



AGENDA

BOARD OF TRUSTEES

Regular Meeting: December 15, 2025 at 7:00 PM

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

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Heidi Rudolph , Village President

Amy Avakian, Trustee

Nicole Chen, Trustee

Alan Fink, Trustee

Scott Lewis, Trustee

Karen Martin, Trustee

Phil Nawrocki, Trustee

4. Public Comment

5. Approval of Meeting Minutes

A. December 1, 2025 President and Board of Trustees meeting minutes. (Omnibus Item)

6. General Government Committee Report (Trustee Chen)

A. [Previously discussed] Second Amendment to Consulting Services with MGT Impact Solutions, LLC (Omnibus Item)

7. Finance Committee Report (Trustee Martin)

A. [Previously discussed] 2025 Property Tax Levy (Omnibus Item)

B. [Previously discussed] 2026 Budget (Omnibus Item)

8. Planning and Zoning Committee Report (Trustee Fink)

A. [Previously discussed] 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 (Omnibus Item)

B. [Previously discussed] 2026 Professional Services Agreement with V3 Companies for Construction Observation related to the Timber Trails Subdivision (Omnibus Item)

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

A. [Previously discussed] Hillgrove Avenue Improvements - Resolution of Support for Surface Transportation Program (STP) Grant Application (Omnibus Item)

B. [Previously discussed] Woodland Avenue Reconstruction Project - Recommendation of Contract

Award to G & M Cement Construction (Omnibus Item)

- C. [Previously discussed] Professional Services Agreement with HR Green, Inc. for Construction Observation Services for the Woodland Avenue Reconstruction Project (Omnibus Item)

10. Properties & Recreation Committee Report (Trustee Nawrocki)

- A. [Previously discussed] Approval of Contract with SW Cleaning Service for 2026 Janitorial Maintenance Services (Omnibus Item)

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

12. Consideration of and Action on Agenda Items

13. Explanation of Omnibus Voting Procedure

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

14. Consideration of an Omnibus Vote

- A. A motion to approve the President and Board of Trustees November 17, 2025 and December 1, 2025 meeting minutes as read.
- B. Ordinance No. 25-3300
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)
- C. Ordinance No. 25-3301
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
- D. Ordinance No. 25-3302
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
- E. Ordinance No. 25-3303
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
- F. Ordinance No. 25-3304
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

- G. Ordinance No. 25-3305
Ordinance approving the Village of Western Springs Fiscal Year 2026 Annual Budget (beginning January 1, 2026 and ending December 31, 2026)
- H. Resolution No. 25-2964
A Resolution approving and authorizing a second amendment to the Employee Leasing Agreement between the Village of Western Springs and MGT Impact Solutions, LLC to retain the services of a part-time Recreation Consultant and a part-time Human Resources Project Manager
- I. Resolution No. 25-2965
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)
- J. Resolution No. 25-2966
A Resolution approving and authorizing the execution of an updated Professional Services Agreement between the Village of Western Springs and V3 Companies for the performance of construction observation and closeout / acceptance services related to the Timber Trails Subdivision
- K. Resolution No. 25-2967
A Resolution authorizing the approval, execution and submittal of an application for federal participation (West Central Municipal Conference - 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
- L. Resolution No. 25-2968
A Resolution accepting the lowest cost, qualified, responsive bid and authorizing the execution of an agreement to be entered into between the Village of Western Springs and G&M Cement Construction of Addison, Illinois for the Woodland Avenue Reconstruction Project (47th Street to Burlington Avenue) and authorizing the expenditure of Village funds to pay for the project in an amount not to exceed \$2,992,348.05
- M. Resolution No. 25-2969
A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and HR Green, Inc. of Chicago, Illinois for construction observation services for the Woodland Avenue Reconstruction Project (47th Street to Burlington Avenue)
- N. Resolution No. 25-2970
A Resolution accepting the lowest cost, qualified, responsive bid and authorizing the execution of an agreement to be entered into between the Village of Western Springs and SW Cleaning Service of Rolling Meadows, Illinois for janitorial maintenance services and authorizing the expenditure of Village funds to pay for the services in an amount not to exceed \$92,554.00

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

16. Other Business

- A. Ordinance No. 25-3306
An Ordinance Implementing a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax in the Village of Western Springs

Second to the motion. Roll call vote.

17. Reports

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

18. Closed Meeting (If needed)

19. Adjournment

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, December 1, 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
Jeff Koza, Director of Engineering
Sean Gilhooley, Director of Law Enforcement
Kelsey Fawell, Senior Planner
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.

ROLL CALL

Roll call as noted above.

PUBLIC COMMENT

President Rudolph noted that public comment regarding the Western Springs Park District item regarding the softball field and signage will take place when we get to that item on the agenda.

No public comment was made at this time.

TRUTH IN TAXATION PUBLIC HEARING REGARDING THE 2025 PROPERTY TAX LEVY

Manager Baer gave a presentation regarding the Village of Western Springs 2025 property tax levy. Deputy Manager Biernacki presented the Thomas Ford Memorial Library tax levy on behalf of Library Director Ted Bodewes.

Trustee Martin made a motion to place the following ordinances on the December 15, 2025 agenda for action:

- 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.

Motion seconded by Trustee Lewis. Motion passed unanimously on a roll call vote.

Trustee Martin made a motion to close the public hearing regarding the 2025 property tax levy, seconded by Trustee Lewis. Motion passed unanimously on a voice vote.

TRUTH IN TAXATION PUBLIC HEARING REGARDING THE 2026 BUDGET

Manager Baer and Deputy Manager Biernacki gave a presentation regarding the proposed Village of Western Springs 2026 budget.

Trustee Martin made a motion to place the following ordinances on the December 15, 2025 agenda for action:

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

Motion seconded by Trustee Lewis. Motion passed unanimously on a roll call vote.

APPROVAL OF MEETING MINUTES

The November 17, 2025 President and Board of Trustees meeting minutes were approved as read and will be placed on the December 15, 2025 omnibus for action.

GENERAL GOVERNMENT COMMITTEE REPORT

Trustee Chen reported that the General Government Committee discussed and recommends an amendment to the consulting services agreement with MGT Impact Solutions, LLC.

FINANCE COMMITTEE REPORT

No report.

PLANNING AND ZONING COMMITTEE REPORT

Trustee Fink reported that the Planning and Zoning Committee discussed and recommends the Timber Trails Subdivision Supplemental Letter Agreement for the sale and development of eleven unfinished lots by McNaughton Builders.

Trustee Fink reported that the Planning and Zoning Committee discussed and recommends 2026 Professional Services Agreement with V3 Companies for construction observation for the Timber Trails Subdivision.

PUBLIC WORKS & WATER COMMITTEE REPORT

Trustee Lewis reported that the Public Works and Water Committee discussed and recommends a resolution of support for the Surface Transportation Program (STP) Grant Application for Hillgrove Avenue roadway and streetscape improvements.

Trustee Lewis reported that the Public Works and Water Committee discussed and recommends a contract with G & M Cement Construction and HR Green for construction observation services related to the Woodland Avenue Reconstruction Project.

PROPERTIES & RECREATION COMMITTEE REPORT

Trustee Nawrocki reported that the Properties and Recreation Committee discussed and recommends the approval of contract with SW Cleaning Service for 2026 janitorial maintenance services for various Village buildings.

Trustee Nawrocki reported that the Properties and Recreation Committee discussed and recommends the renewal of the Right of Way Use License and Fiber Optic Cable Agreement between the Village of Western Springs and MCImetro Access Transmission Services, LLC (MCImetro/Verizon).

PUBLIC HEALTH & SAFETY COMMITTEE REPORT

No report.

UNFINISHED BUSINESS

Trustee Fink reported that after discussions with the Village Manager it was suggested to take separate action on the Western Springs Little League application regarding the Spring Rock Park Championship sign and softball field. Trustee Fink made a motion to consider the construction of the softball field along with conditions A-E of Section 3 of the proposed ordinance which encompasses the conditions for the construction of the softball field.

Trustee Chen seconded the motion. Public comment took place regarding the softball field parking lot. Motion passed unanimously on a roll call vote.

Village Attorney Jurusik gave a background on the original approval of the Championship Sign in Spring Rock Park indicating that the approval was for a one-sided sign with no expansion. Public comment took place regarding the Spring Rock Park Championship sign with commenters expressing their support for their application. Village Attorney Jurusik offered three options for this item going forward, approve, deny, or remand back to Plan Commission.

Village Board elected to remand this item back to Plan Commission with direction. Trustee Martin made a motion to remand the second part of the Western Springs Little League application for the Championship Sign conditional use permit back to Plan Commission for reconsideration of a sign plan. Trustee Lewis seconded the motion. Motion passed unanimously on a roll call vote.

REPORTS

Monthly Financial Report (Trustee Martin)

No report.

Village President Rudolph

No report.

Village Manager Baer

Manager Baer indicated that leaf collection has been suspended due to snow as our equipment had to be outfitted for salt spreaders to snowplows. The Village will likely not return to leaf collection due to the forecasted weather.

Manager Baer also reported that our holiday light recycling is ongoing through January 31 at Village True Value, Village Hall and Thomas Ford Memorial Library. Manager Baer also reported that Breakfast with Buddy the Elf is taking place at the Recreation Center, as well as extended open gyms during the Thanksgiving and Holiday break.

Village Attorney Skrodzki

No report.

ADJOURNMENT

Trustee Chen made a motion to adjourn, seconded by Trustee Nawrocki. Motion passed on a unanimous voice vote. Meeting adjourned at 8:45 p.m.

Submitted by:

Jill Izzo
Deputy Village Clerk

DRAFT



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 15, 2025

AGENDA ITEM 6.A.

To: Board of Trustees

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager

RE: [Previously discussed] Second Amendment to Consulting Services with MGT Impact Solutions, LLC (Omnibus Item)

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. The Human Resources Project Manager annual rate will increase from \$105.85/hr to \$110.08/hr and the Interim Director of Recreation from \$98.60/hr to \$101.50/hr.

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) - Update
3. MGT-Western Springs-Exhibit B - Flores (1-2026)
4. Resolution No. 25-____ re Amendment of Employee Leasing Agreement with MGT Impact Solutions LLC for 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, Nawrochi, 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: Arakian, Chen, Rudolph, Nawrothi, 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, 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. Client 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

EFFECTIVE 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: \$110.08/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 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 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.

**DRAFT 12.15.2025
RESOLUTION NO. 25-????**

VOTE:
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: December 15, 2025.

**A RESOLUTION APPROVING AND AUTHORIZING
A SECOND AMENDMENT TO THE EMPLOYEE
LEASING AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND MGT IMPACT
SOLUTIONS, LLC TO RETAIN THE SERVICES OF A
PART-TIME RECREATION CONSULTANT AND A
PART-TIME HUMAN RESOURCES PROJECT
MANAGER**

WHEREAS, on January 27, 2025 the President and Board of Trustees of the Village of Western Springs (the “Village Board” or “Village”) passed Resolution No. 25-2869 authorizing the attached agreement entitled “EMPLOYEE LEASING AGREEMENT WITH MGT IMPACT SOLUTIONS, LLC” (the “Agreement”) between the Village and MGT Impact Solutions, LLC (the “Consultant”) to retain the services of an HR Project Manager to work for the Village on a part-time basis. A copy of the Agreement is attached hereto as part of **Group Exhibit “1”** and made a part hereof; and

WHEREAS, on March 24, 2025 the President and Board of Trustees of the Village of Western Springs (the “Village Board” or “Village”) passed Resolution No. 25-2894 authorizing a first amendment to the agreement between the Village and the Consultant entitled “FIRST AMENDMENT TO EMPLOYEE LEASING AGREEMENT WITH MGT IMPACT SOLUTIONS, LLC” (the “Agreement”) to retain the services of an Recreation Consultant to work for the Village on a part-time basis. A copy of the First Amendment to the Agreement is attached hereto as part of **Group Exhibit “1”** and made a part hereof; and

WHEREAS, the Village and the Consultant now desire to enter into a second amendment to the Agreement to extend the services of both the Village’s HR Project Manager and Recreation Consultant to work for the Village on a part-time basis in the 2026 calendar year. A copy of the Second Amendment to the Agreement is attached hereto as **Exhibit “2”** and made a part hereof; and

WHEREAS, the Second Amendment provides for a term of temporary employment from January 3, 2026 to January 1, 2027 (the “Term”), and contemplates that the Human Resource Project Manager will perform on average approximately ten (10) hours of work per week for the Village. The “Base Compensation” as defined in the Second Amendment that is payable to the Consultant for each hour worked by the Assigned Employee under the Second Amendment is \$110.08 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 Second Amendment; and

WHEREAS, the Second Amendment provides for a term of temporary employment from January 3, 2026 to January 1, 2027 (the “Term”), and contemplates that the Recreation Consultant will perform on average approximately thirty (30) hours of work per week for the Village. The “Base Compensation”, as defined in the Second Amendment, that is payable to the Consultant for each hour worked by the Assigned Employee under the Second Amendment 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 “B”** of the Second Amendment; and

WHEREAS, the Consultants desire to enter into the attached Second Amendment for the purpose of providing the services customarily associated with the position of a Recreation Consultant and Human Resource Project Manager in accordance with the terms, provisions and conditions set forth in the attached Second Amendment; and

WHEREAS, at open public meetings held on December 1, 2025 and December 15, 2025, the President and Board of Trustees of the Village reviewed and discussed the Second Amendment and received input from the Committee and Village staff and provided an opportunity for public input on the matter. At its December 15, 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 Second Amendment; 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 Second Amendment.

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 Second Amendment and Other Related Documents. The President and Board of Trustees of the Village approve the attached Second Amendment to the Agreement, substantially in the form attached hereto as **Exhibit "2"**, 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 Amendment. 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 Second Amendment.

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 Amendment, 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 Amendment.

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 Amendment 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 15th day of December, 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 15th day of December, 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

Group Exhibit "1"

EMPLOYEE LEASING AGREEMENT WITH MGT IMPACT SOLUTIONS, LLC

and

**AMENDMENT TO THE EMPLOYEE LEASING AGREEMENT BETWEEN
THE VILLAGE OF WESTERN SPRINGS AND MGT IMPACT SOLUTIONS, LLC
TO RETAIN THE SERVICES OF A PART-TIME RECREATION CONSULTANT**

(attached)

Exhibit "2"

**SECOND AMENDMENT TO THE EMPLOYEE LEASING AGREEMENT BETWEEN
THE VILLAGE OF WESTERN SPRINGS AND MGT IMPACT SOLUTIONS, LLC
TO RETAIN THE SERVICES OF A PART-TIME RECREATION CONSULTANT**

Exhibit "A"

ASSIGNED EMPLOYEE AND BASE COMPENSATION FOR 2026 FOR THE HR PROJECT MANAGER

(attached)

Exhibit "B"

ASSIGNED EMPLOYEE AND BASE COMPENSATION FOR 2026 FOR THE RECREATION CONSULTANT

(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-_____

**A RESOLUTION APPROVING AND AUTHORIZING
AN AMENDMENT TO THE EMPLOYEE LEASING AGREEMENT BETWEEN
THE VILLAGE OF WESTERN SPRINGS AND MGT IMPACT SOLUTIONS, LLC
TO RETAIN THE SERVICES OF A PART-TIME RECREATION CONSULTANT**

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 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 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: _____

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 _____ day of December, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 15, 2025

AGENDA ITEM 7.A.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: [Previously discussed] 2025 Property Tax Levy (Omnibus Item)

Recommendation

The Finance Committee and Board of Trustees recommends the approval of the 2025 Property Tax Levy.

Summary

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

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

The capped portion in the amount of \$7,459,231, has been increased by 4.65% or \$331,296, which assumes a 2.9% CPI and the 1.59% new growth increases. Pension costs increased substantially compared to the previous year. Specifically, the Police Pension contribution increased by \$186,567, due to actuarial experience, consisting of demographic changes and benefit payment experience. IMRF increased by \$8,927, due to an increase in IMRF's employer rate for the upcoming year. The pension costs account for 56% of the proposed increase resulting in an increase of about \$140,000 in the Corporate line of the Levy.

The non-capped portion in the amount of \$2,574,502, has been increased by \$871,013. This includes an increase of \$1,185,556 for the first bond issuance (\$15M) of the 2025 referendum. The Village's Bond Sale to occurred on November 10, 2025, and this amount represents the funds needed to make the needed debt payments occurring within 2026. There was a decrease due to the elimination of the Series 2012 GO Bonds from the levy (\$324,000). Debt service for the Series 2012 concluded in 2025.

In total, the proposed 2025 levy is \$10,033,733 and includes an increase of 13.61% or \$1,202,310.

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

The total levy requested from the Village and Library is \$12,125,063.

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

Financial Impact

The Levy is an important revenue stream to fund Village operations, debt service obligations, and other required expenditures.

Recommended Motion

Motion to approve the 2025 Property Tax Levy.

Strategic Plan Alignment

Financial Sustainability

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 15, 2025

AGENDA ITEM 7.B.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: [Previously discussed] 2026 Budget (Omnibus Item)

Recommendation

The Finance Committee and the Board of Trustees recommends the approval of the 2026 Budget.

Summary

On behalf of the Village staff, we are pleased to submit for your consideration the Proposed Annual Budget for the Fiscal Year 2026 beginning January 1 and ending December 31. The total expenditures for all funds are \$49,331,213.00 and total revenues are \$40,006,981.00. The preparation of this budget has been aligned with the available resources and is consistent with the Village Board's directives. The document provides a plan for high-quality, cost-effective services and is aligned with the Village Board's Strategic Goals. Staff will review details of the 2026 Budget at the Finance Committee meeting and a public hearing will be conducted on Monday, December 1, 2025.

Financial Impact

The budget authorizes and provides control for financial operations, and upon adoption, the expenditure levels in the budget are enacted into law through the appropriations ordinance.

Recommended Motion

I move to approve the 2026 Budget.

Strategic Plan Alignment

Financial Sustainability

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 15, 2025

AGENDA ITEM 8.A.

To: Board of Trustees

From: Heather Valone, AICP, Director of Community Development

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

RE: [Previously discussed] 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 (Omnibus Item)

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. The Village Board discussed the supplemental and draft resolution at their meeting on December 1, 2025, and directed Village staff and the Village Attorney to finalize the resolution for consideration.

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 . On the same day, the Village received the corresponding letter from TTDC related to the requested sale. The Planning and Zoning Committee reviewed the items and the draft resolution at their meeting on November 18, 2025, and recommended approval. The Village Board discussed the supplemental and draft resolution at their meeting on December 1, 2025, and directed Village staff and the Village Attorney to finalize the resolution for consideration.

Attachments

1. 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. Resolution

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. *** 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

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

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

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.

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

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)

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

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

1625 N BURLING, LLC
By: Its Manager

By: _____
Brian Taylor, its General Partner

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 December, 2025:

ACKNOWLEDGED AND AGREED
this ___ day of December, 2025:

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

MCNAUGHTON DEVELOPMENT, LLC,
an Illinois limited liability company

By: _____
Name: Heidi Rudolph
Its: Village President

By: 
Name: Paul McNaughton
Title: Member

Attest: _____
Name: Edward Tymick
Its: Village Clerk

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)

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.

<u>Lot No.</u>	<u>PIN</u>	<u>Address</u>	<u>SA 05-01 Release Amount</u>
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

EXHIBIT "B"

MCNAUGHTON ARCHITECTURAL DESIGN PLANS FOR
TIMBER TRAILS RESIDENTIAL HOME PRODUCTS

(attached)



Conceptual Plans For

TIMBER TRAILS

of WESTERN SPRINGS



CONCEPTUAL CHARACTER ELEVATION

FERGON
ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.3446 phone

**McNAUGHTON
DEVELOPMENT**
11829 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

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**TIMBER TRAILS,
WESTERN SPRINGS**



CONCEPTUAL CHARACTER ELEVATION

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708.352.5448 phone

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WESTERN SPRINGS**



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**TIMBER TRAILS,
WESTERN SPRINGS**



ASHFORD – ELEVATION A
RANCH

CONCEPTUAL PLAN

FERGUSON
ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.5446 phone

**McNAUGHTON
DEVELOPMENT**
11825 JACOBSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
FAX: 630.325.3402

**TIMBER TRAILS,
WESTERN SPRINGS**



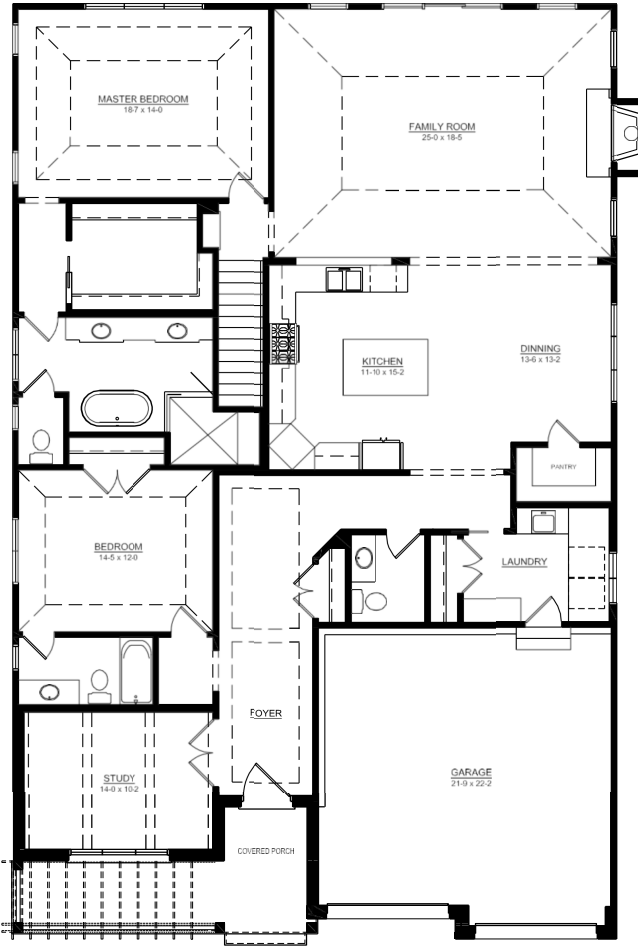
ASHFORD – ELEVATION B
RANCH

CONCEPTUAL PLAN

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ARCHITECTS LLC
434 North Dover Avenue
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**TIMBER TRAILS,
WESTERN SPRINGS**



FIRST FLOOR PLAN

CONCEPTUAL FLOOR PLAN – ASHFORD: RANCH

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

**McNAUGHTON
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**TIMBER TRAILS,
WESTERN SPRINGS**



BRUNSWICK – ELEVATION A
RANCH

CONCEPTUAL PLAN

FERGON
ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.5448 phone

**McNAUGHTON
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**TIMBER TRAILS,
WESTERN SPRINGS**



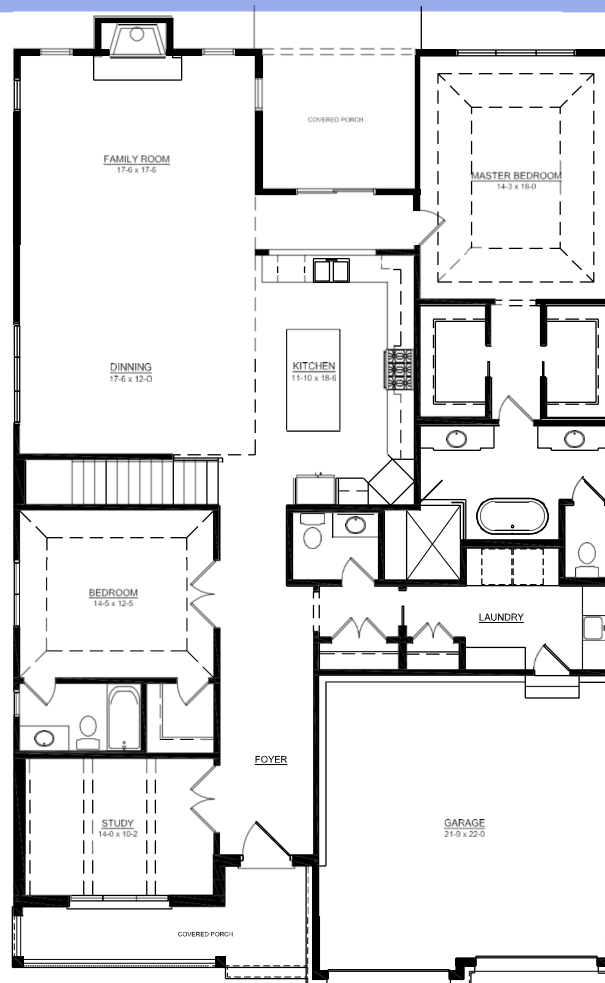
BRUNSWICK – ELEVATION B
RANCH

CONCEPTUAL PLAN

FERGUSON
ARCHITECTS LLC
434 North Dover Avenue
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**McNAUGHTON
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PHONE: 630.325.3400
FAX: 630.325.3402

**TIMBER TRAILS,
WESTERN SPRINGS**



FIRST FLOOR PLAN

CONCEPTUAL FLOOR PLAN – BRUNSWICK: RANCH

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

**McNAUGHTON
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113229 JACKSON STREET
BURR RIDGE, IL 60527
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**TIMBER TRAILS,
WESTERN SPRINGS**



ESSEX – ELEVATION A
RANCH

CONCEPTUAL PLAN

FERGUSON
ARCHITECTS LLC
434 North Dover Avenue
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**TIMBER TRAILS,
WESTERN SPRINGS**



ESSEX – ELEVATION B
RANCH

CONCEPTUAL PLAN

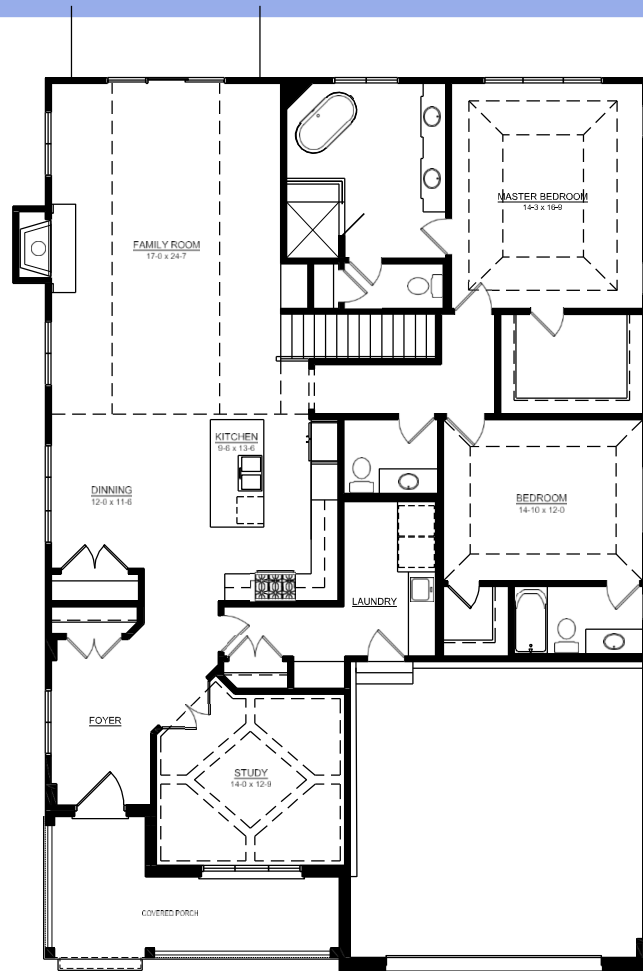


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**TIMBER TRAILS,
WESTERN SPRINGS**



FIRST FLOOR PLAN

CONCEPTUAL FLOOR PLAN – ESSEX: RANCH

FERGUSON
ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.5446 phone

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**TIMBER TRAILS,
WESTERN SPRINGS**



FENWICK – ELEVATION B
RANCH

CONCEPTUAL PLAN

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ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.5446 phone

**McNAUGHTON
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**TIMBER TRAILS,
WESTERN SPRINGS**



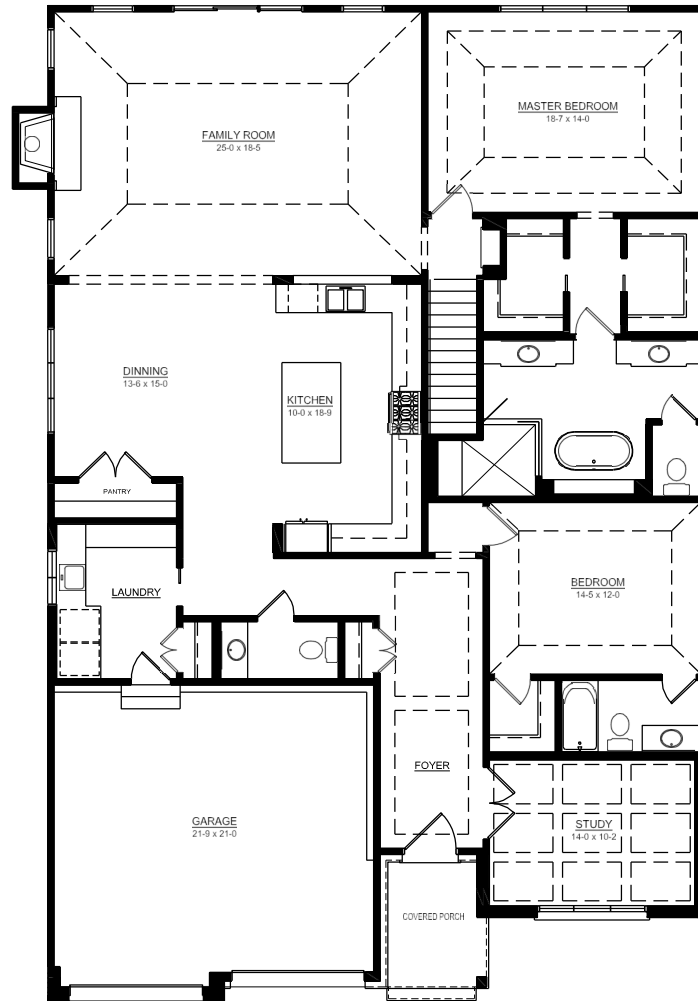
FENWICK- ELEVATION B
RANCH

CONCEPTUAL PLAN

FERGON
ARCHITECTS LLC
434 North Dover Avenue
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708.352.3446 phone

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**TIMBER TRAILS,
WESTERN SPRINGS**



FIRST FLOOR PLAN

CONCEPTUAL FLOOR PLAN – FENWICK: RANCH



434 North Dover Avenue
 La Grange Park, Illinois 60526
 708.352.3446 phone

**McNAUGHTON
 DEVELOPMENT**

11323 JACOBSON 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
708.352.8448 phone

**McNAUGHTON
DEVELOPMENT**
11829 JACKSON STREET
BURR RIDGE, IL 60527
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**TIMBER TRAILS,
WESTERN SPRINGS**



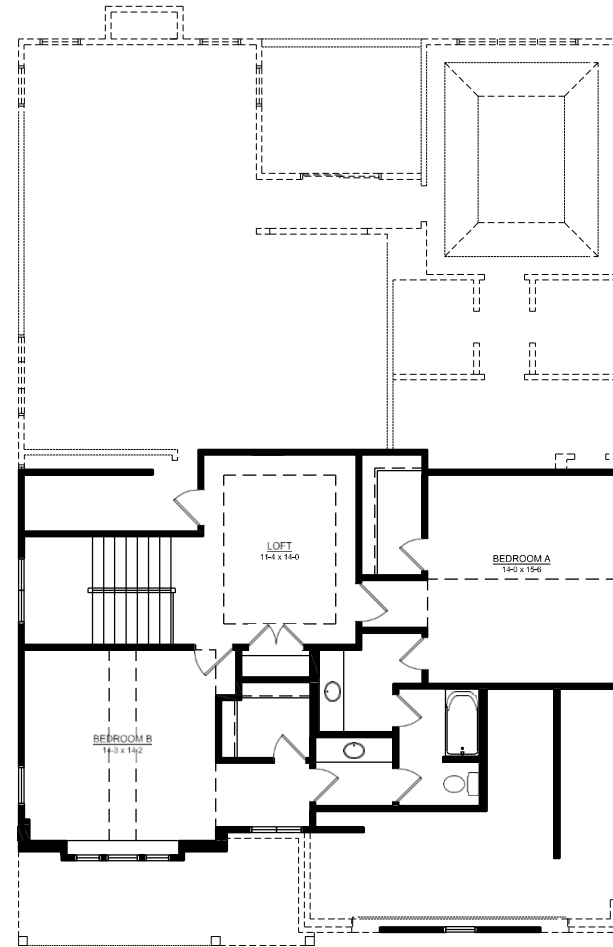
ASTORIA – ELEVATION B
1ST FLOOR MASTER

CONCEPTUAL PLAN

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

**McNAUGHTON
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**TIMBER TRAILS,
WESTERN SPRINGS**



CONCEPTUAL FLOOR PLAN – ASTORIA: 1ST FLOOR MASTER

FERGUSON
ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60525
708.352.3446 phone

**McNAUGHTON
DEVELOPMENT**
11829 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

FERGUSON
ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.3446 phone

**McNAUGHTON
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**TIMBER TRAILS,
WESTERN SPRINGS**



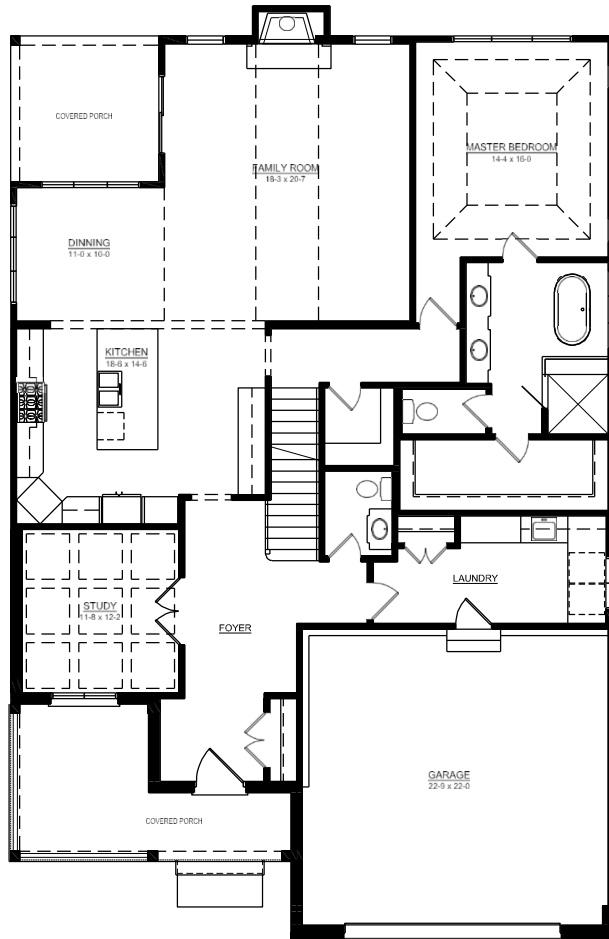
BOSTONIAN – ELEVATION B
1ST FLOOR MASTER

CONCEPTUAL PLAN

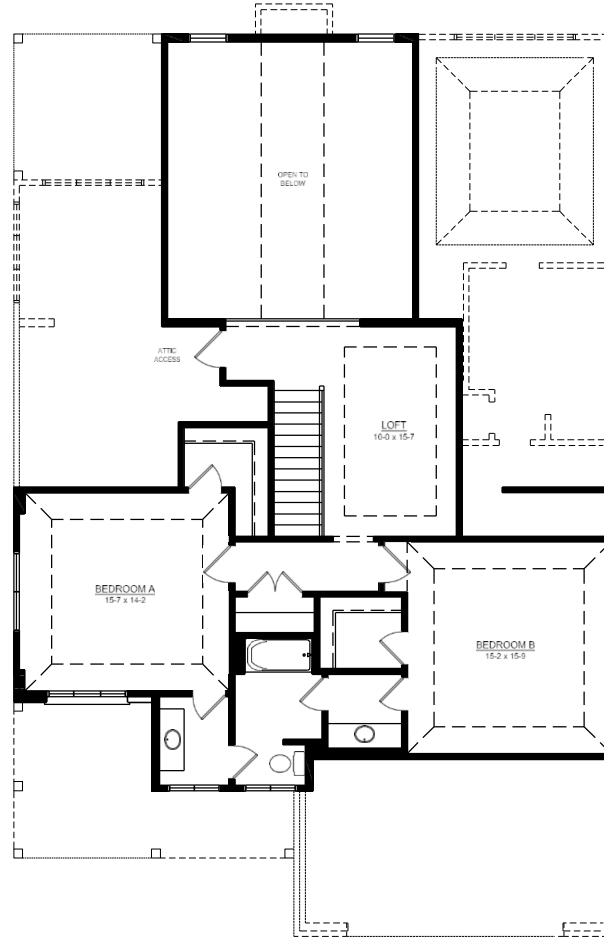
FERGUSON
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434 North Dover Avenue
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**McNAUGHTON
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11229 JACKSON STREET
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PHONE: 630.325.3400
FAX: 630.325.3402

**TIMBER TRAILS,
WESTERN SPRINGS**



FIRST FLOOR PLAN



SECOND FLOOR PLAN

CONCEPTUAL FLOOR PLAN – BOSTONIAN: 1ST FLOOR MASTER

FERGUSON
ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.3446 phone

**McNAUGHTON
DEVELOPMENT**
11323 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
708.352.5446 phone

**McNAUGHTON
DEVELOPMENT**
11229 JACKSON STREET
BURR RIDGE, IL 60527
PHONE: 630.325.3400
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**TIMBER TRAILS,
WESTERN SPRINGS**



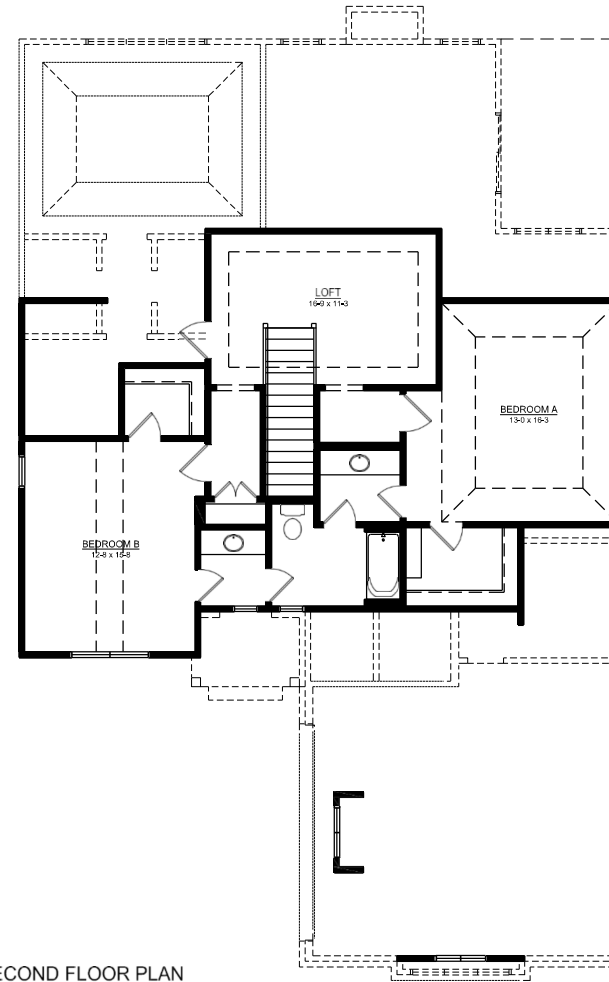
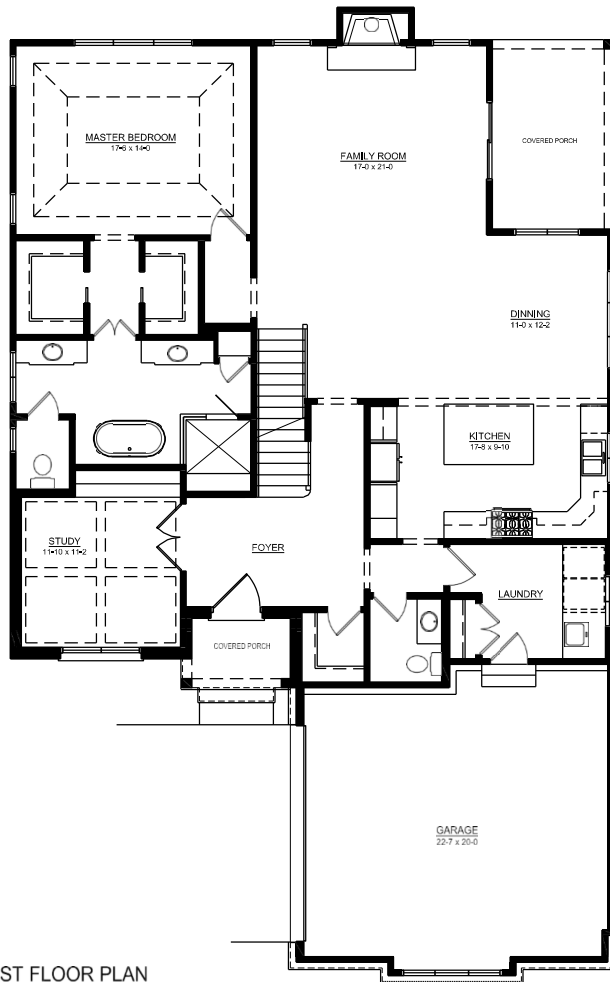
CARLISLE – ELEVATION B
1ST FLOOR MASTER

CONCEPTUAL PLAN

FERGON
ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.8448 phone

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**TIMBER TRAILS,
WESTERN SPRINGS**



CONCEPTUAL FLOOR PLAN - CARLISLE: 1ST FLOOR MASTER

FERGUSON
ARCHITECTS LLC
434 North Dover Avenue
La Grange Park, Illinois 60526
708.352.3446 phone
708.352.3446 fax

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PHONE: 630.325.3400
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**TIMBER TRAILS,
WESTERN SPRINGS**

EXHIBIT "C"

TIMBER TRAILS PLAN REVIEW PERMIT FEES AND CLOSING FEES

(attached)

REVIEW FEES - TIMBER TRAILS

Sept 14, 2007 Village Letter to Dartmoor
 Sept 24, 2007 Addendum to Annexation Agreement
 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

TOWN HOME (4 Unit) FEE ANALYSIS

1 Lot, 4 Units per Ltr. Agmnt 4 Lots, 4 Units ^ Consult only 4 Lots, 4 Units ^ All Fee's

Year	JJB		UFM		KTJ		Village Single Family		Village Town Home		S. Family Permit Fee per unit	Town Home Permit Fee per unit	T. H. Fee Per Unit	Total T.H. Per Unit. Basis	T. H. Fee Per Unit	Total T.H. Per Build. Basis	T. H. Fee Per Unit
	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



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 15, 2025

AGENDA ITEM 8.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: [Previously discussed] 2026 Professional Services Agreement with V3 Companies for Construction Observation related to the Timber Trails Subdivision (Omnibus Item)

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

Motion to approve the updated professional services agreement with V3 Companies for the performance of Construction Observation and Closeout/Acceptance Services related to the Timber Trails Subdivision.

Strategic Plan Alignment

N/A

File Attachments

- 1. Resolution No. 2025- ____ re Updated PSA with V3 for Construction Observation and Development Closeout Acceptance Services Relat
- 2. Exhibit A - Timber Trails 2026 Task Order Update 2025 1013
- 3. Exhibit 1 - Rider to Updated PSA for Design Services with V3 Companies for Timber Trails Construction Observation and Closeout A

Draft 12.15.2025

RESOLUTION NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: December 15, 2025

OTHER: None.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN UPDATED PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND V3 COMPANIES FOR THE PERFORMANCE OF CONSTRUCTION OBSERVATION AND CLOSEOUT / ACCEPTANCE SERVICES RELATED TO THE TIMBER TRAILS SUBDIVISION.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (“Village Board”) and V3 Companies (“Engineer”) desire to enter into an updated version of a Professional Services Agreement for Construction Observation and Development Closeout / Acceptance Services and an updated version of its Exhibit “1” entitled “Updated Rider to Professional Services Agreement Between The Village Of Western Springs and V3 Companies”, copies of which are attached hereto as **Group Exhibit “A”** and made a part hereof (collectively the “Updated PSA”). With the passage of Resolution No. 23-2717 on February 27, 2023, the Village Board approved and entered into the original Professional Services Agreement for Construction Observation and Development Closeout / Acceptance Services and the original Rider to Professional Services Agreement Between The Village Of Western Springs and V3 Companies, and with the passage of Resolution No. 24-2812 on June 17, 2024, said original Professional Services Agreement was initially updated; and

WHEREAS, the Services will be performed relative to construction observation and supervision and closeout / acceptance services related to the Timber Trails Subdivision. The Village’s previous Engineer, James J. Benes and Associates, ceased operations as of the end of January, 2023. However, it appears that the Timber Trails Subdivision will not be completed for several more years, which requires the hiring of the Engineer to assist the Village Engineer with monitoring construction and the public infrastructure closeout / acceptance process within the Subdivision. The Engineer’s scope of work will include monitoring construction completion and the public infrastructure closeout / acceptance process to ensure that all infrastructure improvements, whether they will be privately owned and maintained or which will ultimately be owned by the Village and become the Village’s responsibility to maintain, are constructed to Village approved plans and specifications (the “Services”). The Services are set forth in more detail in the attached Updated PSA; and

WHEREAS, the Engineer’s fees to perform the Services are based on as-needed hourly billing and are set forth in the Updated PSA. The hourly rates and fees set forth in the Updated PSA pertain to Services to be performed in 2026, and it is anticipated that the annual fee under this Agreement will exceed \$10,000.00. However, the actual expenditure will be on an hourly basis and will depend on the construction activities occurring in the Timber Trails Subdivision. All invoices will be reviewed by staff and by the Board of Local Improvements (“BOLI”). The Engineer’s fees will be paid from the Village’s General Fund and/or monies from other lawful sources, subject to reimbursement from the Developer’s Security and Plan Review Fees; and

WHEREAS, at an open public meeting held on November 18, 2025, the Planning and Zoning Committee (the “Committee”) reviewed the terms of the attached Updated PSA, and received input from the Village staff and provided an opportunity for input from the public on the matter, and then the Committee favorably recommended that the Village Board approve the Updated PSA; and

WHEREAS, at an open public meetings held on December 1, 2025 and December 15, 2025, the Village Board reviewed and discussed the proposed Services, and the Updated PSA, and the Committee’s recommendation, and received input from the Village staff and provided an opportunity

for input from the public on the matter. At its December 15, 2025 meeting, the Village Board accepted the Committee's recommendation to approve and enter into the Updated PSA; and

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

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

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

SECTION 2: Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the attached Updated PSA and its Updated Rider (Exhibit "1") copies of which are attached hereto as **Group Exhibit "A"** and made a part hereof. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute the final version of the Updated PSA, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees also authorize, approve 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 Updated PSA.

SECTION 3: Approval of Expenses. 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 Updated PSA.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Updated PSA by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of one (1) certified copy of this Resolution and an executed version of the attached Updated PSA to the Engineer.

SECTION 5: 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 Special Meeting thereof, held on the 15th 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

Group Exhibit "A"

**Updated Professional Services Agreement
Between The Village Of Western Springs And V3 Companies
In Regard To Construction Observation and Closeout/Acceptance Services
Relating to the Timber Trails Subdivision**

and

Exhibit "1"

**Rider to Updated Professional Services Agreement
Between The Village of Western Springs and
V3 Companies In Regard To Construction Observation and Closeout / Acceptance Services
Relating to the Timber Trails Subdivision**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN UPDATED PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF WESTERN SPRINGS AND V3 COMPANIES
FOR THE PERFORMANCE OF CONSTRUCTION OBSERVATION AND
CLOSEOUT / ACCEPTANCE SERVICES RELATED TO THE TIMBER TRAILS SUBDIVISION**

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



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 most 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: _____

Project Schedule for TIMBER TRAILS U1 PUNCHLIST WORK & U2 COMPLETION

Last Revised October 3, 2025

Start Date: October 11, 2024

DESCRIPTION UNIT PUNCHLIST	2024												2025												2026											
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT											
STORM SEWER DRAINAGE																																				
Remove and Replace Structure																																				
Install New Frame and Grate																																				
Clean U1 Structures, except Siphon																																				
Re Mortar Structures																																				
STREET LIGHTING / SIGNAGE																																				
Light Pole Repairs																																				
Common Area Lighting Removal																																				
New Signage Foundations and Signage																																				
Sign Base Repairs																																				
Light and Sign Pole Painting																																				
Pavement Marking (stop bars)																																				
WATERMAIN																																				
Adjust Valve Boxes																																				
Adjust Hydrants																																				
SANITARY SEWER																																				
Sanitary Manhole Clean and Mortar																																				
Replace San. Manhole Lids																																				
PAVEMENT CURBS AND WALKS																																				
Pavement Patching																																				
Path HMA Patch and Surface																																				
Remove and Replace B6.12 Curb and Gutter																																				
Remove and Replace SF FCC 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																																				
Outlet B - Wet Basin Tree and Invasive weed removals																																				
Outlet X - Subject to Tolway plan approval and Schedule																																				
Re-use 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																																				
STREET LIGHTING / SIGNAGE																																				
LANDSCAPE																																				

- NOTES:
- All work is subject to weather conditions, Force Majeure, Material Shortages and Lead Times
 - Outlet X repairs and restoration are subject to Village approved Tolway improvements and ongoing Tolway design work
 - Landscape Restoration will follow each category on an ongoing basis when and where needed.
 - Outlet X acceptance shall be with Unit 2 along with the siphon and associated structures.
 - It is agreed that completion of work and documentation with the approved plans and shall require rework prior to Village acceptance of the improvements.
 - Work paused Apr, May, Jun due to serious family illness

Scheduled Work
Progress
Delayed Due to Weather, Materials or Lead Time

EXCESS TOP SOIL REMOVAL STARTED MID MARCH

Exhibit "1"

**Rider to Updated Professional Services Agreement
Between the Village of Western Springs and V3 Companies
in Regard to Construction Observation and
Closeout / Acceptance Services for the Timber Trails Subdivision**

(attached)

**Rider to
Updated Professional Services Agreement
Between the Village of Western Springs And V3 Companies
in Regard to Construction Observation and
Closeout / Acceptance Services Related to the Timber Trails Subdivision**

The Terms and Conditions of the Professional Services Agreement (“PSA” or “Agreement”) are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit “1”. In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
- (2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 “any auto”;
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker’s Compensation and Employers’ Liability: Worker’s Compensation limits as required by the Labor Code of the State of Illinois and Employers’ Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the "Village Affiliates") are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.
- (d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

- (3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and polices and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.

3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors.
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.
9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all

costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.

10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.
16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the

ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.
19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

- a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager
 - b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
 - d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
 - e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER'S policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

- (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)
 - (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.
3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs

in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: December, 2025



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 15, 2025

AGENDA ITEM 9.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: [Previously discussed] Hillgrove Avenue Improvements - Resolution of Support for Surface Transportation Program (STP) Grant Application (Omnibus Item)

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 Oversight) 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. Resolution No. 25-____ IDOT Local Public Agency Funding Matching for Hillgrove STP Grant Application (BOT Appr. 12.15.25)(2075174.1)
2. Exhibit A - DRAFT_STP-L Application_Hillgrove Avenue_Western_Springs

DRAFT 12.15.2025
RESOLUTION NO. 25-????

VOTE:
AYES: _____
NAYS: _____
ABSTAIN: _____
ABSENT: _____
DATE: December 15, 2025.
OTHER: _____.

A RESOLUTION AUTHORIZING THE APPROVAL, EXECUTION AND SUBMITTAL OF AN APPLICATION FOR FEDERAL PARTICIPATION (WEST CENTRAL MUNICIPAL CONFERENCE - 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 \$11,677,822.00. 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 \$8,677,822.00 ("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 meetings held on December 1, 2025, and December 15, 2025 the President and Board of Trustees of the Village reviewed and discussed the Committee's recommendation, received input from the Village staff, and provided an opportunity for public input. At its December 15, 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 15th 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 CONFERENCE - 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 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 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



STP-L Application

Hillgrove Avenue Street &
Pedestrian Improvements
Village of Western Springs

DRAFT

V3 COMPANIES, LTD.

December 2025

eTIP Application Portal

DRAFT

< 05-26-0001 Hillgrove Avenue Street and Pedestrian Improvements

DRAFT Project ready to submit. Revision: CMAP / CFP / Central Council FFY 2027-31 CFP / Central Council FFY 2027-31 CFP Last edited: Nicole Petrone (12/05/2025)

EDIT SUBMIT FOR REVIEW

- PROGRAMMING OBLIGATION MAP IDS / CONTACTS ATTACHMENTS REVISION HISTORY PROJECT QUESTIONS SCHEDULE INFO RELATED PROJECTS DELIVERY

Project Administration

Plan Revision *	CMAP / CFP / Central Council FFY 2027-31 CFP / Central Council FFY 2027-31 CFP		ID *	05-26-0001	Model
Current Status	Exempt Status	Conformity Status	Conformity Date		
Internal Notes					

Project Information

Project Title *	Hillgrove Avenue Street and Pedestrian Improvements				
Project Description *	This project includes the resurfacing of Hillgrove Avenue from Hampton to Central, as well as the reconstruction and implementation of streetscape and pedestrian elements from Central to Wolf Road. These elements include paver sidewalks and streets, curb and gutter improvements, pedestrian crossing improvements, street lighting, and hardscape features. The most up-to-date concept renderings are included in the Attachments tab, demonstrating progress toward Phase I commencement.				
Project Type *	Lead Agency *	County	Municipality		
Transportation Enhancements	Central Council	Cook	Western Springs		

Preliminary Engineering Status

Other - See documents

Phase 2 Engineering Is Complete?

No

Project Requires Right Of Way?

No

Work Type

[A-LTS] Safety - Lighting, [A-PMRK] Safety - Pavement Marking, [E-ADAIMP] Improve ADA Infrastructure (Roadway), [E-PEDIMP] Improve Pedestrian Facility, [H-C/G] Highway/Road - Curb And Gutter, [H-GRNINF] Highway/Road - Green Infrastructure, [H-RS] Highway/Road - Resurface (with No Lane Widening)

Major Implementation Group

STP - Local

Sponsor Agency

Western Springs

Location Information

System

Local Streets

Location Type

Street Segment

Location Description

Hillgrove Avenue

From

Hampton Avenue

To

Wolf Road

Dist Miles

0.5

Is Modeling

Completion Year

2030

Other Project Location Information

DRAFT

Programming Information

Min Match 20% Effective Match 74.31%

Choose columns (8)

ENG, ENG I, ENG II, ROW... ▾

FY *	FUND TYPE *	ENG	ENG I	ENG II	ROW	IMP	CON	CE	TOTAL
2026	Local Funds	\$0	\$886,000	\$0	\$0	\$0	\$0	\$0	\$886,000
2028	Local Funds	\$0	\$0	\$886,000	\$0	\$0	\$0	\$0	\$886,000
2030	Local Funds	\$0	\$0	\$0	\$0	\$0	\$5,524,658	\$1,381,164	\$6,905,822
2030	Requested Federal	\$0	\$0	\$0	\$0	\$0	\$2,800,000	\$200,000	\$3,000,000
FY 2026		\$0	\$886,000	\$0	\$0	\$0	\$0	\$0	\$886,000
FY 2028		\$0	\$0	\$886,000	\$0	\$0	\$0	\$0	\$886,000
FY 2030		\$0	\$0	\$0	\$0	\$0	\$8,324,658	\$1,581,164	\$9,905,822
Local Funds		\$0	\$886,000	\$886,000	\$0	\$0	\$5,524,658	\$1,381,164	\$8,677,822
Requested Federal		\$0	\$0	\$0	\$0	\$0	\$2,800,000	\$200,000	\$3,000,000
GRAND TOTAL		\$0	\$886,000	\$886,000	\$0	\$0	\$8,324,658	\$1,581,164	\$11,677,822

Change Reason Details

Change Reason *

New Project Project Changed (e.g. Schedule / Funding / Scope) Project Completed Project Removed

Narrative Description of Changes *

STP-L Project Application

Prior Project Revision Comparison

DRAFT



No prior revision exists for comparison.

DRAFT Project ready to submit. Revision: CMAP / CFP / Central Council FFY 2027-31 CFP / Central Council FFY 2027-31 CFP Last edited: Nicole Petrone (12/05/2025)

EDIT SUBMIT FOR REVIEW

- PROGRAMMING
- OBLIGATION
- MAP**
- IDS / CONTACTS
- ATTACHMENTS
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Map Configuration



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- PROGRAMMING
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Contacts

CCRPC Project Manager	CMAP Programming Lead Fricano, Michael / (708) 453-9100 / mfricano@westcook.org	EWGCOG Chief Elected Official/Chief Executive Director
MCRPC Project Contact	R1 Primary Contact	CCRPC Project Consultant
CMAP Public Contact Fricano, Michael / (708) 453-9100 / mfricano@westcook.org	EWGCOG Person of Responsible Charge	CMAP Applicant Contact Koza, Jefferey / (708) 246-1800 / jkoza@wsprings.com
EWGCOG Project Contact		

Additional Project IDs

FTA Grant # No IDs yet, to add a new ID click on the "Edit" button.

RTA Schedule IIB ID # No IDs yet, to add a new ID click on the "Edit" button.

State Job # No IDs yet, to add a new ID click on the "Edit" button.

IDOT Section # No IDs yet, to add a new ID click on the "Edit" button.

Federal Project # No IDs yet, to add a new ID click on the "Edit" button.

PPS # No IDs yet, to add a new ID click on the "Edit" button.

Contract # No IDs yet, to add a new ID click on the "Edit" button.

Sponsor/Other ID # No IDs yet, to add a new ID click on the "Edit" button.

SRTS Project ID # No IDs yet, to add a new ID click on the "Edit" button.

CMAQ ID # No IDs yet, to add a new ID click on the "Edit" button.

DRAFT



ITEP Project ID # No IDs yet, to add a new ID click on the "Edit" button.

Current Project Website # No IDs yet, to add a new ID click on the "Edit" button.

Recreational Trails Project ID # No IDs yet, to add a new ID click on the "Edit" button.

Section Header # No IDs yet, to add a new ID click on the "Edit" button.

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EDIT SUBMIT FOR REVIEW

PROGRAMMING OBLIGATION MAP IDS / CONTACTS **ATTACHMENTS** REVISION HISTORY PROJECT QUESTIONS SCHEDULE INFO RELATED PROJECTS DELIVERY

Uploaded Files

DOC DATE	DESCRIPTION	TYPE	FILE NAME	FILE SIZE	UPLOADED BY	UPLOADED DATE
12/04/2025	04_Project Location Map_Hillgrove Ave.pdf	4. Project Information Location Map	04_Project Location Map_Hillgrove Ave.pdf	235.64 KB	Nicole Petrone	12/04/2025
12/04/2025	07a_Western Springs Hillgrove Ave Renderings.pdf	4. Project Information Drawings/Plans	07a_Western Springs Hillgrove Ave Renderings.pdf	933.67 KB	Nicole Petrone	12/04/2025
12/04/2025	06_Western Springs ADA Transition Plan.pdf	1. CFP Local Policy Document	06_Western Springs ADA Transition Plan.pdf	1.01 MB	Nicole Petrone	12/04/2025
12/04/2025	07b_Concept Plans_Hillgrove Ave_Grand to Walnut.pdf	4. Project Information Drawings/Plans	07b_Concept Plans_Hillgrove Ave_Grand to Walnut.pdf	795.13 KB	Nicole Petrone	12/04/2025
12/04/2025	07c_Concept Plans_Hillgrove Ave_Walnut to Wolf.pdf	4. Project Information Drawings/Plans	07c_Concept Plans_Hillgrove Ave_Walnut to Wolf.pdf	2.56 MB	Nicole Petrone	12/04/2025
12/05/2025	12_US Census Data_Western Springs_Combined.pdf	1. CFP Other Supplemental Info	12_US Census Data_Western Springs_Combined.pdf	570.19 KB	Nicole Petrone	12/05/2025
12/05/2025	10_Pavement Condition Rating_Hillgrove Avenue_Combined.pdf	1. CFP Other Supplemental Info	10_Pavement Condition Rating_Hillgrove Avenue_Combined.pdf	546.19 KB	Nicole Petrone	12/05/2025
12/05/2025	DRAFT_01_Mayoral LOS_Hillgrove Avenue_2025.pdf	6. Public Involvement/Press Activities Letters of Support	DRAFT_01_Mayoral LOS_Hillgrove Avenue_2025.pdf	25.15 KB	Nicole Petrone	12/05/2025
12/08/2025	08_ROW Exhibit_Hillgrove Ave_2025 1208.pdf	1. CFP Other Supplemental Info	08_ROW Exhibit_Hillgrove Ave_2025 1208.pdf	7.55 MB	Nicole Petrone	12/08/2025
12/10/2025	11b_Ordinance 15-2787.pdf	1. CFP Other Supplemental Info	11b_Ordinance 15-2787.pdf	1.23 MB	Nicole Petrone	12/10/2025
12/10/2025	11c_Ordinance 16-2827.pdf	1. CFP Other Supplemental Info	11c_Ordinance 16-2827.pdf	1.07 MB	Nicole Petrone	12/10/2025

12/10/2025	05_FY30-31 Call for Projects - Central Council Supplemental Application (Revised).pdf	1. CFP Application Workbook	05_FY30-31 Call for Projects - Central Council Supplemental Application (Revised).pdf	200.91 KB	Nicole Petrone	12/10/2025
12/10/2025	DRAFT_02_Resolution No. 25-___ IDOT Local Public Agency Funding Matching for Hillgrove STP Grant Application (BOT Appr. 12.15.25) (2075174.1).pdf	4. Project Information Other	DRAFT_02_Resolution No. 25-___ IDOT Local Public Agency Funding Matching for Hillgrove STP Grant Application (BOT Appr. 12.15.25) (2075174.1)_1.pdf	124.75 KB	Nicole Petrone	12/10/2025
12/10/2025	11a_Zoning Map_Hillgrove Avenue_WS.pdf	1. CFP Other Supplemental Info	11a_Zoning Map_Hillgrove Avenue_WS.pdf	197.23 KB	Nicole Petrone	12/10/2025
12/10/2025	03_Estimate of Cost_Hillgrove Avenue Improvements.pdf	1. CFP Detailed Estimate of Costs	03_Estimate of Cost_Hillgrove Avenue Improvements_1.pdf	127.58 KB	Nicole Petrone	12/10/2025
12/10/2025	09c_Safety Narrative.pdf	1. CFP Other Supplemental Info	09c_Safety Narrative.pdf	41.71 KB	Nicole Petrone	12/10/2025
12/10/2025	09a_SRI Calculator_Hillgrove Avenue.pdf	1. CFP Other Supplemental Info	09a_SRI Calculator_Hillgrove Avenue.pdf	70.68 KB	Nicole Petrone	12/10/2025
12/10/2025	09b_Hillgrove Crash 2020-2025 Crash Summary.pdf	1. CFP Other Supplemental Info	09b_Hillgrove Crash 2020-2025 Crash Summary.pdf	483.34 KB	Nicole Petrone	12/10/2025

CMAP Required Questions - For ALL projects within ALL Councils

Questions in this category are required by CMAP for all projects.

1. This project may influence which of the following performance targets? *

Select all federal performance targets that may be influenced by this project. For those selected, please complete the follow-up questions for each category later on this page. For performance target question guidance, see: <https://cmap.illinois.gov/wp-content/uploads/Project-Questions.pdf>

Highway Safety, Pavement Condition

2. Does this project include elements to specifically address safety? *

Yes

3. What is the estimated total cost for elements to specifically address safety?

Enter the estimated whole dollar amount that will be spent improving safety for all users of the facility.

\$2,000,000

4. Does the project sponsor have a publicly available ADA Transition Plan? *

If yes, please complete the "Implementing ADA Transition Plans" section below.

Yes

Implementing ADA Transition Plans (All Locally-Sponsored Projects)

Complete the questions in this section if the project sponsor has an ADA Transition Plan

1. Does this project directly or indirectly implement a recommendation of the ADA transition plan?

Yes, indirectly implements a recommendation

**2. If yes to the above, please briefly describe how the project implements the ADA transition plan.
(Example: constructs specific project, supports specific goal/policy)**

The Hillgrove Avenue Street and Pedestrian Improvements project implements the Village's ADA Transition Plan (Plan) goals by systematically removing barriers, upgrading infrastructure to current accessibility standards, and prioritizing improvements in key public areas. Through the reconstruction of sidewalks and streets with pavers, this project ensures continuous, stable, and slip-resistant pedestrian routes that are wide enough for wheelchair access and free of abrupt level changes. Curb and gutter improvements will incorporate compliant curb ramps with gentle slopes,

clear landings, and color-contrasting detectable warnings, as required by both IDOT standards and ADA Accessibility Guidelines. Pedestrian crossing enhancements will provide accessible, well-marked crosswalks with proper curb ramps on both sides, directly addressing the Plan's mandate for compliant crossings. By prioritizing improvements in areas identified in the roadway capital improvement plan, such as Hillgrove Avenue, and including streetscape elements like lighting and hardscape features, the project creates a safer, more navigable environment for all users, aligning with the Village's commitment to accessibility and inclusion as outlined in the Plan.

Highway Safety Performance Target (roadway, bridge, bicycle, and/or pedestrian projects)

Complete this section if you selected "Highway Safety" at the top of this page.

1. Please briefly describe the scope of the project related to improving HIGHWAY SAFETY, including for bicyclists and pedestrians.

Include current safety deficiencies and how the project addresses them.

Hillgrove Avenue is in the heart of the Village's downtown adjacent to the Metra Station. The corridor currently faces challenges such as high vehicle speeds, limited pedestrian visibility, inadequate lighting, and conflicts among multiple transportation modes. To address these deficiencies, the project will implement traffic calming measures such as bump outs and raised pedestrian crosswalks to reduce speeding and improve driver awareness. Enhanced pedestrian safety will be achieved through flashing crossing systems and additional street lighting. Improved multi-use or dedicated bike lanes will reduce cyclist-vehicle conflicts while a shared use segment

of the corridor prioritizing pedestrians will alleviate congestion and improve walkability. These improvements will build upon the recently completed pedestrian underpass, closing connectivity gaps and creating a safer, more integrated downtown environment for all users.

Transit Safety Performance Target (transit projects)

Complete this section if you selected "Transit Safety" at the top of this page.

1. Please briefly describe the scope of the project related to improving TRANSIT SAFETY.

Include current safety and security deficiencies and how the project addresses them.

No Answer

Add new applicant contact

Complete this section only if the applicant contact for this project was not found in the drop-down list on the IDS / CONTACTS tab.

CMAP staff will review and add new contacts to the drop-down approximately weekly.

1. Contact First Name

Central Council CFP 2026 Supplemental Project Application Questions

This information will be used to score individual projects. More details can be found within the Council methodology.

1. Sponsor Agency: *

Village of Western Springs

2. Sponsor Agency Mayor: *

Heidi Rudolph

3. Sponsor Agency Mayor's Email: *

hrudolph@wsprings.com

4. Sponsor Agency Project Manager (Not Consultant): *

Jeff Koza, P.E., CFM

5. Sponsor Agency Project Manager Email: *

jkoza@wsprings.com

6. Consultant Name:

Kurt Corrigan, P.E.

7. Consultant Email:

kcorrigan@v3co.com

8. Project Previous TIP Number:

No Answer

9. If project phase previously funded, indicate the reason for delay. These projects will be considered for funding after all new eligible projects with any remaining funds:

No Answer

10. Any Other Notes about project:

No Answer

DRAFT

11. Project Readiness (15 Max Points) – Select which phase of engineering has been completed. *

Mark all that apply and upload documentation verifying this information in eTIP.

ROW clear or not needed (5 points)

12. Multiple Jurisdiction participation (5 Max Points) – Indicate which additional entities will participate in the project. *

Upload documentation such as an IGA or letter of intent from the additional entities stating that they are contributing at least 2.5% of the total phase cost in dollars. Hard financial commitments only. Staff time will not be eligible. 2.5 points will be awarded for each participating entity.

N/A

13. Traffic Volumes – ADT (10 Max Points) – Provide the roadway segments involved in the the project, along with the ADT for each segment and the % of the overall project that the segment equals. *

[Roadway Segment Name + ADT + % of Project] Please consult the methodology for more information.

Roadway Segment: Hillgrove Avenue; ADT: 2600; % of Project: 3.5

14. Safety (10 Max Points) – Mark which safety classification the roadway falls under according to IDOT. *

See methodology for more information.

Critical

15. Safety Continued - Provide a narrative regarding safety improvements on the project as well as proof indicating the scoring of the roadway according to IDOT shown above. *

The Hillgrove Avenue Street and Pedestrian Improvements project will transform the downtown corridor adjacent to the Metra Station into a safer, more accessible environment for all users. The project removes barriers and upgrades infrastructure to current accessibility standards through reconstructed sidewalks with slip-resistant pavers, ADA-compliant curb ramps, and well-marked crosswalks. Traffic calming measures, including bump outs and raised crossings, will reduce vehicle speeds and improve driver awareness. Flashing pedestrian signals, enhanced lighting, and dedicated bicycle lanes will address visibility and multimodal conflicts. A shared-use segment prioritizing pedestrians and connectivity to the recently completed underpass will close gaps and improve walkability. These improvements align with the Village's commitment to safety and equitable access, creating a fully integrated downtown streetscape that meets both IDOT and ADA guidelines.

16. Pavement Condition Rating (20 Max Points) – Select the roadway condition. *

Consult the below website to indicate the roadway condition. Upload proof of this roadway condition. If there are multiple segments select Multiple Segments below and attach a document with the different segments and their ratings. See methodology for more information.

<https://lakecountyil.maps.arcgis.com/apps/webappviewer/index.html?id=9e0e25a18680427085a6c2efd32bf5>

Fair (46-60)

17. Other Fund Sources (10 Max Points) - If the project has other fund sources, excluding local funds, indicate the fund source(s) below. *

Confirmation of future use of non-local funds, such as a program award letter from IDOT, CMAP, Cook County, etc. must be included with the project application in order to receive points. Upload documentation such as a program award letter indicating the fund source and amount.

N/A

18. Planning Factor (10 Max Points) – Green Infrastructure - List components included in the project. *

See methodology for more information. Provide documentation of Green Infrastructure components within the project or the community's green infrastructure plan.

Permeable Pavers, Vegetated Filter Strips

19. Planning Factor (10 Max Points) – Complete Streets – List components included in the project. *

See methodology for more information. Indicate and upload proof of a complete streets policy and complete streets components within the project if they exist.

High visibility crosswalks (raised), traffic calming measures - bump-outs, improved sidewalks and multi-use path

20. Planning Factor (5 Max Points) – Transit Supportive Density – Provide the highest density within one quarter mile of the project area. *

Indicate the highest density according to an approved zoning map showing either the max height of non-residential buildings or the number of possible dwelling units per acre.

Residential (DU/buildable acre) > 24 = 4.5 points; Non-residential (Max. building height) - 4 stories = 3 points; Total points: 4.5

21. Planning Factor (5 Max Points)– Inclusive Growth – Select the highest minority population within the sponsor municipality. *

Provide documentation regarding the minority population within the sponsor municipality.

Less than 20%

DRAFT Project ready to submit. Revision: CMAP / CFP / Central Council FFY 2027-31 CFP / Central Council FFY 2027-31 CFP Last edited: Nicole Petrone (12/05/2025)

- PROGRAMMING
- OBLIGATION
- MAP
- IDS / CONTACTS
- ATTACHMENTS
- REVISION HISTORY
- PROJECT QUESTIONS
- SCHEDULE INFO**
- RELATED PROJECTS
- DELIVERY

Target Federal Authorizations and Construction Letting

PHASE	MTH/QTR	YEAR	SECTION
ENG I	JUN	2026	Section
ENG II	JAN	2028	Section
CON/CE	NOV	2029	Section

DRAFT

General

Current Implementation Status	Open To Traffic
Engineering or equivalent underway	2030

DRAFT Project ready to submit. Revision: CMAP / CFP / Central Council FFY 2027-31 CFP / Central Council FFY 2027-31 CFP Last edited: Nicole Petrone (12/05/2025)

 EDIT

 SUBMIT FOR REVIEW



PROGRAMMING

OBLIGATION

MAP

IDS / CONTACTS

ATTACHMENTS

REVISION HISTORY

PROJECT QUESTIONS

SCHEDULE INFO

RELATED PROJECTS

DELIVERY

Related Projects



No Linked Projects to show

Go to edit mode to start linking projects

DRAFT





Mayoral Letter of Support

DRAFT

Month Day, Year

Mayor Jeff Sherwin & Mayor Mark Kuchler, Transportation Committee Co-Chairs
West Central Municipal Conference
2000 Fifth Ave., Building N
River Grove, IL 60171

Dear Mayors Sherwin and Kuchler,

I am writing on behalf of the Village of Western Springs to express our strong support for the Hillgrove Avenue Street and Pedestrian Improvements project and to formally endorse our application for funding through the Chicago Metropolitan Agency for Planning (CMAP) Central Council Surface Transportation Program – Local (STP-L).

This project represents a critical investment in the safety, accessibility, and aesthetic quality of our community's infrastructure. It includes the resurfacing of Hillgrove Avenue from Hampton Avenue to Central Avenue, and the reconstruction and enhancement of streetscape and pedestrian elements from Central Avenue to Wolf Road. These improvements will feature paver sidewalks and streets, curb and gutter upgrades, pedestrian crossing enhancements, street lighting, and hardscape features that will significantly benefit residents, businesses, and visitors alike.

The Village is committed to providing the required local match funding and ensuring the successful implementation and long-term maintenance of the project. We believe this initiative aligns with CMAP's goals for sustainable, equitable, and multimodal transportation investments and will contribute meaningfully to the vitality of our downtown corridor.

Thank you for your consideration of our application, and we look forward to the opportunity to partner with CMAP to bring this transformative project to life.

Sincerely,

Heidi Rudolph
Village President
Village of Western Springs

Resolution

DRAFT

DRAFT 12.15.2025
RESOLUTION NO. 25-????

VOTE:
AYES: _____
NAYS: _____
ABSTAIN: _____
ABSENT: _____
DATE: December 15, 2025.
OTHER: _____.

A RESOLUTION AUTHORIZING THE APPROVAL, EXECUTION AND SUBMITTAL OF AN APPLICATION FOR FEDERAL PARTICIPATION (WEST CENTRAL MUNICIPAL CONFERENCE - 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 \$11,677,822.00. 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 \$8,677,822.00 ("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 meetings held on December 1, 2025, and December 15, 2025 the President and Board of Trustees of the Village reviewed and discussed the Committee's recommendation, received input from the Village staff, and provided an opportunity for public input. At its December 15, 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 15th 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

DRAFT

Exhibit "A"

Draft WCMC STP Funding Application – Hillgrove Avenue Improvements

(attached)

DRAFT

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 CONFERENCE - 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 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 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

Detailed Cost Estimate

DRAFT

COST ESTIMATE

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

**Prepared By: V3 Companies
12/3/2025**

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 E	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
12/3/2025**

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 & PH III ENG) =					\$ 304,137.60
STP-L Fed Share (80%)					\$ 243,310.00
STP-L Local Share (20%)					\$ 60,827.60
100% Local Funding (PH I & PH II ENG) =					\$ 56,000.00

DRAFT

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

Prepared By: **V3 Companies**
12/3/2025

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 E	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
12/3/2025**

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 & PH III ENG) =					\$ 2,842,484.00
STP-L Fed Share (80%)					\$ 2,273,987.00
STP-L Local Share (20%)					\$ 568,497.00
100% Local Funding (PH I & PH II ENG) =					\$ 508,000.00

DRAFT

COST ESTIMATE

Hillgrove Avenue Improvements

Grand Avenue to Walnut Street (Reconstruction, Pedestrian Enhancements, and Plaza Village of Western Springs, Illinois

Prepared By: **V3 Companies**

12/3/2025

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 E	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)

12/3/2025

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 & PH III ENG) =					\$ 4,230,106.00
STP-L Fed Share (80%)					\$ 3,384,085.00
STP-L Local Share (20%)					\$ 846,021.00
100% Local Funding (PH I & PH II ENG) =					\$ 756,000.00

DRAFT

COST ESTIMATE

Hillgrove Avenue Improvements

**Walnut Street to Wolf Road (Reconstruction, Streetscape, and Pedestrian Enhanceme
Village of Western Springs, Illinois**

Prepared By: **V3 Companies**

12/3/2025

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 E	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

Walnut Street to Wolf Road (Reconstruction, Streetscape, and Pedestrian Enhanceme

Village of Western Springs, Illinois

Prepared By: **V3 Companies**

12/3/2025

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 & PH III ENG) =	\$ 2,529,094.00
STP-L Fed Share (80%)	\$ 2,023,275.00
STP-L Local Share (20%)	\$ 505,819.00
100% Local Funding (PH I & PH II ENG) =	\$ 452,000.00

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

Prepared By: V3 Companies
12/3/2025

1.0	Hampton Avenue to Central avenue (Mill and Overlay)		
		TOTAL CONSTRUCTION & PH III COST = \$	304,137.60
		TOTAL PH 1 & PH II ENGINEERING COST = \$	56,000.00
2.0	Central Avenue to Grand Avenue (Reconstruction)		
		TOTAL CONSTRUCTION & PH III COST = \$	2,842,484.00
		TOTAL PH 1 & PH II ENGINEERING COST = \$	508,000.00
3.0	Grand Avenue to Walnut Street (Reconstruction, Pedestrian Enhancements, and Plaza)		
		TOTAL CONSTRUCTION & PH III COST = \$	4,230,106.00
		TOTAL PH 1 & PH II ENGINEERING COST = \$	756,000.00
4.0	Walnut Street to Wolf Road (Reconstruction, Streetscape, and Pedestrian Enhancements)		
		TOTAL CONSTRUCTION & PH III COST = \$	2,529,094.00
		TOTAL PH 1 & PH II ENGINEERING COST = \$	452,000.00

5.0	Overall Project Cost (Sum 1-4)		
		TOTAL CONSTRUCTION & PH III COST = \$	9,905,821.60
		TOTAL PH 1 & PH II ENGINEERING COST = \$	1,772,000.00

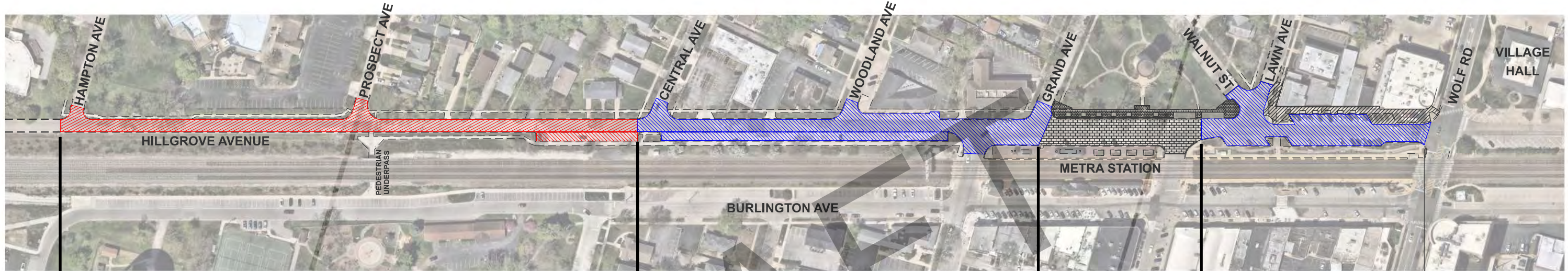
STP-L FED / LOCAL SHARE SUMMARY			
	TOTAL STP-L REQUEST (CONSTRUCTION & PH III ENG) =	\$	9,905,821.60
		STP-L Fed Share (80%)	\$ 7,924,657.00
		STP-L Local Share (20%)	\$ 1,981,164.60
		100% Local Funding (PH I & PH II ENG) =	\$ 1,772,000.00

NOTE: For this call for projects, the Village is requesting the maximum amount of \$3,000,000 for the STP-L federal share. The balance for the total project cost, \$8,677,822, will be covered locally and through other outside agency grant funding sources as needed.



Project Location Map

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1150'

1.0

MILL AND OVERLAY

\$271,000 CONSTRUCTION COST

800'

2.0

ROADWAY RECONSTRUCTION
INFRASTRUCTURE REPAIRS AND REPLACEMENT
PEDESTRIAN ENHANCEMENTS

\$2.5M CONSTRUCTION COST

325'

3.0

STREETSCAPE,
PEDESTRIAN, PLAZA,
AND
INFRASTRUCTURE
ENHANCEMENTS

\$3.7M
CONSTRUCTION
COST

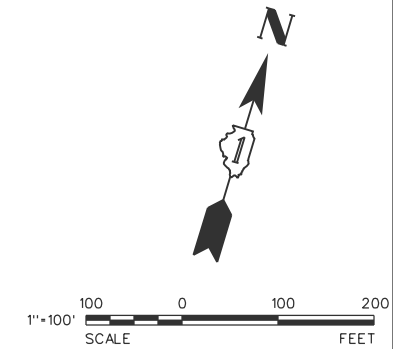
445'

4.0

STREETSCAPE, PEDESTRIAN,
AND INFRASTRUCTURE
ENHANCEMENTS

\$2.3M CONSTRUCTION COST

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USER NAME = tjanbich	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

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Central Council Supplemental Application

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**Central Council of Mayors
Call for Projects 2026
October 15th 2023 – Dec 19th, 2024
Supplemental Project Application**

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Introduction

On September 25, 2019, the Central Council of Mayors approved and adopted a new methodology that would be used to select projects for the Council's STP-L allocation in the 2020 Call for Projects (CFP). This new methodology can be found on the West Central Municipal Conference Website.

Please make sure to read this entire document, the eTIP manual, and the Methodology prior to contacting the Planning Liaison. Also be advised that failure to submit both the application and eTIP information will result in the project not being considered for funding.

Applications for the current CFP requires two distinct steps. First, the sponsor agency must fill out the pertinent information on CMAP's TIP Portal under the Central CFP. Instructions for this are located later in a separate document also found on the WCMC website. Consultants must notify kdobbs@cmap.illinois.gov which council they will be submitting applications for prior to establishing user credentials. Secondly, the sponsor agency must fill in the information in this supplemental project application, which will be uploaded to the CMAP TIP site in MS Word format. ONLY submit the Supplemental Project Application portion of this document to the eTIP.

Questions should be directed to the Planning Liaison, Michael Fricano, 708-453-9100.
mfricano@westcook.org

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STP-L 2026 Call for Projects Timeline

October 15 – Call for projects open

December 19 – Call for projects closes

January 2026 -Staff releases recommended program

January 2026-February 2026 – Recommended program public comment period

March 2026 – Final program presented for adoption

*** This schedule is subject to change and notice will be provided ***

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Application Check List

- Complete all fields in eTIP
- Map the project in eTIP
- Fill in necessary Project IDs in eTIP if from previous project
- Upload Supplemental Application in MS WORD format in eTIP and supporting documentation
- Submit application by “Saving as Final” before December 19th, 2025

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Supplemental Application

This information will be used to score individual projects. More details can be found within the Council methodology. Please indicate point totals that will be awarded for phases of a project in the Total Points section of each section. This is a means of self-scoring to give local sponsors an idea of where their project may rank. Staff will make any necessary corrections.

Project Information

Sponsor Agency: Village of Western Springs
 Sponsor Agency Mayor: Heidi Rudolph
 Sponsor Agency Mayor’s Email: hrudolph@wsprings.com

Sponsor Agency Project Manager (Not Consultant): Jeff Koza, P.E., CFM
 Sponsor Agency Project Manager Email: jkoza@wsprings.com

Consultant Name: Kurt Corrigan, P.E.
 Consultant Email: kcorrigan@v3co.com

Project Previous TIP Number: N/A
 Project CFP Number (found in eTIP submission): 05-26-0001

Desired Year for Project: 2029

If project phase previously funded, please indicate the reason for delay. These projects will be considered for funding after all new eligible projects with any remaining funds: **N/A**

Any Other Notes about project:

1. Project Readiness (15 Max Points)– Please mark the pertinent box or boxes with the letter X indicating which phase of engineering has been completed. Please also upload documentation verifying this information in eTIP.

Mark	Project Readiness	Points
	Phase II engineering contract executed	15
	Phase I engineering Design approval received	10
	Phase I engineering report (PDR or equivalent) draft submitted to IDOT	5
X	ROW clear or not needed	5
	TOTAL Points	5

2. Multiple Jurisdiction participation (5 Max Points)– please indicate which additional entities will participate in the project. Please upload documentation such as an IGA or letter of intent from the additional entities stating that they are contributing at least 2.5% of the total phase cost in dollars. Hard financial commitments only. Staff time will not be eligible.

Entity Name	Points
N/A	2.5
N/A	2.5
TOTAL Points	0

3. Traffic Volumes – ADT (10 Max Points) – Please consult the methodology for more information. If the entire roadway is the same ADT in excess of 7,500, then please indicate 10 in the Total points section. If there are various segments with different ADT’s, then please perform the calculation.

Roadway Segment	ADT	Multiplier	Divided By	% of Project	Points
Hillgrove Avenue	2600	10	7500	3.5	3.5
		10	7500		
		10	7500		
		10	7500		
Total Points					3.5

4. Safety (10 Max Points)– Please see methodology for more information. Please provide a narrative regarding safety improvements on the project as well as proof indicating the scoring of the roadway according to IDOT. Please then mark which safety classification the roadway falls under and award points according to the methodology.

Mark	Safety Classification	
X	Critical	10
	High	
	Medium	
	Low	
	Minimal	
	New Alignment	
	Total Points	10

5. Pavement Condition Rating (20 Max Points)– Please see methodology for more information. Please consult the below website to indicate the roadway condition. Please also upload proof of this roadway condition. If there are multiple segments with different ratings, then the length weighted average will be used.

<https://lakecountyyil.maps.arcgis.com/apps/webappviewer/index.html?id=9e0e25a18680427085a6c2efdad32bf5>

Mark	Pavement Condition	
	Poor (0-45)	
X	Fair (46-60)	15
	Satisfactory (61-75)	
	Excellent (76-100)	
	New Alignment	
	Total Points	15

6. Other Fund Sources (5 Max Points)– If the project has other fund sources, excluding local funds, please indicate the fund source and award the project 5 points. Confirmation of future use of non-local funds, such as a program award letter from IDOT, CMAP, Cook County, etc. must be included with the project application in order to receive points. Please upload documentation such as a program award letter indicating the fund source and amount.

Other Fund Source	Points
N/A	
Total Points	0

7. Planning Factor (10 Max Points)– Green Infrastructure – Please see methodology for more information. Please provide documentation of Green Infrastructure components within the project or the community’s green infrastructure plan.

Components or Plan (List Components)	Points
• Permeable Pavers	4
• Vegetated Filter Strips	4

Please see attached Concept Plans for green infrastructure components.

8. Planning Factor (5 Max Points) – Freight Movement – Please provide documentation indicating freight movement as well.

Roadway Segment	Freight Classifier	Point Multiplier	Points
Hillgrove Ave			0

		Total Points	0

9. Planning Factor (10 Max Points) – Complete Streets – Please see methodology for more information. Please indicate and upload proof of a complete streets policy and complete streets components within the project if they exist.

Components or Plan (List Components)	Points
• High Visibility Crosswalks (raised)	4
• Traffic Calming Measures-Bump Outs	4
• Improved sidewalks, multi-use path	4

Please see attached Concept Plans for complete streets components.

10. Planning Factor (5 Max Points) – Transit Supportive Density – Please provide prove of zoning within one quarter mile of the project area. Please indicate the highest density according to an approved zoning map showing either the max height of non-residential buildings or the number of possible dwelling units per acre. The highest density will be used to determine points allocation.

Level of Density	Points
Residential (DU/buildable acre) > 24	4.5
Non-residential (Max. building height) 4 stories	3
Total Points	4.5

11. Planning Factor (5 Max Points)– Inclusive Growth – Please provide documentation regarding the minority population within the sponsor municipality.

Mark	Population	Points
	Greater than 50%	
	40-49.99%	
	30-39.99%	
	20-29.99%	
	Total Points	0

NOTE: Poverty level for all Western Springs residents = 2%
Total minority percentage in Western Springs = 13%



Western Springs ADA Transition Plan

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ADA TRANSITION PLAN

2013

Updated 03/25/19

TABLE OF CONTENTS

Contents

Introduction	1
Purpose	2
Identified Obstacles to the Public Right of Way	3
Criteria for Determining Impediments at Village Facilities	4
Removing Barriers	5
Policies	7
Construction Costs & Schedule	8
Public Input	9
Examples of Compliant and Non-Compliant Crosswalks	10

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ADA TRANSITION PLAN

Introduction

In accordance with the Americans with Disabilities Act (ADA), this document shall serve as the Village of Western Springs' Transition Plan. Included are results of a self-evaluation that addresses barriers within Village programs and facilities. The Village of Western Springs' ADA Coordinator will coordinate all aspects of ADA compliance. Any comments, additions or suggestions about this plan may be directed to the ADA Coordinator:

ADA COORDINATOR

MATTHEW SUPERT
DIRECTOR OF MUNICIPAL
SERVICES



Tel 708-246-1800 x 205
msupert@wsprings.com

Address:
740 Hillgrove Avenue
Western Springs, IL 60558

Village facilities, programs, services, policies, practices and procedures will continue to be surveyed on an ongoing basis, and the Plan may be revised from time to time to account for changes to Village activities. An accessibility inventory of sidewalks, curb ramps, marked crosswalks, government buildings, parks, recreation facilities and programs has been completed, and an approach has been put in place to ensure that Village programs, activities and services are handicap accessible.

This Plan will be posted on the Village's website for review and consideration by the general public. Individuals may submit comments on the accessibility of Village programs and facilities by contacting the Village's ADA Coordinator, the Village Clerk's Office or the designee.

Purpose

The federal legislation known as the American with Disabilities Act (ADA), enacted on July 26, 1990, provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, and access to public accommodations, transportation, and telecommunications. Title II of the ADA specifically applies to state and local governments, referred to as “public entities,” and their programs and services. Title II Article 8, requires public entities to take several steps designed to achieve compliance. The Transition Plan used to implement compliance must include:

- A list of the physical barriers in a public entity’s facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities.
- A detailed outline of the methods to prioritize the barriers removal and make the facilities accessible.
- The schedule for taking the necessary steps to achieve compliance with Title II.
- The name of the official responsible for the plan’s implementation.

This Transition Plan provides a method for the Village of Western Springs to schedule and implement ADA required improvements to existing streets and sidewalks. Before the transition plan could be developed, an inventory of current curb ramps and sidewalks had to be developed.

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ADA TRANSITION PLAN

Identified Obstacles to the Public Right of Way

The Village of Western Springs has a two-tiered system to identify and assess obstacles in the public right of way:

1. A Preliminary Evaluation of intersections including the curb ramps and adjacent sidewalks and a Preliminary estimate of the remaining sidewalks.
2. A Detailed Evaluation of intersections, sidewalks and crosswalks within the Village's roadway capital improvement plan (CIP). Detailed evaluations will be updated annually as the Village schedules out future roadway capital improvement projects.

PRELIMINARY EVALUATION

The Preliminary Evaluation of curb ramps and sidewalks is to determine which intersections are obviously non-compliant to the ADA guidelines and to get a comprehensive overview of the pedestrian network. The preliminary inventory evaluates three (3) criteria for curb ramps and three (3) criteria for adjacent sidewalks:

Curb Ramps

1. Is there a curb ramp?
2. Does the curb ramp have a color contrasting detectable warning?
3. Does the curb ramp have a clear landing at the top of the ramp?

Sidewalks

1. Is there a continuous clear space for pedestrian access?
2. Does the sidewalk appear to provide adequate passing zones?
3. Does the sidewalk appear to be smooth without grade breaks?

The Preliminary Evaluation utilizes aerial and street-level photography to view each intersection. If the curb ramps or sidewalks do not meet the criteria outlined above, then the intersection will be deemed "not compliant". If the item did meet the above criteria it would be deemed "potentially compliant". If an item was reconstructed or brought into compliance within the past twenty years, the item would be marked as "compliant" and have indicated in the inventory to which year and standard it achieved compliance.

DETAILED EVALUATION

A detailed evaluation consists of those intersections, crosswalks and sidewalks identified to fall within the Village's roadway capital improvement plan, or those intersections, crosswalks and sidewalks that have not received maintenance or reconstruction since the adoption of the ADA.

A detailed evaluation requires the measurement of specific physical attributes of the item in question such as width, running slope and gaps. Mechanical elements for signalized intersections will also be measured to determine compliance to the identified ADA barriers.

Criteria for Determining Impediments at Village Facilities

To determine whether corrective action needs to be taken at a Village operated facility such as the Village Hall, Recreation Center or Community Center the following evaluation criteria has been established.

1. Can the program or service offered be provided at an alternative facility?
2. Is the facility currently in ADA compliance and has the facility undergone previous renovations to obtain past ADA compliance?
3. What is the current state of accessibility?
4. What are the costs of alternatives to physical barrier removal versus the cost of alternative corrective actions?
5. Is the physical barrier programmed for removal as part of the facility's annual ongoing maintenance?

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Removing Barriers

METHODS

The Village of Western Springs utilizes many different approaches in removing barriers in the public right of way, including proactively identifying and eliminating the barrier, responding to public grievances and ensuring the appropriate design and build-out of new construction.

PRIORITIZATION

The Village of Western Springs bases barrier removal on a number of factors: location, condition, priority ranking, cost effectiveness and any other pertinent considerations of the removal.

REASONABLE ACCOMMODATION REQUEST

The Village of Western Springs will attempt to provide relief to any site where a disabled person has requested help.

LOCATION PRIORITY

The Village of Western Springs has identified location priority as follows:

1. Intersections identified in roadway capital improvement plan
2. Intersections serving government or public school facilities
3. Intersections serving the central business district or commercial districts
4. Intersections serving other areas

Using data from the preliminary and detailed evaluations, an accessibility grade can be assigned for each intersection. The Access Grade assigns a letter grade to the intersection based upon preliminary or detailed evaluations. This is paired with the location priority outlined above to create a priority ranking table.

ADA TRANSITION PLAN

LOCATION PRIORITY

	1	2	3	4
Access Grade	Locations in roadway CIP	Government or Public Facilities	Central Business District	Other Areas
Non-Compliant	1NC	2NC	3NC	4NC
Potentially Compliant	1PC	2PC	3PC	4PC
Compliant	1C	2C	3C	4C

High	Medium	Low
------	--------	-----

A listing of priority intersections and a map that identifies each intersection based upon its priority ranking is shown in Appendix A.

Repairs to intersections will be dependent upon the annual budget and the location ranking of each intersection. Due to the limited funds available for sidewalk replacement repairs for compliance may be grouped with geographic location in order to maximize the use of potential funds.

ADA TRANSITION PLAN

Policies

PUBLIC GRIEVENCE PROCESS

To file a grievance or request regarding accessibility of a sidewalk or curb ramp, contact the ADA Coordinator in writing or via email, and describe the issue in detail, including the location. If the person filing the grievance needs assistance in providing the ADA Coordinator with a written grievance, assistance will be provided upon request.

ADOPTED DESIGN GUIDELINES

The “Standard Specifications for Road and Bridge Construction in Illinois”, adopted January 1, 2012 and the of the “American with Disability Act Accessibility Guidelines”, amended September 2002 will apply to and govern all proposed improvements for ADA compliance.

Illinois Department of Transportation Highway Standards

<u>Section</u>	<u>Title</u>
424	Curb Ramps for Sidewalks

ADA Accessibility Guidelines (ADAAG)

<u>Section</u>	<u>Title</u>
4.7	Curb Ramps
4.29	Detectable Warnings

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ADA TRANSITION PLAN

Construction Costs & Schedule

ESTIMATED CONSTRUCTION COST

The estimated cost for implementing this transition plan is:

\$633,600

Costs were based upon an averaging of the past three years of sidewalk maintenance bid tabulations. Estimated work included all intersections marked as “potentially compliant” or “non-compliant” and assumed removal and replacement of all corners at an intersection, the installation of a new 5” deep concrete square with a tactile strip and the removal and replacement of two additional concrete squares 5” deep to account for adjustments to slope that may be required. A 10% overall estimate was added to the cost to account for additional work and engineering costs.

SCHEDULE

The Village of Western Springs will make reasonable efforts to improve the accessibility of pedestrian facilities in the public right-of-way through its annual roadway capital improvement plan and its annual sidewalk replacement program. Compliance is required to the extent practicable within the scope of a project. If warranted and funds allow special projects with funding specifically for ADA compliance or pedestrian improvements.

There will be times when it is technically infeasible to provide compliance due to the physical and topographic limitations of an area. The inventory process may not account for such situations and could show a “high-priority” rating when all feasible actions have been taken. The Village of Western Springs will select areas with high priority and solvability where feasible before moving to lower priorities.

Additionally, given the breadth of the program and the size of the Village’s pedestrian network, the Village will follow the concept of Program Access under Title II of the ADA. Program Access does not necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities, as long as the program as a whole is accessible. The Village may choose to not install a sidewalk at some locations or may choose to lower their priority if a reasonable path of travel is available even without a sidewalk.

Public Input

A copy of the ADA transition plan is available on the Village website at www.wsprings.com and by request to the ADA coordinator or the Village Clerk's Office. Any resident may address their concerns or comments to the ADA Coordinator listed in this document.

Residents are welcome to attend and Public Works & Water Committee meeting, which meets on a monthly basis to comment on this transition plan. Details pertaining to the time and date of the next meeting can be found on the Village's website or at Village Hall.

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ADA TRANSITION PLAN

Examples of Compliant and Non-Compliant Crosswalks



The above crosswalks are compliant with the current ADA standards. All future construction will include the installation of similar crosswalks.



The above crosswalks were installed to meet the previous ADA standards. They are non-compliant in the current ADA standards and make up the majority of the non-compliant intersections in the Village.

ADA TRANSITION PLAN



The above examples show crosswalks that are non-compliant with both previous and current ADA Standards.

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Hillgrove Avenue Renderings

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Existing Conditions

View looking west along Hillgrove Avenue (Walnut Street to Grand Avenue)
Village of Western Springs



Proposed Streetscape | Day-to-Day Roadway Functions

View looking west along Hillgrove Avenue (Walnut Street to Grand Avenue)

Village of Western Springs, [Downtown Revitalization Refinement Plan \(2016\)](#)



Proposed Streetscape | Community Events and Fest Functions, daytime view

View looking west along Hillgrove Avenue (Walnut Street to Grand Avenue)

Village of Western Springs, Downtown Revitalization Refinement Plan (2016)



Proposed Streetscape | Community Events and Fest Functions, evening view

View looking west along Hillgrove Avenue (Walnut Street to Grand Avenue)

Village of Western Springs, Downtown Revitalization Refinement Plan (2016)

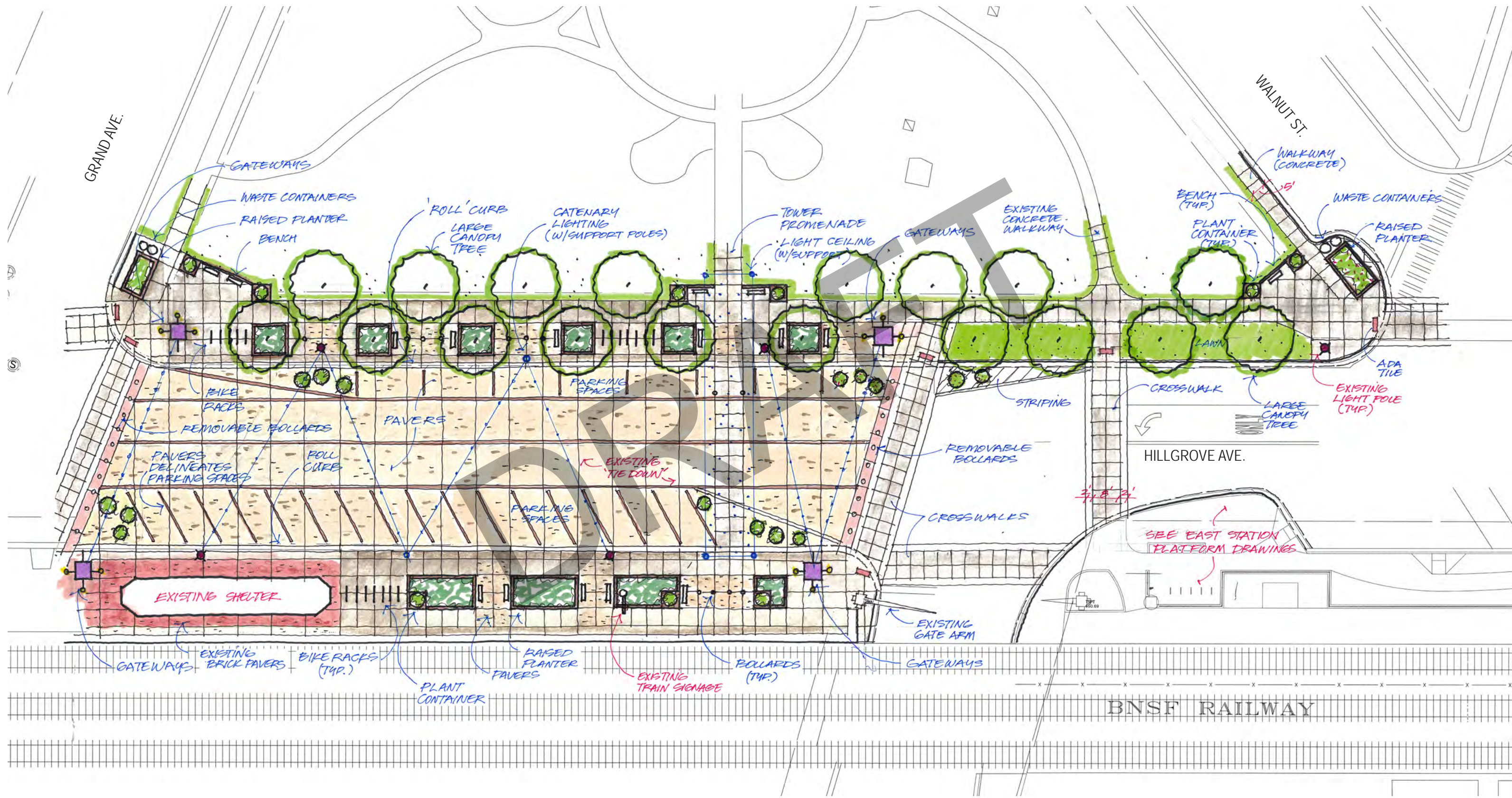




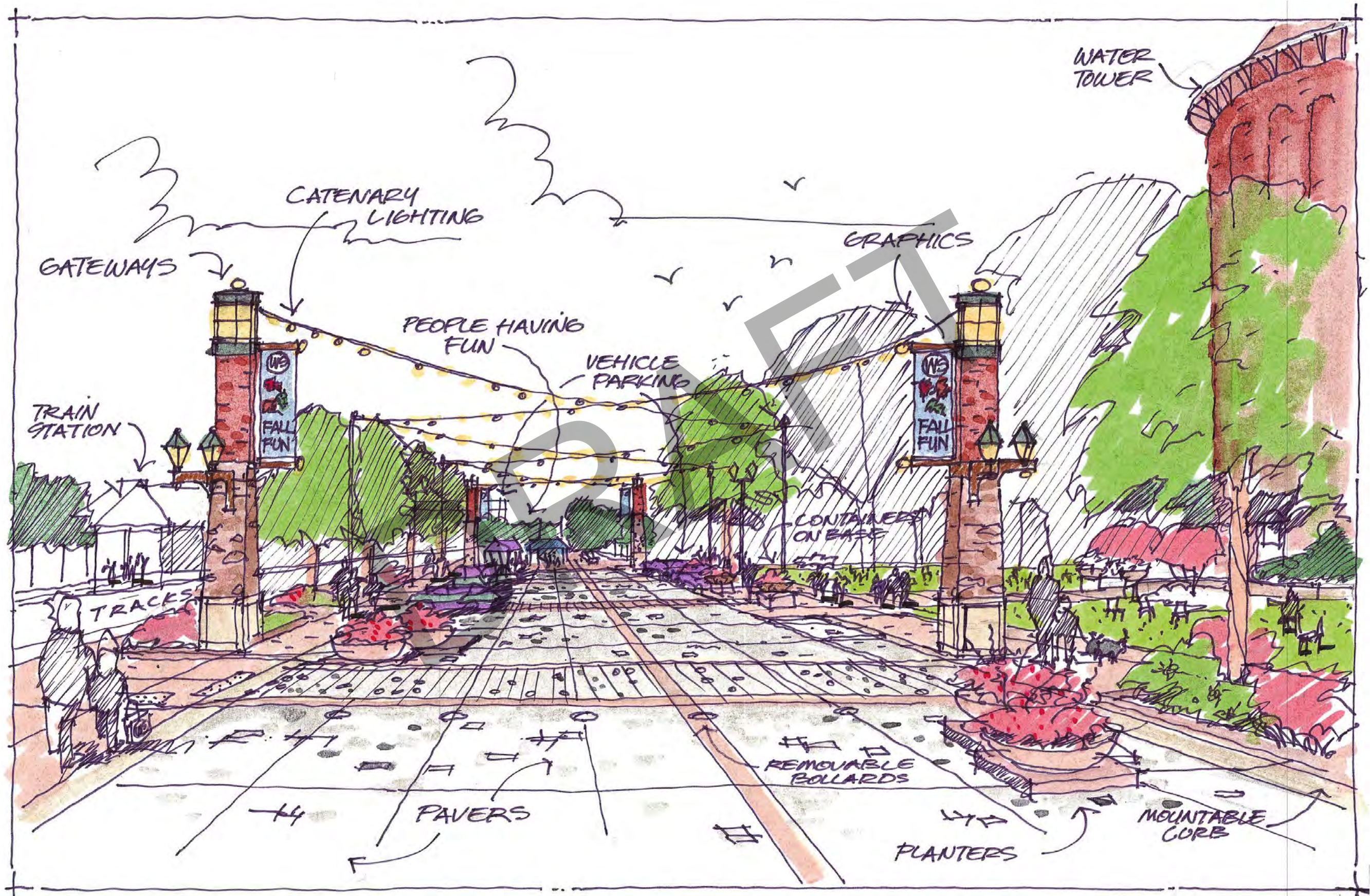
Concept Plans - Hillgrove Avenue from Grand to Walnut

DRAFT

Progressive Streetscape



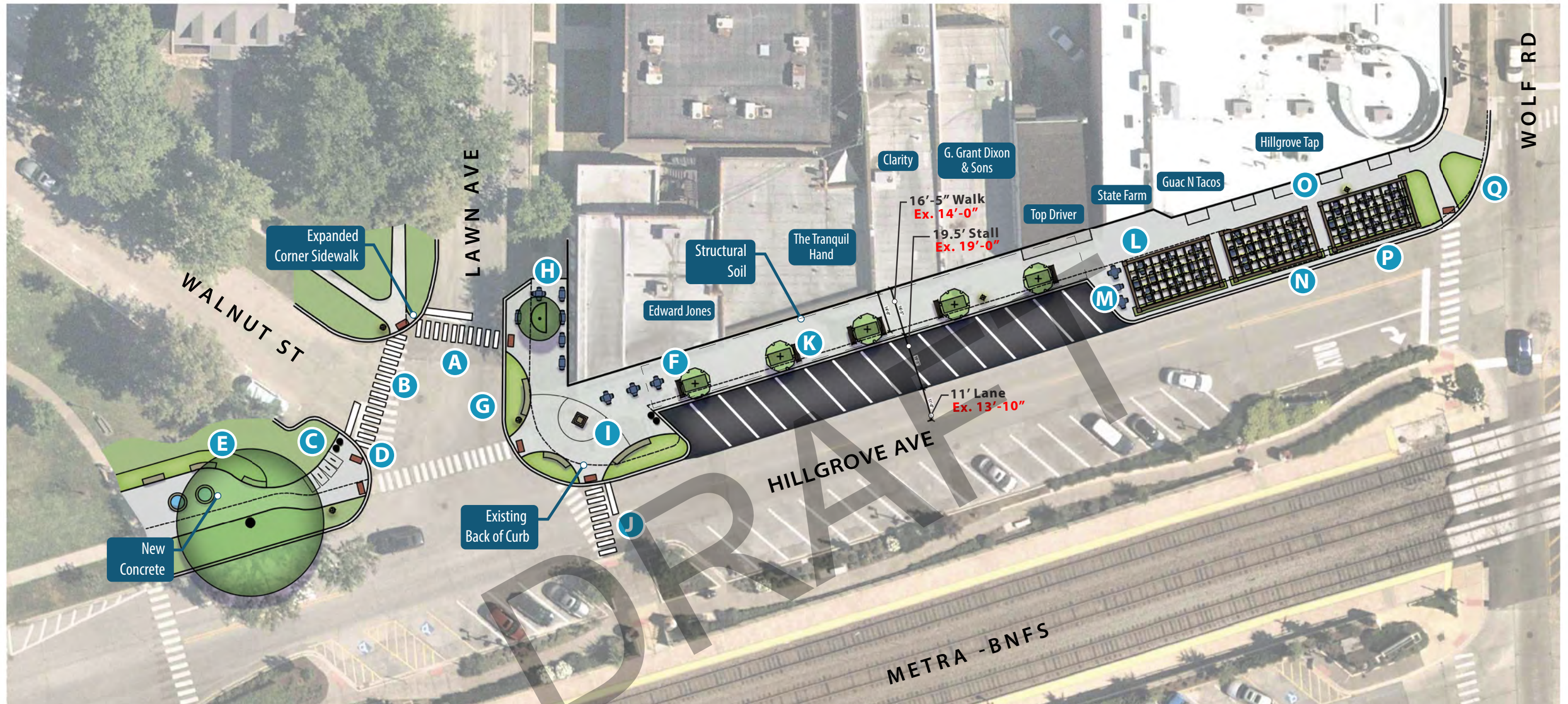
Progressive Streetscape





Concept Plans - Hillgrove Avenue from Walnut to Wolf

DRAFT



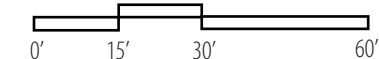
Legend

- A** New Crosswalk at Lawn Ave
- B** Realigned Crosswalk
- C** Shrubs/Perennials/ Seasonal Display and Bike Racks
- D** Expanded Corner Sidewalk
- E** Water Feature with Landscaped Beds and Seat Walls
- F** Benches (6)
- G** Corner Bump-out w/ Landscape Beds and Seat Walls
- H** Existing Tree in Landscape Bed/ Opportunities for Outdoor Dining
- I** Fire Feature Surrounded by Seat Walls
- J** Realigned Crosswalk (Shortened Crossing w/ Bump-out)
- K** Tree Grates (5)
- L** Expanded Sidewalk (Building to Back of Curb) Existing 14'-0" to Proposed 16'-5"
- M** Expanded Bump-out (5 Spaces Removed)
- N** Corner Bump-out Expanded 3'-0"
- O** Outdoor Dining Area Includes Overhead Trellis, Integrated Lighting, Perimeter Buffering Treatments and Amenity Features
- P** Perimeter Buffering Treatments Includes In-ground Planters and Decorative Screening Panels
- Q** Landscape Beds (Flush) at Corner

Village of Western Springs, Illinois

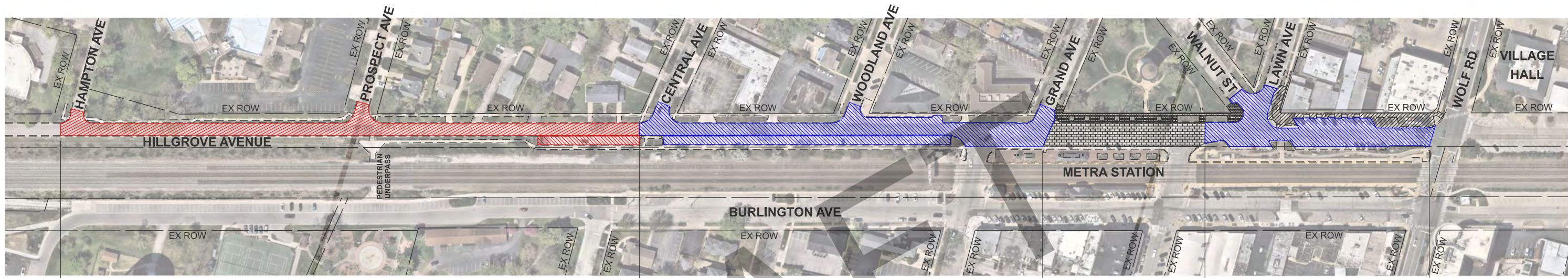
Hillgrove Avenue Streetscape Plan

Concept Layout



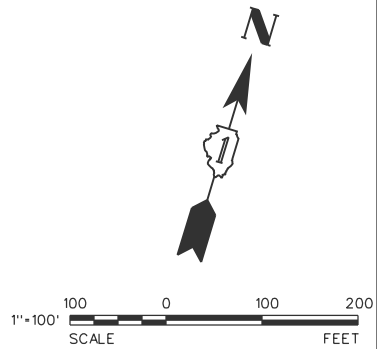
ROW Exhibit

DRAFT



DRAFT

NOTE: PROPOSED WORK ANTICIPATED TO BE PERFORMED WITHIN THE EXISTING ROW.



MODEL: Default FILE NAME: Y:\Proposals & SOCs\Grants\Grant Applications\STP\LFY 2027-2031\Western Springs_Submittal Materials\Exhibits\Hillgrove-Red.dgn

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

USER NAME = mfortmann	DESIGNED -	REVISED -	REVISED -
	DRAWN -	REVISED -	REVISED -
PLOT SCALE = \$\$SCALE\$	CHECKED -	REVISED -	REVISED -
PLOT DATE = 12/8/2025	DATE -	REVISED -	REVISED -

HILLGROVE AVENUE ROADWAY AND STREETScape IMPROVEMENTS
VILLAGE OF WESTERN SPRINGS ILLINOIS

EXISTING ROW EXHIBIT

COUNTY	TOTAL SHEETS	SHEET NO.
COOK	1	1

Safety Road Index (SRI)

DRAFT

SRI Calculator
Western Springs 2020-2025
STP-L Grant Application 12/2025

Segment Length (miles)	ADT (vehicles/day)	Years of Data	Fatal Crashes	Serious Injury Crashes	Minor Injury Crashes	Property Damage Crashes	Crash Score	Exposure	SRI Score	Risk Tier
0.5	2600	5	0	1	5	55	75	6500	1153.846154	Critical

DRAFT



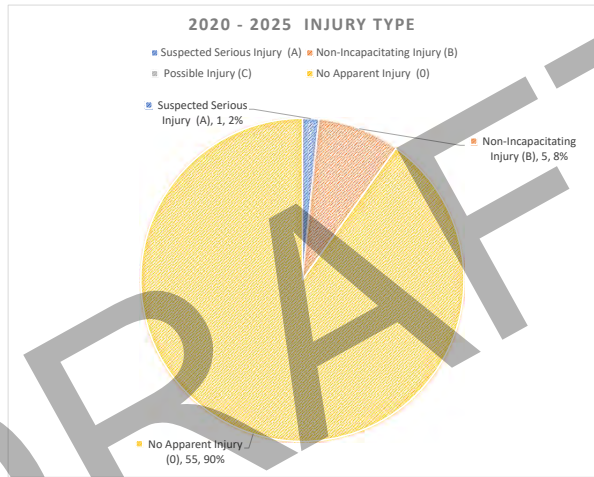
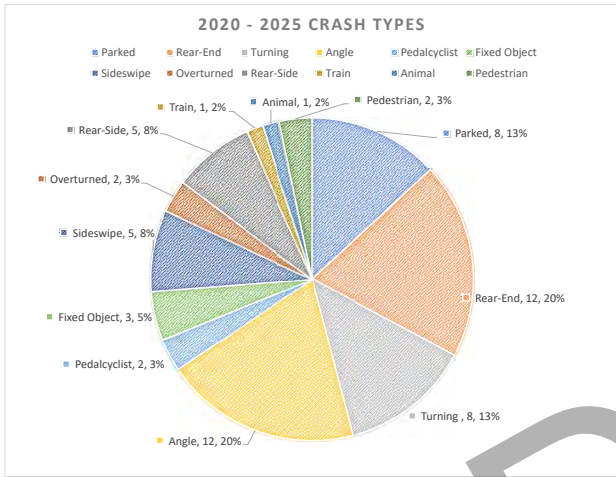
Hillgrove Avenue Crash Summary 2020-2025

DRY
MET

HILLSGROVE: WOLF RD TO HAMPTON
SUMMARY OF CRASHES: 2020-2025

Year	Crashes	Type of Collision												DAY/NIGHT				SURFACE				INJURY TYPE			
		Parked	Rear-End	Turning	Angle	Pedalcyclist	Fixed Object	Sideswipe	Overturned	Rear-Side	Train	Animal	Pedestrian	Day	Night	Dry	Wet	Ice	Snow	Suspected Serious Injury (A)	Non-incapacitating Injury (B)	Possible Injury (C)	No Apparent Injury (0)		
2020	8	2	1	1	0	0	0	1	0	1	1	0	6	2	5	2	0	1	0	0	0	8			
2021	8	2	1	1	0	0	1	0	1	0	0	0	4	4	6	1	0	1	0	0	0	8			
2022	11	1	2	3	0	1	2	1	0	0	0	0	9	2	9	2	0	0	1	2	0	8			
2023	8	1	4	1	2	0	0	0	0	0	0	0	7	1	7	1	0	0	0	0	0	8			
2024	12	0	2	2	5	1	1	1	0	0	0	0	9	3	9	3	0	0	0	1	0	11			
2025	14	2	2	0	4	0	0	1	0	3	0	0	11	3	11	3	0	0	0	2	0	12			
TOTALS	61	8	12	8	12	2	3	5	2	5	1	1	46	15	47	12	0	2	1	5	0	55			

Percentages 13.1% 19.7% 13.1% 19.7% 3.3% 4.9% 8.2% 3.3% 8.2% 1.6% 1.6% 3.3% 75.4% 24.6% 77.0% 19.7% 0.0% 3.3% 1.6% 8.2% 0.0% 90.2%



Crash Type	Legend	#	%
Parked Motored Vehicle		8	13.1%
Rear End		12	19.7%
Turning		8	13.1%
Angle		12	19.7%
Pedalcyclist		2	3.3%
Fixed Object		3	4.9%
Sideswipe		5	8.2%
Overturned		2	3.3%
Rear-Side		5	8.2%
Train		1	1.6%
Animal		1	1.6%
Pedestrian		2	3.3%
Total Crashed (2020 - 2025)		61	100.0%

Injury Type	Legend	#	%
Suspected Serious Injury (A)		1	1.6%
Non-Incapacitating Injury (B)		5	8.2%
Possible Injury (C)		0	0.0%
No Apparent Injury (0)		55	90.2%
Total Crashed (2020 - 2025)		61	100.0%



Safety Narrative

DRAFT

Safety Narrative

Hillgrove Avenue Street and Pedestrian Improvements - Village of Western Springs

The Hillgrove Avenue Street and Pedestrian Improvements project will transform the downtown corridor adjacent to the Metra Station into a safer, more accessible environment for all users. The project removes barriers and upgrades infrastructure to current accessibility standards through reconstructed sidewalks with slip-resistant pavers, ADA-compliant curb ramps, and well-marked crosswalks. Traffic calming measures, including bump outs and raised crossings, will reduce vehicle speeds and improve driver awareness. Flashing pedestrian signals, enhanced lighting, and dedicated bicycle lanes will address visibility and multimodal conflicts. A shared-use segment prioritizing pedestrians and connectivity to the recently completed underpass will close gaps and improve walkability. These improvements align with the Village's commitment to safety and equitable access, creating a fully integrated downtown streetscape that meets both IDOT and ADA guidelines.

DRAFT



Pavement Condition Rating

DRAFT

Show search results for We...

DRAFT



-87.912 41.813 Degrees



Show search results for We...

(1 of 2)

Tenth Of a Mile Coll Date	2022-06-18 00:00:00.0000000
PM2 IRI Rating	Poor
PM2 Rut Rating	Good
PM2 Fault Rating	NA
PM2 Crack Pct Rating	Poor
PM2 Overall Rating	Poor
Primary Route Marking	
Street Name	Hillgrove Ave
BestBegin Reference	Hampton Ave
Best End Reference	Prospect Ave
Extract Date	3/4/2023, 6:00 PM

[Zoom to](#)

Show search results for We...

(1 of 2)

Tenth Of a Mile Coll	2022-06-18
Date	00:00:00.0000000
PM2 IRI Rating	Fair
PM2 Rut Rating	Good
PM2 Fault Rating	NA
PM2 Crack Pct Rating	Fair
PM2 Overall Rating	Fair
Primary Route Marking	
Street Name	Hillgrove Ave
BestBegin Reference	Prospect Ave
Best End Reference	Central Ave
Extract Date	3/4/2023, 6:00 PM

Zoom to



294

294

-87.908 41.812 Degrees

300ft



Show search results for We...

(1 of 3)

Tenth Of a Mile Coll	2022-06-18
Date	00:00:00.0000000
PM2 IRI Rating	Poor
PM2 Rut Rating	Good
PM2 Fault Rating	NA
PM2 Crack Pet Rating	Fair
PM2 Overall Rating	Fair
Primary Route Marking	
Street Name	Hillgrove Ave
BestBegin Reference	Central Ave
Best End Reference	Grand Ave
Extract Date	3/4/2023, 6:00 PM

[Zoom to](#)

DRAFT

-87.906 41.812 Degrees

300ft

Show search results for We...

(1 of 3)

Tenth Of a Mile Coll	2022-06-18
Date	00:00:00.0000000
PM2 IRI Rating	Poor
PM2 Rut Rating	Good
PM2 Fault Rating	NA
PM2 Crack Pct Rating	Poor
PM2 Overall Rating	Poor
Primary Route Marking	
Street Name	Hillgrove Ave
BestBegin Reference	Woodland Ave
Best End Reference	Lawn Ave
Extract Date	3/4/2023, 6:00 PM

[Zoom to](#) ...

DRAFT

-87.912 41.811 Degrees

300ft

Show search results for We...

(1 of 2)

Tenth Of a Mile Coll	2022-06-18
Date	00:00:00.0000000
PM2 IRI Rating	Poor
PM2 Rut Rating	Good
PM2 Fault Rating	NA
PM2 Crack Pct Rating	Fair
PM2 Overall Rating	Fair
Primary Route Marking	
Street Name	Hillgrove Ave
BestBegin Reference	Grand Ave
Best End Reference	Wolf Rd
Extract Date	3/4/2023, 6:00 PM

[Zoom to](#) ...

DRAFT

-87.913 41.809 Degrees

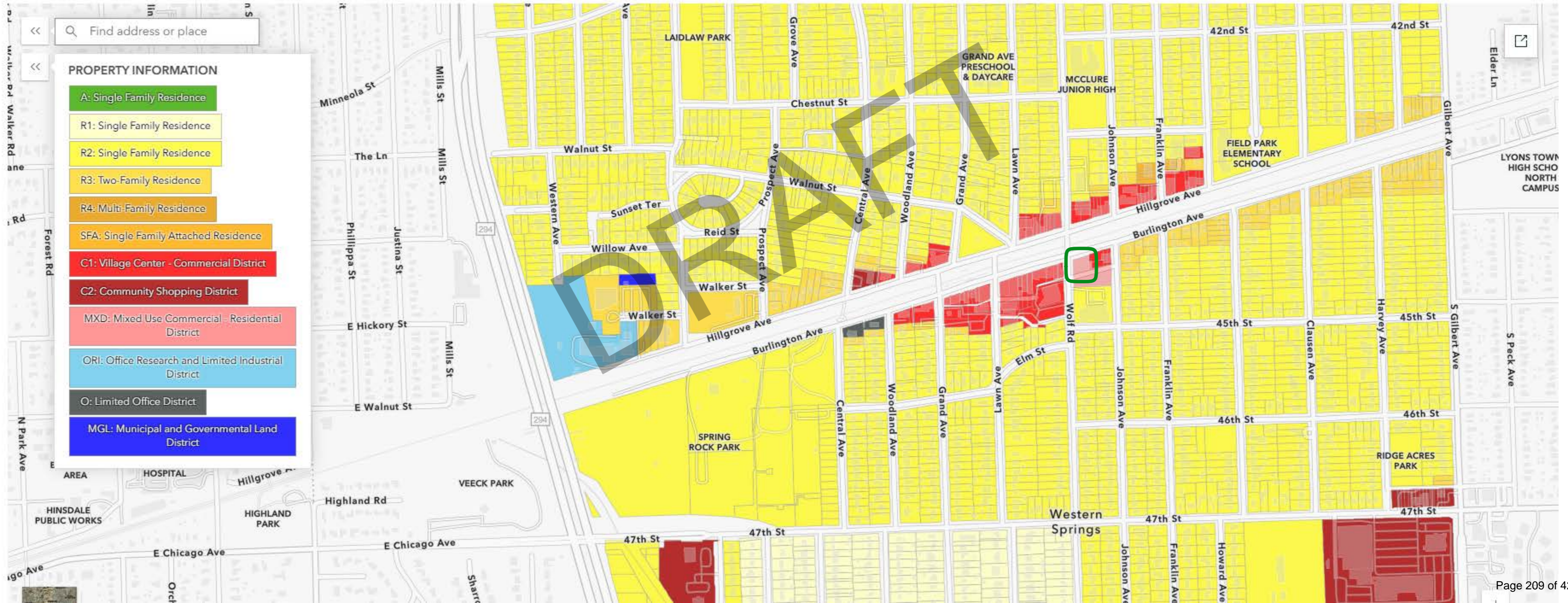
300ft

Zoning Map

DRAFT



liability with regard to the digital zoning map.





Ordinance 15-2787
Map Amendments to Rezone
Foxford Property

ORDINANCE NO. 15-2787

VOTE: Passed on a roll call vote.

Voting aye: Trustees Hansen, Horvath,

Tymick, Gallagher and Glowiak.

Voting nay: None.

Absent: Trustee Word.

OTHER:

DATE: February 23, 2015

APPROVING MAP AMENDMENTS TO REZONE THE 4441 TO 4453 WOLF ROAD PROPERTIES FROM THE C-1 VILLAGE CENTER COMMERCIAL DISTRICT TO THE MXD - MIXED USE COMMERCIAL - RESIDENTIAL DISTRICT AND TO REZONE THE 4450 JOHNSON AVENUE PROPERTY FROM THE R3 TWO-FAMILY DISTRICT TO THE MXD - MIXED USE COMMERCIAL - RESIDENTIAL DISTRICT; APPROVING A DEVELOPMENT PETITION FOR A CONDITIONAL USE PERMIT FOR A PLANNED DEVELOPMENT FOR THE CONSTRUCTION AND OPERATION OF A COMMERCIAL/RESIDENTIAL MIXED USE DEVELOPMENT AT THE 4441 TO 4453 WOLF ROAD AND 4450 JOHNSON AVENUE PROPERTIES, INCLUDING THE PRELIMINARY AND FINAL APPROVAL OF THE DEVELOPMENT PLANS AND APPROVAL OF A PLAT OF CONSOLIDATION AND PLAT OF PLANNED DEVELOPMENT.

WHEREAS, Foxford Station, LLC (the "Applicant") is the owner and developer of the 4441 to 4453 Wolf Road and 4450 Johnson Avenue properties, which are generally located at the southeast corner of Wolf Road and Burlington Avenue (the "Property"). Peter J. Brennan is the Manager of Foxford Station, LLC, which has its principal place of business, located at 12 Salt Creek Lane, Suite 400, Hinsdale, Illinois. The Property is improved with the former Tischler's Grocery Store Building and the former Breen Drycleaners Building along with an asphalt parking lot. A Village-owned east-west 16 foot wide public alley that has ingress and egress points at Wolf Road and Johnson Avenue is located between the Tischler's Grocery Store Building and the Breen Drycleaners Building and the alley spans the Property. The two Buildings have been vacant for approximately ten years and are now in disrepair; and

WHEREAS, the Applicant has submitted its Application and supporting documents to petition for approval of the following zoning relief and development approvals in accordance with the applicable provisions of the Village's Municipal Code and the Development Control Ordinance ("DCO"): (a) a map amendment for the Property from the current C1 Village Center Commercial District (4441 to 4453 Wolf Road properties) and R3 Two-Family Residence District (4450 Johnson Avenue property) classifications to the MXD – Mixed Use Commercial-Residential District classification ("MXD District"), upon its adoption by the Village; (b) a Conditional Use Permit for a Planned Unit Development to allow for the construction, maintenance and operation of a commercial/residential mixed use development at the Property (the "Project" or "Development") consisting of: a four-story mixed use building (49'6" in height) with approximately 36,000 square feet of building coverage including on-site, one-story, above-grade indoor parking area; (c) preliminary and final approval of the development plans for the Project; (d) a plat of consolidation; and (e) a vacation of the Village-owned east-west 16 foot wide public alley. The top three floors of the proposed building will have a maximum of 52 one, two and three bedroom dwelling units. The ground floor will have approximately 3,600 square feet of commercial space, which could be utilized for retail, office, service or restaurant uses. Outdoor seating along Burlington Avenue would be available for a restaurant. The ground floor of the building will also

have a minimum of 66 indoor parking spaces, a minimum of 52 spaces which will be reserved for dwelling unit occupants, with the remaining 14 available for the commercial occupant and overnight guests of residents; and

WHEREAS, as part of the Application, the Applicant requested preliminary and final approval of the submitted "Development Plans" for the Project, which are listed in Exhibit "A" attached hereto and made a part hereof. The Applicant shall submit Architectural Plans along with final version of the Development Plans for a Village staff review and a Village Engineer review prior to those Plans being considered for final approval by the Village Board at a public meeting; and

WHEREAS, the Property is within the newly created Downtown South Tax Increment Financing Project Area. The Applicant has requested consideration of extraordinary development costs it will incur for property assembly, demolition, site preparation, utility relocation, stormwater management facilities, streetscape enhancements, public benefit improvements and related professional service fees for reimbursement from available TIF funds if the Village enacts a TIF district designation; and

WHEREAS, the Application, including the preliminary and final development plans are on file with the Village Clerk's Office and are incorporated herein by reference into this Ordinance and made a part hereof; and

WHEREAS, the Property is legally described as follows:

LOTS 1, 2, 13, 14, 15, 16, 17, THE WEST 19 FEET OF LOT 18 MEASURED PERPENDICULAR TO THE WEST LINE THEREOF (EXCEPT THAT PART OF LOT 18 LYING NORTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF LOT 18 WHICH IS 60 FEET NORTH OF THE SOUTHWEST CORNER THEREOF TO A POINT ON THE EAST LINE OF LOT 20 WHICH IS 60 FEET NORTH OF THE SOUTHEAST CORNER THEREOF), AND THE ENTIRE PUBLIC ALLEY IN THE "SUBDIVISION OF BLOCK 51" IN THE WEST ½ OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD MERIDIAN, IN ACCORDANCE WITH THE PLAT THEREOF RECORDED JUNE 9, 1925, AS DOCUMENT NO. 8939024 IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS;

Common Address: 4441 to 4453 Wolf Road and 4450 Johnson Avenue;

P.I.N.s: 18-05-305-011, 18-05-305-028 and 18-05-305-029; and

WHEREAS, pursuant to notice published and posted as required by applicable state law and the applicable provisions of the Western Springs Municipal Code of 1997, as amended, on November 20, 2014, the Plan Commission conducted a public hearing to consider the zoning relief requested in the Application (the "Public Hearing"). By motion of the Plan Commission, the Public Hearing was continued until December 16, 2014 in order to have adequate time to fully discuss the Project. The Public Hearing was closed on December 16, 2014 and continued to January 13, 2015 for further consideration of the Application. The Plan Commission agreed to reopen the Public Hearing on January 13, 2015 to accept additional written and oral testimony from the Applicant and the public into the record; and

WHEREAS, after closing the Public Hearing on January 13, 2015, the Plan Commission

passed a motion approving Report and Recommendation No. 15-02 that favorably recommended the approval of the zoning relief and the other development approvals, including preliminary and final approval of the development plans relative to the issuance of the Conditional Use Permit for a Planned Development and the design, construction, operation and maintenance of the commercial/residential mixed use development, requested by the Applicant, subject to certain conditions (See, Section IV of Report and Recommendation No. 15-02) and a set of "Conditions of Final Approval" (See, Exhibit "J" of Report and Recommendation No. 15-02). A copy of the Report and Recommendation No. 15-02 is on file with the Village Clerk's Office and is incorporated herein by reference and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village Board"), at public meetings held on December 1, 2014 and January 26, 2015, generally discussed the Applicant's request for zoning and development approval and its pending Application. Then at the February 9 and 23, 2015 public meetings, the Village Board considered the findings, recommendations and conditions of the Plan Commission as set forth in Report and Recommendation No. 15-02 and, with the passage of this Ordinance, they accept, adopt and approve the findings, recommendations and conditions set forth in Report and Recommendation No. 15-02, subject to the 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 5/11-13-1 *et seq.*) and the applicable provisions of Title 10 (Development Control Ordinance) of the Western Springs Municipal Code of 1997, as amended, the President and Board of Trustees approve the zoning relief and the other development approvals, including preliminary and final approval of the development plans, as requested by the Applicant relative to the issuance of the Conditional Use Permit for a Planned Development for the design, construction, operation and maintenance of the requested commercial/residential mixed use development, subject to the conditions contained in Section 4 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. The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2. Pursuant to Section 10-3-12 (Amendments) of Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), of the Western Springs Municipal Code of 1997, as amended, the President and Board of Trustees approve the following:

- A. A map amendment to rezone the 4441 to 4453 Wolf Road Properties, legally described above, from the C-1 Village Center Commercial District classification to the MXD – Mixed Use Commercial-Residential District classification, subject to the conditions set forth in Section 4 below.
- B. A map amendment to rezone the 4450 Johnson Avenue Property, legally described above, from the R3 Two-Family Residence District classification to the MXD – Mixed Use Commercial-Residential District classification, subject to the conditions set forth in Section 4 below.

- C. The revision of the Official Zoning Map of the Village of Western Springs to show the above map amendments in accordance with Section 11-13-9 of the Illinois Municipal Code (65 ILCS 5/11-13-9).

SECTION 3. 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 of a conditional use permit for a planned unit development for a commercial/residential mixed use development, as defined and regulated by the MXD District regulations, at the Property to allow for the construction, maintenance and operation of a four-story mixed use building (49'6" in height) with approximately 36,000 square feet of building area including an on-site, one-story, above-grade indoor parking area as proposed by the Applicant.
- B. Preliminary approval of the Development Plans for the Project.
- C. Preliminary and final approval of the Plat of Planned Development, subject to Village staff, Village Engineer and Village Attorney recommended amendments.
- D. Preliminary and final approval of the Plat of Consolidation, subject to Village staff, Village Engineer and Village Attorney recommended amendments.
- E. Preliminary approval of a plat of vacation and reservation of easements relative to the Village-owned east-west 16 foot wide public alley, subject to compliance with the publication of a notice in regard to solicitation of alternate development proposals as required by the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4(c)) by the Village in a newspaper in advance of the final approval of the alley vacation and easement reservation ordinance for the Village-owned public alley by the Village Board. The Applicant shall pay the acquisition fee (\$93,589.50) and the related vacation transaction costs to the Village at a closing scheduled on a date mutually agreeable to the parties within six (6) months of the approval of the alley vacation ordinance. As part of the alley vacation, vehicle and pedestrian access, stormwater drainage and utility easements for the benefit of Village, public and private utility companies and the owner and occupants (and subsequent owners and occupants) of the 701 West Burlington Avenue property (Benak Auto Repair Shop) shall be reserved.
- F. Approval of the other requested relief set forth above in Subsections C through I of IV. OTHER REQUESTED RELIEF in the Report and Recommendation No. 15-02:
 - (1) **Landscape / Streetscape Plans.** Preliminary approval of the Landscape / Streetscape Plans, with final approval being considered by the Village Board at a later public meeting once the Village has completed its design work for the Landscape / Streetscape improvements in this general area. The completion of the Village's design work for the Landscape / Streetscape improvements will not delay the issuance of a building permit for the Project. Once approved, the Applicant shall coordinate the installation of its Landscape / Streetscape improvements with the Village's installation of its Landscape / Streetscape improvements in the general area.
 - (2) **Signage Plan.** The requirement of a Sign Plan for commercial tenants is waived at this time to allow the Applicant to secure commercial tenants. Once tenants are

- secure, the Applicant shall submit a Sign Plan for Village Board approval.
- (3) **Lighting Plan.** Approval of a waiver from the requirement that it submit a photometric plan, as there is no open air parking sites with overhead lighting that would justify the photometric plan. This waiver is subject to the Applicant, at its cost, installing a Village standard ornamental light at the intersection of the vacated public alley and Johnson Avenue for enhanced visibility for vehicle and pedestrian interaction.
 - (4) **Burlington Avenue – Overnight Parking and Commercial Parking.** The Village agrees to cooperate in pursuing the use of ten (10) parking spaces for weekend overnight parking by guests of the residents of the Project within the METRA commuter parking spaces along the north side of Burlington Avenue. The approved weekend parking restrictions are Fridays from 6:00 p.m. to Mondays at 5:00 a.m. and shall be managed by the property manager of the Project. In addition, the Village agrees to cooperate in pursuing the use of available parking spaces within the METRA commuter parking spaces along the north side of Burlington Avenue for commercial parking after 2:00 p.m. each day. The use of these parking spaces shall be subject to the terms of a license agreement to be approved by the Village Board, in its sole discretion. The license agreement shall be approved by the parties prior to the issuance of a temporary occupancy permit for the Project.
 - (5) **45th Street and Wolf Road Crosswalk.** The Village agrees to cooperate in the Applicant's request to the Cook County Department of Transportation for a crosswalk at 45th Street and Wolf Road for the benefit of the Western Springs Baptist Church patrons to use the Heartland Bank parking lot on Sundays. The crosswalk improvements shall be completed prior to the issuance of a temporary occupancy permit for the Project.
 - (6) **Burlington Avenue Loading Zone.** The Applicant requests an "on-street loading zone" be allowed along the south side of Burlington Avenue as shown on the final version of the Development Plans.
 - (7) **Property Maintenance.** The Applicant shall submit a Property Maintenance Plan for the Project, including all interior, exterior and terrace landscaping and parkway landscaping and required irrigation systems, for approval by the Community Development Director, or his/her designee, prior to the issuance of a temporary occupancy permit. The Project's property manager shall be responsible for these maintenance obligations while the building remains a rental property and the condominium association shall be responsible for these maintenance obligations when the building converts.
- G. Approval of the outdoor café area (as shown on the Site Plan) to be operated only in conjunction with an on-site restaurant. The operator of the restaurant and outdoor café shall be required to comply with the applicable temporary use permit regulations of Section 10-4-5(F) of the DCO.
- H. Approval of the attached Conditions of Final Approval for Conditional Use Permit for a Planned Development Known as "Foxford Station" (See attached **Exhibit "B"**).
- I. The Village agrees to negotiate an agreement for TIF-eligible reimbursable development costs with the Applicant in regard to the Applicant's request for reimbursement of certain extraordinary development costs for the Project from the tax increment funds (TIF Funds) to be generated by the newly created Downtown South Tax Increment Financing District. However, the Village makes no commitment

regarding the maximum dollar amount of the reimbursement. The maximum amount of the reimbursement of the extraordinary development costs for the Project to be paid with TIF Funds and the payment terms of the reimbursement shall be determined by the Village Board, in its sole discretion. Within the reimbursement agreement, the parties will mutually decide which extraordinary development costs are reimbursed in full or in part or not at all, based on the amount of reimbursement that the Village Board authorizes for the Project. The extraordinary development costs that are eligible for reimbursement include: property assembly (reimbursement of a portion of the public alley vacation / acquisition fee: \$93,589.50), demolition, site preparation, utility relocation, stormwater management facilities, streetscape enhancements, public benefit improvements and related professional service fees for reimbursement from available TIF Funds. The notice in regard to solicitation of alternate development proposals as required by the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4(c)) shall be published by the Village in a newspaper in advance of approval of the reimbursement agreement.

SECTION 4. The above zoning relief and development approvals in Sections 2 and 3 above are subject to the following conditions:

- A. The above map amendments, zoning relief and other development approvals for the Development are conditioned upon the Village Board passing an ordinance to create the MXD – Mixed Use Commercial-Residential District classification.
- B. Approval by the President and Board of Trustees of the final version of the Development Plans, including the final Architectural Plans, shall be considered and acted on by the Village Board at a public meeting, after amendments are made to address or incorporate the plan reviews performed by the Village staff, the Village Engineer and the conditions required by the Village Board in this Ordinance. The final version of the Development Plans shall be in substantial conformance with the Development Plans approved by this Ordinance. Village Board approval of the final version of the Development Plans shall be required as a condition of the Applicant applying for a site development permit or a building permit. The content of the Village staff and Village Engineer reviews shall include, but not be limited to, final building materials, building elevations, building lighting, placement and screening of mechanical equipment (if required) and utilities on all elevations, larger grates/louvers for west/Wolf Road elevation, louvers along south and east elevations, marketing signage, and permanent exterior signage for commercial and residential spaces.
- C. The proposed Project shall be constructed in substantial conformance with the final Village-approved Development Plans and shall conform to all applicable laws and Village Codes, including the landscape and storm water management specifications, as of the approval date of this Ordinance, except as otherwise modified by the Ordinance or subsequent Village approvals. The Applicant agrees to take all commercially reasonable steps to ensure that the building design, building materials and exterior color schemes of the proposed building and its related landscaping are designed to blend in and complement the adjacent commercial and institutional uses.
- D. While the Plat of Consolidation is subject to administrative approval by the Village's Community Development Director in accordance with Section 10-10-21 (Plats of Consolidation) of the DCO, the Plat shall be executed by the Village President and Village Clerk due to its consideration as part of a re-zoning of property and approval

of a commercial/residential mixed use development under the MXD District regulations.

- E. Compliance with the Conditions of Final Approval For Conditional Use Permit For A Planned Development Known As Foxford Station which may only be amended by mutual agreement of the Applicant and the Village Board or by the Village Board, in the Board's sole discretion, but only after a public hearing with notice to the Applicant (or its successor in interest) and adoption of an ordinance that amends this Ordinance. See **Exhibit "B"** attached hereto and made a part hereof.
- F. The Applicant shall work with the Village staff and the Village Engineer to finalize the Landscape Plan in terms of types and sizes of plantings and location of plantings, in order to provide enhanced screening and buffering from the adjacent Johnson Avenue residents and to avoid any sightline concerns for the vehicle traffic exiting the Development. The Landscape Plan shall include a Tree Protection Plan that will be followed during the construction of the Project. The Applicant, at its cost, shall be responsible for the maintenance and replacement of all trees in quantity and caliper that matches the existing tree buffer along the east lot line (e.g. coniferous trees). Replacement of trees that are dead, diseased or dying, as determined by Village staff, shall take place within thirty (30) days of tree removal, weather permitting. The species of a replacement tree shall be determined by Village staff and the height of a tree at planting shall be not less than 14 feet in height above grade.
- G. The Applicant should work in good faith with the Western Springs Baptist Church and the Village, as necessary, to satisfy the Church's requested assistance as set forth in Point #1 and Point #2 of its Letter dated January 9, 2015 (**Western Springs Baptist Church Exhibit "2"**). All of the costs associated with completing the items set forth in Point #1 and Point #2 of the Letter dated January 9, 2015 shall be the responsibility of the Applicant.
- H. The Applicant shall pay a school site / school improvement impact fee and a park and recreation site impact fee to the Village in lieu of land dedication, as calculated by the Village, in accordance with the formula set forth in Section 10-10-14 of the DCO. The impact fees shall be paid at the time the Applicant applies for a temporary certificate of occupancy.
- I. All plats approved for this Project shall be recorded by the Village, at the Applicant's cost, against title to the Property with the Cook County Recorder of Deeds Office.

SECTION 5: 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 6: 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 7: This Ordinance shall be in full force and effect from and after its adoption

and approval as provided by law.

SECTION 8: A certified copy of this Ordinance shall be recorded against title to the Property with the Cook County Recorder of Deeds Office ("CCRD") 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 CCRD. 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 23rd day of February, 2015, and approved by me as President on the same day.


Village Clerk


Village President

This Ordinance was published by me in pamphlet form on 23rd day of February, 2015.


Village Clerk

Exhibit "A"

Development Plans for the Foxford Station Project

The "Development Plans" for the Foxford Station Project are part of the Application submitted by the Applicant and consist of the following documents:

- A. Market analysis prepared by Tracy Cross and Associates, Inc. and dated July 29, 2014.
- B. Fiscal and Economic Impact Study prepared by Strategy Planning Consultants and dated June 22, 2014, as amended on December 10, 2014.
- C. Stormwater Management Report prepared by Mackie Consultants, LLC and dated October 24, 2014.
- D. Traffic Impact Study prepared by KLOA and dated July 28, 2014, as amended on December 15, 2014.
- E. Color proposed building prospective and floor plans prepared by Fitzgerald Associates and dated October 28, 2014, as amended on January 7, 2015.
- F. Exterior Lighting and Signage Sketch prepared by Fitzgerald Associates and dated October 28, 2014.
- G. Schematic Landscape Design and Streetscape Plans prepared by Hitchcock Design Group and dated October 27, 2014, as amended on January 7, 2015.
- H. Overall Site Plan prepared by Mackie Consultants, LLC and dated October 24, 2014, as amended on January 7, 2015.
- I. Final Plat of Consolidation for Foxford Station prepared by Mackie Consultants, LLC and dated October 24, 2014, as amended.
- J. Preliminary and Final Engineering Plans prepared by Mackie Consultants, LLC for Foxford Station and dated October 24, 2014, as amended.
- K. Preliminary and Final Planned Unit Development Plan prepared by Mackie Consultants, LLC and dated October 24, 2014, as amended.
- L. Supplement to the Application prepared by Foxford Station, LLC and dated December 10, 2014 consisting of a 3-page letter with a 1-page sheet entitled "Concept Engineer's Opinion of Probable Cost for Foxford Station" prepared by Mackie Consultants, LLC and dated December 10, 2014 and updated January 12, 2015.
- M. Land Use Compatibility & Real Estate Impact Study dated December 15, 2014 and prepared by Gary K. DeClark (MAI, CRE, FRICS) and Michael R. Lloyd (MAI) of CBRE ("Project Real Estate Consultant's Report").
- N. Supplement to the Application prepared by Foxford Station, LLC consisting of a three-page "Summary of Plan Changes" letter dated January 6, 2015 with corresponding updated Preliminary and Final Engineering Plans.
- O. Supplement to the Application prepared by Foxford Station, LLC consisting of a five-page letter dated January 7, 2015 with corresponding updated Design Plans, an updated Fiscal Impact Study, an updated Traffic Study and explanation of request for tax increment financing incentive (to be considered and approved by the Village Board).
- P. Architectural Plans (to be submitted with the final version of the above Development Plans.)
- Q. Tree Protection Plan (to be submitted with the final version of the above Development Plans.)
- R. Construction Staging and Restoration Plan (to be submitted with the final version of the above Development Plans.)
- S. Property Maintenance Plan (to be submitted with the final version of the above Development Plans.)

Exhibit "B"

**Conditions Of Final Approval For Conditional Use Permit
For A Planned Development Known As
"Foxford Station"**

(attached)

DRAFT

**Conditions Of Final Approval for Conditional Use Permit
For A Planned Development Known As
"Foxford Station"**

1. The existing drainage pattern for the Property will not be altered by the construction of the building, the storm water drainage system, the landscaping or any of the related improvements.
2. In order to promote safe ingress and egress from the Property and to also promote the utilization of the on-site parking facilities, on-site vehicle traffic signage as approved by the Village is required for the Project. All approved and required on-site parking restriction signage that pertains to the Development shall be installed by the Applicant, at its cost.
3. On-street parking adjacent to the Development shall be regulated as follows:
 - A. No on-street parking allowed along the east side of Johnson Avenue, between the south right-of-way line of Burlington Avenue and the north right-of-way line of 45th Street, on Sundays between the hours of 8:00 a.m. and 12:00 p.m.
 - B. Parking in the spaces located along the north right-of-way line of Burlington Avenue, east of Village Water Well #1, is subject to the posted commuter parking restrictions.
 - C. All approved and required on-street parking restriction signage that pertains to the Development shall be installed by the Village, at its cost.
4. The Development shall maintain at least four (4) on-site parking spaces for use by employees of tenants of the commercial spaces located in the building.
5. Deliveries to the commercial/residential mixed use development shall be as follows:

Weekdays:	7:00 a.m. to 7:00 p.m.
Saturdays:	9:00 a.m. to 12 noon
Sundays:	No deliveries
6. Parking, stacking or unloading of delivery vehicles on Burlington Avenue, Johnson Avenue or Wolf Road is prohibited, except as permitted by appropriately posted signage.
7. The Applicant, at its cost, shall design and construct an extension of the Village standard ornamental lighting on the east side of and south on Wolf Road from Burlington Avenue to 45th Street with 3 new pole locations to be identified by staff. The Village shall the own and maintain the lighting improvement upon completion and acceptance.
8. The Applicant, at its cost, shall provide maintain and replace seasonal landscaping for all newly proposed planters/planted areas whether public or private in accordance with design criteria currently being developed by Smith Group-JJR for the Downtown Plan. This will include seasonal changes in landscaping such as greenery for winter conditions to maintain consistency with the Village's Downtown Plan and Streetscape and Design Plan.
9. The Applicant, at its cost, shall design, construct, maintain and operate a privately owned automatic irrigation system for all proposed landscaping at ground level around the

perimeter of the building and in all proposed planting areas constructed in any public right of way, in accordance with the final Village-approved Landscape Plan.

10. The Applicant, at its cost, shall rehabilitate the existing Well House #1 based upon a structural assessment report to be provided by the Village. Rehabilitate shall include and is not limited to a new "Live Green Roof" along with any necessary improvements that may be required to improve or maintain the Well House appearance such as brick façade rehabilitation, tuckpointing or replacement or other necessary structural work to support a green roof. The Village, at its sole discretion, may participate in some of the rehabilitation costs.
11. The Village, through its Downtown Plan and Streetscape and Design Plan process, shall establish Way Finding signage criteria for architectural character. The Applicant, at its cost, shall cooperate and adhere to the material type, size, location etc. to remain consistent with the Downtown Plan and the Streetscape and Design Plan for the installation of any signage required which are on or in close proximity to the Development site.
12. The Applicant has requested overnight parking arrangements from Friday from 6:00 p.m. until Monday at 5:00 a.m. along Burlington Avenue for Foxford resident visitors. The Applicant, only through a license agreement approved by the Village, in its sole discretion, may seek usage of up to ten (10) spaces located opposite and immediately west of the existing landscape Island that is immediately north of the Franklin Avenue intersection. Any modification of signage to provide for this agreement shall be designed and installed at the Applicant's cost. The Village will enforce its requirements regarding its 2 inch snowfall regulations to insure parking spaces are clear and accessible for commuters. Any right of use of these parking spaces granted by the Village to the Applicant is subject to the priority rights of use and other lease rights of METRA. The license agreement shall be approved by the parties prior to the issuance of a temporary occupancy permit for the Project.
13. The Applicant has requested daily usage of existing angled parking along Burlington Avenue immediately north of the development after 2:00 p.m. daily. The Applicant, only through a license agreement approved by the Village, in its sole discretion, may seek use of this area. No overnight parking within this area will be permitted. Any modification of signage to provide for this agreement shall be designed and installed at the Applicant's cost. Any right of use of these parking spaces granted by the Village to the Applicant is subject to the priority rights of use and other lease rights of METRA. The license agreement shall be approved by the parties prior to the issuance of a temporary occupancy permit for the Project.
14. The Applicant, at its cost, shall design, obtain necessary permits and install a pedestrian crossing including any required signage at 45th Street and Wolf Road. The improvement shall be subject to the Cook County Department of Transportation and Highways' approval. The Village shall cooperate in seeking all required County Highway approvals. The crosswalk shall be completed prior to the issuance of a temporary occupancy permit for the Project.
15. Upon substantial completion of the development, the Village shall evaluate the need for the construction of seven (7) or eight (8) angled parking spaces in the north parkway of 45th Street between Wolf Road and Johnson Avenue adjacent to the Baptist Church of

Western Springs. The Village, in its sole discretion, shall determine the need and direct the Applicant, at its cost, to design and install the required improvements subject to approval and agreement of the Baptist Church. The design shall be completed as part of the final Engineering Plans and shall be implemented only if required by the Village.

16. The Final Plat of Planned Development shall be revised to show, for all required access, stormwater and utility easements, the vacated public alley, the reserved private driveway area, and specifically identify all terms and conditions associated with the remaining alley for usage, assignment of the Village's right to enforce parking restrictions or regulations related to the equitable use of the alley by all parties who currently use or access via the alley. Terms shall include cleanliness standards, snow removal and other required reasonable terms.
17. The Applicant, at its cost, shall construct a \pm 40 foot long "loading zone" in the south parkway of Burlington Avenue between the 701 Burlington Avenue property (Benak Auto Repair Shop) drive entrances by modifying an existing brick paved area. The loading zone shall be constructed of concrete pavement consistent with the existing Burlington Avenue pavement construction. All pavement, brick work, signage, pavement striping and ancillary work shall be at the expense of the Applicant.
18. The Applicant shall prepare a Construction Staging and Restoration Plan, including a sequence of construction operations along with supporting diagrams, defining and providing for maintenance of existing pedestrian and vehicular movements along Wolf Road, Burlington Avenue and Johnson Avenue. Identify construction access routes, temporary detours, regular street cleaning intervals and refuse removal and other appropriate safety, restricted access and "good neighbor" practices. Standard Village construction hours shall apply except as otherwise permitted by the Village Manager.
19. School children are regular users of both Wolf Road and Burlington Avenue. The Applicant, at its cost, shall provide safe travel for all school children when school is in session and construction of the improvement impedes or prevents the normal and safe use of existing public sidewalk. The Applicant shall prepare a plan, and hire, monitor and regulate any and all necessary crossing guards necessary for the appropriate periods as determined by the Department of Law Enforcement to provide for the adequate safety of school children. The Applicant's plan shall be brought before the Village's Transportation and Safety Committee which shall have sole discretion for approval of the Applicant's plan. The Village's normal single crossing guard will be made available but supplemental guards shall be provided at the Applicant's sole cost. All crossing guards shall be approved by the Village's Department of Law Enforcement prior to placement.
20. As a result of a more concentrated use of the proposed vacated alley area, which will be converted into a private driveway with access, stormwater and utility easements, the Applicant, at its cost, shall install a Village standard ornamental light at the intersection of the Alley and Johnson Avenue for enhanced visibility for vehicle and pedestrian interaction. If necessary, light shields may be required to limit impacts to the residential homes east of the intersection. If the Applicant can demonstrate that adequate lighting can be provided on the building that can adequately illuminate the sidewalk/driveway intersection which meets the Village's photometric lighting standards, the Village will consider such a design as a possible alternate to the installation of an ornamental light standard.

21. The Applicant (and any successor owners, property managers, property associations), at its cost, shall be required to provide for long-term lawn and landscape maintenance of the parkway along Johnson Avenue across the frontage of the development which in part constitutes screening for the development. Maintenance standards, tree replacement standards and other appropriate landscaping standards shall be developed by the Village and incorporated into the Applicant's Property Maintenance Plan for the Project, and the Applicant shall comply with the obligations and standards in the contained in the Property Maintenance Plan. The Property Maintenance Plan shall be reviewed and approved by the Village Attorney prior to the issuance of a temporary occupancy permit for the Project.
22. The proposed development site will create the largest and very prominent façade with constant exposure to the travelling public. The Property Maintenance Plan reflecting the Applicant's obligation to maintain the building's appearance shall be prepared by the Applicant and reviewed and approved by the Village Attorney.
23. The Applicant shall enter into and provide verification that the Applicant and Baptist Church of Western Springs have entered into an agreement to repair, replace, patch, seal coat, restripe or perform other maintenance activities on the Baptist Church parking lot. It is anticipated that the Baptist Church parking arrangement and internal parking lot circulation shall be in accordance with the plan sketch prepared by Mackie Consultants presented at the Plan Commission meeting.
24. The Applicant, at its cost, shall use commercially reasonable efforts to cause the existing overhead electric service wire extending from the alley entrance on Johnson Avenue north to the southeast corner of Johnson Avenue and Burlington Avenue to be buried, at its expense, to remove the overhead nuisance and enhance the aesthetics of the Johnson Avenue corridor.
25. Due to the expected high volume of traffic construction impact and damage to the existing Johnson Avenue pavement from Burlington Avenue to the proposed vacated alley, the Applicant, at its cost, shall extend the Johnson Avenue concrete pavement south approximately 120 feet to just south of the alley entrance at the completion of the project.
26. The Applicant, at its cost, shall perform pavement restriping of the appropriate type at the completion of the project to "freshen up" existing pavement markings that will be heavily worn due to the significant amount of construction traffic and construction equipment. This work shall be limited to the roadway segments adjacent to the proposed development site and shall be performed in accordance with the Construction Staging and Restoration Plan.
27. In the event that the Applicant does not obtain a site development permit or a building permit and commence and actively perform construction on the Project site within twelve (12) months of the approval date of this Conditional Use Permit Ordinance for this Project, the Conditional Use Permit for this Project shall expire in accordance with Section 10-3-14(L) of the DCO, unless the 12-month period is extended by approval of an ordinance by the Village Board. In the event the Applicant applies for a site development permit or a building permit within the initial 12-month period, the initial 12-month period to commence and actively perform construction on the Project site to avoid the expiration of the Conditional Use Permit shall be automatically extended by a 4-month period without further action or approval by the Village Board. After completion of the Project, in the event that there are vacancies in the commercial space or the dwelling units remain vacant due to market conditions or for repairs or remodeling, such vacancies shall not trigger an

expiration of the Conditional Use Permit for this Project. Any other extensions of the above 12-month period to avoid an expiration of the Conditional Use Permit for this Project shall be approved by an ordinance passed by the President and Board of Trustees of the Village, in their discretion. Approval of such an extension does not require a public hearing, but such ordinance must be approved by the President and Board of Trustees of the Village at a public meeting in accordance with the Open Meetings Act. If the Conditional Use Permit expires, the Plan Commission shall review the proposed future use under the requirements of the conditional use and planned development sections of the Code and forward a recommendation to the President and Board of Trustees for their review and approval. If there is any change in use of the existing building, the Applicant and the Property Owner, and their successors-in-interest, shall be obligated to comply with the conditional use provisions of the DCO (Section 10-3-14(M)) in regard to approval of changes or modifications of use.

28. If any of the commercial space in the building, or any portions thereof, is used for medical office or medical clinic purposes, all medical waste shall be collected, held and disposed of by the tenant in accordance with applicable local, county, state and federal laws and regulations. In addition to the requirements of the preceding sentence, no medical waste shall be placed or held in a container outside of the building. Secure medical waste storage containers shall be located and maintained within the building and the contents of the containers shall be disposed of by a licensed medical waste disposal company.
29. The Applicant shall submit a plat of consolidation or resubdivision for the Property for approval by the Village or shall prepare a condominium plat pursuant to the Condominium Property Act (765 (ILCS 605 *et seq.*) and record said plat with the Office of the Cook County Recorder of Deeds prior to the sale of any dwelling unit or commercial space.
30. Prior to the sale of any dwelling unit or commercial space for condominium purposes, the Applicant shall submit a Condominium Declaration for review and approval by the Village Attorney and recording with the Office of the Cook County Recorder of Deeds. The Declaration shall provide for adequate building reserve funds to pay for operating expenses (insurance, building maintenance and cleaning vendors, utilities, security) and short-term and long-term maintenance, repair and replacement expenses for the exterior and interior of the building and its common areas, and also contain all necessary cross access easements for driveway use and garage access for the benefit of each of the dwelling units and commercial spaces as well as common area easements for use, repair, replacement and maintenance of common areas and common elements (driveway, fencing, landscaping, roof and exterior building materials) of the building.
31. The Village and the Applicant shall execute and file the Plat of Planned Development and a Condominium Declaration (if necessary) against title to the above-described property with the Cook County Recorder of Deeds Office ("CCRD"), which contains provisions that shall be enforceable against the Applicant, and any successor owners, property managers, associations, lessees, licensees, transferees, receivers or successors in interest, which, in part, provides for the future installation, maintenance, repair and replacement of all storm water management and other drainage structures, public utilities, water and sewer mains and related structures, including without limitation fire hydrants, driveway and parking lot improvements, parking lot and landscape lighting, and landscaping and retaining wall improvements, which Plat or Declaration shall be in a form and content approved by the Village Engineer and the Village Attorney. The Plat and the Declaration shall impose on the Applicant, and any successor owners, lessees, licensees,

transferees, receivers or successors in interest, at his/her/its/their cost, the obligation and responsibility of performing all future maintenance, repair and replacement work in regard to the above-described development improvements as reasonably deemed necessary by the Director of Code Enforcement and the Village Engineer in order to comply with the Village Code, as amended, and shall grant to the Village a non-exclusive easement for entry upon and access to all parts of the Property, for purposes of providing the Village with the right but not the obligation to perform such maintenance, repair and replacement work, in its sole, reasonable discretion, along with the right to recover the cost of such work directly from the owners, successor owners or successors in interest or to lien the property and take all other action provided for in 65 ILCS 5/11-31-2, as amended, or similar applicable law, including any law contained in the Illinois Municipal Code, as amended. The Applicant, and any successor owners, property managers, associations, lessees, licensees, transferees, receivers or successors in interest, at his/her/its/their cost, shall repair pavement, concrete, landscaped areas or other areas damaged by the Village if the Village performs such future installation, maintenance, repair and replacement work.

32. The uses generally approved for this Conditional Use Permit for the Development are limited to residential uses, commercial/service/retail uses, restaurant use with an approved outdoor café site, business and professional office uses, and uses ancillary to the foregoing uses. Any ancillary uses shall comply with the requirements for accessory uses established under the Development Control Ordinance of the Village. The approval of the Conditional Use Permit for the Development does not authorize the Applicant or any other tenant or occupant to use the Property without applying for and obtaining any required temporary use permit, conditional use permit, business license, liquor license, or any other Village or other governmental approval. Such specific use approval shall be obtained by the Applicant, tenant or occupant of the Property before commencing such use.
33. The tenant that operates the outdoor café in conjunction with an on-site restaurant shall be required to comply with the applicable temporary use permit regulations of Section 10-4-5(F) of the DCO, including: execution of license / hold harmless / indemnification agreement with the Village for use of any portion of the public sidewalk, proof of adequate insurance coverage, site plan and table/chair layout.
34. In the event that one or more uses that require Village approval cease to operate at any time, the Plan Commission shall review the proposed future use under the requirements of the conditional use, temporary use or other applicable sections of the Code and forward a recommendation to the President and Board of Trustees for their review and approval.
35. This Ordinance and its conditions shall be covenants of record that run with the land and shall be placed in a recordable format, acceptable to the Village Attorney, and then

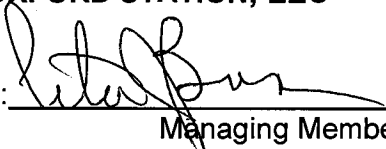
recorded by the Village against title to the Property with the Cook County Recorder of Deeds.

36. In regard to the construction, operation and maintenance of the Development, these conditions shall be the only conditional use and planned unit development conditions applicable to that use of the Property, unless amended by mutual agreement of the Applicant and the Village or unless amended by ordinance approved by the Village Board after the required public hearing.

37. Execution by the Applicant of the ACKNOWLEDGMENT below.

**ACKNOWLEDGMENT AND AGREEMENT
TO COMPLY WITH THE CONDITIONS, TERMS AND PROVISIONS
SET FORTH IN WESTERN SPRINGS ORDINANCE NO. 15-2787**

FOXFORD STATION, LLC

By: 
Managing Member

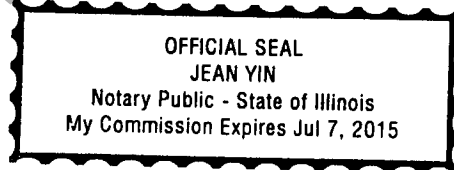
Name: Peter J. Brennan

Date: 3/16/2015

By: 
Notary Public

Date: 3/16/2015

Commission Expires: _____



DRAFT



Ordinance 16-2827
Amendment to Ordinance 15-
2787

ORDINANCE NO. 16-2827

VOTE: Passed by an omnibus vote.

Voting aye: Trustees Allen, Gallagher,

Glowiak, Hansen, Horvath, Tymick

and President Rodeghier.

Voting nay: None.

DATE: February 22, 2016

OTHER:

AN ORDINANCE APPROVING
CERTAIN MINOR MODIFICATIONS TO
THE APPROVALS OF THE
CONDITIONAL USE PERMIT FOR A
PLANNED DEVELOPMENT, THE
DEVELOPMENT PETITION, AND THE
PRELIMINARY AND FINAL
APPROVALS OF THE
DEVELOPMENT PLANS AND THE
PLAT OF PLANNED DEVELOPMENT,
ALL AS APPROVED BY ORDINANCE
NO. 15-2787 IN REGARD TO THE
4441 TO 4453 WOLF ROAD
PROPERTIES AND THE 4450
JOHNSON AVENUE PROPERTY FOR
THE CONSTRUCTION AND
OPERATION OF A
COMMERCIAL/RESIDENTIAL MIXED
USE DEVELOPMENT KNOWN AS
FOXFORD STATION.

WHEREAS, on February 23, 2015, the President and Board of Trustees approved Ordinance No. 15-2787 (Approving Map Amendments To Rezone The 4441 To 4453 Wolf Road Properties From The C-1 Village Center Commercial District To The MXD - Mixed Use Commercial - Residential District And To Rezone The 4450 Johnson Avenue Property From The R3 Two-Family District To The MXD - Mixed Use Commercial - Residential District; Approving A Development Petition For A Conditional Use Permit For A Planned Development For The Construction And Operation Of A Commercial/Residential Mixed Use Development At The 4441 To 4453 Wolf Road And 4450 Johnson Avenue Properties, Including The Preliminary And Final Approval Of The Development Plans And Approval Of A Plat Of Consolidation And Plat Of Planned Development) in regard to the development petition filed by Foxford Station, LLC (the "Applicant") for a mixed-use commercial and residential development project known as "Foxford Station." The Applicant is the owner and developer of the 4441 to 4453 Wolf Road and 4450 Johnson Avenue properties, which are generally located at the southeast corner of Wolf Road and Burlington Avenue (the "Property"). The legal description, common address and property tax index numbers of the Property are attached as Exhibit "A" and made a part hereof; and

WHEREAS, the approved Foxford Station development consists of: the construction, maintenance and operation of a four-story mixed use building (49'6" in height), with an estimated 36,000 square feet of building coverage including an on-site, one-story, above-grade indoor parking area. The top three floors of the proposed building were approved for a maximum of fifty two (52) residential dwelling units made up of one, two and three bedroom units. The ground floor was approved for approximately 3,600 square feet of commercial space, which could be utilized for retail, office, service or restaurant uses. Outdoor seating along Burlington Avenue was approved as being available for a restaurant. The building was required to have a minimum of sixty six (66) indoor parking spaces, with a minimum of fifty two (52) parking spaces reserved for residential dwelling unit occupant use and fourteen (14) parking

spaces retained for the commercial space occupant / customer use and overnight guests of residents (the "Project" or "Development"); and

WHEREAS, on February 1, 2016, the Applicant submitted a cover letter with supporting documents and plans that requested approval of certain design changes to the Project and its "Development Plans" (as defined in Ordinance No. 15-2787, which initially approved the Project). The February 1, 2016 submittals (collectively referred to as the "Revised Petition") consist of:

1. Letter from the Applicant dated February 1, 2016 (1 Page).
2. Three (3) sets of Final Engineering Plans (Sheets 1 through 10) dated January 29, 2016.
3. One (1) copy of Stormwater Management Report dated January 29, 2016.
4. One (1) copy of Stormwater Detention Basin Structural Plans dated January 29, 2016.
5. One (1) copy of Metropolitan Water Reclamation District of Greater of Chicago ("MWRDGC") Sewerage Permit Application.
6. Color Updated Building Perspective Renderings (Front Building Elevation, West Building Elevation and North Elevation) (3 Pages) prepared by Fitzgerald Associates and dated February 1, 2016.
7. Updated Floor Plans (First Floor Plan, Second Floor Plan, Third Floor Plan and Fourth Floor Plan) (4 Pages) (Sheets A1-01 through A1-04) prepared by Fitzgerald Associates and dated February 1, 2016.
8. Updated Exterior Building Elevation Plans (2 Pages) (Sheets A2-01 through A2-02) prepared by Fitzgerald Associates and dated February 1, 2016.
9. Preliminary and Final Engineering Plans prepared by Mackie Consultants, LLC for Foxford Station (Sheets 1 through 10) and dated October 24, 2014, as amended on January 6, 2015, December 7, 2015, January 14, 2016 and January 29, 2016; and

WHEREAS, the proposed design modifications, as shown in the Revised Petition, consist of (collectively referred to as the "Proposed Modifications to the Project"):

1. Change to the residential dwelling units, from luxury rental units to condominium units, which will be available for sale to the public. The Applicant reserves the right to rent the condominium units to the public until the units are sold, and there will be a condominium declaration covenant that allows purchasers of condominium units to rent their units.
2. Change to the residential dwelling unit mix from one bedroom units (estimated square foot range: 900 to 1,000), two bedroom units (estimated square foot range: 1,100 to 1,400), and three bedroom units (estimated square foot range: 1,600 to 1,800) to two bedroom condominium units (estimated square foot range: 1,700 to 2,000) and three bedroom units (estimated square foot range: 1,900 to 3,100). All estimates are approximated.
3. Anticipated construction of a maximum of twenty eight (28) residential dwelling units instead of the maximum number of approved residential dwelling units (fifty two (52) residential dwelling units).
4. Increase in the number of interior building parking spaces allocated per residential dwelling unit from one (1) parking space to two (2) parking spaces.
5. Adjustment in the parking space allocation to fifty six (56) parking spaces for residential dwelling unit occupant use and ten (10) parking spaces for commercial space occupant / customer use from the approved parking allocation

of fifty two (52) parking spaces for residential dwelling unit occupant use and twelve (12) parking spaces for commercial occupant / customer use. Four (4) of the parking spaces that are reserved and assigned for residential dwelling unit use shall be located in the parking space area reserved for commercial occupant / customer use.

6. All residential dwelling units will have access to a private outdoor area (e.g., hanging or recessed balcony or terrace). Reduction in the number of hanging balconies along the south building elevation from eight (8) to three (3). Reduction in the number of outdoor lighting fixtures associated with the hanging balconies along the south building elevation.
7. Change in the color (from red to bronze) for the front building name signage ("Foxford Station").
8. Reduction in the number of different types and colors of exterior building materials. Brick, stone, and stucco/E.I.F.S. will be the primary exterior building materials, with the limited use of granite materials. No change to the quality (full brick, not face brick) of the materials. The proposed change to the water table's lower course from common brick to a quality precast stone was explained as not leading to early deterioration or flaking due to salt. In addition, precast stone materials will be incorporated on all building elevations providing an additional architectural element.
9. Louvers on the exterior building wall adjacent to the indoor parking garage areas to be replaced with architectural-quality, heavy gauge, coated metal screening for ventilation and natural light, the details of which will be reviewed under the "Village Plan Review" process as defined below in Section 2(B) of this Ordinance. The number of louver vents will be reduced with the removal of the continuous louver vent system originally approved along the south and east building elevations. The continuous louver vent system will be replaced with an automated venting system. The automated system will include individual four (4) foot by four (4) foot louver locations, which will be reviewed under the Village Plan Review process.
10. The east residential user parking area shall be temperate heated.
11. Community deck area will be constructed at a height twelve (12) feet above-grade instead of approximately eighteen (18) feet above-grade. The area dedicated to residence group activities will be reduced from approximately four thousand (4,000) square feet to one thousand (1,000) square feet to provide enhanced landscaping surrounding the area dedicated for residence group activities. The approved original planned perimeter landscaping for the community deck area shall be required.
12. Reduction in the overall building footprint by approximately one thousand two hundred (1,200) square feet due to the setback of the east exterior building wall immediately adjacent to the east property line and the Commonwealth Edison Substation approximately twenty (20) feet to avoid an existing access easement. New estimated building footprint: Thirty four thousand eight hundred (34,800) square feet.
13. Storm water detention requirements shall be relocated to the northwest area within the existing Tischler building footprint.
14. East building stair well closest to Johnson Avenue shall be reduced in size (bulk).
15. Building electrical service shall be buried underground.
16. Other additional minor modifications that will be revealed during the Village's plan review process once the final set of Development Plans are submitted by the Applicant; and

WHEREAS, the Revised Petition was filed pursuant to Section 10-3-14 *et seq.* and Section 10-8-1 *et seq.* of the Western Springs Development Control Ordinance (“DCO”), and specifically in regard to Section 10-3-14(M) and Section 10-8-5(D)(2) of the DCO, which govern minor and major amendments to already approved conditional use permits and/or planned unit development approvals. The Revised Petition and its related submittals are on file with the Village Clerk’s Office and are incorporated into this Ordinance by reference as Group Exhibit “B” and made a part hereof; and

WHEREAS, on February 5, 2016, at a public meeting, the Planning and Zoning Committee heard a presentation from the Applicant in regard to the Revised Petition and the Proposed Modifications to the Project. After consideration of the Applicant’s presentation, public comment and Village staff input, the Planning and Zoning Committee favorably recommended approval of the Revised Petition and the Proposed Modifications to the Project; and

WHEREAS, in evaluating the Revised Petition and the Proposed Modifications to the Project in accordance with Section 10-3-14 *et seq.* and Section 10-8-1 *et seq.* of the DCO, Village staff has prepared two (2) memoranda that are on file with the Village Clerk’s Office and are incorporated by reference into this Ordinance as Group Exhibit “C” and made a part hereof. The Memoranda state, in summary, as follows:

- A. Memorandum dated February 17, 2016 from Martin Scott, Director of Community Development, addressed to Village Manager Patrick R. Higgins, providing the opinion that the Revised Petition and the Proposed Modifications to the Project do not represent an alteration or change in the essential character or in the operation of the conditional use as approved; and
- B. Memorandum dated February 17, 2016 from Village Manager Patrick R. Higgins to the Village Board making the determination that the Revised Petition and the Proposed Modifications to the Project will not alter or change the essential character or operation of the original conditional use, as approved, and a new conditional use permit is not required; and

WHEREAS, as part of the consideration of the Applicant’s Revised Petition and the Proposed Modifications to the Project, the Village Engineer (Jeffery Ziegler, James J. Benes and Associates, Inc.) submitted a Memorandum dated February 17, 2016 that provided certain findings, recommendations and conditions in regard to this matter. A copy of the Village Engineer’s Memorandum is attached to this Ordinance as Group Exhibit “C” and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village Board”), at public meetings held on February 8 and 22, 2016, discussed the Applicant’s Revised Petition and the Proposed Modifications to the Project and considered the findings, recommendations and conditions of the Planning and Zoning Committee, Village Manager Patrick R. Higgins, Director Martin Scott and Village Engineer Jeffery Ziegler in regard to this matter; and

WHEREAS, in accordance with the authority granted by Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 11-13-1.1), and Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), Subsection 10-3-14 (Conditional Use), and Chapter 8 (Planned Developments) of the Western Springs Municipal

Code of 1997, as amended, the Village Board accepts the findings, recommendations and conditions of the Planning and Zoning Committee, Village Manager Patrick R. Higgins, Director Martin Scott and Village Engineer Jeffery Ziegler in regard to this matter, and find that it is in the best interests of the Village, its residents and the public to approve the requested minor modifications to the Project's conditional use permit / planned unit development, as set forth in the Revised Petition, as those modifications do not represent an alteration or change in the essential character or in the operation of the conditional use permit / planned unit development as approved under Ordinance No. 15-2787.

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

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

SECTION 2: Pursuant to Section 10-3-12 (Amendments) of Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures) of the Western Springs Municipal Code of 1997, as amended, the President and Board of Trustees make the following findings and grant the following approvals, SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW:

- A. Find that the Revised Petition and the Proposed Modifications to the Project are minor modifications that will not alter or change the essential character or operation of the original conditional use, as approved, and a new conditional use permit is not required.
- B. Grant preliminary approval of the Revised Petition, including all of the submittals filed by the Applicant, and further state that the Proposed Modifications to the Project are preliminarily approved as concepts and design modifications only and are subject to the Applicant submitting a complete set of updated Development Plans consisting of Architectural, Engineering, Landscape, Streetscape, Mechanical Building, Ground and Rooftop Screening Details, and other required information that incorporate the Proposed Modifications to the Project, as set forth in the Revised Petition, for Village staff review, any Village consultant review, a Village Engineer review and a Village Attorney review (collectively the "Village Plan Review") and final approval by the Village Board. The complete set of updated Development Plans shall be revised to address the Village Plan Review requirements and recommendations to conform to applicable codes, ordinances, regulations, future Village Streetscape standards/plans, and the prior approvals of the Village in regard to the Project.

SECTION 3: The approvals set forth in Section 2 above are subject to the conditions set forth below:

- A. The complete set of updated Development Plans (Architectural, Engineering Plans, Landscape, Streetscape, Mechanical Building, Ground and Rooftop Screening Details) that incorporate the Proposed Modifications to the Project, as set forth in the Revised Petition, shall be further revised by the Applicant to address all required and recommended amendments set forth in the Village Plan Review prior to those Plans being considered for final approval by the Village Board at a public meeting. Because the Applicant has not submitted a complete,

final set of Development Plans for Village Plan Review, the preliminary approval of the Revised Petition and the Proposed Modifications to the Project granted by this Ordinance is not an approval that permits the Applicant to proceed directly to the final approval stage by the Village Board.

- B. Approval by the President and Board of Trustees of the final version of the Development Plans, which include the final Architectural, Engineering Plans, Landscape, Streetscape, Mechanical Building, Ground and Rooftop Screening Details, shall be considered and acted on by the Village Board at a public meeting, after amendments are made to address or incorporate the requirements and recommendations of the Village Plan Review and all conditions and obligations, as set forth in Ordinance No. 15-2787 and this Ordinance, that are required to be satisfied before final approval by the Village Board have been met.
- C. The final version of the Development Plans shall be in substantial conformance with the Revised Petition and the Proposed Modifications to the Project preliminarily approved by this Ordinance, subject to the Village Plan Review comments. Village Board approval of the final version of the Development Plans shall be required as a condition of the Applicant applying for a site development permit or a building permit for the construction of the building. The content of the Village Plan Review shall include, but not be limited to, final building materials, building elevations, building lighting, placement and screening of mechanical equipment and utilities on all elevations, metal screening/louvers for all elevations, marketing signage, and permanent exterior signage for commercial and residential spaces.
- D. The proposed Project shall be constructed in substantial conformance with the final Village-approved Development Plans and shall conform to all applicable laws and Village Codes, including the landscape and storm water management specifications, as of the approval date of this Ordinance, except as otherwise modified by subsequent Village approvals. The Applicant agrees to take all commercially reasonable steps to ensure that the building design, building materials and exterior color schemes of the proposed building and its related landscaping are designed to blend in and complement the adjacent commercial and institutional uses.
- E. All of the exhibits, terms, provisions, conditions and obligations of Ordinance No. 15-2787, except as modified by this Ordinance, shall remain in full force and effect.
- F. The Conditions Of Final Approval For Conditional Use Permit For A Planned Development Known As "Foxford Station", which are Exhibit "B" of Ordinance No. 15-2787, shall remain in full force and effect, except as specifically modified by this Ordinance.
- G. Foxford Station, LLC agrees to execute the Acknowledgment Page attached to and made a part of this Ordinance and to abide by the conditions, terms and provisions set forth in this Ordinance.

SECTION 4: 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

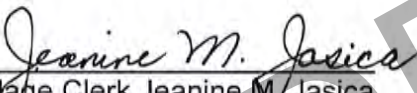
for any reason by a court of competent, final jurisdiction, the remaining sections, terms, provisions and conditions shall remain in full force and effect.

SECTION 5: Any Ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. This Ordinance shall supersede and modify the Village's prior development approvals contained in Ordinance No. 15-2787 relative to the Project and use of the Property as provided for in Section 3 above.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

SECTION 7: A certified copy of this Ordinance shall be recorded against title to the Property with the Cook County Recorder of Deeds Office ("CCRD") 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 CCRD. The exhibits, 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.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 22nd day of February, 2016, and approved by me as President on the same day.


Village Clerk Jeanine M. Jasica


Village President William T. Rodeghier

This Ordinance was published by me in pamphlet form on 22nd day of February, 2016.


Village Clerk Jeanine M. Jasica

Exhibit "A"

Foxford Station Project

Legal Description:

LOTS 1, 2, 13, 14, 15, 16, 17, THE WEST 19 FEET OF LOT 18 MEASURED PERPENDICULAR TO THE WEST LINE THEREOF (EXCEPT THAT PART OF LOT 18 LYING NORTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF LOT 18 WHICH IS 60 FEET NORTH OF THE SOUTHWEST CORNER THEREOF TO A POINT ON THE EAST LINE OF LOT 20 WHICH IS 60 FEET NORTH OF THE SOUTHEAST CORNER THEREOF), AND THE ENTIRE PUBLIC ALLEY IN THE "SUBDIVISION OF BLOCK 51" IN THE WEST ½ OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD MERIDIAN, IN ACCORDANCE WITH THE PLAT THEREOF RECORDED JUNE 9, 1925, AS DOCUMENT NO. 8939024 IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS.

Common Address: 4441 to 4453 Wolf Road and 4450 Johnson Avenue,
Western Springs, Illinois.

Property Tax Index Numbers: 18-05-305-011, 18-05-305-028 and 18-05-305-029.

DRAFT

Group Exhibit “B”

**Revised Application For Minor Amendments to Conditional Use Permit
For A Planned Development Known As “Foxford Station”**

1. Letter from the Applicant dated February 1, 2016 (1 Page).
2. Three (3) sets of Final Engineering Plans (Sheets 1 through 10) dated January 29, 2016.
3. One (1) copy of Stormwater Management Report dated January 29, 2016.
4. One (1) copy of Stormwater Detention Basin Structural Plans dated January 29, 2016.
5. One (1) copy of Metropolitan Water Reclamation District of Greater of Chicago (“MWRDGC”) Sewerage Permit Application.
6. Color Updated Building Elevations (Front Building Elevation, West Building Elevation and North Elevation) (3 Pages) prepared by Fitzgerald Associates and dated February 1, 2016.
7. Updated Floor Plans (First Floor Plan, Second Floor Plan, Third Floor Plan and Fourth Floor Plan) (4 Pages) (Sheets A1-01 through A1-04) prepared by Fitzgerald Associates and dated February 1, 2016.
8. Updated Exterior Building Elevation Plans (2 Pages) (Sheets A2-01 through A2-01) prepared by Fitzgerald Associates and dated February 1, 2016.
9. Preliminary and Final Engineering Plans prepared by Mackie Consultants, LLC for Foxford Station (Sheets 1 through 10) and dated October 24, 2014, as amended on January 6, 2015, December 7, 2015, January 14, 2016 and January 29, 2016.

(on file with the Village Clerk’s Office and incorporated herein by reference)

Group Exhibit "C"

Foxford Station Project

1. Memorandum dated February 17, 2016 from Martin Scott, Director of Community Development, addressed to Village Manager Patrick R. Higgins, providing the opinion that the Revised Petition and the proposed modifications to the conditional use permit / planned unit development approval granted for the Project do not represent an alteration or change in the essential character or in the operation of the conditional use as approved.

2. Memorandum dated February 17, 2016 from Village Manager Patrick R. Higgins to the Village Board making the determination that the Revised Petition and the proposed modifications to the conditional use permit / planned unit development approval granted for the Project will not alter or change the essential character or operation of the original conditional use, as approved, and a new conditional use permit is not required.

3. Memorandum dated February 17, 2016 from the Village Engineer (Jeffery Ziegler, James J. Benes and Associates, Inc.) regarding the Applicant's Revised Petition and the Proposed Modifications to the Project.

(on file with the Village Clerk's Office and incorporated herein by reference)

DRAFT

ACKNOWLEDGMENT AND AGREEMENT
TO COMPLY WITH THE CONDITIONS, TERMS AND PROVISIONS
SET FORTH IN WESTERN SPRINGS ORDINANCE NO. 16-2827

FOXFORD STATION, LLC


By: [Signature]
Managing Member

Name: PETER J. BRENNAN

Date: 3/7/16

By: [Signature]
Notary Public

Date: 3/7/16

Commission Expires: 

DRAFT

US Census Data

DRAFT

Place

Western Springs village, Illinois

Western Springs village, Illinois is a city, town, place equivalent, or township located in Illinois.

[Share Profile](#)



// United States / Illinois / Western Springs village, Illinois

Display Sources



Populations and People
Total Population
13,629
P1 | 2020 Decennial Census



Employment
Employment Rate
62.8%
DP03 | 2023 American Community Survey 5-Year Estimates



Families and Living Arrangements
Total Households
4,475
DP02 | 2023 American Community Survey 5-Year Estimates



Income and Poverty
Median Household Income
\$218,839
S1901 | 2023 American Community Survey 5-Year Estimates



Housing
Total Housing Units
4,568
B25002 | 2023 American Community Survey 5-Year Estimates



Race and Ethnicity
Hispanic or Latino (of any race)
624
P9 | 2020 Decennial Census



Education
Bachelor's Degree or Higher
82.0%
S1501 | 2023 American Community Survey 5-Year Estimates



Health
Without Health Care Coverage
1.5%
S2701 | 2023 American Community Survey 5-Year Estimates



Income and Poverty

Income and Earnings

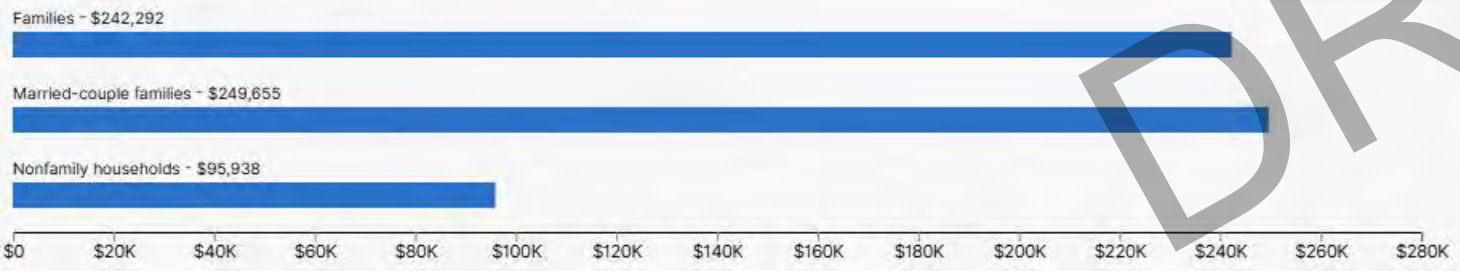
\$218,839 ± \$29,058
Median Household Income in Western Springs village, Illinois

\$83,211 ± \$898
Median Household Income in Illinois

S1901 | 2023 American Community Survey 5-Year Estimates

Median Income by Types of Families

in Western Springs village, Illinois



Show Table Display Margin of Error

S1901 | 2023 American Community Survey 5-Year Estimates

Poverty

2.0% ± 1.0%
Poverty, All people in Western Springs village, Illinois

11.6% ± 0.3%
Poverty, All people in Illinois

S1701 | 2023 American Community Survey 5-Year Estimates



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Race and Ethnicity

Western Springs Total Population = 13,629
Non-white Population = 1,793 (13%)

American Indian and Alaska Native

9

American Indian and Alaska Native alone in Western Springs village, Illinois

96,498

American Indian and Alaska Native alone in Illinois

P8 | 2020 Decennial Census

Asian

246

Asian alone in Western Springs village, Illinois

754,878

Asian alone in Illinois

P8 | 2020 Decennial Census

Black or African American

63

Black or African American alone in Western Springs village, Illinois

1,808,271

Black or African American alone in Illinois

P8 | 2020 Decennial Census

Hispanic or Latino

Hispanic or Latino (of any race) in Western Springs village, Illinois



Hispanic or Latino

624

Hispanic or Latino (of any race) in Western Springs village, Illinois

2,337,410

Hispanic or Latino (of any race) in Illinois

P9 | 2020 Decennial Census

Native Hawaiian and Other Pacific Islander

1

Native Hawaiian and Other Pacific Islander alone in Western Springs village, Illinois

4,501

Native Hawaiian and Other Pacific Islander alone in Illinois

P8 | 2020 Decennial Census

Not Hispanic or Latino

12,309

White alone, not Hispanic or Latino in Western Springs village, Illinois

7,472,751

White alone, not Hispanic or Latino in Illinois

P9 | 2020 Decennial Census

Some Other Race

109

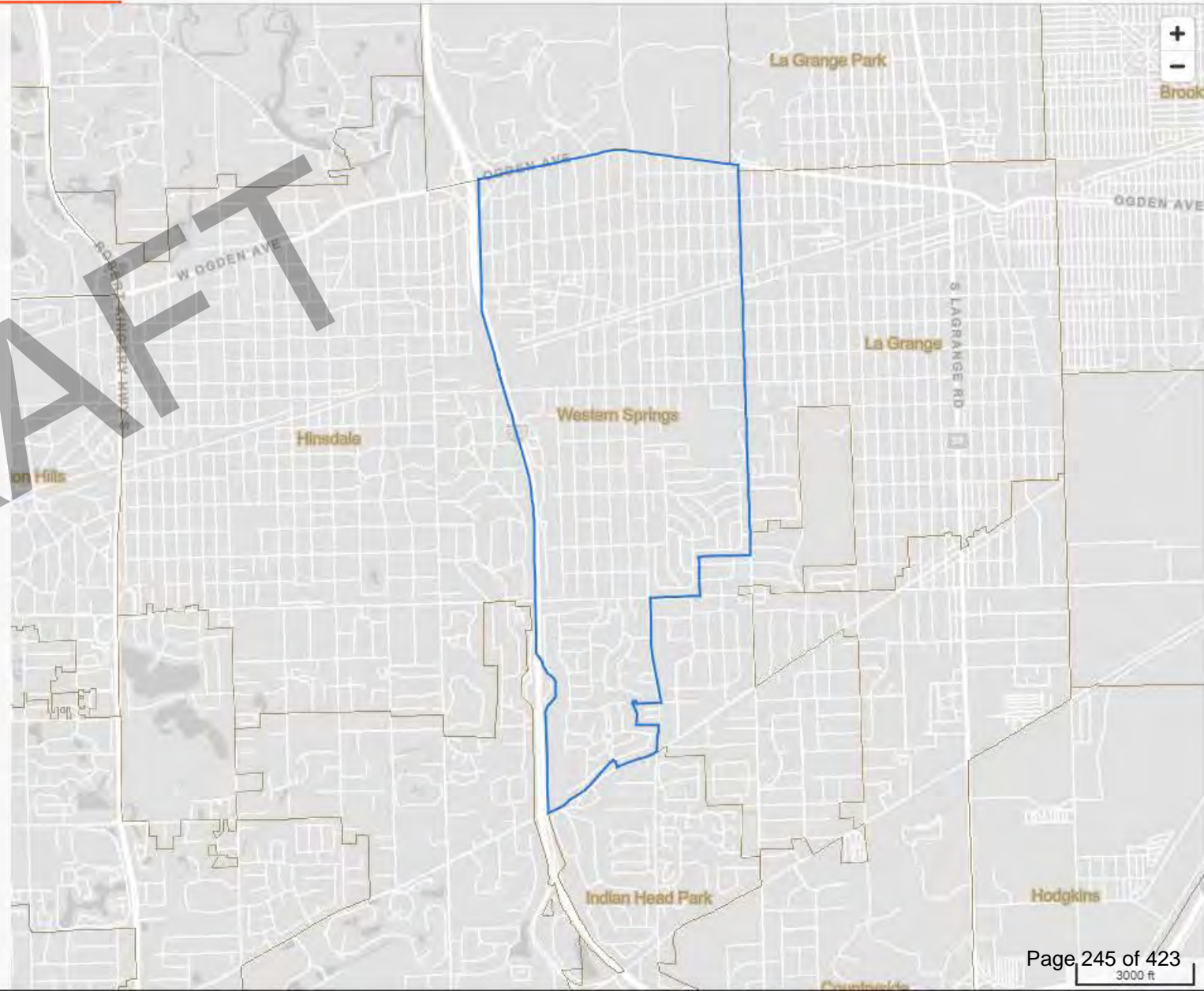
Some Other Race alone in Western Springs village, Illinois

1,135,149

Some Other Race alone in Illinois

P8 | 2020 Decennial Census

DRAFT



White alone, not Hispanic or Latino in Western Springs village, Illinois

7,472,751
White alone, not Hispanic or Latino in Illinois
P9 | 2020 Decennial Census

Some Other Race
109
Some Other Race alone in Western Springs village, Illinois

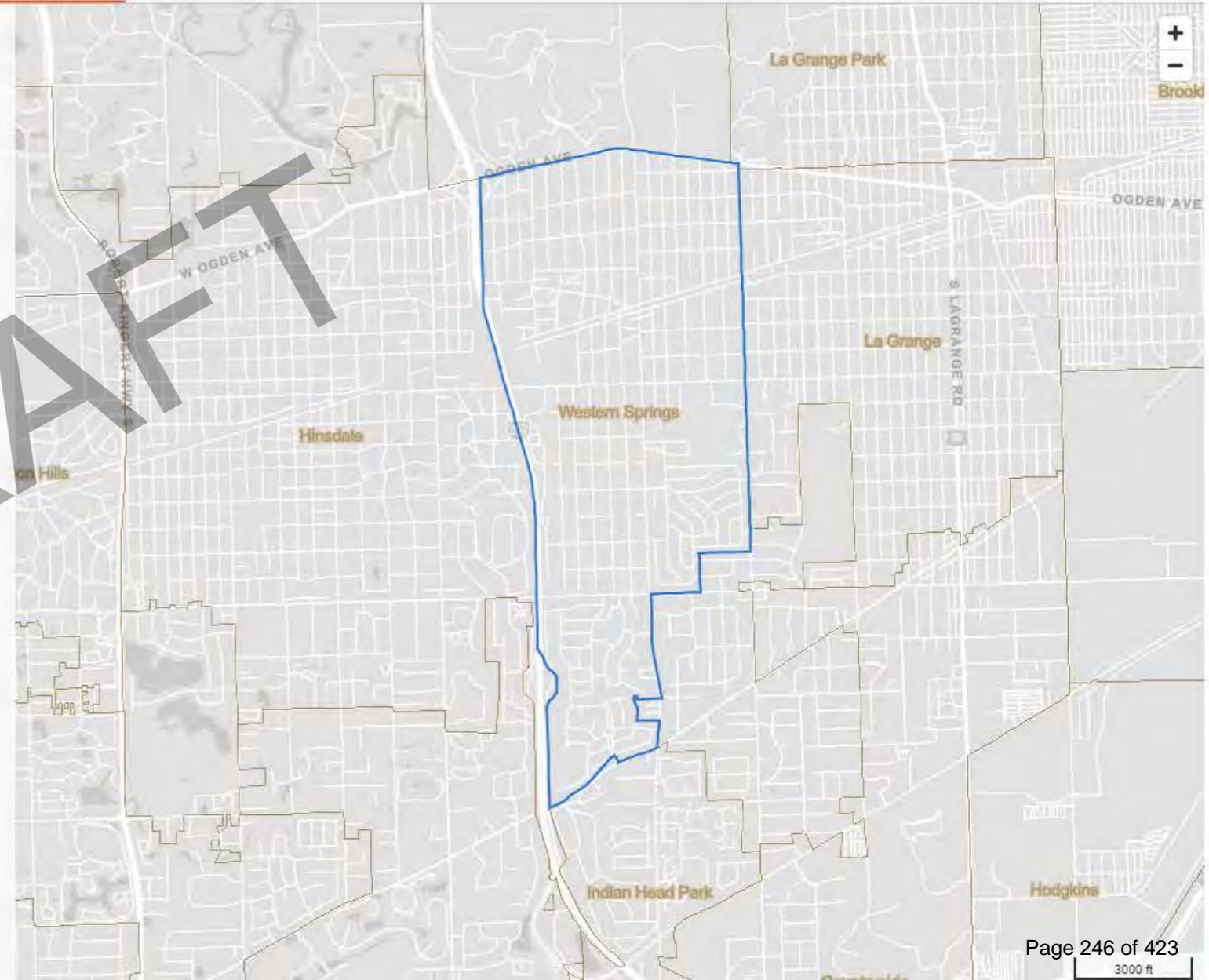
1,135,149
Some Other Race alone in Illinois
P8 | 2020 Decennial Census

Two or More Races
742
Two or More Races in Western Springs village, Illinois

1,144,984
Two or More Races in Illinois
P8 | 2020 Decennial Census

White
12,459
White alone in Western Springs village, Illinois

7,868,227
White alone in Illinois
P8 | 2020 Decennial Census





AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 15, 2025

AGENDA ITEM 9.B.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

RE: [Previously discussed] Woodland Avenue Reconstruction Project - Recommendation of Contract Award to G & M Cement Construction (Omnibus Item)

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. Resolution No. 25-____ re Approving Low Bid and Authorizing Entry of a Contract(2075345.1)
2. Exhibit A1-(LowBid)G&M_Cement_Construction_Bid_Packet_111225

3. Exhibit A2 - Woodland Avenue Reconstruction Bid Tabulation
4. Exhibit A3- HR Green recommendation to award letter 11-18-25

**DRAFT 12.15.2025
RESOLUTION NO. 25-XXXX**

VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: December 15, 2025
OTHER: None.

A RESOLUTION ACCEPTING THE LOWEST COST, QUALIFIED, RESPONSIVE BID AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND G&M CEMENT CONSTRUCTION OF ADDISON, ILLINOIS FOR THE WOODLAND AVENUE RECONSTRUCTION PROJECT (47th STREET TO BURLINGTON AVENUE) AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED \$2,992,348.05.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (“Village Board”) desires to reconstruct portions of Woodland Avenue, from 47th Street to Burlington Avenue in the Village, by using Village capital funds to pay for the completion of the work (the “Project”); and

WHEREAS, the Village received bids until November 12, 2025 at 10:00 AM Central Time and subsequently reviewed all proposals; and

WHEREAS, based on competitive bidding of the project, G&M Cement Construction of Addison, Illinois (the “Contractor”), submitted the lowest cost, qualified, responsive bid of \$2,992,348.05 to complete the Project; and

WHEREAS, at an open public meeting held on November 24th, 2025, the Village’s Public Works and Water Committee (“Committee”) reviewed and discussed the Project and received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the and authorize the entry of an agreement (the “Contract”) with the Contractor for the completion of the Project (a copy of the Bid Documents, including the Contract is attached hereto as **Group Exhibit “A”** and incorporated herein); and

WHEREAS, at open public meetings held on December 1st and 15th, 2025, the President and Board of Trustees of the Village reviewed and discussed the Project, the Contract, and the Committee’s recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its December 15, 2025 Regular meeting, the Village Board accepted the Committee’s recommendation to award the Project to the Contractor and authorize and approve the Contract; and

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

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

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

Section 2: Approval of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of a contract (the "Contract"), substantially in the form attached hereto as **Group Exhibit "A"**, and made a part hereof, which may contain certain non-substantive and non-financial changes that are approved by the Village Attorney, for the purpose of accepting the lowest cost, qualified, responsive bid submitted by National Power Rodding Corp., to hire the Contractor to complete the Project. In addition, the Village Board authorizes and directs the Village President and Clerk, or their designees, to execute the final version of the Contract, and such other related documents as may be necessary to fulfill the Village's obligations under the Contract.

Section 3: Approval of Related Expenses. The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the Contract.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached Contract to the Clerk's office and to the Contractor.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 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

Group Exhibit "A"

**Bid Documents Including Contract to be Entered Between
the Village of Western Springs and G&M Cement Construction of Addison, Illinois
for the Woodland Avenue Reconstruction Project (47th Street to Burlington Avenue)**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

A RESOLUTION ACCEPTING THE LOWEST COST, QUALIFIED, RESPONSIVE BID AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND G&M CEMENT CONSTRUCTION OF ADDISON, ILLINOIS FOR THE WOODLAND AVENUE RECONSTRUCTION PROJECT (47th STREET TO BURLINGTON AVENUE) AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED \$2,992,348.05.

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 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 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

**Local Public Agency
Formal Contract Proposal**

PROPOSAL SUBMITTED BY		
64 Mc ment Construction		
Contractor's Name		
58 Commercial		
Street	P.O. Box	
Adm. sm	IL	6001
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF _____

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2026 Woodland Ave. Reconstruction

SECTION NO. N/A

TYPES OF FUNDS LOCAL

SPECIFICATIONS (required)

PLANS (required)

<p>For Municipal Projects Submitted/Approved/Passed</p> <p><input type="checkbox"/> Mayor <input type="checkbox"/> President of Board of Trustees <input checked="" type="checkbox"/> Municipal Official</p> <p>Date</p>

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.



Addendum 1

To: Plan Holders; Jeffery Koza – Village Engineer
 From: Project Manager – T. Scott Creech, P.E.
 Section: HRG # 2202582
 Subject: 2026 WOODLAND AVENUE RECONSTRUCTION PROJECT
 Date: October 21, 2025

This Addendum shall be considered as part of the general Contract Specification and Contract Documents and shall govern insofar as it changes the same.

GENERAL CLARIFICATIONS – N/A

SPECIFICATIONS –

Specifications - REVISE the following Specifications Sections to change the Bid Opening Date from what was Advertised to what is indicated below:

ADVERTISEMENT FOR BIDS:

1. Time and Place of Opening Bids. Sealed proposals for the 2026 Woodland Avenue Reconstruction project for the Village of Western Springs, Cook County, Illinois, will be received at the Village Hall at 740 Hillgrove Avenue, Western Springs, Illinois 60558 until 10:00 A.M., November 12, 2025, and at that time will be publicly opened and lump sum bid read aloud. The Village will provide a drop box for proposals to be located at the Village Clerk's office at Village Hall.

NOTICE TO BIDDERS:

RECEIPT OF BIDS

Sealed bids to complete all work required for the **2026 WOODLAND AVENUE RECONSTRUCTION PROJECT** will be received by the Village of Western Springs, Cook County, Illinois until 10:00 a.m. (Central Time) Wednesday, November 12, 2025. Thereafter or as soon as thereafter is practicable, all bids received will be publicly opened and the bid prices read aloud. Sealed envelopes or packages containing bids shall be addressed to the Village Clerk's Office, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, IL 60558, and shall be marked "**Sealed Bid – 2026 WOODLAND AVENUE RECONSTRUCTION PROJECT**".

DRAWINGS - N/A

RETURN THIS SHEET (SIGNED) WITH BID AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM. FAILURE TO SUBMIT THIS ACKNOWLEDGMENT WILL DISQUALIFY THE CONTRACTOR'S BID.

As a legal representative of the bidding party, I hereby acknowledge the receipt and understanding of this Addendum in its entirety.

Company Name:

GEM Cement Construction

Acknowledge By:

[Signature]

Printed/Typed Name:

Nick Vavalle

Date: _____

END OF ADDENDUM NO. 1

J:\2022\2202582\Design\Bid-Documents-for-11-12-2025-Bid\addm-01_2025-10-21_Addendum-1_Village_of_Western_Springs-2026_Woodland_Avenue_Reconstruction.docx



Addendum 2

To: Plan Holders; Jeffery Koza – Village Engineer
From: Project Manager – T. Scott Creech, P.E.
Section: HRG # 2202582
Subject: 2026 WOODLAND AVENUE RECONSTRUCTION PROJECT
Date: November 10, 2025

This Addendum shall be considered as part of the general Contract Specification and Contract Documents and shall govern insofar as it changes the same.

GENERAL CLARIFICATIONS –

Question 1. The specs indicate that there are videos available to review for the sewers that are to be lined. Can the Owner/Engineer send us these videos? **Answer: Videos have been loaded into the Project Plan Holder folder link for access by plan holder.**

Question 2. The CIPP specs refer to water inversion & hot water curing for the CIPP. We have installed over 5 million feet of CIPP, and well over 99% has been installed using air inversion & steam curing. Can the Owner/Engineer confirm that air inversion & steam cure will be an acceptable installation method? **Answer: Air Inversion with Steam cure will be acceptable.**

Question 3. The plans show the CIPP work beginning/ending at each point repair location, which is very uncommon. CIPP lining is done from manhole to manhole, and any point repairs that are done first are lined through unless the Owner wants to leave all the excavations open for us to access the pipe. Will the quantities be revised to reflect the CIPP being installed from manhole to manhole? Point repair of sanitary sewer shall be done first and then pipe shall be lined from MH to MH. **Answer: Payment for CIPP Lining will exclude the repaired segment, as indicated in the plans and this shall be reflected in the as-bid pricing for each pay item.**

Question 4. The specs mention that the liners cannot be wet out more than 24 hours before being installed. This is an old spec, and the industry commonly can keep these liners in a refrigerated truck for a week or more (sometimes up to a month) in order to make shipping & installation schedules more efficient. Can this requirement be removed? **Answer: Due to the ability to keep these liners in a refrigerated setting for up to a week, this requirement will be revised to allow liners to be stored in refrigerated conditions for up to one week, provided that the contractor provides proof of refrigeration storage.**

SPECIFICATIONS –

SPECIAL PROVISIONS – For Section- SANITARY SEWER REMOVE AND REPLACE - REPLACE the second sentence in the second paragraph of noted Special Provision with the following sentence:

The replacement sewer pipe and fittings shall be polyvinylchloride (PVC) SDR 35 (Water Main Quality) for both the 15" and 21" diameter sanitary sewer pipe and shall meet the requirements of ASTM D-3034, and as further specified in Engineering Design Standards, and Standard Details.

SPECIAL PROVISIONS – The following Special Provision section shall be **ADDED** along with the noted pay items which are included within the NEW Schedule of Prices to be utilized within bid documents.

SANITARY SERVICE RECONNECTION TO NEW SANITARY SEWER

Description: This work shall consist of the reconnection of existing sanitary services to new sanitary sewer pipe (21” or 15” diameter) as a result of SANITARY SEWER REMOVE AND REPLACE construction activity.

The existing service pipe shall be cut one and one-half foot beyond the walls of the sanitary sewer main trench in a manner that provides a neat and smooth joint. The reconnection of the new and existing pipes shall be made with PVC pipe grade SDR 26, ASTM D2241, 160 psi pressure pipe, or better with push-on bell and spigot type with rubber ring seal gasket ASTM D3139. See detail in “Standard Detail” section of this document. New Sanitary Sewer main shall be properly constructed with the appropriate ‘wye’ connection for the sanitary service to the specified sanitary sewer main (21” or 15” diameter main sewer)

Non-shear couplings (couplings with stainless steel shear ring) shall be used to connect pipes of dissimilar material or size – FLEX-SEAL Adjustable Repair Couplings. The excavation shall be backfilled with TRENCH BACKFILL to a point one foot above the top of the sanitary service. Backfill shall be placed in lifts and firmly compacted such that no future settlement occurs. NO RECONNECTION SHALL BE BACKFILLED UNTIL INSPECTED AND APPROVED BY A REPRESENTATIVE OF THE VILLAGE.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for **SANITARY SERVICE RECONNECTION TO NEW SANITARY SEWER, <DIAMETER OF MAIN>** , which price shall be payment in full for all work as specified herein.

SCHEDULE OF PRICES: REPLACE the original SCHEDULE OF PRICES sheet within the Bid Documents with the attached SCHEDULE OF PRICES which is to be utilized for Bid document submittal.

DRAWINGS - See clouded Items depicted in the following Attached and Revised Plan Sheet:

- ROADWAY AND DRAINAGE PLAN AND PROFILE (SHEET 25)
- GENERAL DETAILS (SHEET 40)

RETURN THIS SHEET (SIGNED) WITH BID AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM. FAILURE TO SUBMIT THIS ACKNOWLEDGMENT WILL DISQUALIFY THE CONTRACTOR'S BID.

As a legal representative of the bidding party, I hereby acknowledge the receipt and understanding of this Addendum in its entirety.

Company Name: G&M Cement Construction
Acknowledge By: Nick Saville
Printed/Typed Name: Nick Saville
Date: 11/10/2025

END OF ADDENDUM NO. 2

J:\2022\202582\Design\Spec\ADDM#2\addm-02_2025-11-10_Addendum-2_Village_of_Western_Springs-2026_Woodland_Avenue_Reconstruction.docx

VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVENUE RECONSTRUCTION

(If an Individual)

Signature of Bidder_____

Business Address_____

(If a co-partnership)

(Seal)

Firm Name_____

Signed By_____ (Seal)

Business Address_____

(Insert Names and
Addresses of all
Partners of the
Firm)

(If a Corporation)

Corporate Name_____

Signed By_____

President

Business Address_____

(Corporate Seal)

(Insert Names of
Officers)

President_____

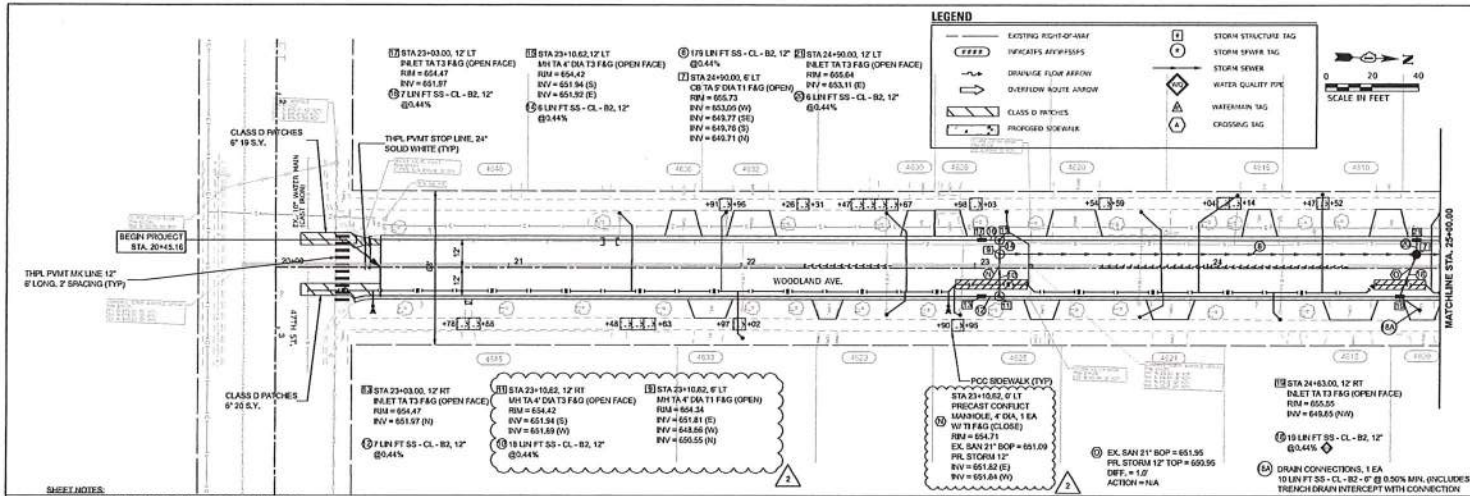
Secretary_____

Treasurer_____

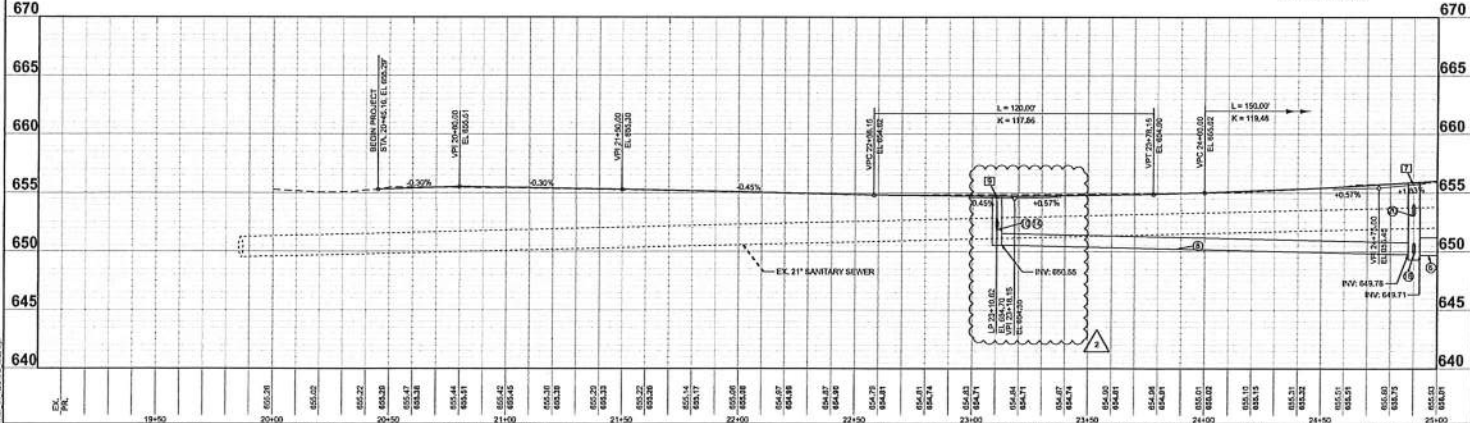
Attest: _____

Secretary

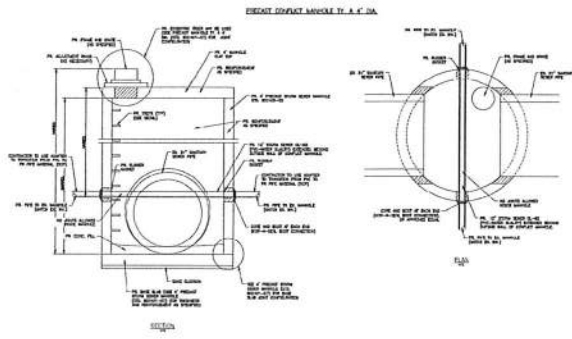
(Note: Bidders should not add any conditions or qualifying statements to this bid, since under these circumstances, the bid may be declared irregular as being not responsive to the advertisement for bids).



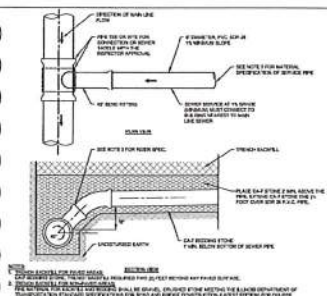
SHEET NOTES:
1. SEE WATERMAIN PWP SHEETS FOR RELATED CROSSING TAGS



 HRGreen.com 221 W. Main Street, Suite 100 Westborough, MA 01581 508.735.4600	USER NAME: SPB PLOT SCALE: 1"=40' PLOT DATE: 11/16/2023	DESIGNED: SPB CHECKED: SPB DATE:	REVISED: ASSEMBLER REVISED: SPB REVISED:	VILLAGE OF WESTERN SPRINGS WOODLAND AVENUE RECONSTRUCTION PROJECT	ROADWAY AND DRAINAGE PLAN AND PROFILE WOODLAND AVENUE RECONSTRUCTION SCALE: 1"=20' SHEET 1 OF 3 SHEETS STA. 20+45.11 TO STA. 25+00.00	P.A. NO.: SECTION: COUNTY: TOWNSHIP: SHEET NO.: CONTRACT NO.:
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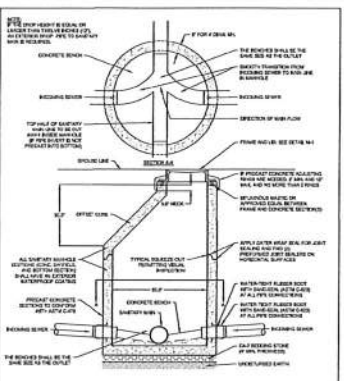


ALL DIMENSIONS UNLESS OTHERWISE NOTED SHALL BE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE FOR INFORMATION ONLY. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE OUTSIDE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE INSIDE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

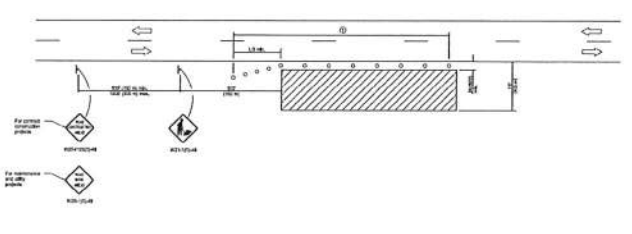


ALL DIMENSIONS UNLESS OTHERWISE NOTED SHALL BE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE FOR INFORMATION ONLY. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE OUTSIDE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE INSIDE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

Village of Western Springs
STANDARD DETAIL
SANITARY SEWER SERVICE DETAIL
SS-1

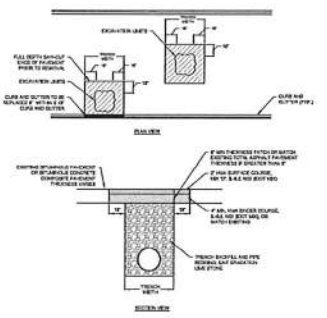


Village of Western Springs
STANDARD DETAIL
SANITARY MANHOLE DETAIL
SS-2



GENERAL NOTES
1. ALL DIMENSIONS UNLESS OTHERWISE NOTED SHALL BE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE FOR INFORMATION ONLY. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE OUTSIDE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE INSIDE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

Village of Western Springs
STANDARD DETAIL
OFF-ROAD OPERATIONS, 2L, 2W,
19" (4.8 m) TO 24" (600 mm)
FROM PAVEMENT EDGE
STANDARD 79195649



Village of Western Springs
STANDARD DETAIL
SITUATION STREET PATCHING DETAIL
P-5

#	FRAME AND GRATE	COMPOSITE BOX TYPE	DESCRIPTION	OPTIONS
1	REINFORCING	1	FLAT, ROUND, CLOSED 18"	WATER LETTERING SUPPORTED CONCRETE CURB, LET DOWN LINES, WATER LETTERING ON COVER WATER LETTERING SUPPORTED CONCRETE CURB WITH LET DOWN LINES GENERALIZED PITCHABLE
2	REINFORCING	1	FLAT, ROUND, OPEN THREE 6" DIA.	NA
3	REINFORCING	1	CORNER BLET FRAME AND GRATE CURB BOX (24" x 24" x 24")	NA
4	REINFORCING	NA	BLET FRAME FOR POLY-ETHYLENE RECTANGULAR OPEN DITCH	NA
5	REINFORCING	NA	REINFORCING THREE 6" DIA. RECTANGULAR	NA

Village of Western Springs
STANDARD DETAIL
FRAME AND GRATE STANDARD
M-1

WILSON ENGINEERING
 1818 W. 14th St., Chicago, IL 60604
 TEL: (773) 348-7000 FAX: (773) 348-7001
 WWW: www.wilsoneng.com
 PROJECT NO. 1031223

DESIGNED BY [Signature]
CHECKED BY [Signature]
DATE [Date]

REVISIONS
 NO. 1: AS SHOWN
 NO. 2: [Description]
 NO. 3: [Description]

APPENDIX A-2
WILSON ENGINEERING
WILSON ENGINEERING
WILSON ENGINEERING

GENERAL DETAILS
WOODLAND AVE RECONSTRUCTION
 SCALE: [Scale] SHEET 9 OF 13 SHEETS STA. [Station] TO STA. [Station]
 Large Section Number

J.A. [Signature]	SECTION	COUNTY	TOTAL SHEET NO.
[Signature]	[Section]	[County]	68 40

CONTRACT NO. [Number]



Illinois Department of Transportation

Local Agency Proposal Bid Bond

RETURN WITH BID

Route _____
County _____
Local Agency Village of Western Springs
Section 2026 Woodland Ave Recon

PAPER BID BOND

WE G & M Cement Construction Inc as PRINCIPAL, and RLI Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section. THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 5th day of November 2025

PRINCIPAL

G & M Cement Construction Inc

(Company Name)

By: Nick Vavalle
Nick Vavalle (Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

SURETY

RLI Insurance Company

(Name of Surety)

By: Richard G Bechtold
Richard G Bechtold (Signature of Attorney-in-F)

STATE OF ILLINOIS
COUNTY OF Cook

I, CHRISTOPHER J BECHTOLD, a Notary Public in and for said county, do hereby certify that
Nick Vavalle Richard G Bechtold

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of November 2025
My commission expires AUGUST 8 2029
Christopher J Bechtold
(Notary Public)



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

--	--	--	--	--	--	--	--	--	--

(Company/Bidder Name)

(Signature and Title)

Date

BLR 5708 (Rev. 3/01)

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Christopher J. Bechtold, Richard G. Bechtold, Rea Robinson, jointly or severally

in the City of Palatine, State of Illinois its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 2nd day of February, 2024.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 2nd day of February, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 5th day of November, 2025.

By: Jill A. Scott
Jill A. Scott Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



**VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVENUE RECONSTRUCTION**

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

SCHEDULE OF PRICES

Item Number	Items	Unit	Quantity	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	79	50.00	3,950.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	76	60.00	4,560.00
3	TREE PROTECTION	FOOT	2940	3.00	8,820.00
4	TREE ROOT PRUNING	FOOT	900	10.00	9,000.00
5	SUPPLEMENTAL WATERING	UNIT	120	.01	1.20
6	EARTH EXCAVATION	CU YD	411	85.00	34,935.00
7	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1477	8.00	11,816.00
8	TRENCH BACKFILL	CU YD	2212	82.30	182,047.60
9	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	1477	8.00	11,816.00
10	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	4430	1.25	5,537.50
11	PERIMETER EROSION BARRIER	FOOT	2225	3.00	6,675.00
12	INLET FILTERS	EACH	21	130.00	2,730.00
13	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	4430	13.00	57,590.00
14	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	707	1.00	707.00
15	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	SQ YD	3940	81.00	319,140.00
16	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	594	91.00	54,054.00
17	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	SQ FT	302	14.00	4,228.00
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1814	12.00	21,768.00
19	DETECTABLE WARNINGS	SQ FT	64	50.00	3,200.00
20	PAVEMENT REMOVAL	SQ YD	4231	20.00	84,620.00
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	666	20.00	13,320.00
22	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2865	5.00	14,325.00
23	SIDEWALK REMOVAL	SQ FT	2141	2.00	4,282.00
24	STORM SEWERS, CLASS B, TYPE 2 6"	FOOT	10	260.00	2,600.00
25	STORM SEWERS, CLASS B (RCP), TYPE 2 12"	FOOT	536	88.00	47,168.00
26	STORM SEWERS, CLASS B (RCP), TYPE 2 18"	FOOT	575	99.25	55,343.75
27	STORM SEWER REMOVAL 8"	FOOT	26	20.00	520.00
28	STORM SEWER REMOVAL 12"	FOOT	105	20.00	2,100.00

**VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVENUE RECONSTRUCTION**

29	WATER VALVES 8" IN BOX	EACH	2	4,160. ⁰⁰	8,320.00
30	FIRE HYDRANTS TO BE REMOVED	EACH	4	400.00	1,600.00
31	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	9,240. ⁰⁰	55,440.00
32	CATCH BASINS, TYPE A, 5' DIA, TYPE 1 FRAME, (OPEN)	EACH	4	6,430. ⁰⁰	25,720.00
33	MANHOLES, TYPE A, 4' DIA, TYPE 1 FRAME & GRATE (OPEN)	EACH	2	4,300	8,600.00
34	MANHOLES, TYPE A, 4' DIA, TYPE 3 FRAME & GRATE (OPEN FACE)	EACH	4	4,500	18,000.00
35	MANHOLES, TYPE A, 5' DIA, TYPE 1 FRAME & GRATE (OPEN)	EACH	1	5,650	5,650.00
36	DRAIN CONNECTIONS	EACH	1	2,400	2,400.00
37	INLETS, TYPE A, TYPE 3 FRAME AND GRATE (OPEN FACE)	EACH	11	2,000	22,000.00
38	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	1,850. ⁰⁰	1,850.00
39	VALVE VAULTS TO BE REMOVED	EACH	3	270.00	810.00
40	FRAMES AND LIDS TO BE ADJUSTED	EACH	4	500.00	2,000.00
41	REMOVING CATCH BASINS	EACH	4	350.00	1,400.00
42	STORM SEWER MANHOLE TO BE REMOVED	EACH	2	300.00	600.00
43	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1469	35.00	51,415.00
44	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12	FOOT	1407	35.00	49,245.00
45	MOBILIZATION	L SUM	1	210,000. ⁰⁰	210,000.00
46	BRICK DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	113	185.00	20,905.00
47	SODDING, SPECIAL	SQ YD	2665	21.00	55,965.00
48	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	38	1.00	38.00
49	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	128,000	128,000.00
50	POLYUREA PAVEMENT MARKING - TYPE I - LINE 12"	FOOT	318	16.00	5,088.00
51	POLYUREA PAVEMENT MARKING - TYPE I - LINE 24"	FOOT	56	33.00	1,848.00
52	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	25,000	25,000.00
53	STREET SWEEPING AND DUST CONTROL	HOUR	90	100.00	9,000.00
54	TEMPORARY ADJUSTMENT TO WATER SERVICE	EACH	12	690.00	8,280.00
55	CCDD/LUST TESTING, MANAGEMENT, & COMPLIANCE	L SUM	1	2,900	2,900.00
56	ADJUSTING SANITARY SERVICE LINES	EACH	12	1,600. ⁰⁰	19,200.00
57	CONSTRUCTION VIDEOTAPING	L SUM	1	2,900	2,900.00
58	SANITARY SERVICE RECONNECTION	EACH	12	2,650. ⁰⁰	31,800.00
59	STORM SEWER CONNECTION TO EXISTING STRUCTURE, 12"	EACH	1	2,400. ⁰⁰	2,400.00
60	STORM SEWER CONNECTION TO EXISTING STRUCTURE, 18"	EACH	2	2,400. ⁰⁰	4,800.00

**VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVENUE RECONSTRUCTION**

61	CLASS "D" PATCHES, 6 INCH	SQ YD	69	86.00	5,865.00
62	DOMESTIC WATER SERVICE BOXES (CURB STOP)	EACH	31	3,100	96,100.00
63	WATERMAIN 10" PRESSURE CONNECTION	EACH	1	13,000.00	13,000.00
64	WATERMAIN 8" (DIRECT CONNECTION)	EACH	1	5,300	5,300.00
65	DI WATERMAIN 6"	FOOT	61	90.00	5,490.00
66	DI WATERMAIN 8"	FOOT	1467	114.00	167,238.00
67	WATER SERVICE RECONNECTION	EACH	42	3,340.00	140,280.00
68	WATERMAIN CASING WITH SPACERS	FOOT	157	130.00	20,410.00
69	WATER SERVICE LINE, 1-1/2"	FOOT	1160	27.00	31,320.00
70	WATER SERVICE (BORED OR PULLED) PRIVATE, COMPLETE, 1-1/2"	FOOT	296	27.00	7,992.00
71	EXTERIOR FOUNDATION ACCESS PIT	EACH	7	500.00	3,500.00
72	CONNECTION TO RELOCATE/EXISTING WATER METER, COMPLETE	EACH	7	3,300	23,100.00
73	INTERIOR WATER METER RELOCATION, COMPLETE	EACH	3	4,900	14,700.00
74	RECONNECTION OF WATER SERVICE ELECTRICAL JUMPER CABLE	EACH	4	1,200	4,800.00
75	PRIMARY ELECTRICAL GROUNDING SYSTEM INSTALLATION	EACH	3	4,000	12,000.00
76	SANITARY SEWER REMOVE & REPLACE, 8"	FOOT	15	280.00	4,200.00
77	SANITARY SEWER REMOVE & REPLACE, 15"	FOOT	41	290.00	11,890.00
78	SANITARY SEWER REMOVE & REPLACE, 21"	FOOT	180	230.00	41,400.00
79	SANITARY MANHOLES, SPECIAL	EACH	1	2,500	2,500.00
80	SANITARY MANHOLE TO BE REMOVED	EACH	1	280.00	280.00
81	CURED-IN-PLACE PIPE LINER, 8"	FOOT	600	52.00	31,200.00
82	CURED-IN-PLACE PIPE LINER, 21"	FOOT	662	120.00	79,440.00
83	T-LINER INSTALLATION	EACH	44	7550.00	332,200.00
84	LATERAL LINER INSTALLATION (FROM MANHOLE)	EACH	2	3,500.00	7,000.00
85	ADDITIONAL LATERAL LINER	FOOT	50	65.00	3,250.00
86	LATERAL CLEANING AND TELEVISIONING	FOOT	1,452	10.00	14,520.00
87	ADDITIONAL LATERAL TELEVISIONING	FOOT	50	10.00	500.00
88	CLEANOUT INSTALLATION	EACH	5	900.00	4,500.00
89	DYE TESTING OF SERVICES	EACH	8	300.00	2,400.00
90	CHIMNEY SEALS EX. SAN. MH.	EACH	3	1,200.00	3,600.00
91	CEMENTITIOUS MANHOLE SEALING	VERT FOOT	5.5	1,200	6,600.00
92	VACUUM TESTING	EACH	1	2,000	2,000.00
93	PCC STREET SIGN REMOVAL AND RESET (SPECIAL)	EACH	1	3,000	3,000.00

**VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVENUE RECONSTRUCTION**

94	TREE CANOPY PRUNING	EACH	57	60.00	3,420.00
95	MISCELLANEOUS ADDITIONS AT VILLAGE DISCRETION	UNITS	75,000	\$1.00	\$75,000.00
96	WATER MAIN TO BE ABANDONED - 6"	EACH	2	8,900	17,800.00
97	PRECAST CONFLICT MANHOLE, 4' DIA. W/ T1 F&G (CLOSED)	EACH	1	12,500	12,500.00
98	SANITARY SERVICE RECONNECTION TO NEW SANITARY SEWER, 15"	EACH	5	2,700	13,500.00
99	SANITARY SERVICE RECONNECTION TO NEW SANITARY SEWER, 21"	EACH	2	5,800	11,600.00
Bidder's Total Proposal					2,990,623.05

ALL OF THE ABOVE ITEMS, COMPLETE, IN PLACE, FOR THE TOTAL AMOUNT OF BASE BID:

Two million Nine hundred Ninety thousand Six hundred twenty three DOLLARS \$ *five* CENTS
(In Writing)

VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVENUE RECONSTRUCTION

(If an Individual)

Signature of Bidder _____

Business Address _____

(If a co-partnership)

(Seal)

Firm Name _____

Signed By _____ (Seal)

Business Address _____

(Insert Names and
Addresses of all
Partners of the
Firm)

(If a Corporation)

Corporate Name Com Cement Constr.

Signed By [Signature]
President

Business Address 58 Commercial
Addison St

(Corporate Seal)

(Insert Names of
Officers)

President Nick Vavalle

Secretary Giovanni Vavalle

Treasurer Guesappina Vavalle

Attest: [Signature]

Secretary

(Note: Bidders should not add any conditions or qualifying statements to this bid, since under these circumstances, the bid may be declared irregular as being not responsive to the advertisement for bids).

**VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVE RECONSTRUCTION PROJECT**

TABLE OF CONTENTS

Part 1 – Legal and Procedural Documents

- Advertisement for Bids
- Notice to Bidders
- Instruction to Bidders
- Proposal for Contract Bid
- Contract and Contract Bond

Part 2 – Specifications for Construction

- Index for Supplemental Specifications and Recurring Special Provisions
- Check Sheet for Recurring Special Provisions
- Check Sheet for Recurring Local Roads and Streets Special Provisions

- Index of Special Provisions
- Special Provisions

- Local Roads Special Provisions

- BDE Special Provisions Check Sheet
- BDE Special Provisions

- IDOT Highway Standards

- Cook County Prevailing Wages, latest edition

- Pavement Cores & Summary Report
- LPC - Forms

Part 3 – Roadway Plans

- Cover Sheet
- Index of Sheets, Highway Standards, and Utility Contacts
- General Notes
- Summary of Quantities
- Typical Sections
- Schedule of Quantities
- Erosion Control and Restoration
- Suggested Maintenance of Traffic Stage I, II, and III
- Removal Plan
- Roadway and Drainage Plan and Profile
- Watermain Plan and Profile
- Intersection Pavement Elevation Plan
- Standard Details
- Cross Sections

**VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVENUE RECONSTRUCTION PROJECT**

ADVERTISEMENT FOR BIDS VILLAGE OF
WESTERN SPRINGS, ILLINOIS

1. Time and Place of Opening Bids. Sealed proposals for the 2026 Woodland Avenue Reconstruction project for the Village of Western Springs, Cook County, Illinois, will be received at the Village Hall at 740 Hillgrove Avenue, Western Springs, Illinois 60558 until 10:00 A.M., November 12, 2025, and at that time will be publicly opened and lump sum bid read aloud. The Village will provide a drop box for proposals to be located at the Village Clerk's office at Village Hall.

The bid opening is currently scheduled to occur at Village Hall. The Village reserves to right to change the location of the opening or host it publicly in a virtual setting. Contractors will be notified of any location change via an addendum. The general public will be notified via the Village website at www.wsprings.com.

2. Description of Work. The project consists of but is not limited to concrete roadway reconstruction, storm sewer replacement, curb and gutter removal and replacement, P.C.C. sidewalk remove and reconstruction at specified locations, new 8-inch water main with services, drainage/utility adjustments and reconstruction, sanitary sewer point repair and CIPP lining, and landscape restoration along Woodland Avenue within the Village of Western Springs.

3. Information for Bidders. Copies of the Bidding Documents may be **obtained** from HR Green, Inc. at 323 Alana Drive, New Lenox, IL, 60451 upon a non-refundable payment of \$25.00 per set. **Documents can only be obtained through HR Green, Inc. by requesting via email to Kelly Andrews (kandrews@hrgreen.com).**

Contractor(s) shall not less than the prevailing rate of wages as found by the Village or the Department of Labor, or as determined by the Court on Review, shall be paid to all laborers, workmen, and mechanics performing work as indicated in the special provisions to the specifications.

If at the time the Agreement for this Project is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., as two consecutive months of unemployment exceeding 5%, the Bidder agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act". An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

The Village of Western Springs is exempt from the Illinois State, municipal or county Retailers Occupation Tax, Service Occupation Tax, Use Tax, and Service Use Tax as described in Illinois Compiled Statute Chapter 35. Bid prices shall not include the cost of such taxes.

4. All Bids must be accompanied by a Bidder's bond, certified check, bank cashier's check or bank draft payable to the Village of Western Springs for five percent (5%) of the total amount of the Bid as provided in the Bidder Instructions.

5. Rejection of Bids. The Board of Trustees reserves the right to reject any or all Bids and to waive technicalities. Unless the Bids are rejected for good cause, award of contract shall be made to the lowest responsible and responsive Bidder.

Dated at Western Springs, Illinois this October 16, 2025
Heidi Rudolph, Village President
Edward Tymick, Village Clerk

END OF ADVERTISEMENT FOR BIDS

**NOTICE TO BIDDERS
FOR THE
2026 WOODLAND AVENUE RECONSTRUCTION PROJECT**

**VILLAGE OF WESTERN SPRINGS
COOK COUNTY, ILLINOIS**

RECEIPT OF BIDS

Sealed bids to complete all work required for the **2026 WOODLAND AVENUE RECONSTRUCTION PROJECT** will be received by the Village of Western Springs, Cook County, Illinois until 10:00 a.m. (Central Time) Wednesday, November 12, 2025. Thereafter or as soon as thereafter is practicable, all bids received will be publicly opened and the bid prices read aloud. Sealed envelopes or packages containing bids shall be addressed to the Village Clerk's Office, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, IL 60558, and shall be marked "**Sealed Bid – 2026 WOODLAND AVENUE RECONSTRUCTION PROJECT**".

The bid opening is anticipated to take place in person and meeting info can be found in the special provisions. The meeting info will also be posted at www.wsprings.com on the day of the opening, under the Calendar section of the website.

The work in general shall consist of but is not limited to concrete roadway reconstruction, storm sewer replacement/construction, curb and gutter removal and replacement, P.C.C. sidewalk removal and reconstruction at specified locations, drainage/utility adjustments and reconstruction, sanitary sewer point repair and CIPP lining, 8-Inch water main construction with services, and landscape restoration along Woodland Avenue within the Village of Western Springs.

CONTRACT DOCUMENTS

Contractors must purchase bid documents and be shown on the Bidder's Plan holder List in order to bid. Bids received from contractors who are not in the Bidder's Plan holder List will be rejected.

Copies of the Bidding Documents may be obtained from HR Green, Inc. at 323 Alana Drive, New Lenox, Illinois upon a non-refundable payment of \$25.00 per set. Documents can only be obtained through HR Green, Inc. by requesting via email to Kelly Andrews (kandrews@hrgreen.com).

Contractors must purchase bid documents and be shown on the Bidder's Plan-holder List in order to bid. Bids received from contractors who are not in the Bidder's Plan-holder List may be rejected.

Contractor(s) shall not less than the prevailing rate of wages as found by the Village or the Department of Labor, or as determined by the Court on Review, shall be paid to all laborers, workmen, and mechanics performing work as indicated in the special provisions to the specifications.

If at the time the Agreement for this Project is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., as two consecutive months of unemployment exceeding 5%, the Bidder agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act". An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

The Village of Western Springs is exempt from the Illinois State, municipal or county Retailers Occupation Tax, Service Occupation Tax, Use Tax, and Service Use Tax as described in Illinois Compiled Statute Chapter 35. Bid prices shall not include the cost of such taxes.

IDOT Pre-Qualification of Portland Cement Concrete Paving, or Drainage, or Earthwork is required to bid. All proposals must be submitted on the forms provided and in compliance with the Instructions to Bidders. Submission of a bid shall be conclusive assurance and warranty that the bidder has examined the plans, the site of the work and the local conditions affecting the contract and understands all of the requirements for performance of the work. The bidder will be responsible for all errors in its proposal resulting from failure or neglect to conduct an in-depth examination. The Village of Western Springs will in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder. The bidder shall not take advantage of any errors or omission in the plans or proposal.

Minority and Women Owned Businesses (MBE/WBE) are encouraged to submit bids on this project. Federal Labor Standards and Prevailing Wage rates will apply to this project.

BID SECURITY

Each bid shall be accompanied by a proposal guaranty in the form of a bid bond, executed by a corporate surety company, a bank cashier's check or a certified check payable to the Village of Western Springs for not less than five percent (5%) of the amount bid. The proposal guaranty checks of all, except the two lowest responsible bidders, will be returned after the proposals have been checked and tabulated. The proposal guaranty checks of the two lowest responsible bidders will be returned after the contract and the contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

RIGHT TO REJECT BIDS

The Village of Western Springs reserves the right to waive technicalities and to reject any and all proposals for any reason deemed in the best interest of the Village of Western Springs.

AWARD OF CONTRACT

Unless all bids are rejected, the contract award will be made to the lowest responsive responsible bidder. In determining who the lowest responsive responsible bidder is, the Village of Western Springs will consider all factors which it, in its discretion, deems relevant in determining who the lowest responsive responsible bidder is. Bidders who are awarded a contract shall be required to provide a Contract Bond in the total amount of the contract sum upon execution of the contract.

INSTRUCTION TO BIDDERS

1. GENERAL

- a) The said improvement shall be constructed and completed in accordance with the maps, plats, plans, profiles, and the specifications for the same, relating to the construction of said improvement.
- b) The Contract Documents, including plans and specifications prepared by HR Green, Inc. are on file at the office of the Village Clerk, Village of Western Springs, Illinois, hereinafter referred to as the Municipality.

2. SCOPE

The proposed improvement herein specified and described contemplates the following improvement:

The work shall consist of removing the existing pavement, curb & gutter, and driveways; the installation of PCC pavement, remove and reconstruct combination concrete curb & gutter, PCC and HMA Driveway remove and reconstruct at specified locations, storm sewer construction as specified, removal and reconstruction of P.C.C. sidewalk at specified locations, and landscape restoration. Utility work includes the construction of new storm sewer, including replacement of manholes, catch basins, and Inlets; construction of new 8-inch water main and residential services which include some lead services replacement; abandoning existing water main; and sanitary sewer point repair and CIPP lining. The overall improvements are located in the following project limits:

- Woodland Avenue from 47th Street to Burlington Avenue

3. CONSTRUCTION ITEMS

The major construction items for this project include:

PCC Pavement 8" (Jointed)	3940	SQ YD
Aggregate Base Course Type B, 6"	4895	SQ YD
Combination Concrete Curb and Gutter, B-6.12	1469	FOOT
Combination Concrete Curb and Gutter, B-4.12	1407	FOOT
Portland Cement Concrete Sidewalk, 5" & 7"	2106	SQ FT
PCC Driveway Pavement, 7"	594	SQ YD
Earth Excavation	411	CU YD
8-Inch DI Water Main	1467	FOOT
6-Inch DI Water Main	69	FOOT
Cured-In-Place Pipe Liner, 8"	600	FOOT
Cured-In-Place Pipe Liner, 21"	662	FOOT
Storm Sewers (Various Sizes)	1098	FOOT

The Contractor will be required to determine for himself/herself the actual quantities and items involved and the extent of the work and shall bid accordingly.

4. LAND

For the purpose of constructing operating and maintaining the herein described

improvements, the Municipality has acquired the necessary land and right-of-way privileges required for the construction of same. The Contractor will construct any necessary access roads or facilities, if any are required.

5. PAYMENT FOR PROPOSAL BOOKS

Copies of the documents may be obtained by paying Twenty-five Dollars (\$25.00) non-refundable with the office of HR Green, Inc. for each set of documents so obtained.

6. PROPOSALS

- a) Sealed proposals will be received by the municipal Clerk, of said Municipality, in accordance with the official advertisement.
- b) Proposals must be completed on the accompanying blank form. Proposals shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm or corporation submitting the Proposal. The envelope shall be clearly marked with the name of the project and the date and time of the bid opening and shall be addressed to the said Municipality.
- c) All bids must be accompanied by a bid bond, certified check, bank draft, or irrevocable letter of credit on a responsible, solvent bank, payable to the said Municipality, or cash, in an amount equal to five percent (5%) of the total amount of the bid, the same to be refunded or returned to the bidder upon his faithful performance of the conditions of the Proposal, to the satisfaction of the Municipality.
- d) The Person, Firm or Corporation to whom the Contract may be awarded will be required to execute a contract and bond with sureties within the time provided by law, a blank form of which said contract and bond is hereto attached and additional copies may be had on application to the Clerk of said Municipality. In case of failure or neglect to so execute, the said person, firm or corporation will be considered to be in default, and the above-mentioned deposit shall thereupon be forfeited to the said Municipality and collected by law; and thereupon the Municipality may award the Contract to another bidder or rebid the project.
- e) No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Municipality that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the contract.
- f) The total bid price must be written in the bid, and also stated in figures, and if any discrepancy occurs between the written and figured prices, the total bid price, predicated on the figured prices, will be taken as the intention of the bidder. Bids which are noticeably unbalanced may be voiced at the sole discretion of the Municipality.
- g) No proposal will be made or considered on any part of the work which does not provide for the completion of the work in accordance with the requirements of the plans, specifications and special provisions. The Bidder's proposal must provide, in ink, a unit price for all items listed on the proposal form. Should any unit prices be omitted, the bidder's proposal will be declared invalid and his bid rejected.
- h) The bidders will be required to execute the contract documents not more than fifteen (15) days following written notice to the Contractor of the award and these documents shall be completed and returned to the Municipality within the time limit specified within the proposal form. It is understood and agreed that the submittal

of these documents within the time limit is an essential part of the Contract.

- i) Permission will not be given for the withdrawal of any bid or proposal for a period of sixty (60) days after the opening thereof, excepting that any bidder may withdraw his bid personally or by written request at any time prior to the opening of bids.
- j) In submitting this Proposal, the Bidder declares that the only person or party interested in the Proposal as principals are those he has named herein, and that the Proposal is made without collusion with any other person, firm or corporation.

7. INSTRUCTIONS AND PROPOSAL ATTACHED

EACH BID SHALL HAVE ATTACHED THERETO A COPY OF THESE INSTRUCTIONS AND SPECIAL PROVISIONS.

8. WAGE RATE REQUIREMENTS

1. No less than the prevailing rate of wages under the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as determined by the U.S. Department of Labor shall be paid to all laborers, workmen and mechanics performing work under this contract. Contractor and all Subcontractors engaged in any part of the Project will be required to comply with the Davis-Bacon Wage Act requirements and the cost of doing so must be included in the Bid as no extra payment on account of this provision of law will be allowed.

2. If the Department of Labor revises prevailing wage rates, the revised prevailing wage rates on the Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals to ensure timely payment of current wage rates. The Contractor agrees no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

3. Provide certified weekly payrolls on a weekly basis to the Illinois Department of Labor (IDOL) website and provide the Village with certification of payroll submission to IDOL to demonstrate compliance.

9. STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

The Drug Free Workplace Act (Illinois Compiled Statutes Chapter 30-580) requires that no Contractor be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Contractor has certified to the State that the Contractor will provide a drug free workplace.

For the purpose of this certification, "Contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract of \$5,000 or more from the State.

Provide a signed certification of Drug Free Workplace Act compliance (Certificate 00 62 03) with the Bid.

10. SUBSTANCE ABUSE PREVENTION PROGRAM

Illinois P. A. 095-0635, Substance Abuse Prevention on Public Works Projects Act requires that all Contractors and Subcontractors have a written Substance Abuse Prevention Program, or collective bargaining agreement, in effect that includes a Substance Abuse Prevention Program. Submit a copy of the Substance Abuse Prevention Program or collective bargaining agreement with the governing body, along with a cover letter certifying that their program meets the requirements of the Act, or, as an alternative, use Certificate 00 62 07 from these Specifications. This requirement applies to Contractors and Subcontractors.

Provide all necessary documentation at the time of the preconstruction meeting.

11. EMPLOYMENT OF ILLINOIS WORKERS

Comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this project.

Provide signed certification of compliance (Certificate 00 62 08) with the bid.

12. BIDDER'S DUTIES

- a) The Bidder further declares that he has carefully examined the Instruction to Bidders, Proposal Form, Plans, Specifications, Form of Contract, Contract Bond, and Special Provisions, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction and understands that in making this Proposal he waives all right to plead any misunderstandings regarding the same.
- b) Bidders are required to acquaint themselves fully of the conditions relating to construction and labor under which the work will be performed. The Contractor must employ, insofar as possible, such methods and means in carrying out the work as will not cause any interruption or any interference with any other Contractor. Bidders are required to inform themselves fully of the conditions relating to prevailing and predetermined labor rates and the applicable laws relating thereto, and shall be governed thereby.
- c) If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Clerk of the Municipality a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Municipality will not be responsible for any other explanation or interpretation of the proposed documents.
- d) The Bidder further understands and agrees that if his Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the work and to furnish all of the materials specified in the Contract, except such materials as are to be furnished by the Municipality, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- e) The Bidder declares that he understands that the quantities listed on the Proposal form and

in the plans are approximate only and that they are subject to increase or decrease; and that he will take in full payment thereof the amount and the summation of the actual quantities, as fully determined, multiplied by the unit prices shown in the schedule of prices contained within the Proposal Form.

- f) The Bidder further agrees that the unit prices submitted within the Proposal Form are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions. If there is a discrepancy between the gross sum bid and that resulting from the summations of the quantities multiplied by their respective unit prices, the latter shall apply.
- g) The Bidder further agrees that if the Municipality decides to extend or shorten the work, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he will perform the work as altered, increased or decreased, at the Contract unit prices.
- h) The Bidder further agrees that the Engineer may at any time during the progress of the work covered by this Contract order other work or materials incidental thereto and that all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price for other items in this Contract, shall be performed as extra work, and compensation shall be paid for in accordance with the Standard Specifications.
- i) The Bidder further agrees that he and his surety will execute and present within fifteen (15) days after the receipt of the Notice of Award and the Contract, a Contract Bond satisfactory to and in the form prescribed by the Municipality, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of the work in accordance with the terms of the Contract.

14. DELINQUENT BIDDERS

No Contract will be awarded to any person, firm or corporation that has been delinquent or unfaithful in any former Contract with this Municipality, or whose surety is a defaulter upon any obligation in the said Municipality.

15. EXECUTION OF DOCUMENTS

The Contractor, in signing his bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the proposal documents shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the word "By

_____."

If such a bid is manually signed by an official other than the President of the Corporation, a

certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it. Such bid shall also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder to whom the Municipality contemplates awarding the contract) by some officer or agent of the Municipality duly authorized to give such notice.

16. FILING BIDS

After bids are opened and read aloud, they shall be placed on file in the Clerk's office for public inspection and shall remain there as provided by Statute.

17. CONSIDERATION OF PROPOSALS

Contracts shall be awarded to the lowest responsible bidder on the basis of the bid that is in the best interest of the Municipality to accept. In awarding the Contract, in addition to price, the Municipal Authorities will consider:

- (a) the ability, capacity, and skill of the bidder to perform the Contract and to provide the service required;
- (b) whether the bidder can perform the Contract or provide the service promptly or within the time specified without delay or interference;
- (c) the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (d) the quality of the performance on previous Contracts or services;
- (e) the existing and previous compliance by the bidder with laws and ordinances relating to the Contract or services;
- (f) the sufficiency of the financial resources and ability of the bidder to perform the Contract or perform the services;
- (g) the quality, availability and adaptability of the supplies or contractual services to the particular use required;
- (h) the ability of the bidder to provide future maintenance and service for the use of the subject of the Contract;
- (i) the number and scope of conditions attached to the bid.
- (j) Responsibility requirements or criteria that will be used in evaluating bidders, provided that an experience requirement or performance bond may not be used unless adequately justified by the loan recipient.

18. BASIS OF AWARD

Proposals shall be submitted for the Items or Units as shown on the Proposal Form, and all construction elements will be furnished and installed in strict conformance with the specifications.

No proposal will be considered except upon completed work fully installed in place as specified. Awards may be made on the following basis only:

The entire work as a single contract.

Awards, if any, will be made only upon the basis, which in the judgment of the Municipality, will be most advantageous to the Municipality and then only to the party (or Parties) submitting the lowest responsible bid (or bids) upon the particular basis selected by the Municipality for the award of contract as herein indicated.

19. ALTERNATES, UNIT PRICES AND STATED ALLOWANCES Attention of bidders is also invited to

the fact that;

- (a) the base bid may be modified in accordance with those alternate proposals which may appear in the Proposal;
- (b) that certain items appearing under the alternate category are to be bid at unit prices which will apply in the event that these items are to be constructed as a part of the improvement and, in this event, additions to or deductions from the work required in the base bid (and accepted alternates) will be required.

Bidders are required to bid upon each and every alternate, and unit price items in the bid form relating to the work upon which the bidder is offering a Proposal where the specifications or the Proposal provides for such bids.

20. COPIES OF DOCUMENTS

The number of copies of contract and bond required to be executed is as follows:

- (a) Four (4) original counterparts of the contract documents will be required to be executed.
- (b) Four (4) sets of plans (initialed) are required to accompany the contract documents.

21. RETURN OF BID DEPOSITS

The bid deposit of all except the two lowest bidders will be returned within seven (7) working days after the opening of bids. The bid deposit of the two lowest bidders will be returned within 72 hours after contract and required bonds have been approved by the Municipality.

22. RIGHT TO REJECT BIDS

The Municipality reserves the right to waive technicalities and to reject any or all proposals and to accept the bid deemed most advantageous to it.

23. SUPPLEMENTAL INSTRUCTIONS

Each bidder shall submit a complete proposal on the entire work.

ATTEST by: Village of Western Springs, Illinois

VILLAGE OF WESTERN SPRINGS

PROPOSAL FOR

CONTRACT BID

2026 WOODLAND AVENUE RECONSTRUCTION

PROPOSAL

To the Village of Western Springs, Illinois:

The undersigned, having familiarized _____ with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Bids, Instructions to Bidders, Standard Specifications, Special Provisions, Form of Proposal, Form of Contract, Form of Performance Bond, etc., and with the plans and specifications and addenda thereto if any on file in the office of the Municipal Clerk of said Municipality, and understanding that in making this proposal he waives all right to plead any misunderstanding regarding the same; the undersigned hereby proposes to perform all specified work and to provide and furnish all labor, materials, tools, expendable equipment, and all utility and transportation services necessary to complete in a workmanlike manner all work required in connection with the construction of the **2026 WOODLAND AVENUE RECONSTRUCTION** be constructed by the said Municipality, all in accordance with the plans and specifications as prepared by HR Green, Inc., including Addendum Nos. ____, and __ issued thereto, for the following prices; it being understood that each of the items is to be constructed complete in place and ready for use, including all labor, materials and equipment of every kind and nature necessary to construct the work as specified as well as all other appurtenant and accessory construction and that each item shall be constructed in all respects so as to accomplish the purpose for which the same was intended by the said plans and specifications.

**VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVENUE RECONSTRUCTION**

1. It is understood and agreed by the undersigned that the Municipality reserves the unrestricted privilege to reject any bid should any unit prices be abutted, or any bid which are noticeably unbalanced, all at the sole discretion of the Municipality.
2. The aggregate total of the above lump sum (if any) and unit price items, based on the estimated quantities, shall be the basis for the establishing of the amount of the performance bond and for comparison of bids. Said total in the case of unit price bids, shall not be understood to be a single lump sum proposal or contract price.
3. If awarded this contract, the undersigned agrees to commence work within ten (10) calendar days after execution and acceptance of the contract. The undersigned further agrees to complete the work to the satisfaction of the Municipality within the time frame described by the provisions herein, within **Completion Date** as specified in the SPECIAL PROVISIONS.
4. Accompanying this Proposal is a bid bond, or certified check payable to the said Municipality in the amount of five percent (5%) of the amount bid which it is agreed will be forfeited to said Municipality, if the undersigned fails to execute the contract in conformance with the form of contract incorporated in the Contract Documents and furnish performance bond as specified within fifteen (15) days after notification of the award of contract to the undersigned. The amount of the bid security is \$ **5% Bid Bond**.
5. In submitting this bid, it is understood that the right is reserved by the said Municipality to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
6. Each pay item shall have a unit price and a total price.
7. The unit price shall govern if there is a discrepancy between the product of the unit price multiplied by the quantity.
8. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
9. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
10. In submitting this bid, the Contractor guarantees all work for a period of one (1) year after final acceptance of the project by the owner against faulty materials and/or workmanship. If any defects become apparent within the guaranty period, the Contractor shall repair said defects at his cost and to the satisfaction of the owner.
11.
 - (I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:

VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVENUE RECONSTRUCTION

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

- (i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I) (i) through (I)(iii) above; or
- (ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (Where applicable): 6 and 7


HOLD HARMLESS AGREEMENT

The Contractor agrees to indemnify and defend the Village of Western Springs, its officers, agents and employees and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by this Agreement. The foregoing indemnity (together with Contractor's obligation to defend) shall apply unless it shall be found by a court of competent jurisdiction that such injury, death or damage shall have been caused solely by the negligence of the Village of Western Springs, its officers and employees, or any of them. The Village of Western Springs shall be entitled to withhold from any payment otherwise due pursuant to this Agreement such amount or amounts as may be reasonably necessary to protect it against liability from any personal injury, death or property damage resulting from the performance of the work hereunder.

Village of Western Springs

Contractor

Signature



Signature

Title

Title

President

Date

Date

11/24/25

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 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 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 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.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION (continued)

- (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 Section 5 (30 ILCS 580/5) of the Act.
- (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 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 Section 6 (30 ILCS 580/6) of the Act.



Contractor

ATTEST:



DATE: 11/4/25

SEXUAL HARASSMENT CERTIFICATE

Gym Cement Construction hereinafter referred to as "Contractor" having submitted a bid/proposal for 2026 WOODLAND AVE RECONSTRUCTION PROJECT to the Village of Western Springs, Cook County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2- 105(A)(4) including the following information:

1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 4th day of
November, 2025.

[Signature]
Notary Public

ANNET L CUNDIFF
OFFICIAL SEAL
Notary Public - State of Illinois
Commission No. 983560
My Commission Expires December 14, 2027

VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVENUE RECONSTRUCTION

Bidder Certification
In Compliance with Article 33E-11 to the
"Criminal Code of 2012"

I Nick Vavalle, do hereby certify that:

1. I am president of the G+M Cement Construction
Position Firm
and have authority to execute this certification on behalf of the firm
2. This firm is not barred from bidding on this contract due to either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]."

Name of Firm G+M Cement Construction, Inc

Signature [Signature]

Title President

Date 11/4/25

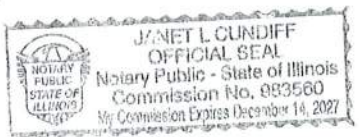
Corporate Seal (where appropriate)

On this 4th day of November 2025, before me appeared (Name)

Nick Vavalle to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) G+M Cement Const. to execute the affidavit and did so as his or her free act and deed.

Notary Public [Signature] Commission Expires 12/14/27

Notary Seal



CONTRACT

1. THIS AGREEMENT, made and concluded this ____ day of _____, 202_ between the Village of Western Springs acting by and through its President and Village Board, known as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.
2. WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the engineer under it.
3. And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, proposal and contract bond hereto attached and the plans for the Village of Western Springs **2026 WOODLAND AVENUE RECONSTRUCTION** prepared by HR Green, Inc., approved by the Village of Western Springs, are all essential documents of this contract and are a part hereof.
4. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

IN WITNESS WHEREOF the said parties have executed these presents on the date above mentioned.

Village of Western Springs

By: _____
President
Party of the First Part

ATTEST:

Municipal Clerk

VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVENUE RECONSTRUCTION

(If Corporation)

Corporate Name Gym Cement Construction

(Corporate Seal)

Address 58 Commercial
Madison IL 60101

ATTEST:

By [Signature] (Seal)
President

[Signature]
Corporate Secretary

(If an Individual)

Business Name _____

Address _____

By _____ (Seal)
Bidder

(If a Co-partnership)

Firm Name _____

Address _____

By _____ (Seal)

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT, that we _____

as Principal, and _____

a corporation organized and existing under the laws of the State of Illinois, as Surety, are held and firmly bound unto the Village of Western Springs, State of Illinois, in the penal sum of _____, lawful money of the United States, well and truly to be paid unto said Village of Western Springs for the payment of which we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly, severally, and firmly by these present.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the Village of Western Springs acting through the President and Village Board of said Village of Western Springs for the construction of the work designated as **2026 WOODLAND AVENUE RECONSTRUCTION** in the Village of Western Springs which contract is hereby referred to and made a part hereof, as if written herein at length, in and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, material, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, sub-contractor, or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVENUE RECONSTRUCTION

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold the Village of Western Springs and the said President and Village Board harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements, of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this _____ day of _____ A.D. 202__.

Corporate
Name _____

By: _____

ATTEST: _____
Secretary

Surety: _____
(Seal)

By: _____
Attorney in Fact (Seal)

By: _____
Attorney in Fact (Seal)

Countersigned
By: _____
Agent for Surety

Address of Surety

VILLAGE OF WESTERN SPRINGS
2026 WOODLAND AVENUE RECONSTRUCTION

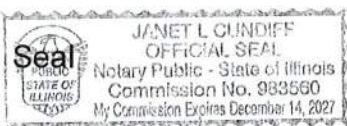
State of IL)

County of DuPage)

SS

I, Janet Cundiff a Notary Public in and for said county, in the State aforesaid, do hereby certify that Nick Davalle, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Principal therein, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 4th day of November, A.D. 2025



Janet Cundiff Notary Public

58 Commercial Address
Arboretum Dr

State of _____)

County of _____)

SS

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the person who signed the above and foregoing instrument as the Attorney in Fact for _____, thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under the authority given him by said Principal.

Given under my hand and Notarial Seal, this _____ day of _____, A.D. 202__.

_____ Notary Public

_____ Address

Approved this _____ day of _____, A.D. 202__.

ATTEST: _____ President and Village Board

Municipal Clerk
Municipal Seal

President

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



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.		Copenhagen 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 TELEVISION	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 TELEVISION	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



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

	UNIT	Quantity	Triggi Construction, Inc.		Performance Construction		Martam Construction		Swallow Construction Corp.		Berger		Mauro Sewer Construction		ENGINEERS OPINION OF PROBABLE CONSTRUCTION		
			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																

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	\$12,260.00	\$3,400.00	\$10,200.00	\$13,800.00	\$4,400.00	\$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 TELEVISIONING	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 TELEVISIONING	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% Contingency	\$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		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_Recommendation_2026_Woodland_Reconstruction_Western_Springs.docx



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 15, 2025

AGENDA ITEM 9.C.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager

RE: [Previously discussed] Professional Services Agreement with HR Green, Inc. for Construction Observation Services for the Woodland Avenue Reconstruction Project (Omnibus Item)

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. Resolution No. 25-____ re PSA with HR Green for Preliminary Engineering and Project Scoping Services- 2025 Referendum Projects (
2. Group Exhibit A Part 1 of 2 -PSA-11042025-VOWS_CEI_Woodland_Ave

3. Group Exhibit A Part 2 of 2 --Rider to PSA with HR Green, Inc. for Construction Observation Services for Woodland Ave Reconstruct

**DRAFT 12.15.2025
RESOLUTION NO. 25-????**

VOTE:
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: December 15, 2025.
OTHER:

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND HR GREEN, INC. OF
CHICAGO, ILLINOIS FOR CONSTRUCTION
OBSERVATION SERVICES FOR THE WOODLAND
AVENUE RECONSTRUCTION PROJECT (47th
STREET TO BURLINGTON AVENUE).**

WHEREAS, the President and Board of Trustees of the Village of Western Springs (“Village Board”) and HR Green, Inc. of Chicago, Illinois (“Engineer”) desire to enter into a Professional Services Agreement for Construction Observation Services (collectively, the “Services”) and its Exhibit “1” entitled “Rider to Professional Services Agreement Between the Village of Western Springs and HR Green for Construction Observation Services for the Woodland Avenue Reconstruction Project (47th Street to Burlington Avenue)”, copies of which are attached hereto as Group Exhibit “A” and made a part hereof (collectively the “PSA”); and

WHEREAS, the Services to be performed will include field verification of water and sewer systems and curb, gutter and sidewalks, geo-technical work, sewer televising, and scoping memo including phase II/III engineering estimations and construction costs; and

WHEREAS, the fee to perform the Services is a “not-to-exceed” fee of \$274,935.00. The Engineer’s fee will be paid from the Infrastructure Fund using Referendum Funds and/or funds from other lawful sources; and

WHEREAS, at an open public meeting held on November 24, 2025, the Village’s Public Works and Water Committee (“Committee”) reviewed and discussed the terms of the attached PSA, received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; and

WHEREAS, at open public meetings held on December 1, 2025 and December 15, 2025, the President and Board of Trustees of the Village reviewed and discussed the Services, the PSA, and the Committee’s recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its December 15, 2025 Regular meeting, the Village Board accepted the Committee’s recommendation to approve and enter into the PSA; and

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

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

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

Section 2: Approval of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Preliminary Engineering and Project Scoping Services for the 2025 Referendum Projects (“Services”) and its Exhibit “1” entitled “Rider to Professional Services Agreement Between the Village of Western Springs and HR Green for Construction Observation Services for the Woodland Avenue Reconstruction Project (47th Street to Burlington Avenue)” (collectively the “PSA”), substantially in the form attached hereto as **Group Exhibit “A”** and made a part hereof, which may contain certain non-substantive and non-financial changes that are approved by the Village Attorney. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute the final version of the PSA, and such other related documents and instruments as may be necessary to fulfill the Village’s obligations under the PSA.

Section 3: Approval of Related Expenses. The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village’s obligations under the PSA.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the PSA by the Village President and Village Clerk, or their designees, the Village Clerk’s Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached PSA to the Clerk’s office and to the Engineer.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 15th 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

Group Exhibit "A"

**Professional Services Agreement
Between the Village of Western Springs and HR Green, Inc.
for Construction Observation Services for the
Woodland Avenue Reconstruction Project (47th Street to Burlington Avenue)**

and its

Exhibit "1"

**Rider to Professional Services Agreement
Between the Village of Western Springs and HR Green, Inc.
for Construction Observation Services for the
Woodland Avenue Reconstruction Project (47th Street to Burlington Avenue)**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND HR GREEN, INC. OF CHICAGO, ILLINOIS FOR CONSTRUCTION OBSERVATION SERVICES FOR THE WOODLAND AVENUE RECONSTRUCTION PROJECT (47th STREET TO BURLINGTON AVENUE).

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 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 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



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 of 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, P.E. Area Manager

Approved by: _____

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									
Construction Start-up and Review				16			16	\$ 15,750.00	\$ 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 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									
QA/QC							0	\$ 40.00	\$ -
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									
							0	\$ 675.00	\$ -
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				
Meetings =				

\$15,750.00

\$675.00

MISC

Postage Allowa 40

Subtotal: **\$40.00**

TOTAL: \$16,465.00

**Rider to
Professional Services Agreement
Between The Village Of Western Springs And HR Green, Inc.
For Construction Observation Services for the Woodland Avenue Reconstruction Project
(47th Street to Burlington Avenue)**

The Terms and Conditions of the Professional Services Agreement (“PSA” or “Agreement”) are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit “1”. In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.
 - a. Minimum Scope of Insurance --
Coverage shall be at least as broad as:
 - (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
 - (2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 “any auto”;
 - (3) Professional Liability/Malpractice Liability policy; and
 - (4) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.
 - b. Minimum Limits of Insurance --
The ENGINEER shall maintain limits no less than:
 - (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
 - (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
 - (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
 - (4) Worker’s Compensation and Employers’ Liability: Worker’s Compensation limits as required by the Labor Code of the State of Illinois and Employers’ Liability limits of \$100,000 per accident.
 - c. Deductibles and Self-Insured Retentions --
Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
 - d. Other Insurance Provisions --
The policies are to contain, or be endorsed to contain, the following provisions:
 - (1) General Liability and Automobile Liability Coverages --
 - (a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the “Village Affiliates”) are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the

ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.
- (d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages --

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

- (3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers --

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage --

The ENGINEER shall furnish the VILLAGE with certificates of insurance and polices and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.
- 3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors.
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.
9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or

person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.
16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior,

among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.
19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager
 - b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

- d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
- e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (i) abide by the terms of the statement; and

- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
 - j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
 - k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
 - l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation

District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.

- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
 - n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.
 - o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
 - p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER'S improper performance of, or failure to properly perform, any Services.
2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
 - (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the

Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

- (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: December, 2025



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 15, 2025

AGENDA ITEM 10.A.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager, Nancy Flores, Interim Director of Recreation, Casey Biernacki, Deputy Village Manager

RE: [Previously discussed] Approval of Contract with SW Cleaning Service for 2026 Janitorial Maintenance Services (Omnibus Item)

Recommendation

The Properties and Recreation Committee discussed the bid opening of this item at their meeting on November 24, 2025. After review of all bids, staff recommends the approval of a contract with SW Cleaning Service for Janitorial Maintenance Services in 2026 for an amount not to exceed \$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. 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 the lowest cost, qualified, responsive bid from 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
3. Resolution No. 25-_____ re Approving Bid and Alternate Bid and Authorizing Entry of the Janitorial Services Maintenance Contract with SW Cleaning Serv



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

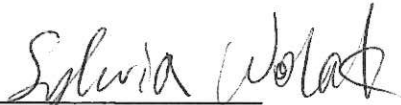
undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to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

<u>Facility</u>	<u>Cost Including Supplies</u>
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

<u>Supplemental Pricing</u>	
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: 

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 surfaces 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.

Vacuuuming

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 site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

Taxes, Benefits and Royalties

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate. Each payment by the Village to the Vendor includes all applicable

Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

SW CLEANING SERVICE
SYLWIA WOLAK


Contractor

Date: 11/20/2025

Attest OLHA TSVYNTARNA
Office Manager

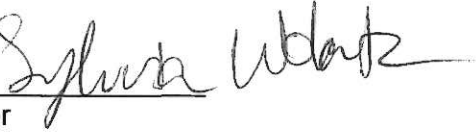


**Contractor's Certification Regarding
Non-Payment of Compensation**

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

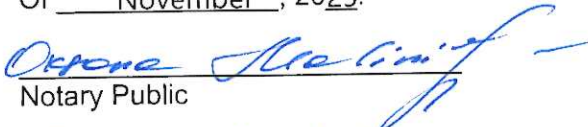
of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- 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: OIha Tsyntarna
 Title: Authorized Agent of Contractor

Subscribed and Sworn To
 Before Me This 23 Day
 Of November, 2025.


 Notary Public
OKSANA MALINIAK
 Notary Public

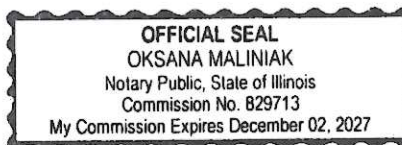


Exhibit C

CHANGE ORDER NO.: N/A

Owner: _____ Owner's Project No.: _____
 Engineer: _____ Engineer's Project No.: _____
 Contractor: _____ Contractor's Project No.: _____
 Project: _____
 Contract Name: _____
 Date Issued: _____

The Contract is modified as follows upon execution of this Change Order:
 Description:
 Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

Accepted by Contractor

Approved by Funding Agency (if applicable)

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

**DRAFT 12.15.2025
RESOLUTION NO. 25-XXXX**

VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: December 15, 2025
OTHER: None.

A RESOLUTION ACCEPTING THE LOWEST COST, QUALIFIED, RESPONSIVE BID AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND SW CLEANING SERVICE OF ROLLING MEADOWS, ILLINOIS FOR JANITORIAL MAINTENANCE SERVICES AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE SERVICES IN AN AMOUNT NOT TO EXCEED \$92,554.00.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (“Village Board”) desires to hire a qualified firm to perform janitorial maintenance services of the Village owned facilities by using Village capital funds to pay for the completion of the work (the “Services”); and

WHEREAS, the Village received bids until November 24, 2025 at 10:00 AM Central Time and subsequently reviewed all proposals; and

WHEREAS, the Village has previous experience working with the two lowest bidders within the last several years and determined that their bids should be disqualified due to a history of performance and service quality issues, and therefore have determined that the third-lowest cost bidder is the lowest qualified, responsive bid; and

WHEREAS, based on competitive bidding of the project, SW Cleaning Service of Rolling Meadows, Illinois (the “Contractor”), submitted the lowest cost, qualified, responsive bid of \$92,554.00 to complete the Project; and

WHEREAS, at open public meetings held on December 1, 2025 and December 15, 2025, the President and Board of Trustees of the Village reviewed and discussed the Services, the Contract, and, received input from the Village staff, and provided an opportunity for input from the public. At its December 15 meeting, the Village Board accepted the recommendation to award the contract for the performance of the Services to the Contractor and authorize and approve such Contract (the “Contract”) with the Contractor for the completion of the Services (a copy of the Bid Documents, including the Contract is attached hereto as **Group Exhibit “A”** and incorporated herein); and

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

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

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

Section 2: Approval of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of a contract (the "Contract"), substantially in the form attached hereto as **Group Exhibit "A"**, and made a part hereof, which may contain certain non-substantive and non-financial changes that are approved by the Village Attorney, for the purpose of accepting the lowest cost, qualified, responsive bid submitted by SW Cleaning Service, to hire the Contractor to complete the Project. In addition, the Village Board authorizes and directs the Village President and Clerk, or their designees, to execute the final version of the Contract, and such other related documents as may be necessary to fulfill the Village's obligations under the Contract.

Section 3: Approval of Related Expenses. The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the Contract.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached Contract to the Clerk's office and to the Contractor.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 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

Group Exhibit "A"

**Bid Documents Including Contract to be Entered Between
the Village of Western Springs and SW Cleaning Service of Rolling Meadows, Illinois
for Janitorial Maintenance Services**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

A RESOLUTION ACCEPTING THE LOWEST COST, QUALIFIED, RESPONSIVE BID AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND SW CLEANING SERVICE OF ROLLING MEADOWS, ILLINOIS FOR JANITORIAL MAINTENANCE SERVICES AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE SERVICES IN AN AMOUNT NOT TO EXCEED \$92,554.00.

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

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.

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

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.

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

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 2025 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.

ATTEST:

Heidi Rudolph
Village President

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.

#2027829v1

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



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: December 15, 2025

AGENDA ITEM 16.A.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: Ordinance No. 25-3306

An Ordinance Implementing a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax in the Village of Western Springs

Second to the motion. Roll call vote.

Recommendation

Consider a recommendation to approve an ordinance implementing a municipal grocery retailers' occupation tax and a municipal grocery service occupation tax in the Village of Western Springs with changes as requested by the Illinois Department of Revenue (IDOR).

Summary

At their August 18, 2025 meeting, the Village Board approved Ordinance No. 25-3281 implementing a grocery tax in the Village of Western Springs.

While the IDOR accepted this ordinance for purposes of meeting the October 1, 2025 deadline for implementation on January 1, 2026, they are asking for a replacement ordinance to address the following issues:

- Correct Section 2 by replacing "Non-Home Rule Retailers' Occupation Tax" with "Municipal Grocery Retailers' Occupation Tax" throughout Section 2; and
- Correct Section 3 by replacing "Non-Home Rule Service Occupation Tax" with "Municipal Grocery Service Occupation Tax" throughout Section 3.

The attached replacement ordinance conforms to the IDOR's request.

Financial Impact

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

Recommended Motion

I move to approve an ordinance implementing a municipal grocery retailers' occupation tax and a municipal grocery service occupation tax in the Village of Western Springs.

Strategic Plan Alignment

Financial Sustainability

File Attachments

1. doc04308320251203133253
2. Ordinance No. 25-____ re Adoption of Conforming WS Non-Home Rule Municipal Grocery Retailers Occupatio(2075177.1)



Illinois Department of Revenue

Legal Services Office
101 W. Jefferson St. MC 5-500
Springfield, IL 62702

November 20, 2025

Ellen Baer
Village Manager
740 Hillgrove Ave
Western Springs, IL 60558

Re: Ordinance No. 25-3281
Municipal Grocery Occupation Tax

Dear Ms. Baer:

This is to acknowledge receipt of Western Springs' Ordinance No. 25-3281 imposing a Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax at the rate of 1%.

The Illinois Department of Revenue shall collect, administer, and enforce the Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax effective **January 1, 2026**, in accordance with the provisions of 65 ILCS 5/8-11-24.

While we are accepting this ordinance for purposes of meeting the October 1, 2025, filing deadline for implementation on January 1, 2026, we must ask Western Springs to amend or replace the ordinance to address the following issue(s):

- Correct Section 2 by replacing "Non-Home Rule Retailers' Occupation Tax" with "Municipal Grocery Retailers' Occupation Tax" throughout Section 2.
- Correct Section 3 by replacing "Non-Home Rule Service Occupation Tax" with "Municipal Grocery Service Occupation Tax" throughout Section 3.

Please adopt a conforming ordinance and file a certified copy with the Department on or before **January 1, 2026**, at the following address:

Local Tax Allocation Division (3-500)
Illinois Department of Revenue
101 W. Jefferson St.
Springfield, IL 62702

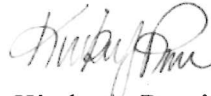
Western Springs – Grocery Occupation Tax

Page 2

November 20, 2025

If you have any questions regarding this letter, please contact our office at the number listed below. If you have questions concerning the distribution of the tax, please contact the Department's **Local Tax Allocation Division at (217) 785-6518 or rev.localtax@illinois.gov**.

Very truly yours,



Kimberly Rossini
Associate Counsel
(217) 782-7055

KAR:slc

cc: Aaron Allen, Local Tax Allocation Division

Draft 12.15.2025

ORDINANCE NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: December 15, 2025.

OTHER: Published in pamphlet form.

AN ORDINANCE IMPLEMENTING A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX IN THE VILLAGE OF WESTERN SPRINGS

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

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

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

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

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

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

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

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

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

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

WHEREAS, upon review of the Ordinance, the Illinois Department of Revenue requested changes to the text which are incorporated herein; and

WHEREAS, at an open public meeting conducted on December 15, 2025, the President and Board of Trustees of the Village reviewed and discussed the changes required by the Illinois Department of Revenue, received input from Village staff, and provided an opportunity for public input on the proposed conforming Ordinance. At its December 15, 2025 meeting, the President and Board of Trustees of the Village approved a conforming Ordinance that adopts and implements the Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax; and

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

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

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

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

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

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

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

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

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

SECTION 7. Effective Date. This Ordinance and the taxes imposed by this Ordinance shall take effect on the earlier of: (1) January 1, 2026, provided that a certified copy of this Ordinance has been filed with the Illinois Department of Revenue on or before October 1, 2025; as the certified filing has been accepted by the Illinois Department of Revenue effective before the October 1, 2025 date for the purposes of its effective date.

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

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

Edward Tymick, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-_____

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

which Ordinance was passed by a roll call vote the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting held on the 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]