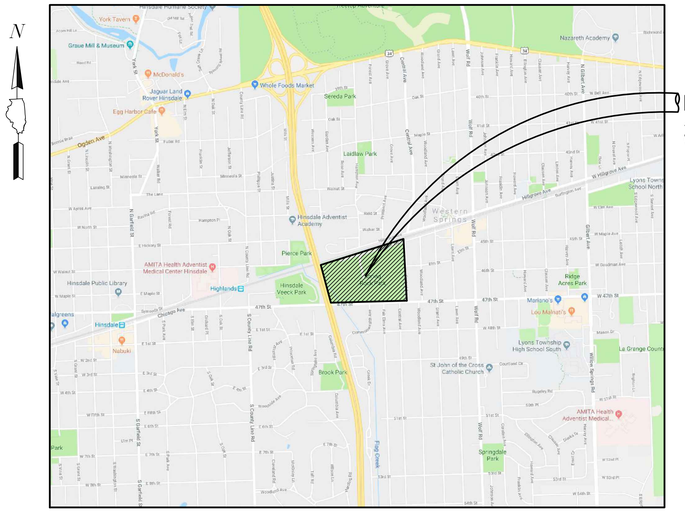
FEATURE	EXISTING	PROPOSED
BUFFALO BOX		
BUSH/SHRUB		
CATCH BASIN		
CLEANOUT	CO	C.O.
COMBINE SEWER LINE		
CONTOUR	708	708
CULVERT		
DITCH/SWALE		
ELECTRIC LINE	E	E
ELECTRIC MANHOLE		
FENCE	X X X X	X X X X
FIRE HYDRANT		
FLARED END SECTION		
GAS LINE	G	G
GAS MANHOLE		
GAS VALVE		
INLET		
LIGHT POLE		
OVERHEAD WIRES	A	A
POWER POLE		
R.O.W LINE		
R.O.W MARKER		
SANITARY FORCEMAIN LINE		
SANITARY SEWER LINE		
SANITARY SEWER MANHOLE		
SIGN		
SPOT ELEVATION	×850.00	×850.0
STORM SEWER LINE		
STORM SEWER MANHOLE		
TELEPHONE LINE	T	T
TELEPHONE MANHOLE		
TELEPHONE BOX/PEDESTAL		
TREE-CONIFEROUS (SIZE/TAG#)	345	345
TREE-DECIDUOUS (SIZE/TAG#)	12"	12"
VALVE BOX		
VALVE VAULT		
WATER VALVE		
WATERMAIN LINE	W	W

EXISTING UTILITIES: WHEN THE PLANS OR SPECIAL PROVISIONS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO THE LOCATION OF SUCH UTILITIES AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDER. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATEVER IN RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES OR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES. HE SHALL ALSO OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES, DETAILED INFORMATION RELATIVE TO THE LOCATION OF THEIR FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THEM.

CONTRACTOR IS RESPONSIBLE FOR CONTACTING J.U.L.I.E. AT 1-800-892-0123 AND MUST ACQUIRE A DIG NUMBER A MINIMUM OF 72 HOURS PRIOR TO ANY WORK BEING DONE.

NOTE: CONSTRUCTION MEANS, METHODS AND JOB SITE SAFETY IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR

J.U.L.I.E
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
CALL 811
811 Know what's below. Call before you dig.



LOCATION MAP
(Not to Scale)

Point Table				
Point #	Northing	Easting	Elevation	Description
1	1872410.39	1100007.35	645.85	CP1 SIR W CAP
2	1872648.07	1100176.82	642.89	CP 2 SXTC

CONTROL DISCLAIMER:
CONTROL PROVIDED ABOVE IS INFORMATION COLLECTED AT TIME OF FIELD WORK. ALL CONTROL POINTS SHALL BE CHECKED AND ELEVATIONS RE-ESTABLISHED WITH BENCHMARK PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO GEWALT-HAMILTON ASSOCIATES, INC. GEWALT HAMILTON ASSOCIATES, INC. IS NOT RESPONSIBLE FOR RE-VERIFICATION IN THE FIELD.

SHEET INDEX

1. TITLE SHEET
2. OVERALL PLAN
3. SITE PLAN
4. SHEET NOTES AND DETAILS
5. GENERAL NOTES AND DETAILS
6. DETAILS
7. CROSS-SECTION A-A
8. CUT-FILL EXHIBIT
9. CUT-FILL EXHIBIT
10. CUT-FILL EXHIBIT

TOPOGRAPHIC SURVEY BY:
GEWALT HAMILTON ASSOCIATES, INC.
625 FOREST EDGE DRIVE
VERNON HILLS, ILLINOIS 60061
TELEPHONE: 847-478-9700

PLANS PREPARED FOR:
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE
WESTERN SPRINGS, ILLINOIS 60558
TELEPHONE: 708-246-4225

PROFESSIONAL DESIGN FIRM LICENSE:
GEWALT HAMILTON ASSOCIATES, INC.
DESIGN FIRM - LAND SURVEYOR/PROF ENG
LICENSE NUMBER: 184.000922-0010
EXPIRES: 6/30/2025

COORDINATING/PERMITTING AGENCIES:
VILLAGE OF WESTERN SPRINGS 708-246-1800

DONALD E. DIXON 062-051136 LICENSED PROFESSIONAL ENGINEER STATE OF ILLINOIS

SIGNED: _____ P.E.
DONALD E. DIXON
DATE: MARCH 24TH, 2025
ILLINOIS LICENSE NO.: 062-051136
EXPIRATION DATE: NOVEMBER 30, 2025

ISSUE FOR PERMIT

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

TITLE SHEET
SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-DT.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DG
DATE: 03-24-25
SCALE: N.A.
SHEET NUMBER: 1 OF 10 SHEETS

D:\5436\5436.120 WSPD Spring Rock Park Projects\5436.120-DT.DWG 3/24/2025 4:16 PM

N

GRAPHIC SCALE
30 0 15 30
(IN FEET)
1 inch = 30 ft.

PROPERTY LINE

RIM: 652.29
INV: 637.49(S)
INV: 637.59(NE)

RIM: 641.75
INV: 638.25(SW,NE)

RIM: 642.42
INV: 638.92(SW,NE)

20' TOLLWAY STORMWATER EASEMENT

613.4'
102.4'
101.3'
102.4'
71.7'
109.9'
85.9'
162.3'
150.4'
143.7'
32.6'
143.1'
148.9'
57.1'
168.1'

RIM: 641.81
INV: 636.36(S)
INV: 636.41(N)

EX BNSF ROW SIGN

24"RCP
INV: 639.59

24"RCP
INV: 640.31
FES
INV: 640.38

24"RCP
INV: 640.36

FES
INV: 640.52

ACTUAL UNDERGROUND FEEDER LOCATION PER JULIE LOCATES

GRAVEL
ASPHALT
CONC.
SIDEWALK
GATE
BENCH
BLEACHER
SCOREBOARD
ELECTRIC PANEL
SIGN
PLAQUE
PILLAR(TYP)
BRICK
SAND
PLATE
BASE PLATE
BASE PLATE (TYP)
PLATE/PITCHERS MOUND
PLATE/PITCHERS MOUND (TYP)
DUGOUT
BENCH
BIKE RACK
TRANS ON CONC. PAD
ELEC. PANEL ON CONC. PAD
6"HDPE
ACP#3
CP#106001
CP#21363
CP#2
EXISTING BUILDING
F.F.: 644.16
F.F.: 644.18
F.F.: 644.20
RIM: 643.36
INV: 642.57(E,W)
G.F. 645.63
F.F.: 648.56

TG#470 TG#14634 TG#471 TG#347 TG#349 TG#348 TG#350 TG#351 TG#352 TG#353 TG#354 TG#355 TG#356 TG#357 TG#14622 TG#368 TG#369 TG#314 TG#316 TG#313 TG#317 TG#319 TG#318 TG#320 TG#321 TG#322 TG#324 TG#323 TG#325 TG#385 TG#326 TG#327 TG#328 TG#329 TG#330 TG#331 TG#333 TG#335 TG#336 TG#337 TG#338 TG#339 TG#14634 TG#14635 TG#14636 TG#14637

C-03 C-04 C-05 C-06 C-07 C-08

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

OVERALL PLAN

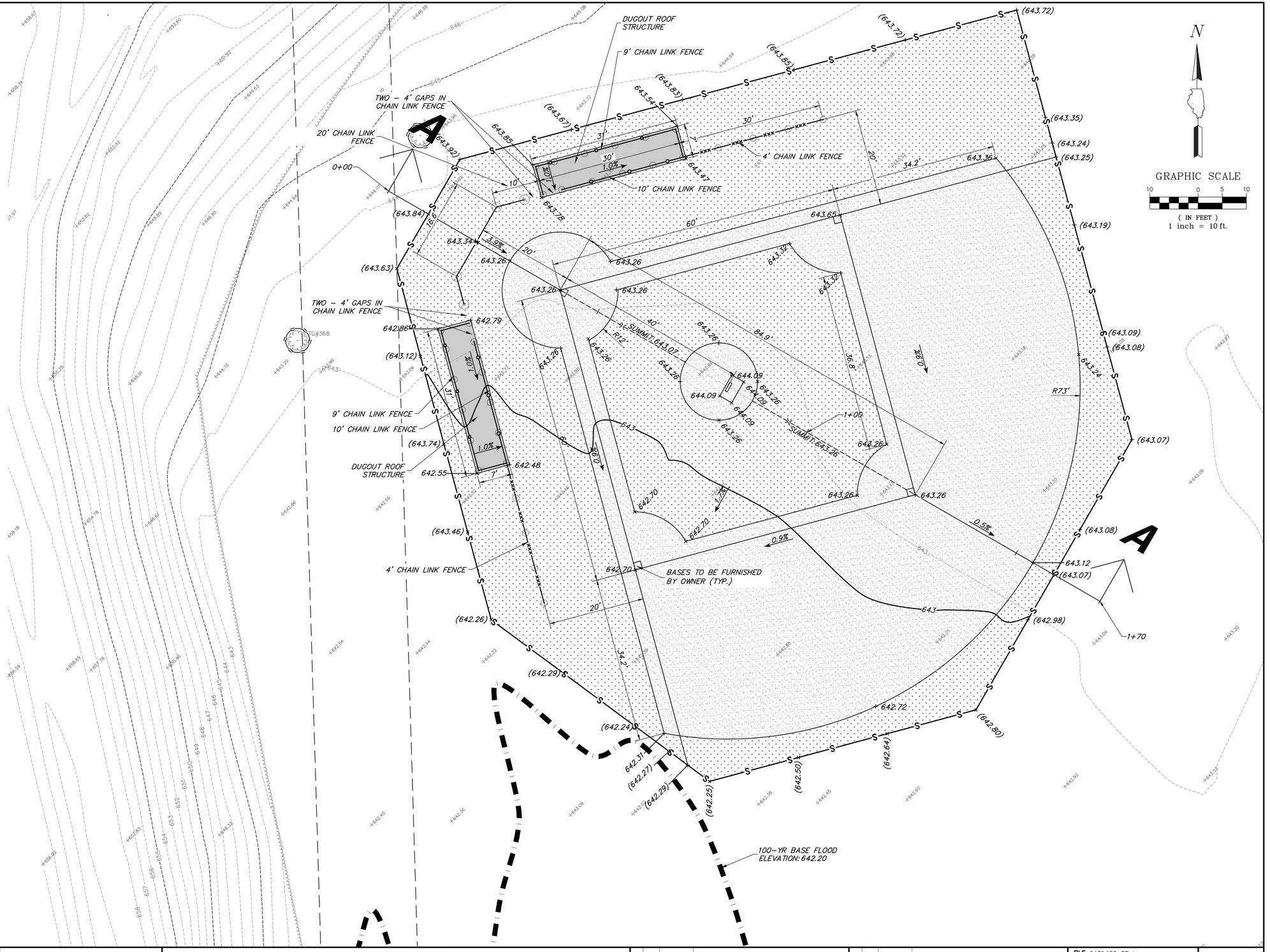
SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-PR.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DG
DATE: 03-24-25
SCALE: 1"=30'

SHEET NUMBER: 2 OF 10 SHEETS



PROPOSED LEGEND

- 6" CA–6 CRUSHED AGGREGATE
- WAUPACA SURE–HOP CLASSIC INFIELD MIX
- SEED RESTORATION NAGS75 BLANKET, FIELD OF DREAMS GAME DAY SEED MIX, 6" PULVERIZED TOPSOIL
- 18' FENCE
- 10' FENCE
- 9' FENCE
- 4' FENCE
- TREE TRUNK PROTECTION FENCE
- PERIMETER EROSION BARRIER
- B.F.E. LINE (642.20)
- ×670.30 PROPOSED SPOT ELEVATION
- XXX CONTOUR
- 0.50% SLOPES
- SUMMIT SUMMITS

GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt–Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt–Hamilton Associates, Inc.

SITE PLAN

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120–PR.dwg
DRAWN BY: JMB
DATE: 03–24–25
GHA PROJECT # 5436.120
CHECKED BY: DG
DATE: 03–24–25
SCALE: 1"=10'
SHEET NUMBER: 3
OF 10 SHEETS

EXISTING CONDITION AND DEMOLITION NOTES

1. PRIOR TO STARTING ANY CONSTRUCTION, PROVIDE SOIL EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE PLANS AND AS REQUIRED PER IEPA NPDES GUIDELINES. REFER TO NOTES AND DETAILS THROUGHOUT THE ENTIRE PLAN SET.

2. PRIOR TO STARTING ANY EXCAVATION WORK, PROVIDE TREE PROTECTION AS SHOWN ON THE PLANS AND NOTES THROUGHOUT THE ENTIRE PLAN SET.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FENCING THE ACTIVE WORK ZONE FROM THE PUBLIC AND PROTECTING THE PUBLIC FROM ANY CONSTRUCTION RELATED HAZARDS. AT A MINIMUM, ALL EXCAVATION, DEMOLITION AREAS AND OTHER AREAS POTENTIALLY HAZARDOUS TO PEDESTRIANS AND VEHICLES MUST BE PROTECTED.

4. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION AND DISPOSAL OF ALL EXISTING IMPROVEMENTS ONSITE NECESSARY TO COMPLETE THE JOB. THESE IMPROVEMENTS INCLUDE, BUT ARE NOT LIMITED TO, EXISTING PAVEMENTS, CURBS, SIDEWALKS, UTILITIES, LIGHTING, LIGHT BASES, MANHOLES, FENCES, FOUNDATIONS, AND OTHER STRUCTURES WITHIN THE WORK AREA. EXCAVATE AND GRADE TO PROPOSED PAVEMENT AND BUILDING SUBBASE GRADES. (REFER TO FOUNDATION PLANS FOR PROPOSED BUILDING SUBBASE GRADES.) THESE ITEMS SHALL BE COMPLETELY REMOVED AND LEGALLY DISPOSED OF OFFSITE.

5. REMOVE OR ABANDON EXISTING UTILITIES AS SHOWN. UTILITIES THAT ARE REMOVED, UNLESS OTHERWISE NOTED, SHALL BE BACKFILLED WITH CA-6 CRUSHED STONE IN LIFTS OF 8" OR LESS AND COMPACTED TO 95% MODIFIED PROCTOR DENSITY. UTILITIES TO BE ABANDONED SHALL BE PLUGGED AT BOTH ENDS WITH A MINIMUM OF 2 FEET LONG NON-SHRINK CONCRETE/MORTAR PLUGS. MANHOLE STRUCTURES TO BE ABANDONED SHALL HAVE THE TOP SECTION REMOVED, SEWERS BULKHEADED WITH CONCRETE AND BACKFILLED WITH CA-6 CRUSHED STONE.

6. THE CONTRACTOR SHALL INCLUDE ALL ASSOCIATED COSTS WITH THE REMOVAL, TRANSPORT, DISPOSAL, TESTING AND CERTIFICATION OF "UNCONTAMINATED SOIL" AS DEFINED UNDER 415 ILCS 5/3.160 INCLUDING ANY FEES, TAXES, OR SURCHARGES CHARGED BY OR THROUGH THE OPERATOR(S) OF CLEAN CONSTRUCTION OR DEMOLITION DEBRIS FILL OPERATIONS OR UNCONTAMINATED SOIL FILL OPERATIONS FOR THE ACCEPTANCE OF UNCONTAMINATED SOIL.

7. CONTRACTOR TO STRIP EXISTING TOPSOIL AND STOCKPILE IN THE LOCATION SHOWN ON THE PLANS. PRIOR TO FINAL PLACEMENT OF TOPSOIL THE TOPSOIL SHALL BE PULVERIZED ON-SITE.

8. EXISTING CONDITION SURVEY PROVIDED BY GEWALT HAMILTON ASSOCIATES, INC. DATED OCTOBER 22, 2018.

GEOMETRIC AND PAVING PLAN

1. ALL PAVEMENT DIMENSIONS ARE TO EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. E=EDGE OF PAVEMENT, B=BACK OF CURB, F=FACE OF CURB. RADII DIMENSIONS ARE TO EDGE OF PAVEMENT.

2. PROVIDE 1.90% CROSS SLOPE AND 4.5% MAXIMUM LONGITUDINAL SLOPE ON ALL PEDESTRIAN PATH WAYS UNLESS OTHERWISE INDICATED. ILLINOIS ACCESSIBILITY CODE REQUIRES A MAXIMUM CONSTRUCTED CROSS SLOPE OF 2.00% AND LONGITUDINAL SLOPE OF 5.00%.

3. CONTRACTOR SHALL INSTALL TEMPORARY EROSION CONTROL SEED AND BLANKET AS NECESSARY TO MEET SOIL EROSION AND SEDIMENT CONTROL REQUIREMENTS. REFER TO NOTES AND DETAILS THROUGHOUT THE PLAN SET FOR SPECIFIC MATERIAL REQUIREMENTS.

4. FOR FINAL RESTORATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL DISTURBED TURF AREAS AND PROPOSED TURF AREAS AS FOLLOWS:

   a. PRIOR TO PLACEMENT OF TOPSOIL, RESTORATION AREA SUBGRADE MATERIAL SHALL BE ROTOTILLED AND RE-COMPACTED TO A MAXIMUM OF 80% STANDARD PROCTOR TO A DEPTH OF 6".
   b. SPREAD A MINIMUM OF 6" OF EXISTING SITE SALVAGED SCREENED TOPSOIL OR NEW PULVERIZED TOPSOIL ON ALL DISTURBED AREAS. COMPACT TO 80% STANDARD PROCTOR.
   c. TOPSOIL MUST BE FREE OF LITTER, BRUSH, ROCKS AND EARTH CLODS OF GREATER THAN 1 INCH IN ANY DIMENSION. CONTAIN BETWEEN 1%-10% ORGANIC MATTER, 12%-50% CLAY, AND LESS THAN 55% SAND CONTENT. PH SHALL BE BETWEEN 6.0 AND 8.0.
   d. SEED RESTORATION AREAS AS FOLLOWS:
      - IDOT CLASS 1 SEED. (LAWN MIXTURE)
      - FERTILIZER SHALL BE APPLIED FOLLOWING IDOT REQUIREMENTS.
      - EROSION CONTROL BLANKET SHALL BE NORTH AMERICAN GREEN S75 OR APPROVED EQUAL INSTALLED FOLLOWING MANUFACTURER GUIDELINES.
   e. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THE RESTORED AREA PER IDOT SPECIFICATIONS FOR A DURATION OF 30 DAYS PRIOR TO THE OWNER'S FINAL REVIEW AND ACCEPTANCE. IF RESTORATION HAS NOT SHOWN A "CATCH" OR UNIFORM STAND, THE CONTRACTOR SHALL REPEAT RESEEDING OR RESODDING UNTIL A UNIFORM STAND IS ACHIEVED.

5. ONCE RESTORATION HAS BEEN COMPLETED, THE CONTRACTOR SHALL REMOVE EROSION CONTROL DEVICES. SILT FENCE TRENCHES SHALL BE BACKFILLED AND RESTORED IN KIND. STORM STRUCTURES SHALL BE CLEANED OF DEBRIS.

6. INSTALL NEW 4 FOOT HIGH, 9 FOOT HIGH, 10 FOOT HIGH AND 20 FOOT HIGH CHAIN LINK FENCE AS SHOWN ON THIS PAGE. FENCE FABRIC, LINE POST SPACING AND DIAMETERS TO MATCH 4 FOOT HIGH CHAIN LINK FENCE DETAIL. TOP AND BOTTOM RAIL FOR 4 FOOT HIGH FENCE IS REQUIRED.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THE RESTORED AREA PER IDOT SPECIFICATIONS FOR A DURATION OF 30 DAYS PRIOR TO THE OWNER'S FINAL REVIEW AND ACCEPTANCE. IF RESTORATION HAS NOT SHOWN A "CATCH" OR UNIFORM STAND, THE CONTRACTOR SHALL REPEAT RESEEDING OR RESODDING UNTIL A UNIFORM STAND IS ACHIEVED.

GRADING PLAN NOTES

1. REFER TO GENERAL NOTES FOR GRADING, COMPACTION AND PROOF ROLL REQUIREMENTS.

2. THE CONTRACTOR SHALL IMPORT OR EXPORT SOIL AS NECESSARY TO CONSTRUCT THE SITE TO SPECIFIED PLAN GRADES. SUCH WORK IS CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR SUCH WORK. MINOR ADJUSTMENTS TO GRADES CAN BE ACCOMMODATED WITH PROJECT ENGINEER APPROVAL.

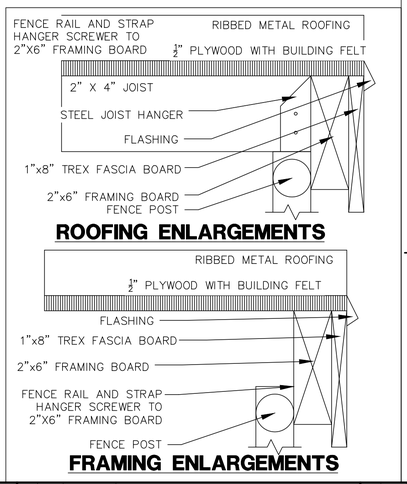
3. THE CONTRACTOR SHALL INCLUDE ALL ASSOCIATED COSTS WITH THE REMOVAL, TRANSPORT, DISPOSAL, TESTING AND CERTIFICATION OF "UNCONTAMINATED SOIL" AS DEFINED UNDER 415 ILCS 5/3.160 INCLUDING ANY FEES, TAXES, OR SURCHARGES CHARGED BY OR THROUGH THE OPERATOR(S) OF CLEAN CONSTRUCTION OR DEMOLITION DEBRIS FILL OPERATIONS OR UNCONTAMINATED SOIL FILL OPERATIONS FOR THE ACCEPTANCE OF UNCONTAMINATED SOIL.

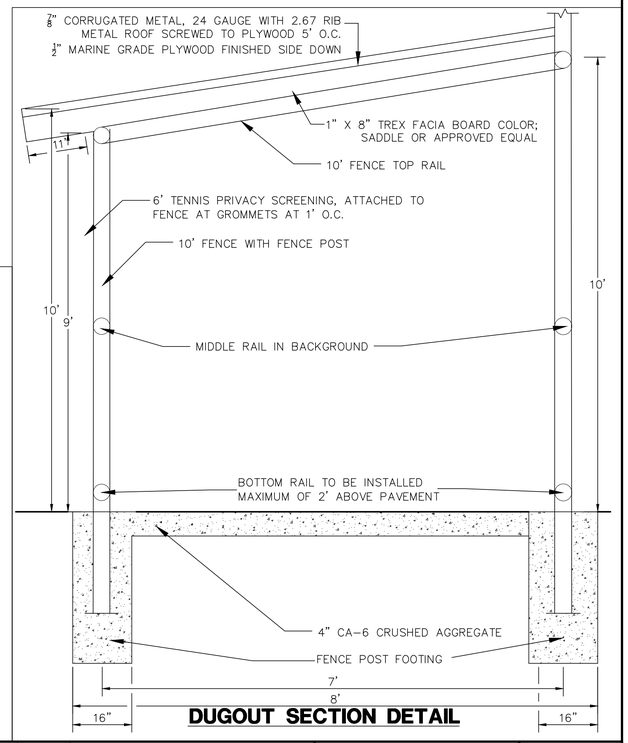
4. CONTRACTOR SHALL PROVIDE THE FOLLOWING AS-CONSTRUCTED DOCUMENTS AT THE CONCLUSION OF THE PROJECT:
   a. LAWN OR OPEN SPACE AREAS
      - SPOT ELEVATIONS AT A MAXIMUM 10 FOOT GRID.
      - SPOT ELEVATION TOP AND BOTTOM OF BERMS OR SWALES
   b. SOFTBALL FIELD
      - SPOT ELEVATIONS AT SUMMIT / HIGH AND LOW POINTS.
      - SPOT ELEVATIONS AT LOCATIONS AROUND BASE OF PITCHERS MOUND.
      - SPOT ELEVATIONS AT TOP OF PITCHERS MOUND.
      - SPOT ELEVATIONS AT LIMITS OF INFIELD MIX EVERY 5' ALONG ARC OF MIX/GRASS TRANSITION SPOT ELEVATIONS AT LOCATION OF FIRST, SECOND, THIRD AND HOME PLATE.

5. REFER TO SWPPP PLAN FOR SEQUENCE OF CONSTRUCTION. NOTE MASS GRADING WORK ZONE AREAS SHALL BE MINIMIZED TO PREVENT EROSION. ONCE A WORK ZONE HAS BEEN ROUGH GRADED, STABILIZE AREA WITH MULCH AND PROCEED TO NEXT WORK AREA UNTIL SITE IS COMPLETED.

6. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TO ALL INLETS AND CATCHBASINS. AREAS OF SURFACE PONDING SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

7. ALL LAWN AREAS DISTURBED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO PRECONSTRUCTION LAWN CONDITION FOLLOWING RESTORATION REQUIREMENTS.





GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

SHEET NOTES AND DETAILS

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-DT.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT #: 5436.120
CHECKED BY: DG
DATE: 03-24-25
SCALE: N.A.
SHEET NUMBER: 4
OF 10 SHEETS

G:\5436\5436.120_WSP_SPRING_BROOK_PARK_PRACTICE_FIELD\5436.120-DT.DWG 3/24/2025 4:17 PM

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE PERFORMED ACCORDING TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS" LATEST EDITION, THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" LATEST EDITION, THE ILLINOIS PLUMBING CODE, THE DETAILS IN THESE PLANS, THE CONTRACT DOCUMENTS, ALL APPLICABLE REQUIREMENTS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE IEPA AND ORDINANCES OF AUTHORITIES HAVING JURISDICTION AND ALL ADDENDA THERETO.

2. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SO THAT THE CONFLICT MAY BE RESOLVED.

3. WHENEVER, DURING CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, DITCHES, ETC. SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THE LOOSE MATERIAL WILL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE CONTRACT. THE CONTRACTOR'S FAILURE TO PROVIDE THE ABOVE WILL PRECLUDE ANY POSSIBLE ADDED COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT THEREOF.

4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE PRIOR TO ORDERING MATERIALS. IN ADDITION, THE CONTRACTOR MUST VERIFY THE LINE AND GRADES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSION OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS/HER OWN RISK AND EXPENSE AND NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY COSTS INCURRED..

5. ALL PAVEMENT DIMENSIONS ARE SHOWN TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

6. WHERE SECTION OR SUBSECTION MONUMENTS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE THE MONUMENTS ARE REMOVED. THE CONTRACTOR SHALL CAREFULLY PRESERVE ALL PROPERTY MARKS AND MONUMENTS UNTIL THE OWNER, AUTHORIZED SURVEYOR OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION.

7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS PRIOR TO BEGINNING WORK.

8. IF DURING CONSTRUCTION THE CONTRACTOR ENCOUNTERS OR OTHERWISE BECOMES AWARE OF ANY SEWERS OR UNDERDRAINS OTHER THAN THOSE SHOWN ON THE PLANS, HE/SHE SHALL INFORM THE ENGINEER, WHO SHALL DIRECT THE WORK NECESSARY TO MAINTAIN OR REPLACE THE FACILITIES IN SERVICE AND TO PROTECT THEM FROM DAMAGE DURING CONSTRUCTION IF MAINTAINED. EXISTING FACILITIES TO BE MAINTAINED THAT ARE DAMAGED BECAUSE OF NON-COMPLIANCE WITH THIS PROVISION SHALL BE REPLACED AT THE CONTRACTOR'S OWN EXPENSE.

9. THE CONTRACTOR SHALL PROVIDE TEMPORARY TOILET FACILITIES AND HAND SANITIZING STATIONS FOR THE USE OF ALL THE CONTRACTORS PERSONNEL EMPLOYED ON THE WORK SITE. THE FACILITIES SHALL BE MAINTAINED IN PROPER SANITARY CONDITION THROUGHOUT THE PROJECT. THE LOCATION OF THE TEMPORARY FACILITIES SHALL BE APPROVED BY THE ENGINEER.

10. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE NPDES PERMIT AND SWPPP MANUAL. IF NO NPDES PERMIT OR SWPPP MANUAL IS NEEDED FOR THE PROJECT THE CONTRACTOR SHALL PERFORM SOIL EROSION SEDIMENT CONTROL BEST PRACTICES OR AS DIRECTED BY THE OWNER TO PREVENT ILLICIT DISCHARGES FROM THE SITE.

PROJECT SPECIFIC NOTES

1. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF INITIAL ACCEPTANCE OF THE WORK BY THE OWNER AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE.

2. ALL CONSTRUCTION WILL BE INSPECTED BY THE OWNER'S REPRESENTATIVE. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE MUNICIPALITY AS WELL AS THE STANDARD SPECIFICATIONS.

3. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER, THE MUNICIPALITY AND THEIR AGENTS, FROM ALL LIABILITY INVOLVED IN CONSTRUCTION, INSTALLATION AND TESTING OF THE WORK ON THIS PROJECT.

4. THE CONTRACTOR MUST CARRY INSURANCE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. ALL OFFICIALS, EMPLOYEES AND AGENTS OF GEWALT HAMILTON ASSOCIATES MUST BE LISTED AS ADDITIONAL INSURED.

5. ALL ELEVATIONS ARE ON NAVD 88 VERTICAL DATUM.

6. STOCKPILING MATERIAL WITHIN THE 100 YEAR FLOOD PLAIN AND OR THE FLOODWAY IS STRICTLY PROHIBITED

7. ALL STONE USED ON THE PROJECT SHALL BE CRUSHED UNLESS SPECIFICALLY NOTED OTHERWISE.

8. ALL CONCRETE SHALL CONSIST OF PORTLAND CEMENT CONCRETE MEETING REQUIREMENTS OF SECTION 1020. ALL POST FOUNDATIONS SHALL BE CLASS SI 3,500 PSI @ 14 DAYS. ALL CONCRETE REQUIRING A CURE TIME FASTER THAN 3 DAYS SHALL HAVE A MIX DESIGN SUBMITTED TO THE ENGINEER FOR APPROVAL. WHEN REQUIRED BY THE MUNICIPALITY, FLY ASH SHALL NOT BE USED IN THE MIX DESIGN. SLUMP SHALL BE 2-4" AND AIR CONTENT SHALL BE BETWEEN 5-8% UNLESS MODIFIED BY ARTICLE 1020.04.

9. SPREAD SCREENED TOPSOIL ON ALL DISTURBED AREAS AND PROPOSED GREEN AREAS. TOPSOIL SHALL COMPLY WITH REQUIREMENTS OF ARTICLE 1081.05.

SPECIAL PROVISIONS

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) MATERIAL DISPOSAL

WORK UNDER THIS ITEM SHALL BE PERFORMED IN COMPLIANCE WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) GUIDELINES IN EFFECT AT THE TIME OF CONSTRUCTION. THE CONTRACTOR WILL BE REQUIRED TO MAKE ALL ARRANGEMENTS FOR COORDINATION AND SUBMISSION OF THE NECESSARY DOCUMENTS WITH THEIR CHOSEN CCDD OR OTHER SUITABLE DISPOSAL FACILITY. WRITTEN CONFIRMATION OF PRELIMINARY APPROVAL MUST BE PROVIDED FROM THE DISPOSAL FACILITY AND CONFIRMED BY THE OWNER AS ACCEPTABLE. ALL SURPLUS, CLEAN MATERIAL GENERATED FROM THE CONTRACTOR'S ACTIVITIES MUST BE DISPOSED OF AT AN IEPA PERMITTED CCDD OR OTHERWISE ACCEPTABLE FACILITY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING DOCUMENTATION TO THE OWNER FOR EACH LOAD HAULED OFF-SITE SHOWING THE QUANTITY OF MATERIAL AND THE LOCATION THE MATERIAL WAS DISPOSED OF. NO EXTRA COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY EXPENSES INCURRED COMPLYING WITH THESE REQUIREMENTS INCLUDING BUT NOT LIMITED TO: DELAYS, INCONVENIENCE, OR INTERRUPTIONS IN THE WORK RESULTING FROM COMPLIANCE WITH THESE REQUIREMENTS. ALL COSTS ASSOCIATED WITH MATERIAL TESTING AND DISPOSAL SHALL BE INCLUDED IN THE COST OF THE CONTRACT.

EROSION CONTROL NOTES

1. AT A MINIMUM, THE CONTRACTOR SHALL INSTALL AND MAINTAIN SOIL EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE LATEST EDITION OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S URBAN MANUAL.

2. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS.

3. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ANY ROAD OF MATERIAL THAT IS FROM THE PROJECT. THIS WILL BE DONE AT THE CLOSE OF EACH DAY OF WORK OR MORE FREQUENTLY AS FIELD CONDITIONS WARRANT.

4. ALL STORM WATER STRUCTURES WITH OPEN LIDS SHALL BE PROTECTED WITH INLET FILTER BASKETS. DURING CONSTRUCTION, SEDIMENT SHALL BE REMOVED AS NEEDED, AND BASKETS SHALL BE REPAIRED OR REPLACED AS NEEDED.

5. AFTER ACHIEVING PERMANENT VEGETATION, ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE REMOVED, AND THE DRAINAGE STRUCTURES SHALL BE CLEANED.

6. THE CONTRACTOR SHALL KEEP A WATER SOURCE AT THEIR DISPOSAL FOR THE PURPOSE OF WATERING DOWN SOIL ON SITE AND ADJACENT ROADWAYS WHICH OTHERWISE MAY BECOME AIRBORNE.

7. THE CONTRACTOR SHALL STABILIZE ALL IDLE, DISTURBED AREAS WITHIN SEVEN DAYS OF CESSATION OF THE CONSTRUCTION ACTIVITIES IN THAT AREA.

8. THE CONTRACTOR IS EXPRESSLY ADVISED NOT TO DISTURB AREAS WHICH ARE OUTSIDE THOSE NECESSARY TO PROVIDE THE IMPROVEMENTS AS CALLED FOR IN THE PLANS.

9. ALL EROSION CONTROL MEASURES SHALL BE REPLACED IF DAMAGED OR MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

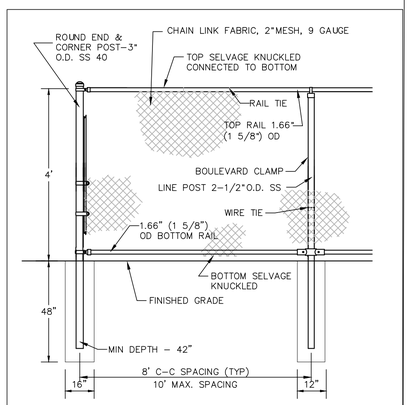
10. ALL BYPASS CHANNELS, MUST BE CONSTRUCTED SO THAT CHANNEL FLOWS WILL NOT CAUSE EROSION OF EXCAVATED MATERIAL. IN EACH CASE A SEDIMENTATION BASIN MUST BE CONSTRUCTED SO AS TO ALLOW THE SEDIMENT TO SETTLE PRIOR TO THE DOWNSTREAM OUTLET OF THE PROJECT AREA.

11. PUMPS MAY BE USED AS BYPASS DEVICES, BUT IN NO CASE WILL THE WATER BE DIVERTED OUTSIDE THE PROJECT LIMIT. ALL PUMPED WATER SHALL BE FREE OF SILT. PUMPING MAY REQUIRE THE USE OF A SEDIMENT CONTAINMENT FILTER BAG AND OTHER SUPPLEMENTAL SEDIMENT CONTROL MEASURES.

12. CONCRETE WASHOUT FACILITIES SHALL BE MADE AVAILABLE IF NEEDED, AND PROPERLY MAINTAINED THROUGHOUT THE PROJECT.

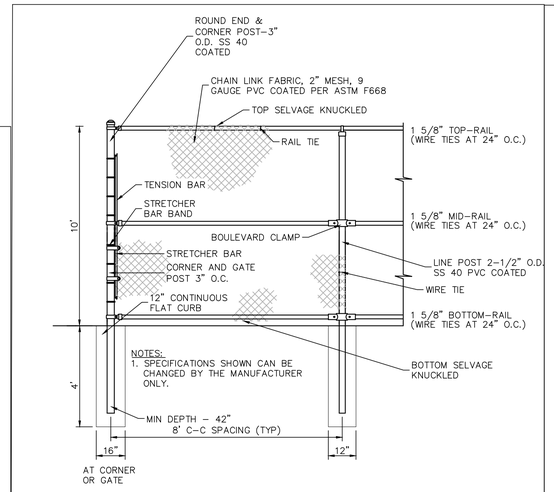
13. PROPERLY MANAGE ALL MATERIAL STORAGE AREAS, PORTABLE TOILETS, AND EQUIPMENT FUELING, CLEANING, AND MAINTENANCE AREAS TO ENSURE THESE AREAS ARE FREE OF SPILLS, LEAKS, OR OTHER POTENTIAL POLLUTANTS.

14. WASTE, CONSTRUCTION DEBRIS, AND BUILDING MATERIALS SHALL BE COLLECTED AND PLACED IN APPROVED RECEPTACLES.



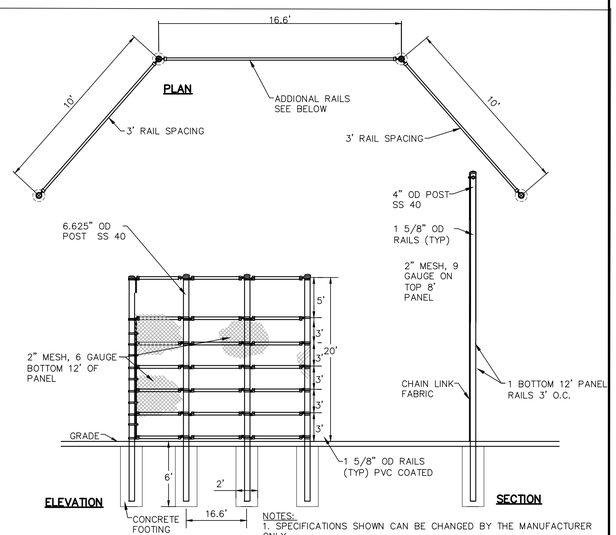
NOTES:
1. SPECIFICATIONS SHOWN CAN BE CHANGED BY THE MANUFACTURER ONLY.
2. FOOTING WIDTH TO BE (4)X POST WIDTH.
3. ALL FENCING AND POSTS SHALL BE FUSE BONDED BLACK COATED FENCE
4. BOTTOM RAIL ON ALL FENCING SHALL BE A MAX. OF 2" ABOVE THE FINISHED GRADE.

4' FENCE DETAIL



NOTES:
1. SPECIFICATIONS SHOWN CAN BE CHANGED BY THE MANUFACTURER ONLY.
2. ALL AND POSTS SHALL BE FUSE BONDED BLACK COATED FENCE.
3. BOTTOM RAIL ON ALL FENCING SHALL BE A MAX. OF 2" ABOVE THE FINISHED COURT GRADE. VINYL COVER. #3 BRASS GROMMETS SHALL BE INSTALLED 12" C-C ALONG TOP, MIDDLE AND BOTTOM.
4. ATTACH FENCE WIRE TIES, 12" C-C.

10' FENCE DETAIL



NOTES:
1. SPECIFICATIONS SHOWN CAN BE CHANGED BY THE MANUFACTURER ONLY.
2. ALL FENCING AND POSTS SHALL BE FUSE BONDED BLACK COATED FENCE.
3. BOTTOM RAIL ON ALL FENCING SHALL BE A MAX. OF 2" ABOVE THE FINISHED GRADE.

20' BASEBALL FIELD BACKSTOP

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

GENERAL NOTES AND DETAILS

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-DT.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DG
DATE: 03-24-25
SCALE: N.A.
SHEET NUMBER: 5
OF 10 SHEETS

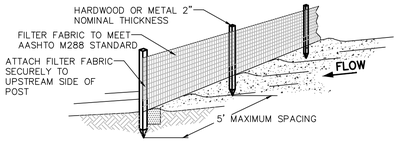
X:\AUTOCAD\5436.120 WSPD SPRING ROCK PARK PRAIRIE 6BLK\5436.120-DT.DWG 3/24/2025 4:17 PM

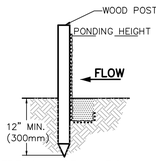
NOTES:

1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" (225mm) MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
4. FABRIC AND INSTALLATION SHALL MEET THE REQUIREMENTS OF ASSHTO STANDARD SPECIFICATION M-288-00.
5. SLICING METHOD IS PREFERRED.

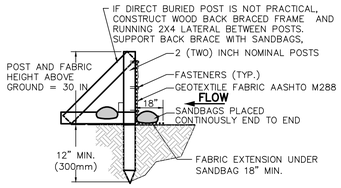
PROPERTY	TEST PROCEDURE	
Grab Elongation		
Machine Direction	ASTM D-4533	123 lbs
X-Machine Direction	ASTM D-4833	101 lbs
Permittivity	ASTM D-4491	0.05 sec^{-1}
A.S.O.	ASTM D-4751	30 u.s. Sieve
UV Stability	ASTM D-4355	70%

1. SET POSTS AND EXCAVATE OR SLIT-TRENCH A 6-INCH DEEP TRENCH UPSLOPE ALONG THE LINE OF THE POST
2. ATTACH AASHTO GEOTEXTILE FILTER FABRIC TO EACH POST WITH A MINIMUM OF 3(THREE) FASTENERS PER POST AND EXTEND TO THE BOTTOM OF THE TRENCH. ACCEPTABLE FASTENERS INCLUDE STAPLES, ZIP-TIES, OR WIRE TIES.
3. BACKFILL AND COMPACT THE EXCAVATED SPOIL MATERIALS





TRENCH INSTALLATION



INSTALLATION WITHOUT TRENCHING

03.15.2016

GHA GEWALT HAMILTON ASSOCIATES, INC.

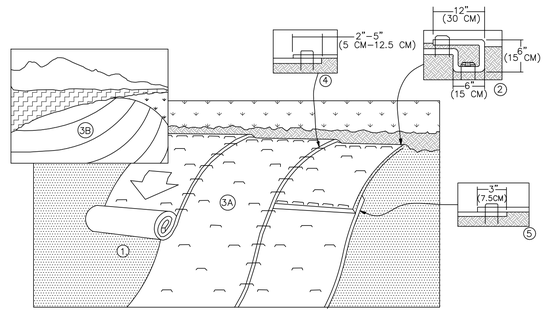
SILT FENCE INSTALLATION DETAIL

NOTES:

1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP'S), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECP'S IN A 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF RECP'S BACK OVER SEED AND COMPACTED SOIL. SECURE RECP'S OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE RECP'S.
3. ROLL THE RECP'S (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE. RECP'S WILL UNROLL WITH APPROPRIATE SIDE AGAINST SOIL SURFACE. ALL RECP'S MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECP'S MUST BE STAPLED WITH APPROXIMATELY 2"-5" (5 CM – 12.5 CM) OVERLAP DEPENDING ON RECP'S TYPE.
5. CONSECUTIVE RECP'S SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE RECP'S WIDTH.

NOTE:

*IN LOOSE SOIL, CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP'S.

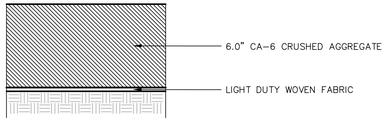


STAPLE PLACEMENTS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. SEE STAPLE PATTERN GUIDES FOR ACTUAL RECOMMENDED PLACEMENTS.

03.15.2016

GHA GEWALT HAMILTON ASSOCIATES, INC.

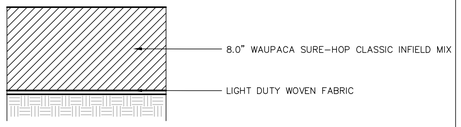
EROSION CONTROL BLANKET SLOPE INSTALLATION



02.01.2021

GHA GEWALT HAMILTON ASSOCIATES, INC.

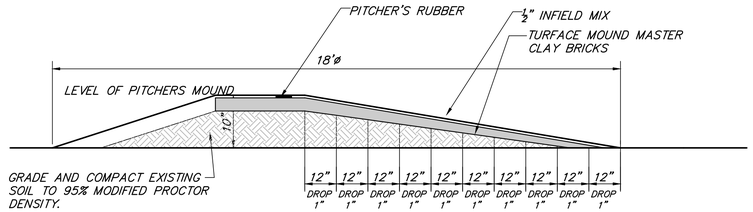
CA-6 CRUSHED STONE DETAIL



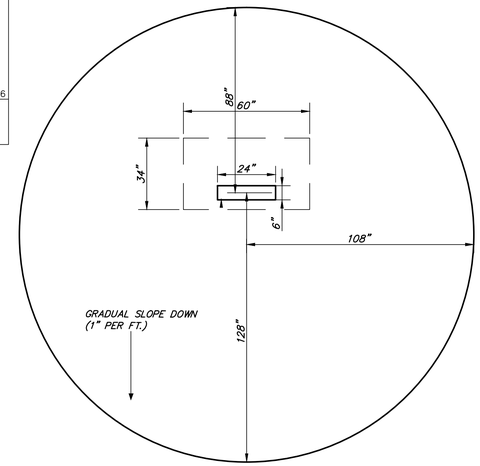
02.01.2021

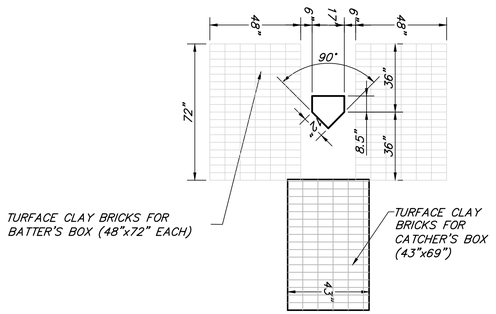
GHA GEWALT HAMILTON ASSOCIATES, INC.

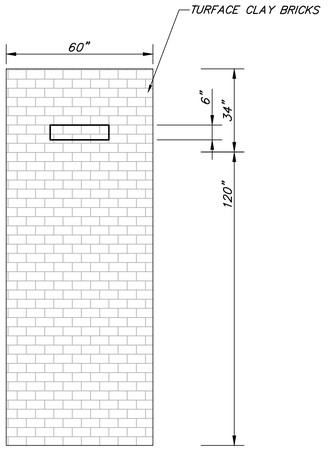
INFIELD MIX DETAIL



PITCHER'S MOUND DETAIL







BATTER'S BOX & CATCHER'S BOX DETAIL

WOVEN	STYLE DESCRIPTION	STANDARDS/REQUIREMENTS	RECOMMENDED PRODUCTS
LIGHT DUTY	SUBGRADE/SUBBASE SEPARATION	6 oz	
		MINIMUM GRAD TENSILE ASTM D4632 = 315 LBS	PROPEX GEOTEX 315ST
		MINIMUM TRAPEZOID TEAR ASTM D4533 = 113 LBS	US FABRICS 315
		MINIMUM FLOW RATE ASTM D4491 = 4 GAL/MIN/SQFT	TYPAR CLING GTF-300
			TENCATE MIRAFI 600X

Waupaca Sand & Solutions
Division of Faulks Bros. Construction, Inc.
E3481 Royalton Street Ph: 715-258-8566
Waupaca, WI 54981 Fax: 715-256-3983
www.WaupacaSand.com

Sure-Hop™ Classic Infield Mix
Baseball or Softball Field Infield Skin Surface

PART 1 – GENERAL

1.1 SUMMARY

A. This section includes the material and labor requirements for construction of a complete infield skin surface for the following items:

1. Sure-Hop™ Classic Infield Mix

B. Related Sections include, but are not limited to:

1. Site Preparation
2. Earthwork

1.2 SUBMITTALS

A. Prior to commencement of construction, contractor shall submit a sample of product to be utilized, and an independent laboratory test result indicating the particle size analysis and sand/silt/clay content of the product for approval from Owner's Representative. Tests shall be performed in accordance with ASTM F-1632.

1.3 PROJECT/SITE CONDITIONS

A. All site work and earth work shall be performed in accordance with the preceding sections.

B. Verify dimensions, compaction, and grading of sub base material prior to placement of the infield skin material.

C. Where infield skin material is indicated on plans to fit with other construction, verify dimensions of other construction prior to placement of infield skin material.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Installer of materials specified shall have a minimum of five successful installations of similar projects and materials, or approval by manufacturer.

Waupaca Sand & Solutions
Division of Faulks Bros. Construction, Inc.
E3481 Royalton Street Ph: 715-258-8566
Waupaca, WI 54981 Fax: 715-256-3983
www.WaupacaSand.com

PART 2 – PRODUCTS

2.1 INFIELD MIX MANUFACTURERS

A. Sure-Hop™ Classic Infield Mix is provided by the following manufacturer:

1. Waupaca Sand & Solutions, E3481 Royalton Street, Waupaca, WI 54981, Phone 715-258-8566, Fax: 715-256-3983, Website www.WaupacaSand.com, Email info@WaupacaSand.com

2.2 INFIELD MIX MATERIALS

A. Sure-Hop™ Classic Infield Mix manufactured by Waupaca Sand & Solutions, E3481 Royalton Street, Waupaca, WI 54981, Phone 715-258-8566

B. Particle Size Specification

1. Total sand content shall be 75-81%
2. Total combined silt and clay content shall be 19-25%
3. Particle size distribution shall be as follows:

% Passing	mm	US Sieve
85-100%	Gravel 2.0	10
67-96%	V. Coarse 1.0	18
50-86%	Coarse 0.5	35
38-71%	Medium 0.25	60
27-63%	Fine 0.15	100
17-25%	V. Fine 0.05	270

PART 3 – EXECUTION

3.1 SUB BASE VERIFICATION

A. Contractor shall verify that the sub base has been prepared according to specifications with regard to compaction and grade, and is free of debris prior to placement of infield skin material.

3.2 INFIELD MIX PLACEMENT

A. Place material in 2 inch lifts and compact. Scarify the surface to facilitate bonding of the next lift. Repeat until finish grade elevation is achieved.

B. Depth of material shall be 4 inches to 6 inches when compacted and finished.

C. Finish grade material with a box blade, laser grader, or equal, according to plans. A 0.5%-1.0% slope towards drainage areas is recommended to facilitate surface drainage.

Waupaca Sand & Solutions
Division of Faulks Bros. Construction, Inc.
E3481 Royalton Street Ph: 715-258-8566
Waupaca, WI 54981 Fax: 715-256-3983
www.WaupacaSand.com

3.3 INSPECTION

A. Entire playing field shall be checked for irregularities through visual observation and laser survey equipment and adjusted to meet the finish grade per the plans. Compacted Sure-Hop™ Classic Infield Mix shall be firm with no soft areas.

END OF SECTION

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

DETAILS

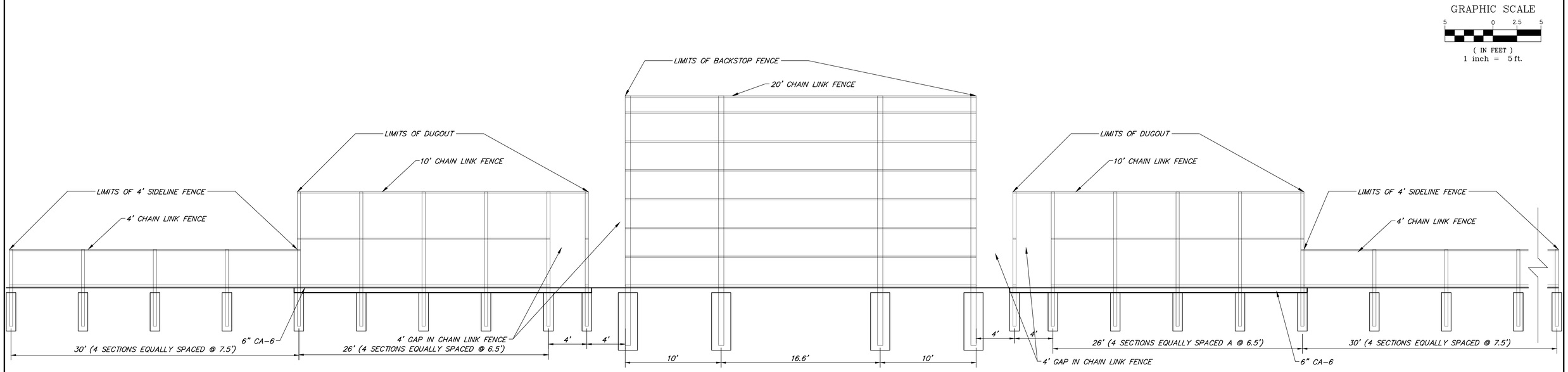
SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

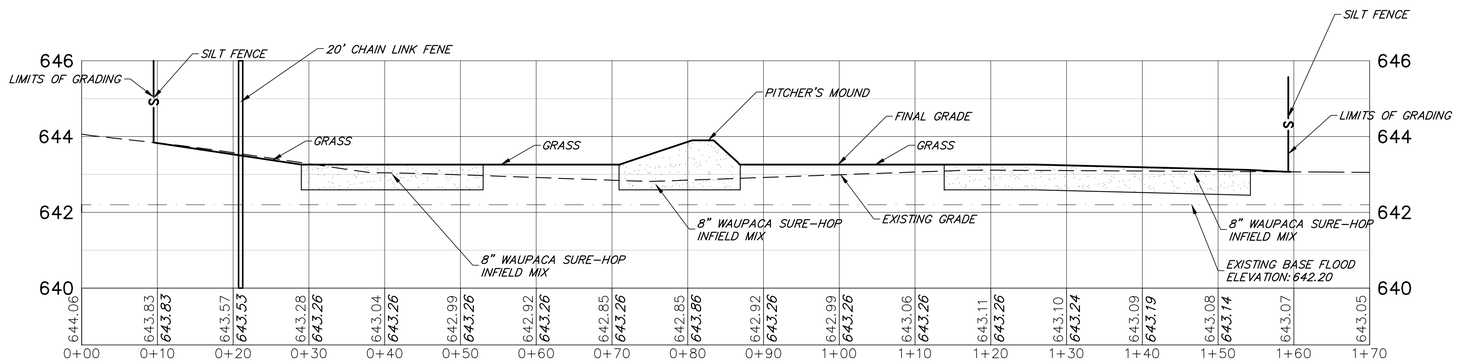
NO.	BY	DATE	REVISION

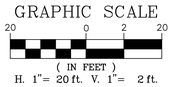
NO.	BY	DATE	REVISION

FILE: 5436.120-DT.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DC
DATE: 03-24-25
SCALE: N.A.
SHEET NUMBER: 6
OF 10 SHEETS

J:\5400\5436.120 WSPS SWIMMING POOL PARK ENHANCE 2025\5436.120-DT.DWG 3/24/2025 4:17 PM







GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

CROSS-SECTION A-A

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-PR.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DG
DATE: 03-24-25
SCALE: 1"=10'

SHEET NUMBER: 7 OF 10 SHEETS

N

GRAPHIC SCALE

10 0 5 10

(IN FEET)
1 inch = 10 ft.

-0.80'
-0.70'
-0.60'
-0.50'
-0.40'
-0.30'
-0.20'
-0.10'
0.00'
0.10'
0.20'
0.30'
0.40'
0.50'
0.60'

ALL EARTHWORK TICK VALUES ARE COMPARING EXISTING ELEVATION TO THE PROPOSED SUBGRADE ELEVATION

Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
SG-EG	1.00	1.00	16999.38 Sq. Ft.	162.681 Cu. Yd.	43.584 Cu. Yd.	119.097 Cu. Yd.<Cut>

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

CUT-FILL EXHIBIT

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-PR.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DG
DATE: 03-24-25
SCALE: 1"=10'
SHEET NUMBER: 8 OF 10 SHEETS

J:\5436\CAD\120_WSPS_SPRING_BROOK_PARK_PRACTICE_EBY\5436.120-PR.DWG 3/24/2025 4:19 PM

N

GRAPHIC SCALE

10 0 5 10

(IN FEET)
1 inch = 10 ft.

Maximum Elevation	Color Scheme
-0.10'	
0.00'	
0.10'	
0.20'	
0.30'	
0.40'	
0.50'	
0.60'	
0.70'	
0.80'	
0.90'	
1.00'	
1.10'	

ALL EARTHWORK TICK VALUES ARE COMPARING EXISTING ELEVATION TO THE PROPOSED FINAL GRADE ELEVATION

Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
EG-FG	1.00	1.00	16999.38 Sq. Ft.	3.650 Cu. Yd.	84.349 Cu. Yd.	80.699 Cu. Yd.<Fill>

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

CUT-FILL EXHIBIT

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-PR.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DC
DATE: 03-24-25
SCALE: 1"=10'
SHEET NUMBER: 9
OF 10 SHEETS

N

GRAPHIC SCALE

10 0 5 10

(IN FEET)
1 inch = 10 ft.

TG#369

TG#368

-1.30'
-1.20'
-1.10'
-1.00'
-0.90'
-0.80'
-0.70'
-0.60'
-0.50'
-0.40'
-0.30'
-0.20'
-0.10'
0.00'
0.10'

ALL EARTHWORK TICK VALUES ARE COMPARING PROPOSED SUBGRADE ELEVATION TO THE PROPOSED FINAL GRADE ELEVATION

Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
SG-FG	1.00	1.00	16999.38 Sq. Ft.	200.052 Cu. Yd.	0.256 Cu. Yd.	199.796 Cu. Yd.<Cut>

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

CUT-FILL EXHIBIT

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-PR.dwg
DRAWN BY: JMB
DATE: 03-24-25
CHECKED BY: DC
DATE: 03-24-25
GHA PROJECT # 5436.120
SCALE: 1"=10'
SHEET NUMBER: 10
OF 10 SHEETS

Protecting Our Water Environment

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

BOARD OF COMMISSIONERS
Kari K. Steele
President
Patricia Theresa Flynn
Vice President
Marcelino Garcia
Chairman of Finance
Precious Brady-Davis
Yumeka Brown
Cameron Davis
Beth McElroy Kirkwood
Eira L. Corral Sepúlveda
Sharon Waller

September 3, 2025

Mr. Donald E. Dixon, P.E.
Principal
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061

Dear Mr. Dixon:

Subject: Watershed Management Ordinance Permit Applicability
Spring Rock Park
4400 Central Avenue
Western Springs, IL

This is in response to your letter, dated August 21, 2025, requesting whether a Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) permit will be required for the subject project. As described in your letter and shown on the submitted exhibits, the proposed project includes a baseball field, dugouts with roofs, and grading. The dugouts are less than 0.10 acre and surrounded by a majority of pervious land. Locally required detention was provided under MWRD Permit No. 2014-0204, and detention was provided on the property holdings under MWRD Permit No. 2019-0224. Approximately 0.23 acre of aggregate development was documented under the attached permit determination letter. The development appears to be located outside the flood protection area (FPA). The area of property holdings is greater than 3.0 acres and appears to be less than 30 percent impervious. Less than 0.50 acre of development is proposed. Storm sewers in the combined sewer area (CSA) and sanitary sewers are not proposed.

In-kind landscape area replacement, without grading or drainage modifications may be considered maintenance. Since the proposed project includes less than 0.50 acre of development and does not include development in the FPA, a WMO permit will not be required. Pervious land to remain pervious and the dugout outdoor accessory features may be considered open space development, which is not subject to §503 volume control or §504 detention requirements. Prior to conducting any work, be sure to contact the local, state, and federal authorities to obtain any and all approvals for the project.

This permit determination is dependent on the information provided and may change if the project scope is modified. If you have any questions, please email me at MihalacheC@mwrd.org.

Sincerely,

Constance Mihalache

Constance Mihalache, PhD, P.E.
Senior Civil Engineer

CM
Attachment
cc: Jeff Koza, Authorized Municipality Enforcement Officer, Village of Western Springs
Permit Files 2014-0204 and 2019-0224
PD#195

Protecting Our Water Environment

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

BOARD OF COMMISSIONERS

Kari K. Steele
President
Kimberly Du Buclet
Vice President
Marcelino Garcia
Chairman of Finance
Yumeka Brown
Cameron Davis
Patricia Theresa Flynn
Daniel Pogorzelski
Eira L. Corral Sepúlveda
Mariyana T. Spyropoulos

April 5, 2023

Mr. Donald E. Dixon, P.E.
Principal
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061

Dear Mr. Dixon:

Subject: Watershed Management Ordinance Permit Applicability
Spring Rock Park
4400 Central Avenue
Western Springs, IL

This is in response to your letter, dated March 14, 2023, requesting whether a Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) permit will be required for the subject project. As described in your letter and shown on the submitted exhibits, the proposed project includes pickleball courts, a parking lot expansion, and sidewalk. Per your letter, the pickleball courts replace tennis courts that were recently used as a construction staging area for an Illinois Tollway project. Your letter indicates the proposed pickleball courts will return a portion of the tennis court area to original conditions, with similar grading and drainage patterns. Detention was provided on the property holdings under MWRD Permit No. 19-224 for greater than 0.50 acre of development; locally required detention was also provided under MWRD Permit No. 14-204. The area of property holdings is greater than 3.0 acres. Per your electronic correspondence, dated April 4, 2023, the proposed development area is less than 0.50 acre, and it appears 0.23 acre of non-open space development is proposed. Sanitary sewers are not proposed.

In-kind athletic court replacement, with no change in grading, drainage characteristics, or use may be considered maintenance. Since the proposed project includes less than 0.50 acre of development and does not include qualified sewer construction, a WMO permit will not be required. Detention is required; however, it may be deferred until such time a WMO permit is required. The proposed aggregate development area is 0.23 acre, which excludes open space development. Prior to conducting any work, be sure to contact the local, state, and federal authorities to obtain any and all approvals for the project.

This permit determination is dependent on the information provided and may change if the project scope is modified. If you have any questions, please email me at MihalacheC@mwrd.org.

Sincerely,

Constance Mihalache

Constance Mihalache, PhD, P.E.
Senior Civil Engineer

CM
cc: Jeff Koza, Authorized Municipality Enforcement Officer, Village of Western Springs
Permit Files 14-204 and 19-224
PD#38

eff. 8/1/2019

eff. 8/19/2

PROPOSED LEGEND

- 6" CA-6 CRUSHED AGGREGATE
- WAUPACA SURE-HOP CLASSIC INFIELD MIX
- SEED RESTORATION NAGS75 BLANKET, FIELD OF DREAMS GAME DAY SEED MIX, 6" PULVERIZED TOPSOIL
- 18' FENCE
- 10' FENCE
- 9' FENCE
- 4' FENCE
- TREE TRUNK PROTECTION FENCE
- PERIMETER EROSION BARRIER
- 500-YR STORM ELEVATION (643.75)
- B.F.E. LINE (642.30)
- ×670.30 PROPOSED SPOT ELEVATION
- XXX CONTOUR
- 0.50% SLOPES
- SUMMIT SUMMITS
- 100 YR STORM LINE
- 500 YR STORM ELEVATION

500-YR FLOODPLAIN ELEVATION: 643.75

500-YR PUBLISHED FLOODPLAIN

100-YR PUBLISHED FLOODPLAIN

0+00

1+00

1+70

642

Zone AE

500-YR BASE FLOOD ELEVATION: 643.75

100-YR BASE FLOOD ELEVATION: 642.30

N

GRAPHIC SCALE

10 0 5 10

(IN FEET)

1 inch = 10 ft.

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

FEMA FIRM LIMITS EXHIBIT

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-PR.dwg
DRAWN BY: JMB
DATE: 03-24-25
CHECKED BY: DC
DATE: 03-24-25
GHA PROJECT # 5436.120
SCALE: 1"=10'
SHEET NUMBER: EX1
OF 1 SHEETS

FEMA FLOODPLAIN & STORMWATER

The subject improvements for the Softball Practice field are located in the far northwest corner of Spring Rock Park. The disturbed limits are just north of the 100-year Base Flood Elevation published at 642.20. Floodplain is established by elevation on the site. The existing conditions topography was developed into a 3-D model with the site floodplain limits interpolated from the model. The Site Plan shows that the disturbed area falls outside the floodplain, therefore no FEMA permitting is required.

The field improvements primarily consist of minor re-grading, earth excavation & placement of infield mix along baselines, and placement of two each open air, fenced dugouts with compacted stone surface. The dugout surfaces are the only new impervious areas added to the project. At 217 square feet each, this provides 434 square feet of 0.01 acres of new impervious. The attached letter “Watershed Management Ordinance Permit Applicability” issued by MWRD on April 5, 2023 identifies that approximately 0.23 acres of new impervious area was added to the site with the Pickleball project. Based upon MWRD guidance, 0.27 acres (0.50 – 0.23) of impervious area can be added in aggregate until the 0.50-acre threshold of new impervious is reached.

There is no qualified sewer proposed with this project, therefore no MWRD permit is required.

Western Springs Little Leauge (WSLL)
Spring Rock Park
Sign Plan

Refer to Exhibit A for location map
Refer to Exhibit B for Images of Scoreboards and Scoreboard Signage
Refer to Exhibit C for detailed plans of Champions Wall

Rules for WSLL Signage

No signs shall be illuminated
Banner signs may be displayed along baseball/softball field fencing.
Banner signs on baseball/softball field fencing shall not exceed height of fence
Banner signs on baseball/softball fencing shall only be displayed during duration of the season. Signs must be removed no later than 30 days following the end of the season.
No signs shall be obscene.
Sponsorship signs are allowed above and below the scoreboards. The width of the sign must match the width of the score board and installed above the fence line.
No sponsership signs are permitted on the rear of the scoreboard for Fields B West, A Ball, or Matt Orth.

Scoreboards	Width (ft.)	Height (ft.)	Area (sq. ft.)	Overall Height (ft.)	Location
Scoreboard #1	8.00	6.00	48.00	16.50	B West Right Field Outfield
Scoreboard #1 Top Sponsorship Sign	8.00	2.50	20.00		B West Right Field Outfield
Scoreboard #1 Below Sponsorship Sign	8.00	3.00	24.00		B West Right Field Outfield
Scoreboard #2	8.00	8.50	68.00	16.50	A Ball Right Field Outfield
Scoreboard #2 Top Sponsorship Sign	8.00	2.50	20.00		A Ball Right Field Outfield
Scoreboard #2 Below Sponsorship Sign	8.00	3.00	24.00		A Ball Right Field Outfield
Scoreboard #3	8.00	4.00	32.00	10.00	Matt Orth Left Field
Scoreboard #3 Top Sponsorship Sign	8.00	1.00	8.00		Matt Orth Left Field
Scoreboard #3 Below Sponsorship Sign	8.00	4.00	32.00		Matt Orth Left Field

Champions Wall	Width (ft.)	Height (ft.)	Area (sq. ft.)	Overall Height (ft.)	Location
Front Side (Facing South)				25.17	A Ball Field Outfield
Sponsorship sign 1	6.00	3.50	21.00		
Sponsorship sign 2	6.00	3.50	21.00		
Sponsorship sign 3	6.00	3.50	21.00		
Sponsorship sign 4	6.00	3.50	21.00		
Sponsorship sign 5	6.00	3.50	21.00		
Sponsorship sign 6	6.00	3.50	21.00		
Sponsorship sign 7	6.00	3.50	21.00		
Sponsorship sign 8	6.00	3.50	21.00		
Sponsorship sign 9	6.00	3.50	21.00		
Bottom border signage	18.00	2.00	36.00		
CHAMPIONS' text	18.00	1.00	18.00		
WESTERN SPRINGS' text	7.50	0.50	5.50		
LITTLE LEAGUE' text	7.50	0.50	5.50		
Back Side (Facing North)				25.17	
Sponsorship sign 1	9.75	5.75	56.06		
Sponsorship sign 2	9.75	5.75	56.06		
Sponsorship sign 3	9.75	5.75	56.06		
Sponsorship sign 4	9.75	5.75	56.06		
Thank you' Sign	18.00	1.00	18.00		



This aerial image illustrates the locations of the six fields included in the signage plan: the North and South Softball Fields, Matt Orth Field, A Ball Field, B West Field, and the New Softball Fields. The scoreboards are labeled numerically (1 through 3), and the Champions Wall is identified. The areas highlighted in yellow represent approximate locations of existing fencing that will be incorporated into the signage plan. *Some areas of yellow are obscured by the trees*. The new Softball field is an approximate location.

Exhibit B to Western Springs Little League (WSLL) Spring Rock Park Sign Plan

Images of Scoreboards and Scoreboard Signage

Scoreboard #1 (B West Field)





Scoreboard #2 (A Ball Field)



Scoreboard #3 (Matt Orth Left Field)

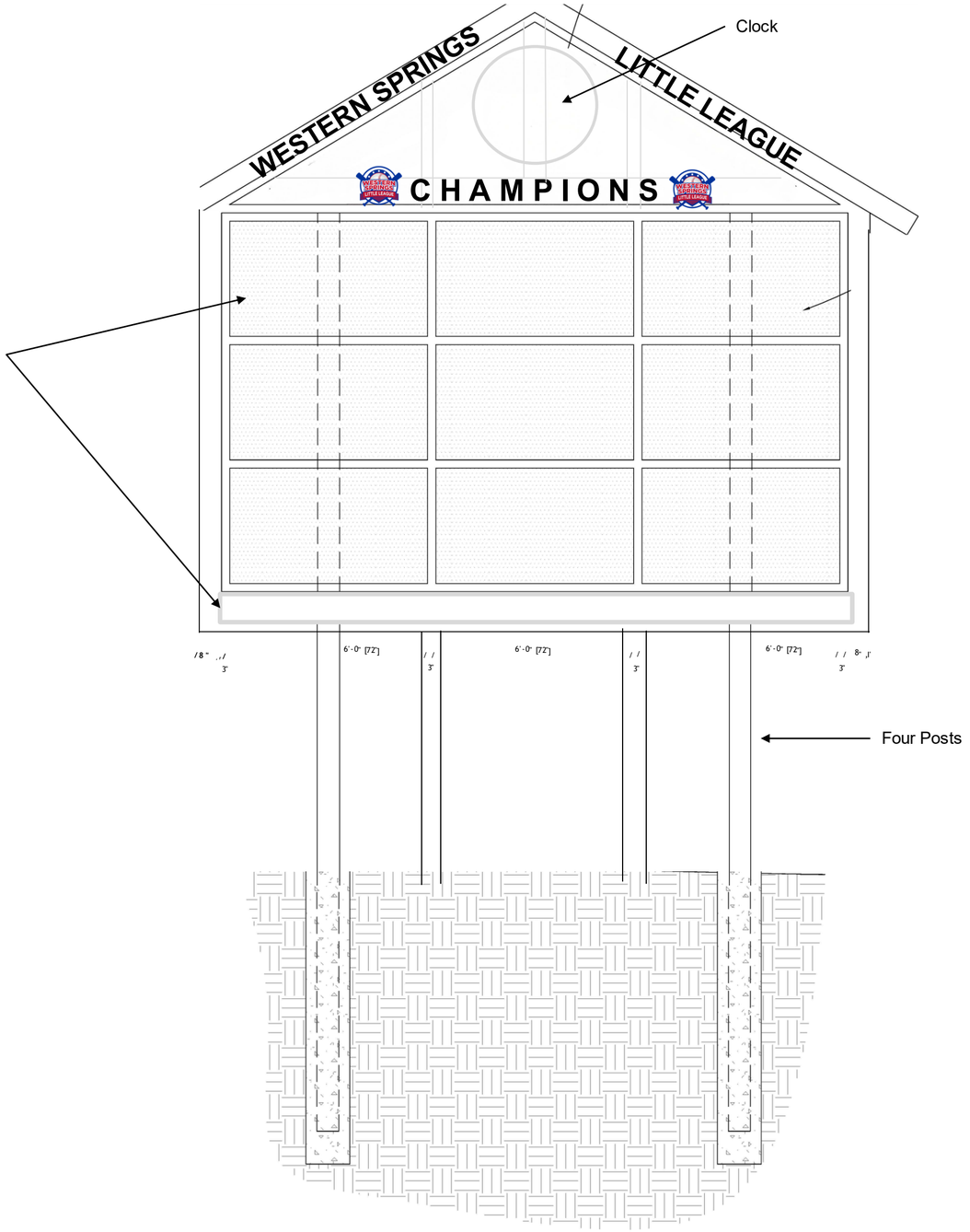


Exhibit C

South Facing Side

Signage Area:

The signage plan designates specific areas on the south-facing wall for signs and/or sponsor displays. These include nine rectangular sections, each measuring 3.5 feet in height by 6 feet in width, as well as an additional rectangular area measuring 18 feet in width by 1.5 feet in height.



North Facing Side

Signage Area:

The signage plan designates specific areas on the north-facing side for sign and/or sponsor displays, accommodating no fewer than four and no more than nine equally sized rectangular panels. If configured with four panels, each will measure 5.75 feet in height by 9.75 feet in width. If configured with nine panels, each will match the dimensions of the north-facing wall signage at 3.5 feet in height by 6 feet in width.

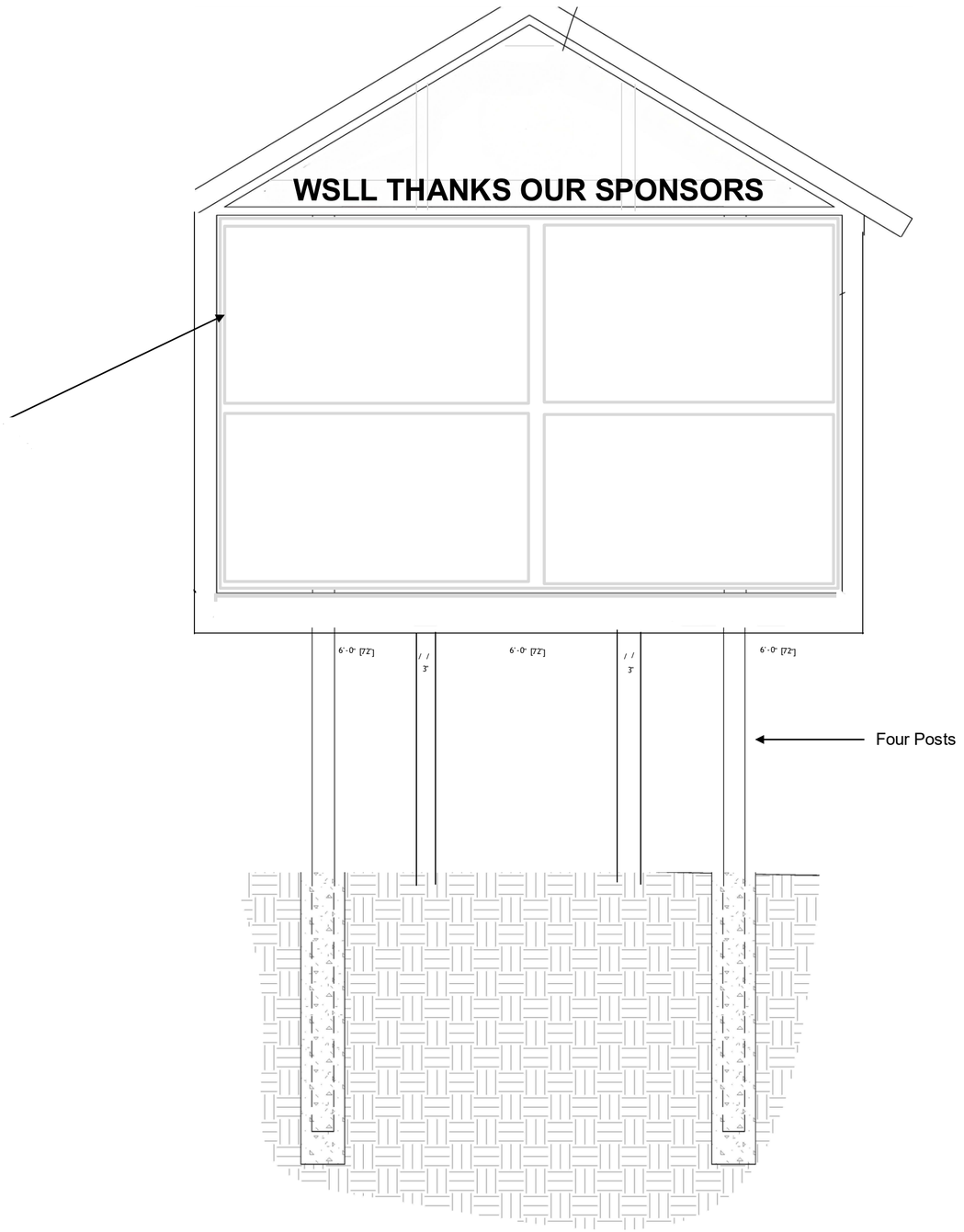


Exhibit "B"

Western Springs Plan Commission Recommendation No. 25-03

(On file with the Village Clerk's Office and incorporated into this Ordinance by reference)

WESTERN SPRINGS PLAN COMMISSION
REPORT AND RECOMMENDATION NO. 25-03

PLAN COMMISSIONERS PRESENT: Glimco, Winegar, Hanson, DeProsperis, Turner, Johann.

ABSENT: Brumbaugh.

OTHER: None.

DATE: October 6, 2025

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

RE: PC-2025-03: Application for an Amendment to the Conditional Use Permit for the Construction, Operation, and Maintenance of a Multi-Use Softball Field and Signage at the 4400 Central Avenue Property (Spring Rock Park)

[APPROVAL/DENIAL] of an Amendment to a Conditional Use Permit (CUP) to Construct and Maintain a Multi-Use Softball Field and Signage (the "Project" or "Development").

[APPROVAL/DENIAL] of Modifications from the following regulations:

- **Section 9-10-9(E)(1) Institutional Identification Signs For Institutional And Other Nonresidential Uses: There shall be no more than one sign per lot, parcel or tract. No sign shall exceed thirty (30) square feet in area per sign face.**
- **Section 9-10-9(E)(2) Institutional Identification Signs For Institutional and Other Nonresidential Uses: Height: No sign shall project higher than seven feet (7') above the ground level at the base of the sign.**
- **Section 9-10-9(G) Temporary Signs Permitted in Residential Districts**
  - **9-10-9(G)(1): No such sign, other than a personal celebration sign, shall exceed a surface area of six (6) square feet per sign face and twelve (12) square feet total.**
  - **9-10-9(G)(2): No more than two (2) temporary signs shall be placed on the property at any one time, and no more than one temporary sign of a particular type shall be placed on the property at any one time.**
  - **9-10-9(G)(4): No such sign, other than a personal celebration sign, shall project higher than forty two inches (42") above the ground level at the base of the sign.**
- **Section 10-4-4(F)(3)(a)(2): No fence or wall which exceeds seventy two inches (72") in height above ground level shall be erected in side yards or in rear yards of any residential structure in the A, R1, R2, R3 and R4 residential districts. Fences which are located in side and rear yards which abut business districts may reach height not to exceed ninety six inches (96") above ground level. Fences and walls which are located in the rear yards of reversed corner lots which abut the public right of way and/or the front yard of an adjoining lot shall not exceed forty two inches (42") in height.**

Applicant:	**Western Springs Little League (WSLL)**
Property Owner:	**Western Springs Park District (WSPD)**
Property:	**4400 Central Ave, Western Springs, Illinois 60558**
Current Zoning:	**R2 – Single-Family Residence District**

I. BACKGROUND FACTS

1. On August 1, 2025, Western Springs Little League (the "Applicant" or "WSLL") filed a General Information Application for Land Use and Development in the Village with supporting documents (the "Application") for Spring Rock Park, located at the 4400 Central Avenue Property (the "Property"). Western Springs Park District (the "Property Owner" or "WSPD") is the owner of the "Property".

2. The Applicant submitted the Application and supporting documents to petition for approval of all necessary zoning relief in accordance with the applicable provisions of the Village's Municipal Code and the Development Control Ordinance ("DCO") in order to construct, operate and maintain a multi-use softball and soccer field and sponsorship signage at the Property. The Application proposes a new multi-use softball with accessory features (infield fencing, player dugouts, etc.) as well additional sponsorship signage for the Property's baseball and softball fields, including additional signage on the Property's existing Champion's Sign. The requested "Zoning Relief" is set forth in the Application (i.e., approval of an amendment to the Conditional Use Permit to complete the Project). The Property is legally described in the Application, and commonly referred to as Spring Rock Park.

3. The Application consists of information supporting the requested Zoning Relief, a description of the proposed improvements to be constructed as part of the Project, and the proposed Design Plans, copies of which are incorporated by reference into this Report and Recommendation as **Group Exhibit "A"** and made a part hereof.

4. Based on the regulations set forth in the Village's DCO, the requested Zoning Relief has to be considered by the Plan Commission at a public hearing and then the Village Board must approve the Zoning Relief.

5. Pursuant to notice published and posted as required by State law and the Western Springs Municipal Code, on **October 6, 2025,** the Plan Commission conducted a public hearing to consider the Zoning Relief requested in the Application (the "Public Hearing").

6. At the Public Hearing, the Plan Commission considered and accepted into the public record written and oral testimony, including documents that were marked as exhibits for identification purposes, which were submitted and/or presented by the **Applicant and the Applicant's representative (Tom Olk of Western Springs Little League, Dennis Conway of Western Springs Little League, Don Dixon of Gewalt Hamilton Associates Inc,** Village Attorney Anne Skrodzki, the **Interested Parties (Russ Hartigan, Gary Bazzoni, Phil Richard, Shawn Clark, Tom Salvino, Sarah Severson, Greg Lopez, Joe Geraghty, Debra Schmidt, Marta Malarky, Chris Motenson, Betsy Pasquinelli, Catherine Lopez, David Stott),** the Village Manager (Ellen Baer), the Community Development Director (Heather Valone), the Engineering Services Director (Jeff Koza), the Senior Planner (Kelsey Fawell), and the public. All of the written and oral testimony, exhibits and a transcript of the Public Hearing were incorporated in and made a part of this Recommendation. Each of the documents accepted into the record and identified by an exhibit number are identified below:

A. The Application with its attachments (incorporated by reference as **Group Exhibit "*A*"**).

B. The Public Hearing Notice, the Newspaper Publisher's Certificate dated **September 18, 2025**, the Affidavit of Mailing of Public Hearing Notice and Newspaper Publication dated **October 6, 2025,** submitted by Heather Valone, the Affidavit of Posting of Signage for Public Hearing dated **October 3, 2025** and prepared and executed by Village Building Official Robert Schmidt confirming that the required mailing, publications and sign postings of the Public Hearing Notice to surrounding Property owners and taxpayers of record were performed in accordance with State law (incorporated by reference as **Group Exhibit "B"**).

C. Village Staff Memorandum dated **October 6, 2025,** and prepared by Community Development Director Heather Valone and Senior Planner Kelsey Fawell ("Village Staff Memo") and (incorporated by reference as **Group Exhibit "C**").

D. The Village's Official Land Use Plan adopted by Ordinance No. 03-2226 dated February 24, 2003, as amended by Ordinance No. 11-2643 dated August 22, 2011 (the "2011 Western Springs Downtown Redevelopment Plan" or "2011 Downtown Plan") (incorporated by reference as **Group Exhibit "D"**).

E. The Official Zoning Map of the Village (incorporated by reference as **Group Exhibit "D"**).

F. The Western Springs Municipal Code, including the Development Control Ordinance ("DCO") (incorporated by reference as **Group Exhibit "D"**).

G. The transcript of the October 6, 2025**,** Public Hearing prepared by a court reporter Hailey M. Shoot (incorporated by reference as **Exhibit "E"** and retained on file with the Community Development Department).

H. Additional documents submitted to the Plan Commission during the Public Hearing (each being incorporated by reference into this Recommendation and retained on file with the Community Development Department), consisting of:

- Supplemental Application Materials (**Exhibit "F"**): **Petition in Support of Application**

- Additional Application Materials (*Submitted by Applicant post-Public Hearing at instruction of Plan Commission)* (**Group Exhibit "G"**): **Western Springs Little League (WSLL) Spring Rock Park Sign Plan**

Materials Submitted by Interested Parties (**Group Exhibit "H"**):

- Public comment dated October 6, 2025 and prepared by Gary Bazzoni [8 pages] (incorporated by reference as Group Exhibit "H-1").
- Public comment letter dated October 6, 2025 and prepared by Erwin Thimm M.D. [1 page] (incorporated by reference as Group Exhibit "H-2").
- Public comment email submitted [dated] and prepared by Tom Salvino (incorporated by reference as Group Exhibit "H-3").

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

8. The Village's Code Officer, Community Development Director Heather Valone, and Senior Planner Kelsey Fawell have submitted the Village Staff Memo, which reviews the Application, the applicable provisions of the DCO and the Zoning Relief requested, and concludes that the Project meets the applicable DCO provisions for purposes of conducting the Public Hearing and consideration of approval of the requested Zoning Relief. See, **Group Exhibit "C"**.

9. Subject to the Zoning Relief requested, the Application and other submittals by the Applicant conform to the applicable requirements of the Western Springs Municipal Code, including Title 10

(Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), Subsection 14 (Conditional Uses).

II. FINDINGS OF FACT

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

A. Conditional Use Permit Standards Based upon the Petition and the testimony and evidence presented at the Public Hearing, the Plan Commission has considered each of the seven standards set forth in Title 10 (Development Control Ordinance); Chapter 3 (Administrative Bodies and Procedures); Subsection 10-3-14 (Conditional Uses) of the Village Code and made the finds as follows:

Standards for Approval of Amendments to Conditional Uses

The Findings of Fact relative to Subsection 10-3-14(G)(4) (Standards) of the DCO for approval of amendments to Conditional Uses are as follows:

1. That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The Applicant states in the application materials that the establishment, maintenance or operation of the development will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The existing public park and playground use will not be changed by this amendment request; however, Spring Rock Park will be providing an additional recreational facility which is expected to generate more visitors to the park. This could bring about an impact on parking and traffic during peak times with multiple games and park events happening. The Applicant contends the events for the multi-use softball field will occur during off-peak hours and that traffic complaints received will be minimal. The proposed field is located in the northwest corner of the park, adjacent to the BNSF railway and I-294 Tollway, which is furthest location on the subject property from nearby single-family residences.

The Applicant is proposing a rear additional sign face on the existing Champion's Sign. Currently there is only signage on the sign face facing south; the Applicant is proposing signage on the face facing north. There are no changes to the structure itself, the signage area will mirror the area on the north side. The proposed additional rear signage on the back of the Champion's Sign can be seen from Burlington Avenue and BNSF railway. This signage will include sponsorship for both commercial and noncommercial properties. The existing signage scoreboards have been located at the park serving two fields for a number of years. This request is not proposing any changes to any signage on site aside from the Champion's Sign. Sponsorship banners located along fencing of fields within the park are not visible from the property's lot lines. All WSPD public parks and playgrounds are zoned within a single-family residential district. As such, the proposed signage is reviewed to the sign regulations for institutional and nonresidential uses within residential districts.

The Plan Commission finds that the establishment, maintenance or operation of the Development **will not** be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The Plan Commission finds the proposed improvements **will not** generate enough traffic to become a detriment to the public.

2. **That the conditional use will not be injurious to the uses and enjoyment in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair Property values within the neighborhood in which it is to be located.**

   The Plan Commission finds that the establishment, maintenance or operation of the Development **will not** be detrimental to or endanger the public health, safety, morals, comfort or general welfare. Spring Rock Park is an existing public park with an existing CUP. The existing use is not proposed to change. No lighting is proposed is conjunction with signage or the field. The Applicant contends they will be utilizing the field until dusk. Since a new facility is being proposed, it is expected there will be impacts to traffic and parking on the site. As mentioned above, the DCO currently does not have minimum parking requirements for public parks. A condition of Ordinance No. 24-3171 (the most recent CUP amendment for the pickleball courts), there are seven "land banked" parking spaces at the administrative building that must be constructed if there is determined to be a shortfall within Spring Rock Park.

   No new structures for signage are being proposed, only additional signage on the rear of an existing sign, facing north. As noted above, the additional sponsorship signage is visible from Burlington Avenue and BNSF railway. There are two scoreboards on the property that are existing with no changes proposed. WSLL installs sponsorship banners along the fences of the park's fields, which can be seen within the park's public thoroughfare but not from the property's lot lines.

3. **That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

   The Plan Commission finds that the establishment of the conditional use **will not** impede the normal and orderly development and improvement of the surrounding Property for uses permitted in the district. Spring Rock Park is an existing public park with an existing CUP. The existing use is not proposed to change. The adjacent properties are fully developed and occupied with permitted uses within their respective zoning districts. The adjacent uses are primarily single-family residential, with a few properties zoned O - Limited Office District (Smiles for Life Pediatric Dentistry), R-3 Two-Family Residence District. Single-Family, and C-2 Community Shopping District (Boone Animal Hospital). The BNSF railway is located to the north and the I-294 Tollway to the west.

4. **That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided.**

   The application is not proposing any walking paths in association with the proposed field. The field is proposed in the northwest portion of the site surrounded by grassy areas. The new publicly accessible softball fields proposed at the Spring Rock Park facility will require, among several items, a continuous and unobstructed accessible

route to the new fields and related facilities from the points of access / entry at the park [e.g. Parking lot]. The State of Illinois Environmental Barriers Act (410 ILCS 25/4) outlines the required provisions and requirements of this act be drawn from the current edition [2018] of the Illinois Accessibility Code and the federal 2010 Americans with Disability Act Accessibility Guidelines (ADAAG) standard, from which the state base model code is derived and amended. Between the two sets of accessible codes / standards, the stricter most stringent requirement of the two codes will always apply. Illinois does have some amendments that exceed the ADAAG minimum requirements. The Applicant has the ability to request an interpretation of the Illinois Accessibility Code. Staff is recommending as a condition of approval the proposed facility comply with the 2018 Illinois Accessibility Code.

The Applicant has provided the requisite civil engineering plans to acknowledge and confirm that the necessary public utilities, drainage, and stormwater management will be provided with the improvements. A review letter from Village Engineering Jeff Koza has been provided (Attachment 2). A LOMA must be submitted to FEMA by the Applicant in order to correct the floodplain maps or obtain a permit from FEMA prior to release of any site development permit. Staff is recommending all required outside agency permits be obtained prior to release of any permit. Additionally, staff is recommending that any civil engineering plans, geometry, stormwater management, and utilities be reviewed and approved by the Village Engineer prior to the release of any permit.

5. **That adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.**

The Applicant is not proposing any changes to or additional parking facilities. The proposed field is expected to generate additional visitors coming to the park, impacting on-site parking facilities and nearby traffic. A condition of Ordinance No. 24-3171 (the most recent CUP amendment for the pickleball courts), there are seven “land banked” parking spaces at the administrative building that must be constructed if there is determined to be a shortfall within Spring Rock Park.

As indicated above, the DCO does not contain a minimum parking requirement for the park. However, to address parking need, parking in the grass area behind the pickleball court has been occurring. Staff recommends that that area be formalized as parking area. Additionally, staff recommends that the seven land banked spaces be installed to address parking.

The Applicant’s proposed and existing signage is not expected to impact traffic within and surrounding the subject property.

The Plan Commission finds that adequate ingress and egress **has** been provided to the Property in order to minimize traffic congestion in the public streets.

6. **That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the Village.**

The Plan Commission finds that the construction and operation of the proposed Development at the Property **will not** be contrary to the objectives of the current Land

Use Plan, as amended by the Village in **2021.** The Property **is not** contrary to the objectives of the current Comprehensive Plan, as the Village's future land use map designates this property as Parks/Open Space/Recreational.

7. **That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board.**

   The Plain Commission finds that the granting of a Conditional Use Permit for the construction, maintenance and operation of the Project at the Property **will** conform to the applicable regulations of the R2 - Single-Family Residential District, except for the Zoning Relief to certain regulations as requested herein and may be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board. The requested Zoning Relief is enumerated in Section D below.

III. OTHER REQUESTED RELIEF: None.

IV. RECOMMENDATIONS

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

1. **An Amendment to a Conditional Use Permit (CUP) to Construct and Maintain a Multi-Use Softball Field and Signage with Modifications.**

V. CONDITIONS

The recommendation of **APPROVAL** of the Applicant's request for the issuance of a Conditional Use Permit is conditioned upon and subject to:

- **A.** Civil Engineering plans, geometry, stormwater management, and utilities be reviewed and approved by the Village Engineer prior to the release of any permit;
- **B.** All applicable and required outside agency permits be obtained prior to Village issuance of a site development permit.
- **C.** A LOMA must be submitted to FEMA by the Applicant in order to correct the floodplain maps or obtain a permit from FEMA prior to the release of any site development permit;
- **D.** The proposed facility must comply with the 2018 Illinois Accessibility Code or receive a written interpretation from the Capital Development Board's Accessibility Specialist;.
- **E.** Any future, additional revisions or amendments to the Village-approved Final Plans, as required by Cook County, Illinois ("Cook County"), the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), the Village or any other governmental agency with regulatory oversight of the Development that relate to the Stormwater Conveyance System and do not negatively impact the capacity of or operation of the Stormwater Conveyance System, in the opinion of the Village Engineer or B&W, or their designees, may be administratively approved by the Village Engineer in accordance with Section 10-8-5(D)(1) (Procedure; Changes In The Planned Development; Authorized Administrative Changes) of the DCO, and such approvals shall be incorporated by reference within this Ordinance for purposes of Village enforcement without further

action by the President and Board of Trustees of the Village to amend this Ordinance or the prior Village Ordinances approved relative to the Development.

F. The Applicant must provide a completed sign plan for the WSLL signage (Champion's Sign, scoreboards, sponsorship banners, etc.) with the following standards (The Plan Commission modified this condition as below – please see agenda packet from Plan Commission meeting to see original recommendation by staff):

a. Applicant must provide detailed size information on the scoreboard signs:
    i. The Applicant must provide height and area dimensions of both existing scoreboards and sponsorship signage on scoreboards.
b. No WSLL signage shall be illuminated.
c. No signs shall be obscene.
d. Chain-link fence sponsorship signage.
    i. Sponsorship signage is allowed on all athletic field fencing, with no minimum separation requirements.
    ii. Signage cannot exceed height of fence.
    iii. Signage can only be displayed for the duration of the season. Signage must be removed no later than 30 days following the end of the season.
e. Scoreboards sponsorship signage:
    i. Scoreboards are allowed the same sponsorship signage, both above and below the scoreboards.
    ii. Sponsorship signage cannot exceed the width of the scoreboards.
    iii. Sponsorship signage cannot be lower than the height of field fencing.
f. Champions Wall / Sign:
    i. Front side (facing south):
        1. Signage is allowed to remain as is existing, with nine sponsorship squares and sponsorship signage at the bottom of the sign.
    ii. Rear side (facing north):
        1. There shall be no less than four but no more than nine sponsorship squares (of equal size and area) allowed on the rear.
        2. Only one square is allowed per sponsor.
        3. Existing sponsorship signage constructed without a permit on the rear sign face shall be allowed to remain until the start of next season (2026).
        4. Thank you message from WSLL added to top of sign – must be same size as 'CHAMPIONS' text on front side.

Motion to APPROVE the Application made by Hanson; seconded by Turner (Votes in Favor of Motion: Glimco, Turner, Hanson, DeProsperis, Johann, Winegar; Votes Not in Favor of Motion: None; and Absent from Meeting / Voting: Brumbaugh)

APPROVED by a vote of the Members of the Plan Commission on this 6 day of October, 2025.

Village of Western Springs Plan Commission

By: _____

Peter Glimco, Chair

Exhibit List

From Public Hearing for Approval of an Amendment to the Conditional Use Permit for the Construction, Operation, and Maintenance of a Multi-Use Softball Field and Sponsorship Signage at the 4400 Spring Rock Park Property (Spring Rock Park)

Group Exhibit "A"
(attached)

Group Exhibit "B"
The Public Hearing Notice, the Newspaper Publisher's Certificate dated **September 18, 2025**, the Affidavit of Mailing of Public Hearing Notice and Newspaper Publication dated **October 6, 2025** submitted by Community Development Director Heather Valone, the Affidavit of Posting of Signage for Public Hearing dated **October 3, 2025**
(attached)

Group Exhibit "C"
Village Staff Memorandum dated **October 6, 2025,** and prepared by Community Development Director Heather Valone and Senior Planner Kelsey Fawell ("Village Staff Memos")
(attached)

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

Exhibit "E"
The transcript of the October 6, 2025 Public Hearing prepared by a court reporter Hailey M Shoot
(attached)

Group Exhibit "F":
Supplemental Application Materials
(attached)

Group Exhibit "G"
Additional Application Materials (*Submitted by Applicant post-Public Hearing at instruction of Plan Commission)* (attached)

Group Exhibit "H"
Materials Submitted by Interested Parties
(attached)

Conditions of Final Approval of an Amendment to the Conditional Use Permit for the Construction, Operation, and Maintenance of a Multi-Use Softball Field and Sponsorship Signage at the 4400 Spring Rock Park Property (Spring Rock Park)

A. Civil Engineering plans, geometry, stormwater management, and utilities be reviewed and approved by the Village Engineer prior to the release of any permit;

B. All applicable and required outside agency permits be obtained prior to Village issuance of a site development permit.

C. A LOMA must be submitted to FEMA by the Applicant in order to correct the floodplain maps or obtain a permit from FEMA prior to the release of any site development permit;

D. The proposed facility must comply with the 2018 Illinois Accessibility Code or receive a written interpretation from the Capital Development Board's Accessibility Specialist;.

E. Any future, additional revisions or amendments to the Village-approved Final Plans, as required by Cook County, Illinois ("Cook County"), the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), the Village or any other governmental agency with regulatory oversight of the Development that relate to the Stormwater Conveyance System and do not negatively impact the capacity of or operation of the Stormwater Conveyance System, in the opinion of the Village Engineer or B&W, or their designees, may be administratively approved by the Village Engineer in accordance with Section 10-8-5(D)(1) (Procedure; Changes In The Planned Development; Authorized Administrative Changes) of the DCO, and such approvals shall be incorporated by reference within this Ordinance for purposes of Village enforcement without further action by the President and Board of Trustees of the Village to amend this Ordinance or the prior Village Ordinances approved relative to the Development.

F. The Applicant must provide a completed sign plan for the WSLL signage (Champion's Sign, scoreboards, sponsorship banners, etc.) with the following standards (The Plan Commission modified this condition as below – please see agenda packet from Plan Commission meeting to see original recommendation by staff):

   a. Applicant must provide detailed size information on the scoreboard signs:
      i. The Applicant must provide height and area dimensions of both existing scoreboards and sponsorship signage on scoreboards.
   b. No WSLL signage shall be illuminated.
   c. No signs shall be obscene.
   d. Chain-link fence sponsorship signage.
      i. Sponsorship signage is allowed on all athletic field fencing, with no minimum separation requirements.
      ii. Signage cannot exceed height of fence.
      iii. Signage can only be displayed for the duration of the season. Signage must be removed no later than 30 days following the end of the season.
   e. Scoreboards sponsorship signage:
      i. Scoreboards are allowed the same sponsorship signage, both above and below the scoreboards.
      ii. Sponsorship signage cannot exceed the width of the scoreboards.
      iii. Sponsorship signage cannot be lower than the height of field fencing.
   f. Champions Wall / Sign:
      i. Front side (facing south):
         1. Signage is allowed to remain as is existing, with nine sponsorship squares and sponsorship signage at the bottom of the sign.
      ii. Rear side (facing north):

1. There shall be no less than four but no more than nine sponsorship squares (of equal size and area) allowed on the rear.
2. Only one square is allowed per sponsor.
3. Existing sponsorship signage constructed without a permit on the rear sign face shall be allowed to remain until the start of next season (2026).
4. Thank you message from WSLL added to top of sign – must be same size as ‘CHAMPIONS’ text on front side.

Exhibit A

GENERAL INFORMATION APPLICATION
For Land Use and
Development in the Village

Applicant(s)

Name __Tom Olk_____ _____

Address _5333 Caroline Ave_____

_____Western Springs, IL 60558 ____

Telephone __

Telephone (_____) _____-_____

Fax (_____) _____ - _____

E-mail ___

Property Owner(s)

Name __WS Park District___

Address ___4400 Central Avenue_____

____Western Springs, IL 60668_____

Telephone (_708__) _246___-_4225_____

Telephone (_____) _____-_____

Fax (_____) _____ - _____

E-mail _wknake@wsprings.com_____

Agent/Attorney

Name _____

Address _____

_____

Telephone (_____) _____-_____

Telephone (_____) _____-_____

Fax (_____) _____ - _____

Engineer

Name_Gewalt Hamilton_____

Address ___625 Forest Edge Drvie_____

____Vernon Hills, IL 60061_____

Telephone (_847__) __478__-__9700_____

Telephone (_____) _____-_____

Fax (_____) _____ - _____

If the property is in a trust, provide name, address and number of trust. Also provide name, address and percentage ownership of trust beneficiaries.

_____

_____

I hereby make application for the following (check as appropriate).

Annexation	_____	Map Amendment	_____
Subdivision	_____	Resubdivision	_____
Planned Development	XXX.__	Conditional Use	_____
Variation(s)	XXX___	Outdoor dining	_____
Other (Temporary Use, etc.)	_____	Appeal	_____

Briefly describe your request (or attach a cover letter/narrative):
____Cover Letter Attached

_____

_____

_____

GENERAL INFORMATION APPLICATION (continued)

1. Common address or location of subject property:
_____SpringRockPark_____
__

2. Legal Description (Attach additional sheet if necessary):
_____
_____
_____

3. Permanent Index Number: _____

4. Parcel Size (sq. ft. or acres): _____

5. Applicant is (check one):
___ Property Owner __ Attorney ___ Contract Purchaser * ___ Agent _XX___ Other (specify)

* Provide one copy of the executed sales contract or written permission from the current owner to petition the Village

6. What are the current land uses and zoning on and around the site?

	Current Zoning	Land Uses
On Site	_____	_____
North of Site	_____	_____
South of Site	_____	_____
East of Site	_____	_____
West of Site	_____	_____

7. Describe any existing structures and the site
_____None_____
_____
_____
_____
_____
_____

I hereby certify that all information contained in this application and accompanying documentation is true and correct to the best of my knowledge.

Date ____7/18/2025_____ Signature _____Thomas Olk_____
(Applicant or Contract Purchaser)

Date _____ Signature _____
(Property Owner)

T0: The Village of Western Springs

Re: WSLL Spring Rock Park CUP Amendment Applications

7/30/25

Dear Kelsey,

Please be advised as owners of Spring Rock Park, the Western Springs Park District is in full agreement with the WSLL application for the CUP.

Sincerely,



Walt Knake
Executive Director
Western Springs Park District

July 18, 2025

Village of Western Springs
Chairman & Plan Commission
740 Hillgrove Avenue
Western Springs, IL 60558

Re: **Western Springs Little League Combined Conditional Use Application Letter Request for Softball Field Installation & Sponsorship Signage at Spring Rock Park**

Dear Chairman & Plan Commission,

On behalf of Western Springs Little League (WSLL), I respectfully submit this letter in support of a conditional use permit application at Spring Rock Park for the:

- Installation of a new softball practice field in the northwest corner of the park
- Continued use of sponsorship signage on both the north and south faces of the Champions Wall at Piccolo Field

WSLL is a 501(c)(3) nonprofit that has proudly served the Western Springs community for decades, offering a safe, instructional, and inclusive baseball and softball program for children ages 5 and up. Our organization is entirely volunteer run and deeply reliant on the support of local families, sponsors, and our longstanding partnership with the Western Springs Park District.

We view Little League as more than just a recreational program. It is a longstanding institution in Western Springs that brings families together, instills lifelong values in our youth, and enriches the character of our community. In 2025, our 10U, 11U, and 12U District Baseball Teams each participated in the state tournament, with the 11U team reaching the State Tournament Final Bracket after winning the District Championship. Our 12U Softball Team advanced to the State Finals tournament for the FIRST TIME EVER finishing in fourth place. A tremendous achievement. Moreover, hosting the 12U District Championship in 2024 and 11U District Championship in 2025 brought over 1,500 visitors to Spring Rock Park, highlighting both the visibility and significance of our program.

Our alumni continue to make meaningful contributions to local high school baseball and softball programs, with several earning scholarships and securing spots on Division I, II, and III college teams in recent years. In addition, a substantial number of our participants go on to achieve success in both academic and athletic endeavors across a variety of fields.

Because we believe WSLL is more than just a baseball and softball league that hosts occasional games and is, in fact, a meaningful and growing force within the community, we have invested over $100,000 in park improvements over the past year alone. These investments include:

- New batting cages and outfield wall safety padding
- Field tarps and turf maintenance
- Aesthetic enhancements
- Weed and grub control
- Concession operations that serve the broader park community

We have also paid over $20,000 in wages to local youth for umpiring and field maintenance, creating employment opportunities that keep dollars circulating within Western Springs businesses and families.

Softball Field Installation Request

Over the past several years, our softball participation has steadily increased, reflecting the strength of our league structure, the dedication of our volunteer coaches and administrators, the quality of our facilities, and the support of the Western Springs community and Park District.

Due to this growth, we are now facing a shortage of field space. WSLL shares its current fields with Men's Softball, and unlike some baseball fields and tennis courts within Spring Rock, these fields do not have lights, further limiting available scheduling time. To address this, WSLL has been actively planning and fundraising to expand field availability. In collaboration with the Park District, we have identified the northwest corner of Spring Rock Park as a suitable location for a new field. This addition would not only provide more opportunities for players but also enhance the aesthetics of the space while remaining available for other sports and community use when not in use for softball.

WSLL operates seasonally from approximately April 1 through July 31, with field use primarily in the late afternoon and evening on weekdays, and during the morning and afternoon on weekends. We have no plans to install lighting at this time.

The proposed field will include:

- An 18 ft chain link backstop behind home plate
- At grade fenced dugouts with compacted stone surfacing and prefabricated roof structures
- A 4 ft chain link fence extending 30 feet beyond each dugout
- Raised pitcher’s mound and 6 ft skinned basepaths using Waupaca Sure Hop Red Infield Mix
- Perimeter silt fencing and seeding of the graded infield area

No grading adjustments are planned for the outfield. The site is set back approximately 1/8 mile from surrounding residential homes and is buffered by park infrastructure and natural elements.

Sponsorship Signage Request

Despite our ongoing success and contributions, WSLL faces growing financial pressures from rising operating costs to declining registration numbers, driven in part by the increasing

popularity of travel baseball and other sports such as lacrosse. Additionally, neighboring communities have invested in upgraded facilities that attract tournaments and related revenue, making it increasingly difficult for us to compete for those revenue dollars.

As a result, consistent sponsorship revenue has become essential to sustaining our programming, as well as maintaining and enhancing our fields. Much of this support comes from community sponsors who help supplement the modest participation fees we charge, fees that are intentionally kept affordable to encourage broad and inclusive participation.

The signage currently installed on the south side of the Champions Wall represents a modest but important source of funding, with projected annual revenue between $8,000 and $15,000. Removing the signage would not only eliminate this future revenue stream but also result in a $3,000 sunk cost associated with installation and removal. This would further constrain resources that could otherwise be directed toward park improvements and programming.

Importantly:

- Our sponsorship policy is limited to Western Springs residents and businesses
- We maintain full artistic oversight to ensure all signage remains visually consistent and respectful of the park's character
- The signage is static, non illuminated, and permanently affixed
- It is visually buffered by the BNSF railway embankment, shielding it from residential sightlines

We also respectfully request the Village consider waiving or reducing the signage permit fee in light of our nonprofit status, longstanding partnership with the Park District, and the significant public benefit our programming provides.

Zoning Relief & Conditional Use Permit Standards

The Western Springs Park District and WSLL affirm that the proposed improvements meet all standards outlined in Section 10 3 14(G) of the Development Control Ordinance (DCO) for approval of a conditional use permit:

a. *Not detrimental to public health, safety, morals, or general welfare.*

> The improvements provide structured youth programming, available space to play, promote wellness, and support community cohesion. Signage poses no safety or comfort concerns. No lighting is included, minimizing any potential disturbance.

b. *Not injurious to nearby property use or value.*

> The softball field is consistent with the recreational use of Spring Rock Park. The signage is well screened and enhances long term field quality through funding. Both projects contribute positively to neighborhood vitality.

c. *Does not impede normal and orderly development.*

> The proposed field and signage are within an existing 42 acre park and do not displace or interrupt other zoning uses. Adjacent properties are already developed, and no modifications are being made to the rest of the park.

d. *Adequate utilities and infrastructure provided.*

Spring Rock Park is fully served by water, drainage, pedestrian paths, parking lots, and access roads. Recent improvements like the railroad underpass and pedestrian bridge enhance accessibility without the need for additional infrastructure.

e. *Ingress and egress minimize traffic congestion.*

No traffic impacts are anticipated. Events occur during off peak hours. Ample parking is available east of the proposed field, near the pickleball courts, concession stand, baseball diamonds, and Burlington Avenue commuter lot.

f. *Consistent with the Village's Comprehensive Plan.*

The projects reflect Village priorities around youth engagement, open space utilization, public private partnerships, and community wellness.

g. *Conforms to zoning regulations (or modifications to be reviewed as needed).*

The proposed use conforms to the R2 Zoning District and recreational overlay. The Park District requests waiver of certain submittals (e.g., traffic generation study, landscaping plan) as the improvements are modest, non intensive, and based on existing community usage patterns.

WSLL remains a committed steward of community programming and public park partnerships. The proposed softball field and signage represent targeted, low impact enhancements to Spring Rock Park that will benefit local families, improve infrastructure, and sustain high quality programming in Western Springs.

We appreciate your thoughtful consideration of this application. Please do not hesitate to reach out to me at 773 255 6573 or thomas.m.olk@gmail.com with any questions.

Sincerely,

Tom Olk
President
Western Springs Little League

PETITION FOR REQUESTED ZONING RELIEF

The Western Springs Park District seeks approval of a conditional use permit in regard to site modifications in order to construct a Softball Practice Field. The practice field will consist of a 18-ft chain link fence backstop behind home plate, at-grade fenced dugouts with compacted stone surface and pre-fabricated roof structures, 4-ft chain link fence extended 30 feet beyond the dugouts, raised pitchers mound, and skinned 6-ft wide baseline paths with Waupaca Sure-Hop Red Infield Mix. Minor grading of the infield will be provided with no grading adjustments to the outfield. No lighting is included within this project. Seeding of the graded area and perimeter silt fence are included.

The granting of the Conditional Use Permit will further the normal and orderly development of the neighborhood. There are adequate existing public utilities and access roads already and a recently completed railroad underpass and Pedestrian Bridge serving the Property. The proposed Conditional Use Permit will not adversely affect the property values of the surrounding properties since the Project is well designed with a setback from surrounding residential uses of approximately 1/8 of a mile.

The District requests any other exceptions or variations from the other use, bulk, and site design requirements contained in the Village Code, including the DCO, that are necessary to permit the aforementioned improvements on the Property but does not believe at this time that any such other zoning relief is necessary. The proposed improvements are of a unique use that does not require complex construction, site improvements, or architecture. Thus, the District requests a waiver of the following conditional use submittals: estimated traffic generation (since traffic will remain mostly constant and no new, regional events are planned as a result of the project), and landscape plans.

CONDITIONAL USE PERMIT STANDARDS

Pursuant to Section 10-3-14(G) (Conditional Uses) of the DCO, the following Standards need to be satisfied in order for the Village Board to approve a Conditional Use Permit for the Project:

1. **That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.** The establishment, maintenance, or operation of the proposed park improvements will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. To the contrary, the improvements will provide enhanced recreation opportunities for the entire community.

2. **That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.** The construction, operation, and maintenance of the proposed park improvements will not be injurious to the uses and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values within the neighborhood, since the proposed park improvements: (a) will be constructed and operated on land that is within to existing park facilities used by the general public but that will not be interrupted or diminished in any way; (b) is not an intense use of the Property; and (c) will have no impact on stormwater drainage in the immediate area.

3. **That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.** The establishment and operation of the proposed park improvements will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in their respective zoning districts. The other adjacent properties located in the adjacent R2 Single-Family Residence District are fully developed and are being used for residential and park purposes. The remainder of the existing park space will not be modified.

4. **That adequate public utilities, access roads, drainage, and/or necessary facilities have been or will be provided.** Adequate public utilities, access roads, drainage, and/or necessary facilities have already been provided to the Property. Adequate ingress and egress have been provided to the Property and thus no traffic congestion in the public streets will be created. Vehicular access to the park will remain the same. Typical access to the practice field will be provided by walking paths and/or the new Pedestrian Bridge, the Railroad underpass and/or the existing roadways.

5. **That measures have been or will be taken to provide ingress so designed as to minimize traffic congestion in the public streets.** The proposed use is currently provided elsewhere within the park. Measures were previously taken to design the proposed park improvements to minimize traffic congestion in the public streets. Park personnel needing access to property will utilize public parking which is proving to be more than adequate due to changes in commuting if significant maintenance or repairs are necessary.

6. **That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the Village of Western Springs.** The operation of the proposed park improvements at the Property is not contrary to the objectives of the current comprehensive plan. As noted above the proposal is in keeping with the goals and recommendations of the comprehensive plan in relation to community facilities and services and public and institutional land use.

7. **That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board.** The operation of the proposed park improvements at the Property conforms to the applicable regulations of the R-2 District, except as such regulations may be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board. In accordance with Section 10-3-14(D) of the DCO, the District has attached copies of the following supporting documents and Exhibits to this Application or as noted below, certain supporting documents and Exhibits are incorporated by reference into this Application:

- Statement in writing by the applicant and adequate evidence showing that the proposed Conditional Use will conform to the Standards set forth in Section 10-3-14(G). [This Application satisfies this requirement.]
- Legal Description of Subject Property (Cook County Parcel Viewer information for PIN **18-06-321-003-0000)**
- Site plan (Gewalt Hamilton set of plans)
- Project location map
- Existing Use and Zoning on Neighboring Properties exhibit
- Land Use & Compatibility Real Estate Impact Study- waiver requested, unnecessary requirement based on the fact the project is a park improvement which adds value and is within a 42-acre park that continues present use and the amenity.
  a. See Illinois Association of Park District - research here.
  b. See Western Springs resident Survey here, p.80.
- Other information as may be required by the Plan Commission [to be supplied upon request.]

Subject Property Address: No postal address exists for the Subject Property. The Subject Property is owned by the Western Springs Park District created in 1923 and is bounded by Central Ave. on the east, 47th St. on the south, I-294 Tollway on the west, and the BNSF railroad to the north. The District's Main Office is located at 4400 Central Avenue in Western Springs, Illinois 60558.

Legal Description: See parcels comprising Spring Rock Park below

- Parcel # - Pin 18-06-321-003 **(Subject improvements are fully located within this Parcel)**
- Parcel #2 - Pin 18-06-413-001
- Parcel #3 - Pin 18-06-413-003
- Parcel #4 - Pin 18-06-413-002
- Parcel #5 - Pin 18-06-414-001

Lot Size: Approximately 42 acres (entire park property)
Current Zoning District: R-2 Single-Family Residential District
Proposed New Zoning District: **N/A**

Cook County Parcel Viewer

Field 5 Parcel



March 14, 2025

Selected Parcel

Parcels Current

Cook County Aerial Imagery 2024

Red: Red

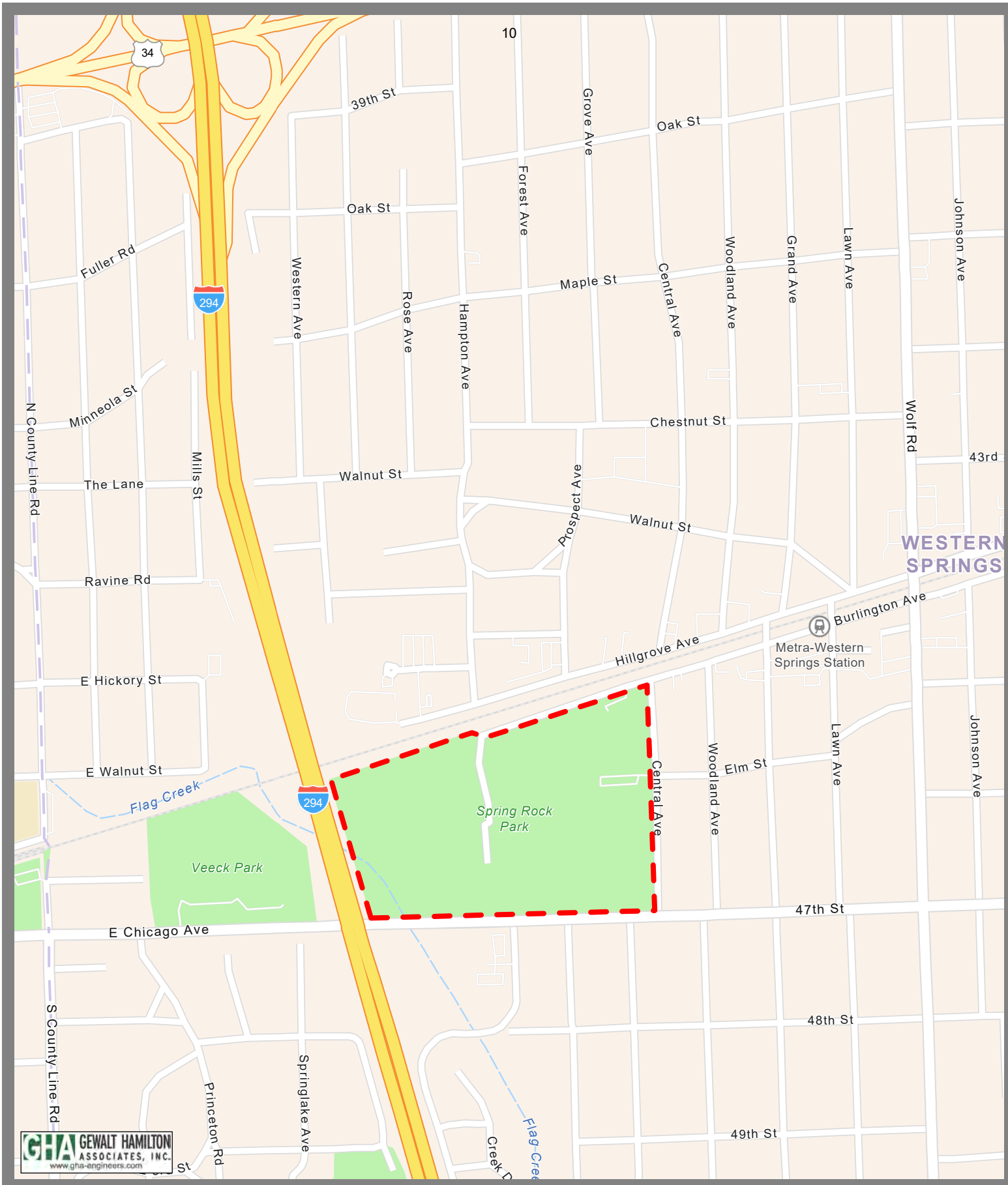
Green: Green

Blue: Blue

1:2,245

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km



N

1 inch = 1,000 Feet

Exhibit 1 - Location Map

Spring Rock Park
4400 Central Avenue
Western Springs, Illinois

Map Center: 87.90751°W 41.80862°N

Spring Rock Park

PLAT OF SURVEY

PARCEL 1: THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT-OF-WAY OF THE C.B. & Q. RAILROAD, AND WEST OF THE LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE EAST 1694.79 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 104 DEGREES 07 MINUTES 20 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 850.14 FEET TO A POINT ON A LINE; THENCE NORTHEASTERLY ALONG SAID LINE, WHICH FORMS ANGLE OF 89 DEGREES 10 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 250.03 FEET TO A POINT ON A LINE, SAID POINT BEING THE POINT OF BEGINNING OF THE LINE DESCRIBED HEREIN; THENCE SOUTHEASTERLY ALONG SAID LINE, WHICH FORMS AN ANGLE OF 90 DEGREES 50 MINUTES 50 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 916.67 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION, EXCEPTING THEREFROM THOSE PARCELS CONVEYED TO THE ILLINOIS TOLLWAY AUTHORITY IN DEED RECORDED/FILED SEPTEMBER 18, 1957 AS DOCUMENT NUMBER L17--59--508 AS PARCELS T--5--95.2, T--5--95.4, T--5--95.6 AND ALSO EXCEPTING THAT PART THEREOF DEDICATED AS BURLINGTON AVENUE.

PARCEL 2: BLOCKS 1, 2 AND 3 IN MARY SWEET'S RESUBDIVISION OF BLOCK 39 IN WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH THAT PART OF VACATED BURLINGTON STREET, ELM STREET AND SPRING AVENUE, EXCEPTING THAT PART DESCRIBED AS FOLLOWS: THE EAST 175.0 FEET OF THE WEST 287.50 FEET OF THE SOUTH 1043.69 FEET OF SAID BLOCK 3 (EXCEPT THE SOUTH 868.69 FEET THEREOF), AND ALSO EXCEPTING THAT PART THEREOF TAKEN FOR TOLL ROAD PURPOSES PURSUANT TO DEED RECORDED AS DOCUMENT NO. 1759508, AND ALSO EXCEPTING THAT PART THEREOF DEDICATED AS BURLINGTON STREET, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE EAST 175.0 FEET OF THE WEST 287.50 FEET OF THE SOUTH 1043.69 FEET OF BLOCK 3 (EXCEPT THE SOUTH 868.69 FEET THEREOF) IN MARY SWEET'S RESUBDIVISION OF BLOCK 39 IN WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY DESCRIBED CONTAINS 41.259 ACRES

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

THIS IS TO CERTIFY THAT I, MICHAEL L. KRISCH, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE HAD SURVEYED UNDER MY SUPERVISION THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL AT LOMBARD, ILLINOIS, THIS 10TH DAY OF JUNE A.D. 1997

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2501

REFER TO DEED OR GUARANTEE POLICY FOR BUILDING LINE RESTRICTIONS AND EASEMENTS NOT SHOWN ON PLAT OF SURVEY. COMPARE DESCRIPTION AND POINTS BEFORE BUILDING AND REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR AT ONCE. THIS SURVEY AND PLAT OF SURVEY ARE VOID WITHOUT OUR EMBOSSED SURVEYOR SEAL HEREON. NO DIMENSIONS ARE TO BE ASSUMED BY SCALING.

SPRING ROCK PARK

BURLINGTON NORTHERN RAILROAD

SOUTH LINE OF RAILROAD 845.44'

89°10'00" 250.03 NORTHERN ILLINOIS TOLLWAY

90°36'23" 451.12' 916.67' 135°0" FENCE 5.0' EAST 139.53' 151°3'20" 288.30' 250.00' 152.01' 133.82' 43.79' 57.43' 43.33' 8.3 122°9'23" 76.3 467.61' 324.65' 161.35' 147.32' 168°15'1" 90°1'21" 413.96'

PARCEL 1

PART OF PARCEL 1

T-5-95.4 T-5-95.6 T-5-95.2 T-5-275.4 T-5-275 T-5-276.2 T-5-276 T-5-278.1 T-5-278.4

PART TAKEN BY TOLLWAY

DEED 104°07'20"

POINT 1694.79' (DEED) EAST OF SW CORNER SEC. 6-38-12

47TH STREET

SOUTH LINE OF SECTION 6-38-12

EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 6-38-12 PER TOLLWAY TAKES

WEST LINE OF BLOCK 3 PER OLD SURVEY BY MURRAY & MOODY, JUNE 21, 1860

DEDICATED FOR RIGHT OF WAY PER DOCUMENT 22604746

BURLINGTON AVENUE

104°50'0" PARKING STALLS 75°0" 75°0" 135.69' 75°0" 8.26' 1 ASPHALT PAVING WITH C & G

BLDG = 5.7' SOUTH

BLDG = 5.50' SOUTH OF LINE

BRICK BUILDING

STONE BUILDING

ASPHALT PARKING LOT

6' VACATED STRIP

789.00'

TENNIS COURTS

PLAY AREA

175.00' 89°51'44" 90°8'16" WATER TOWER PROPERTY 175.00' 175.00' 90°8'16" 89°51'44" 175.00'

BASKETBALL COURT

BASKETBALL COURT

PARCEL 3 AS OCCUPIED

BRICK BUILDING

STONE BUILDING

VACATED ELM STREET ASPHALT PARKING LOT

ASPHALT PATH

BLOCK 1

BLOCK 2

BLOCK 3

PARCEL 2

ASPHALT PARKING LOT

BRICK BUILDING

ELM STREET

66.00'

1328.46'

CENTRAL AVENUE

VACATED SPRING AVENUE

CROSS ON CORNER

N W E

No.	Date	Revision Description	By:
1	6/23/97	REVISED PARCEL 1	MLK

GLEN D. KRISCH LAND SURVEYOR, INC.

300 West North Avenue Suite B • Lombard, Ill. 60148 • Phone: 630.627.5589 Fax: 630.627.5594

SURVEYING - CONSULTING - CONSTRUCTION LAYOUT

Scale: 1" = 80' | Drawn: MLK | Chk'd: | GDK File# | CAD File Name: 97062.DWG

August 28, 2025

Village of Western Springs
Chairman & Plan Commission
740 Hillgrove Avenue
Western Springs, IL 60558

RE: Conditional Use Permit Amendment for Multi-use Softball Field and Championship Signage, Tom Olk of Western Springs Little League, 4400 Central Avenue (Spring Rock Park) – Submittal No. 1

Dear Chairman & Plan Commission,

Please find attached our responses to the questions presented to us on August 20, 2025.

Previous correspondence has indicated there is no permanent signage proposed for this multi-use softball field. Please confirm if any temporary signage is proposed like at the other fields.

As with all of our fields, we make it a priority to recognize and thank our partners by displaying small signs for their businesses. This has been a long standing practice of WSLL and is consistent with similar approaches in neighboring communities such as Hinsdale and LaGrange Park. While sponsorship participation changes annually and next year's partners have not yet been finalized, we would like to have the ability to display banners on the fencing of this proposed field. Whenever possible, banners are placed at the field where the sponsor's child plays. These banners are not intended to be permanent; they are displayed on a seasonal basis only.

Please confirm no lighting is proposed as part of these improvements.

At this time, we are not seeking approval for lights at this field.

Provide a narrative expanding upon the intended use of the field. Will this be for practice or for games? What is the intended capacity of the field during games or practice? What are the proposed hours? What sports are intended for use?

WSLL's intention is for the field to be primarily used for softball practices and games. Our season typically runs from early April through mid-July, with the majority of play occurring from mid-April through the end of June.

This project is being done in partnership with the Park District, and we fully support the field also being available for other community and revenue-generating activities, such as men's softball, local teams, family events, Fall Fest, general play, and more.

The intended capacity is to host games for two teams, typically consisting of 12 players each, with 9–10 players on the field at a time depending on age level. In addition to players, games draw spectators such as parents, grandparents, siblings, friends, and other family members, who watch from the designated foul territory areas.

WSLL generally utilizes its fields after school from approximately 4:00 p.m. until dusk during the season, as well as some use on weekends. The past few seasons we have not scheduled games on weekends, and only had limited practices use on weekends due to conflicts with children/family commitments. While this will primarily function as a softball field, it may also be used for Little League baseball. Because we are not installing a permanent outfield fence (a hit over this fence for a home run), the space will remain accessible for other activities such as football, soccer, cross-country, and additional events that are currently held there.

Are there any plans to expand available parking on-site? Staff recommends parking be addressed in an additional narrative. Please see Engineering Review for additional comments.

We are committed to working closely with the Village and the Park District to address any parking concerns that may arise. During this past season, WSLL received minimal (if any) formal complaints regarding parking, as participants and spectators were able to use spaces adjacent to the BNSF, the Park District lot, and other nearby areas. WSLL also makes it a habit to educate our constituents on these parking options. In addition, WSLL schedules games and practices in a staggered manner, which helps distribute traffic and minimize peak parking demand. Typical attendance is manageable, consisting of two teams and their families at a time.

That said, we are prepared to monitor parking usage each season and collaborate on adjustments if needed to ensure the field remains accessible and convenient for both our families and the broader community.

Is a walking path proposed for the new field? How is this area intended to be accessed?

As of the submission of this permit, there was no plan for a dedicated walking path to access the field. However, we recognize the importance of this consideration and are happy to include it. Our initial thought is that extending the existing nearby gravel path with more gravel to reach the field would be a practical solution, though we are open to suggestions and eager to work with the Village and Park District to identify the best approach.

Document submitted 'Village Comments Response E FEMA & Zoning' prepared by Donald E. Dixon, P.E.

- **The bolded text of this document references Section 10-12-1 of the Development Control Ordinance (DCO), which regulates the Municipal and Governmental Land District. Per previous conversations, Spring Rock Park is zoned R-2 Single-Family Residential District and must conform to Section 10-6-3 of the DCO. Please update the sheet accordingly.**

We will work with Donald Dixon on this.

Confirm the overall height of the championship sign.

The current height is approximately 25 feet.

Please let us know if you have any questions. I can be reached at either thomas.m.olk@gmail.com or 773-255-6573.

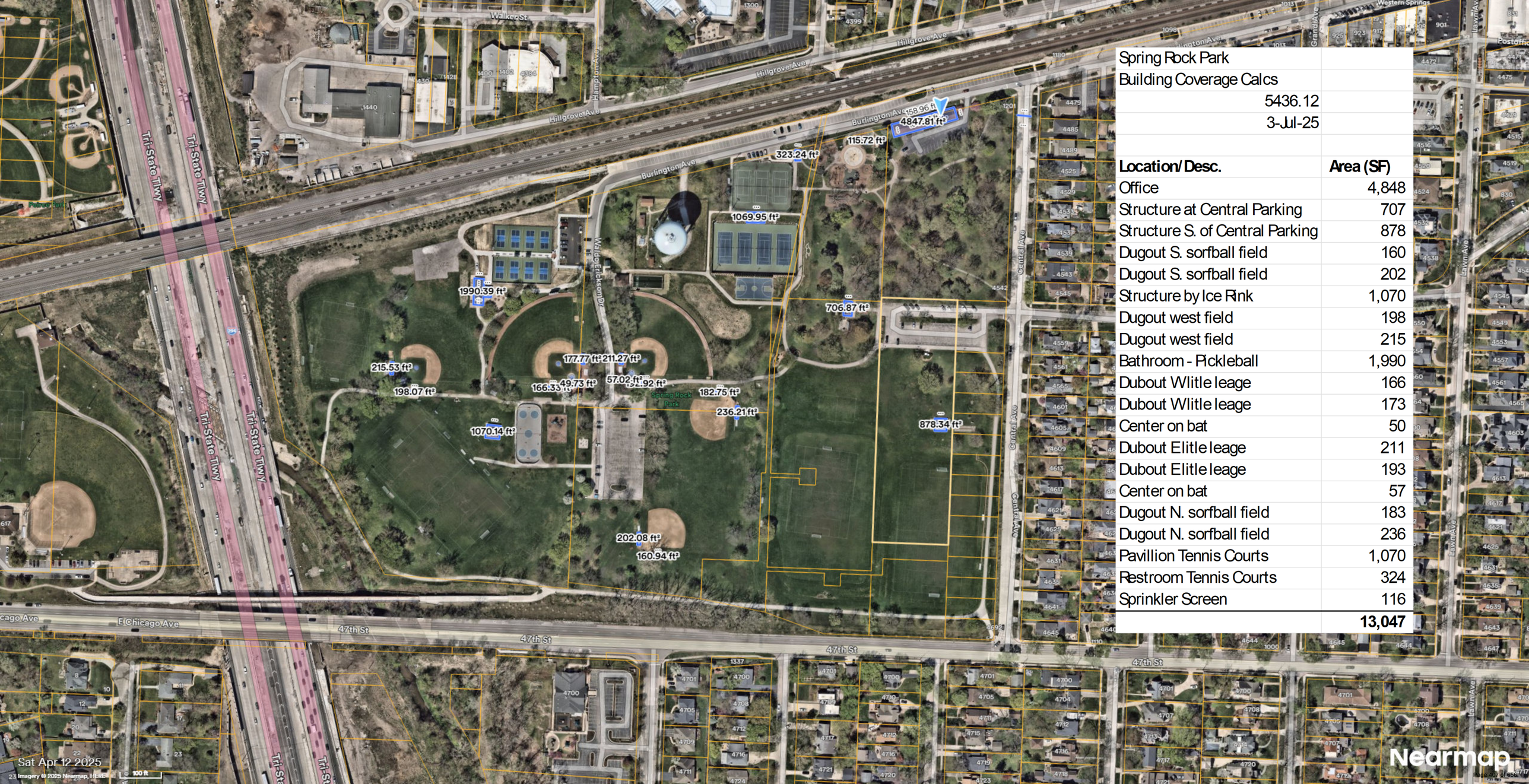
Thank you for your time.

Tom Olk
President
Western Springs Little League


Village of Western Springs Public Works
Western Springs Water Tower
Western Springs Park District
Spring Rock Park
294
Layers

Spring Rock Park
Building Coverage Calcs
5436.12
3-Jul-25

Location/Desc.	Area (SF)
Office	4,848
Structure at Central Parking	707
Structure S. of Central Parking	878
Dugout S. sorfball field	160
Dugout S. sorfball field	202
Structure by Ice Rink	1,070
Dugout west field	198
Dugout west field	215
Bathroom - Pickleball	1,990
Dubout W litle leage	166
Dubout W litle leage	173
Center on bat	50
Dubout E litle leage	211
Dubout E litle leage	193
Center on bat	57
Dugout N. sorfball field	183
Dugout N. sorfball field	236
Pavillion Tennis Courts	1,070
Restroom Tennis Courts	324
Sprinkler Screen	116
	13,047



Spring Rock Park	
Building Coverage Calcs	
5436.12	
3-Jul-25	
Location/ Desc.	**Area (SF)**
Office	4,848
Structure at Central Parking	707
Structure S. of Central Parking	878
Dugout S. sorfball field	160
Dugout S. sorfball field	202
Structure by Ice Rink	1,070
Dugout west field	198
Dugout west field	215
Bathroom - Pickleball	1,990
Dubout Wlitle leage	166
Dubout Wlitle leage	173
Center on bat	50
Dubout Elitle leage	211
Dubout Elitle leage	193
Center on bat	57
Dugout N. sorfball field	183
Dugout N. sorfball field	236
Pavillion Tennis Courts	1,070
Restroom Tennis Courts	324
Sprinkler Screen	116
	13,047

Village Comments Response - WSLL Softball Field

E. FEMA Floodplain Letter

The referenced MWRD letter in this section was from the Pickleball Court project as you pointed out. The purpose of that letter was to determine the area of new impervious improvements that would trigger stormwater improvements under the WMO for the Pickleball project. Since we remain below the cumulative new impervious threshold with the current Softball project, no additional determination from MWRD is required.

F. Zoning Calculations

1. Setback: The dugouts are located 102.4' from the north property line and 143.1' from the western property line. Though not shown on the plans, the most stringent setback for Public Parks & Playgrounds (Zoning: 10-12-1:E.15) is a 15' corner side yard setback.
2. Maximum Building Height: 35' per Ordinance; the maximum height of the dugout is slightly above 10'.
3. FAR - the proposed new floor area of the dugouts is 420 sf (30' x 7' x 2)
    a. Existing Building Coverage = 13,047 sf (see Building Coverage Map),
    b. Proposed Building Coverage = 13,467 (13,047 + 420),
    c. **FAR =** 13,467/(41.7 ac x 43,560 sf/ac) = 13,467/1,816,452 = **0.007 (0.7%)**
    d. **Need clarification on Zoning 10-12-1: J which indicates no maximum building coverage.**
4. Building & Lot coverage - as referenced above the net increase in lot coverage is 420 sf. The Western Springs Stormwater Utility Fee Lookup map provides a net impervious area = 211,219 sf.
    a. The **lot coverage =** 211,639
    b. Adding the current project impervious brings the total lot co area up to **211,639 sf (**211,219 + 420).
    c. The **Maximum Lot Coverage =** 211,639/(41.7 ac x 43,560 sf/ac) = 211,639/1,816,452 = **0.12 (12%) vs. 50%**
    d. Allowable lot coverage = lot area x 0.3 x1.2 = 1,816,452 x 0.3 x 1.2 = 653,922
    e. **Need clarification on Zoning 10-12-1: H which indicates no minimum open space requirement.**

Donald E. Dixon, P.E.
Principal

February 24, 2025

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701
www.gha-engineers.com

Walt Knake
wknake@wsprings.com
Western Springs Park District
4400 Central Avenue
Western Springs, IL 60558

Re: Proposal for Professional Engineering Services
Spring Rock Park Soccer Field #5 Multi-Purpose Renovation
GHA Proposal No. 2025.SD013

Dear Mr. Knake,

Thank you for requesting a proposal from Gewalt Hamilton Associates, Inc. (GHA) to perform Civil Engineering Services for the referenced project. Below is our scope and fee to perform and assist with re-development of Spring Rock Soccer Field #5.

GHA will work with the Park District staff to secure permit approval from the Village.

If you have any questions or would like to consider revisions to this proposal, please do not hesitate to contact our office.

Western Springs Park District (Client), 4400 Central Ave.., Western Springs, IL 60558, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Scope of Services: Field Improvements

GHA has already prepared a Concept Plan that was presented to the Village outlining improvements desired for a practice softball field. The Village responded that a grading plan would be necessary to ensure that fill placed within field (pitcher mound area) meets the regulatory floodplain requirements.

The plans for the practice field will include a Title Sheet, Existing Conditions Plan, Site Improvements Plans plus Notes and Details. GHA will need to perform earthwork calculations on the grading to verify conformance with floodplain cut/fill requirements. *Note: GHA performed a close-out for a soccer field project that produced an excess of compensatory storage, thus no floodplain permitting is anticipated.*

Record drawings of the grading will be required to provide verification that the as-constructed conditions meet the approved plans. GHA will prepare these based upon contractor provided "As-built" elevations provided by a surveyor.

The addition of the practice field will require a Conditional Use Permit through the Village. Attendance at public hearings including Planning & Zoning plus Village Board will be billed on a "per meeting" basis.

II. Services Not Included

Any service not enumerated in *Section I. Scope of Services*, including, but not limited to the following, is not included in this proposal/agreement. These services may be provided at the request of the Client as an additional service. GHA will provide the Client with an estimate of the additional work scope and request authorization to proceed prior to commencing additional services.

1. Preparation of ALTA/NSPS Land Title Survey, Easement Plats, Subdivision/Consolidation Plats, or other Survey documents;
2. Additional topography of property above the existing topography supplied by Client.
3. Wetland determination, delineation, environmental testing, geotechnical investigation, or environmental engineering services;
4. Permit fees or review fees;
5. Bid Coordination, Assistance, Negotiation, or preparation of a project manual.
6. Construction material testing;
7. Construction phase services.

III. Proposed Schedule

GHA will work with the client to meet a desirable schedule.

IV. Compensation for Services

Based upon the scope of services, GHA proposes a Lump Sum fee of $9,850.00.

Reimbursable expenses, including items such as printing, vehicle fees, record documents and other non-technical project related expenses, will be billed at cost plus 10% markup to the Client.

Additional services requested and authorized by the Client, beyond those outlined in *Section I: Scope of Services,* will be billed on a time-and-materials (T&M) basis.

Invoices will be submitted on a monthly basis and will detail charges made against the project and services performed. This allows the Client to review the status of the work in progress and the charges made.

V. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time and place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim

against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.	Walt Knake
	_____
_____	
Donald E. Dixon, P.E. Principal	Owner
Date: February 24, 2025	Date: _____

Enc.: Attachment A
2025 GHA Hourly Rates

ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to $50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

GEWALT HAMILTON ASSOCIATES, INC.
An Employee-Owned Company

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2025

The following rates will remain in effect until December 31, 2025, at which time they are subject to an annual increase:

PRINCIPAL	$ 270.00
SENIOR PROJECT MANAGER II	$ 255.00
SENIOR PROJECT MANAGER I	$ 225.00
PROJECT MANAGER II	$ 206.00
PROJECT MANAGER I	$ 182.00

ENGINEER VI	$ 215.00
ENGINEER V	$ 200.00
ENGINEER IV	$ 185.00
ENGINEER III	$ 175.00
ENGINEER II	$ 158.00
ENGINEER I	$ 149.00

LAND SURVEYOR IV	$ 220.00
LAND SURVEYOR III	$ 181.00
LAND SURVEYOR II	$ 160.00
LAND SURVEYOR I	$ 140.00

GIS TECHNICIAN IV	$ 192.00
GIS TECHNICIAN III	$ 165.00
GIS TECHNICIAN II	$ 135.00
GIS TECHNICIAN I	$ 115.00

CAD MANAGER	$230.00
CAD TECHNICIAN III	$ 158.00
CAD TECHNICIAN I	$ 130.00
CAD TECHNICIAN I	$ 105.00

ENGINEER TECHNICIAN V	$ 205.00
ENGINEER TECHNICIAN IV	$ 172.00
ENGINEER TECHNICIAN III	$ 155.00
ENGINEER TECHNICIAN II	$ 130.00
ENGINEER TECHNICIAN I	$ 95.00

LANDSCAPE ARCHITECT	$ 185.00

DATA MANAGER	$ 165.00
DATA TECHNICIAN III	$ 154.00
DATA TECHNICIAN II	$ 137.00
DATA TECHNICIAN I	$ 105.00

ENVIRONMENTAL RESOURCE SPECIALIST IV	$ 200.00
ENVIRONMENTAL RESOURCE SPECIALIST III	$ 180.00
ENVIRONMENTAL RESOURCE SPECIALIST II	$ 155.00
ENVIRONMENTAL RESOURCE SPECIALIST I	$ 142.00

ADMINISTRATIVE II	$ 118.00
ADMINISTRATIVE I	$ 95.00

ACCOUNTING MANAGER	$ 200.00
ACCOUNTING II	$ 144.00
ACCOUNTING I	$ 135.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

ENGINEERING PLANS FOR:

SPRING ROCK PARK
SOCCER FIELD #5 MULTI-PURPOSE RENOVATION

WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE
WESTERN SPRINGS, IL 60558

STANDARD SYMBOLS

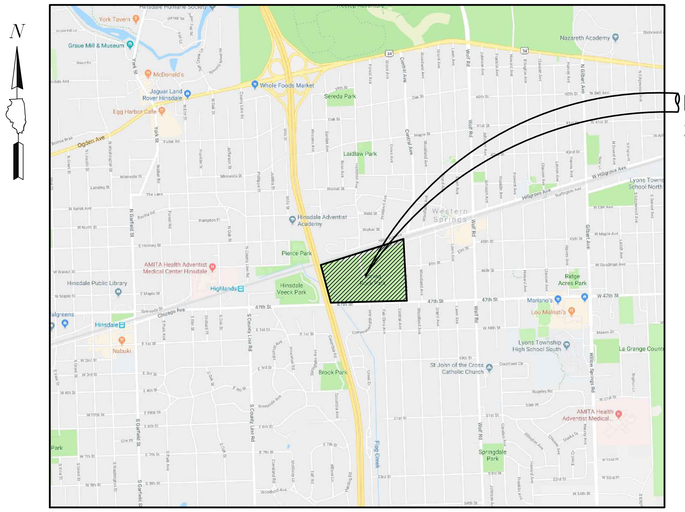
FEATURE	EXISTING	PROPOSED
BUFFALO BOX		
BUSH/SHRUB		
CATCH BASIN		
CLEANOUT	CO	C.O.
COMBINE SEWER LINE		
CONTOUR	708	708
CULVERT		
DITCH/SWALE		
ELECTRIC LINE	E	E
ELECTRIC MANHOLE	E	E
FENCE	X X X X	X X X X
FIRE HYDRANT		
FLARED END SECTION		
GAS LINE	G	G
GAS MANHOLE	G	G
GAS VALVE		
INLET		
LIGHT POLE		
OVERHEAD WIRES	A	A
POWER POLE		
R.O.W LINE		
R.O.W MARKER		
SANITARY FORCEMAIN LINE		
SANITARY SEWER LINE	C	C
SANITARY SEWER MANHOLE	S	S
SIGN		
SPOT ELEVATION	×850.00	×850.0
STORM SEWER LINE		
STORM SEWER MANHOLE	S	S
TELEPHONE LINE	T	T
TELEPHONE MANHOLE	T	T
TELEPHONE BOX/PEDESTAL	T	T
TREE-CONIFEROUS (SIZE/TAG#)	345	345
TREE-DECIDUOUS (SIZE/TAG#)	12"	12"
VALVE BOX		
VALVE VAULT		
WATER VALVE		
WATERMAIN LINE	W	W

EXISTING UTILITIES: WHEN THE PLANS OR SPECIAL PROVISIONS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO THE LOCATION OF SUCH UTILITIES AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDER. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATEVER IN RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES OR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES. HE SHALL ALSO OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES, DETAILED INFORMATION RELATIVE TO THE LOCATION OF THEIR FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THEM.

CONTRACTOR IS RESPONSIBLE FOR CONTACTING J.U.L.I.E. AT 1-800-892-0123 AND MUST ACQUIRE A DIG NUMBER A MINIMUM OF 72 HOURS PRIOR TO ANY WORK BEING DONE.

NOTE: CONSTRUCTION MEANS, METHODS AND JOB SITE SAFETY IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR

J.U.L.I.E
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
CALL 811
811 Know what's below. Call before you dig.



LOCATION MAP
(Not to Scale)

Point Table				
Point #	Northing	Easting	Elevation	Description
1	1872410.39	1100007.35	645.85	CP1 SIR W CAP
2	1872648.07	1100176.82	642.89	CP 2 SXTC

CONTROL DISCLAIMER:
CONTROL PROVIDED ABOVE IS INFORMATION COLLECTED AT TIME OF FIELD WORK. ALL CONTROL POINTS SHALL BE CHECKED AND ELEVATIONS RE-ESTABLISHED WITH BENCHMARK PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO GEWALT-HAMILTON ASSOCIATES, INC. GEWALT HAMILTON ASSOCIATES, INC. IS NOT RESPONSIBLE FOR RE-VERIFICATION IN THE FIELD.

SHEET INDEX

1. TITLE SHEET
2. OVERALL PLAN
3. SITE PLAN
4. SHEET NOTES AND DETAILS
5. GENERAL NOTES AND DETAILS
6. DETAILS
7. CROSS-SECTION A-A
8. CUT-FILL EXHIBIT
9. CUT-FILL EXHIBIT
10. CUT-FILL EXHIBIT

TOPOGRAPHIC SURVEY BY:
GEWALT HAMILTON ASSOCIATES, INC.
625 FOREST EDGE DRIVE
VERNON HILLS, ILLINOIS 60061
TELEPHONE: 847-478-9700

PLANS PREPARED FOR:
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE
WESTERN SPRINGS, ILLINOIS 60558
TELEPHONE: 708-246-4225

PROFESSIONAL DESIGN FIRM LICENSE:
GEWALT HAMILTON ASSOCIATES, INC.
DESIGN FIRM - LAND SURVEYOR/PROF ENG
LICENSE NUMBER: 184.000922-0010
EXPIRES: 6/30/2025

COORDINATING/PERMITTING AGENCIES:
VILLAGE OF WESTERN SPRINGS 708-246-1800

DONALD E. DIXON 062-051136 LICENSED PROFESSIONAL ENGINEER STATE OF ILLINOIS

SIGNED: _____ P.E.
DONALD E. DIXON

DATE: MARCH 24TH, 2025

ILLINOIS LICENSE NO.: 062-051136

EXPIRATION DATE: NOVEMBER 30, 2025

ISSUE FOR PERMIT

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

TITLE SHEET
SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-DT.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DG
DATE: 03-24-25
SCALE: N.A.
SHEET NUMBER: 1
OF 10 SHEETS

D:\5436\5436.120 WSPD Spring Rock Park Projects\5436.120-DT.DWG 3/24/2025 4:16 PM



GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

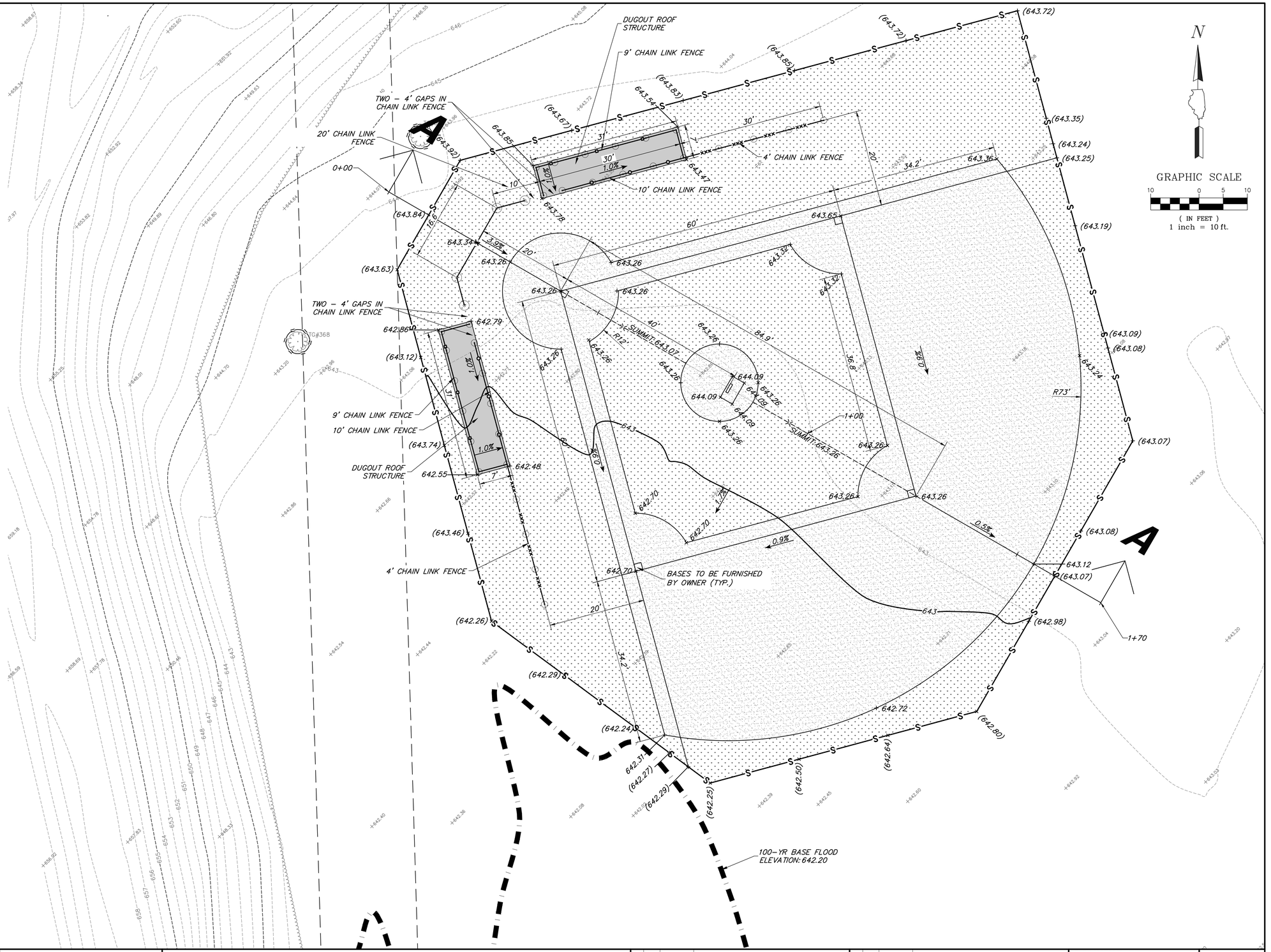
OVERALL PLAN

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-PR.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DG
DATE: 03-24-25
SCALE: 1"=30'
SHEET NUMBER: 2 OF 10 SHEETS



PROPOSED LEGEND

- 6" CA–6 CRUSHED AGGREGATE
- WAUPACA SURE–HOP CLASSIC INFIELD MIX
- SEED RESTORATION NAGS75 BLANKET, FIELD OF DREAMS GAME DAY SEED MIX, 6" PULVERIZED TOPSOIL
- 18' FENCE
- 10' FENCE
- 9' FENCE
- 4' FENCE
- TREE TRUNK PROTECTION FENCE
- PERIMETER EROSION BARRIER
- B.F.E. LINE (642.20)
- ×670.30 PROPOSED SPOT ELEVATION
- XXX CONTOUR
- 0.50% SLOPES
- SUMMIT SUMMITS

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt–Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt–Hamilton Associates, Inc.

SITE PLAN

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120–PR.dwg
DRAWN BY: JMB
DATE: 03–24–25
GHA PROJECT # 5436.120
CHECKED BY: DG
DATE: 03–24–25
SCALE: 1"=10'
SHEET NUMBER: 3 OF 10 SHEETS

EXISTING CONDITION AND DEMOLITION NOTES

1. PRIOR TO STARTING ANY CONSTRUCTION, PROVIDE SOIL EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE PLANS AND AS REQUIRED PER IEPA NPDES GUIDELINES. REFER TO NOTES AND DETAILS THROUGHOUT THE ENTIRE PLAN SET.

2. PRIOR TO STARTING ANY EXCAVATION WORK, PROVIDE TREE PROTECTION AS SHOWN ON THE PLANS AND NOTES THROUGHOUT THE ENTIRE PLAN SET.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FENCING THE ACTIVE WORK ZONE FROM THE PUBLIC AND PROTECTING THE PUBLIC FROM ANY CONSTRUCTION RELATED HAZARDS. AT A MINIMUM, ALL EXCAVATION, DEMOLITION AREAS AND OTHER AREAS POTENTIALLY HAZARDOUS TO PEDESTRIANS AND VEHICLES MUST BE PROTECTED.

4. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION AND DISPOSAL OF ALL EXISTING IMPROVEMENTS ONSITE NECESSARY TO COMPLETE THE JOB. THESE IMPROVEMENTS INCLUDE, BUT ARE NOT LIMITED TO, EXISTING PAVEMENTS, CURBS, SIDEWALKS, UTILITIES, LIGHTING, LIGHT BASES, MANHOLES, FENCES, FOUNDATIONS, AND OTHER STRUCTURES WITHIN THE WORK AREA. EXCAVATE AND GRADE TO PROPOSED PAVEMENT AND BUILDING SUBBASE GRADES. (REFER TO FOUNDATION PLANS FOR PROPOSED BUILDING SUBBASE GRADES.) THESE ITEMS SHALL BE COMPLETELY REMOVED AND LEGALLY DISPOSED OF OFFSITE.

5. REMOVE OR ABANDON EXISTING UTILITIES AS SHOWN. UTILITIES THAT ARE REMOVED, UNLESS OTHERWISE NOTED, SHALL BE BACKFILLED WITH CA-6 CRUSHED STONE IN LIFTS OF 8" OR LESS AND COMPACTED TO 95% MODIFIED PROCTOR DENSITY. UTILITIES TO BE ABANDONED SHALL BE PLUGGED AT BOTH ENDS WITH A MINIMUM OF 2 FEET LONG NON-SHRINK CONCRETE/MORTAR PLUGS. MANHOLE STRUCTURES TO BE ABANDONED SHALL HAVE THE TOP SECTION REMOVED, SEWERS BULKHEADED WITH CONCRETE AND BACKFILLED WITH CA-6 CRUSHED STONE.

6. THE CONTRACTOR SHALL INCLUDE ALL ASSOCIATED COSTS WITH THE REMOVAL, TRANSPORT, DISPOSAL, TESTING AND CERTIFICATION OF "UNCONTAMINATED SOIL" AS DEFINED UNDER 415 ILCS 5/3.160 INCLUDING ANY FEES, TAXES, OR SURCHARGES CHARGED BY OR THROUGH THE OPERATOR(S) OF CLEAN CONSTRUCTION OR DEMOLITION DEBRIS FILL OPERATIONS OR UNCONTAMINATED SOIL FILL OPERATIONS FOR THE ACCEPTANCE OF UNCONTAMINATED SOIL.

7. CONTRACTOR TO STRIP EXISTING TOPSOIL AND STOCKPILE IN THE LOCATION SHOWN ON THE PLANS. PRIOR TO FINAL PLACEMENT OF TOPSOIL THE TOPSOIL SHALL BE PULVERIZED ON-SITE.

8. EXISTING CONDITION SURVEY PROVIDED BY GEWALT HAMILTON ASSOCIATES, INC. DATED OCTOBER 22, 2018.

GEOMETRIC AND PAVING PLAN

1. ALL PAVEMENT DIMENSIONS ARE TO EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. E=EDGE OF PAVEMENT, B=BACK OF CURB, F=FACE OF CURB. RADII DIMENSIONS ARE TO EDGE OF PAVEMENT.

2. PROVIDE 1.90% CROSS SLOPE AND 4.5% MAXIMUM LONGITUDINAL SLOPE ON ALL PEDESTRIAN PATH WAYS UNLESS OTHERWISE INDICATED. ILLINOIS ACCESSIBILITY CODE REQUIRES A MAXIMUM CONSTRUCTED CROSS SLOPE OF 2.00% AND LONGITUDINAL SLOPE OF 5.00%.

3. CONTRACTOR SHALL INSTALL TEMPORARY EROSION CONTROL SEED AND BLANKET AS NECESSARY TO MEET SOIL EROSION AND SEDIMENT CONTROL REQUIREMENTS. REFER TO NOTES AND DETAILS THROUGHOUT THE PLAN SET FOR SPECIFIC MATERIAL REQUIREMENTS.

4. FOR FINAL RESTORATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL DISTURBED TURF AREAS AND PROPOSED TURF AREAS AS FOLLOWS:

   a. PRIOR TO PLACEMENT OF TOPSOIL, RESTORATION AREA SUBGRADE MATERIAL SHALL BE ROTOTILLED AND RE-COMPACTED TO A MAXIMUM OF 80% STANDARD PROCTOR TO A DEPTH OF 6".
   b. SPREAD A MINIMUM OF 6" OF EXISTING SITE SALVAGED SCREENED TOPSOIL OR NEW PULVERIZED TOPSOIL ON ALL DISTURBED AREAS. COMPACT TO 80% STANDARD PROCTOR.
   c. TOPSOIL MUST BE FREE OF LITTER, BRUSH, ROCKS AND EARTH CLODS OF GREATER THAN 1 INCH IN ANY DIMENSION. CONTAIN BETWEEN 1%-10% ORGANIC MATTER, 12%-50% CLAY, AND LESS THAN 55% SAND CONTENT. PH SHALL BE BETWEEN 6.0 AND 8.0.
   d. SEED RESTORATION AREAS AS FOLLOWS:
      - IDOT CLASS 1 SEED. (LAWN MIXTURE)
      - FERTILIZER SHALL BE APPLIED FOLLOWING IDOT REQUIREMENTS.
      - EROSION CONTROL BLANKET SHALL BE NORTH AMERICAN GREEN S75 OR APPROVED EQUAL INSTALLED FOLLOWING MANUFACTURER GUIDELINES.
   e. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THE RESTORED AREA PER IDOT SPECIFICATIONS FOR A DURATION OF 30 DAYS PRIOR TO THE OWNER'S FINAL REVIEW AND ACCEPTANCE. IF RESTORATION HAS NOT SHOWN A "CATCH" OR UNIFORM STAND, THE CONTRACTOR SHALL REPEAT RESEEDING OR RESODDING UNTIL A UNIFORM STAND IS ACHIEVED.

5. ONCE RESTORATION HAS BEEN COMPLETED, THE CONTRACTOR SHALL REMOVE EROSION CONTROL DEVICES. SILT FENCE TRENCHES SHALL BE BACKFILLED AND RESTORED IN KIND. STORM STRUCTURES SHALL BE CLEANED OF DEBRIS.

6. INSTALL NEW 4 FOOT HIGH, 9 FOOT HIGH, 10 FOOT HIGH AND 20 FOOT HIGH CHAIN LINK FENCE AS SHOWN ON THIS PAGE. FENCE FABRIC, LINE POST SPACING AND DIAMETERS TO MATCH 4 FOOT HIGH CHAIN LINK FENCE DETAIL. TOP AND BOTTOM RAIL FOR 4 FOOT HIGH FENCE IS REQUIRED.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THE RESTORED AREA PER IDOT SPECIFICATIONS FOR A DURATION OF 30 DAYS PRIOR TO THE OWNER'S FINAL REVIEW AND ACCEPTANCE. IF RESTORATION HAS NOT SHOWN A "CATCH" OR UNIFORM STAND, THE CONTRACTOR SHALL REPEAT RESEEDING OR RESODDING UNTIL A UNIFORM STAND IS ACHIEVED.

GRADING PLAN NOTES

1. REFER TO GENERAL NOTES FOR GRADING, COMPACTION AND PROOF ROLL REQUIREMENTS.

2. THE CONTRACTOR SHALL IMPORT OR EXPORT SOIL AS NECESSARY TO CONSTRUCT THE SITE TO SPECIFIED PLAN GRADES. SUCH WORK IS CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR SUCH WORK. MINOR ADJUSTMENTS TO GRADES CAN BE ACCOMMODATED WITH PROJECT ENGINEER APPROVAL.

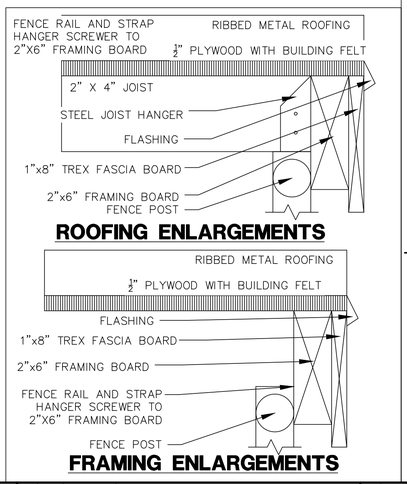
3. THE CONTRACTOR SHALL INCLUDE ALL ASSOCIATED COSTS WITH THE REMOVAL, TRANSPORT, DISPOSAL, TESTING AND CERTIFICATION OF "UNCONTAMINATED SOIL" AS DEFINED UNDER 415 ILCS 5/3.160 INCLUDING ANY FEES, TAXES, OR SURCHARGES CHARGED BY OR THROUGH THE OPERATOR(S) OF CLEAN CONSTRUCTION OR DEMOLITION DEBRIS FILL OPERATIONS OR UNCONTAMINATED SOIL FILL OPERATIONS FOR THE ACCEPTANCE OF UNCONTAMINATED SOIL.

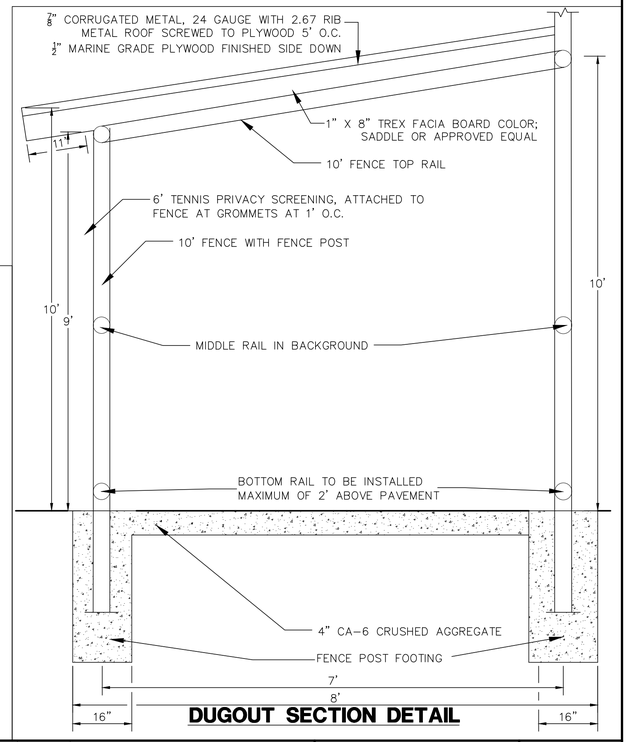
4. CONTRACTOR SHALL PROVIDE THE FOLLOWING AS-CONSTRUCTED DOCUMENTS AT THE CONCLUSION OF THE PROJECT:
   a. LAWN OR OPEN SPACE AREAS
      - SPOT ELEVATIONS AT A MAXIMUM 10 FOOT GRID.
      - SPOT ELEVATION TOP AND BOTTOM OF BERMS OR SWALES
   b. SOFTBALL FIELD
      - SPOT ELEVATIONS AT SUMMIT / HIGH AND LOW POINTS.
      - SPOT ELEVATIONS AT LOCATIONS AROUND BASE OF PITCHERS MOUND.
      - SPOT ELEVATIONS AT TOP OF PITCHERS MOUND.
      - SPOT ELEVATIONS AT LIMITS OF INFIELD MIX EVERY 5' ALONG ARC OF MIX/GRASS TRANSITION SPOT ELEVATIONS AT LOCATION OF FIRST, SECOND, THIRD AND HOME PLATE.

5. REFER TO SWPPP PLAN FOR SEQUENCE OF CONSTRUCTION. NOTE MASS GRADING WORK ZONE AREAS SHALL BE MINIMIZED TO PREVENT EROSION. ONCE A WORK ZONE HAS BEEN ROUGH GRADED, STABILIZE AREA WITH MULCH AND PROCEED TO NEXT WORK AREA UNTIL SITE IS COMPLETED.

6. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TO ALL INLETS AND CATCHBASINS. AREAS OF SURFACE PONDING SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

7. ALL LAWN AREAS DISTURBED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO PRECONSTRUCTION LAWN CONDITION FOLLOWING RESTORATION REQUIREMENTS.





GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

SHEET NOTES AND DETAILS

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-DT.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT #: 5436.120
CHECKED BY: DG
DATE: 03-24-25
SCALE: N.A.
SHEET NUMBER: 4
OF 10 SHEETS

G:\5436\5436.120_WSPD_SPRING_ROCK_PARK_PRACTICE_RENTAL\PD-DT.DWG 3/24/2025 4:17 PM

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE PERFORMED ACCORDING TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS" LATEST EDITION, THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" LATEST EDITION, THE ILLINOIS PLUMBING CODE, THE DETAILS IN THESE PLANS, THE CONTRACT DOCUMENTS, ALL APPLICABLE REQUIREMENTS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE IEPA AND ORDINANCES OF AUTHORITIES HAVING JURISDICTION AND ALL ADDENDA THERETO.

2. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SO THAT THE CONFLICT MAY BE RESOLVED.

3. WHENEVER, DURING CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, DITCHES, ETC. SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THE LOOSE MATERIAL WILL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE CONTRACT. THE CONTRACTOR'S FAILURE TO PROVIDE THE ABOVE WILL PRECLUDE ANY POSSIBLE ADDED COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT THEREOF.

4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE PRIOR TO ORDERING MATERIALS. IN ADDITION, THE CONTRACTOR MUST VERIFY THE LINE AND GRADES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSION OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS/HER OWN RISK AND EXPENSE AND NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY COSTS INCURRED..

5. ALL PAVEMENT DIMENSIONS ARE SHOWN TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

6. WHERE SECTION OR SUBSECTION MONUMENTS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE THE MONUMENTS ARE REMOVED. THE CONTRACTOR SHALL CAREFULLY PRESERVE ALL PROPERTY MARKS AND MONUMENTS UNTIL THE OWNER, AUTHORIZED SURVEYOR OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION.

7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS PRIOR TO BEGINNING WORK.

8. IF DURING CONSTRUCTION THE CONTRACTOR ENCOUNTERS OR OTHERWISE BECOMES AWARE OF ANY SEWERS OR UNDERDRAINS OTHER THAN THOSE SHOWN ON THE PLANS, HE/SHE SHALL INFORM THE ENGINEER, WHO SHALL DIRECT THE WORK NECESSARY TO MAINTAIN OR REPLACE THE FACILITIES IN SERVICE AND TO PROTECT THEM FROM DAMAGE DURING CONSTRUCTION IF MAINTAINED. EXISTING FACILITIES TO BE MAINTAINED THAT ARE DAMAGED BECAUSE OF NON-COMPLIANCE WITH THIS PROVISION SHALL BE REPLACED AT THE CONTRACTOR'S OWN EXPENSE.

9. THE CONTRACTOR SHALL PROVIDE TEMPORARY TOILET FACILITIES AND HAND SANITIZING STATIONS FOR THE USE OF ALL THE CONTRACTORS PERSONNEL EMPLOYED ON THE WORK SITE. THE FACILITIES SHALL BE MAINTAINED IN PROPER SANITARY CONDITION THROUGHOUT THE PROJECT. THE LOCATION OF THE TEMPORARY FACILITIES SHALL BE APPROVED BY THE ENGINEER.

10. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE NPDES PERMIT AND SWPPP MANUAL. IF NO NPDES PERMIT OR SWPPP MANUAL IS NEEDED FOR THE PROJECT THE CONTRACTOR SHALL PERFORM SOIL EROSION SEDIMENT CONTROL BEST PRACTICES OR AS DIRECTED BY THE OWNER TO PREVENT ILLICIT DISCHARGES FROM THE SITE.

PROJECT SPECIFIC NOTES

1. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF INITIAL ACCEPTANCE OF THE WORK BY THE OWNER AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE.

2. ALL CONSTRUCTION WILL BE INSPECTED BY THE OWNER'S REPRESENTATIVE. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE MUNICIPALITY AS WELL AS THE STANDARD SPECIFICATIONS.

3. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER, THE MUNICIPALITY AND THEIR AGENTS, FROM ALL LIABILITY INVOLVED IN CONSTRUCTION, INSTALLATION AND TESTING OF THE WORK ON THIS PROJECT.

4. THE CONTRACTOR MUST CARRY INSURANCE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. ALL OFFICIALS, EMPLOYEES AND AGENTS OF GEWALT HAMILTON ASSOCIATES MUST BE LISTED AS ADDITIONAL INSURED.

5. ALL ELEVATIONS ARE ON NAVD 88 VERTICAL DATUM.

6. STOCKPILING MATERIAL WITHIN THE 100 YEAR FLOOD PLAIN AND OR THE FLOODWAY IS STRICTLY PROHIBITED

7. ALL STONE USED ON THE PROJECT SHALL BE CRUSHED UNLESS SPECIFICALLY NOTED OTHERWISE.

8. ALL CONCRETE SHALL CONSIST OF PORTLAND CEMENT CONCRETE MEETING REQUIREMENTS OF SECTION 1020. ALL POST FOUNDATIONS SHALL BE CLASS SI 3,500 PSI @ 14 DAYS. ALL CONCRETE REQUIRING A CURE TIME FASTER THAN 3 DAYS SHALL HAVE A MIX DESIGN SUBMITTED TO THE ENGINEER FOR APPROVAL. WHEN REQUIRED BY THE MUNICIPALITY, FLY ASH SHALL NOT BE USED IN THE MIX DESIGN. SLUMP SHALL BE 2-4" AND AIR CONTENT SHALL BE BETWEEN 5-8% UNLESS MODIFIED BY ARTICLE 1020.04.

9. SPREAD SCREENED TOPSOIL ON ALL DISTURBED AREAS AND PROPOSED GREEN AREAS. TOPSOIL SHALL COMPLY WITH REQUIREMENTS OF ARTICLE 1081.05.

SPECIAL PROVISIONS

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) MATERIAL DISPOSAL

WORK UNDER THIS ITEM SHALL BE PERFORMED IN COMPLIANCE WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) GUIDELINES IN EFFECT AT THE TIME OF CONSTRUCTION. THE CONTRACTOR WILL BE REQUIRED TO MAKE ALL ARRANGEMENTS FOR COORDINATION AND SUBMISSION OF THE NECESSARY DOCUMENTS WITH THEIR CHOSEN CCDD OR OTHER SUITABLE DISPOSAL FACILITY. WRITTEN CONFIRMATION OF PRELIMINARY APPROVAL MUST BE PROVIDED FROM THE DISPOSAL FACILITY AND CONFIRMED BY THE OWNER AS ACCEPTABLE. ALL SURPLUS, CLEAN MATERIAL GENERATED FROM THE CONTRACTOR'S ACTIVITIES MUST BE DISPOSED OF AT AN IEPA PERMITTED CCDD OR OTHERWISE ACCEPTABLE FACILITY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING DOCUMENTATION TO THE OWNER FOR EACH LOAD HAULED OFF-SITE SHOWING THE QUANTITY OF MATERIAL AND THE LOCATION THE MATERIAL WAS DISPOSED OF. NO EXTRA COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY EXPENSES INCURRED COMPLYING WITH THESE REQUIREMENTS INCLUDING BUT NOT LIMITED TO: DELAYS, INCONVENIENCE, OR INTERRUPTIONS IN THE WORK RESULTING FROM COMPLIANCE WITH THESE REQUIREMENTS. ALL COSTS ASSOCIATED WITH MATERIAL TESTING AND DISPOSAL SHALL BE INCLUDED IN THE COST OF THE CONTRACT.

EROSION CONTROL NOTES

1. AT A MINIMUM, THE CONTRACTOR SHALL INSTALL AND MAINTAIN SOIL EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE LATEST EDITION OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S URBAN MANUAL.

2. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS.

3. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ANY ROAD OF MATERIAL THAT IS FROM THE PROJECT. THIS WILL BE DONE AT THE CLOSE OF EACH DAY OF WORK OR MORE FREQUENTLY AS FIELD CONDITIONS WARRANT.

4. ALL STORM WATER STRUCTURES WITH OPEN LIDS SHALL BE PROTECTED WITH INLET FILTER BASKETS. DURING CONSTRUCTION, SEDIMENT SHALL BE REMOVED AS NEEDED, AND BASKETS SHALL BE REPAIRED OR REPLACED AS NEEDED.

5. AFTER ACHIEVING PERMANENT VEGETATION, ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE REMOVED, AND THE DRAINAGE STRUCTURES SHALL BE CLEANED.

6. THE CONTRACTOR SHALL KEEP A WATER SOURCE AT THEIR DISPOSAL FOR THE PURPOSE OF WATERING DOWN SOIL ON SITE AND ADJACENT ROADWAYS WHICH OTHERWISE MAY BECOME AIRBORNE.

7. THE CONTRACTOR SHALL STABILIZE ALL IDLE, DISTURBED AREAS WITHIN SEVEN DAYS OF CESSATION OF THE CONSTRUCTION ACTIVITIES IN THAT AREA.

8. THE CONTRACTOR IS EXPRESSLY ADVISED NOT TO DISTURB AREAS WHICH ARE OUTSIDE THOSE NECESSARY TO PROVIDE THE IMPROVEMENTS AS CALLED FOR IN THE PLANS.

9. ALL EROSION CONTROL MEASURES SHALL BE REPLACED IF DAMAGED OR MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

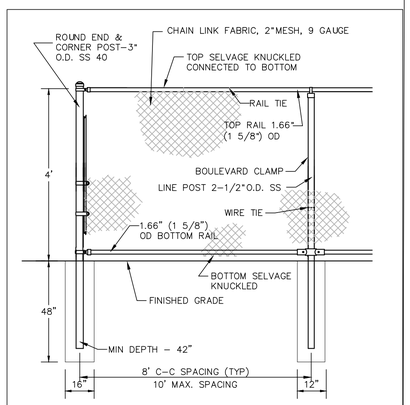
10. ALL BYPASS CHANNELS, MUST BE CONSTRUCTED SO THAT CHANNEL FLOWS WILL NOT CAUSE EROSION OF EXCAVATED MATERIAL. IN EACH CASE A SEDIMENTATION BASIN MUST BE CONSTRUCTED SO AS TO ALLOW THE SEDIMENT TO SETTLE PRIOR TO THE DOWNSTREAM OUTLET OF THE PROJECT AREA.

11. PUMPS MAY BE USED AS BYPASS DEVICES, BUT IN NO CASE WILL THE WATER BE DIVERTED OUTSIDE THE PROJECT LIMIT. ALL PUMPED WATER SHALL BE FREE OF SILT. PUMPING MAY REQUIRE THE USE OF A SEDIMENT CONTAINMENT FILTER BAG AND OTHER SUPPLEMENTAL SEDIMENT CONTROL MEASURES.

12. CONCRETE WASHOUT FACILITIES SHALL BE MADE AVAILABLE IF NEEDED, AND PROPERLY MAINTAINED THROUGHOUT THE PROJECT.

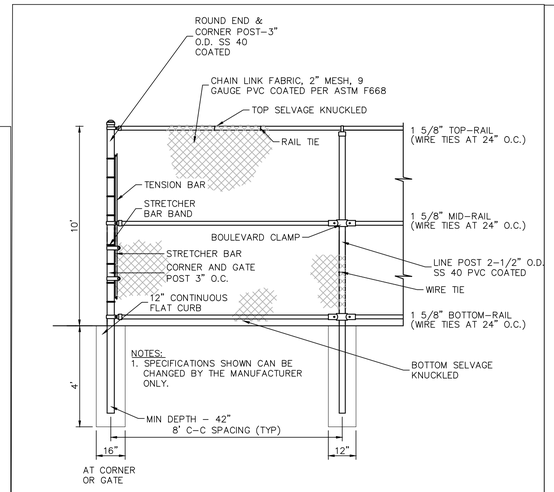
13. PROPERLY MANAGE ALL MATERIAL STORAGE AREAS, PORTABLE TOILETS, AND EQUIPMENT FUELING, CLEANING, AND MAINTENANCE AREAS TO ENSURE THESE AREAS ARE FREE OF SPILLS, LEAKS, OR OTHER POTENTIAL POLLUTANTS.

14. WASTE, CONSTRUCTION DEBRIS, AND BUILDING MATERIALS SHALL BE COLLECTED AND PLACED IN APPROVED RECEPTACLES.



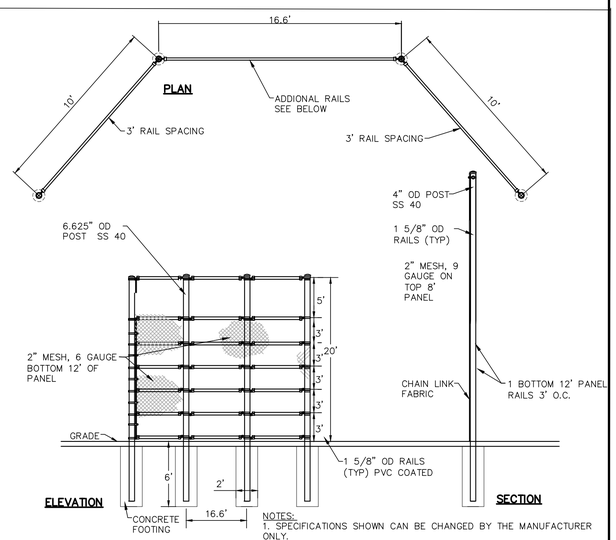
NOTES:
1. SPECIFICATIONS SHOWN CAN BE CHANGED BY THE MANUFACTURER ONLY.
2. FOOTING WIDTH TO BE (4)X POST WIDTH.
3. ALL FENCING AND POSTS SHALL BE FUSE BONDED BLACK COATED FENCE
4. BOTTOM RAIL ON ALL FENCING SHALL BE A MAX. OF 2" ABOVE THE FINISHED GRADE.

4' FENCE DETAIL



NOTES:
1. SPECIFICATIONS SHOWN CAN BE CHANGED BY THE MANUFACTURER ONLY.
2. ALL AND POSTS SHALL BE FUSE BONDED BLACK COATED FENCE.
3. BOTTOM RAIL ON ALL FENCING SHALL BE A MAX. OF 2" ABOVE THE FINISHED COURT GRADE. VINYL COVER. #3 BRASS GROMMETS SHALL BE INSTALLED 12" C-C ALONG TOP, MIDDLE AND BOTTOM.
4. ATTACH FENCE WIRE TIES, 12" C-C.

10' FENCE DETAIL



NOTES:
1. SPECIFICATIONS SHOWN CAN BE CHANGED BY THE MANUFACTURER ONLY.
2. ALL FENCING AND POSTS SHALL BE FUSE BONDED BLACK COATED FENCE.
3. BOTTOM RAIL ON ALL FENCING SHALL BE A MAX. OF 2" ABOVE THE FINISHED GRADE.

20' BASEBALL FIELD BACKSTOP

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

GENERAL NOTES AND DETAILS

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-DT.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DG
DATE: 03-24-25
SCALE: N.A.
SHEET NUMBER: 5
OF 10 SHEETS

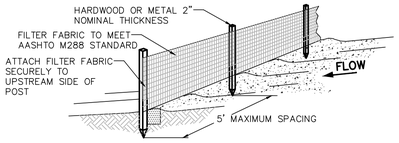
X:\AUTOCAD\5436.120 WSPS SPRING ROCK PARK PRIMROSE 4845\5436.120-DT.DWG 3/24/2025 4:17 PM

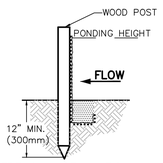
NOTES:

1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" (225mm) MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
4. FABRIC AND INSTALLATION SHALL MEET THE REQUIREMENTS OF ASSHTO STANDARD SPECIFICATION M-288-00.
5. SLICING METHOD IS PREFERRED.

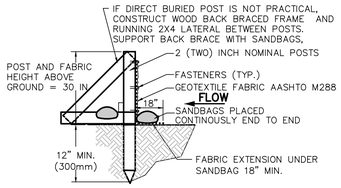
PROPERTY	TEST PROCEDURE	
Grab Elongation		
Machine Direction	ASTM D-4533	123 lbs
X-Machine Direction	ASTM D-4833	101 lbs
Permittivity	ASTM D-4491	0.05 sec^{-1}
A.S.O.	ASTM D-4751	30 u.s. Sieve
UV Stability	ASTM D-4355	70%

1. SET POSTS AND EXCAVATE OR SLIT-TRENCH A 6-INCH DEEP TRENCH UPSLOPE ALONG THE LINE OF THE POST
2. ATTACH AASHTO GEOTEXTILE FILTER FABRIC TO EACH POST WITH A MINIMUM OF 3(THREE) FASTENERS PER POST AND EXTEND TO THE BOTTOM OF THE TRENCH. ACCEPTABLE FASTENERS INCLUDE STAPLES, ZIP-TIES, OR WIRE TIES.
3. BACKFILL AND COMPACT THE EXCAVATED SPOIL MATERIALS





TRENCH INSTALLATION



INSTALLATION WITHOUT TRENCHING

03.15.2016

GHA GEWALT HAMILTON ASSOCIATES, INC.

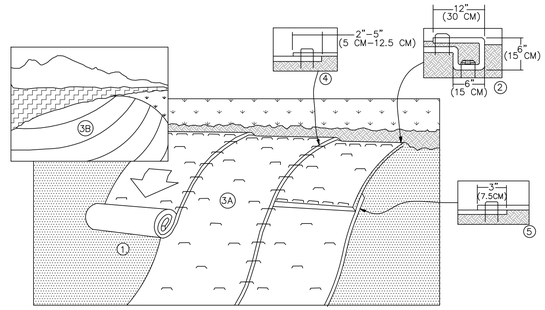
SILT FENCE INSTALLATION DETAIL

NOTES:

1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP'S), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECP'S IN A 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF RECP'S BACK OVER SEED AND COMPACTED SOIL. SECURE RECP'S OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE RECP'S.
3. ROLL THE RECP'S (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE. RECP'S WILL UNROLL WITH APPROPRIATE SIDE AGAINST SOIL SURFACE. ALL RECP'S MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECP'S MUST BE STAPLED WITH APPROXIMATELY 2"-5" (5 CM – 12.5 CM) OVERLAP DEPENDING ON RECP'S TYPE.
5. CONSECUTIVE RECP'S SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE RECP'S WIDTH.

NOTE:

*IN LOOSE SOIL, CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP'S.

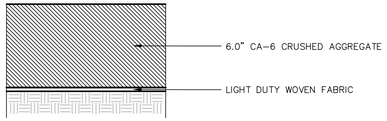


STAPLE PLACEMENTS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. SEE STAPLE PATTERN GUIDES FOR ACTUAL RECOMMENDED PLACEMENTS.

03.15.2016

GHA GEWALT HAMILTON ASSOCIATES, INC.

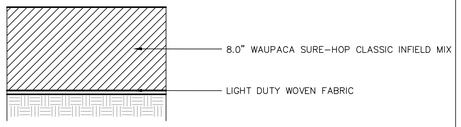
EROSION CONTROL BLANKET SLOPE INSTALLATION



02.01.2021

GHA GEWALT HAMILTON ASSOCIATES, INC.

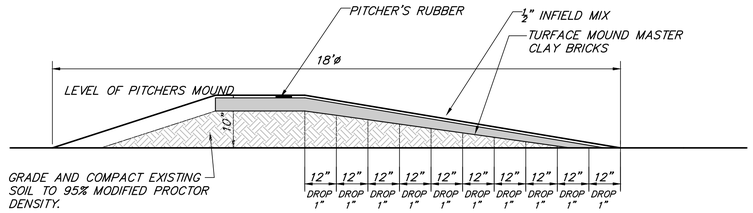
CA-6 CRUSHED STONE DETAIL



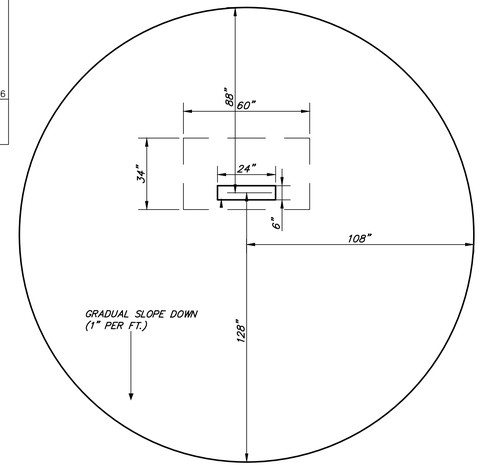
02.01.2021

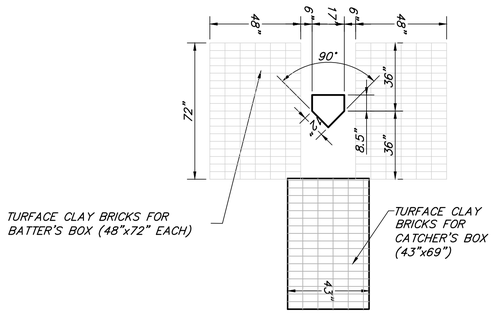
GHA GEWALT HAMILTON ASSOCIATES, INC.

INFIELD MIX DETAIL

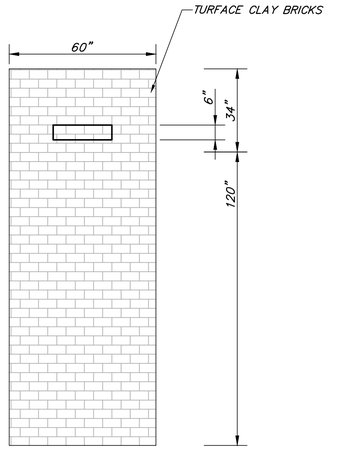


PITCHER'S MOUND DETAIL





BATTER'S BOX & CATCHER'S BOX DETAIL



WOVEN	STYLE DESCRIPTION	STANDARDS/REQUIREMENTS	RECOMMENDED PRODUCTS
LIGHT DUTY	SUBGRADE/SUBBASE SEPARATION	6 oz	
		MINIMUM GRAD TENSILE ASTM D4632 = 315 LBS	PROPEX GEOTEX 315ST
		MINIMUM TRAPEZOID TEAR ASTM D4533 = 113 LBS	US FABRICS 315
		MINIMUM FLOW RATE ASTM D4491 = 4 GAL/MIN/SQFT	THRACE LINQ GTF-300
			TENCATE MIRAFI 600X

Waupaca Sand & Solutions
Division of Faulks Bros. Construction, Inc.
E3481 Royalton Street Ph: 715-258-8566
Waupaca, WI 54981 Fax: 715-256-3983
www.WaupacaSand.com

Sure-Hop™ Classic Infield Mix
Baseball or Softball Field Infield Skin Surface

PART 1 – GENERAL

1.1 SUMMARY

A. This section includes the material and labor requirements for construction of a complete infield skin surface for the following items:

1. Sure-Hop™ Classic Infield Mix

B. Related Sections include, but are not limited to:

1. Site Preparation
2. Earthwork

1.2 SUBMITTALS

A. Prior to commencement of construction, contractor shall submit a sample of product to be utilized, and an independent laboratory test result indicating the particle size analysis and sand/silt/clay content of the product for approval from Owner's Representative. Tests shall be performed in accordance with ASTM F-1632.

1.3 PROJECT/SITE CONDITIONS

A. All site work and earth work shall be performed in accordance with the preceding sections.

B. Verify dimensions, compaction, and grading of sub base material prior to placement of the infield skin material.

C. Where infield skin material is indicated on plans to fit with other construction, verify dimensions of other construction prior to placement of infield skin material.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Installer of materials specified shall have a minimum of five successful installations of similar projects and materials, or approval by manufacturer.

Waupaca Sand & Solutions
Division of Faulks Bros. Construction, Inc.
E3481 Royalton Street Ph: 715-258-8566
Waupaca, WI 54981 Fax: 715-256-3983
www.WaupacaSand.com

PART 2 – PRODUCTS

2.1 INFIELD MIX MANUFACTURERS

A. Sure-Hop™ Classic Infield Mix is provided by the following manufacturer:

1. Waupaca Sand & Solutions, E3481 Royalton Street, Waupaca, WI 54981, Phone 715-258-8566, Fax: 715-256-3983, Website www.WaupacaSand.com, Email info@WaupacaSand.com

2.2 INFIELD MIX MATERIALS

A. Sure-Hop™ Classic Infield Mix manufactured by Waupaca Sand & Solutions, E3481 Royalton Street, Waupaca, WI 54981, Phone 715-258-8566

B. Particle Size Specification

1. Total sand content shall be 75-81%
2. Total combined silt and clay content shall be 19-25%
3. Particle size distribution shall be as follows:

% Passing	mm	US Sieve
85-100%	Gravel 2.0	10
67-96%	V. Coarse 1.0	18
50-86%	Coarse 0.5	35
38-71%	Medium 0.25	60
27-63%	Fine 0.15	100
17-25%	V. Fine 0.05	270

PART 3 – EXECUTION

3.1 SUB BASE VERIFICATION

A. Contractor shall verify that the sub base has been prepared according to specifications with regard to compaction and grade, and is free of debris prior to placement of infield skin material.

3.2 INFIELD MIX PLACEMENT

A. Place material in 2 inch lifts and compact. Scarify the surface to facilitate bonding of the next lift. Repeat until finish grade elevation is achieved.

B. Depth of material shall be 4 inches to 6 inches when compacted and finished.

C. Finish grade material with a box blade, laser grader, or equal, according to plans. A 0.5%-1.0% slope towards drainage areas is recommended to facilitate surface drainage.

Waupaca Sand & Solutions
Division of Faulks Bros. Construction, Inc.
E3481 Royalton Street Ph: 715-258-8566
Waupaca, WI 54981 Fax: 715-256-3983
www.WaupacaSand.com

3.3 INSPECTION

A. Entire playing field shall be checked for irregularities through visual observation and laser survey equipment and adjusted to meet the finish grade per the plans. Compacted Sure-Hop™ Classic Infield Mix shall be firm with no soft areas.

END OF SECTION

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

DETAILS

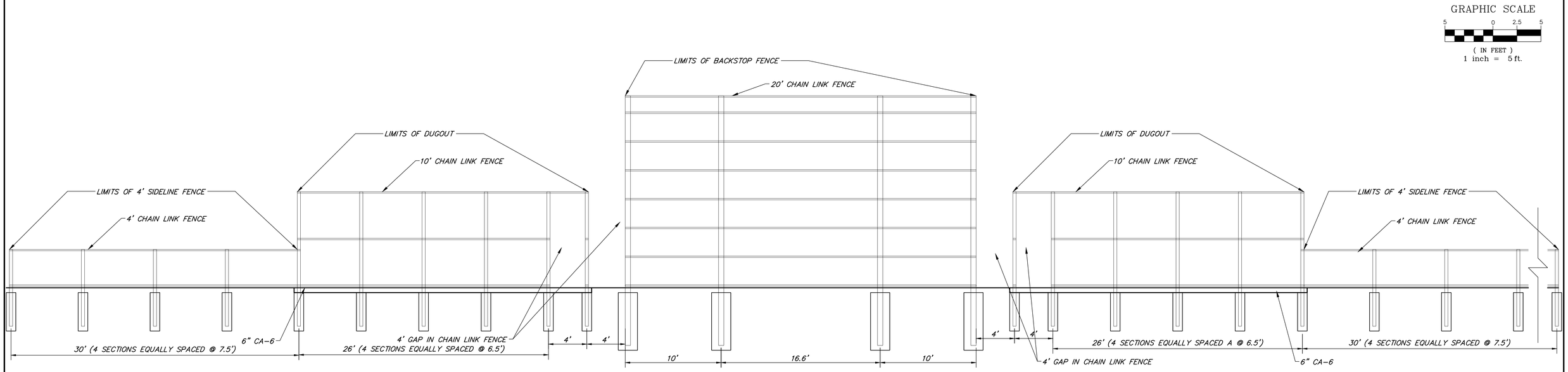
SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

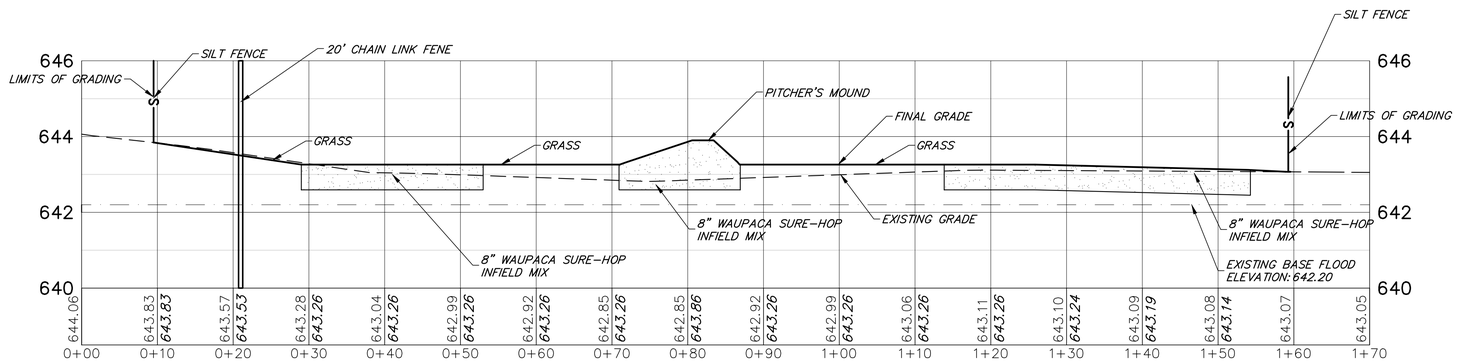
NO.	BY	DATE	REVISION

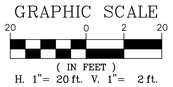
NO.	BY	DATE	REVISION

FILE: 5436.120-DT.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DC
DATE: 03-24-25
SCALE: N.A.
SHEET NUMBER: 6
OF 10 SHEETS

J:\5400\5436.120 WSPD SWIMMING POOL PARK ENHANCE 2025\5436.120-DT.DWG 3/24/2025 4:17 PM







GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

CROSS-SECTION A-A

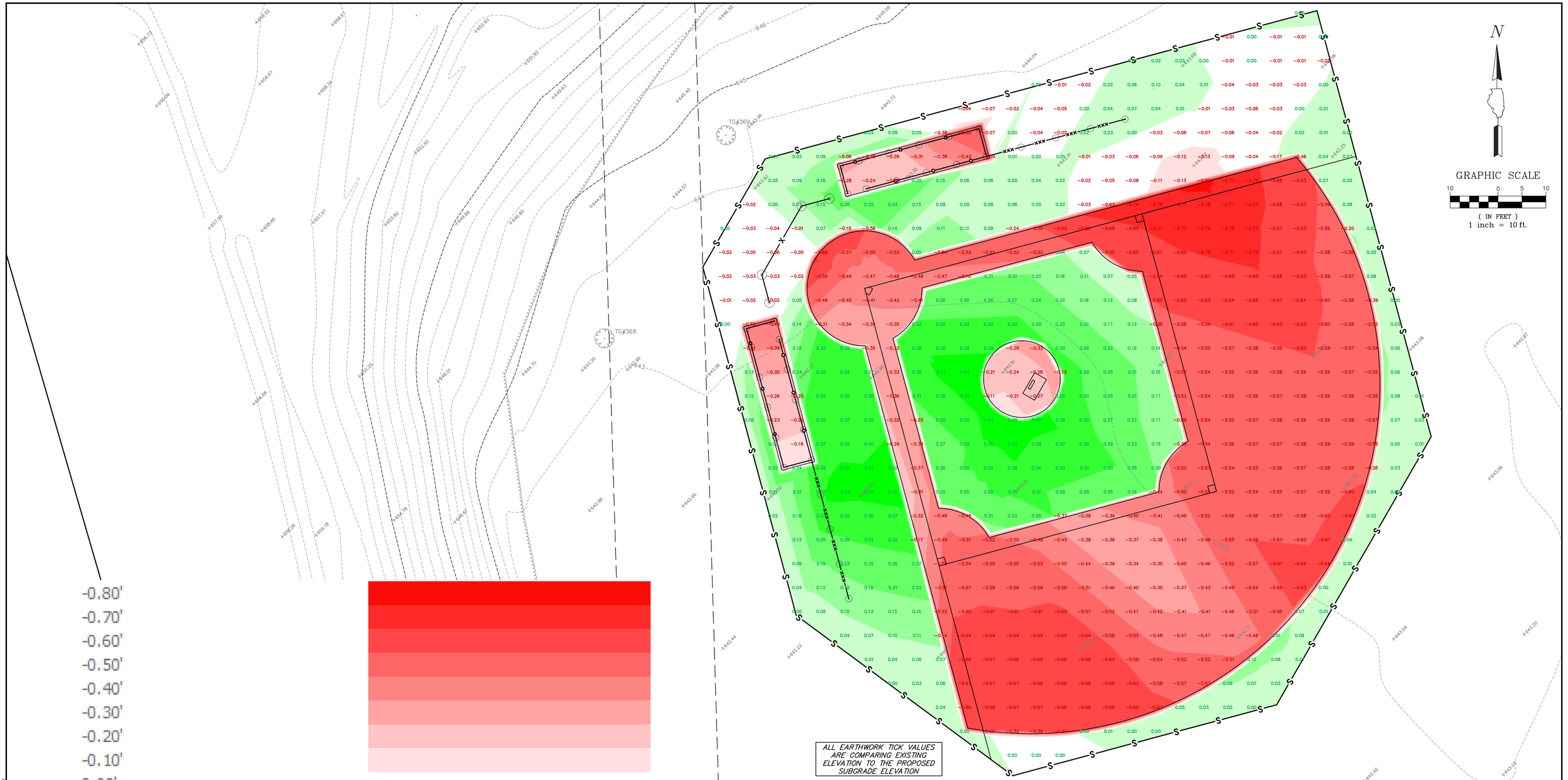
SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-PR.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DG
DATE: 03-24-25
SCALE: 1"=10'

SHEET NUMBER: 7
OF 10 SHEETS



Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
SG-EG	1.00	1.00	16999.38 Sq. Ft.	162.681 Cu. Yd.	43.584 Cu. Yd.	119.097 Cu. Yd.<Cut>

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

CUT-FILL EXHIBIT

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-PR.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DG
DATE: 03-24-25
SCALE: 1"=10'
SHEET NUMBER: 8 OF 10 SHEETS

J:\5400\5436.120 WSP\ WSP\ DWG\ PARK PRACTICE\ 5436.120-PR.DWG 3/24/2025 4:19 PM

N

GRAPHIC SCALE

10 0 5 10

(IN FEET)
1 inch = 10 ft.

Maximum Elevation	Color Scheme
-0.10'	
0.00'	
0.10'	
0.20'	
0.30'	
0.40'	
0.50'	
0.60'	
0.70'	
0.80'	
0.90'	
1.00'	
1.10'	

ALL EARTHWORK TICK VALUES ARE COMPARING EXISTING ELEVATION TO THE PROPOSED FINAL GRADE ELEVATION

Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
EG-FG	1.00	1.00	16999.38 Sq. Ft.	3.650 Cu. Yd.	84.349 Cu. Yd.	80.699 Cu. Yd.<Fill>

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

CUT-FILL EXHIBIT

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-PR.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT # 5436.120
CHECKED BY: DC
DATE: 03-24-25
SCALE: 1"=10'
SHEET NUMBER: 9
OF 10 SHEETS

N

GRAPHIC SCALE

10 0 5 10

(IN FEET)
1 inch = 10 ft.

-1.30'
-1.20'
-1.10'
-1.00'
-0.90'
-0.80'
-0.70'
-0.60'
-0.50'
-0.40'
-0.30'
-0.20'
-0.10'
0.00'
0.10'

ALL EARTHWORK TICK VALUES ARE COMPARING PROPOSED SUBGRADE ELEVATION TO THE PROPOSED FINAL GRADE ELEVATION

Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
SG-FG	1.00	1.00	16999.38 Sq. Ft.	200.052 Cu. Yd.	0.256 Cu. Yd.	199.796 Cu. Yd.<Cut>

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

CUT-FILL EXHIBIT

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-PR.dwg
DRAWN BY: JMB
DATE: 03-24-25
GHA PROJECT #: 5436.120
CHECKED BY: DC
DATE: 03-24-25
SCALE: 1"=10'
SHEET NUMBER: 10
OF 10 SHEETS

Protecting Our Water Environment

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

BOARD OF COMMISSIONERS
Kari K. Steele
President
Patricia Theresa Flynn
Vice President
Marcelino Garcia
Chairman of Finance
Precious Brady-Davis
Yumeka Brown
Cameron Davis
Beth McElroy Kirkwood
Eira L. Corral Sepúlveda
Sharon Waller

September 3, 2025

Mr. Donald E. Dixon, P.E.
Principal
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061

Dear Mr. Dixon:

Subject: Watershed Management Ordinance Permit Applicability
Spring Rock Park
4400 Central Avenue
Western Springs, IL

This is in response to your letter, dated August 21, 2025, requesting whether a Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) permit will be required for the subject project. As described in your letter and shown on the submitted exhibits, the proposed project includes a baseball field, dugouts with roofs, and grading. The dugouts are less than 0.10 acre and surrounded by a majority of pervious land. Locally required detention was provided under MWRD Permit No. 2014-0204, and detention was provided on the property holdings under MWRD Permit No. 2019-0224. Approximately 0.23 acre of aggregate development was documented under the attached permit determination letter. The development appears to be located outside the flood protection area (FPA). The area of property holdings is greater than 3.0 acres and appears to be less than 30 percent impervious. Less than 0.50 acre of development is proposed. Storm sewers in the combined sewer area (CSA) and sanitary sewers are not proposed.

In-kind landscape area replacement, without grading or drainage modifications may be considered maintenance. Since the proposed project includes less than 0.50 acre of development and does not include development in the FPA, a WMO permit will not be required. Pervious land to remain pervious and the dugout outdoor accessory features may be considered open space development, which is not subject to §503 volume control or §504 detention requirements. Prior to conducting any work, be sure to contact the local, state, and federal authorities to obtain any and all approvals for the project.

This permit determination is dependent on the information provided and may change if the project scope is modified. If you have any questions, please email me at MihalacheC@mwrd.org.

Sincerely,

Constance Mihalache

Constance Mihalache, PhD, P.E.
Senior Civil Engineer

CM
Attachment
cc: Jeff Koza, Authorized Municipality Enforcement Officer, Village of Western Springs
Permit Files 2014-0204 and 2019-0224
PD#195

Protecting Our Water Environment

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

BOARD OF COMMISSIONERS

Kari K. Steele
President
Kimberly Du Buclet
Vice President
Marcelino Garcia
Chairman of Finance
Yumeka Brown
Cameron Davis
Patricia Theresa Flynn
Daniel Pogorzelski
Eira L. Corral Sepúlveda
Mariyana T. Spyropoulos

April 5, 2023

Mr. Donald E. Dixon, P.E.
Principal
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061

Dear Mr. Dixon:

Subject: Watershed Management Ordinance Permit Applicability
Spring Rock Park
4400 Central Avenue
Western Springs, IL

This is in response to your letter, dated March 14, 2023, requesting whether a Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) permit will be required for the subject project. As described in your letter and shown on the submitted exhibits, the proposed project includes pickleball courts, a parking lot expansion, and sidewalk. Per your letter, the pickleball courts replace tennis courts that were recently used as a construction staging area for an Illinois Tollway project. Your letter indicates the proposed pickleball courts will return a portion of the tennis court area to original conditions, with similar grading and drainage patterns. Detention was provided on the property holdings under MWRD Permit No. 19-224 for greater than 0.50 acre of development; locally required detention was also provided under MWRD Permit No. 14-204. The area of property holdings is greater than 3.0 acres. Per your electronic correspondence, dated April 4, 2023, the proposed development area is less than 0.50 acre, and it appears 0.23 acre of non-open space development is proposed. Sanitary sewers are not proposed.

In-kind athletic court replacement, with no change in grading, drainage characteristics, or use may be considered maintenance. Since the proposed project includes less than 0.50 acre of development and does not include qualified sewer construction, a WMO permit will not be required. Detention is required; however, it may be deferred until such time a WMO permit is required. The proposed aggregate development area is 0.23 acre, which excludes open space development. Prior to conducting any work, be sure to contact the local, state, and federal authorities to obtain any and all approvals for the project.

This permit determination is dependent on the information provided and may change if the project scope is modified. If you have any questions, please email me at MihalacheC@mwrd.org.

Sincerely,

Constance Mihalache

Constance Mihalache, PhD, P.E.
Senior Civil Engineer

CM
cc: Jeff Koza, Authorized Municipality Enforcement Officer, Village of Western Springs
Permit Files 14-204 and 19-224
PD#38

eff. 8/1/2019

eff. 8/1/2

PROPOSED LEGEND

- 6" CA-6 CRUSHED AGGREGATE
- WAUPACA SURE-HOP CLASSIC INFIELD MIX
- SEED RESTORATION NAGS75 BLANKET, FIELD OF DREAMS GAME DAY SEED MIX, 6" PULVERIZED TOPSOIL
- 18' FENCE
- 10' FENCE
- 9' FENCE
- 4' FENCE
- TREE TRUNK PROTECTION FENCE
- PERIMETER EROSION BARRIER
- 500-YR STORM ELEVATION (643.75)
- B.F.E. LINE (642.30)
- ×670.30 PROPOSED SPOT ELEVATION
- XXX CONTOUR
- 0.50% SLOPES
- SUMMIT
- 100 YR STORM LINE
- 500 YR STORM ELEVATION

500-YR FLOODPLAIN ELEVATION: 643.75

500-YR PUBLISHED FLOODPLAIN

100-YR PUBLISHED FLOODPLAIN

500-YR BASE FLOOD ELEVATION: 643.75

100-YR BASE FLOOD ELEVATION: 642.30

642

Zone AE

N

GRAPHIC SCALE

10 0 5 10

(IN FEET)

1 inch = 10 ft.

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
TEL 847.478.9700 ■ FAX 847.478.9701

COPYRIGHT NOTICE
This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced in any manner without the express written permission from Gewalt-Hamilton Associates, Inc.

FEMA FIRM LIMITS EXHIBIT

SOCCER FIELD #5 MULTI-PURPOSE RENOVATION
WESTERN SPRINGS PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL

NO.	BY	DATE	REVISION

NO.	BY	DATE	REVISION

FILE: 5436.120-PR.dwg
DRAWN BY: JMB
DATE: 03-24-25
CHECKED BY: DC
DATE: 03-24-25
GHA PROJECT # 5436.120
SCALE: 1"=10'
SHEET NUMBER: EX1
OF 1 SHEETS

FEMA FLOODPLAIN & STORMWATER

The subject improvements for the Softball Practice field are located in the far northwest corner of Spring Rock Park. The disturbed limits are just north of the 100-year Base Flood Elevation published at 642.20. Floodplain is established by elevation on the site. The existing conditions topography was developed into a 3-D model with the site floodplain limits interpolated from the model. The Site Plan shows that the disturbed area falls outside the floodplain, therefore no FEMA permitting is required.

The field improvements primarily consist of minor re-grading, earth excavation & placement of infield mix along baselines, and placement of two each open air, fenced dugouts with compacted stone surface. The dugout surfaces are the only new impervious areas added to the project. At 217 square feet each, this provides 434 square feet of 0.01 acres of new impervious. The attached letter “Watershed Management Ordinance Permit Applicability” issued by MWRD on April 5, 2023 identifies that approximately 0.23 acres of new impervious area was added to the site with the Pickleball project. Based upon MWRD guidance, 0.27 acres (0.50 – 0.23) of impervious area can be added in aggregate until the 0.50-acre threshold of new impervious is reached.

There is no qualified sewer proposed with this project, therefore no MWRD permit is required.

Western Springs Little Leauge (WSLL)
Spring Rock Park
Sign Plan

Refer to Exhibit A for location map
Refer to Exhibit B for Images of Scoreboards and Scoreboard Signage
Refer to Exhibit C for detailed plans of Champions Wall

Rules for WSLL Signage

No signs shall be illuminated
Banner signs may be displayed along baseball/softball field fencing.
Banner signs on baseball/softball field fencing shall not exceed height of fence
Banner signs on baseball/softball fencing shall only be displayed during duration of the season. Signs must be removed no later than 30 days following the end of the season.
No signs shall be obscene.
Sponsorship signs are allowed above and below the scoreboards. The width of the sign must match the width of the score board and installed above the fence line.
No sponsership signs are permitted on the rear of the scoreboard for Fields B West, A Ball, or Matt Orth.

Scoreboards	Width (ft.)	Height (ft.)	Area (sq. ft.)	Overall Height (ft.)	Location
Scoreboard #1	8.00	6.00	48.00	16.50	B West Right Field Outfield
Scoreboard #1 Top Sponsorship Sign	8.00	2.50	20.00		B West Right Field Outfield
Scoreboard #1 Below Sponsorship Sign	8.00	3.00	24.00		B West Right Field Outfield
Scoreboard #2	8.00	8.50	68.00	16.50	A Ball Right Field Outfield
Scoreboard #2 Top Sponsorship Sign	8.00	2.50	20.00		A Ball Right Field Outfield
Scoreboard #2 Below Sponsorship Sign	8.00	3.00	24.00		A Ball Right Field Outfield
Scoreboard #3	8.00	4.00	32.00	10.00	Matt Orth Left Field
Scoreboard #3 Top Sponsorship Sign	8.00	1.00	8.00		Matt Orth Left Field
Scoreboard #3 Below Sponsorship Sign	8.00	4.00	32.00		Matt Orth Left Field

Champions Wall	Width (ft.)	Height (ft.)	Area (sq. ft.)	Overall Height (ft.)	Location
Front Side (Facing South)				25.17	A Ball Field Outfield
Sponsorship sign 1	6.00	3.50	21.00		
Sponsorship sign 2	6.00	3.50	21.00		
Sponsorship sign 3	6.00	3.50	21.00		
Sponsorship sign 4	6.00	3.50	21.00		
Sponsorship sign 5	6.00	3.50	21.00		
Sponsorship sign 6	6.00	3.50	21.00		
Sponsorship sign 7	6.00	3.50	21.00		
Sponsorship sign 8	6.00	3.50	21.00		
Sponsorship sign 9	6.00	3.50	21.00		
Bottom border signage	18.00	2.00	36.00		
CHAMPIONS' text	18.00	1.00	18.00		
WESTERN SPRINGS' text	7.50	0.50	5.50		
LITTLE LEAGUE' text	7.50	0.50	5.50		
Back Side (Facing North)				25.17	
Sponsorship sign 1	9.75	5.75	56.06		
Sponsorship sign 2	9.75	5.75	56.06		
Sponsorship sign 3	9.75	5.75	56.06		
Sponsorship sign 4	9.75	5.75	56.06		
Thank you' Sign	18.00	1.00	18.00		



This aerial image illustrates the locations of the six fields included in the signage plan: the North and South Softball Fields, Matt Orth Field, A Ball Field, B West Field, and the New Softball Fields. The scoreboards are labeled numerically (1 through 3), and the Champions Wall is identified. The areas highlighted in yellow represent approximate locations of existing fencing that will be incorporated into the signage plan. *Some areas of yellow are obscured by the trees*. The new Softball field is an approximate location.

Exhibit B to Western Springs Little League (WSLL) Spring Rock Park Sign Plan

Images of Scoreboards and Scoreboard Signage

Scoreboard #1 (B West Field)





Scoreboard #2 (A Ball Field)



Scoreboard #3 (Matt Orth Left Field)

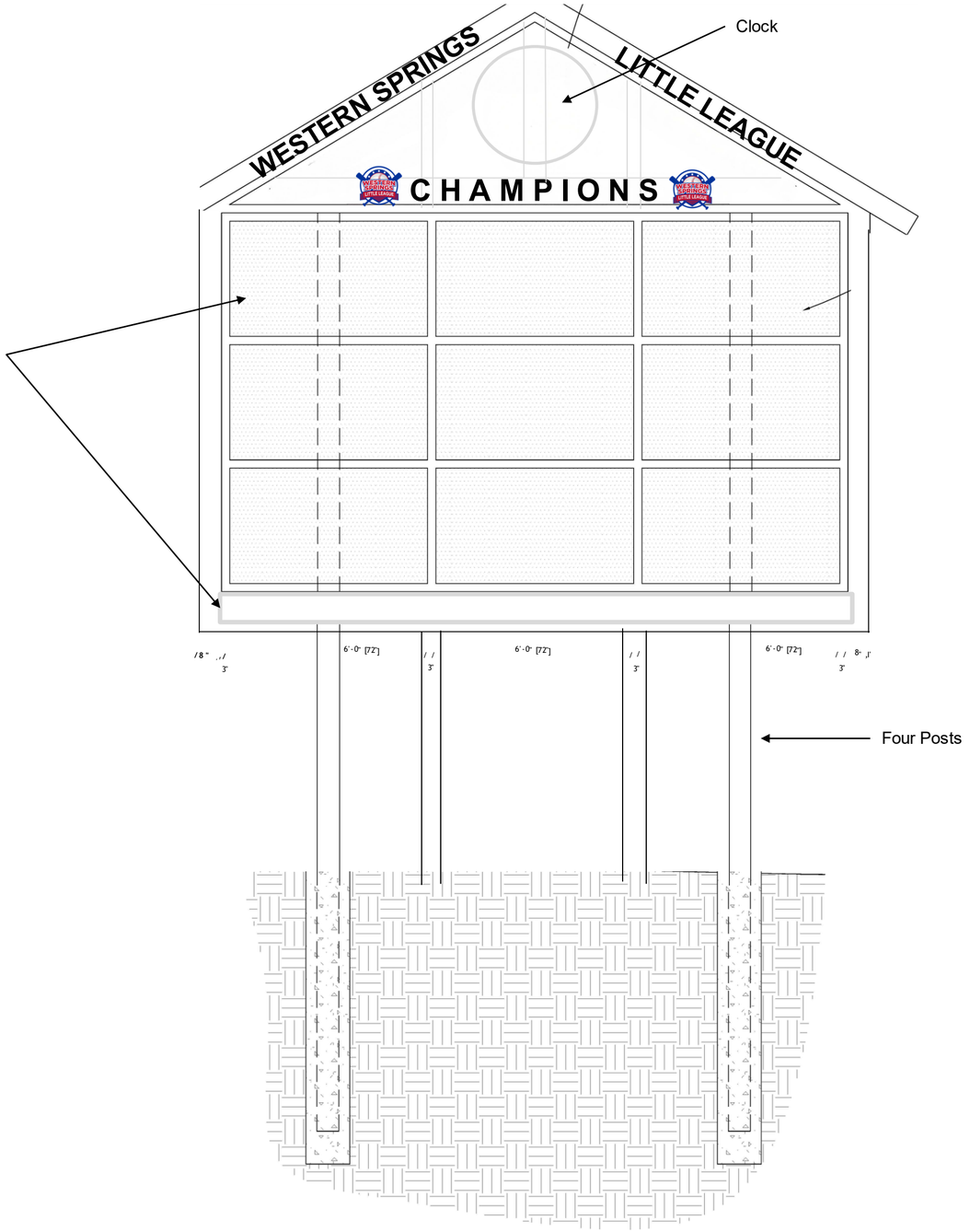


Exhibit C

South Facing Side

Signage Area:

The signage plan designates specific areas on the south-facing wall for signs and/or sponsor displays. These include nine rectangular sections, each measuring 3.5 feet in height by 6 feet in width, as well as an additional rectangular area measuring 18 feet in width by 1.5 feet in height.



North Facing Side

Signage Area:

The signage plan designates specific areas on the north-facing side for sign and/or sponsor displays, accommodating no fewer than four and no more than nine equally sized rectangular panels. If configured with four panels, each will measure 5.75 feet in height by 9.75 feet in width. If configured with nine panels, each will match the dimensions of the north-facing wall signage at 3.5 feet in height by 6 feet in width.

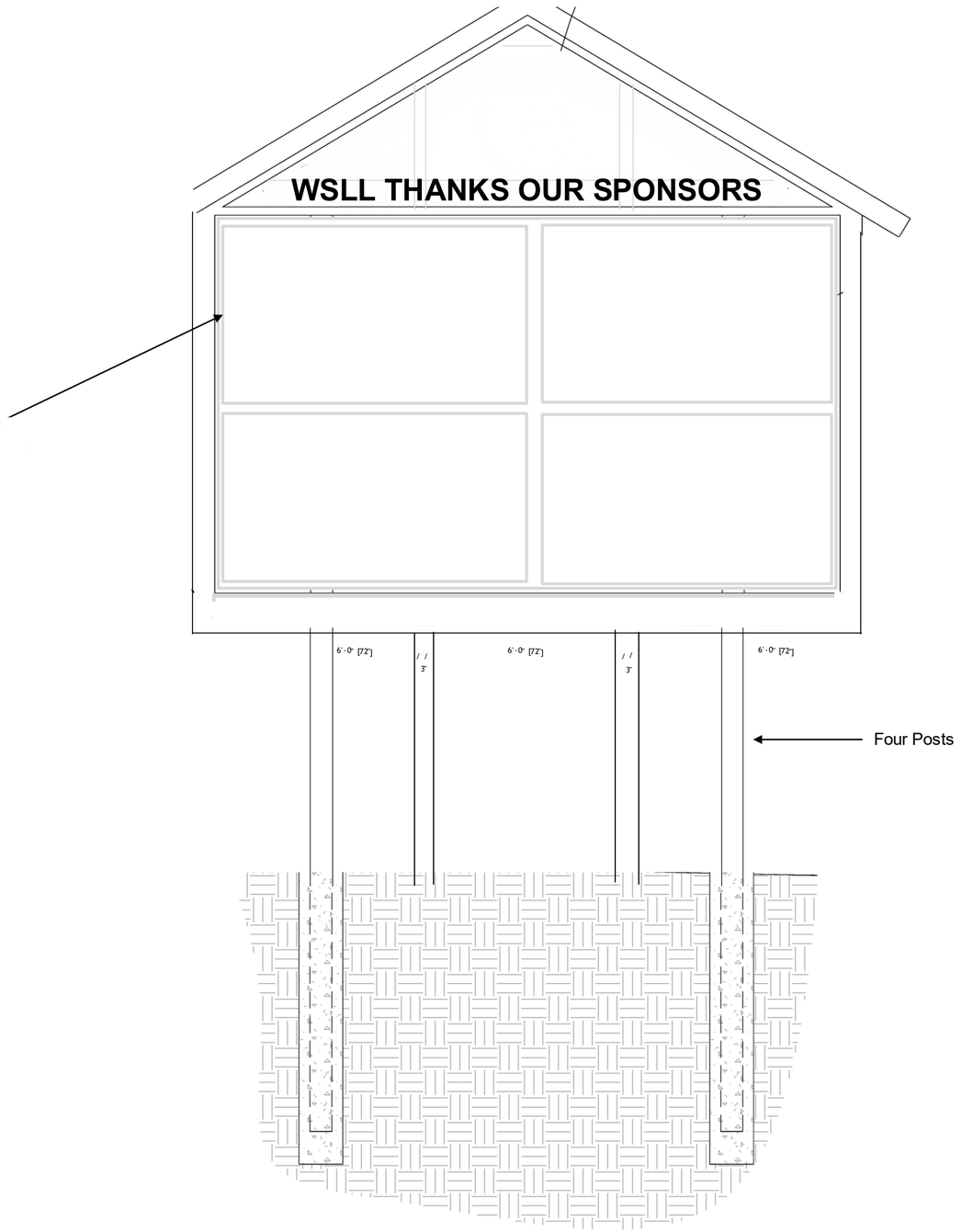


Exhibit B

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

AFFIDAVIT OF MAILING, PUBLICATION AND SIGN POSTING FOR A PUBLIC HEARING PURSUANT TO TITLE 10 (DEVELOPMENT CONTROL ORDINANCE), CHAPTER 3 (ADMINISTRATIVE BODIES AND PROCEDURES) OF THE WESTERN SPRINGS DEVELOPMENT CONTROL ORDINANCE

Petitioner:	**Western Springs Little League (WSLL)**
Property Owner:	**Western Springs Park District (WSPD)**
Subject Property:	**4400 Central Avenue, Western Springs, Illinois**
PINS:	18-06-413-001 and -002, -003, 18-06-414-001. 18-06-321-003
Public Hearing Date:	October 6, 2025
Petition:	***Amendment to conditional use permit***

Heather Valone on oath states:

1. I am the Director of Community Development of the Village of Western Springs, Illinois.

2. If called upon to testify, I would make the following statements under oath based on my personal knowledge:

A. Mailing of Public Hearing Notice (65 ILCS 5/11-13-7)

On the 18th day of September 2025, I placed true and correct copies of the attached "Notice Of Public Hearing" (**Exhibit "A**") into envelopes addressed to each person listed on the attached "Service List" (**Exhibit "B"**) with completed registered mailing, return receipt requested cards affixed to the envelopes and then delivered said envelopes to the United States Post Office personnel at 4479 Lawn Avenue, Western Springs, Illinois and paid to the Post Office personnel the proper postage due which was affixed to said envelopes before me prior to the Post Office personnel depositing the envelopes into the mail chute. The persons listed in the Service List are the owners of record and taxpayers of record listed in the Cook County public records (office of recorder or deeds or registrar of titles and tax records) of all property within 250 feet in each direction of the Subject Property, excepting the number of feet occupied by all public roads, streets, alleys and other public ways.

B. Publication of Public Hearing Notice Posting of Sign of Public Hearing Notice

The attached "Notice Of Public Hearing" (**Exhibit "A"**) was published in the ***Shaw Suburban Life***, at least once during the time period not more than 30 days nor less than 15 days prior to the Public Hearing on the above-mentioned Petition. A copy of the Publisher's Certificate confirming said publication is attached as **Exhibit "C".**

C. Posting of Sign of Public Hearing Notice

Under my direction, two signs were posted on the Subject Property on September 18, 2025, a date not more than 30 days nor less than 15 days prior to the Public Hearing on the above-mentioned Petition. I inspected the Subject Property on September 18, 2025, and confirmed that the sign was posted on September 18, 2025.

The posted signs measured at least six (6) square feet, stated on its face "Zoning Application Pending", and provided a telephone number that could be called for additional information. The signs were posted on the Subject Property at the southeast corner of 47th Street and Central Avenue and at the southwest corner of Waldo Erickson Drive. Since September 18, 2025, I have periodically driven by the Subject Property and observed that the sign has remained posted in the same manner and place as its original posting, the sign has not been altered and at no time since the initial posting has the Village had to re-post, replace, fix or otherwise repair the sign. As the date of the Public Hearing, the sign was still posted on the Subject Property in the same manner and place as its original posting.

I have attached to this Affidavit a digital photograph of the posted signs, which was taken by *Robert Schmidt* on September 18, 2025, at my direction (**Exhibit "D"**). The attached photograph is a true and accurate representation of the sign posted on the Subject Property that I personally observed on September 18, 2025. In addition, attached to this Affidavit is the *Affidavit of Robert Schmidt* (**Exhibit "E"**), which confirms that the digital photograph of the posted sign was taken by *Robert Schmidt* on September 18, 2025.

Dated: This 6th day of October, 2025.

NAME

Subscribed and Sworn to before me
This 6th day of October, 2025.

Notary Public

OFFICIAL SEAL
ELIZABETH CHENELLE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02/28/2027

INDEX OF ATTACHED EXHIBITS

Exhibit "A"

Notice Of Public Hearing

Exhibit "B"

Service List

Exhibit "C"

Publisher's Certificate

Exhibit "D"

Photograph of the Posted Sign

Exhibit "E"

Affidavit of Photographer

Public Hearing Notice
Case Number: PC-2025-03

Notice is given that the Plan Commission of the Village of Western Springs, Cook County, Illinois, will hold a Public Hearing at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, on **October 6, 2025,** in the Village Board Room at the Village Hall, 740 Hillgrove Avenue, Western Springs, Illinois, relative to a request for an amendment to an existing conditional use permit and the granting of any necessary variations for the installation and operation of a new softball field with dugouts and fencing, and the installation of additional sponsorship signage on the existing champions wall sign by Tom Olk of Western Springs Little League at Spring Rock Park, which is owned by the Western Springs Park District and located in the R-2 Single Family Residence District, in accordance with Section 10-3-14 (Administrative Bodies and Procedures; Conditional Uses) and Section 10-6-3(B) (Residential District Regulations; R2 - Single-Family Residence District; Conditional Uses) of Title 10 (Development Control Ordinance) ("DCO") of the Western Springs Municipal Code ("Village Code"), for the following described property:

Common Address: 4400 Central Avenue, Spring Rock Park, Western Springs, Illinois ("Property").
P.I.N.s: 18-06-413-001 and -002, -003, 18-06-414-001. 18-06-321-003.
Zoning District: R-2 Single Family Residence District – Conditional Use.
Petitioner: Tom Olk of Western Springs Little League (WSLL) (the "Petitioner")
Owner: Western Springs Park District (the "Property Owner").

The Petitioner requests approval of the following zoning relief for the Property: a modification to the existing conditional use permit approved for the Property to authorize the installation and operation of a new softball field with dugouts and fencing, and the installation of additional sponsorship signage on the existing champions wall sign pursuant to Subsection 10-3-14(M) (Administrative Bodies and Procedures; Conditional Uses; Modification Or Intensification) of the DCO, including variations from Subsections 10-4-4(F) (Fence Requirements), 9-10-9(E) (Institutional Identification Signs), 9-10-9(G) (Temporary Signs), and 9-10-17 (Uniform Sign Plans): fence height, maximum sign height, maximum sign area, maximum sign quantity, and temporary signage requirements to facilitate a uniform sign plan (the "Requested Zoning Relief"). Any additional exception(s) or variation(s) from the other use, bulk and site design requirements contained in the DCO that are necessary to allow the above Property and the proposed improvements and structures to be used for their proposed purposes in accordance with the filed General Information Application ("Petition") shall also be considered for Village approval. The Property Owner's Petition and supporting documents have been on file with the Village's Department of Community Development since August 1, 2025, and the Petition and supporting documents are available for public inspection and photocopying through the Department of Community Development or the Village Clerk's Office in the Village Hall, 740 Hillgrove Avenue, Western Springs, Illinois 60558.

This Notice is given pursuant to the applicable State laws, 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 Village of Western Springs Municipal Code. All persons who want to attend and participate in the Public Hearing or who want to submit written comments with respect to any issues regarding the Petition may do so by complying with the Village Rules and Procedures for Land Use Public Hearings as noted below. The Public Hearing may be continued by the Plan Commission without further notice other than a motion to be entered upon the minutes of the Public Hearing, fixing the time and place of any subsequent public hearings, if necessary, or except as otherwise required by the Illinois Open Meetings Act.

Village Hall meeting rooms are open to the public. The Petitioner and their representatives and consultants, the Village officials, representatives and consultants, and the public may attend and participate in the Public Hearing. Members of the public who intend on participating in the Public Hearing, by providing verbal testimony or written evidence or by conducting cross-examination of any witnesses, are required to pre-register with Kelsey Fawell, Senior Planner, as noted below, so that the Village can ensure that any audio and visual technological needs can be accommodated and that any referenced or submitted documents may be available for review by members of the Plan Commission, the Petitioner, the Village and the general public.

A link for information on how to attend and participate in the Public Hearing, including the Village Rules and Procedures for Land Use Public Hearings, will be posted to https://wsprings.com/calendar at least two (2) hours before the Public Hearing. In order to participate in the Public Hearing by providing verbal testimony or written evidence or conducting cross-examination of any witnesses, please submit your records to and pre-register with Kelsey Fawell, Senior Planner, at kfawell@wsprings.com or at 708-246-1800 ext. 170 at least forty-eight (48) hours before the Public Hearing. Public comments relative to the petition may be submitted to Ms. Fawell by leaving a hard copy at the Village Hall in the drop box at 740 Hillgrove Avenue, Western Springs, Illinois or via email to kfawell@wsprings.com on or before 2:00 p.m. on the Public Hearing date. Public comment will be allowed during the public comment portion of the Public Hearing. Any submitted written comments will be read into the public record, if concise, or will be identified by name, address, date, type of communication and page length, and included as part of the public record.

If you have any physical or mental conditions that would be considered a disability under the Americans with Disabilities Act, the Village will make and take all reasonable measures to assist you in participating in the Public Hearing process. If you need translators or other assistance to make the process meaningful for you, please also notify us. It is our goal to provide these reasonable accommodations to those with disabilities so that they may meaningfully participate in the Public Hearing process. Persons requiring auxiliary aids and services should contact Ms. Fawell using the above contact information at least five (5) calendar days prior to the above Public Hearing date to inform us of your anticipated attendance and needs.

Dated: September 18, 2025.

Heather Valone, Director of Community Development and
Secretary to the Plan Commission

Spring Rock Park Notice (44400 Central Avenue)

Public Hearing Notice List

Data Source: Cook County Properrty Tax Portal

(https://www.cookcountypropertyinfo.com/default.aspx)
Accessed: 09/05/2025

	PIN10	OWNER NAME	MAILING ADDRESS	MUNICIPALITY	PROPERTY ADDRESS
1	18-06-318-027	PROPERTY OWNER OF RECORD	4376 HAMPTON AVE	WESTERN SPGS, IL 60558	
2	18-06-318-028	PROPERTY OWNER OF RECORD	4380 HAMPTON AVE	WESTERN SPGS, IL 60558	
3	18-06-318-030	PROPERTY OWNER OF RECORD	4372 HAMPTON AVE	WESTERN SPGS, IL 60558	
4	18-06-318-034	PROPERTY OWNER OF RECORD	4368 HAMPTON AVE	WESTERN SPGS, IL 60558	
5	18-06-318-029	PROPERTY OWNER OF RECORD	4384 HAMPTON AVE	WESTERN SPGS, IL 60558	
6	18-06-322-008	PROPERTY OWNER OF RECORD	506 WENNES CT	OAK BROOK, IL 60523	4329 HILLGROVE AVE
7	18-06-407-014	PROPERTY OWNER OF RECORD	4365 HAMPTON AVE	WESTERN SPGS, IL 60558	
8	18-06-407-015	PROPERTY OWNER OF RECORD	4371 HAMPTON AVE	WESTERN SPGS, IL 60558	
9	18-06-407-016	PROPERTY OWNER OF RECORD	4375 HAMPTON AVE	WESTERN SPGS, IL 60558	
10	18-06-407-021	PROPERTY OWNER OF RECORD	4364 PROSPECT AVE	WESTERN SPGS, IL 60558	
11	18-06-407-022	PROPERTY OWNER OF RECORD	4368 PROSPECT AVE	WESTERN SPGS, IL 60558	
12	18-06-407-023	PROPERTY OWNER OF RECORD	4376 PROSPECT AVE	WESTERN SPGS, IL 60558	
13	18-06-407-024	PROPERTY OWNER OF RECORD	1316 WALKER STREET	WESTERN SPGS, IL 60558	
14	18-06-407-025	PROPERTY OWNER OF RECORD	1312 WALKER STREET	WESTERN SPGS, IL 60558	
15	18-06-407-026	PROPERTY OWNER OF RECORD	1308 WALKER ST	WESTERN SPGS, IL 60558	
16	18-06-407-027	PROPERTY OWNER OF RECORD	1304 WALKER ST	WESTERN SPGS, IL 60558	
17	18-06-408-001	PROPERTY OWNER OF RECORD	PO BOX 82	WESTERN SPGS, IL 60558	1300 HILLGROVE AVE
18	18-06-409-017	PROPERTY OWNER OF RECORD	4627 GRAND AVE	WESTERN SPGS, IL 60558	1212 HILLGROVE AVE
19	18-06-409-031	PROPERTY OWNER OF RECORD	4391 PROSPECT AVE	WESTERN SPGS, IL 60558	
20	18-06-409-041	PROPERTY OWNER OF RECORD	4367 PROSPECT AVE	WESTERN SPGS, IL 60558	
21	18-06-409-042	PROPERTY OWNER OF RECORD	4369 PROSPECT AVE	WESTERN SPGS, IL 60558	
22	18-06-409-047	PROPERTY OWNER OF RECORD	1200 HILLGROVE AVE	WESTERN SPGS, IL 60558	
23	18-06-409-050	PROPERTY OWNER OF RECORD	PO BOX 11	CLARENDN HLS, IL 60514	4396 CENTRAL AVE
24	18-06-409-052	PROPERTY OWNER OF RECORD	4399 PROSPECT AVE	WESTERN SPGS, IL 60558	4397 PROSPECT AVE
25	18-06-409-053	PROPERTY OWNER OF RECORD	4393 PROSPECT AVE	WESTERN SPGS, IL 60558	
26	18-06-409-054	PROPERTY OWNER OF RECORD	4395 PROSPECT AVE	WESTERN SPGS, IL 60558	
27	18-06-409-056	PROPERTY OWNER OF RECORD	333 BUSSE HWY 1138	PARK RIDGE, IL 60068	1208 HILLGROVE AVE
28	18-06-409-056	PROPERTY OWNER OF RECORD	1210 HILLGROVE AVE	WESTERN SPGS, IL 60558	
29	18-06-409-057	PROPERTY OWNER OF RECORD	1204 HILLGROVE AVE	WESTERN SPGS, IL 60558	
30	18-06-409-057	PROPERTY OWNER OF RECORD	1016 WINTERGREEN LN	DARIEN, IL 60561	1206 HILLGROVE AVE
31	18-06-409-058	PROPERTY OWNER OF RECORD	4394 CENTRAL AVE APT A	WESTERN SPGS, IL 60558	
32	18-06-409-058	PROPERTY OWNER OF RECORD	4394 CENTRAL AVE APT B	WESTERN SPGS, IL 60558	
33	18-06-409-059	PROPERTY OWNER OF RECORD	1216 HILLGROVE AVE#A	WESTERN SPGS, IL 60558	
34	18-06-409-060	PROPERTY OWNER OF RECORD	1216 HILLGROVE AVE B	WESTERN SPGS, IL 60558	
35	18-06-410-009	PROPERTY OWNER OF RECORD	12N200 BERNER DR	ELGIN, IL 60120	1150 HILLGROVE AVE
36	18-06-413-001	PROPERTY OWNER OF RECORD	4400 CENTRAL AVE	WESTERN SPGS, IL 60558	
37	18-06-415-001	PROPERTY OWNER OF RECORD	1919 MIDWEST RD	OAK BROOK, IL 60523	4479 CENTRAL AVE
38	18-06-415-002	PROPERTY OWNER OF RECORD	7519 DREW AVE	BURR RIDGE, IL 60527	4485 CENTRAL AVE
39	18-06-415-003	PROPERTY OWNER OF RECORD	320 S CANAL ST#3300	CHICAGO, IL 60606	4489 CENTRAL AVE
40	18-06-415-004	PROPERTY OWNER OF RECORD	4525 CENTRAL AVE	WESTERN SPGS, IL 60558	
41	18-06-415-005	PROPERTY OWNER OF RECORD	4529 CENTRAL AVENUE	WESTERN SPGS, IL 60558	
42	18-06-415-006	PROPERTY OWNER OF RECORD	4533 CENTRAL AVE	WESTERN SPGS, IL 60558	
43	18-06-415-007	PROPERTY OWNER OF RECORD	4537 CENTRAL AVE	WESTERN SPGS, IL 60558	
44	18-06-415-008	PROPERTY OWNER OF RECORD	4539 CENTRAL AVE	WESTERN SPGS, IL 60558	
45	18-06-415-009	PROPERTY OWNER OF RECORD	4543 CENTRAL AVE	WESTERN SPGS, IL 60558	
46	18-06-415-010	PROPERTY OWNER OF RECORD	4545 CENTRAL AVE	WESTERN SPGS, IL 60558	
47	18-06-415-011	PROPERTY OWNER OF RECORD	1105 W BURLINGTON AVE	WESTERN SPGS, IL 60558	
48	18-06-415-012	PROPERTY OWNER OF RECORD	4478 WOODLAND AVE	WESTERN SPGS, IL 60558	
49	18-06-415-013	PROPERTY OWNER OF RECORD	4516 WOODLAND AVE	WESTERN SPGS, IL 60558	
50	18-06-415-014	PROPERTY OWNER OF RECORD	4520 WOODLAND AVE	WESTERN SPGS, IL 60558	
51	18-06-415-015	PROPERTY OWNER OF RECORD	4524 WOODLAND AVE	WESTERN SPGS, IL 60558	
52	18-06-415-016	PROPERTY OWNER OF RECORD	4528 WOODLAND AVE	WESTERN SPGS, IL 60558	
53	18-06-415-017	PROPERTY OWNER OF RECORD	4530 WOODLAND AVE	WESTERN SPGS, IL 60558	
54	18-06-415-020	PROPERTY OWNER OF RECORD	4544 WOODLAND AVE	WESTERN SPGS, IL 60558	
55	18-06-415-021	PROPERTY OWNER OF RECORD	4548 WOODLAND AVE	WESTERN SPGS, IL 60558	
56	18-06-415-022	PROPERTY OWNER OF RECORD	4534 WOODLAND AVE	WESTERN SPGS, IL 60558	
57	18-06-415-023	PROPERTY OWNER OF RECORD	4540 WOODLAND AVE	WESTERN SPGS, IL 60558	
58	18-06-420-001	PROPERTY OWNER OF RECORD	4559 CENTRAL AVE	WESTERN SPGS, IL 60558	
59	18-06-420-002	PROPERTY OWNER OF RECORD	4561 CENTRAL AVE	WESTERN SPGS, IL 60558	
60	18-06-420-003	PROPERTY OWNER OF RECORD	4565 CENTRAL AVE	WESTERN SPGS, IL 60558	
61	18-06-420-004	PROPERTY OWNER OF RECORD	4601 CENTRAL AVE	WESTERN SPGS, IL 60558	
62	18-06-420-005	PROPERTY OWNER OF RECORD	4605 CENTRAL AVE	WESTERN SPGS, IL 60558	

63	18-06-420-006	PROPERTY OWNER OF RECORD	4609 CENTRAL AVE	WESTERN SPGS, IL 60558	
64	18-06-420-007	PROPERTY OWNER OF RECORD	4613 CENTRAL AVE	WESTERN SPGS, IL 60558	
65	18-06-420-008	PROPERTY OWNER OF RECORD	4617 CENTRAL AVE	WESTERN SPGS, IL 60558	
66	18-06-420-009	PROPERTY OWNER OF RECORD	4621 CENTRAL AVE	WESTERN SPGS, IL 60558	
67	18-06-420-015	PROPERTY OWNER OF RECORD	4558 WOODLAND AVE	WESTERN SPGS, IL 60558	
68	18-06-420-016	PROPERTY OWNER OF RECORD	4560 WOODLAND AVE	WESTERN SPGS, IL 60558	
69	18-06-420-017	PROPERTY OWNER OF RECORD	4564 WOODLAND AVE	WESTERN SPGS, IL 60558	
70	18-06-420-018	PROPERTY OWNER OF RECORD	4600 WOODLAND AVE	WESTERN SPGS, IL 60558	
71	18-06-420-019	PROPERTY OWNER OF RECORD	4604 WOODLAND AVENUE	WESTERN SPGS, IL 60558	
72	18-06-420-020	PROPERTY OWNER OF RECORD	4608 WOODLAND AVENUE	WESTERN SPGS, IL 60558	
73	18-06-420-021	PROPERTY OWNER OF RECORD	4610 WOODLAND AVENUE	WESTERN SPGS, IL 60558	
74	18-06-420-022	PROPERTY OWNER OF RECORD	4616 WOODLAND AVENUE	WESTERN SPGS, IL 60558	
75	18-06-420-023	PROPERTY OWNER OF RECORD	4620 WOODLAND AVENUE	WESTERN SPGS, IL 60558	
76	18-06-420-024	PROPERTY OWNER OF RECORD	4626 WOODLAND AVENUE	WESTERN SPGS, IL 60558	
77	18-06-420-025	PROPERTY OWNER OF RECORD	4630 WOODLAND AVENUE	WESTERN SPGS, IL 60558	
78	18-06-420-026	PROPERTY OWNER OF RECORD	4632 WOODLAND AVENUE	WESTERN SPGS, IL 60558	
79	18-06-420-027	PROPERTY OWNER OF RECORD	4636 WOODLAND AVENUE	WESTERN SPGS, IL 60558	
80	18-06-420-029	PROPERTY OWNER OF RECORD	4640 WOODLAND AVENUE	WESTERN SPGS, IL 60558	
81	18-06-420-030	PROPERTY OWNER OF RECORD	4625 CENTRAL AVE	WESTERN SPGS, IL 60558	
82	18-06-420-033	PROPERTY OWNER OF RECORD	4641 CENTRAL AVENUE	WESTERN SPGS, IL 60558	
83	18-06-420-034	PROPERTY OWNER OF RECORD	4645 CENTRAL AVENUE	WESTERN SPGS, IL 60558	
84	18-06-420-035	PROPERTY OWNER OF RECORD	4631 CENTRAL AVENUE	WESTERN SPGS, IL 60558	
85	18-06-420-036	PROPERTY OWNER OF RECORD	4635 CENTRAL AVENUE	WESTERN SPGS, IL 60558	
86	18-07-101-013	PROPERTY OWNER OF RECORD	12 SPRINGLAKE AVE	HINSDALE, IL 60521	
87	18-07-101-040	PROPERTY OWNER OF RECORD	20 SPRINGLAKE AVE	HINSDALE, IL 60521	
88	18-07-101-041	PROPERTY OWNER OF RECORD	22 SPRINGLAKE AVE	HINSDALE, IL 60521	
89	18-07-101-051	PROPERTY OWNER OF RECORD	74 ZACCHEUS MEAD LANE	GREENWICH, CT 06831	10 SHARON CT
90	18-07-101-082	PROPERTY OWNER OF RECORD	8 SPRINGLAKE AVE	HINSDALE, IL 60521	
91	18-07-102-015	PROPERTY OWNER OF RECORD	11 SPRINGLAKE AVE	HINSDALE, IL 60521	
92	18-07-102-016	PROPERTY OWNER OF RECORD	17 SPRINGLAKE AVE	HINSDALE, IL 60521	
93	18-07-102-017	PROPERTY OWNER OF RECORD	23 SPRINGLAKE AVE	HINSDALE, IL 60521	
94	18-07-104-024	PROPERTY OWNER OF RECORD	35 E WACKER DR #3300	CHICAGO, IL 60601	4700 COMMONWEALTH AVE
95	18-07-200-029	PROPERTY OWNER OF RECORD	1337 47TH ST	WESTERN SPGS, IL 60558	
96	18-07-200-031	PROPERTY OWNER OF RECORD	4829 COMMONWEALTH AV	WESTERN SPGS, IL 60558	1337 47TH ST
97	18-07-200-032	PROPERTY OWNER OF RECORD	4700 FAIR ELMS AVE	WESTERN SPGS, IL 60558	
98	18-07-200-033	PROPERTY OWNER OF RECORD	4708 FAIR ELMS AVE	WESTERN SPGS, IL 60558	
99	18-07-200-034	PROPERTY OWNER OF RECORD	4712 FAIR ELMS AVE	WESTERN SPGS, IL 60558	
100	18-07-200-035	PROPERTY OWNER OF RECORD	4716 FAIR ELMS AVE	WESTERN SPGS, IL 60558	
101	18-07-200-043	PROPERTY OWNER OF RECORD	4701 COMMONWEALTH AVE	WESTERN SPGS, IL 60558	
102	18-07-200-044	PROPERTY OWNER OF RECORD	4705 COMMONWEALTH AVE	WESTERN SPGS, IL 60558	
103	18-07-200-045	PROPERTY OWNER OF RECORD	4709 COMMONWEALTH AVE	WESTERN SPGS, IL 60558	
104	18-07-201-008	PROPERTY OWNER OF RECORD	4710 CENTRAL AVE	WESTERN SPGS, IL 60558	
105	18-07-201-009	PROPERTY OWNER OF RECORD	4712 CENTRAL AVE	WESTERN SPGS, IL 60558	
106	18-07-201-017	PROPERTY OWNER OF RECORD	2625 YORK ROAD	OAK BROOK, IL 60523	4700 CENTRAL AVE
107	18-07-201-019	PROPERTY OWNER OF RECORD	4716 CENTRAL AVE	WESTERN SPGS, IL 60558	
108	18-07-201-020	PROPERTY OWNER OF RECORD	4720 CENTRAL AVE	WESTERN SPGS, IL 60558	
109	18-07-201-021	PROPERTY OWNER OF RECORD	4701 FAIR ELMS AVE	WESTERN SPGS, IL 60558	
110	18-07-201-022	PROPERTY OWNER OF RECORD	4709 FAIR ELMS AVENUE	WESTERN SPGS, IL 60558	
111	18-07-201-024	PROPERTY OWNER OF RECORD	538 N CATHERINE AVE	LA GRANGE PK, IL 60526	4717 FAIR ELMS AVE
112	18-07-201-025	PROPERTY OWNER OF RECORD	4721 FAIR ELMS AVE	WESTERN SPGS, IL 60558	
113	18-07-202-001	PROPERTY OWNER OF RECORD	4701 CENTRAL AVE	WESTERN SPGS, IL 60558	
114	18-07-202-002	PROPERTY OWNER OF RECORD	4705 CENTRAL AVE	WESTERN SPGS, IL 60558	
115	18-07-202-003	PROPERTY OWNER OF RECORD	4711 CENTRAL AVE	WESTERN SPGS, IL 60558	
116	18-07-202-010	PROPERTY OWNER OF RECORD	4712 WOODLAND AVE	WESTERN SPGS, IL 60558	
117	18-07-202-011	PROPERTY OWNER OF RECORD	4716 WOODLAND AVE	WESTERN SPGS, IL 60558	
118	18-07-202-019	PROPERTY OWNER OF RECORD	4715 CENTRAL AVE	WESTERN SPGS, IL 60558	
119	18-07-202-020	PROPERTY OWNER OF RECORD	4719 CENTRAL AVE	WESTERN SPGS, IL 60558	
120	18-07-202-026	PROPERTY OWNER OF RECORD	4700 WOODLAND AVE	WESTERN SPGS, IL 60558	
121	18-07-202-027	PROPERTY OWNER OF RECORD	4704 WOODLAND AVE	WESTERN SPGS, IL 60558	
122	18-06-318-031	PROPERTY OWNER OF RECORD	740 HILLGROVE	WESTERN SPGS, IL 60558	
123	18-06-318-032	PROPERTY OWNER OF RECORD	741 HILLGROVE	WESTERN SPGS, IL 60558	
124	18-06-312-028	PROPERTY OWNER OF RECORD	4329 SPRING ST	WESTERN SPGS, IL 60558	
125	18-06-316-001	PROPERTY OWNER OF RECORD	232 E WALNUT ST	HINSDALE, IL 60521	
126	18-06-316-002	PROPERTY OWNER OF RECORD	234 E WALNUT ST	HINSDALE, IL 60521	
127	18-06-316-003	PROPERTY OWNER OF RECORD	236 E WALNUT ST	HINSDALE, IL 60521	
128	18-06-316-004	PROPERTY OWNER OF RECORD	238 E WALNUT ST	HINSDALE, IL 60521	
129	18-06-316-005	PROPERTY OWNER OF RECORD	240 E WALNUT ST	HINSDALE, IL 60521	
130	18-06-316-006	PROPERTY OWNER OF RECORD	242 E WALNUT ST	HINSDALE, IL 60521	
131	18-06-316-007	PROPERTY OWNER OF RECORD	244 E WALNUT ST	HINSDALE, IL 60521	

132	18-06-316-008	PROPERTY OWNER OF RECORD	246 E WALNUT ST	HINSDALE, IL 60521
133	18-06-316-009	PROPERTY OWNER OF RECORD	248 E WALNUT ST	HINSDALE, IL 60521
134	18-06-316-010	PROPERTY OWNER OF RECORD	250 E WALNUT ST	HINSDALE, IL 60521
135	18-06-316-011	PROPERTY OWNER OF RECORD	233 E WALNUT ST	HINSDALE, IL 60521
136	18-06-316-012	PROPERTY OWNER OF RECORD	235 E WALNUT ST	HINSDALE, IL 60521
137	18-06-316-013	PROPERTY OWNER OF RECORD	237 E WALNUT ST	HINSDALE, IL 60521
138	18-06-316-014	PROPERTY OWNER OF RECORD	239 E WALNUT ST	HINSDALE, IL 60521
139	18-06-316-015	PROPERTY OWNER OF RECORD	241 E WALNUT ST	HINSDALE, IL 60521
140	18-06-316-016	PROPERTY OWNER OF RECORD	243 E WALNUT ST	HINSDALE, IL 60521
141	18-06-316-017	PROPERTY OWNER OF RECORD	245 E WALNUT ST	HINSDALE, IL 60521
142	18-06-316-018	PROPERTY OWNER OF RECORD	247 E WALNUT ST	HINSDALE, IL 60521
143	18-06-316-019	PROPERTY OWNER OF RECORD	249 E WALNUT ST	HINSDALE, IL 60521
144	18-06-316-020	PROPERTY OWNER OF RECORD	251 E WALNUT ST	HINSDALE, IL 60521
145	18-06-317-006	PROPERTY OWNER OF RECORD	4333 SPRING RD	HINSDALE, IL 60521
146	18-06-317-008	PROPERTY OWNER OF RECORD	4331 SPRING RD	HINSDALE, IL 60521
147	18-06-321-002	PROPERTY OWNER OF RECORD	701 E CHICAGO AVE	HINSDALE, IL 60521
148	18-06-419-026	PROPERTY OWNER OF RECORD	4401 CENTRAL AVE	WESTERN SPGS, IL 60558
149	18-06-419-027	PROPERTY OWNER OF RECORD	4402 CENTRAL AVE	WESTERN SPGS, IL 60558
150	18-06-419-028	PROPERTY OWNER OF RECORD	4403 CENTRAL AVE	WESTERN SPGS, IL 60558
151	18-06-419-029	PROPERTY OWNER OF RECORD	4404 CENTRAL AVE	WESTERN SPGS, IL 60558
152	18-06-419-030	PROPERTY OWNER OF RECORD	4405 CENTRAL AVE	WESTERN SPGS, IL 60558
153	18-06-419-031	PROPERTY OWNER OF RECORD	4406 CENTRAL AVE	WESTERN SPGS, IL 60558
154	18-06-419-032	PROPERTY OWNER OF RECORD	4407 CENTRAL AVE	WESTERN SPGS, IL 60558

Certificate of the Publisher

La Grange Suburban Life

Description:PC-2025-03
2273225



VILLAGE OF WESTERN SPRINGS
740 HILLGROVE AVE
WESTERN SPRINGS IL 60558

Shaw Media certifies that it is the publisher of the La Grange Suburban Life. The La Grange Suburban Life is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the Village of Westchester, County of Cook, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the La Grange Suburban Life, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on
09/18/2025

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.
In witness, Shaw Media has signed this certificate by Laura Shaw, its Publisher, at Westchester, Illinois, on
18th day of September, A.D. 2025

Shaw Media By: Laura Shaw

Laura Shaw, Publisher

Account Number 10074601 Amount $394.94

PUBLIC NOTICE

Public Hearing Notice
Case Number: PC-2025-03

Notice is given that the Plan Commission of the Village of Western Springs, Cook County, Illinois, will hold a Public Hearing at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, on **October 6, 2025**, in the Village Board Room at the Village Hall, 740 Hillgrove Avenue, Western Springs, Illinois, relative to a request for an amendment to an existing conditional use permit and the granting of any necessary variations for the installation and operation of a new softball field with dugouts and fencing, and the installation of additional sponsorship signage on the existing champions wall sign by Tom Olk of Western Springs Little League at Spring Rock Park, which is owned by the Western Springs Park District and located in the R-2 Single Family Residence District, in accordance with Section 10-3-14 (Administrative Bodies and Procedures; Conditional Uses) and Section 10-6-3(B) (Residential District Regulations; R2 - Single-Family Residence District; Conditional Uses) of Title 10 (Development Control Ordinance) ("DCO") of the Western Springs Municipal Code ("Village Code"), for the following described property:

Common Address: 4400 Central Avenue,
Spring Rock Park,
Western Springs, Illinois ("Property").

P.I.N.s: 18-06-413-001 and -002, -003, 18-06-414-001. 18-06-321-003.

Zoning District: R-2 Single Family Residence District - Conditional Use.

Petitioner: Tom Olk of Western Springs Little League (WSLL) (the "Petitioner")

Owner: Western Springs Park District (the "Property Owner").

The Petitioner requests approval of the following zoning relief for the Property: a modification to the existing conditional use permit approved for the Property to authorize the installation and operation of a new softball field with dugouts and fencing, and the installation of additional sponsorship signage on the existing champions wall sign *pursuant to Subsection 10-3-14(M) (Administrative Bodies and Procedures; Conditional Uses; Modification Or Intensification)* of the DCO, including variations from Subsections 10-4-4(F) (Fence Requirements), 9-10-9(E) (Institutional Identification Signs), 9-10-9(G) (Temporary Signs), and 9-10-17 (Uniform Sign Plans): fence height, maximum sign height, maximum sign area, maximum sign quantity, and temporary signage requirements to facilitate a uniform sign plan (the "Requested Zoning Relief"). Any additional exception (s) or variation(s) from the other use, bulk and site design requirements contained in the DCO that are necessary to allow the above Property and the proposed improvements and structures to be used for their proposed purposes in accordance with the filed General Information Application ("Petition") shall also be considered for Village approval. The Property Owner's Petition and supporting documents have been on file with the Village's Department of Community Development since August 1, 2025, and the Petition and supporting documents are available for public inspection and photocopying through the Department of Community Development or the Village Clerk's Office in the Village Hall, 740 Hillgrove Avenue, Western Springs, Illinois 60558.

This Notice is given pursuant to the applicable State laws, 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 Village of Western Springs Municipal Code. All persons who want to attend and participate in the Public Hearing or who want to submit written comments with respect to any issues regarding the Petition may do so by complying with the Village Rules and Procedures for Land Use Public Hearings as noted below. The Public Hearing may be continued by the Plan Commission without further notice other than a motion to be entered upon the minutes of the Public Hearing, fixing the time and place of any subsequent public hearings, if necessary, or except as otherwise required by the Illinois Open Meetings Act.

Village Hall meeting rooms are open to the public. The Petitioner and their representatives and consultants, the Village officials, representatives and consultants, and the public may attend and participate in the Public Hearing. Members of the public who intend on participating in the Public Hearing, by providing verbal testimony or written evidence or by conducting cross-examination of any witnesses, are required to pre-register with Kelsey Fawell, Senior Planner, as noted below, so that the Village can ensure that any audio and visual technological needs can be accommodated and that any referenced or submitted documents may be available for review by members of the Plan Commission, the Petitioner, the Village and the general public.

A link for information on how to attend and participate in the Public Hearing, including the Village Rules and Procedures for Land Use Public Hearings, will be posted to https://wsprings.com/calendar at least two (2) hours before the Public Hearing. In order to participate in the Public Hearing by providing verbal testimony or written evidence or conducting cross-examination of any witnesses, please submit your records to and pre-register with Kelsey Fawell, Senior Planner, at kfawell@wsprings.com or at 708-246-1800 ext. 170 at least forty-eight (48) hours before the Public Hearing. Public comments relative to the petition may be submitted to Ms. Fawell by leaving a hard copy at the Village Hall in the drop box at 740 Hillgrove Avenue, Western Springs, Illinois or via email to kfawell@wsprings.com on or before 2:00 p.m. on the Public Hearing date. Public comment will be allowed during the public comment portion of the Public Hearing. Any submitted written comments will be read into the public record, if concise, or will be identified by name, address, date, type of communication and page length, and included as part of the public record.

If you have any physical or mental conditions that would be considered a disability under the Americans with Disabilities Act, the Village will make and take all reasonable measures to assist you in participating in the Public Hearing process. If you need translators or other assistance to make the process meaningful for you, please also notify us. It is our goal to provide these reasonable accommodations to those with disabilities so that they may meaningfully participate in the Public Hearing process. Persons requiring auxiliary aids and services should contact Ms. Fawell using the above contact information at least five (5) calendar days prior to the above Public Hearing date to inform us of your anticipated attendance and needs.

Dated: September 18, 2025.
Heather Valone,
Director of Community Development and Secretary to the Plan Commission

(Published in LaGrange Suburban Life Sep. 18, 2025)2273225

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

AFFIDAVIT OF MAILING, PUBLICATION AND SIGN POSTING FOR A PUBLIC HEARING PURSUANT TO TITLE 10 (DEVELOPMENT CONTROL ORDINANCE), CHAPTER 3 (ADMINISTRATIVE BODIES AND PROCEDURES) OF THE WESTERN SPRINGS DEVELOPMENT CONTROL ORDINANCE

Petitioner:	**Western Springs Little League (WSLL)**
Property Owner:	**Western Springs Park District (WSPD)**
Subject Property:	**4400 Central Avenue, Western Springs, Illinois**
PINS:	18-06-413-001 and -002, -003, 18-06-414-001. 18-06-321-003
Public Hearing Date:	October 6, 2025
Petition:	***Amendment to conditional use permit***

Robert Schmidt on oath states:

1. I am the Building Official for the Village of Western Springs, Illinois.

2. If called upon to testify, I would make the following statements under oath based on my personal knowledge:

A. Posting of Sign of Public Hearing Notice

Under the direction of Heather Valone, Director of Community Development for the Village of Western Springs, posted one sign on the Subject Property on September 18, 2025, a date not more than 30 days nor less than 15 days prior to the Public Hearing on the above-mentioned Petition. I inspected the Subject Property on September 18, 2025, and confirmed that the sign was posted on September 18, 2025.

The posted signs measured at least six (6) square feet, stated on its face "Zoning Application Pending", and provided a telephone number that could be called for additional information. The signs were posted on the Subject Property at the southeast corner of 47th Street and Central Avenue and at the southwest corner of Waldo Erickson Drive. Since September 18, 2025, I have periodically driven by the Subject Property and observed that the sign has remained posted in the same manner and place as its original posting, the sign has not been altered and at no time since the initial posting has the Village had to re-post, replace, fix or otherwise repair the sign. As the date of the Public Hearing, the sign was still posted on the Subject Property in the same manner and place as its original posting.

On September 18, 2025 at 12:16 P.M., I took a digital photograph of the posted signs located on the Subject Property, which stated on its face "Zoning Application Pending" and provided a telephone number that could be called for additional information. I used an **iPhone**

owned by the Village to take the photograph. A true and accurate original of the digital photograph of the sign is attached to this Affidavit as **Exhibit "A".**

Dated: This 3rd day of October, 2025.

NAME

Subscribed and Sworn to before me
This 3rd day of October, 2025.

Notary Public

OFFICIAL SEAL
ELIZABETH CHENELLE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02/28/2027

INDEX OF ATTACHED EXHIBITS

Exhibit "A"

Photograph of the Posted Sign





AGENDA ITEM SUMMARY

PLAN COMMISSSION

Plan Commission: October 6, 2025

AGENDA ITEM D.1.

To: Plan Commission
From: Heather Valone, Director of Community Development, Kelsey Fawell, Senior planner
CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Michael Jurusik, Jeff Koza, Village Engineer, Village Attorney, Anne Skrodzki, Village Attorney
RE: PC-2025-03 – Amendment to Conditional Use Permit for New Multi-Use Softball Field and Signage at Spring Rock Park – 4400 Central Avenue

Application Description

Western Springs Little League (WSLL) (the "Applicant") has submitted an application requesting an amendment to Spring Rock Park's existing conditional use permit (CUP) to construct a new multi-use softball field with dugouts and fencing, as well as the installation of additional sponsorship signage on the existing Champion's Sign at the northwest portion of the public park located at 4400 Central Avenue (Figure 1). Additionally, included in this request is a modification from fence height as well as modifications from various signage requirements to facilitate a uniform sign plan. No changes are proposed to any of the existing buildings or facilities, nor are there any proposed additional signage structures. Western Springs Park District (WSPD) (the "Property Owner") has authorized permission to WSLL to file the application. The property is zoned R-2 Single-Family Residence District. Public parks and playgrounds are permitted as a conditional use per Section 10-6-3-B of the Development Control Ordinance (DCO).



Figure 1: The Subject Property is located immediately north of 47th St, east of I-294 Tollway, south of Burlington Ave/BNSF Railway, and west of Central Ave.

Subject Property History

Spring Rock Park was originally granted a CUP in 2019 in accordance with Ordinance No. 19-2959, which granted WSPD approval of a continuation of park and recreational uses and installation, operation and maintenance of relocated tennis courts, lights, a basketball court, new walking paths, storm water detention, landscape improvements and a future parking lot. In 2023, the CUP was amended to allow WSLL a championship/sponsor sign (Champion's Sign) for Piccolo Field in accordance with Ordinance No. 23-3152, which granted signage along the face of the structure facing south. In 2024, the CUP was further amended for WSPD to construct eight pickleball courts, LED lighting, walking pathways, and additional parking facilities in accordance with Ordinance No. 24-3171.

Existing Conditions, Zoning and Comprehensive Land Use Plan (CLUP)

Spring Rock Park is a roughly 42-acre public park located at 4400 Central Avenue and is bounded by the Burlington Northern Santa Fe (BNSF) railway to the north, 47th Street to the south, Central Avenue to the east, and I-294 Tollway to the west. The park has three baseball fields, two softball fields, three soccer fields, one football field, one basketball court, seven tennis courts, and eight pickleball courts. The property is zoned R-2 Single-Family Residence District. The properties to the east are primarily zoned R-2 Single-Family Residence District, with a few properties zoned O - Limited Office District and R-3 Two-Family Residence District. Single-family residences to the south are zoned R-1 Single-Family Residence District and R-2. Boone Animal Hospital is located to the southwest and is zoned C-2 Community Shopping District. Spring Rock Park is identified as Parks/Open Space/Recreational on the Village's 2003 Comprehensive Land Use Plan (CLUP).

CUP Amendment Request

The current amendment request includes the following site improvements (Figure 2):

a) A new multi-use softball and soccer located within the northwest portion of the property. The site of the proposed field is currently an open grass field;
b) Player dugouts;
c) Infield fencing (sections of varying heights of four feet, 10 feet, and 20 feet);
d) Additional sponsorship signage on existing Champion's Sign structure; and
e) Sign plan for the baseball and softball fields.



Figure 2: The multi-use softball and soccer field, with player dugouts and infield fencing, is proposed within the northwest portion of the park, outlined in blue with a star. The existing sponsorship Champion Sign's location is outlined in red.

Parking

The Applicant is not proposing any new parking facilities in this application. In 2024, as part of the CUP amendment request for new pickleball courts, WSPD provided a parking analysis that indicated there are approximately 290 parking spaces in and around the park for vehicles. Additionally, 13 new spaces were proposed for the 2023 pickleball application, so there are approximately 303 parking spaces in and around the park. It should be noted there are approximately 40 on-street parking spaces available on the west side of Central Avenue adjacent to the park. It has been brought to Village staff's attention that there is a small gravel lot being used for parking located within the northwest portion of the lot (not far from the proposed softball field) near the BNSF railway. WSPD's 2023 parking and analysis, with maps, is provided within Attachment 3. In order for the Applicant and Property Owner to continue utilizing these spaces they are required to comply with DCO Sections 10-4-7(E) and 10-4-7(D) Table 4-3, which requires that parking areas be hard surface and provide minimum parking stall and access aisle sizes. For any open, nonresidential off street parking area containing more than four (4) parking spaces, wheel stops of Portland cement concrete curbing not less than six inches (6") in height shall be placed two feet (2') into the required length of the space. Minimum parking stall size varies based on parking angle, standard 90 degree parking requires a nine foot by 18 ft. parking space. Two way drive aisle is required to be a minimum of 24 ft. wide.

Attachment 2 contains a memorandum from the Village Engineer that addresses parking on the property. The DCO does not require parking minimums or standards of public park and playground uses. As a condition of Ordinance No. 24-3171 (the most recent CUP amendment for the pickleball courts), there are seven "land banked" parking spaces at the administrative building that must be constructed if there is determined to be a shortfall within Spring Rock Park. As noted in the engineering memo, Village Engineer Jeff Koza has not received yet received additional parking complaints.

Lighting

No lighting is proposed for the multi-use softball field or signage. WSLL states in their application materials they intend to utilize the field as is typical of other fields, after school from approximately 4:00 pm until dusk, as well as occasional weekend use (Attachment 1).

Engineering

Please see the memorandum prepared by the Village Engineer (Attachment 2) for a detailed analysis of the Applicant's project as it relates to stormwater management and other engineering related improvements. The application proposes minor grading changes to the existing land that do not significantly alter the existing site topography. Metropolitan Water Reclamation District (MWRD) reviewed the proposed project and indicated a MWRD permit is not required. However, as noted above, the proposed project scope and plans should be updated to include the existing gravel parking area to the west of the pickleball courts. The parking lot work may require a permit from MWRD. Staff is recommending this as a condition which must be met prior to Village issuance of a site development permit. The Village Engineer states that the property is identified by the Federal Emergency Management Agency (FEMA) as being within the 100-year floodplain. This would require the applicant provide additional improvements for the project. However, the

Applicant's engineer contends the FEMA floodplain map may require correction. The topographic information submitted by the applicant shows that the subject property may not be located within the floodplain. As such, prior to the issuance of any site improvement permits (if the request is approved), the Applicant must submit a Letter of Map Amendment (LOMA) to FEMA to correct the floodplain maps / or obtain a permit from FEMA.

Accessibility

The new publicly accessible softball fields proposed at the Spring Rock Park facility will require, among several items, a continuous and unobstructed accessible route to the new fields and related facilities from the points of access / entry at the park [e.g. Parking lot]. The State of Illinois Environmental Barriers Act (410 ILCS 25/4) outlines the required provisions and requirements of this act be drawn from the current edition [2018] of the Illinois Accessibility Code and the federal 2010 Americans with Disability Act Accessibility Guidelines (ADAAG) standard, from which the state base model code is derived and amended. Between the two sets of accessible codes / standards, the stricter most stringent requirement of the two codes will always apply, Illinois does have some amendments that exceed the ADAAG minimum requirements. The Applicant has the ability to request an interpretation of the Illinois Accessibility Code.

Signage

The Applicant is requesting additional signage for sponsorships on the rear face of the existing Champion's Sign. The proposed rear signage face is installed on the backside (south) of the existing Champion's Sign (Figure 3), no new structure or alterations are proposed. It should be noted this signage was installed without a permit in the spring of 2025 and is currently covered with a tarp. The Applicant is requesting two modifications for: 1) an increase in the maximum permitted sign height from seven feet to 25 feet and two inches; and 2) an increase in the maximum permitted sign size area from 20 square feet to 275 square feet. It should be noted that signage within residential districts has different size and height requirements from non-residential districts. Although the use of the park is not residential, because of the underlying zoning district, the Subject Property is required to follow the standards included in the residential zoning districts (Village Code Section 9-10-9).



Figure 3: The existing Champion's Sign at Spring Rock Park

Spring Rock Park has signage throughout the park, from entrance signs, hours of operations, park maps, and scoreboards. Section 9-10-3 of the Village Code states that 'official signs of any public or government agency" are exempt from the provisions of the sign code. As such, any signage installed by WSPD is exempt from permit and sign provisions.

WSLL also has signage on the property, which includes: two scoreboards, one sponsorship Champion's Sign, and sponsorship banners that are placed along the park's athletic field fencing. As part of this application (as mentioned above), the Applicant is requesting additional sponsorship signage on the rear of the Champion's Sign.

Section 9-10-17 of the Village Code requires uniform sign plans for shopping centers and other multi-occupant land uses in order to regulate signage throughout multi-use properties. Although Spring Rock Park is a residentially-zoned public park, there are multiple users throughout the site. As such, it is prudent to establish a sign plan for the property related to WSLL signage. The Applicant should provide information with details on heights and locations for all existing WSLL signs on the property. The sign plan shall include information regarding: dimensions (height and area) and location of the two existing scoreboards as well the existing and proposed dimensions and location of the Champion's Sign. As noted above, there are number of sponsorship signage placed along the fencing of the athletic fields throughout the park, although most notably at Piccolo Field, where the Champion's Sign is. The sign plan should include a minimum number of separation between the sponsorship banners, restrictions on illumination, and designate allowable locations and materials for such signage. Staff recommends a sign plan be provided by the Applicant and Property Owner as a condition of approval to the Plan Commission.

Modifications
The Applicant is requesting the following modifications in conjunction with the project:

1. Modifications from Section 9-10-9(E)(1) Institutional Identification Signs For Institutional And Other Nonresidential Uses: There shall be no more than one sign per lot, parcel or tract. No sign shall exceed thirty (30) square feet in area per sign face.

2. Modification from Section 9-10-9(E)(2) Institutional Identification Signs For Institutional And Other Nonresidential Uses: Height: No sign shall project higher than seven feet (7') above the ground level at the base of the sign.

3. Modifications from Section 9-10-9(G) (Temporary Signs in Residential Districts):
    a. 9-10-9(G)(1): No such sign, other than a personal celebration sign, shall exceed a surface area of six (6) square feet per sign face and twelve (12) square feet total.

    b. 9-10-9(G)(2): No more than two (2) temporary signs shall be placed on the property at any one time, and no more than one temporary sign of a particular type shall be placed on the property at any one time.

    c. 9-10-9(G)(4): No such sign, other than a personal celebration sign, shall project higher than forty two inches (42") above the ground level at the base of the sign.

4. Modification from Section 10-4-4(F)(3)(a)(2): No fence or wall which exceeds seventy two inches (72") in height above ground level shall be erected in side yards or in rear yards of

any residential structure in the A, R1, R2, R3 and R4 residential districts. Fences which are located in side and rear yards which abut business districts may reach height not to exceed ninety six inches (96") above ground level. Fences and walls which are located in the rear yards of reversed corner lots which abut the public right of way and/or the front yard of an adjoining lot shall not exceed forty two inches (42") in height.

Approval Standards

The requests that comprise the Application are required to comply with standards with the Village's DCO. Each type of request and its accompanying standards are detailed below.

A. Conditional Use Permit Standards The Plan Commission has considered each of the seven standards set forth in Title 10 (DCO); Chapter 3 (Administrative Bodies and Procedures); Subsection 10-3-14 (G) (Conditional Uses: Standards) of the Village Code and finds as follows: Under the R4 District, the Development is classified as a permitted conditional use for a planned development.

1. **That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

The Applicant states in the application materials that the establishment, maintenance or operation of the development will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The existing public park and playground use will not be changed by this amendment request; however, Spring Rock Park will be providing an additional recreational facility which is expected to generate more visitors to the park. This could bring about an impact on parking and traffic during peak times with multiple games and park events happening. The Applicant contends the events for the multi-use softball field will occur during off-peak hours and that traffic complaints received will be minimal. The proposed field is located in the northwest corner of the park, adjacent to the BNSF railway and I-294 Tollway, which is furthest location on the subject property from nearby single-family residences.

The Applicant is proposing a rear additional sign face on the existing Champion's Sign. Currently there is only signage on the sign face facing south; the Applicant is proposing signage on the face facing north. There are no changes to the structure itself, the signage area will mirror the area on the north side. The proposed additional rear signage on the back of the Champion's Sign can be seen from Burlington Avenue and BNSF railway. This signage will include sponsorship for both commercial and noncommercial properties. The existing signage scoreboards have been located at the park serving two fields for a number of years. This request is not proposing any changes to any signage on site aside from the Champion's Sign. Sponsorship banners located along fencing of fields within the park are not visible from the property's lot lines. All WSPD public parks and playgrounds are zoned within a single-family

residential district. As such, the proposed signage is reviewed to the sign regulations for institutional and nonresidential uses within residential districts.

2. **That the conditional use will not be injurious to the uses and enjoyment in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.**

   Spring Rock Park is an existing public park with an existing CUP. The existing use is not proposed to change. No lighting is proposed is conjunction with signage or the field. The Applicant contends they will be utilizing the field until dusk. Since a new facility is being proposed, it is expected there will be impacts to traffic and parking on the site. As mentioned above, the DCO currently does not have minimum parking requirements for public parks. A condition of Ordinance No. 24-3171 (the most recent CUP amendment for the pickleball courts), there are seven "land banked" parking spaces at the administrative building that must be constructed if there is determined to be a shortfall within Spring Rock Park.

   No new structures for signage are being proposed, only additional signage on the rear of an existing sign, facing north. As noted above, the additional sponsorship signage is visible from Burlington Avenue and BNSF railway. There are two scoreboards on the property that are existing with no changes proposed. WSLL installs sponsorship banners along the fences of the park's fields, which can be seen within the park's public thoroughfare but not from the property's lot lines.

3. **That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

   Spring Rock Park is an existing public park with an existing CUP. The existing use is not proposed to change. The adjacent properties are fully developed and occupied with permitted uses within their respective zoning districts. The adjacent uses are primarily single-family residential, with a few properties zoned O - Limited Office District (Smiles for Life Pediatric Dentistry), R-3 Two-Family Residence District. Single-Family, and C-2 Community Shopping District (Boone Animal Hospital). The BNSF railway is located to the north and the I-294 Tollway to the west.

4. **That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided.**

   The application is not proposing any walking paths in association with the proposed field. The field is proposed in the northwest portion of the site surrounded by grassy areas. The new publicly accessible softball fields proposed at the Spring Rock Park facility will require, among several items, a continuous and unobstructed accessible route to the new fields and related facilities from the points of access / entry at the

park [e.g. Parking lot]. The State of Illinois Environmental Barriers Act (410 ILCS 25/4) outlines the required provisions and requirements of this act be drawn from the current edition [2018] of the Illinois Accessibility Code and the federal 2010 ADAAG standard, from which the state base model code is derived and amended. Between the two sets of accessible codes / standards, the stricter most stringent requirement of the two codes will always apply, Illinois does have some amendments that exceed the ADAAG minimum requirements. The Applicant has the ability to request an interpretation of the Illinois Accessibility Code. Staff recommends as a condition of approval the proposed facility comply with the 2018 Illinois Accessibility Code.

The Applicant has provided the requisite civil engineering plans to acknowledge and confirm that the necessary public utilities, drainage, and stormwater management will be provided with the improvements. A review letter from Village Engineering Jeff Koza has been provided (Attachment 2). A LOMA must be submitted to FEMA by the Applicant in order to correct the floodplain maps or obtain a permit from FEMA prior to release of any site development permit. Staff is recommending all required outside agency permits be obtained prior to release of any permit. Additionally, staff is recommending that any civil engineering plans, geometry, stormwater management, and utilities be reviewed and approved by the Village Engineer prior to the release of any permit.

5. **That adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.**

   The Applicant is not proposing any changes to or additional parking facilities. The proposed field is expected to generate additional visitors coming to the park, impacting on-site parking facilities and nearby traffic. A condition of Ordinance No. 24-3171 (the most recent CUP amendment for the pickleball courts), there are seven "land banked" parking spaces at the administrative building that must be constructed if there is determined to be a shortfall within Spring Rock Park.

   As indicated above, the DCO does not contain a minimum parking requirement for the park. However, to address parking need, parking in the grass area behind the pickleball court has been occurring. Staff are recommending that that area be formalized as parking area. Additionally, staff is recommending that the seven land banked spaces be installed to address parking.

   The Applicant's proposed and existing signage is not expected to impact traffic within and surrounding the subject property.

6. **That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the Village.**

The Village's 2003 Comprehensive Land Use Plan (CLUP) designates the subject property as Parks/Open Space/Recreational. The proposed improvements comply with the future land use category as defined by the Comprehensive Plan.

7. **That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board.**

   Excluding the modifications requested as noted, the proposed improvements comply with the zoning requirements for the R-2 Single-Family Residential District related to required yards, building coverage, lot coverage, building height, and FAR.

Public Comment

As of writing this memo, staff has not received any written public comment. Staff has received verbal comments from interested residents that indicated they may attend the Plan Commission meeting and provide their comments as part of the public hearing.

Conclusion

The Applicant is proposing a new multi-use softball field with dugouts and fencing. The Applicant is also proposing additional sponsorship signage on the existing Champion's Sign in addition to other signage on the property, including two scoreboards and sponsorship signage.

The Plan Commission has a number of options in recommending approval or denial of the requested amendment to a conditional use permit:

1. Approval as presented for substantial conformity with the provisions of the DCO.

2. Approval as above with modifications to be accepted by the Applicant.

3. Denial of the plans as presented for failure to be in substantial conformity with the DCO.

Upon review of the application, should the Plan Commission determine that the standards for conditional use permits have been met, then staff suggests that the Plan Commission recommend the application to the Village Board with the following conditions:

1. Civil engineering plans, geometry, stormwater management, and utilities be reviewed and approved by the Village Engineer prior to the release of any permit;

2. All applicable and required outside agency permits be obtained prior to Village issuance of a site development permit;

3. A LOMA must be submitted to FEMA by the Applicant in order to correct the floodplain maps or obtain a permit from FEMA prior to release of any site development permit;

4. The proposed facility must comply with the 2018 Illinois Accessibility Code or receive a written interpretation from the Capital Development Board's Accessibility Specialist;

5. Any future, additional revisions or amendments to the Village-approved Final Plans, as required by Cook County, Illinois ("Cook County"), the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), the Village or any other governmental agency with regulatory oversight of the Development that relate to the Stormwater Conveyance System and do not negatively impact the capacity of or operation of the Stormwater Conveyance System, in the opinion of the Village Engineer or B&W, or their designees, may be administratively approved by the Village Engineer in accordance with Section 10-8-5(D)(1) (Procedure; Changes In The Planned Development; Authorized Administrative Changes) of the DCO, and such approvals shall be incorporated by reference within this Ordinance for purposes of Village enforcement without further action by the President and Board of Trustees of the Village to amend this Ordinance or the prior Village Ordinances approved relative to the Development.

6. The seven land banked spaces be installed as part of the permitting for the softball field;

7. The parking area between the pickleball courts and the proposed field be formalized as a hard surface parking area to meet the requirements of the DCO Section 10-4-7 and be improved as part of the permitting process for the softball field; and

8. The Applicant must provide a completed sign plan for the WSLL signage (Champion's Sign, scoreboards, sponsorship banners, etc.) with the following standards:

    a. Applicant must provide detailed size information on the scoreboard signs.

    b. The Applicant must revise the Champion's Sign by reducing the backside sign(s) to conform to the dimensions of the front (three and a half feet by six feet).

    c. No signage shall be obscene.

    d. Sponsorship banners displayed on field fencing are only permitted along those portions of Piccolo Field fencing facing south.

    e. There must be a minimum of one foot of separation between sponsorship banners displayed on field fencing.

    f. No sponsorship banners shall project above the overall field fence height.

    g. No sponsorship signage shall be illuminated.

Attachment 4 contains a draft recommendation to facilitate the discussion.

Attachments

1. Applicant Submittal Package

2. Memorandum – prepared by Jeff Koza, Village Engineer RE: Spring Rock Park New Softball Field Proposal Engineering Review 01 – Updated 9/12/2025

3. Letter – WSPD 2023 Spring Rock Park Parking Analysis – Memorandum prepared by Antonio Maravillas, EIT, and Don Dixon, PE of GHA Gewalt Hamilton Associates, Inc. dated July 19, 2023

4. Draft Recommendation – Plan Commission Recommendation PC-2025-03: Application for an Amendment to the Conditional Use Permit for the Construction, Operation, and Maintenance of a Multi-Use Softball Field and Sponsorship Signage at the 4400 Central Avenue Property (Spring Rock Park).

VILLAGE OF WESTERN SPRINGS, ILLINOIS

PLAN COMMISSION MEETING

October 6, 2025 -- 7:00 P.M.

REPORT OF PROCEEDINGS taken at the Western Springs Village Hall, 740 Hillgrove Avenue, Western Springs, Illinois, reported by Hailey M. Schoot, an Illinois Certified Shorthand Reporter, License Number 084-004897.

PRESENT:

PETER GLIMCO, Chairman
MICHELE JOHANN, Member
PATRICK TURNER, Member
RYAN DEPROSPERIS, Member
PETER HANSON, Member
STEVE WINEGAR, Member

ALSO PRESENT:

HEATHER VALONE, Director of Community Development
KELSEY FAWELL, Senior Planner
ANNE SKRODZKI, Village Attorney
JEFFEREY KOZA, Village Engineer
ELLEN BAER, Village Manager

CHAIRMAN GLIMCO: All right. It's 7:01. I'm going to call to order of the meeting of the Plan Commission for the Village of Western Springs. It's October 6th, 2025.

Why don't we start with the roll call? Heather, you want to do that -- or Kelsey?

MS. FAWELL: Yes. Thank you, Chair.

Commissioner Brumbaugh is absent.

Commissioner DeProsperis?

COMMISSIONER DEPROSPERIS: Here.

MS. FAWELL: Commissioner Hanson?

COMMISSIONER HANSON: Here.

MS. FAWELL: Commissioner Johann?

COMMISSIONER JOHANN: Here.

MS. FAWELL: Commissioner Turner?

COMMISSIONER TURNER: Here.

MS. FAWELL: Commissioner Winegar?

COMMISSIONER WINEGAR: Here.

MS. FAWELL: And Chairman Glimco?

CHAIRMAN GLIMCO: I'm here.

MS. FAWELL: Thank you.

CHAIRMAN GLIMCO: I'm just going to go through the agenda really quick. We're going to start with the approval of the minutes from the last meeting

on April 16th, 2025. We're going to have a section called "public comment." That's going to be a time when the public can comment on anything other than what's on the agenda for discussion and hearing tonight, and then we're going to move into the public hearing on the PC-2025-03, the Western Springs Little League and Western Springs Park District application for amendment to a conditional use permit. We're going to move on to other business and then we're going to adjourn.

With that, I would open up for a motion for the approval of the minutes from our last meeting.

COMMISSIONER JOHANN: Move to approve.

COMMISSIONER TURNER: Second.

CHAIRMAN GLIMCO: All those in favor?

(Chorus of ayes.)

CHAIRMAN GLIMCO: From there we're going to move on to public comment.

If anyone would like to say anything publicly, not about what we're going to talk about tonight, now is the time.

Hearing nothing we're going to move into the public hearing.

Can I get a motion to open up the public hearing?

COMMISSIONER JOHANN: Motion to open.

COMMISSIONER TURNER: Second.

CHAIRMAN GLIMCO: All in favor?

(Chorus of ayes)

CHAIRMAN GLIMCO: We are going to open the public hearing for PC-2025-03 Western Springs Little League and Western Springs Park District, 4400 Central Avenue, Spring Rock Park, petition on amendment for conditional use permit.

At this time I think I would like to swear in anyone who thinks they might make a public comment.

Does that sound like a good time to do that, Heather.

So if you think you might speak tonight, will be coming up to the podium, we have a court reporter, so you have to say your name and spell it, if it's challenging, at all, so that we can get the record reflected properly, and if you think you might talk, please rise now and we're going to swear you in.

(Members of the public duly sworn.)

MS. SKRODZKI: And if you didn't get sworn in and you do rise to speak, please just let me know so that I can swear you in so that we have a clean record. Thank you.

CHAIRMAN GLIMCO: With that, Heather, did you want to -- did the Village want to make a presentation first?

DIRECTOR VALONE: We do. And just a quick reminder, if all the commissioners could pull their mics a little bit closer and down to them just so we can hear everyone, there are quite a few folks in the room, that will help us out.

And then Senior Planner Fawell will go ahead and run through the application.

MS. FAWELL: Yes. First, Village Attorney, Anne, did you want to comment on the affidavit for tonight's case?

MS. SKRODZKI: Sure. I can state for the record that we're here for a public hearing regarding the petition filed by the Western Springs Little League. We have notices that did go out pursuant to state law published in, it looks like, the Shaw Suburban Life and signs were posted. We

do have an affidavit from Staff verifying that.

In addition, we have received some comments from the community, which -- and a petition, which we will be tendering to the court reporter as exhibits so that they can be included in the record.

And, finally, as in prior public hearings, we have prepared a draft recommendation that does not trend positive or negative, just lays out the case and allows the commissioners to work off of it for any recommendations they may make tonight. Any new testimony or documents will be inserted into that recommendation and the record will be made before that is reviewed and signed by our Chair and any final recommendation is made.

That's all for me. Thank you.

DIRECTOR VALONE: Thank you so much.

MS. FAWELL: Okay. Thank you for that introduction.

So, as our Chair has stated, this is PC-2025-03. It is an application submitted by the Western Springs Little League on behalf of the property owner, Western Springs Park District. It is regarding Spring Rock Park at 4400 Central

Avenue, and they are requesting an amendment to an existing conditional use permit.

Okay. So a little bit about the subject property. Spring Rock Park is one of -- or is part of the Park District's flagship park.

Can everyone see? Perfect. My apologies.

Spring Rock Park was originally granted a conditional use permit in 2019 in accordance with the ordinance on the screen, and it granted approval of a continuation of a park and installation of tennis courts, lighting, a basketball court, walking paths, and some other accessory improvements.

So the Spring Rock Park is zoned R-2 single-family, and within the R-2 single-family district, public parks and playgrounds are allowed as a conditional use permit.

The park's conditional use permit was amended twice. Recently in 2023 for approval of a Championship sign, which is the subject of the application today, which we will talk about, and then again in 2024 the conditional use permit was amended to construct the eight pickleball courts on

the property, which you can see -- wrong one -- not on screen. It doesn't -- this doesn't show existing property conditions, but the pickleball courts are right there today.

So, as I mentioned, Spring Rock Park is zoned R-2 single-family. This is similar to a lot of the property to the east and some to the south. To the north across the train tracks the properties vary in zoning from R-3 multi-family to limited office and industrial.

In Spring Rock Park for the Comprehensive Plan it is noted as parks/open space/recreational. It is also surrounded by single-family detached, quarter commercial, which that is Boone Animal Hospital to the south, municipal governmental to the north, and varying different land use designations.

So the Little League is requesting today a couple improvements to the park, most notably a multi-use softball field. As I stated, it will be multi-use. The Little League intends to use it for softball, but has noted in their application the Park District will utilize it for other events and sporting teams.

They're proposing it's a multi-use field in the northwest corner of the park noted under the blue star on the screen. There are player dugouts proposed and infield fencing. There is no lighting proposed, and the infield fencing, I will note, has varying heights; 4 feet, 10 feet, and 20 feet, obviously it's the backdrop for the batting --

CHAIRMAN GLIMCO: Backstop.

MS. FAWELL: Backstop. Thank you. Thank you. Backstop.

So since that fencing does exceed what is allowed in a residential district, which is six feet, again, those residential requirements are more along the lines for single-family residential properties and not something like a backstop for a park district.

Also as part of this request Little League is requesting some additional signage on the property. In the bottom left corner of the screen you can see the Champion's wall. This is it facing north right now. It is covered with a tarp and then on the right side of the screen you can see it facing south, and that is with the signage today.

This is the Champion wall.

So, as part of this application, Little League is requesting what is existing on the front of the sign on the back of the sign, on the rear, so some additional Championship signage. And then the red square right here on my screen is approximately where it is located.

Also, as you can see on the screen, Little League has some additional sponsorship signage throughout the park, most notably on the Piccolo Field fencing and a little bit below the scoreboards. Little League also has two scoreboards on the property. These were not included in the conditional use permits, so, as part of this application, Staff is recommending that a master sign plan be established for Little League signage; one, to allow the continuation of sponsorship signage as the Plan Commission feels to review the case, but also to impose some Staff recommend conditions, such as minimum amount of spacing between sponsorship banners, no lighting, they can't be taller than the fence and certain parameters like that.

Also, again, we recommend that it

includes the scoreboards, that way in the event something does happen to the scoreboard or Little League is looking to upgrade the scoreboard in a way that doesn't necessarily increase the intensity, such as if they're just looking to refurbish it, that would be something that we would be able to allow through this master sign plan, so long as it's not something like a video scoreboard that drastically changes the use. Something like that we need to go back through if the Plan Commission does decide to recommend that to the Village Board.

And, again, I want to point out, with the signage for these sponsorships. As I stated, Little League is in a residential district. The residential sign districts apply to this property. They're very different for what is expected of a park. They are one banner at a time, six square feet in size, can't be displayed for a certain amount of time. These banners at the park are a little bit different, which is why we recommend that this be included in a master sign plan to establish some regulations.

Okay. Parking. In 2023 when Little

League -- or 2024, my apologies, when the Park District went through for the pickleball courts, they did submit a parking analysis for the park. On the screen is an exhibit that shows where existing parking is on the property or surrounding the property. There is on-street parking on Central. Also this figure that they submitted includes the commuter parking along Burlington and Hill Grove.

As part of the 2024 pickleball ordinance there was a recommendation -- or there was a condition that there are seven land banked parking stalls on the property. Now that parking has become a concern, those land banked parking stalls would be required to be converted to parking facilities. Those are within the existing administrative parking, which is highlighted red, No. 4.

Also, it came to Staff's attention through this application that there's an existing gravel parking pad, which is directly west, a little bit northwest of the pickleball courts, so a little bit right -- you can't see it. A little bit over here where that kind of path continues. As

part of this application Staff is recommending that the parking lot be paved in accordance with the Village Code. It requires a dust free surface for nonresidential parking -- or for commercial -- sorry, nonresidential parking facilities.

And then the Village engineer did include in his memo that he did comment on the parking. Our Village Code does not require a minimum parking for open parks and facilities, so we don't have minimum standards that we can apply to this.

Also within the Village engineer's memo, which is included in the packet that you can read for any questions, but the large -- most notably the Village engineer commented on, there aren't many grading changes proposed with this facility. This facility is indicated by FEMA to be in a floodplain. The applicant engineering team contends that that floodplain needs to be corrected to revise that it is not in a floodplain, so there's a condition recommended by Staff that that be addressed before time of permitting as well as any outside agency, stormwater authorities, that those permitting would be required as part of

approval.

And we also have our Village engineer here if there are any questions for him on the stormwater, FEMA or we can all happily respond to the parking.

Public comments. So a few public comments have been provided on the DAAS. (Phonetic.) There is a petition that is provided by the applicant that I will let them address in their presentation. There's also public comment provided by Tom Salvino and an Erwin Thrimm, as well as a Gary Bazzoni regarding the signage, and that's all on the DAAS for you all. Those were all submitted this afternoon, so it was not able to be published in the online packet.

And the Plan Commission should use the conditional use permit standards, which, again, are outlined in the agenda packet, and I'll happily go to the front first page of this presentation, there's a QR code that you guys can use to pull up if you didn't get a physical copy as you can see on the screen.

Okay. So the Plan Commission has a number of options in recommending approval or

denial of the requested amendment; approval as presented, approval as filed with modifications to be accepted by the applicant, or denial of the plans as presented for failure in substantial conformity with the DCO.

Staff recommended conditions. There are a number of lengthy conditions on the screen. I'm going to go through them as quickly as I can, but I did want the Plan Commission to have them to be able to reference them by number so it would be easier for the discussion.

The first is that civil engineering plans and all of what is related to civil engineering will be reviewed and approved by the Village engineer prior to release of a permit. All applicable outside agency permits be obtained prior to the Village issuance. That letter of MAP amendment submitted to FEMA must be submitted or a permit obtained from FEMA prior to the release of any permit. The facility must comply with the 2018 Illinois Accessibility Code or receive a written interpretation from the Capital Development Board's Accessibility Specialist. Since Spring Rock Park is a public park, it does have to meet the 2018 ADA

Code, which does have some requirements for walking paths as well as accessible features to facilities. We have provided the applicant with the information for the accessibility specialist to reach out to them for their interpretation of this facility, but that we recommend that the facility will meet the ADA as part of the permit requirements.

Any future amendments to the engineering plans related to the Stormwater Conveyance System that do not negatively impact the system or drastically alter the system or operation can be administratively approved by Village engineer so in case there is something that MWRD or an outside agency has a comment on the application that the applicant has to tweak, that is something that can be administratively approved.

The seven land banked parking spaces that are north of the administrative building be installed as part of the permitting. The gravel parking area that was mentioned be paved in accordance with the DCO, and then the applicant must provide a completed sign plan, which must include information on the scoreboard signs. It must include a revision to the Champion sign so

that the Champion sign -- my apologies -- the proposed rear sign mirrors the existing sign. No signage shall be obscene. The banners on the field are only permitted along those south portions, so not facing north. There be a minimum of one foot separation between the banners on field fencing, no banners project over the heights, no signage shall be illuminated.

So we're happy to answer any questions about Staff conditions, about the application, myself and the Village engineer are more than happy to help.

CHAIRMAN GLIMCO: Thank you.

Were we going to hear from the applicant next, Tom, or...

MR. OLK: Can I speak now?

CHAIRMAN GLIMCO: Now is the time.

MR. OLK: Okay.

CHAIRMAN GLIMCO: State your name and spell your last name for court reporter, please.

MR. OLK: Sure. My name is Tom, last name is Olk, spelled O-l-k.

CHAIRMAN GLIMCO: I think there's a microphone there, too, if you would like.

DIRECTOR VALONE: It should be on.

MR. OLK: Tom, last name is Olk, spelled O-l-k, I live at 5333 Caroline Avenue in Western Springs and I come today as the president of Western Springs Little League, so therefore I am the one who submitted the application. So...

CHAIRMAN GLIMCO: Lucky you.

MR. OLK: Exactly. So we submitted this application for a number of reasons. One, we have always historically operated at basically capacity with our fields between softball and baseball. Meaning that if we have a number of rainouts or other inclement weather, because we start in April, we basically end up having to cancel games because we just don't have the field space. The last couple years we have actually had to utilize Ideal School in Countryside for some of our softball games just because of the constraint of field capacity.

That being said, that kind of was coincided with the increase of participants in our softball program, which has been a nice benefit for our program, and therefore it has kind have led us all to the need for a new field or more fields.

That was sort of the genesis for the proposal for the softball field. When the space opened up, kind of post, I guess, the BNSF train/Tollway project or ongoing project we looked at that as a place that we could put a softball field, that could be used for softball, but continue to be used for soccer and football as it is currently, and so we decided we could utilize that piece of property.

We went to the Park District and worked with them pretty closely and they kind of support us as we would be paying for -- Western Springs Little League would be paying for it. So that was kind of the first part of our permit.

The second part is the Champion's wall, which was referred to earlier, that we put up in -- a couple years ago. The idea of the Champion's wall is to honor any team that has won a state championship for us over the past -- I guess since the inception of Little League, as well as the winners of the home run derby that we hold annually for softball and baseball, and then to honor some of the sponsors in the area that are generously donating their time and/or money to the Little League.

The reason we offered -- or we requested to open up the back was as our softball program continues to thrive, our baseball program is facing some added pressures; one being the cost to upkeep and the cost to kind of allow baseball to happen just with inflation, et cetera. Two is the competition from other sports that are coming online that didn't exist 20 -- you know, didn't really exist as robustly 20 years ago, such as lacrosse; third is the travel baseball takeover of little league baseball. You know, it used to be 10, 15 years ago you play little league and you played an all star team, now there's these full-time travel programs that go all year round, so all of those have added extra -- have added pressure to baseball enrollment, which has kind of hurt our costs -- or our revenues.

Therefore, we kind of continually rely on generous sponsors from the local area to kind of help offset those costs, as well as we try to very, very focused on keeping our costs down so that cost is never a prohibiting factor in someone not playing Western Springs Little League. I don't think we have touched our initiation fee or

membership fee, I think, in a number of years and that's by design. Having access to the Champion's wall, both sides of it, as well as the banners that have come up in the course of the last couple of weeks is something that's necessary revenue for us to continue to provide the product we provide as well as our agreement with the Park District always has been that we take care of the fields from a financial standpoint, we take care of the fields from a -- you know, an operation standpoint. Outside of mowing the grass, you know, we do all the pre-season work, the post-season work, we do anything in terms of, like, revamping the fields, we have added the batting cages, that just came online this past season, and we have the intention to do other projects to kind of help continue to keep the fields as, you know, beautiful as they are today. I would say this past season we hosted the 11U District Tournament, which is the All Star Tournament for the area, and we continually got comments from the neighboring villages that played in it on how nice our fields were, and that goes to a lot of effort from a lot of people; time and, really, money to make those fields as good as they

are. So that really is the genesis for why we are here and the hope that we would get an approval for those two parts of the permit.

CHAIRMAN GLIMCO: Was anyone else going to speak on behalf of the applicant?

Okay. And then, Tom, don't go too far. I think I'm going to open up to questions from the Commission afterward, but...

DON DIXON: Hello. My name is Don Dixon with the engineering firm of Gewalt Hamilton Associates and I am the civil engineer of record for the sign approval. Thank you for allowing us to --

CHAIRMAN GLIMCO: Hold that up a little closer. Yeah, there you go.

DON DIXON: Can you hear me better now?

CHAIRMAN GLIMCO: Yeah.

DON DIXON: Thanks for allowing us to come out here tonight and present this to you. I wanted to just kind of touch upon a couple things that were brought up in the Staff report.

Let's start with the floodplain portion. So the -- we have a lot of floodplain on the Spring Rock Park, and when we were doing the project we started looking at the location of the

improvements relative to the floodplain, and what we were able to do is we determined from the TOPO that the existing hundred-year base flood elevation was inaccurately plotted on the FEMA map. Floodplain is defined by elevation, so if you can show FEMA that you're above the hundred-year floodplain, then you're technically outside of that hundred-year floodplain elevation. So we did that. The Village wanted us to take that a little bit further because MWRD regulates any development within the floodplains. So we issued a letter -- a request for a letter of determination from the MWRD, the Metropolitan Water Reclamation District, and asked them to look at our elevation that we provided in the improvements relative to the hundred-year floodplain. MWRD reviewed our plans, reviewed the TOPO and agreed with us that the improvements that we're showing along with the grading, the fencing, all of the improvements are located outside of the floodplain based on the TOPO that we provided them from a registered land surveyor and, based on that, they allowed us to go forward with this development without having to submit for a MWRD permit.

Now, we had also, under the pickleball court project, gotten a determination from MWRD that we have, like .23 acres of impervious provided under a .5 acre threshold, which means that we have about .27 acres of additional impervious that we could install on the Park District before we had to start implementing new volume control and grade control. All of this was done for the tennis court projects when they were installed, so we had a little bit of extra and we're working to get that started right now.

So we do not currently have any requirement from MWRD before (inaudible.) The Village has asked us to submit to FEMA for a determination that we can go forward with our project either by submitting an application for a letter of MAP amendment or getting a determination from FEMA that that's not required and we can move forward with this project. I think we'll have something in writing in order to satisfy engineering comments on that.

Let's see. The next item I wanted to talk about was -- the big item is parking. And why I say that is because, as I just mentioned, we have

.27 acres of available additional impervious or hard surface area that we can place on this site without having to go through an MWRD permit. If we cross that threshold, then we have got a permit, we have got the full (inaudible) that we have to go through, we have to provide volume control for the full half acre plus that we have already accumulated by that point in time, and then there's the cost to do the parking itself.

Now, the area that we talked about, No. 2 on the plan that we presented earlier was an area where the old tennis courts were demolished, and that area was used as a staging area during the Tollway project. The Tollway used that bit of the park. That was an area that they put down equipment, there was rock that was left in there. Basically, my understanding is that -- and Dennis and any of the other park personnel can tell you this, but that area was kind of left in the condition that was basically suitable for someone to come in and park on it. So that's what has happened over time is, you know, people have obviously seen that there's an area over here that has a hard surface, gravel surface that you can

park on, and obviously they started parking there. The condition to convert that into a hard surface parking lot is going to put a tremendous strain on both the Park District and also the Little League from a permitting standpoint, from a cost standpoint, because it's just a number of items, it's a domino affect. It's not simple just go out there and pave it and you will be done with it. There's a lot more that's involved with that. I can't speak for the Park District, but if it's a requirement to go forward and pave that area, since parking is not an issue as far as a requirement, the Park District may decide just to close that off. They have a fence there that that area can be closed off now and it can be -- no parking can be allowed there. The Park District would obviously be able to use it for whatever they need, for their storage of their material, so that might be something the Park District would be looking to do. Just because there is not really, you know, in the budget to take on a parking lot for them. I think they said that maybe 24 cars could park there. So that's something we would like to get on the record that we may be looking at a different way to

approach that.

As far as the land banked parking at the administrative office, I understand that there have been no complaints thus far about the parking since the last pickleball project, so we would probably also request that land banked parking, you know, hold off until such time it becomes evident to the Village and the Park District that it's required, and I could be wrong on that, but if that's the case that it is not necessary at this time, I think we would rather hold off on that until then.

Let's see. There's an item regarding accessibility. We have looked at tying into the -- you can see on the screen there's a gravel path on the south side that -- south side of the softball field that goes to the concession area. What we would propose to do would be connect that path, run it straight up to the -- straight up to the north, I think we're talking, and go to the dugout on one side. In prior park projects that's what we have been allowed to do if we can provide ADA accessible route to one of the dugouts, that has been deemed allowable in the past. We will reach out to the

Capital Development Board and get a determination, we'll send them the exhibit we prepared for that and make sure that they're okay with that.

Other than that, I mean, it's -- it's a reuse of an area that has been a practice field for soccer for a while. You know, it's minor modifications to it, very minor grading, improvements to the field, seeding, some fencing for, you know, the backstops, protect fans, protect the parents when they're watching and very modest dugouts with gravel floors, fenced sides, and a roof -- a metal roof on it.

And, unless there are questions, I think that's all I have for right now.

CHAIRMAN GLIMCO: Okay. I'm sure the Commissioners have some questions. I would open it up at this time. I know I do. Go ahead.

Steve, it looks like you got something on your mind.

COMMISSIONER WINEGAR: I have a couple questions. So when the pickleball project was being debated, there was a lot of controversies about the amount of paving available for Little League, and Little League was very concerned that

the pickleball courts would; A, increase the parking needs of the park and, B, increase --

DIRECTOR VALONE: Steve, I apologize for interrupting you, but do you mind speaking a little bit more into the mic? We're have a really hard time hearing you.

COMMISSIONER WINEGAR: I'm sorry. So right now I'm hearing that we're going to build a new softball field and add to that parking load, but we don't see any concern about the issues we had with the pickleball courts. So I'm a little unclear on how it's kind of one way for one facility and different for this one.

MR. OLK: Sure. So I can speak to that.

So last year we weren't worried about it. We actually had -- as much as I know I had one family reach out to me to complain about parking, and once I explained that there was parking up top close to Central as well as all down the train line they were like, okay, they just didn't realize it. I don't know if it's because they were just younger and new to the area, I'm not sure. That was the only complaint I received about parking here. I did look back at the study that was done and it

does serve to show that there is plenty of parking kind of throughout the area when you utilize the BNSF parking, but you know what I mean.

And I would say that, you know, we didn't have any problems that I know of after that. We did send out an email kind of instructing like, hey, if you're going to play at the softball fields you might be better parking up off Central, if you're playing on North Field you might be better off parking over here and kind of gave suggestions, and it seemed to kind of dwell the issue, as well as, you know, not every night of the week are -- is every field completely used, so that does also kind of help.

COMMISSIONER WINEGAR: Okay. So you mentioned that your Little League parents are also using the gravel parking currently?

MR. OLK: Yeah. So as the season went on more and more people went over there, but, to be honest, during Little League season I didn't see that many over there, and I was over there an awful lot at night. I think there's more now with some of the -- like it just became, like, word of mouth, and with the soccer and the football, but my son

plays St. John's football, they practice over there, and so I noticed that the main parking lot down there is usually empty during those times, so people just driving down there, they would be fine in my mind.

COMMISSIONER WINEGAR: Okay. So -- but kind of react face then --

THE WITNESS: I wasn't part of the last part, so I admit some --

COMMISSIONER WINEGAR: No, that's fine. There was a large concern, a lot of debate over pickleball courts, and if we don't pave the gravel area we're not going to have parking there because the Village won't allow it on gravel, so we're going to lose that unless we pave it.

MR. OLK: Yeah. I would say from our standpoint, from Little League standpoint, it would probably put too much financial strain on us, and it's very tough for us to go back to the Little League family and be like thanks for sponsoring, we're going to build a parking lot for you to make your son better at baseball, so that's a tough sell for us.

COMMISSIONER WINEGAR: That's why I want to

make sure we're all on the same page. If you lose that gravel area because we can't afford to pave that, that you're not going to be back next year saying we need parking.

MR. OLK: Yeah, no, I hope to not come back here again. No. I will say that, you know, we aren't adding more usage time to the field, but the field is -- you know, that field is still being utilized quite often. We're just asking to have a softball field in exchange for soccer being there during the spring, it's a softball --

CHAIRMAN GLIMCO: Hey, Tom, let me just be clear. So if it came down to roping off that gate to the asphalt lot and getting a new softball field, that would be your preference versus --

MR. OLK: If it came down to it, yes, I would like a new softball field and, you know, I personally would be fine with parking because we can't do both, so...

CHAIRMAN GLIMCO: It's not in the budget?

MR. OLK: It's not in the budget.

CHAIRMAN GLIMCO: Right.

Anyone else have questions?

COMMISSIONER JOHANN: About how many -- what's

the capacity of that gravel area that people are using?

CHAIRMAN GLIMCO: I heard 24 spots roughly, but I don't...

MR. OLK: Yeah, that's probably about right. I mean, I haven't gone out and counted it, but I have seen -- you know --

CHAIRMAN GLIMCO: Make sure you say your name.

DENNIS CONWAY: Dennis Conway, C-o-n-w-a-y, superintendent of the Park District.

That gravel lot keeps coming up and let me explain a little bit about that. Back when the Tollway 294 project started I had a spot in the northwest corner of that park for storage; screenings, wood chips for the playgrounds, gravel, what have you, they took that away because it was actually railroad property that I was using. So I needed an area, so when the pickleball was built, that gravel was still there from the 294 project. I made a request to leave there so I could have that area to stockpile like, again, gravel, wood chips, stuff like that. Now, there is one way in, one way out. It's not a legal road and we know that and there's a gate there. I could lock that

gate up with no problem so that vehicles -- because once in a while cars do go back there and I am aware of that.

CHAIRMAN GLIMCO: Thank you, Dennis.

And Walsh was probably nice to work with on the BNSF project?

DENNIS CONWAY: Oh, yeah, they always are.

COMMISSIONER HANSON: Dennis, while we have you up here, I know we have talked about, in the past, a potential dog park.

DENNIS CONWAY: Yes.

COMMISSIONER HANSON: Where was that going to be placed? I thought we were kind of talking about --

DENNIS CONWAY: That was going to be placed -- there were a couple different locations. One would be where that softball field was and also a little south of there toward the end of the path that goes down further back along 294. That was going to be a small one, but that's pretty much -- now it's a done deal.

CHAIRMAN GLIMCO: Okay. So does the pathway that you have to build for access, is that impervious or is that going to be asphalt, is that

going to be --

DENNIS CONWAY: It's screening.

CHAIRMAN GLIMCO: Just screening will work for ADA?

DENNIS CONWAY: Yep.

CHAIRMAN GLIMCO: Okay.

COMMISSIONER WINEGAR: So going back to impervious, so the gravel lot currently is considered to be impervious?

DENNIS CONWAY: Correct.

COMMISSIONER WINEGAR: So paving over that same area would still put us over the top of MWRD?

DON DIXON: It's not just the paving we have to do here, it's also then you have to come and put a roadway.

COMMISSIONER WINEGAR: But the roadway is already gravel, too.

THE WITNESS: It's not -- 24 feet wide by the time you square it off, put the drive aisles in there and 24 cars -- if that's it -- getting in then it's going to be -- there is a, like, difference between asphalt and gravel on impervious coefficient we have there, that was -- I believe the issue was --

DIRECTOR VALONE: Don, I apologize for interrupting. Can you speak a little bit more closer to the mic? I think that would probably help.

DON DIXON: Okay. That was not part of our prior project area. Once we brought it into a project area and then we go impervious it counted as new impervious, so that kind of throws us over that threshold there.

COMMISSIONER WINEGAR: Okay. Thank you.

CHAIRMAN GLIMCO: Hey, Don, you talked about -- you talked about the floodplain and having to make a request to modify the map. You don't have a problem making that request?

DON DIXON: I -- I would rather not have to do it in my belief that since we're out of the floodplain that's not a requirement, and since MWRD --

CHAIRMAN GLIMCO: The result is if it turns up that you're in the hundred-year floodplain, then you have to go to MWRD, and you have already gone to MWRD?

DON DIXON: We have already gone to MWRD showing them the TOPO and why we're saying we're

out of the floodplain. They agreed with us based on the TOPO.

CHAIRMAN GLIMCO: So this is kind of balancing suspenders, is that -- Jeff, do you want to address that?

MR. KOZA: Yeah. So we're just looking to get the map corrected, and usually when an applicant works in a floodplain and a map is inaccurate as part of the development, they update the map.

CHAIRMAN GLIMCO: But the result is they have to go to MWRD and they have already done that, right?

MR. KOZA: This is FEMA. So FEMA --

CHAIRMAN GLIMCO: Oh, it's FEMA?

MR. KOZA: -- as part of a map amendment for the floodplain, we're essentially providing them, they have shown that the elevations are above base flood elevation, made a statement saying that they didn't raise the land, it was always that elevation, so our assumption is to make sure the applicant has an accurate flood map, which is pretty typical for any development projet.

CHAIRMAN GLIMCO: Would that be a condition that would hold up the project? Like does it take

FEMA forever? Because, I mean, I know FEMA isn't working today.

MR. KOZA: So this is the easiest kind of -- floodplain map amendments. There are much more involved methods that can take a long time. The only thing I know about this process is that this one can be accomplished in a reasonable amount of time that shouldn't impede a spring construction for this project.

DIRECTOR VALONE: Additionally the applicant can get going on that application while we're in this process. This process is not incomplete from the start of that application.

CHAIRMAN GLIMCO: Say that again, Heather.

DIRECTOR VALONE: They do not need to get approval for the conditional use to get a map amendment. The map amendment is not necessarily something that, even if they weren't to apply for a conditional use permit, they could not apply to correct, so we have encouraged them to begin that process so that during this time, while they're going through a conditional use, they can use that to approach FEMA.

CHAIRMAN GLIMCO: Okay.

DON DIXON: So we're not objecting to doing that. We were ready to get started on it. The soonest -- we can end this meeting and if we hear that the projects are going forward we'll go ahead and get that process started.

CHAIRMAN GLIMCO: Thank you.

Other Commissioners have questions?

I guess I have a question maybe for the Village.

Why do you care if there's a one foot space between fences -- of signs on the fence? Like don't we want to sell more advertising for the children of Western Springs?

DIRECTOR VALONE: So as there's no current standards for this, Staff is looking at other standards for other similar uses. For multi-tenant buildings, as an example, some of the requirements relate to that so that when there's installation and removal they don't become damaged.

Additionally, based on the recommendation by Staff of where we are recommending it, it is an area that if it was properly spaced, it would allow for them to remove and change out sponsor signs if they need to

without having to hinge them together. Currently some of them are -- appear to be banded together. So that is why we're recommending.

Additionally, as mentioned before, this is not a residential use in a residential zoning district, and so we're looking for other sections of code to be able to be consistent with our sign plan.

CHAIRMAN GLIMCO: Do you want to address that, applicant?

MR. OLK: No, I would like to address it.

So a couple of things about it. One, those sponsorship banners only go up during the baseball season. So they go up roughly early April and they came down this year in early August and they stay down the rest of the year -- at least from us. But they do provide a much needed source of revenue. They -- you know, again, we rely -- I think last year we got something in the tune of, like, 45 to 50 thousand dollars from sponsors to kind of help run our program and start to make some of the investments we have made into league, into the park, and we kind of have plans, even post the softball field to put -- for other improvements to

the park, and that's a big source of revenue for us. And we do our best to -- and we're very pointed in making sure that those signs are tasteful and that they remain to either sponsors or people locally. You know, you won't see, like, a McDonalds sign or a Bud Light sign or something like that. You'll see, you know, a realtor in town, you know, Murphy Construction, et cetera.

CHAIRMAN GLIMCO: Did you fill the entire fence this season or did you get close to filling it?

MR. OLK: We filled -- no. We probably filled about half of it. We fill from -- we go from the foul line to about right center and the foul line to about left center. This year we did have a couple people request to put banners on Matt Orth Field specifically because their children were playing on that field, so we had a few sings there, and then we had one or two families request to have theirs on the softball field. The softball field doesn't have an outfield fence, so we put them along the first base side. Again, we put them at the low point of the fence. It's not something that we want to throw up high, it's not something

that we want to have on the bottom.

CHAIRMAN GLIMCO: You don't want to block the view either.

MR. OLK: Yeah.

CHAIRMAN GLIMCO: So this whole idea of submitting a sign program, if you will, Heather, how would that work if we were to, say, recommend tonight, we would not have this sign program before us to review, so what's your thoughts there?

DIRECTOR VALONE: Well, so that's why Staff is putting together some recommendation that if you wanted to utilize those, that could then be reviewed just like any other changes or conditions that you would have so the plans could move forward. Hypothetically, though, if you were looking for additional conditions and wanted to bring it back that would be consistent with our multi-unit sign plans for the commercial district, which are reviewed and approved by the Plan Commission. So if we -- it would very much depend on how specific your conditions are and if you are comfortable with those being included and then carried out.

CHAIRMAN GLIMCO: Is it contemplated -- I

mean, it seems to me from what I have seen it's only contemplated on the Piccolo Field on the outfield fence. So if they're asking to do more than that, the Village doesn't have a problem with that, it sounds?

DIRECTOR VALONE: So, to clarify, Staff had asked the applicant during the submittal process all the areas they were looking for sponsorship signage. What you see in the application package is what they submitted. They indicated that they would not be looking for other areas, which is why we don't have recommendations related to that. If they do want to change that, that is something we would probably have to seek and come back.

CHAIRMAN GLIMCO: Or they can put it in their plan for uniform signage if we talk about that tonight as a group.

DIRECTOR VALONE: Again, if your conditions are specific enough and can be carried out it's something me might able to do --

CHAIRMAN GLIMCO: We can probably do that.

DIRECTOR VALONE: -- but I would also like Village Attorney Skrodzki to provide a more detailed answer.

ATTORNEY SKRODZKI: So if the recommendation was for a sign plan and the sign plan had specific conditions, such as signs will be allowed if they're a foot apart or no higher than the fence or whatever, then additional signs could be approved by administrative action, then, if that was the recommendation, but if there was a specific request for relief that was not included, then that was not noticed or published for us, so we can't go beyond the scope of the application in terms of relief granted if it's specific relief granted that was not included in the petition materials. So -- but if we recommended a sign plan, there's a way --

CHAIRMAN GLIMCO: Yeah.

ATTORNEY SKRODZKI: -- not around that, but there's a way that it could be approved administratively --

CHAIRMAN GLIMCO: We're still talking about baseball sign --

ATTORNEY SKRODZKI: Correct. Within the guidelines if the sign plan is adopted.

CHAIRMAN GLIMCO: Okay. Go ahead.

DIRECTOR VALONE: Additionally, if the Plan Commission determines there would be other areas

that they would be comfortable with the sponsorship banners, that could also be updated as part of the condition and made part of your recommendation.

CHAIRMAN GLIMCO: Okay. Go ahead.

MR. OLK: So, to clarify, if we just came back and said, like, this is our sign plan, we would like to have signs on the outfield walls and the Champion wall --

CHAIRMAN GLIMCO: Yeah, it's going to have to be pretty particular about the specifics, about where and the size and how far apart or not, and things like that, so that we can get through that tonight so that you have a good enough idea of what the plan is that you have to go back to the drawing board and put together that we're all going to approve tonight. Right?

COMMISSIONER WINEGAR: Well, I have a concern -- and this goes way beyond Little League. We have a lot of users of our parks and we have got club teams, we have got Little League, we have got lacrosse, we have soccer, we have football, and so forth; if we're going to have a sign plan it needs to take all of that into account so we can plan equally to everybody.

CHAIRMAN GLIMCO: Well, I don't think we have to do that tonight, Steve. I think the only applicant before us it the Western Springs Little League and the Park District for these locations. If someone else wanted do that, we'll bring them in.

COMMISSIONER WINEGAR: Well, what I'm -- since we don't have it in the ordinance, and before -- I wouldn't feel comfortable approving for one group without having any idea of what the potential impact would be for the rest of the park with all these other groups we have.

CHAIRMAN GLIMCO: Well I think each group that uses that park is unique in some way professional or form. Baseball has the fence to put advertising up. Soccer, I don't know where you're going to hang your signs on the soccer fields.

COMMISSIONER WINEGAR: They don't have to go on a fence, they can put them on posts that are temporary.

CHAIRMAN GLIMCO: Well they can't unless they come here and get a permit.

COMMISSIONER WINEGAR: My point is we should be able to apply the sign limitations or -- equally

among all users. Right now we don't have that standard.

CHAIRMAN GLIMCO: I don't think we have to go that far tonight, and I think we'll be here a long time if we do.

COMMISSIONER WINEGAR: I don't expect it -- I think Staff needs to --

CHAIRMAN GLIMCO: Okay. Okay.

Any other questions?

Do you have a question on the back of the Championship wall?

COMMISSIONER TURNER: Yeah, if we can get some clarification on evening out the front and the back of the Championship sign. I'm not sure I understand why that is a concern.

MR. OLK: I don't know --

COMMISSIONER TURNER: I don't know if that's a question for Staff or...

CHAIRMAN GLIMCO: Heather, one of the conditions for that sign was that the advertising on the back of the Champion sign match what's on the front in terms of size?

DIRECTOR VALONE: Right. So the reason the application actually came to light was that the

back of the Champion sign was improved with one significant sized sign that covered the entire -- or, excuse me, two signs that covered the entire back. What Staff is recommending is that if we are going to allow signage on the back, that it would be down to the smaller size, three and a half by six foot sign blocks that are on the front.

So Kelsey is going to pull up a picture really quick here.

So this is the back of the sign before it was -- before the two signs were installed. So this is -- essentially what happened was Little League sold half of the square area of the sign to one user and half of the sign to the other for sponsorship covering the entire back of it with just two signs. So what Staff is recommending is that if they are going to utilize the rear of the sign, that it be consistent with the front and that the max size of each individual one be the three and a half by six, which is what is approved on the front.

CHAIRMAN GLIMCO: Why?

UNIDENTIFIED SPEAKER: Can I comment on that?

CHAIRMAN GLIMCO: I'm asking Heather. Why?

DIRECTOR VALONE: I understand. Item 1 is that it would be consistent with what's approved on the front. The second is that our code does not allow for billboard signage, and when it becomes that size and it is visible from quite outside the park it starts to vere on being a billboard, and that is why Staff is recommending that it just be consistent with the front size.

CHAIRMAN GLIMCO: But why is that any different than anyone's sign on any commercial space downtown Western Springs that's visible from the train going through town?

DIRECTOR VALONE: So the downtown signage is controlled by the width of the building times one foot. The maximum permitted on any building, even the Garden Market Shop, is 100 square feet. The back of that, for each one, was over 100 square feet.

CHAIRMAN GLIMCO: Each sign is over 100 square feet?

DIRECTOR VALONE: Correct. So it was more than what is allowed in any of our commercial districts.

CHAIRMAN GLIMCO: Tom, do you -- it's not time

for public questions yet. I'm sorry, Mr. Hartigan. Just hold on one moment. Just one moment.

Tom, did you already collect money for the program for the -- aren't there signs that were already put up on the back?

MR. OLK: Yes. So we did have two sponsors come in this year to put a sponsor on the back. We kind of, you know, came through the process and so since there's two, we just gave them two spots.

CHAIRMAN GLIMCO: Did you charge more than the ones on the front?

MR. OLK: We did charge more, yes.

CHAIRMAN GLIMCO: And what happens if you have to take that down?

MR. OLK: I mean, we would have to -- instead of having two, we would have to go out and find, you know, people to fill them, and we would probably -- you know, I would have to run the math, but we would probably bring in a little less revenue.

CHAIRMAN GLIMCO: All right. Okay. Does anyone have any thoughts on that?

COMMISSIONER WINEGAR: If memory serves me correctly, when we approved the Champion sign we

only approved signage on the south side.

CHAIRMAN GLIMCO: We did. That's correct. That's why this is here again.

COMMISSIONER WINEGAR: Right. So right now we haven't approved any signage on the north side.

CHAIRMAN GLIMCO: That's right.

COMMISSIONER HANSON: And that was after it was put up without a permit.

COMMISSIONER WINEGAR: Correct.

COMMISSIONER HANSON: Right.

COMMISSIONER WINEGAR: I, for one, am not a big --

DIRECTOR VALONE: Steve, I apologize. I cannot hear you.

COMMISSIONER WINEGAR: For one, I am not big on having lots of advertising in our parks. You know, if you look at, you know, the Burnham Plan we have nothing of commercial value in our parks, and this is -- you know, traditionally in Chicago. I guess the question is how much signage do we want to allow since we have already opened the gate? Or do we want to have some sort of, you know, plan to limit the amount of signage we have?

CHAIRMAN GLIMCO: Well, we have already

approved this Champion's board, so it's not like they're adding structures or space, they're just painting on the back of a blank slate.

COMMISSIONER WINEGAR: Right. So when you drive in to Spring Rock Park, you go around the corner of the parking area, that sign is right in your face and it is a billboard. It's large.

CHAIRMAN GLIMCO: Yeah.

Go ahead, Tom.

MR. OLK: So I will say we have taken that in account and we do understand that it's -- we don't want to have a sign -- you know, going back, we didn't go to national places and say, hey, we have this billboard up. We went to local people in the community that wanted to help Western Springs Little League, and so we have been very cognisant of that -- and Catherine is in the back, she kind of runs this for the Little League -- we have been very cognisant of making it tasteful and not obnoxious. There are true sponsors that live and work and, you know, participate in the community, so that's where you got the Rush Orthopaedics and -- which is a doctor in town and Mr. Salvino from Performance Wealth.

COMMISSIONER WINEGAR: I'm not arguing that. I just -- you know, it's a park, it's not a commercial venture.

MR. OLK: I understand that.

COMMISSIONER WINEGAR: So I think there does need to be some limitations on how much signage we have in our parks. That's just my personal opinion.

CHAIRMAN GLIMCO: Commissioners, any other questions?

COMMISSIONER JOHANN: What are the terms of each season -- is it each season? So a company comes in and so Performance Wealth is there for the year or for the season?

MR. OLK: Yeah. Correct. So the signs go up in early April ish, weather dependent, and they come down -- I think I took them down in early to mid August.

CHAIRMAN GLIMCO: I think she is talking about the ones on the screen.

MR. OLK: Oh, yeah, I'm sorry. So those are annual. Annual ones. So we ask them -- you know, for us, once a season, to come and re-up their sponsorship, but it's just for that one year.

COMMISSIONER JOHANN: And let's say it goes forward, you know, then you're going to have sponsorships coming on there. Do they have rights over someone else? Say you have 12 and there's only spots for nine, how does that get sorted out?

MR. OLK: We would likely go to offer it to people who have done it in the past first. I don't think so we have a firm plan on that, but we usually go back to people that have sponsored us in the past, and then after that when we go to the local businesses about sponsorships, we would offer up remaining spots to them.

COMMISSIONER JOHANN: Mm-hmm. And the illustration here, so I think you were talking about the size, each of them would be the -- the nine spots there, the Performance -- is this an actual picture of what was done for -- so those are large?

MR. OLK: Yeah. So that's essentially what it looks like. I think this might be the graphic designer's rendering of it, but that's essentially what it looks like today. Again, they were bigger, but with only two we offered them a little bit more space for those two.

COMMISSIONER JOHANN: But what you're seeking approval for would be the nine spaces, so each of them would be --

MR. OLK: So what I'm seeking approval is just to have signage on the back.

COMMISSIONER JOHANN: Okay.

MR. OLK: You know, I would love to say without limitation, but we're happy to put limitations in. That would be kind of -- what we would be going for is similar, you know, either one of those -- have the ability to do either one of those. You know, we can discuss it as you guys wish, but that would be kind of what we would like to have the flexibility to provide.

CHAIRMAN GLIMCO: So if you had to match the front of the sign or the south side with the back side, that wouldn't be undue hardship for you guys?

MR. OLK: No. I mean, I don't want to speak for -- I don't want Catherine to stare at me right now with daggers in her eyes, but it would be limiting because of what we have, you know, tried to accomplish, but -- you know, it would be limiting.

CHAIRMAN GLIMCO: Thank you.

Commissioners, anyone else?

Mr. Hartigan, did you want to -- name and --

MR. HARTIGAN: Good evening. First of all, before I get too technical --

CHAIRMAN GLIMCO: Can you give her your name?

MR. HARTIGAN: Russ Hartigan, former Village trustee, former Lyons' Township supervisor, and judge.

I have done a lot of municipal work and a lot of these issues come up, but before I get into any of that, I would like to congratulate our Little League and the parents who traveled with them -- and we have traveled all over. I have two grandsons that play Little League and one of them particular and in the picture in recent publication that goes out to the Western Springs people, so I know there's a bunch of parents that could not make it this evening, but there are a few. Those who have children in the Little League that won the championship, stand up, please. Let's give them a hand.

No? Nobody? Oh.

CHAIRMAN GLIMCO: You were close, Brian.

MR. HARTIGAN: In any event, signage is always an issue. As long as it's done in good taste and it doesn't interfere with sights and -- so you have to look to all of that and the dimensions have to be within a certain category. So signage helps defray the cost. There are plenty of people who would like to put a sign up, I do know that. There's insurance, there's attorneys and on and on, so -- and I know that helps with the money.

In any event, I just want to say that there are a lot of parents that wanted to come, they said, "you show up, you were the trustee." Well, I don't have a child playing, I have two grandchildren playing. Parking is an issue. Let me tell you. New people from La Grange or Countryside, they're bringing their children or grandchildren to play in that -- our particular area there, it's very tight. Extremely tight. So that's something to be looked at. It's not easy. There are multiple things going on in that particular area. Yesterday I walked the perimeter of the park and here the Baptist church members were playing bocce ball on grass, so that was interesting. That's a new dilemma.

Anyway, I have done signage for municipalities. It's not uncommon for municipalities at baseball fields to put signs up and around to help defray the cost of whatever it may be; equipment or umpires or whatever it might be. So I am actually a college football referee. I see signs all the time -- and high school football referee for many years. I see signs at lot at football fields by certain promoters in that particular Village, so that's not uncommon. And I think it's -- the parking is an issue if we can try to remedy that. Thank you.

CHAIRMAN GLIMCO: Thank you.

Anyone else from the public want to make a comment or have a question?

Come on, you can just step right up. If you want to form a line you can do that.

MR. BAZZONI: I have a small -- a nonelectronic version in front of you.

CHAIRMAN GLIMCO: Oh, okay.

MR. BAZZONI: My name is Gary Bazzoni, B-a-z-z-o-n-i. I am a Western Springs resident since 2001 and a Spring Rock Park user.

As background, I have three daughters

all who have played sports; three in traveling volleyball, three in LT volleyball, two of them did track, one softball for a number of years, and I know the cost of playing out of -- traveling sports. They weren't as lucky to have sponsorships through our Park District, so I find it a little baffling that we're talking about how many ads to sell in our public park. In my opinion, this is not NASCAR we're dealing with here and it's not an impoverish community we have to support. Not our kids, I think this effort is supporting our parents who are deferring their costs towards their kids. So to talk about how much advertising we should allow in our premier park in our system, and I wonder it's okay to have this entry sign, Steve, as you correctly pointed out, you do see right on your way in. We -- I think we have gotten off track on the whole discussion. I unfortunately missed the time when this Championship sign was approved, that meeting, but we'll go from there.

A couple questions first about the fields, the new field. Singular. There are five fields that are there now as far as I count them. This would make it six. I know we're getting two

recently improved ones through the stormwater management project at Spring Dale, and, if my memory serves me correctly, the gentleman that was here for LT at your last meeting said that non-LT events at their brand new softball facility there would be available for public use, so I only ask that your team take that into effect when you're looking at this.

Personally I don't know the difference between a softball field and a baseball field, although my daughter played it for many years. In my head I'm thinking a softball field does not have a grass infield, but it's a hard surface all the way out. And one of the diagrams in Heather's package showed the current softball field -- or the new softball field superimposed on an outline of the current soccer fields up in the northwest corner. I think that's a great location, but what that means is a good portion of the hard surface softball field is going to be covering a portion of that existing soccer field, so I'm not sure the multi-use aspect of the new field is going to work as proposed. Bocce ball perhaps, but I don't think there's going to be enough room still

for a soccer field, so maybe the team can look at that.

Okay. A few -- if you could look at the deck here quickly -- and I know we're pressed for time. Go Cubs. The cover sheet just has --

DIRECTOR VALONE: Just to clarify, Mr. Bazzoni is referring to this item that's on the -- the aerial photo.

MR. BAZZONI: I have page numbers in the upper right-hand corner if you would like to refer to them.

The first page is just the overall plan. You have seen that on Heather's diagrams.

Champion's sign. As I put here, you can label it anything you want, but, in reality, it's a billboard. There's an excerpt there from your Village Code -- our Village Code defining what a billboard is. A freestanding structure advertising things that are not provided on the premises, in which case, this would be a good example of that, and our Village Code definitely does not allow billboards in the Village. That's the first point.

The's esthetics of this thing. I'm

going to start off with, first, my personal opinion that our signage there in the park has gotten out of control. I'm all for the banners on the fences. We now see a big bull's-eye on the back of a scoreboard, we see stuff tacked on to the other scoreboard. I did a tour over at Hinsdale over the weekend, another one at Sedgwick Park, another one at Oak Brook. I did not see any banners in Hinsdale, I did not see any banners in Oak Brook. Sedgwick Park in La Grange. The main facility there has banners on the little league fields and nothing on the Babe Ruth larger fields. I think they had some mounted up on their batting cages as well on the fields. Clarendon Hills, I have not been there. I know they have some baseball fields. I have not looked there, so I would suggest benchmarking local communities adjacent to us as well for the proposal.

The locations of the banners. I know it was mentioned not above the height of the fence, so I would say that there's a number of noncompliant signage pieces out there now that go above the four foot height or whatever the fencing line is. There's also a Dick's Sporting Goods sign

that's facing out on the east side of the fence facing the drive aisle. I think that is a non-Western Springs vendor, unless they have built a store, so that would not comply, and then we move on to the north side of the Champion wall.

As it was said, this was not in the original permit documents or approvals. If you look -- flip through some of the photos there, this thing is, I'll say, illuming, for lack of a better word, over the pickleball courts. If it was a pickleball court billboard it would be perfect for them because it is right there in your face. As Steve said, you see it when you pull in the drive aisle, you see it when you park at the pickleball courts and there it is. Another view is of the back of the sign up from the -- I could only get so high on the embankment of the train tracks, but it is clearly visible from the BNSF embankment and from the trains for long distance there along the north side of the park.

So I will not bore you any further, but, in conclusion, bullet point one, I would ask why are we putting anything like this in our public park? It's already erected, it's already up. I

would say limited damage at this point. Limit the other signage, approve signage for the large field, keep it off the little fields, and cut back the NASCAR look.

The billboard, again, Steve, I think you brought this up, it's provided for the benefit of one singular group. You know, when I come along with my soccer team, I come along to the tennis courts wanting to put banners up, I come along to the kiddie playground wanting to put Huggies' ads up, where are we setting the precedent on this? Softball and baseball guys have banners up all over the place, why can't we put it up at the tennis courts, why can't we now go and sell our park for revenue to help cover our costs. I don't think it's fair and I don't think it's a good precedent to go down the road on.

That's it. Thank you.

CHAIRMAN GLIMCO: Thank you.

MR. BAZZONI: Any questions before I sit down?

CHAIRMAN GLIMCO: Commissioners, any questions?

Thank you.

MR. RICHARD: Hi. My name is Phil Richard,

Western Springs resident and treasurer of the Little League. I didn't plan on speaking so I apologize in advance. I don't want to take any more time --

CHAIRMAN GLIMCO: Were you sworn in?

MR. RICHARD: I was. I stood up just in case I did speak.

CHAIRMAN GLIMCO: Okay. Good.

MR. RICHARD: I have been treasurer for six seasons now. Before that I was on the board, so I have been on this quite a long time. All volunteer position. I see Shawn Clark, the former president who lured me into this a long time ago, he's my neighbor.

MR. CLARK: Guilty.

MR. RICHARD: But a wonderful organization and I think one of the key things we're missing here is we invest back in the parks. We spend, on an annual basis, just on routine maintenance -- and we have a great partnership, I think, with the Park District where we are cutting the infields, we're cutting the grass, we hire local children that have played little league to do maintenance on the fields, that all residents of Western Springs can

benefit from throughout the season.

In addition to that, we do capital improvements. So we have put in new batting cages. This softball field is simply we want to do something good for our softball program. It has really grown quite nicely. I coached eight years ago, my daughter just went to college. It was a terrible program at that time. It didn't get much participation whatsoever. Now it's an incredible program that's growing and therefore we have a need for an additional softball field. So I think what some of the folks are missing in this room is that we contribute significant dollars, time, energy to those fields that make them the great fields that they are, and it's with the help of great sponsors like Mr. Salvino, and my bank put up a scoreboard, for instance, so we have a scoreboard on the B West field. It takes a lot to maintain those fields and kind of create a program that is viable in today's world when we're competing against so many people.

So I just want to put that in the record that we do spend a lot, and we are lean and mean and that's what allows us to do some of these capital improvement projects. You know, it's not a

vanity project. It's not anything other than trying to provide children of Western Springs a great little league program.

I'll turn off my treasure hat for a second because I know this isn't the Western Springs Little League response. That parking is very nice to have. So I know it's not -- and we don't have the money for it, so as the Little League treasurer, we do not have the money to pave that lot, but it is something, as a resident and a -- like someone who coaches B West over there, who plays softball over there, who plays pickleball occasionally, it is a nice feature to have that is impervious, does not require any further dollars. I don't think it's an eye sore whatsoever. You don't see it, it's kind of tucked back there, so I would kind of -- not as the treasurer of Western Springs Little League, but as a resident, I just ask that you consider keeping that because it is quite nice and very practical, I believe. Thank you.

CHAIRMAN GLIMCO: Thank you.

MR. CLARK: My name is Shawn Clark. 4368 Grand Avenue. Yes, I roped Phil Richard into the

Little League board years ago. I served about six years on the board, a couple years as president, and I don't want to step on the remarks that I entirely agree with from Tom and from Phil, but just maybe in addition, the sponsorships have always been very, very hard for Little League to pursue. We were woefully, you know, underserved back when I was the president and we are tasked with increasing registration fees to families of Western Springs, and all families in Western Springs, you know, don't have truck loads of money, you know, in their backyards, and it was very important when I was on the board to be very inclusive of all Western Springs kids for Little League. It's not frankly about baseball. Certainly the softball program, back then, I think we only had one or two teams, so I love to hear that softball has really improved and we have girls out there participating as well in softball, but it was about five, six and seven year old kids that were looking for something to do within their community. And the registration fees, if they would scoot from $100 to 125 and nowadays, you know, there's bats that Little League requires you

to spend money on, and everybody has to have -- not back when I was a kid where everybody shared helmets, everybody has to come with their own helmets. There are all these increased costs, so sponsorship is very, very important to have a Little League like we have and enjoy here in Western Springs and going back to the inclusive nature of it, and it's about where kids are friends with each other and those friendships then continue for years on. That doesn't come, you know, frankly in all these, you know, big travel programs. Just a couple of comments. Thank you.

CHAIRMAN GLIMCO: Thank you.

MR. SALVINO: Do I need the microphone?

CHAIRMAN GLIMCO: Probably.

MR. SALVINO: My name is Tom Salvino. 1216 Walnut Street Western Springs.

So a couple -- A, thank you for your time. Thank you for your efforts to improve our community. You know, I think we're here because we're trying to improve the community for our kids. Catherine Lopez is here, she is actually up for citizen of the year this year for her work in our community.

So what happened is the -- we're trying to raise money for baseball and softball. We currently have no softball field for the girls. About a year ago Catherine called and said we need money for the batting cages because the batting cages were terrible. So funds went into batting cages and then she said we need softball -- for the girls, there's no -- the girls are currently playing in Countryside, which I honestly think that's kind of ridiculous that our kids are going to Countryside for softball. So I guess it would be nice if you didn't need revenue, but obviously we do need revenue to have these things function.

So, by the way, the Western Springs Little League did win the state Championship this year in U11, and they use the batting cages every single day, probably six hours a day, so we're rather proud of that. I would say I guess ideally we don't need sponsors, we don't need money, but that's not the way the world works. So I would say Catherine said for the last three years there's the front of the sign and the back of the sign and nobody ever wanted the back of the sign, so for three years there was nine boxes and zero revenue

because nobody wanted them. So Catherine's idea was, hey, let's have bigger signage and have an anchor tenant. So myself and Dr. Lopez, who is an orthopedic surgeon, we put our signs on the back and we're the anchor tenants. And, by the way, if you look at Hinsdale, they do have anchor tenants, it is Hinsdale Bank and Under Armor, and they have smaller people and they have bigger -- so the bigger is two people, and, again, it's Hinsdale Bank and I believe I sent those quotas to you guys in your packets. Hinsdale Bank is probably -- if you look at your packets, it's a huge sign, and so is Under Armor, so they are the anchors. So I would argue that you should have anchor tenants and then you should have smaller people. So we paid more for a bigger space and we're the anchor tenants, as Hinsdale has and as La Grange has. You know, La Grange Little League, I believe it's a real estate company -- I forget the name of it. Anyway, in your packet, it's a real estate company that is on there sign.

MS. FAWELL: Excuse me, Tom. I'm sorry.

I just want to point out to the Commissioners, as Tom said you do have your packets

up there. I do believe -- yes. Commissioner Turner is holding it so you guys can be looking.

MR. SALVINO: This is Hinsdale Bank, this is the anchor tenant, so they do have that. It's a huge sign. So they're the anchor tenant and Under Armor is also, and then for La Grange it's Waterman Bank Mortgages. And, by the way, in La Grange, these signs are 30 feet from homes and in Western Springs there's no homes 200 feet from the signs. For whatever it's worth, and I think it's worth something, when a sign goes up we pay different kids from LT who call our firm to be interns. We currently have three interns at Performance Wealth that are LT students to redo our, learning about what we do. I think that's kind of cool.

And, ultimately, I would say this. The girls softball field needed to be built and we're providing the money; Greg Lopez and myself and other people, and I would say that's what the money is for, it's also for the batting cages for the kids and it's to help keep the price down for the league. So that's kind of what we're -- that's the purpose of it, and I would also say that it's about having a community that is affordable for

people, and I guess -- I think the sign, if you look at it, our sign has the American flag and it says, "Performance Wealth," so I think that's -- I think -- we think, anyway, it's a nice sign. It's not something that's unpleasant or anything else, but, having said that, the last thing is 185 people signed the petition to approve that they like the sign in Western Springs, and I believe we have one person who doesn't like it, so I think it's -- that's the math.

And, by the way, I have five kids and they all played sports here, they all use the parks, they're all older now, but I would say we understand the value of sports and the value of the parks and the sponsorship of the community that we all are trying to sponsor. And I guess I would say, ideally, I guess there's no sign, but ultimately someone is paying for these things and it ultimately is providing for what we need in the community. Maybe other people want to speak about that.

CHAIRMAN GLIMCO: Thank you.

MS. SEVERSON: Hi. My name is Sarah Severson. I have been a resident here since 1998. I have

raised three boys here, all three of whom are collegiate baseball players. My husband was a Little League coach for ten years in this community. I'm hearing a lot of "I don't like it," but I'm not hearing about any damages or negative consequences associated with doing it. I am here to represent the flip side of the complaints about I don't like it when I pull up into the park.

I, for one, do like it. I do think we want to project the image that we take care of each other in this community, that our local businesses support our community. I want to live in a community like that. So, yes. Yes, we do want to project that image that we support our children, that our businesses support our children.

I also think taking the emotion out of it and the personal view out of it. There is always an unintended consequence of not doing something, and the unintended consequence that follows logically from this, of not doing it, is that those charitable dollars will go elsewhere. If people want to promote their businesses and do it in their community and you don't allow them, guess what, we live in other surrounding

communities that will happily take their dollars, and, guess what, then our kids suffer because our charitable dollars are going to other communities; La Grange, Hinsdale, Clarendon Hills, surrounding communities. So it's not -- the menu that we're picking from is not don't do it and live in Utopia, do it and drive up and maybe have an ill, you know, sick feeling to yourself because you don't like to see the signage. Utopia is not on the menu. There's also a third thing of don't do it and our dollars walk out the door. So I don't think anybody has to make a personal or emotional decision about it. I think we need to think practically about what happens if we don't support these loyal community members that are willing to pony up thousands of dollars to support these programs. I don't think, with all due respect to those who have made comments in opposition here, that this is a luxury we can afford to say we don't like signage so we're not going to have it.

So I would really implore on this committee here tonight, please think about the consequence of not doing something to support our partners in this community and also recall that

there are plenty of members of this community that want to know that there's community engagement, not only from families, but from businesses who are willing to partner and support our kids. Thank you.

CHAIRMAN GLIMCO: Thank you.

MR. LOPEZ: Hi there. Thank you guys for staying so late tonight. Thanks, everyone, for listening here. I'm Greg Lopez, L-o-p-e-z. 4307 Prospect. I moved about three years ago. I'm thankful for Tom who gives all the money, even though none of his kids really benefit from it anymore, it's my kids that -- I have four kids who played Little League the last couple years. We won the district, (inaudible) championship and my daughter won another one, so I have very much benefitted from the facilities and from this. I, myself, played collegiate and professional baseball, and I grew up, I played Little League baseball, and being in this community for the last few years, I would argue pretty much that I think Little League is one of the life bloods of the community. When my son won the district championship when we first moved here, there were

500 residents cheering him on with food trucks and everyone was out and I was like if this is what I get for all the money I spend on the sports, this is worth it because it was so wonderful. It was happy. You had kids from all different, you know, abilities playing together to win the championship, so I'm definitely heavily invested in the Little League.

I think that like, what we talked about before, we're talking about signs, I just think the more of a fundraiser we can get for Little League, the better. I don't think it's too much. The reason why we ended up putting signage on the back was only because they couldn't get enough sponsors to even fill the front, so they were asked -- just finding different ways to get us more money into Little League, and so I'm all for supporting the Little League. I have moved my parents here who live right next door, my in-laws who live right down the street, and now my brother-in-law and his family live a block away as well, so I'm heavily invested in Western Springs youth and the sports here, so please try to, you know, as much fundraising and money as you'll allow

to go into the program, we would love it. So thank you very much.

CHAIRMAN GLIMCO: Thank you.

MR. GERAGHTY: I'll be quick. My name is Joe Geraghty, 1227 Chestwood Street, right down the street, and I have known Tom and his family for the last 40 years, and I have to say that I'm very proud to be living in the same community as him. We have grown up together and I have seen him work with his father to build the business that they have built and help people along the way. And I was up playing pickleball the other night and I saw the sign and I was just really proud to see your family's sign up there, your business, and I think that's a testament to your hard work and your father's hard work and I'm proud to see it.

But, you know, there's a lot of things that people don't see, and I think someone made reference to Dick's Sporting Goods, for instance. So my kids didn't play Little League -- well, they played Little League for a little while, but they really got into lacrosse and they played up at Spring Rock Park, and the biggest sponsor of Western Springs lacrosse for, at least a decade,

was Dick's Sporting Goods, right? They would come out every day -- every year they would have a huge sale and they would donate a huge amount of money back to Western Springs lacrosse directly. So that sign that, you know, you kind of look at and you don't think it's a big deal, it is a big deal because they helped out a program that needed the help way back then. So, you know, just to your point, someone else made the point earlier, you know, all these things, these signs, it's not just one choice or the other, they all help out and I think it's a great thing to see the signs up there and I think they -- you know, I think they fit in very well. So, thank you.

CHAIRMAN GLIMCO: Thank you.

MS. SCHMIDT: Hi. Thank you for having me. Debra Schmidt, S-c-h-m-i-d-t. I live at 1305 Maple. So nice to see you all here. I come from communities that don't always have excitement like this. I moved here from California. I will just very briefly tell you why I really feel compelled to speak.

I am a professional soccer coach. I coach soccer and club soccer, Region 4 for US

soccer, the US Youth National team. We have sponsors. We cannot survive without sponsors. At the US national level when you look at jerseys, they have sponsors. My son played little league. My son was -- still holds the record in his Little League. My daughter married a professional baseball player. I feel like my greatest joy is watching my grandsons and my granddaughters now at this age. What I'm watching them do is achieve, not because they're playing baseball, softball, anything on those fields, soccer, I love it, but they're achieving more, and they're going to go forth, as I say to parents that -- of the kids I coach, these kids will become better leaders, they are interviewed and are accepted in jobs, interviewed for schools, for medical school, and it's because of what they get in their youth sports program.

A very famous coach in the high school era right now, Bruce Rollinson, Mater Dei High School, I coached there for nine years, and what Bruce Rollinson, who is the head football coach would say, in public, I just need to keep my freshman interested and eligible because they come

in gung ho and they come in from a community like this. So when you -- I won't say "you." Please don't take this personally. But when we, as a community, decide that we can't afford a parking lot -- this is what I hear. Now, I have only lived here almost three years -- we can't afford to pave a parking lot, okay, so that money has to come from somewhere. So right now if you take away the opportunity of your community to invest in themselves, to be a part of themselves, to have my grandsons referee smaller kids, to have someone who is out there at football practice and those kids go on to play at the University of Notre Dame or Boston College or wherever they want to be, it's because of what we, as a community, have provided for them; the opportunities for philanthropy, for spiritual growth at whatever your spiritual is, for internships. What an opportunity to be able to have an internship at some of the businesses that we have in this community.

I moved here and we moved into this community, sure, because my grandchildren are here, but what I really want to point out is the majority of the people, as it was listed on your Village

website, whatever the total amount in your community is this year, I think they said those people over 65 years old are 1,237 people. So what that tells me is that this community is a community with youth, that flourish, become wonderful people, and we want to invest in that. We don't want to take away from that. We don't want to say this sign, sure, the train goes by every community up and down here, all the way to downtown, and I sincerely hope that Under Armor, who is one of the biggest sponsors at the University of Notre Dame, I can use that because my son played football there, and my son was the beneficiary of giant sponsor. I was an Adidas sponsored coach, one of the greatest things to ever happen to me. If you are a -- my daughter was a Nike athlete. These are things that you cannot turn down. You just -- there's no way to put a value on that.

So I just wanted to come up say this is what I have done and here is what I see. I love Western Springs. I love -- so I just want you to know it is absolutely unbelievable if we decide, as a community, not to allow sponsors to invest money, to have those banners side by side. I don't care

if it's for (inaudible) because every one of my grandchildren drive there. I don't care if it's for Oberweis and they buy ten of them because I did sponsorship for my local club -- this is what I'll finish with -- and we got as many sponsors as we could. You look at St. John of the Cross, they have a bulletin. They probably do at every Lutheran church because I have coached these schools -- not St. John of the Cross, but Mater Dei High School. We sell those bulletins like there's no tomorrow, we sell the space on those things. It's awesome because we can give philanthropically, we can give spiritually, we can give all these kids an opportunity to get hours and I love this.

Again, we're raising youth of tomorrow and it doesn't matter if they play softball, soccer, if they're playing baseball. And, by the way, a softball field is, I believe, 70 feet and stays that way forever, that means from first to second base and from home to first base whereas a baseball field, when you get to the pros it's 90 feet. So if you want to go look at these things. My granddaughters love softball. I have driven to Timbuktu in this state for softball and

it's like watching paint dry, but those kids, quite frankly, it is the highlight of their season. Why am I still standing here? My kids will say, please, sit down. I really want you to know how much I feel this community values its youth, its businesses, its people who donate back into it that I feel it's very important. Thank you for your time.

CHAIRMAN GLIMCO: Thank you.

MR. MELARKY: Hello. Good evening. My name is Marta Melarky (phonetic) and my family has lived in Western Springs for over 20 years, and I was fortunate to intern with Performance Wealth this past winter. I have seen firsthand how much Tom Salvino and Performance Wealth has done for this town. Their generosity has helped improve our fields and our youth programs, and they have created real opportunities for young people in this community. I also want to recognize Dr. Greg Lopez and Midwest Orthopaedics for their support. Both groups have made a meaningful impact on Western Springs. That internship gave me hands-on experience in finance and ultimately helped me start my career during a very, very tough job

market. That's the kind of impact local partnerships can have; they help kids, families and young professional right here in our community.

As for the sign, I think it's in a great location. Pickleball has become very popular among younger adults and having local sponsors there sends a positive message about giving back and supporting our town. Other communities like Hinsdale and La Grange proudly display similar sponsor signs from banks to local businesses. Recognizing those who give back is something Western Springs should be proud of. Thank you.

CHAIRMAN GLIMCO: Thank you.

Is there anyone else who wants to make a comment at this time? Come on up.

MR. MORTENSON: I have not been sworn in. I was not planning on saying anything, but...

(Chris Mortenson duly sworn.)

MR. MORTENSON: Thank you.

So my name is Chris Mortenson. (Phonetic.) I have got four daughters that are in the community. I appreciate the time. This is the first of this sort of thing that I have been to and I am here because I think Tom Salvino and others

who give their time, like you all, and money, and sponsorship, to me, it's kind of inspiring. So I asked myself, you know, what else could I do? What should I be doing? And that has given me thought for, you know, what I can do to make the community a better place.

So, in that light, I'm curious, those who have a problem with the sign or these issues, what, you know, have you done to invest either money, time, into the community? So I would be curious to hear about that. I, myself, have not done as much as I would like to, but I think I'm going to turn the page here with this.

Some of the arguments I heard for the sign were that it's for the parents' benefit, which I thought was a joke, but I think that's a true statement or was trying to be a point. I don't know if this is working anymore. But, yeah, I mean, it's certainly not for the parents' benefit. This is for the kids and a Park District or a community, the purpose is, you know, safety, improvement, giving sense of belonging, allowing your kids to be in a nice, well kept area, and, you know, enjoying the community and maybe they can

play college or professional sports because some parents invested time to give these kids, who may not have thought otherwise, that chance. So definitely not for the parents.

I heard that parks should not have signs, which I ChatGPT's really quick, Chicago Park Districts, 600 parks; active advertising for banners, advertising in all these parks to obviously promote the Park District, keep it safe, all the things that we just talked about. So I would argue against the fact that parks shouldn't have signs or advertisement. When it's for the right reason, making it nicer for your children, those that walk the park, and, you know, and so forth.

And then if you don't -- you know, not liking seeing it, I mean, again, you're part of a community. I think it's kind of selfish that if you have an issue with a sign, you know, you make that such an issue that you think that kids in this community should have less of an opportunity. And if we're talking about signs, I did see on the video there, we can use some work on that sign maybe, too. Thank you.

CHAIRMAN GLIMCO: Thank you.

MS. PASQUINELLI: I wasn't sworn in.

(Betsy Pasquinelli duly sworn.)

MS. PASQUINELLI: My name is Betsy Pasquinelli. I live at 4125 Forest Avenue. I have been here for about 20 years, and talking about -- you were mentioning who -- giving back to the community and who has donated for things like the Park District in the community. My family did many years ago with Laidlaw. I was approached by the Park District and Laidlaw Park needed some revamping and they just couldn't figure out how to get that last 25, 30 grand to finish the park. We have a foundation. I talked to my parents and we -- and my uncle and said, hey, you know, can you give us a couple bucks to -- you know, for the Park District? And my uncle says "how much do they need?" And I told him and he goes, "we have three family members in that town, give them the whole thing." That's people that step up. Now, we got a little plaque. It's a foundation, not a business, a little foundation and we're happy for it. Little ribbon cutting, it was kind of fun. And then it got revamped again and we still have our little

plaque over at Laidlaw Park, which I live right across the street from it, so it's fun, but sponsoring Little League, like sponsoring a little baseball team, well, what does that mean? Does that mean, hey, buy them the little jerseys that they're wearing on the back that it says, you know, Joe's Garage? Is that considered a sponsorship or someone who pays for batting cages to be made? Someone who creates a softball field to be made? Those are big contributions and I'm looking at this sign. The structure is what it is. It's a certain size. And whether or not there is nine little sponsors on it or two big sponsors on it I don't think should make a difference. I think what really should be added, which might make it more acceptable, is at the top it says "Western Springs Little League thanks Performance Wealth and Midwest Orthopaedics." Then it's not a billboard anymore. It's a big, giant thank you from the Western Springs Little League. That's all.

CHAIRMAN GLIMCO: Thank you.

Anyone else?

MS. LOPEZ: Hi, how are you guys?

Hi, how are you?

My name is Catherine Lopez and I am at 4307 Prospect. I am on our Western Springs Little League Board and I am in charge of sponsorship, so I probably can answer some of the questions that were asked earlier if you still have any.

First I would like to say why we moved to Western Springs. One of the main reasons we moved to Western Springs is this sense of community and the community being so invested in itself. We chose which town to live in in the summertime. We were here on a weekend. We went to Naperville, we went to St. Charles, we were in La Grange, Western Springs, Hinsdale. We saw a Western Springs Little League weekend and we were there, we walked by and I thought to myself, this is Mayberry. I mean, it's just the happiest, most wonderful community and my husband and I were so overwhelmed with the happiness of this community and the way that the community seemed to really rally around each other and support each other that we ended up choosing to move here. So fast forward a couple years I was asked to be on our Little League Board and when I joined they said, "you're

in charge of sponsorship." Okay. Great. And I asked them, I said, what's the main goal for sponsorship? And he said, our issue is that our registration numbers are down on our baseball side. We are trying to keep the Little League affordable, keep our registration fees down, and we are -- while we're trying to keep it affordable, we're also trying to compete with travel baseball and with neighboring communities because while you might think, oh, well if they live in Western Springs, they have to play Western Springs Little League, but they don't. That's where things are getting tricky is that say you live in Western Springs, but you go to St. Isaac Jogues, because you go to school in Hinsdale, you can play Hinsdale Little League, and Hinsdale Little League has been whooping our butts. I mean, for years. They win state championships, they went to the Little League World Series, so that's what we're competing against. And I will say -- someone mentioned -- well, actually, I'll circle back to that, but, long story short, kids don't have to play Western Springs Little League. They can play in other communities if they go to school in those

communities. And then there's the option of travel baseball, which really has made -- has made it difficult for Little League. And you might think to yourself, why would you choose travel ball when you could just ride your bike right here to Western Springs Little League? The answer is facilities. And we did it. Our kids actually do both, they play little league because we love the community here, but they also play travel ball because I wanted to make sure that they had access to the best facilities. One of them was the batting cages and actually, this year, we just built brand new batting cages. We're trying to provide reasons for kids to not have to leave Western Springs, like you don't have to go somewhere else to have great batting cages, we're going to build them here. So our goal is we want to have an affordable program that has topnotch facilities that inspire our kids to stay here in Western Springs, and how do we do that? We do it through sponsorships. And so the -- our main goal this year was to create enough fundraising to support those new batting cages that we built, to build this new softball field. Like a lot of people have said, the girls are having to

travel outside of Western Springs for softball games, for regular Western Springs softball games. Not to play other cities, but to actually play the other Western Springs teams, so they're driving to Countryside to play another Western Springs team because we just don't have the fields.

Another thing is -- I have girls and boys, we host every year districts for one of the boys, whether it's 10U, 11U, 12U, we're always hosting districts and we have never hosted softball, and that's -- you notice that as a girl. Right? As we're trying to have strong, female empowered athletes who grow up, you know, feeling just as valued as their baseball counterparts, we're not sending the right message right now in Spring Rock. Right now we have two showpiece, show stopping fields that are baseball only, and we have our girls over here on the softball fields, there's no outfield fences. Those fields get run all over, everything. It is not the same feeling. You can't hit a home run. A girl can leave Western Springs Little League as a 12U player and she has never actually hit a real home run over a fence. There's no fence. We can't even put temporary fences here.

I feel like we should be able to host districts for softball the same way we host districts for baseball. Like if we host a district championship for our baseball boys, we should be able to host it for our softball girls, and building this field will enable us to do that. It will enable us to have that same experience for our softball girls that we're currently giving to our baseball boys, and it is something that, I will say, these -- carries with them forever. We have alumni coming back telling stories about when they won districts. It's something that our town is known for, and I think building that new field, that will give that to the girls of Western Springs. It will give all these advantages and benefits and memories and everything that the boys already have and it will give it to the girls, and it will be a mixed use field. So it's not that only the girls softball will be able to play there, everybody will be able to play there.

So, for me, I feel passionate about girls softball, I feel passionate about our baseball program, I feel passionate about our facilities, and I think -- I have lived all over.

We have lived in Texas, we have lived in California, we have lived downtown Chicago, we have lived here; every Little League I have ever played in has banners in the outfield. Every Little League I have ever played in. And someone mentioned that they drove around recently and that there weren't banners, it's because it's not baseball season, so those banners get taken down at the end of baseball season and they get rolled up and they get put in the shed, and we do it ourselves. And someone else mentioned that the banners need to be one foot apart because they're connected. They actually were not connected. I hung them myself. They're on zip ties. They're all on zip ties so they can easily be re zip tied any way you want, any configuration you want. I don't think we need to focus on the inches between a banner. I think the focus needs to be on bringing in the necessary funds. Our banners did not look tacky in the outfield. We can provide pictures of what our outfield looked like during the season. It looked like every other suburban outfield, any one you go to; Hinsdale, La Grange, Naperville, Clarendon, you can go to California,

you can go to downtown Chicago, we played Near South Little League, same banners. So I just -- it's frustrating to me that I feel like we're like kind of missing the point a little bit on the bigger picture. I don't want us to focus on just a couple inches between the banner. I really want us to focus on what the main goal here that we're trying to do is, and that is create great facilities that our kids want to stay and play, we want to reinvest in the community. And it's not -- say you think, my kid doesn't play baseball, what does it matter to me if the baseball field looks nice? It matters because it's the look of all of Spring Rock Park. So if you show up to Spring Rock and you're on the pickleball courts, you're like these are so lovely, too bad there's a dump over there next to it. We want the whole park to be a showpiece, and I hope that all the teams that use that park feel as passionate about Spring Rock as we do. I hope soccer is as passionate about the upkeep, football, et cetera, but I do know that our Little League invests deeply in the Park District. We are a close partner with the Park District and we fundraise to give back. We don't fundraise for

our own personal benefit, so I think that's really important to note that all those funds that we raise, we turn them right back and we reinvest them in our parks and we wish we could give more back. We wish we could do everything in one year. We were just approached about redoing Laidlaw Park. Laidlaw Park's baseball field needs to be reskinned and they approached us and asked us to invest in that as well, and I think that's something that Laidlaw school uses, the entire old town uses that. I mean, by kids play pickup games there all the time. So I think it's important to note that Western Springs Little League is deeply, deeply connected with the Park District. We continually give back. I would argue to say we give back more than the majority of the other sports programs here in Western Springs, and I don't know those numbers, but I do know our numbers and they're huge. The amount of money that we donated to build batting cages, to take care of the fields, it's not a small amount of money. It's a large amount of money, and my goal this year when they brought me on to do sponsorships was to keep this ship going. We don't want to lose our Little League. It's a huge part

of summer in Western Springs and I think it would just be really devastating for us to not continue to invest in something that makes our town so great and something that we proudly display, and I think -- and it's a great rivalry, like, against our neighboring cities. I think, clearly, our neighboring cities are investing in their Little League programs, they're at the Little League World Series. I think it's something that is not just here in Western Springs, it's in all of the suburbs here, and I think that we need to continue to reinvest in these facilities so that our kids stay here and they don't go play in Hinsdale Little League and they don't go play in La Grange Little League, and so I think -- and to answer on the sponsorship side, not as a parent, someone said why can't we go back to being the nine squares on the back? Because we couldn't sell them. That's the answer. And, I mean, I'm not trying to be, like, argumentative, but when they're like it needs to be nine squares, I desperately tried to sell nine squares. I emailed, called, in-person, hi, we have this spot on the back of the Champion's wall, would you like it? No. No. No. Nobody wanted those

squares because that sign really isn't visible from the field -- well, it isn't visible from the field at all. That sign is only viewed from a distance. Nobody stands up close to that sign on the back side and really views it unless you are playing on the pickleball court, right? So all of our sponsors wanted the front side. Nobody wanted the back side of that sign, and so it sat empty. It sat empty for three years because we couldn't get sponsors to be on the back. So our idea this year was how can we get sponsors for the back. I called Tom Salvino, hi, we have got these nine spots, do you want one of them? I haven't been able to sell any of them, and he's like, well, it's kind of small and would I be the only one? And I'm like, well, I'll keep going, I'll try to find more people. Nobody wanted them. So I think something to note is while it might sound like a good idea in theory to say we want to go back to there being nine, I don't know that it's necessarily the same as selling the front side. The front side is viewed by spectators sitting for long periods of time right in front of it just staring at those nine little squares. The back side is not viewed

in the same way, so I think that that is something to consider. Something else to consider is we will keep winning state championships. I know we will. We just won one this year. We are strongly building our program. Eventually the entire front side of the Champion's wall, I truly believe in the next five years, will be filled with state championship spots. Right now we just added one more. So right now there are only three sponsors on the front side of that Champion's wall, it's the bottom three. Just this year one spot was taken away. So that's one sponsor that I have to go to at $3,000 and say, I'm so sorry, your spot is gone, and the way that -- so this sign will be constantly evolving and it won't always be two large signs on the back because eventually everyone who is here is going to have to find new space. So maybe we have it be four large spaces on the back or something, but I don't know that nine is necessarily feasible because the front side is not viewed the same way the back side is. So the back side of this sign is viewed from far away, whereas the front side is viewed up close.

So I hope that answers some questions

as to why there was two on the back, not nine on the back. And did I miss anything? That's all my things for you, and I just want to say thank you.

CHAIRMAN GLIMCO: Thank you.

MS. LOPEZ: Thank you so much for listening and considering us. So thank you very much.

CHAIRMAN GLIMCO: Anyone else?

MR. STOTT: I'll be brief.

Good evening. David Stott, S-t-o-t-t I live at 1206 Walnut Street and I was sworn in. I don't have a particular dog in this hunt. My wife and I have lived here for 12 years, we're raising three daughters here. None of them play Little League sports, but we did -- I think we had a year or two years of softball, but I do have friends represented in the crowd here today and a love for the community. I want to thank all of you for what you're doing and what you have done to make this such a great place to live and do all that you're doing to improve the community. I want to thank Tom and Greg and Catherine and Tom, all of whom I know well and consider to be treasures in the community for what they're doing here.

I did -- I reflected on some of the

arguments I have heard. I just think there has been so many compelling statements made in favor of all that has been proposed, so it just feels to me like a no-brainer. Nevertheless, just to respond to a couple things I heard as a community member. You know, I certainly don't see this as a windfall for parents in the Little League, you know, through selling sponsorship that we're somehow saving them money that they would otherwise have to spend. If anything -- and I think Tom made this point quite convincingly, I thought, early on, you know, the fees are set to accommodate as many kids as possible, and if you were to play the slippery slope argument out to the other extreme and you kind of removed sponsorships, I shutter to consider what might happen then when, you know, in the extreme, you know, to Catherine's point, we might not have Little League in the area and it's certainly -- you know, there would be no joy in Mudville in that scenario.

So I do think this is -- this is really ultimately about the sustainability of a community treasure, and I think sponsorships are critical to that, as we heard earlier, and so I do

want to, again, thank Tom and Greg for doing their part. I know them both well and they're community treasures as well, so thank you for your time and all you're doing.

CHAIRMAN GLIMCO: Thank you.

Anyone else?

Commissioners, would you like to deliberate? I think, you know, with the nature of the petition, before we get into the standards for approval of conditional uses, I think maybe we should talk just a little bit -- it's like we have two different topics to talk about; one is the field and then two is the signs, so I don't know if there's any thoughts that you had, and, if not, we can go through the conditions.

DIRECTOR VALONE: We have been at it for about two hours. Could I request just a quick bathroom break? Maybe give us about five minutes?

CHAIRMAN GLIMCO: Absolutely. Let's take five.

DIRECTOR VALONE: Okay.

(Whereupon a break was taken at 9:00 p.m.)

CHAIRMAN GLIMCO: All right. We are back on

the record.

Tom Olk would like to ask one more question. Tom, why don't you come on up?

MR. OLK: So, really quickly, I know -- I appreciate everybody coming tonight and everybody's opinions and everything. We didn't talk much about the parking except for the beginning. I don't know how this process works, but if there is a way to consider keeping the gravel or having us amend the gravel to keep that parking available, we would love to have that as part of this. You know, I think I mentioned earlier that like the parking, whatever, but if we could keep that I would like that to be considered or at least discussed.

CHAIRMAN GLIMCO: Heather or Jeff, did you guys want to address that issue?

MR. KOZA: I guess the stormwater concerns with MWRD are there whether it's paved, gravel or asphalt or whatever it is. We're bound by their rules and regulations. They're a stormwater authority, so it's not necessarily our choice. They view gravel as impervious, they view asphalt as impervious, you would have to account for that, so, from that perspective, I don't think it matters

the material type. We're bound by their requirements and, per their requirements, it would be viewed as an added impervious.

DIRECTOR VALONE: Additionally, some of the challenges of it are that it was designed maybe not necessarily to some of the Village's standards. I think the significant piece of it is that the actual drive access to it, the drive aisle, I'll call it, just for discussion purposes, is sized for a single vehicle and not necessarily two vehicles. So how that is managed is something that may need to be looked at if it remains.

ATTORNEY SKRODZKI: Heather, can you comment on whether this would require a code variance in order to keep as a parking area with public access?

DIRECTOR VALONE: So, as indicated on the Staff report, we do require a dust free surface and, as such -- as well as sizing requirements, both the parking stalls and access, so those would be deviations from code.

MR. DIXON: Can I say something?

COMMISSIONER HANSON: I had a couple quick questions about that, too.

So what you're saying, then, is that

we're then putting the financial burden on to the Village to keep that parking because we would have to do some remediation for water; is that correct?

DIRECTOR VALONE: No, that wouldn't be the Village, it would be the Park District.

COMMISSIONER HANSON: Okay.

DIRECTOR VALONE: The Park District would have to meet the requirements, as Engineer Koza mentioned, related to MWRD regardless of the style or material.

MR. DIXON: If I could weigh in on that? You know, we have heard -- I have heard parking is an issue, you know, there's parking, but it's not right where everybody wants to park. So I understand, you know, a lot of people need to park closer, you know, people who don't have the ability to walk as far, people carrying equipment and all that. What I would propose, if we go down this road, would be reducing the size of that parking to a level where we don't trigger the MWRD permit. Now, maybe that means that we have a wider drive going in as a gravel drive and we only allow for ten parking stalls instead of 24. Stay under the MWRD threshold that's going to throw us into a

permit, but still provide more benefit to those users of the softball field, those who really need it. That would be my approach to it.

COMMISSIONER HANSON: Okay. And then, Dennis, you had talked about using that as basically an area to hold wood chips and so why don't you address that for us?

MR. CONWAY: Depending on the size of that gravel, if I can keep a corner of it for myself, say 20 by 20, 30 by 30, that could work.

COMMISSIONER HANSON: Okay.

MR. CONWAY: I could make that work.

COMMISSIONER HANSON: Good.

MS. SKRODZKI: I would like to make a comment.

COMMISSIONER WINEGAR: Would that reduce the parking count then?

MR. CONWAY: It would.

MR. DIXON: Yeah. We're going to be stuck with .27 acres of new impervious and we have to work within that threshold, and I don't know that we can even make it work if we widen the drive, but maybe we can. You know, as long as we keep our project limits very closely defined and say this is the area of new impervious we're adding, you know,

we have to look at it and we may come back and say, you know, that didn't work, we're just going to shut it down. I don't know that answer until I look at it, but we would like to know that we have the flexibility to at least look at it from that standpoint and come up with a win/win on both sides.

ATTORNEY SKRODZKI: I would like to make a comment about at variance issue that I was trying to point out is that this -- the parking issue has not been noticed for a variance. So, to the extent that if the parking lot wasn't paved, which it would have to be paved to Village Code standards, the drive aisle would remain insufficient because it's too narrow, especially if there's emergency access issues that would have to be guaranteed if that were continued to be used. So, in the state it's in, it would not be able to be continued to be informally used or available to the public without seeking a variance from minimum code requirements and safety standards. That has not been published for, so I do not think that we can issue that relief or recommend that relief pursuant to this proceeding. But in terms of -- in terms of

options, I mean, of course it could be recommended that we explore whether there's a code compliant way to, you know, maybe reduce the number of stalls or things like that. I mean, that can be done, but -- or it can be recommended to be looked into, but in terms of, you know, guaranteeing that that continue in the state that it's in, I don't think that we can given what we have published for.

MR. DIXON: Am I hearing that it would have to be a paved parking lot, it cannot be gravel?

ATTORNEY SKRODZKI: Well, under the Code right now, if you don't get a variance, that's what our Code requires.

MR. DIXON: Okay. But --

CHAIRMAN GLIMCO: Yes. I think that's what you're hearing. Yes.

MR. DIXON: And if you recommend that the Village board approves it, we could go forward with just the gravel lot?

ATTORNEY SKRODZKI: Potentially, but it hasn't been published for, so it would be a new application.

CHAIRMAN GLIMCO: You would have to come to another meeting.

ATTORNEY SKRODZKI: That's what I'm saying, you can't do it within this relief.

COMMISSIONER WINEGAR: Then you have the money question. Who pays?

COMMISSIONER TURNER: Well, you can afford to keep it gravel, right?

MR. OLK: Right.

MR. DIXON: Certainly going to be a lot less cost, 25 percent of the cost --

COMMISSIONER TURNER: But the problem is we can't proceed with that request at this hearing is what I'm hearing.

ATTORNEY SKRODZKI: Correct. I mean, they could keep it gravel and rope it off like they said and close it for parking access, but as long as it's available for public parking access, it has to meet minimum safety and code requirements or be granted a variance from those requirements, which was neither requested nor published for. So that's the issue that we got into.

MR. CONWAY: We'll close it off.

CHAIRMAN GLIMCO: Commissioners, so there's really two parts to this application. Let's talk about the field first.

Does anyone have concerns with the new softball field in general?

(Chorus of noes.)

CHAIRMAN GLIMCO: And we have talked about, I guess, conditions related to what might be a recommendation for that. Most of them are -- I would call them more general in nature, submitting civil engineering plans, having required outside agency permits, getting the FEMA map corrected or applying to do that. I didn't hear any objections from the applicant about meeting any of the Village's proposed conditions related to the field. There is condition -- it's up on the recommendation that I am looking at, and it has to do with the seven land banked parking spaces being installed. These are the spaces behind the administration building. I thought that there was parking already available right now behind the administration building, and I think the installed part is requiring you to redo that parking lot; is that --

MR. CONWAY: We redid that parking lot with the addition of the pickleball courts because we added, I believe it was, eight or nine more spots in the employee parking lot next to the

administration building.

CHAIRMAN GLIMCO: And so those are available right now for people to use at night for Little League games?

MR. CONWAY: Yes, sir.

MS. FAWELL: So, Chair, if I may. So, correct, the administrative building, there is a parking facility that serves the building. As part of the pickleball application there were seven land banked parking spaces in addition to what was proposed and existing and those were set aside and, as a condition, could be required to turn into actual parking as opposed to land banked that it is right now.

CHAIRMAN GLIMCO: So you're saying it's just parking on grass, is that what you're telling me?

MS. FAWELL: No. So right now it's land banked, meaning that right now it's green space and it's not paved area, but it was designated for potential paved area if required as part of the ordinance. So it would be converting what is banked green space area into actual paved parking area, seven spots.

CHAIRMAN GLIMCO: Understood.

COMMISSIONER TURNER: Is that possibly within budget?

MR. OLK: No.

COMMISSIONER TURNER: Okay.

MR. OLK: Not for Little League. We don't -- and it's tough for me to go to Little League parents and say --

COMMISSIONER TURNER: Understood.

MR. OLK: -- I appreciate your money, we're going to put it in the parking lot.

CHAIRMAN GLIMCO: Do any of the Commissioners have a problem if we take this condition out of this recommendation to install the seven land banked parking spaces? I think this parking issue is a bigger issues that the Park District needs to try and figure out going forward.

COMMISSIONER JOHANN: Agree.

COMMISSIONER WINEGAR: Agreed.

COMMISSIONER TURNER: So that would be removing --

CHAIRMAN GLIMCO: It's F on my recommendation.

ATTORNEY SKRODZKI: It's numerical 6.

CHAIRMAN GLIMCO: And we talked about the area past the pickleball courts being used just for the

Park District and not allowing public access to park there, so No. 7, I think, is on your sheet.

COMMISSIONER TURNER: Mm-hmm.

CHAIRMAN GLIMCO: And the rest of the conditions that are recommended relate to signage.

Do you guys want to talk about those conditions for the signage?

MR. OLK: Are you asking me? I'm sorry.

CHAIRMAN GLIMCO: No. No. No. I'm talking to the Commissioners. Thanks, Tom.

So, I mean, what we're contemplating is that Tom is going to come up with a more comprehensive plan for signage, and what we should do is give him direction on what that plan should be so that we can put it in the conditions in any recommendation we might make.

Personally, I think that any signage on existing fencing for the fields is fine as long as it doesn't exceed the height of the fence. That, to me, is normal baseball, the more banners you can sell to support the program, the better. And that goes for softball fields and the baseball fields, any of the existing chain link fences. Does anyone --

COMMISSIONER JOHANN: Agree.

COMMISSIONER WINEGAR: Agree.

COMMISSIONER HANSON: And I agree with that, and I don't have a problem with spacing.

CHAIRMAN GLIMCO: I don't -- I think if you can cram them all in, as long as it doesn't look like an eye sore.

COMMISSIONER DEPROSPERIS: So then do you want to remove E?

CHAIRMAN GLIMCO: Yes.

COMMISSIONER TURNER: So E remove.

CHAIRMAN GLIMCO: So can we put these conditions in this to make their plan kind of -- help them --

ATTORNEY SKRODZKI: Yes. Yes. We should be doing that.

CHAIRMAN GLIMCO: Yes.

COMMISSIONER TURNER: So 8A is obviously fine, coming up with the --

CHAIRMAN GLIMCO: So the idea here is, you know, there's this Championship sign, but they also have scoreboards, and some day those scoreboards might need to be replaced or they might find a way to sell advertising on the scoreboards. So,

ideally, we would have this comprehensive plan address those scenarios now so that these poor people don't have to keep coming in before us, if we could do that.

So I think that, you know, the scoreboards, I know they just put another one up at B West it sounds, I'm not familiar with it, but I would be fine if they're going to replace scoreboards of similar size and nature going forward in the future, and if they had room for advertising on those scoreboards, I would say that it should meet whatever we come up with for the Championship sign, if we're going to have size constraints or anything like that, that should apply to the scoreboards.

COMMISSIONER WINEGAR: I wouldn't argue with that. Can we have Staff review what the current regulations are?

DIRECTOR VALONE: Sure.

CHAIRMAN GLIMCO: Oh, go ahead.

DIRECTOR VALONE: Sure. So, as you remember, back in 2023 Little League came through with the Champion sign that you see out there.

Actually, Kelsey, could you bring it

back up?

They brought it before this Commission. This Commission reviewed it and provided certain conditions. It should be noted, though, that the sign was originally erected without permit and was brought to our attention during construction in the park and then they halted and brought in for the conditional use.

So, as part of that process, the Plan Commission has similar public hearing and heard from residents and members of Western Springs Little League and the applicant related to the sign. The Plan Commission recommended that -- and, although you see the back side of the sign, they recommended only that signage would be on the front, that there would be nine spaces that would be three and a half by six feet wide that would eventually -- that would hold championship signs as they were won, but then also advertising signs that would be replaced as championships were won. The original application that the Plan Commission heard also included two panels on the side of the sign on the front that would have additional signage. The Plan Commission's recommendation at the time

recommended only the front side to be utilized and the additional side banners to not be utilized. Going through the process, the Village Board did re include the side banners, but did not include any sort of signage on the back, so this is the first time that the Village is looking at approving any sort of signage on the back.

As indicated in the Staff report, the Village sign code does not allow offsite advertising. So what that means is that if the activity is not taking place on that property, it cannot be advertising a business that is taking place somewhere else. This is one of the reasons why the Staff is recommending a sign plan for it as sponsorship signs are inherently offsite advertising.

Additionally, the Village Code does not allow for billboard signage and has maximums on our commercial districts that entire multi-use shopping areas can't exceed 100 square feet of signage. All nine squares together on the back account for 275 square feet. So if the size of the sign, as was proposed by Little League, is not necessarily within those smaller areas, you're

looking at two signs that account for 137 square feet a piece, which essentially exceeds both what we allow for a commercial shopping center and effectively our -- meeting the standards of our billboard. That is why Staff is recommending the reduced area, and to comply with the front as it would be more in keeping with what has already been approved.

COMMISSIONER WINEGAR: I have one question.

So I'm looking at the photo in the packets. On the front of the sign we have the nine areas for advertising and/or honoring our teams, but there's also, it looks like, an advertisement across the bottom?

MR. OLK: The people who erected the sign, like the -- Murphy Construction, Steel and then Jim Sur, I can't remember the name of his medical group, and their the ones who provide the (inaudible) and they were recognized on the bottom of the -- the bottom of the other side. For the Champions wall, we actually -- we -- Jeff would like to take that down anyways, so we were planning on -- it was planning on coming down.

UNIDENTIFIED SPEAKER: Sorry, we're friends.

COMMISSIONER WINEGAR: Well, I'm asking because what was approved, the four ads at the bottom on the front side, you know, looking at this photo here, have not been approved.

MR. OLK: Okay. So -- yeah, so, unfortunately, I wasn't part of that process, but I would have to go back and look at the permit, but I thought they were referenced in the permit, but I don't --

CHAIRMAN GLIMCO: You want to address that, Heather?

DIRECTOR VALONE: They were not. So the additional signage that was included on the top was related to a clock, and then the Little League label on the top of it. Kelsey is going to pull up a picture of it really quick to assist us, but the area on the bottom was not included as part of the original permit or in the conditional use.

COMMISSIONER WINEGAR: So we need to take that into consideration as well.

CHAIRMAN GLIMCO: Or they need to put it in their plan that -- you know, if that's what they want to do. I don't know that --

COMMISSIONER WINEGAR: I'm just saying, we

need to --

CHAIRMAN GLIMCO: We need to incorporate it if they're going to keep it. Right. I agree.

ATTORNEY SKRODZKI: Yes, because it's not part of the existing approvals in the ordinance that they came in for and asked for that additional square footage to be designated or utilized.

CHAIRMAN GLIMCO: So what are you showing us right now, Kelsey?

MS. FAWELL: The existing sign with the signage at the bottom that wasn't included in the original.

CHAIRMAN GLIMCO: Does anyone have a problem with that stuff on the bottom of that sign?

(Chorus of noes.)

CHAIRMAN GLIMCO: So let's revise the plan to make sure that they can have nine three and a half by six foot squares with four advertising spaces of close to --

DIRECTOR VALONE: So we need additional information related to the scoreboards so it could be part of the conditions that they provide the size of those to then include in the same plan.

CHAIRMAN GLIMCO: You're talking about if they

wish to replace the scoreboard some day or if they wish to include advertising on the scoreboard?

DIRECTOR VALONE: Both.

ATTORNEY SKRODZKI: We're requiring that as condition 8A, the detailed information so it could be included in the sign plan. So I think what Heather is proposing is that we enlarge 8A to include information about the existing signage on the front face of the Champion sign so that we have information about the measurements of those four additional text areas, I guess, for lack of a better word, and can include that in the overall sign plan.

COMMISSIONER WINEGAR: Should we include that in 8B because that's referencing the Champion sign.

CHAIRMAN GLIMCO: Yeah.

ATTORNEY SKRODZKI: We could do that, but we want the information rather than to limit it to reducing the back side signs, unless you want to allocate that information --

COMMISSIONER WINEGAR: Add that to 8(b).

ATTORNEY SKRODZKI: Yeah. Okay.

COMMISSIONER TURNER: What are the sizes of the scoreboard signs, the current size? Do we

know?

MR. OLK: Catherine, what are the sizes of the scoreboard signs?

MS. LOPEZ: The one by the blue scoreboard?

MR. OLK: Do you need that one?

CHAIRMAN GLIMCO: Yes.

DIRECTOR VALONE: No. He's specifically asking about the scoreboard itself. The additional signage underneath is, again, additional information that we're going to need if that is going to be part of the Plan Commission's recommendation to allow the Performance Wealth Management that you see underneath it. I think he's specifically asking about what is the size of the scoreboard, the blue board.

MR. OLK: Can I get back to you on that?

COMMISSIONER TURNER: Actually, I'm just interested in the size of the sign underneath the blue scoreboard. What is that dimension?

MR. OLK: Can I get back to you on that one, too?

COMMISSIONER TURNER: Okay.

MR. OLK: I don't know it offhand.

CHAIRMAN GLIMCO: It's 10 by 4, give or take.

DIRECTOR VALONE: That's part of why Staff put together the recommendations related to the sign plan is because asking the applicant, the applicant didn't necessarily have a comprehensive idea related to signage given that we have the issue that it's, you know, signage that's not inherently allowed and that we are trying to look for a comprehensive package to allow it, that's why we are seeking additional information that the applicant hasn't provided.

CHAIRMAN GLIMCO: Understood.

Does the sign under the scoreboard bother any Commissioners?

(Chorus of noes.)

DIRECTOR VALONE: But is that size that's currently out there, is that the maximum that you would want to see or would you want something smaller? Again, I think these are the --

CHAIRMAN GLIMCO: I think that's the maximum size that should be there.

DIRECTOR VALONE: -- specificities that we need in order to carry out a condition.

COMMISSIONER WINEGAR: I would say it should, in general, not be any wider than the scoreboard

sign, which will limit -- the height has got to be visible above the fence and below the scoreboard.

MR. OLK: Yeah. Okay.

COMMISSIONER TURNER: Looks like the perfect size sign.

COMMISSIONER WINEGAR: That's pretty much what that is, yeah.

DIRECTOR VALONE: I'm just clarifying, is it under both scoreboards? There's another scoreboard on the --

CHAIRMAN GLIMCO: Under any scoreboard, yeah.

COMMISSIONER JOHANN: Under each.

CHAIRMAN GLIMCO: Let's move on to the back of the Champion wall sign and the two --

COMMISSIONER WINEGAR: Before I move off of scoreboards, we have signs on top of the scoreboard.

CHAIRMAN GLIMCO: We do?

COMMISSIONER WINEGAR: On the B field.

CHAIRMAN GLIMCO: What's that?

COMMISSIONER WINEGAR: B West field.

CHAIRMAN GLIMCO: Oh, B West does?

Do we have a picture of the B West scoreboard?

DIRECTOR VALONE: I believe we do. Give us one moment here.

COMMISSIONER WINEGAR: Yeah. It's on --

CHAIRMAN GLIMCO: It's part of the scoreboard.

COMMISSIONER WINEGAR: Well, it's a sign above it.

CHAIRMAN GLIMCO: Is it built into the scoreboard or is just an add on?

COMMISSIONER WINEGAR: It's an add on, on the top.

CHAIRMAN GLIMCO: Oh, there it is right there. That looks like it's part of the frame of the scoreboard, like it's intended for advertising.

MR. OLK: It was donated by Brookfield Bank, so that's why it's up there and they kind of built into it. I guess I never thought about that. To be honest, I haven't --

MS. LOPEZ: That sign is not for sale, though. So that's not a sponsor. That sign is one that on our sponsorship, that one is permanent because they paid for that scoreboard.

COMMISSIONER WINEGAR: So the discussion we're having is going forward we have signs that aren't actually included in the permit anywhere, so we

have to resolve that.

COMMISSIONER JOHANN: What's on the other side?

CHAIRMAN GLIMCO: Is anyone offended by that sign that paid for the scoreboard?

(Chorus of noes.)

DIRECTOR VALONE: So, to clarify, then on -- are we calling this B field?

CHAIRMAN GLIMCO: B West.

DIRECTOR VALONE: B West. B West you would allow for the signage that is existing there to be refurbished. Would you allow for signage underneath it?

CHAIRMAN GLIMCO: Sure.

DIRECTOR VALONE: That would maintain the same width and generally the same height as the signage underneath the other scoreboard at Piccalo?

COMMISSIONER DEPROSPERIS: So long as it looks like --

CHAIRMAN GLIMCO: Is everyone okay with that? That seems fine to me.

COMMISSIONER HANSON: Yep. Good with that.

COMMISSIONER JOHANN: Agree.

CHAIRMAN GLIMCO: What about the back of that

sign? Do we have to address that?

MR. OLK: So the back of that sign does have a hidden bull's-eye because it's right off the A ball field.

CHAIRMAN GLIMCO: Is that facing --

COMMISSIONER HANSON: That faces the other (inaudible) field.

MR. OLK: Yeah, it faces the A ball field.

CHAIRMAN GLIMCO: Sponsorship essentially?

MR. OLK: It's in here. The Brookfield Bank, if you do hit a home run off of it, you get a gift card to places in town, but I don't believe it says anything about --

CHAIRMAN GLIMCO: And that's going to stay that way, probably, for the life of the sign?

MR. OLK: We would like it to, yes.

CHAIRMAN GLIMCO: Okay.

MR. OLK: Someone hit it in the home run derby a couple years ago, but never in a game.

DIRECTOR VALONE: So that would mean that that would not be considered sponsorship signage, so you could not place sponsorship signage on it, but if it is part of the character of the field and part of the program that does not have advertising, that

would not necessarily be something we would be looking to include in the sign plan.

CHAIRMAN GLIMCO: Okay. Thank you, Tom.

COMMISSIONER WINEGAR: You lost me a little bit there, Heather.

DIRECTOR VALONE: So on the back side of the sign it appears that they have a target there that if a child who is playing ball hits it, then they have some sort of -- I apologize -- prize --

MR. OLK: You get gift cards to places in town.

DIRECTOR VALONE: However, it doesn't appear to have an advertising signage on it and they're not requesting at this time to have -- on the back side.

COMMISSIONER WINEGAR: On the back side it has Brookfield Bank.

MR. OLK: Oh, it does?

COMMISSIONER WINEGAR: Both sides.

COMMISSIONER HANSON: At the top.

MR. OLK: Oh, I know the -- I can picture it here. I couldn't picture the top.

COMMISSIONER WINEGAR: I only know because I was there a few hours ago.

CHAIRMAN GLIMCO: And the top of that sign looks like the top on the front probably, right?

COMMISSIONER WINEGAR: Yeah, it does.

MR. OLK: My mistake.

CHAIRMAN GLIMCO: Okay.

DIRECTOR VALONE: It's sounding more like we need a bit of a survey of the items that are in the park and to understand what Little League is looking for from a perspective of maintenance. I think it's challenge for us to put this together here, kind of not able to have kind of comment from Little League on what is a sign and what they're looking for to have signage.

CHAIRMAN GLIMCO: What are you suggesting?

DIRECTOR VALONE: Well, I'm suggesting that maybe this is continued to the October 28th --

CHAIRMAN GLIMCO: No. We'll get it done.

DIRECTOR VALONE: -- and have the information --

CHAIRMAN GLIMCO: We'll get it done.

DIRECTOR VALONE: I think the challenge will be that if there's something that is missed they will not be able to maintain it, it would have to be something that would have to come down, so I

think to ensure that we catch all of them, I think --

CHAIRMAN GLIMCO: We want to catch all your signage and not have to bring you back or come back preferably.

MR. OLK: Yeah.

COMMISSIONER WINEGAR: So one of the questions. So is a temporary banner location different than a permanent sign? So we have a -- if we had -- like Performance Wealth's banner was -- sign was a banner underneath the scoreboard, this is a permanent sign from Brookfield Bank above the scoreboard, would they have more flexibility for banners if they take them down at the end of the season than they would a permanent sign?

CHAIRMAN GLIMCO: Yeah, it's just whatever plan we want them to put forth and consider and it could be either way, Steve. Do you have a preference for a banner that comes down?

COMMISSIONER WINEGAR: I would suggest if you want to put a permanent sign like Brookfield's on top and make the Performance Wealth location a banner that comes down along where all the banners that come off the fences.

CHAIRMAN GLIMCO: Okay. Could you -- does that work for you?

MR. OLK: Yeah.

COMMISSIONER WINEGAR: Your target audience is going to see only --

MR. OLK: Yeah.

COMMISSIONER WINEGAR: (Simultaneous crosstalk.) So it's much clutter out of the park.

CHAIRMAN GLIMCO: So right now we have banners addressed on all the chain link fences, which are as long as they don't exceed the height, we have the Championship wall front figured out, we have your scoreboards, you can have banners below them.

DIRECTOR VALONE: And is Member Winegar proposing that the scoreboard on Piccalo Field can also have a top sign as well? Is that what I was hearing?

COMMISSIONER WINEGAR: Yeah, that's what I'm thinking.

DIRECTOR VALONE: So allow both scoreboards to have the same requirements that they would be permitted to have signage above the scoreboard and then signage below as well?

COMMISSIONER WINEGAR: Well, permanent

signage --

CHAIRMAN GLIMCO: Permanent above.

COMMISSIONER WINEGAR: -- of the dimensions such as Brookfield, a height and width of that height plus the width of the scoreboard, but they can have a banner below that would be removed seasonally.

DIRECTOR VALONE: Okay. Understood.

COMMISSIONER WINEGAR: But they couldn't have a permanent sign below.

CHAIRMAN GLIMCO: Before we move on to the back of the Championship wall, do you have sign issues on the concession stand, other areas in and around the baseball fields?

MR. OLK: Catherine.

MS. LOPEZ: So right now I can go through each field with you. Really quick, if you switch underneath the scoreboards to banners, there's nowhere to really -- like a banner attaches with grommets to the four corners with zip ties, so the reason on the previous slide, where like Performance Wealth underneath, it's actually attached to the beams of this scoreboard.

ATTORNEY SKRODZKI: No. I think you're

misunderstanding. We're referring to banners as temporary seasonal removable items, not by material. So I'm not -- we're not talking about canvas that could be rolled up.

MS. LOPEZ: So you don't want us to take that one -- anything underneath the scoreboard has to be able to be removed?

ATTORNEY SKRODZKI: Correct.

MS. LOPEZ: Okay.

MR. OLK: But it could be plywood, painted, whatever.

MS. LOPEZ: Okay.

CHAIRMAN GLIMCO: So the concession stand, the --

MS. LOPEZ: On the concession stand we don't have banners. The two softball fields right now on the south side, those have regular sponsorship banners, which are below the fence line, on dugouts, there's one outfield fence and that's on both, on the back stop on --

CHAIRMAN GLIMCO: On the dugout they're hung?

MS. LOPEZ: It's just outside the dugouts, like --

CHAIRMAN GLIMCO: Is that chain link?

MS. LOPEZ: Chain link. It faces the field. And then on the field that is the north -- the north of those two softball fields we do have the District Championship, it's on the chain link fence, but it is also there. So that's a -- I guess not really a sponsorship, but then on Orth Field, which is the field closest to the water tower, we do have a small amount of sponsorship banners that are hung during the season only on the chain link fence facing the fence, and on that scoreboard there are currently, just like the Performance Wealth, there is a sign just like that, but it's actually divided into two on that field and it's two skinny signs, same exact idea. It's in between the top of the fence line, the bottom of the scoreboard and the same width as the scoreboard. Right now those -- that Performance Wealth and the one on that B field -- Orth Field, sorry, those do normally stay up, so I can see the feasibility of removing and adding it because it's, like, bolted into the steel. So I think it could be possible. Right now they are permanent, but I think it could be possible to take them down. Those are, like, the permanent structure. Then on

this field --

CHAIRMAN GLIMCO: Steve, how bad do you want those to come down?

COMMISSIONER WINEGAR: I'm looking at the park for the entire year, so you have, what, three and a half months of Little League?

MR. OLK: Yeah.

COMMISSIONER WINEGAR: Where you want then to see your sponsors and all of that, and that's great, and so the rest of the time, the other nine months of the year, it would be nice for the park to look more like a park because there's the vast majority of people who live in this town don't have kids in Little League, so, you know, we're accommodating your season, but when the season is over it would be nice to take them down.

COMMISSIONER DEPROSPERIS: So can't we have --

COMMISSIONER WINEGAR: Long term big picture is we're going to -- it's not happening yet, but we can open Pandora's box and have signs permanently all over the park.

COMMISSIONER DEPROSPERIS: Why can't we have Little League and whoever else is in the Park District work with the Park District to come up

with some kind of standards together that they then come back to the Village with instead of --

CHAIRMAN GLIMCO: We're going to do that now so they dont have to come back.

COMMISSIONER DEPROSPERIS: I don't even know what signs we're talking about now. I'm so confused if it's bolted, if it's zip tied or up, down, left, right. I don't know what signs we're even talking about at this point. I'm confused.

CHAIRMAN GLIMCO: We're only talking, right now, about that sign below the scoreboard and any sign like that would be under the other two scoreboards.

MS. LOPEZ: So there's three scoreboards. One has a permanent sign above, the other two scoreboards have permanent signs below, and those are for our --

CHAIRMAN GLIMCO: Personally I don't care if that sign stays up all year round. Does any other commissioner -- I mean, I understand your point, Steve, I'm just saying it doesn't offend me.

MR. SALVINO: For whatever it's worth, really quickly, I pay more for that. So, I mean, that sign is more than the one on the banner that's

plastic, so I pay more for that. I mean, there's more revenue that's paid because I get more time out of it.

CHAIRMAN GLIMCO: Can I hear some other opinions?

COMMISSIONER TURNER: I don't have a problem with it staying up all year around. I mean, because it's a -- it's -- the way it's permanent -- or currently erected, it's a permanent sign, right?

COMMISSIONER JOHANN: Yeah, it doesn't seem like it would be a good idea to start trying to create undue hardship to try to remove things that have been permanent there and then what? So that might not be a good idea. If they have been there permanently and there hasn't been any objections, can they be grandfathered in and then going forward if they have got other new areas that banners can be produced or put up or --

ATTORNEY SKRODZKI: They can't be grandfathered because they were never permitted, so it would be --

CHAIRMAN GLIMCO: We're permitting them right now.

ATTORNEY SKRODZKI: Yeah. Yeah. We're doing

it now.

COMMISSIONER JOHANN: Yeah. Yeah. Right.

CHAIRMAN GLIMCO: I just have to say one comment. This is completely off topic, but there was some comments made tonight about local advertising only. That's not a thing. Advertising is advertising. You should not start restricting who gets to advertise. It could be Dick's, it could be Under Armor, it does not have to be relegated to local advertisers.

COMMISSIONER TURNER: I agree.

CHAIRMAN GLIMCO: That's just kind of the law.

ATTORNEY SKRODZKI: Thank you.

COMMISSIONER JOHANN: So are we saying the ones that have been there permanently we're going to agree with leave them and include them in?

CHAIRMAN GLIMCO: I would be fine with that. I mean, this is -- it's not the world according to me. It's a committee.

ATTORNEY SKRODZKI: I think one of the questions that I would seek if I'm going to prepare modifications to the recommendations would be not only are you okay with the existing signs, but are you okay with them being replaced by any other sign

that's the same size?

COMMISSIONER TURNER: And dimensions.

CHAIRMAN GLIMCO: Yes.

ATTORNEY SKRODZKI: And --

CHAIRMAN GLIMCO: Yes.

ATTORNEY SKRODZKI: -- into the future?

CHAIRMAN GLIMCO: Yes.

ATTORNEY SKRODZKI: That's the questions is are we okay with the dimensions and the location and then we can make that -- then we can put that in the plan as a permanent sign that will then be permitted to be approved by administrative Staff.

COMMISSIONER JOHANN: And changed seasonally?

ATTORNEY SKRODZKI: Correct. Yes. Or changed whenever --

COMMISSIONER JOHANN: Right. Right.

COMMISSIONER WINEGAR: So it would be just changing the copy?

ATTORNEY SKRODZKI: Correct.

COMMISSIONER WINEGAR: So that's going to happen a lot to all the signs.

ATTORNEY SKRODZKI: Well, maybe.

COMMISSIONER WINEGAR: Yeah. No, I think you have to allow for that for sure.

COMMISSIONER TURNER: Heather, are you comfortable moving forward with us bombarding you with these -- this sign plan this evening?

CHAIRMAN GLIMCO: Heather is very flexible.

DIRECTOR VALONE: Yes. But I will -- I have a couple of questions, but I also want to have Kelsey kind of reiterate back what we're hearing because we -- again, we're doing this a bit on the fly, so I just want to make sure we're capturing what you're looking for because we are having some conversations back and forth.

CHAIRMAN GLIMCO: And I don't think we're there yet. I think we have to talk about the bottom of the Championship wall.

DIRECTOR VALONE: You read my mind.

CHAIRMAN GLIMCO: Okay. And then I think we might be there.

DIRECTOR VALONE: I do just have a couple questions about the chain link fence banner areas just to clarify because in the Staff recommendation we were recommending them on the same side they currently were, and in, generally, the same area. Are you looking to maintain that? Would you see expansion in that to additional areas? That's one

of the outstanding questions that I have just to clarify the sign plan in addition to the back.

CHAIRMAN GLIMCO: Yeah, from my standpoint, any chain link fence on either side of the chain link fence, that's kind of baseball. The more sponsors they can sell, the better. I don't think it matters, but if anyone --

COMMISSIONER TURNER: Removable banners?

COMMISSIONER JOHANN: That go on --

CHAIRMAN GLIMCO: They're up for three months and they're gone.

COMMISSIONER JOHANN: They go up when the season starts and then they come off when the season ends.

COMMISSIONER TURNER: I have no problem with that.

DIRECTOR VALONE: And allow a timeframe as well.

ATTORNEY SKRODZKI: Yeah. For the record, can we get what is that seasonal -- what's that seasonable time frame for you?

MR. OLK: So we usually put them up in -- we start in early April and it can run all the way through -- technically if we were to host a state

tournament, it can run into the first part of August.

ATTORNEY SKRODZKI: Okay. Great.

MR. OLK: But we haven't hosted a state tournament.

CHAIRMAN GLIMCO: So while Little League baseball is in season --

MR. OLK: Yeah.

CHAIRMAN GLIMCO: -- these signs are allowed.

MR. OLK: Yeah. And then if we can make it a best -- it's usually us taking them down, like I took them down this year, can we just do, like, best efforts to get them down pretty quickly?

CHAIRMAN GLIMCO: Yes.

DIRECTOR VALONE: 30 days after the end of the season to remove them?

CHAIRMAN GLIMCO: Yes. Yes.

MR. OLK: Yeah, flexibility would be great because I was literally out there with clippers.

CHAIRMAN GLIMCO: Where's Todd Piccolo when you need him?

MR. OLK: Exactly.

ATTORNEY SKRODZKI: Perfect.

CHAIRMAN GLIMCO: So the back of the sign.

You know, I'm just going to say it, it doesn't bother me at all, it's a back of a sign, but I know there's other strong opinions and that's --

COMMISSIONER TURNER: I don't have a problem with it.

COMMISSIONER JOHANN: For nine signs or for less than --

COMMISSIONER TURNER: For the existing signs.

COMMISSIONER JOHANN: -- or however they want to -- right, is that what we're --

COMMISSIONER TURNER: For the existing --

CHAIRMAN GLIMCO: Well, let's talk about the existing first, and then if people have issues with the existing signage.

COMMISSIONER HANSON: I'll start with that. I have an objection to the size.

COMMISSIONER WINEGAR: I do. Obviously, I do, too.

CHAIRMAN GLIMCO: Yeah. So if that's the case, then I don't think nine squares on the back makes sense. Maybe you do four panels or something. It's the back of the sign, right? It's not --

COMMISSIONER HANSON: Yeah, I think we're

getting into this whole -- the billboard issue now, right? Now we have got stuff that is not facing baseball the field, so now we're starting to move towards the issue that we have, you know, with the Village, right? We don't allow our commercial occupants to have these massive signs.

CHAIRMAN GLIMCO: Well, I mean, if you made it four squares it would be kind of incomparable, but I guess my issue is it's there. The sign is there. Whether it's a nice, pretty white wall or it has got some ability to generate funds for the program, I'm strongly in favor of allowing it.

DIRECTOR VALONE: Just to clarify on behalf of Commissioner Hanson. I think what he's referring to is that typically a single commercial user would have one linear foot per frontage, so this sign, in theory, if it was a single commercial business, would have a different maximum.

CHAIRMAN GLIMCO: This sign would never exist on any commercial property in our Village, right?

DIRECTOR VALONE: From a size perspective.

CHAIRMAN GLIMCO: This size sign would never work. Got it. We have already got this size sign. What do we do with it?

COMMISSIONER WINEGAR: I would prefer to leave it as we agreed to when we talked about this, what, two years ago?

CHAIRMAN GLIMCO: And have no advertising?

COMMISSIONER WINEGAR: No advertising at all. I understand the need for money. I also know -- and I'm pretty sure you're a contributor to the pickleball courts as well --

MR. SALVINO: I was the biggest contributor for the pickleball court.

COMMISSIONER WINEGAR: Many people from organizations contributed, raised several hundred thousands dollars, who all did a great job of doing that without any huge signs.

MR. SALVINO: There are signs on the pickleball court.

CHAIRMAN GLIMCO: Oh, yeah. There's lots.

COMMISSIONER WINEGAR: But they're tastefully done and they're not billboards. The recognition is all over the pickleball courts.

MR. SALVINO: The point was there have been nine boxes on the back of that for three years. Zero revenue was ever --

COMMISSIONER WINEGAR: It was never approved.

COMMISSIONER HANSON: This is the problem. We have been here before with you guys, you built the sign without a permit, we approved it with no back signage allowed, and you went ahead and put it on there and now we're here again.

MR. OLK: So I will say, to that -- and I'm not a lawyer, but if you read the permit as it is now, there's no place in the permit that says it's the one side only, which is why we felt we were --

MR. SALVINO: Every sign has a back and a front.

MR. OLK: I mean I don't think there's any --

CHAIRMAN GLIMCO: You should have talked to a lawyer.

MR. OLK: Like that being said, like, okay, our mistake, it got covered up, we're coming back asking for it. I understand, you're right, you know -- the revenue is very important to us. I mean --

CHAIRMAN GLIMCO: Okay. So --

MR. OLK: -- it's because of that, it's --

CHAIRMAN GLIMCO: Just in the interest of time, I'm hearing two pretty strong objections to signage on the back, but I want to hear kind of

from everyone because this is -- you know, there's more members. I understand your objections.

COMMISSIONER DEPROSPERIS: I think if you cut it to four. I'm fine with four instead of nine.

CHAIRMAN GLIMCO: Do you have any opinions, Pat?

COMMISSIONER TURNER: I'm okay with the two, but I will go along with the four if that's what the consensus is.

CHAIRMAN GLIMCO: I have already kind of voiced my opinion. I just think money for the program is what is most important for a sign that's already erected and approved.

Michele, do you have anything?

COMMISSIONER JOHANN: Are these signs -- they're not the up during the beginning of the season and then down by the end of the season?

CHAIRMAN GLIMCO: These are more permanent in nature.

MR. OLK: They are more permanent. We haven't done anything with them because it has been covered up, but they're more permanent because it's much more elaborate.

COMMISSIONER JOHANN: So essentially there

would always be something there in December or in April?

MR. OLK: Yeah.

COMMISSIONER JOHANN: Okay. I like the idea of adding the "thanks" to it as opposed to -- right? I mean, we thank, you know, I think that that really makes a distinction, but the two large ones do feel billboardy. I would say that it seems to be better suited if there were four. The nine I can understand that it's not palatable for an advertiser because it's so small, so it's not really appealing. So I think that the four would be understandable. It fits the area. That seems to be an understandable compromise, I think, coming in after the fact.

CHAIRMAN GLIMCO: So I'm just hearing kind of a four to two thing here, but if you guys wanted to rebut or state anything else -- could you go along with that? The recommendations was "Western Springs Little League thanks" our sponsors, four --

COMMISSIONER WINEGAR: You know what, I do think the thanks our sponsors sign would be great. I think you could actually -- because it's going to change year to year, you know, it could be a

banner, banners, or whatever that are attached that are removable.

CHAIRMAN GLIMCO: They could choose to do it that way or they could paint them, whatever -- you know, whatever -- however they want to do it. I wouldn't want to limit them that way.

MR. OLK: The "Western Springs thanks" is a good idea. That was -- that was actually a great idea. Thank you.

COMMISSIONER WINEGAR: I think that's a good idea versus just --

CHAIRMAN GLIMCO: Yeah.

COMMISSIONER WINEGAR: -- you know, an advertising sign.

COMMISSIONER JOHANN: Right. Thank you is a good idea.

MR. OLK: Yes, I would be happy to do that.

DIRECTOR VALONE: So for size for the thank you from Western Springs Little League, what would we be looking at there?

CHAIRMAN GLIMCO: Four equal quadrants on the back.

DIRECTOR VALONE: I understand that, but the --

CHAIRMAN GLIMCO: Oh, the thank you Western Springs.

COMMISSIONER JOHANN: Would that be in the triangle up above?

COMMISSIONER DEPROSPERIS: Yeah, whatever is in the red.

DIRECTOR VALONE: So you would be looking that it would just fill the space that was in the polygon, or would you also be including the two side triangles? I'm not necessarily sure the two side triangles could fit any text, but --

CHAIRMAN GLIMCO: Or right along that white line right -- pretty straight across the top. Something no wider than the width of the sign.

DIRECTOR VALONE: What about the same size as the "champions" on the front of the sign? And Kelsey is going to pull up a photo just really quick. Would that be a size that would be suitable?

CHAIRMAN GLIMCO: That would be very nice.

COMMISSIONER JOHANN: That would be great.

DIRECTOR VALONE: Or no larger than --

COMMISSIONER HANSON: That would look great.

DIRECTOR VALONE: So no larger than kind of

the lettering that we see for the "champions?"

CHAIRMAN GLIMCO: Right.

COMMISSIONER JOHANN: Yeah, at least that size so that it's very visible.

CHAIRMAN GLIMCO: Right.

DIRECTOR VALONE: And then, just to clarify, so the -- it sounds like on the table for discussion is four --

CHAIRMAN GLIMCO: No larger than four equal quadrants that can go smaller.

DIRECTOR VALONE: So that would be just about 68 square feet a piece and they would be temporary, so they would only be up from April to --

CHAIRMAN GLIMCO: No.

COMMISSIONER TURNER: No.

DIRECTOR VALONE: That's why I'm clarifying because I'm trying to --

CHAIRMAN GLIMCO: This is -- they can paint these signs. This is permanent.

COMMISSIONER HANSON: That's not what I'm recommending, though. I would recommend a temporary.

CHAIRMAN GLIMCO: No, I know what you two are recommending, but what we talked about was this is

a permanent sign.

COMMISSIONER TURNER: Yes.

CHAIRMAN GLIMCO: Is that not what you understood?

COMMISSIONER WINEGAR: Four equal quadrants. It changes every year. You're not going have the same four every year.

CHAIRMAN GLIMCO: Or you could have the same one for five years in a row and you don't change it, and it's painted and --

COMMISSIONER HANSON: Take it down and put it up like you do on the fence.

CHAIRMAN GLIMCO: Because it's painted.

COMMISSIONER HANSON: Put banners up there then.

CHAIRMAN GLIMCO: I'm just -- I'm in favor of not spending a lot of money and making a lot of money for the program, you know what I mean?

MR. OLK: From a logistics standpoint, it would be -- you know, we would have to rent a scissor lift, get up there. To put them up is a production. We paid a couple thousand dollars to put them up.

COMMISSIONER WINEGAR: What if it was banner

material and not wood?

UNIDENTIFIED SPEAKER: It's a wood sign. It would look cheap.

MR. SALVINO: That would look terrible.

CHAIRMAN GLIMCO: It's painted. The big ones are painted.

COMMISSIONER HANSON: The big ones are permanent.

MR. SALVINO: It looks nice. I mean, you don't want it looking cheap.

CHAIRMAN GLIMCO: Yeah, it's painted and they --

COMMISSIONER JOHANN: Do they -- when they make that purchase, is that a one time --

MR. SALVINO: Every year. So we have to pay every year or else we come off, but then it looks professional as opposed to cheap, like, flapping in the wind and --

COMMISSIONER JOHANN: Right. I do agree with that.

MR. SALVINO: That's going to look crappy.

MR. OLK: We did spend a lot of time and discussion about making sure it looks tasteful, a lot of time, because we knew -- I mean, it's still

our park. Again, I referenced earlier, like we could have gone to Bud Light or McDonalds and been, like, hey, here is a place to sponsor, we didn't do that. We wanted a tasteful sign. Again, like was said earlier, we can't limit it, but we tried to work with a people in the neighborhood.

COMMISSIONER JOHANN: If we do agree to the four so that I don't forget or so that we don't have two people saying can I buy these two and then make one, right, or can we make sure that that --

MR. OLK: Yeah, if that's --

COMMISSIONER JOHANN: Because otherwise it's not four, right?

MR. OLK: Yeah, we can do that.

ATTORNEY SKRODZKI: Can we also clarify the bottom of the sign, if the sign currently has an identifying text at the bottom, can we clarify whether that will stay and/or whether that will be anticipated to be (inaudible) at any point?

MR. OLK: So the Jeff Thiede memorial, that will come down. I mean, I think Jeff is, like, pretty adamant and I agree with him, I wouldn't want my name up there either. We can take that down.

CHAIRMAN GLIMCO: Do you intend to use it like you use the front of the sign for four smaller advertising spaces?

MR. OLK: I mean, I had never contemplated. We could, but we don't have to.

CHAIRMAN GLIMCO: If you ever plan to do it any day in the future, I would say now would be the time to put it into the plan.

MR. OLK: Yes, if we could have it in the plan to be able to use it, then that would be great.

CHAIRMAN GLIMCO: So anyone have a problem with that, like it's on the front, there's four smaller spots along the bottom?

COMMISSIONER JOHANN: For what again? I spaced out.

CHAIRMAN GLIMCO: I don't think they're going to sell this spots any time soon.

COMMISSIONER JOHANN: Oh, the four along the bottom?

CHAIRMAN GLIMCO: Right.

COMMISSIONER JOHANN: I would say no to that.

CHAIRMAN GLIMCO: You would say no to that?

COMMISSIONER JOHANN: Yeah, I think that --

CHAIRMAN GLIMCO: Yeah, just the four spots

out. Just the four on the back. That's it.

COMMISSIONER TURNER: With the top.

CHAIRMAN GLIMCO: Yeah.

COMMISSIONER JOHANN: Yeah, the tanks on the top.

CHAIRMAN GLIMCO: Yes.

MR. SALVINO: Can I request, Peter, that we -- obviously when that sign went up and then it got covered with a tarp, lick, quickly and we paid a lot of money and Western Springs Little League said you can get your money back and I said I don't want my -- I mean, I don't want to take money from them, so my question is: Could we uncover it and then, in the new season, do this four thing as opposed to -- so we got nothing out of this, so could we uncover the thing and then in 2026 when they come and say we want to do it again, then we do the -- so could we do the four when we do the new season in the spring is, I guess, how --

CHAIRMAN GLIMCO: I would love to say yes, but I'm going to get a lot of grief.

MR. SALVINO: Well, I guess the point is, can it at least stand --

CHAIRMAN GLIMCO: I think it's going to have

to be covered until they get the four sponsorships ready to be painted.

Does anyone -- am I --

MR. SALVINO: Well, there aren't four --

COMMISSIONER HANSON: I think you're reading it wrong.

COMMISSIONER DEPROSPERIS: So you're saying if they have two it's a no go?

MR. SALVINO: Well, there's only two right now because, by the way --

COMMISSIONER DEPROSPERIS: But if we have four and you're saying it's only two, it's a no go; is that -- am I saying that correctly?

COMMISSIONER JOHANN: Well, right now the two are covered up.

CHAIRMAN GLIMCO: It doesn't bother me at all, I'm just trying to satisfy --

COMMISSIONER DEPROSPERIS: Okay. So if there's one -- whatever. So if they don't fill the spots, the bottom line you're saying is --

UNIDENTIFIED SPEAKER: So, no, his question --

CHAIRMAN GLIMCO: Hold on. Hold on. Hold on. Hold on. If you want to speak, you got to come up, there's a court reporter who is really --

UNIDENTIFIED SPEAKER: Sorry.

CHAIRMAN GLIMCO: -- trying hard to capture every single word we're all saying, so we can't talk at the same time, and this is really -- it's time for this Commission to deliberate. We understand your question, Tom. Let us consider it and talk about it.

ATTORNEY SKRODZKI: Do you want me to clarify, though, the Commissioner's question?

So they would be able to sell less than the four spots, they would just be divided into four spots. So there couldn't be somebody who had half of the sign, but if they only sold one, two, or three of the four spots, as long as they were no bigger than the space allowed, it would be fine.

COMMISSIONER DEPROSPERIS: Got it.

ATTORNEY SKRODZKI: So it's not --

CHAIRMAN GLIMCO: They could do nine on the back if they choose, just no bigger than four.

COMMISSIONER DEPROSPERIS: Understood.

MR. OLK: I think the request we would like to make is could we essentially have the rest of this year --

CHAIRMAN GLIMCO: We understand the question completely fine. Totally clear on the question. Appreciate it. Just need these guys to tell me what they want to do. Thank you.

COMMISSIONER TURNER: I'm okay with maintaining the status quo until next year and we impose our four equal quadrant conditions next year.

COMMISSIONER WINEGAR: I can live with it.

CHAIRMAN GLIMCO: You can live with it?

COMMISSIONER JOHANN: So you go four -- you would be ready with the four when the season starts?

MR. OLK: Yes.

ATTORNEY SKRODZKI: But they have to keep the two until then.

COMMISSIONER JOHANN: But leave the two for now until that time comes?

MR. OLK: So this would be for the new season?

COMMISSIONER JOHANN: Yes.

CHAIRMAN GLIMCO: I can totally live with that.

COMMISSIONER DEPROSPERIS: Yes.

CHAIRMAN GLIMCO: Good questions.

COMMISSIONER JOHANN: Okay.

MR. OLK: Thanks.

And we can specify that it's four unique --

COMMISSIONER JOHANN: Right. Right.

MR. OLK: It's not Budweiser, Bud Light --

COMMISSIONER TURNER: Have we covered all the signs, then?

CHAIRMAN GLIMCO: So, Heather, I think this might be a good time to see if you have got a good idea of what this signage plan -- good enough, anyway. I know Kelsey has been taking copious, copious notes here.

MS. FAWELL: Yeah, I'm probably going to need a few minutes to organize them --

CHAIRMAN GLIMCO: Gather your thoughts.

MS. FAWELL: -- but I do want to clarify. For the -- for the banners or for the sponsorship signs on the Champions wall, you guys do not want them to be a temporary canvas or plastic material, you want them painted on or did you guys not have a --

CHAIRMAN GLIMCO: We don't want to dictate either way.

COMMISSIONER TURNER: Either way.

MS. FAWELL: Okay. Okay. Just want to make sure.

MR. OLK: But the canvas that is covering it now can come down?

CHAIRMAN GLIMCO: Correct.

MR. OLK: Or tarp or whatever it's called.

CHAIRMAN GLIMCO: While you're gathering your thoughts, Kelsey, I'm just going to take a minute with the Commission and go through some of the conditions for the approval of a conditional use.

So, if you bear with me, and we can kind of consider the things that we are supposed to -- the standards for the approval of amendments to conditional uses. I'm going to kind of go through them quickly and only stop when you guys want to talk about one.

That the established maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Anybody want me to stop there?

No. 2, that the conditional use will not be injurious to the uses and enjoyment in the immediate vicinity for the purposes already

permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.

No. 3, that the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

No. 4, that adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided.

We have talked about the path, the ADA, we talked about the parking, I think we have addressed that one pretty much ad nauseam.

No. 5, that adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.

Very little they can do about that.

No. 6, that the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the Village.

And, No. 7, that the conditional use shall, in all other respects, conform to the

applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board.

I think that we have kind of addressed all those tonight in our discussions. Anyone --

COMMISSIONER TURNER: I think so.

CHAIRMAN GLIMCO: Okay. That's all the time you get, Kelsey. You ready?

DIRECTOR VALONE: So do you want to do this as two motions or one? Do you want to do one motion related to field itself and those conditions and then do a secondary motion for the signage, or do you want to do it all as one?

CHAIRMAN GLIMCO: I think we're fine doing it as one unless you think that the Village Board would prefer otherwise.

DIRECTOR VALONE: No. So, just to clarify, conditions 1, 2, 3, 4, 5 are included as part of the recommendation and Kelsey is working on an amended condition No. 8.

CHAIRMAN GLIMCO: Great.

ATTORNEY SKRODZKI: And 6 and 7 are excluded.

DIRECTOR VALONE: Correct. I did not list them as they're not included in your current on-the-table discussions.

MR. OLK: Can I ask for a clarification?

One of them says sponsorship banners displayed on the field fencing are only permitted along those portions of fencing facing south. Is that getting taken out?

ATTORNEY SKRODZKI: Yes.

CHAIRMAN GLIMCO: We revised that in prior discussions tonight, Tom.

MR. OLK: Okay. Thanks. I just didn't want to get tripped up down the line later.

DIRECTOR VALONE: She made it to the back, so we're almost there.

ATTORNEY SKRODZKI: I think F and G are staying.

CHAIRMAN GLIMCO: Yes, F and G are staying.

ATTORNEY SKRODZKI: C and A and D will be modified. B is out completely and D will be modified a little bit.

CHAIRMAN GLIMCO: D is modified, you say?

ATTORNEY SKRODZKI: Yeah. So it will be

permitted both sides and on any --

DIRECTOR VALONE: Okay. Kelsey is going to read back what we have for the signs along the fences, the scoreboard, the sign below and the front and back of Champion.

ATTORNEY SKRODZKI: And these are going to be standards for -- we are --

CHAIRMAN GLIMCO: Conditions.

ATTORNEY SKRODZKI: I'm assuming we are recommending the completed sign plan and then these will be the modified conditions?

MS. FAWELL: Correct. Okay. So related to the baseball and softball fields chain link fence on the Park District we are going to remove 8(e) regarding a spacing, they can place as many signs as they can fit on the fence as they can. The signs cannot be higher than the fence, the signs must only be displayed during the season and must be removed no later than 30 days after the season.

For the scoreboard signs, as they are existing is okay.

DIRECTOR VALONE: Sorry, I'm going to back up, Kelsey.

So it would be permitted from April

of the year to 30 days after the end of the season.

ATTORNEY SKRODZKI: And we're also keeping that they won't be illuminated, correct?

CHAIRMAN GLIMCO: Correct.

MS. FAWELL: Yes. I was going to -- they will not be illuminated.

ATTORNEY SKRODZKI: Correct. Will not be.

COMMISSIONER TURNER: Wouldn't it be easier just to reference the season in case the season is prolonged?

ATTORNEY SKRODZKI: That is what we're going to do, so we're going to do the season plus 30.

COMMISSIONER TURNER: Okay.

MR. OLK: I asked for the 30 days just to give us a chance to get out there.

COMMISSIONER TURNER: I thought she was going to do --

CHAIRMAN GLIMCO: April.

DIRECTOR VALONE: So April to the end of the season plus 30 days to remove it. We are not specifying when the end of the season is because it could be they go to a championship, they don't go to a championship --

COMMISSIONER TURNER: Okay. All right.

CHAIRMAN GLIMCO: His point is we don't want to say when the beginning of the season is either.

COMMISSIONER JOHANN: It could be March.

CHAIRMAN GLIMCO: So just during the season and 30 days after.

MS. FAWELL: Okay. On to the scoreboards.

They can remain as existing. The scoreboards can mirror each other, meaning that the Brookfield Bank sign -- or the other scoreboard can have a sign on top of it like the Brookfield Bank sign. They are allowed signs below, they must be the same width on each scoreboard, correct? Okay. Perfect.

COMMISSIONER WINEGAR: No wider than --

MS. FAWELL: No wider than the scoreboards, correct.

COMMISSIONER WINEGAR: Correct.

MS. FAWELL: No wider than the width of the scoreboards.

MS. SKRODZKI: And I thought we had determined a height for the -- height restriction as well between the fence -- the top of the fence and the bottom of the sign.

MS. FAWELL: For which --

DIRECTOR VALONE: I don't believe I heard that. I'm sorry. I did not hear that. Can you --

ATTORNEY SKRODZKI: Yeah. I believe that we had an agreement with regards to permanent scoreboard signing height, that the signs below the scoreboard be no lower than the top of the fence to no higher than the bottom of the sign -- scoreboard sign, so I thought we had also -- besides the width, the width not being wider than the existing sign structure, that we also had a height mentioned being between the fence and the --

COMMISSIONER JOHANN: Yes.

ATTORNEY SKRODZKI: Correct me if I'm wrong, but --

CHAIRMAN GLIMCO: Nope. You're right.

ATTORNEY SKRODZKI: -- I got my notes up here and we got a check, so...

CHAIRMAN GLIMCO: Team work.

MS. FAWELL: Okay. For the Championship sign on the front, the existing can remain exactly as is and you guys are okay with the sponsorship at the bottom of the sign on the front. For the back of the sign only as few as four sponsorship signs are allowed, but no more than nine, they must all be

the same size. One ad is allotted one space at a time, and you can keep -- and -- oh, and no bottom. No signage along the bottom on the back like the front, and the Little League is allowed to keep the two signs that are existing today until the start of next season.

CHAIRMAN GLIMCO: Yes. And they can also put a banner across the top.

MS. FAWELL: And a thank you across the top, and then no signs can be illuminated.

DIRECTOR VALONE: The thank you across the top is supposed to be same size as the champions on the front.

MS. FAWELL: Okay. That's everything.

DIRECTOR VALONE: So as Kelsey read this out, it was rather detailed, but since Kelsey read it out and we agreed on them, it could be -- I would make a motion as to -- to recommend approval or denial with the conditions as Senior Planner Fawell read out.

COMMISSIONER TURNER: That would be the motion?

CHAIRMAN GLIMCO: That would be the motion.

Do I have a motion?

COMMISSIONER TURNER: I --

COMMISSIONER HANSON: Motion to accept.

CHAIRMAN GLIMCO: To approve. Recommend approval.

ATTORNEY SKRODZKI: Motion to recommend approval.

COMMISSIONER TURNER: As stated.

CHAIRMAN GLIMCO: Subject to the conditions that we have talked about tonight and read by Staff so graciously.

COMMISSIONER HANSON: Well stated.

COMMISSIONER TURNER: Second.

CHAIRMAN GLIMCO: All those in favor?

(Chorus of ayes.)

CHAIRMAN GLIMCO: Do a roll call?

DIRECTOR VALONE: Yeah, we're going to do a roll call.

MS. FAWELL: Commissioner DeProsperis?

COMMISSIONER DEPROSPERIS: Yes.

MS. FAWELL: Commissioner Hanson?

COMMISSIONER HANSON: Yes.

MS. FAWELL: Commissioner Johann?

COMMISSIONER JOHANN: Yes.

MS. FAWELL: Commissioner Turner?

COMMISSIONER TURNER: Yes.

MS. FAWELL: Commissioner Winegar?

COMMISSIONER WINEGAR: Yes.

MS. FAWELL: And Chairman Glimco?

CHAIRMAN GLIMCO: Yes.

DIRECTOR VALONE: And then we would need a motion to modify the recommendations to reflect tonight's meeting and your recommendation just made.

COMMISSIONER JOHANN: Motion to approve that.

COMMISSIONER TURNER: Second.

DIRECTOR VALONE: So, again, we need direction from the Commission to modify the draft recommendation that was in your packet tonight to reflect the discussion tonight.

COMMISSIONER JOHANN: So what are you asking?

CHAIRMAN GLIMCO: Can I get a motion to modify the recommendation that's in our packet to reflect the conditions that we have discussed this evening?

COMMISSIONER JOHANN: Motion to approve.

COMMISSIONER HANSON: Second.

CHAIRMAN GLIMCO: All in favor?

(Chorus of ayes.)

CHAIRMAN GLIMCO: And now that would end the

public hearing portion of our meeting.

If I can get a motion to close the public hearing?

COMMISSIONER TURNER: Motion to close.

CHAIRMAN GLIMCO: Is there a second?

COMMISSIONER HANSON: Second.

CHAIRMAN GLIMCO: All in favor?

(Chorus of ayes.)

CHAIRMAN GLIMCO: Thank you.

The next item on the agenda is other business.

Heather, do you want to talk about any other business?

DIRECTOR VALONE: We have no other business other than that we have a ancillary meeting scheduled for October 28th.

CHAIRMAN GLIMCO: October 28th. Okay.

With that, the next item on the agenda would be to adjourn.

COMMISSIONER TURNER: Motion to adjourn.

COMMISSIONER DEPROSPERIS: Second.

CHAIRMAN GLIMCO: All those in favor?

(Chorus of Ayes.)

CHAIRMAN GLIMCO: Thank you, everyone.

(Whereupon the meeting was adjourned at 10:11 p.m.)

I, Hailey M. Schoot, CSR, RPR, being first duly sworn, on oath says that she is a court reporter doing business in the State of Illinois; and that she reported in shorthand the proceedings of said meeting and that the foregoing is a true and correct transcript of her shorthand notes so taken as aforesaid, and contains the proceedings given at said meeting.



Hailey Schoot, CSR, RPR
Illinois CSR License 084-004897

Exhibit "F" Petition in Support of Application

Name	City	State	Postal Code	Country	Signed On
Tom Olk	Western Springs	IL	60558	United States	10/1/25
Jim Sur	Western Springs	IL	60558	United States	10/1/25
Diana MacGillis	Western Springs	IL	60558	United States	10/2/25
Ryan Grieve	Western Springs	IL	60558	United States	10/2/25
Susan Sherlock	Western Springs	IL	60558	United States	10/2/25
Phil Sharon	Western Springs	IL	60558	United States	10/2/25
David Sherlock	Western Springs	IL	60558	United States	10/2/25
Ray Wicklander	Western Springs	IL	60558	United States	10/2/25
Hilda Carbajal	Western Springs	IL	60558	United States	10/2/25
michael Patock	Western Springs	IL	60558	United States	10/2/25
Natalie Sur	Notre Dame	IN	46556	United States	10/2/25
Jen Iwert	Western Springs	IL	60558	United States	10/2/25
Lisa Stenholm	Western Springs	IL	60558	United States	10/2/25
Jim Stolfi	Western Springs	IL	60525	United States	10/2/25
Lisa Ciaravino	Western Springs	IL	60558	United States	10/2/25
Cara Rogers	Western Springs	IL	60558	United States	10/2/25
Catherine Lopez	Western Springs	IL	60558	United States	10/2/25
Debra Schmidt	Western Springs	IL	60558	United States	10/2/25
Maia Toenjes	Palatine	IL	60067	United States	10/2/25
Joseph Schmidt	Western Springs	IL	60558	United States	10/2/25
Brandon Gwin	Western Springs	IL	60558	United States	10/2/25
Sarah Estep	Western Springs	IL	60558	United States	10/2/25
Tracy Salvino	Western Springs	IL	60558	United States	10/2/25
Ashley Landek	Western Springs	IL	60558	United States	10/2/25
Lauren Salvino	Western Springs	IL	60558	United States	10/2/25
Lauren McDonald	Western Springs	IL	60558	United States	10/2/25
Matt Estep	Western Springs	IL	60558	United States	10/2/25
Luke Stojak	Western Springs	IL	60558	United States	10/2/25
Katie Newberger	Western Springs	IL	60558	United States	10/2/25
Charlie Newberger	Western Springs	IL	60558	United States	10/2/25
Kristen Mortonson	Western Springs	IL	60558	United States	10/2/25
Paul Giannopulos	Western Springs	IL	60558	United States	10/2/25
Colleen Murphy	Western Springs	IL	60558	United States	10/2/25
Kristina Cunningham	Western Springs	IL	60558	United States	10/2/25
Michael Dahl	Western Springs	IL	60558	United States	10/2/25
Mike Murphy	Western Springs	IL	60622	United States	10/2/25
Laura Brockob	Western Springs	IL	60558	United States	10/2/25
Marcos Carbajal	Western Springs	IL	60558	United States	10/2/25
Lauren Licitra	Western Springs	IL	60558	United States	10/2/25
Jason McCargo	Western Springs	IL	60558	United States	10/2/25
Tim Selz	Western Springs	IL	60558	United States	10/2/25
Matthew Doherty	Western Springs	IL	60558	United States	10/2/25
Liz Wesolowski	La Grange	IL	60525	United States	10/2/25
Alyssa Moog	Western Springs	IL	60558	United States	10/2/25

Sarah Severson	Western Springs	IL	60558	United States	10/2/25
Mary Kate Merna	Western Springs	IL	60558	United States	10/2/25
Bridget Kernan	Western Springs	IL	60558	United States	10/2/25
Lauren Stojak	Western Springs	IL	60558	United States	10/2/25
Lindsay Dowling	Western Springs	IL	60558	United States	10/2/25
Robert Malham	Western springs	IL	60558	United States	10/2/25
Kieran Caraher	Western Springs	IL	60558	United States	10/2/25
Patrick Hincks	Western Springs	IL	60558	United States	10/2/25
Patrick Joyce	Western Springs	IL	60558	United States	10/2/25
Brian Severson	Western Springs	IL	60558	United States	10/2/25
Roxanne Walsh	Western Springs	IL	60558	United States	10/2/25
Diana Huber	Western Springs	IL	60558	United States	10/2/25
Dave Borkowski	Western Springs	IL	60558	United States	10/2/25
Margaret Schmidt	Western Springs	IL	60558	United States	10/2/25
Salma Hatia	Western Springs	IL	60558	United States	10/2/25
Taylor Robinson	Western Springs	IL	60558	United States	10/2/25
Rachel Ketter	Western Springs	IL	60558	United States	10/2/25
Lance Armor		HI		United States	10/2/25
Anne Flavin	Western Springs	IL	60558	United States	10/2/25
Dan Philips	Western Springs	IL	60558	United States	10/2/25
Ferial Masoud	Bridgeview	IL	60455	United States	10/2/25
Meghan Selz	Western Springs	IL	60558	United States	10/2/25
Kristi Gabrione	Western Springs	IL	60558	United States	10/2/25
Caroline Shreve	Western Springs	IL	60558	United States	10/2/25
Paul Tokarz	Western Springs	IL	60558	United States	10/2/25
Nick Curry	Western Springs	IL	60558	United States	10/2/25
Jason McCain	Western Springs	IL	60558	United States	10/2/25
Christopher Napleton	Burr Ridge	IL	60527	United States	10/2/25
John Mikulich	Western Springs	IL	60558	United States	10/2/25
Jason Knuckey	Western Springs	IL	60558	United States	10/2/25
james ward	Western Springs	IL	60558	United States	10/2/25
Nika Giuliano	Western Springs	IL	60558	United States	10/2/25
Ali Curry	Western Springs	IL	60558	United States	10/2/25
crystal maya	La Grange Highlands	IL	60525	United States	10/2/25
Sarah Freedman	Western Springs	IL	60558	United States	10/2/25
Veronica Flores	Elmhurst	IL	60126	United States	10/2/25
Javier Ramirez	Bolingbrook	IL	60440	United States	10/2/25
Andrea Garson	Western Springs	IL	60558	United States	10/2/25
Joe Donahue	Western Springs	IL	60558	United States	10/2/25
Daniel Lawler	Western Springs	IL	60558	United States	10/2/25
Joseph Harrington	Western Springs	IL	60558	United States	10/2/25
Jennifer Bocci	Western Springs	IL	60558	United States	10/2/25
Sara McGrath	Western Springs	IL	60558	United States	10/2/25
Mary Tokic	Western Springs	IL	60558	United States	10/2/25
Osmar Maya	Melrose Park	IL	60160	United States	10/2/25

Brian Etten	Western Springs	IL	60558	United States	10/2/25
Patti Cella	Western Springs	IL	60558	United States	10/2/25
Carrie Pinkham	Western Springs	IL	60558	United States	10/2/25
Martha Lopez	Western Springs	IL	60558	United States	10/2/25
Marissa Brown	Western Springs	IL	60558	United States	10/2/25
Matt Pinkham	Western Springs	IL	60558	United States	10/2/25
Andrew Rudich	Western Springs	IL	60558	United States	10/2/25
Michael McDermott	Western Springs	IL	60558	United States	10/2/25
Mitchell Maya	La Grange	IL	60525	United States	10/2/25
Elizabeth Garcia	Hutchinson	MN	55350	United States	10/2/25
Colleen Geraghty	Western Springs	IL	60558	United States	10/2/25
Keira Geraghty	Chicago	IL	60642	United States	10/2/25
Grace Geraghty	Western Springs	IL	60558	United States	10/2/25
Mike Spignese	Western Springs	IL	60558	United States	10/2/25
Ella Rivers	Miami	FL	33143	United States	10/2/25
Jill McGrath	Western Springs	IL	60558	United States	10/2/25
Kris Arnheim	Western Springs	IL	60558	United States	10/2/25
Maggie Philips	Hinsdale	IL	60521	United States	10/2/25
Luke Geraghty	Western Springs	IL	60558	United States	10/2/25
Molly Kepler	Western Springs	IL	60558	United States	10/2/25
Joseph Geraghty	Western Springs	IL	60558	United States	10/2/25
Nora Taylor	Western Springs	IL	60558	United States	10/2/25
Scott Rice	Western Springs	IL	60558	United States	10/2/25
Anna Murphy	Easton	MA	02375	United States	10/2/25
Jason Hurbanek	Western Springs	IL	60558	United States	10/2/25
Josh Crist	Western Springs	IL	60558	United States	10/2/25
Kate Bushnell	Western Springs	IL	60558	United States	10/2/25
Josh Markou	Western Springs	IL	60558	United States	10/2/25
Katie Benka	Western Springs	IL	60558	United States	10/2/25
Gregory Scovitch	Indian Head Park	IL	60525	United States	10/2/25
Jeff Thiede	WS	IL	60558	United States	10/2/25
Tara Patock	Western Springs	IL	60558	United States	10/2/25
Dalylah Boelter	Western Springs	IL	60558	United States	10/2/25
Kristen Stuck	Western Springs	IL	60558	United States	10/2/25
Carrie Christensen	Western Springs	IL	60558	United States	10/2/25
Patty Griffin	Western Springs	IL	60558	United States	10/2/25
Julie Dwyer	Western Springs	IL	60558	United States	10/2/25
anne piermarini	Western Springs	IL	60558	United States	10/2/25
Jessica And Charles McGinnis	Western Springs	IL	60558	United States	10/2/25
Julie Dorner	Western Springs	IL	60558	United States	10/2/25
Ashley Ramirez	Bolingbrook	IL	60440	United States	10/2/25
Chris Dallavo	Western Springs	IL	60558	United States	10/2/25
Ashley Lee	Western Springs	IL	60558	United States	10/2/25
Anthony Bylina	Indian Head Park	IL	60525	United States	10/2/25
Glenn Maya	Melrose Park	IL	60160	United States	10/2/25

Amanda Campbell	Western Springs	IL	60558	United States	10/2/25
Katlynn Ramirez	Bolingbrook	IL	60440	United States	10/2/25
Dennise Maya	Chicago	IL	60634	United States	10/2/25
Casey Karaway	Indian Head Park	IL	60525	United States	10/2/25
Patrick Magee	Western Springs	IL	60558	United States	10/2/25
Ruby Kendall	Western Springs	IL	60558	United States	10/2/25
Acxel Quito	Romeoville	IL	60446	United States	10/2/25
Marissa Gilbert	Chicago	IL	60605	United States	10/2/25
Jennifer Hurbanek	Western Springs	IL	60558	United States	10/2/25
Abigail Mondragon	Maywood	IL	60153	United States	10/2/25
val deantes	Oak Lawn	IL	60453	United States	10/2/25
matt kavanaugh	Hinsdale	IL	60521	United States	10/2/25
Margie Martinez	Bellwood	IL	60104	United States	10/2/25
Kaite Marshall	Burr Ridge	IL	60527	United States	10/2/25
Bill Rohe	Western Springs	IL	60558	United States	10/2/25
David Bushnell	Western Springs	IL	60558	United States	10/2/25
Kasey Olk	Western Springs	IL	60558	United States	10/2/25
Erin Burba	Western Springs	IL	60558	United States	10/2/25
Kathy Defante	Western Springs	IL	60558	United States	10/2/25
Kathy Figus	Western Springs	IL	60558	United States	10/2/25
Julie Wiorkowski	Western Springs	IL	60558	United States	10/2/25
Rob Boaz	Western Springs	IL	60558	United States	10/3/25
Julia Doherty	Western Springs	IL	60558	United States	10/3/25
Tony Gabrione	Western Springs	IL	60558	United States	10/3/25
Jacqueline Sprague	Western Springs	IL	60558	United States	10/3/25
Divya Nagendran	Aurora	IL	60505	United States	10/3/25
Carolyn Wyness	Western Springs	IL	60558	United States	10/3/25
Ophelia Falbo	Riverside	IL	60546	United States	10/3/25
Megan Reed	Woodridge	IL	60517	United States	10/3/25
Jay Riordan	Western Springs	IL	60525	United States	10/3/25
Catherine Berger	Western Springs	IL	60558	United States	10/3/25
Christopher Ocasio	Western Springs	IL	60558	United States	10/3/25
Elijah Becker	Western Springs	IL	60558	United States	10/3/25
heather follstad	western springs	IL	60558	United States	10/3/25
Kathleen Oleniczak	Western Springs	IL	60558	United States	10/3/25
Daniel Wuchter	Downers Grove	IL	60516	United States	10/3/25
Jon Inwood	Brooklyn	NY	11226	United States	10/4/25
Ben Boelter	Western Springs	IL	60558	United States	10/4/25
Andy S	Wheeling	IL	60090	United States	10/4/25
Andres Lopez	Chicago	IL	60609	United States	10/5/25
Lauren Girardin	Western Springs	IL	60048	United States	10/5/25
Francis S.	Chicago	IL	60608	United States	10/5/25
Lady Alicia	Markham	IL	60428	United States	10/5/25
Chris Schultz	Western Springs	IL	60558	United States	10/6/25
Alexandros G Georgiou	Western Springs	IL	60558	United States	10/6/25

Exhibit H



Village Zoning Meeting
Spring Rock Park – Champion's Sign
Gary Bazzoni – Oct 6, 2025

Champion's Sign

Call it by another name, but it's a Billboard

- Definition per Village code: Billboard or Posterboard: a single or double faced sign permanently erected on the premises, including changeable copy signs, used for the display of information not associated with the establishment located on the same premises as such sign.

- Billboards are prohibited per Village code (9-10-8)

Aesthetics

- Signage in and around the baseball fields has gotten out of hand.

- The large size of this sign is out of scale with other park elements.

- The north side is clearly visible from the BNSF train line and Burlington Ave. entry road, and extremely prominent from adjacent walking/running path and pickleball complex.



South side of sign and scoreboard



Distant view over hockey rink



North side - walking trail, back of sign, scoreboard and electrical panels



North side – sign from pickleball complex



North side from train embankment fence

PRODUCT
Custom Sign

QTY.
1

SIZE
226.125" wide x 68.4375" tall

MATERIAL
3mil ACM

FINISHING
Matte Lam.

SIDES
Single Sided

NOTES
No drill holes - drill on site

PANTONES ☐ ☐ ☐ ☐

PRICE

bannerville
SIGNAGE DONE RIGHT

630.455.0304 | bannerville.com | info@bannerville.com | 8164 S Madison St, Burr Ridge, IL 60527

ARTWORK APPROVAL

PROOF SENT 4/9/25, Proof 2

MIDWEST ORTHOPAEDICS AT RUSH

Dr. Gregory Lopez MD - Minimally Invasive Spine Surgeon

BEFORE



AFTER



BY READING BELOW AND EMAILING YOUR APPROVAL YOU ACKNOWLEDGE:

ALL WORDS ARE SPELLED CORRECTLY
including, but not limited to, school/organization name(s), proper names, and grammar.

ALL VISUAL CONTENT & COLORS ARE CORRECT
including, but not limited to, logo(s), colors and layout. Due to various monitor settings and models, the colors of the document may not print exactly as they appear on your screen. If precise color matching is critical to your job, then we highly recommend a press-printed physical proof (Additional cost may apply). We can't guarantee colors will be accurate unless a Pantone color is specified.

ALL QUANTITIES, SIZES, & FINISHING ARE CORRECT
Please double check your order information in addition to the artwork.

CLIENT WILL INCUR ALL COSTS IF REPRINT IS NECESSARY
Every effort is made to be as accurate as possible, but the final responsibility is yours.

EMAIL APPROVAL NEEDED FOR PRODUCTION

PLEASE SUBMIT YOUR APPROVAL VIA EMAIL BY RESPONDING, "APPROVED FOR PRODUCTION".

Once approval is given, your order will be sent to production and no further changes can be made. If you are unsure, please contact us with any questions.

If the information on your order is not correct, please let us know and we will make the required changes.

Copyright © 2020, BANNERVILLE USA, INC. This artwork is the property of BANNERVILLE USA, INC. Use of this material for any reason is prohibited without a signed release from Bannerville USA. In cases where a logo, artwork, or other elements are included, you warrant that you are the sole owner of the subject matter provided to Bannerville USA or used within the layout by Bannerville USA. To support these warranties, you agree to indemnify Bannerville USA in any legal action connected with copyright infringement involving the work provided.

From meeting packet – what is right side image showing??

Champion's Sign (cont)

Setting a bad precedent

- Why are we putting something like this in one of our premier parks - is this the image we want for the Village?

- This billboard is using park space for the benefit one select group of park users.

- Regardless of the team or organization, the Village should not allow advertising in our parks. Zoning regulations are in place for a reason.

- Who's next to want advertising? Soccer fields? Tennis courts? Pickleball? Kiddy playground?

October 6, 2025

Re: Sign in Western Springs Spring Rock Park

To Village of Western Springs:

As a local resident for the past 15 years, it is with great pleasure that I write this letter of support for the team at Performance Wealth and Midwest Orthopedics. It is welcome news to see local businesses not only talk about being involved in the community but actually doing something to be involved. Supporting the local baseball and softball leagues by funding the batting cages and new fields as well as pickleball courts shows a commitment to improving not only the local economy but also the local culture and community by giving kids and adults alike a place to meet, to compete, and to drive social interactions that many kids and seniors lack nowadays.
Many local communities already have deals in place allowing advertisements on their sites, including local school systems with housing much closer than what is being proposed at the Western Springs fields. The sign in question should be thought of as a beacon of continued civic engagement both for current and future residents. Indeed, my understanding is that already people have seen the sign and have applied for internships at Performance Wealth, again, advancing and strengthening local ties within the community.
The sign in question seems to be very understated, unobtrusive and locally engaging, and I would welcome it and the donors into our community.

If you have any further questions, please do not hesitate to call.

Sincerely,



Erwin Thimm M.D.
4041 Howard Ave
Western Springs IL, 60558
630-469-3687

From: Thomas Salvino <tsalvino@performancewealthpartners.com>
Date: Monday, October 6, 2025 at 3:16 PM
To: Michael O'Brien <mobrien@performancewealthpartners.com>, Peter Glimco <pglimco@>, Walter Knake <wknake@wsprings.com>, Chris Dallavo <dallavo3833@comcast.net>, Catherine Lopez <catherine.e.lopez@gmail.com>, gregory.lopez@rushortho.com <gregory.lopez@rushortho.com>, Tom Olk <thomas.m.olk@gmail.com>
Cc: Alan Fink <afink@wsprings.com>, Kelsey Fawell <kfawell@wsprings.com>, raddoc67@gmail.com <raddoc67@gmail.com>, Jill Thimm <jthimm71@gmail.com>, Severson, Sarah Kerr <sarah.severson@afslaw.com>, Brian Severson <severson4545@gmail.com>, sean.clark@brainlab.com <sean.clark@brainlab.com>, Philip Nawrocki <pnawrocki@wsprings.com>, hollycarollo@gmail.com <hollycarollo@gmail.com>, carollo.chris@gmail.com <carollo.chris@gmail.com>, jcgeraghty@comcast.net <jcgeraghty@comcast.net>, T3l6sal <t3l6sal@sbcglobal.net>, Kari Gough <kgough20@me.com>
Subject: Western Springs Sign - Citizen Letter --and Working Together to Help our Town and Kids

Dear Kelsey, Al, Peter, Tom, Catherine, Phil, and Walt , Thank you for your time and input to make our community a better place.

Over 175 Western Springs citizens have signed a Petition supporting the sign.

Hinsdale Bank and Under Armour have signs from parents supporting Hinsdale kids. Attached.

LaGrange has many signs from Pizza places, Auto Repairs, Cement Pumping , etc , 30 feet from homes. Attached.

No homes are 200 feet from the sign in Western Springs and no homes can even see the Western Springs sign.

Attached Image 1970 and Images 1969 show the LaGrange Signs 30 feet from residential homes.

Dozens of people plan to attend tonight to support our work to help Western Springs Little League and the boys and girls who benefit.

A letter is attached from Dr. Erwin Thimm who likes the sign and that it is aesthetically pleasing.

Performance Wealth had 8 local students see our sign, (when it was uncovered) call us and apply for Performance Wealth Internships. We currently have 3 Western Springs PW Interns with us now after school learning about Finance, Markets ,and Leadership Skills . Performance Wealth is planning for more Western Springs Teen Interns this winter and Summer, as more Western Springs students have called applying for Internships after talking with their friends ,our current interns.

There are more requests for Western Springs Little League to help other fields and parks in Western Springs for needed improvements and more sponsorship is needed not less.

The funds we are raising have paid for the New Western Springs Batting cages and will pay for the New Western Springs Girls Softball Field. The Western Springs Girls Softball Teams now to leave town and play in Countryside and find other fields in other towns in order to play.

Sponsorship is critically needed to support the Village of Western Springs, the Parks, Little League, Umpires, and Field Upkeep.

Sponsorship money helps keep Little League Registration Fees low for our children and residents who may not be able to afford a higher cost Little League and Girls Softball League.

It is great to work together and collaborate to keep Western Springs for the Next Generation.

Thank you

Thomas Salvino, MBA, Certified Financial Planner ®

CHIEF EXECUTIVE OFFICER

tsalvino@performancewealthpartners.com

630-686-5655

PERFORMANCE WEALTH







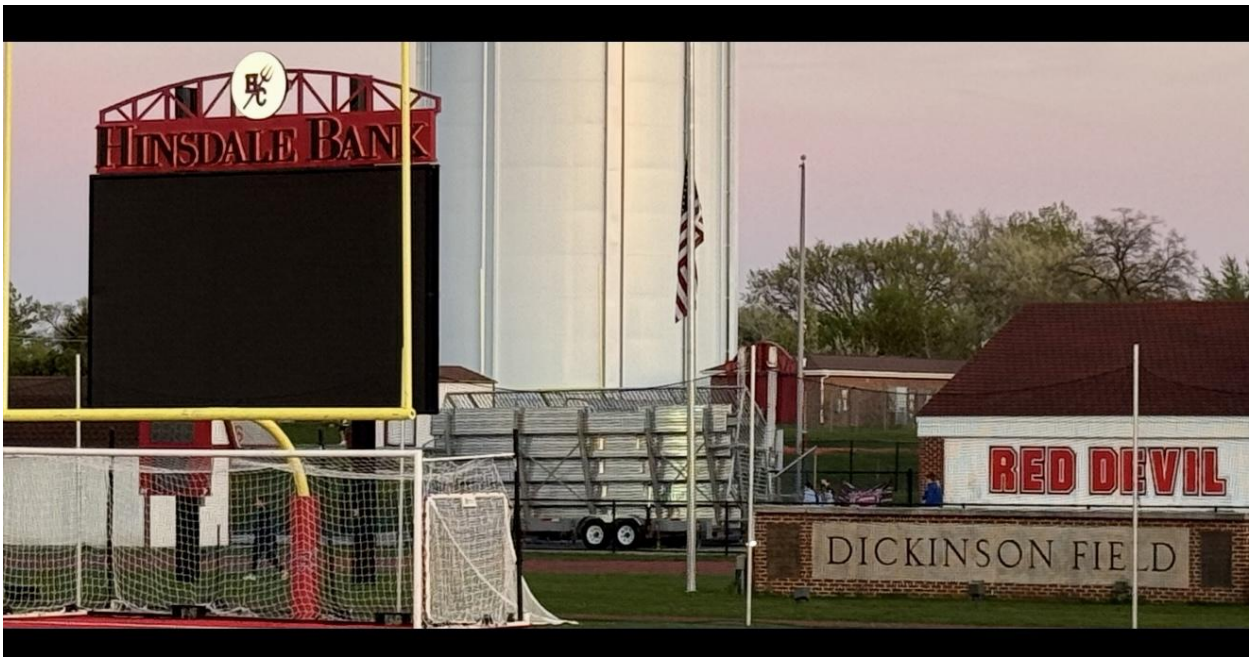
Committed to Excellence

Fiduciary | Conflict Free | Independent

Performance Wealth Partners, LLC is a registered investment advisor. Information in this message is for the intended recipient[s] only. Performance Wealth Partners, LLC often communicates with its clients and prospective clients through email and other electronic means. Your privacy and security are very important to us. Performance Wealth Partners, LLC makes every effort to ensure that email communications do not contain sensitive information. If you are not the intended recipient of this communication, please delete and destroy all copies in your possession, notify the sender that you have received this communication in error, and note that any review or dissemination of, or the taking of any action in reliance on, this communication is expressly prohibited. We remind our clients and others not to send Performance Wealth Partners, LLC private information over email. If you have sensitive data to deliver, we can provide secure means for such delivery. Please note Performance Wealth Partners, LLC does not accept trading or money movement instructions via email. Please visit our website www.performancewealthpartners.com for important disclosures, including disclosures for any and all presented awards/rankings for advisory persons of Performance Wealth Partners, LLC.It is our policy to remain conflict free in our offering of investment advice. This means we do not solicit clients to purchase investments in which we or our related persons act as a partner or otherwise have a material interest, and we do not sell insurance products or securities for a commission. We are a fiduciary under law, and endeavor at all times to act in the best interests of our clients and put their interests first.
The information provided is for educational and informational purposes only and does not constitute investment advice and it should not be relied on as such. It should not be considered a solicitation to buy or an offer to sell a security. It does not take into account any investor's particular investment objectives, strategies, tax status or investment horizon. You should consult your attorney or tax advisor.
The views expressed in this commentary are subject to change based on market and other conditions. These documents may contain certain statements that may be deemed forward-looking statements. Please note that any such statements are not guarantees of any future performance and actual results or developments may differ materially from those projected. Any projections, market outlooks, or estimates are based upon certain assumptions and should not be construed as indicative of actual events that will occur.

Disclosure:

Performance Wealth Partners, LLC is a registered investment advisor. Information in this message is for the intended recipient[s] only. Information in this message is for the intended recipient[s] only. Performance Wealth Partners, LLC often communicates with its clients and prospective clients through email and other electronic means. Your privacy and security are very important to us. Performance Wealth Partners, LLC makes every effort to ensure that email communications do not contain sensitive information. If you are not the intended recipient of this communication, please delete and destroy all copies in your possession, notify the sender that you have received this communication in error, and note that any review or dissemination of, or the taking of any action in reliance on, this communication is expressly prohibited. We remind our clients and others not to send Performance Wealth Partners, LLC private information over email. If you have sensitive data to deliver, we can provide secure means for such delivery. Please note Performance Wealth Partners, LLC does not accept trading or money movement instructions via email. Please visit our website www.performancewealthpartners.com for important disclosures, including disclosures for any and all presented awards/rankings for advisory persons of Performance Wealth Partners, LLC.


HINSDALE BANK
RED DEVIL
DICKINSON FIELD


WE WILL
FOOTBALL
LACROSSE


SUSAN BONNEVIER
MEMORIAL SCOREBOARD
HOME
INNING
GUESTS
BALL
STRIKE
OUT
PITCHES
Liam Bresnahan MBA
@properties
PETTY & DRAGSTREM
ORTHODONTICS
BRACES INVISALIGN
708.246.4000
BILLY BRICKS
WOOD FIRED PIZZA


PETTY & DRAGSTREM
ORTHODONTICS
BRACES INVISALIGN
708.246.4000
Liam Bresnahan MBA
@properties
Robinson
Accounting & Tax, LLC
SMILES & CO.


EVERY SEASON STARTS AT
DICK'S
SPORTING GOODS
205
ASPIRED LIVING
OF LA GRANGE
a Senior Lifestyle community


Waterman Bank
Mortgage

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

I, _____, the authorized agent / official of Western Springs Little League, have read and understand each of the above terms, conditions, obligations and provisions contained in this Ordinance, and I represent that Western Springs Little League agrees to be bound by the same.

By:_____

Name: _____

Title:_____

Authorized Agent / Official of Western Springs Little League

Date:_____, 2025.

ATTEST:

By:_____
Notary Public

Date:_____, 2025.

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

I, _____, the authorized agent / official of Western Springs Park District have read and understand each of the above terms, conditions, obligations and provisions contained in this Ordinance, and I represent that Western Springs Park District agrees to be bound by the same.

By:_____

Name: _____

Title:_____

Authorized Agent / Official of Western Springs Park District

Date:_____, 2025.

ATTEST:

By:_____
Notary Public

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

ORDINANCE NO. 25-_____

AN ORDINANCE APPROVING AN AMENDMENT TO THE CONDITIONAL USE PERMIT THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A MULTI-USE SOFTBALL FIELD AND WESTERN SPRINGS LITTLE LEAGUE SIGNAGE AT 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 17th day of November, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 17th day of November, 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 1st day of December, 2025.

_____
Edward Tymick, Village Clerk

[SEAL]