



## AGENDA

### BOARD OF TRUSTEES

Regular Meeting: December 2, 2024 at 7:00 PM

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

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Roll Call**

Heidi Rudolph , Village President

Amy Avakian, Trustee

Nicole Chen, Trustee

Alan Fink, Trustee

Scott Lewis, Trustee

Phil Nawrocki, Trustee

James Tyrrell, Trustee

**4. Introduction of Fire Lieutenant Matt Villicana**

**5. Truth in Taxation Public Hearing Concerning the 2024 Village Property Tax Levy at 7:00 P.M.**

A. Call To Order – President Rudolph

B. Roll Call – Village Clerk Tymick

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

D. Presentation on the 2024 Property Tax Levy by Village Manager Ellen Baer and Director of Finance John Mastandona

i. Discussion of 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, 2025 and ending December 31, 2025, including the Tax Levy for the Thomas Ford Memorial Library (2024 Property Tax Levy)

ii. Ordinances directing the Cook County Clerk's Office to reduce the 2024 Property Tax Levy in a certain manner according to the provisions of the Tax Cap

iii. Tax Levy Abatement Ordinances for Outstanding Bonds

iv. General discussion of the Fiscal Year 2025 (January 1, 2025 through December 31, 2025) Village of Western Springs Annual Budget, the Fiscal Year 2024 Annual Budget Amendments, and 2024 Property Tax Levy and 2025 Fiscal Year Annual Budget Adoption Process and Schedule

- E. Questions and Comments by Board Members
- F. Questions and Comments by the Public
- G. Final Questions and Comments by Board Members
- H. Motion to place the following items on the December 16, 2024 Village Board Meeting Agenda for Final Action and Approval (Trustee Chen):
  - i. Ordinance of the Board of Trustees of the Village of Western Springs, Cook County, Illinois providing for the Levy, Assessment and Collection of Taxes for the Year 2024 Property Tax Levy
  - ii. Ordinance directing the Cook County Clerk's Office to Reduce the 2024 Property Tax Levy in a certain manner according to the provisions of the Tax Cap
  - iii. Ordinance directing the Cook County Clerk's Office to reduce the 2024 Property Tax Levy in a certain manner according to the provisions of the Tax Cap - Separate calculation for Village and Library Levy
  - iv. Tax Levy Abatement Ordinances for Outstanding Bonds
  - v. Motion to close the Public Hearing (Trustee Chen)
- 6. Return to the Agenda for the December 2, 2024, Village Board Regular Meeting**
- 7. Public Hearing Concerning the 2025 Operating Budget to Commence Immediately Following the Conclusion of the Tax Levy Public Hearing**
  - A. Call To Order – President Rudolph
  - B. Roll Call – Village Clerk Tymick
  - C. Acknowledgment of the Publication of the Public Notice in a Local Newspaper – Village Clerk Tymick
  - D. Presentation on the proposed Fiscal Year 2024 Annual Budget by Village Manager Ellen Baer and Director of Finance John Mastandona
    - i. General discussion of Fiscal Year 2025 (January 1, 2025 through December 31, 2025) Village of Western Springs Annual Budget
    - ii. Amendments to the Fiscal Year 2024 (January 1, 2024 through December 31, 2024) Village of Western Springs Annual Budget
    - iii. Ordinance approving the Village of Western Springs Fiscal Year 2025 Operating Annual Budget for Fiscal Year 2025 (beginning January 1, 2025 and ending December 31, 2025)
    - iv. Budget Adoption Process and Schedule
  - E. Presentation by Thomas Ford Memorial Library Director Ted Bodewes
  - F. Questions and Comments by Board Members

- G. Questions and Comments by the Public
- H. Final Questions and Comments by Board Members
- I. Motion to place the following items on the December 16, 2024 Village Board Meeting Agenda for Final Action and Approval (Trustee Chen):
  - i. Ordinance approving the Village of Western Springs Fiscal Year 2025 Operating Annual Budget for Fiscal Year 2025 (beginning January 1, 2025 and ending December 31, 2025)
  - ii. Ordinance approving amendments to the Fiscal Year 2024 (January 1, 2024 through December 31, 2024) Village of Western Springs Annual Budget
  - iii. Motion to close the Public Hearing (Trustee Chen)
- 8. Return to the Agenda for the December 2, 2024, Village Board Regular Meeting**
- 9. Citizen Comments**
- 10. General Government Committee Report**
  - A. Refuse and Recycling Services Agreement between the Village of Western Springs and Lake Shore Recycling Systems, LLC
  - B. Davanti Enoteca, 800 Hillgrove Avenue Unit 100 – Amendment to Class H Liquor License and Temporary Use Permit
- 11. Finance Committee Report**
  - A. Referendum to Issue General Obligation Bonds to Fund Infrastructure
  - B. Transfer of Excess Reserves from the General Fund to the Capital Improvement Fund & the Special Purpose Reserve Fund and Budget Amendment
  - C. Budget Amendments/Transfers: Municipal Services
  - D. South TIF Expenditure – Second Distribution per Economic Incentive Agreement to Hawthorn 45, LLC
- 12. Planning and Zoning Committee Report**
- 13. Public Works & Water Committee Report**
  - A. Lead Service Line Replacement Project - Phase 1 - Amendment 1 and 2 to Engineering Contract
  - B. Lead Service Line Replacement Project - Phase 2 - Design and Bidding Services Proposal - HR Green
  - C. Resolution - HR Green Phase III Construction Engineering Services for the Phase I Lead Service Line Replacement Program (Omnibus Item)
  - D. Resolution - Professional Services Agreement with HR Stewart for WTP Televising and Piping (Omnibus Item)

- E. Resolution - Robinson Engineering Proposals for Professional Engineering Services (Omnibus Item)
- F. Motion to Ratify the Unit Price of \$64.53 Per Ton Under the Morton Salt Contract Per the State of Illinois Bid Roadway Salt Procurement Program (Omnibus Item)

**14. Properties & Recreation Committee Report**

- A. Motion to reject all proposals received on November 20, 2024 in response to a request for bids regarding the upgrade and replacement of the HVAC controls within the Village Hall of Western Springs Village Hall (Omnibus Item)

**15. Public Health & Safety Committee Report**

**16. New Business**

**17. Old Business**

- A. Correction to the Legal Description for Ordinance No. 24-3191 (Omnibus Item)

**18. Consideration of and Action on Agenda Items**

**19. 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?

**20. Consideration of an Omnibus Vote**

**A. Resolution No. 24-2856**

A resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and HR Green, Inc. for the performance of Phase III (Construction Engineering) Services related to the Phase 1 - Lead Service Line Replacement Program.

**B. Resolution No. 24-2857**

A resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and HR Green, Inc. and its sub-contractor H.R. Stewart for the televising of watermain at the water treatment plant for Well #5.

**C. Resolution No. 24-2859**

A resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and Robinson Engineering, Ltd. of Frankfort, IL for review and training of televised sewer data, MWRD annual reporting, sanitary sewer point repair design and bidding services for the Springdale and Ridgewood subdivisions.

**D. Ordinance No. 24-3231**

An ordinance approving a correction to the legal description set forth in ordinance number 24-3191 that approved and authorized the vacation of 27.00 feet by 187.00 feet of the 52nd Street right-of-way



adjacent to and South of the 5140 Grand Avenue property located in the Forest Hills subdivision, and approved a plat of vacation and reservation of public utility, sidewalk and stormwater drainage easements, and abrogation of an existing sidewalk easement relating to said right-of-way vacation (Petitioner: Ray Swapa).

**E.** A motion to ratify the unit price of \$64.53 per ton under the Morton Salt Contract per the State of Illinois Bid Roadway Salt Procurement Program.

**F.** A motion to reject all proposals received on November 20, 2024 in response to a request for bids regarding the upgrade and replacement of the HVAC controls within the Village of Western Springs Village Hall.

**21. Second to Motion**

**22. Discussion of Motion**

**23. Roll Call Vote**

A roll call vote of all Trustees and President Rudolph is required.

**24. Other**

**25. Reports**

**A. Monthly Financial Report (Trustee Chen)**

**B. Village President Rudolph**

**C. Village Manager Baer**

**D. Village Attorney Jurusik**

**26. Adjourn**

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

**ORDINANCE NO. 24-3223**

**VOTE:**

**AYES:**

**NAYS:**

**ABSTAIN:**

**ABSENT:**

**DATE: December 16, 2024.**

**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,  
2025 AND ENDING DECEMBER 31,  
2025 (2024 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 "2024 Annual Tax Levy Ordinance"; and

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

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

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

**SECTION 1. Incorporation.** Each of the whereas paragraphs above are incorporated herein by reference and made a part of Section 1 of this 2024 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 2024 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 2024 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                                        | \$1,977,034            |
| 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                                   | \$2,192,425            |
| Fire Pension                                     | \$10,159               |
| IMRF                                             | \$395,816              |
| Recreation                                       | \$216,424              |
| Recreation for Handicapped - SEASPAR*            | \$166,536              |
| <b>VILLAGE LEVY</b>                              | <b>\$7,335,582</b>     |
| <br><b>THOMAS FORD MEMORIAL LIBRARY TAX LEVY</b> |                        |
| Library Operation                                | \$1,528,790            |
| Library Building & Sites                         | \$174,375              |
| IMRF                                             | \$66,500               |
| <b>TOTAL THOMAS FORD MEMORIAL LIBRARY LEVY</b>   | <b>\$1,769,665</b>     |
| <br><b>COMBINED VILLAGE AND LIBRARY LEVY**</b>   | <br><b>\$9,105,247</b> |

\*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 **\$1,531,956** for the Village of Western Springs and in the amount of **\$233,800** 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 2024 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 2024 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 2024 Annual Tax Levy Ordinance. Attached hereto and made a part hereof is an executed Certificate of the Village President/Presiding Officer confirming that this 2024 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 2024 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 16<sup>th</sup> day of December, 2024 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 \_\_, 2024.

---

Edward Tymick, Village Clerk

|                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>Village of Western Springs</b><br/> <b>2024 PROPERTY TAX LEVY SUMMARY</b><br/> <b>FY 2025 Budget</b></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------|

| <b>TAXING AUTHORITY</b>                     | <b>TOTAL LEVY</b>   |
|---------------------------------------------|---------------------|
| <b>VILLAGE OF WESTERN SPRINGS</b>           |                     |
| Corporate                                   | \$1,977,034         |
| 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                | 4,129,222           |
| Capital Improvement                         | 225,000             |
| Police Pension                              | 2,192,425           |
| Fire Pension                                | 10,159              |
| Debt Service                                | 1,531,956           |
| IMRF                                        | 395,816             |
| Recreation                                  | 216,424             |
| Recreation for Handicapped - SEASPAR        | 166,536             |
| Subtotal Other Property Tax Supported Funds | 4,738,316           |
| <b>TOTAL VILLAGE PROPERTY TAX LEVY</b>      | <b>\$8,867,538</b>  |
| <b>THOMAS FORD MEMORIAL LIBRARY TAX</b>     |                     |
| Library Operation                           | 1,528,790           |
| Library Building & Sites                    | 174,375             |
| IMRF                                        | 66,500              |
| Debt Service                                | 233,800             |
| <b>THOMAS FORD MEMORIAL LIBRARY LEVY</b>    | <b>\$2,003,465</b>  |
| <b>COMBINED VILLAGE AND LIBRARY LEVY</b>    | <b>\$10,871,003</b> |

**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 2024 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 16th day of December, 2024.

---

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. 24-3223**

**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, 2025 AND ENDING DECEMBER 31, 2025 (2024 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 16<sup>th</sup> day of December, 2024, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 16<sup>th</sup> day of December, 2024.

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 16<sup>th</sup> day of December, 2024

---

Edward Tymick Village Clerk

[SEAL]



**ORDINANCE NO. 24-3224**

**VOTE:**

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

**NAYS:**

**ABSTAIN:**

**ABSENT:**

**DATE: December 16, 2024.**

**OTHER: Published in pamphlet form.**

**AN ORDINANCE DIRECTING THE  
COOK COUNTY CLERK'S OFFICE  
TO REDUCE THE 2024 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                             | \$1,977,034        |
| 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                        | \$2,192,425        |
| Fire Pension                          | \$10,159           |
| IMRF                                  | \$395,816          |
| Recreation                            | \$216,424          |
| Recreation for Handicapped - SEASPAR* | \$166,536          |
| <b>VILLAGE LEVY</b>                   | <b>\$7,335,582</b> |

**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 2024 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 16<sup>th</sup> day of December, 2024 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, 2024.

\_\_\_\_\_  
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. 24-3224**

**AN ORDINANCE DIRECTING THE COOK COUNTY CLERK'S OFFICE  
TO REDUCE THE 2024 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 16th day of December, 2024, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 16th day of December, 2024.

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, 2024.

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

[SEAL]

**ORDINANCE NO. 24-3225**

**VOTE:**

**AYES:**

**NAYS:**

**ABSTAIN:**

**ABSENT:**

**DATE: December 16, 2024**

**OTHER: Published in pamphlet form.**

**AN ORDINANCE DIRECTING THE  
COOK COUNTY CLERK'S OFFICE  
TO REDUCE THE 2024 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 2024 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 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 2024 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 16th day of December, 2024, 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, 2024.

---

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. 24-3225

AN ORDINANCE DIRECTING THE COOK COUNTY CLERK'S OFFICE TO REDUCE THE 2024 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 16th day of December, 2024, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 16th day of December, 2024.

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 16th day of December, 2024.

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

[SEAL]

#504464v1

**ORDINANCE NO. 24-3226**

**VOTE:**

**AYES:**

**NAYS:**

**ABSTAIN:**

**ABSENT:**

**DATE: December 16, 2024**

**OTHER: Published in pamphlet form.**

**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**

**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, 2024 and

**WHEREAS**, it is necessary and in the best interests of the Village that the tax heretofore levied for tax year 2024 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 2024 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 2024 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 16th day of December, 2024 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 16<sup>th</sup> day of December, 2024.

---

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. 24-**

**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 16th day of December, 2024, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 16th day of December, 2024.

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 16th day of December, 2024.

---

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 16<sup>th</sup> day of December, 2024, there was filed in my office a duly certified copy of Ordinance No. 24-3226 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 16th day of December, 2024, 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 2024 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 16<sup>th</sup> day of December 2024.

---

County Clerk

[Seal]



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: December 2, 2024

#### AGENDA ITEM 10.A.

**To:** Board of Trustees

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

**CC:** Ellen Baer, Village Manager

**RE:** Refuse and Recycling Services Agreement between the Village of Western Springs and Lake Shore Recycling Systems, LLC

---

#### **Recommendation**

Staff recommends the Village Board consider a new agreement between the Village of Western Springs and Lake Shore Recycling Systems, LLC, (LRS) for fiscal years 2025-2029. The Village Board reviewed the proposed Schedule of Rates at the October 28th Village Board Meeting, where LRS was available for questions. A draft agreement was not prepared at that time, but one has been attached with a draft Resolution, for consideration this evening. There were no changes to the proposed rates reviewed on October 28th and the agreement contains minor changes from the existing agreement with LRS.

#### **Summary**

The Village entered into an agreement for Refuse and Recycling Services with Lakeshore Recycling Systems LLC. (LRS), on January 1, 2020. The current agreement is set to expire on December 31, 2024, and Village staff began negotiations with LRS on a renewed agreement, earlier this year. A draft agreement and proposed fee schedule for a five-year contract, expiring on December 31, 2029, is attached for your consideration.

Staff has reviewed each proposed change and compared them with services provided and pricing available in the market, using the following comparable communities:

- LaGrange (Flood Brothers) – Expires in 2026
- LaGrange Park (LRS) – Expires in 2028
- Westmont (Flood Brothers) – Expires in 2026
- Hinsdale (Allied Waste) – Expires in 2025
- Brookfield (Groot) – Expires in 2025
- Riverside (Flood Brothers) – Expires in 2025

#### **Fee Schedule Proposal**

The attached proposed fee schedule outlines a similar menu of services to residents that are provided in the current agreement. This includes services for curbside cart pickup, backdoor cart pickup, yard and organic waste options, stickers for special items, and an option for an extra cart. A summary of the changes compared to our current contract is at follows:

- **Proposed Year 1 Increase in 2025** – The proposed Year 1 average increases range between \$1.46 - \$3.54, depending on cart size and curbside/backdoor cart options. Though this represents a higher increase than in subsequent years, the pricing has been much lower than neighboring communities for most categories of service. This competitive pricing in the current contract was established prior to 2020 and prior to economic impacts that have occurred over the last few years following the pandemic. According to our data, the 2024 contract pricing is well below the market and the proposed fees would bring Western Springs rates closer to the comparable communities, and still the lowest with the premium menu of services being offered to residents.
- **Proposed Annual Increases Years 2-5; 2026-2029**– Annual increases for 2026, 2027, 2028, and 2029 are proposed as follows:
  - 4% per year for Curbside services, Yard/Organic Waste, Stickers and Extra Carts
  - Average of 3.97% for Backdoor Cart Programs

A 4% annual increase is consistent with the data available in comparable community contracts. The only out year data available is with the Village of LaGrange Park, extending out to 2028, and the Village of Westmont, extending out to 2025.

- **Senior Citizen Discount** – the current agreement with LRS includes a 10% senior services rate discount for curb side services if they are age 65 or older, which is uncommon and not found in any of the comparable community contracts. The comparable contracts instead include a senior discount for one specific size of cart (i.e. a senior discount for only a 35-gallon cart). Staff was able to maintain a 10% discount for Curbside Pickup services for a 35-gallon cart for any individual over 65 years of age. For 65-gallon and 95-gallon carts, individuals must be 65 years of age or older and meet an income requirement of \$65,000 annual income or less. The added income requirement was required should the Village wish to maintain a discount for the 65-gallon and 95-gallon category and ensure that all seniors had access to a discount option. The age and income requirements are consistent with the Village discounts for Water/Sewer Utility and Storm Water Utility billing.
- **Agreement Updates** - There were minor changes to the existing agreement with the exception of the addition of the Leaf Pickup and Disposal language previously approved in Addendum 1 and Addendum 2 of the existing agreement. Other changes included some language clean-up and a change to the "Temporary Suspension of Services" section to better outline an on-going reduced monthly cost when customers pause service for an extended period of time.

The recent POLCO Community Survey results, presented this evening, produced a 95% satisfaction rating in the refuse/recycling category. In conjunction, staff has received positive feedback from the community on refuse/recycling services during the current agreement. In the rare instance that staff receives a complaint about service, the company representatives have quickly contacted the resident and remedied the situation. In most cases, residents are contacting LRS directly to review their service concerns.

The LRS team meets regularly with Village staff. They are very open to feedback and exploring new, creative, options for service (i.e. Addendum 1: Leaf Disposal) while remaining transparent in their company operations.

### **Financial Impact**

The attached proposed resident service fee schedule for refuse/recycling services (as outlined above) would continue to be billed directly to the resident by LRS. The additional financial impact to the Village organization is an increase in leaf disposal costs from \$950 per truck load, to \$1,050 per truck load for 2025 and 2026, with the out years being reviewed annually based on composting costs. Staff will reflect that change in the proposed FY2025 Budget, for consideration.

### **Recommended Motion**

Motion to move the agreement between the Village of Western Springs and Lakeshore Recycling Systems, LLC. for fiscal years 2025-2029 to the omnibus for consideration for the Regular Meeting of the Village Board on December 16, 2024.

### **Strategic Plan Alignment**

- Financial Stability

### **File Attachments**

1. Resolution No. 24-2855- Refuse and Recycling Contract with Lakeshore Recycling LLC (2025-2029)
2. Agreement for Waste Collection and Removal Services of Solid Waste w\_ LRS Lakeshore Recycling System LLC (2025-2029)

**RESOLUTION NO. 24-2855**

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

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

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

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

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

**DATE:** December 2, 2024.

**OTHER:** 2/3rds Majority Vote of Trustee  
Required.

**A RESOLUTION APPROVING AND AUTHORIZING  
OF THE WAIVER OF THE COMPETITIVE BIDDING  
PROCESS, AND APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AGREEMENT BETWEEN  
THE VILLAGE OF WESTERN SPRINGS AND  
LAKESHORE RECYCLING SYSTEMS, LLC FOR THE  
COLLECTION AND REMOVAL OF SOLID WASTE  
AND OTHER MATERIALS (FIVE YEAR TERM:  
JANUARY 1, 2025 THROUGH DECEMBER 31,  
2029).**

**WHEREAS**, in late 2018 and early 2019, the Village of Western Springs (the “Village”) conducted a competitive request for proposal process (“RFP Process”) for waste haulers to bid on providing waste collection and removal services to Village residents and certain designated public buildings, facilities and properties within the Village; and

**WHEREAS**, after a review and evaluation of the RFP responses and supplemental materials submitted by the three (3) waste haulers who participated in the RFP Process and with the passage of Resolution No. 19-2483 on April 19, 2019, the President and Board of Trustees of the Village (the “Village Board”) approved a five (5) year waste collection and removal agreement (the “Agreement”) with Lakeshore Recycling Systems, LLC (“Lakeshore”), who was determined to be the lowest cost, responsible waste hauler; and

**WHEREAS**, with the passage of Resolution No. 22-2695, on September 26, 2022, the Village Board approved a First Addendum to the Agreement relative to Lakeshore assisting the Village with the Village’s Leaf Disposal Program by providing leaf transport and disposal services for an agreed-upon fee for services. With the passage of Resolution No. 23-2770, on December 18, 2023, the Village Board approved a Second Addendum to the Agreement relative to the Lakeshore continued assistance to the Village with the Village’s Leaf Disposal Program by providing leaf transport and disposal services for an agreed-upon adjusted fee for services; and

**WHEREAS**, under Section II.C (GENERAL TERMS OF SERVICE; Extension of Agreement) of the Agreement, the Village has the option to extend the Term of the Agreement “for a six (6) month, one (1) year or two (2) year extension, as mutually agreed to by the Parties....” Even so, the Village Board is authorized by the Illinois Municipal Code (65 ILCS 5/8-19-1) to enter into waste collection and removal agreements with waste collection and disposal companies for terms up to thirty (30) years. As part of the Village’s 2024 negotiations with Lakeshore of an extension of the Agreement, Lakeshore submitted a proposal for a new waste collection and removal agreement with a five (5) year term (January 1, 2025 through December 31, 2029) (the “Lakeshore Five Year Renewal Proposal”); and

**WHEREAS**, pursuant to applicable state laws (cited below) and Section 1-13-6 (Purchases and Purchasing Agent) of the Village of Western Springs Municipal Code (“Village Code”), all purchase orders or contracts for supplies, materials, equipment or contractual services involving the expenditure of more than \$25,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the Trustees elected; and

**WHEREAS**, provided the waiver of the competitive bidding process is approved by a vote of two-thirds (2/3rds) of the Village Trustees, the Village Board has statutory authority to approve a new multi-

year waste collection and removal agreement with Lakeshore; and

**WHEREAS**, at an open, public meeting held on **November 7, 2024**, the Village's General Government Committee ("Committee") reviewed and discussed the Lakeshore Five Year Renewal Proposal, and received input from the Village staff, including its recommendation regarding the Lakeshore Five Year Renewal Proposal, and provided an opportunity for input from the public on the matter. At its **November 7, 2024** meeting, the Committee voted to recommend to the President and Board of Trustees of the Village both the waiver of the competitive bidding process and the approval of a new multi-year waste collection and removal agreement with Lakeshore generally consistent with the Lakeshore Five Year Renewal Proposal, **except for the following modifications as negotiated by Village staff: (1) Schedule of Rates of Service (2025 -2029);** (the "Modified Lakeshore Five Year Renewal Proposal"); and

**WHEREAS**, at open, public meetings held on **October 14, 2024, October 28, 2024 and December 2, 2024**, the President and Board of Trustees of the Village reviewed and discussed the Modified Lakeshore Five Year Renewal Proposal, the Village staff's recommendation and the Committee's recommendation regarding the Modified Lakeshore Five Year Renewal Proposal as part of its approval of new multi-year waste collection and removal agreement with Lakeshore, and provided an opportunity for input from the public on the matter, and then accepted the recommendations of Village staff and the Committee; and

**WHEREAS**, the President and Board of Trustees of the Village and Lakeshore agree to approve and enter into a waste collection and removal agreement entitled "Agreement Between The Village Of Western Springs And Lakeshore Recycling Systems, LLC For The Collection And Removal Of Solid Waste And Other Materials (Five Year Term: January 1, 2025 Through December 31, 2029)" (the "Agreement") in order for Lakeshore to perform the waste collection and removal services as set forth in the Agreement, a copy of which is attached hereto as **Exhibit "1"** and made a part hereof; and

**WHEREAS**, under the Agreement, Lakeshore agrees to perform waste collection and removal services for Village residents and certain designated public buildings, facilities and properties within the Village, and Lakeshore may also perform similar waste collection and removal services for commercial customers within the Village subject to service contracts entered into directly with the commercial customers. The types of waste collected under the Agreement include Bulk Items, Construction Debris, Electronic Waste or E-Recyclable Items, Landscape Waste, Municipal Solid Waste, Recyclable Materials, Solid Waste and White Goods. Lakeshore will offer the following waste collection and removal services: a Pay-Per-Bag Collection Option using Refuse / Yard Waste Stickers; a Wheeled Container with Rear Door Service Option; a Wheeled Container with Curbside Service Option, a Curbside E-Recycling Program using Refuse / Yard Waste Stickers; a Curbside Recycling Program; a Curbside Landscape Waste Program using Refuse / Yard Waste Stickers; a Senior Citizen Discount Program; **and continued provision of transport and disposal services for the Village Leaf Collection and Disposal Program.** The charges for the different types of waste collection services and programs performed by Lakeshore are contained in the "Schedule of Rates for Service" document, which is attached to the Agreement as **Exhibit "A"**. There is no charge for the collection and removal of Recyclable Materials or for any type of waste collected at the designated public buildings, facilities and properties within the Village, and at Village-sponsored events and festivals; 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 10

(Intergovernmental Cooperation) of the 1970 Illinois Constitution, and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-9-1, 5/8-9-2 and 65 ILCS 5/11-19-1), to waive the competitive bidding process and to approve and enter into the attached Agreement. The President and Board of Trustees of the Village of Western Springs find that it is protective of the health, welfare and safety of and in the best interests of the Village and its residents, local business owners, property owners and the public to waive the competitive bidding process and to approve and enter into the attached Agreement with Lakeshore.

**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 and Approval of Expenses.** The President and Board of Trustees of the Village of Western Springs approve the attached "Agreement Between The Village Of Western Springs And Lakeshore Recycling Systems, LLC For The Collection And Removal Of Solid Waste And Other Materials (Five Year Term: January 1, 2025 Through December 31, 2029" (the "Agreement"), which is attached hereto as **Exhibit "1"** and made a part hereof, and authorize and direct the President and Village Clerk, or their designees, to execute the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees further authorize and direct the President and Village Clerk, or their designees, to execute and deliver all other instruments and documents and pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Agreement.

**SECTION 3. Delivery of Signed Documents.** The President and Board of Trustees of the Village authorize and direct that the Village Clerk, the Village Manager or the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the attached Agreement, to all parties that are entitled to receive such documents in order to comply with the terms of the Agreement and for record retention purposes.

**SECTION 4.** This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

**PASSED** by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 16th day of December, 2024, 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"**

**AGREEMENT BETWEEN  
THE VILLAGE OF WESTERN SPRINGS AND LAKESHORE RECYCLING SYSTEMS, LLC  
FOR THE COLLECTION AND REMOVAL OF SOLID WASTE AND OTHER MATERIALS  
(FIVE YEAR TERM: JANUARY 1, 2025 THROUGH DECEMBER 31, 2029)**

(attached)

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

**CLERK'S CERTIFICATE**

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

RESOLUTION NO. 24-2855

A RESOLUTION APPROVING AND AUTHORIZING OF THE WAIVER OF THE COMPETITIVE BIDDING PROCESS, AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND LAKESHORE RECYCLING SYSTEMS, LLC FOR THE COLLECTION AND REMOVAL OF SOLID WASTE AND OTHER MATERIALS (FIVE YEAR TERM: JANUARY 1, 2025 THROUGH DECEMBER 31, 2029)

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting held on the 16th day of December, 2024, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 16th day of December, 2024.

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 16th day of December, 2024.

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

SEAL

**AGREEMENT BETWEEN  
THE VILLAGE OF WESTERN SPRINGS AND  
LAKESHORE RECYCLING SYSTEMS, LLC  
FOR THE COLLECTION AND REMOVAL OF SOLID WASTE AND OTHER MATERIALS  
(FIVE YEAR TERM: JANUARY 1, 2025 THROUGH DECEMBER 31, 2029)**

This Agreement is made and entered into on the 16<sup>th</sup> day of December, 2024, by and between the Village of Western Springs, Cook County, Illinois, a non-home rule Illinois municipal corporation (hereinafter referred to as the “Village”), and Lakeshore Recycling Systems, LLC, a Delaware limited liability company, licensed to do business in Illinois (hereinafter referred to as the “Contractor”). The Village and the Contractor are at times referred to herein individually as a “Party” and collectively as the “Parties.” The Village is authorized to enter into this Agreement pursuant to 65 ILCS 5/11-19-1.

**WITNESSETH:**

For and in consideration of the mutual covenants and obligations set forth herein, the Parties hereto agree that the Contractor shall have the right, privilege and license to collect and remove Solid Waste and other materials, as herein provided, from residential properties within the Village, from certain designated public buildings, including the Village’s buildings, facilities and properties, from all Village special events and other below-designated community activities, and the Village shall permit the same, all under the terms and conditions herein set forth. Further, the Contractor can obtain a license under separate provisions of the Village Code of Ordinances to collect and remove Solid Waste and other materials as provided herein from commercial and industrial properties and construction sites within the Village. All capitalized words used in this Agreement are defined in the Definitions section below or are defined elsewhere in the Agreement.

**I. DEFINITIONS**

- A. Agreement: Shall mean and refer to this Agreement entered into between the Village of Western Springs, Illinois and Lakeshore Recycling Systems, LLC.
- B. Bulk Items: Any item of Municipal Solid Waste, as herein defined, which is not able to be adequately reduced to fit in a Village approved Municipal Solid Waste cart, including but not limited to: discarded bed frames, furniture, fixtures, mattresses, tables, rolls of carpet (no longer than four (4) feet eighteen (18) inches in diameter) and small amounts of construction or demolition debris. The weight limit for each Bulk Item is fifty (50) pounds.
- C. Commercial Service: The collection of Solid Waste at business establishments, religious and civic organizations, construction work sites, industrial establishments and dwelling units containing more than four (4) units.
- D. Construction Debris: Shall have the same meaning as in the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* and the regulations adopted thereunder.
- E. Contractor: Shall mean and refer to Lakeshore Recycling Systems, LLC.
- F. Curbside Recycling Program: Recyclable Materials will be collected from Residential Units one (1) time per week on the designated collection day that Solid Waste is regularly collected. The Contractor agrees that

all Recyclable Materials which are set out in recycling carts or other acceptable containers will not be disposed of in a landfill, but rather processed for recycling purposes or other approved method of disposal.

- G. Curbside Service: Means the service level where the Residential Unit owner is required to set out all of his/her Solid Waste and other waste items covered by this Agreement at the street curb of his/her residence on the collection day for pick-up by the Contractor, who is obligated to pick-up only such Solid Waste and other covered waste items set out at the street curb.
- H. Electronic Waste or E-Recyclable Items: Shall mean any item defined as a "covered electronic device" by 415 ILCS 150, the Illinois Electronics Products Recycling and Refuse Act. E-Recyclable Items shall include, but not be limited to, computers, computer monitors, televisions, printers, keyboards, fax machines, videocassette recorders, portable digital music players, digital video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders or small-scale servers, or any other electronic device banned from landfill disposal by the State of Illinois pursuant to the Illinois Electronic Products Recycling and Reuse Act.
- I. Excluded Waste: Shall mean and refer to materials that will not be collected by the Contractor, including: earth, sod, rocks, concrete, refuse from remodeling or construction of homes, trees or parts thereof (with the exception of branches six inch (6") or less in diameter), vehicle batteries, large automobile parts, automobile or other vehicle tires, and dead animals larger than ten (10) pounds. However, Excluded Waste does not include small amounts of earth and sod when placed in proper disposable containers used for Landscape Waste. In addition, Excluded Waste includes Hazardous Waste, Medical Waste and Special Waste (as defined by applicable law or regulation), or any waste which requires a special permit or cannot be disposed of at an Illinois sanitary landfill or at a transfer station used by the Contractor.
- J. Hazardous Waste: Shall mean and refer to a waste or combination of wastes which, because of its quantity, concentration, or physical, chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious, irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed, or which has been identified, by characteristics or listing, as being hazardous or having such impacts pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580), pursuant to Pollution Control Board, Federal Regulations or other applicable laws, ordinances or regulations.
- K. Landscape Waste: All accumulations of grass or shrubbery cuttings, leaves, tree limbs, trees and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, which are generated by a residential unit. Christmas trees will be considered Landscape Waste.
- L. Municipal Solid Waste: Solid Waste resulting from the operation of Village buildings, facilities and properties, other Village-designated public buildings, facilities and properties, the Downtown Business District and from Village-sponsored special events and other community activities covered by this Agreement.
- M. Pay-Per-Bag Collection Program: The "Pay-Per-Bag" Collection Program operates through the sale of service stickers ("Refuse / Yard Waste Stickers") to be affixed to carts, other than those rented from the Contractor, cans, garbage bags and biodegradable landscape bags that do not exceed thirty-three (33) gallons in volume or sixty (60) pounds in weight. One (1) sticker shall be affixed to each cart, can, garbage bag or biodegradable landscape bag. The carts, cans, garbage bags and biodegradable landscape bags

shall be purchased by the Residential Unit owner. Stickered garbage bags shall be placed outside of the wheeled refuse cart by Curbside Service customers and Rear Door Service customers. For Landscape Waste, stickered carts, other than those rented from the Contractor, cans and biodegradable landscape bags shall be placed curbside for collection. The "Pay-Per-Bag" Collection Program is only available to Residential Unit owners who maintain a monthly Service Subscription with the Contractor that is in good standing.

- N. Rear Door Service: Collection of Contractor-provided wheeled carts of Solid Waste, at detached single-family and attached single-family dwellings of four (4) units or less, including all extra refuse except Bulk Items, Construction Debris, E-Recyclable Items, Landscape Waste and White Goods. Additional wheeled carts or acceptable sized containers or acceptable sized garbage bags will be collected if a Refuse /Yard Waste service sticker is affixed to each wheeled cart or acceptable sized container or acceptable sized garbage bag in excess of the applicable service subscription. Residents may lease a thirty-five (35), sixty-five (65) or ninety-five (95) gallon (or equivalent size) cart from the Contractor for use in disposal of Solid Waste and may lease a thirty-five (35), sixty-five (65) or ninety-five (95) gallon (or equivalent size) cart for use in disposal of Recyclable Materials.
- O. Recyclable Materials: Shall mean and refer to those materials specified in this Agreement which are to be collected for recycling or reuse and which are generated by Residential Units and by the Village's and other designated public buildings, facilities and properties and Village-sponsored events and festivals.
- P. Refuse/Yard Waste Sticker: Shall mean and refer to those stickers printed and sold by the Contractor for use by Residential Unit owners for the disposal of Bulk Items, E-Recyclables, Landscape Waste, Solid Waste or White Goods in accordance with this Agreement. Refuse/Yard Waste Stickers are only available for purchase and use by Residential Unit owners who maintain a monthly Service Subscription for Residential Service with the Contractor that is in good standing.
- Q. Residential Service: The collection of Bulk Items, E-Recyclables, Landscape Waste, Recyclable Materials, Solid Waste or White Goods at all single-family dwellings and all single-family attached dwellings containing four (4) or less dwelling units.
- R. Residential Unit: Shall mean and refer to only single-family residential structures and any residential unit located in a single-family attached or a multiple-family structure of up to and including four (4) units and which is located within the corporate limits of the Village.
- S. Service Subscription: To receive Residential Services, residents must register with the Contractor for weekly wheeled cart service, which shall be referred to as a "Service Subscription" (a/k/a "monthly service subscriber"). Under the Service Subscription, residents lease a thirty-five (35), sixty-five (65) or ninety-five (95) gallon (or equivalent size) wheeled cart from the Contractor for use in disposal of Solid Waste and lease a thirty-five (35), sixty-five (65) or ninety-five (95) gallon (or equivalent size) wheeled cart for use in disposal of Recyclable Materials. The cost of the collection service depends on the cart sizes and number of leased carts (i.e., the "service level") and whether Curbside Service or Rear Door Service is selected. The cost of collection services are set forth in the **Schedule of Rates for Services dated December 16, 2024**, a copy of which is attached hereto as Exhibit "A" and made a part of this Agreement.
- T. Solid Waste: Shall mean and refer to all waste, as defined by Section 3.53 of the Illinois Environmental Protection Act, 415 ILCS 5/3.53, which is not hazardous, and other discarded or abandoned material including, without limitation, garbage, refuse, rubbish, bulk items and small amounts of building materials

and construction or demolition debris, or other similar waste otherwise generated by Residential Units or collected pursuant to non-reimbursable services required under this Agreement. Solid Waste shall not include Bulk Items, E-Recyclables, Hazardous Waste, Landscape Waste, Recyclable Materials and White Goods.

- U. Village: Shall mean and refer to the Village of Western Springs, a non-home rule Illinois municipal corporation.
- V. White Goods: White goods are appliances such as stoves, refrigerators, washers, dryers, water heaters, furnaces, air conditioners, freezers, dehumidifiers, and any other item defined as such by the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*).

## II. GENERAL TERMS OF SERVICE

- A. Collection By Contractor and Term. The Village grants to the Contractor the right, privilege and license for the collection and transportation (but not the transfer or disposal) of Municipal Solid Waste and Solid Waste; the collection, transportation, disposal (including processing or treatment prior to disposal as required by law) of E-Recyclable Items; the collection, transportation, treatment and/or disposal of Landscape Waste; the collection, transportation, disposal (including processing or treatment prior to disposal as required by law) of White Goods; and the collection, transportation, processing and marketing of all Recyclable Materials when residents in Residential Units and the Village set such waste and other materials out for collection, during the Term of and in accordance with the provisions contained in this Agreement. The term of this Agreement shall commence on January 1, 2025 and terminate on December 31, 2029 ("Term"), unless it is terminated earlier in accordance with Section XII.R. below.
- B. Schedule of Rates for Service. The Contractor agrees to perform the collection, transportation and disposal services under this Agreement in exchange for payment by the Residential Units in accordance with the Schedule of Rates for Service dated December 16, 2024, a copy of which is attached hereto as **Exhibit "A"** and made a part of this Agreement. The Schedule of Rates for Service covers each year of the Term of this Agreement and provides for annual adjustments to the rates charged for the different levels of collection services and the per sticker cost for the Village Refuse / Yard Waste Stickers.
  - a. Fees and Taxes Included. All fees and expenses due to the Contractor under this Agreement are expressly set forth in the Schedule of Rates for Service attached to this Agreement. Said fees and expenses shall be the full and only amount due and shall include, without limitation:
    - i. All applicable taxes and fees; and
    - ii. The cost of permits, licenses, and all other certifications and approvals required by County, Federal, State and local laws, regulations and ordinances.
- C. Extension of Agreement. The Village shall have the option to extend the Term of this Agreement for a six (6) month, one (1) year or a multi-year extension, as mutually agreed to by the Parties, by providing written notice of the Village's intention to extend the Term to the Contractor on or before June 1, 2029. Any extension hereunder shall rigidly adhere to this Agreement, as it exists on the date of the notice to extend; provided, however, that prices during the extension shall be mutually agreed upon by the Parties. Any extension of this Agreement shall be approved by corporate action of the

Parties and the terms of the extended Term shall be set forth in an addendum executed by the Parties.

- D. Contractor Pays Transfer and Disposal Costs and Fees. At the time of execution of this Contract, the Village participates in the Regional Disposal Project (the "RDP"), and the Contractor will be required to transport municipal waste to an RDP designated transfer station. The Contractor shall be responsible for paying all RDP disposal costs to the West Cook Solid Waste Agency or its successor in interest program, no later than twenty (20) calendar days after receipt of the bill. In the event of a dispute of any cost on the bill, the bill shall be paid in full and the dispute shall be resolved at a later date in conjunction with the West Cook County Solid Waste Agency.
- E. Contractor Equipment and Labor. The Contractor agrees to furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services and processing necessary and incidental to rendering the aforesaid services.
- F. Performance of Services. The Contractor shall undertake to perform all services rendered hereunder in a neat, orderly and efficient manner; to use due care and diligence in the performance of said duties under the terms and provisions of this Agreement; and to provide neat, orderly and courteous personnel on its crews.
- G. Removal of Waste; Spillage. The Contractor shall remove all types of waste, materials and items (as defined in this Agreement) placed for collection as required to be collected under this Agreement, including spillage on private or public property. The Contractor shall close all fence gates, both upon entering and leaving the premises for Rear Door Service, and shall close all lids after emptying carts. The Contractor's personnel shall not cut across rear, front or side yards, or flower beds or other private property without permission of the property owner.
- H. Inspection of Contractor. The Village may, upon prior written notice, inspect the Contractor's operations, records, and equipment at any reasonable time and location.
- I. Assignment. The Contractor shall not subcontract, transfer or assign its duties under this Agreement to a subcontractor or an assignee without prior written consent of the Village, and said consent may be withheld at the Village's sole discretion; provided, however, that the Contractor may subcontract or assign its duties under this Agreement to an affiliate of the Contractor.
- J. Timely, Continued Service. The Contractor shall continue to provide services in a timely and complete manner, in the event of any labor stoppage or slow down. The Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees to perform its obligations under this Agreement.
- K. Pay-Per-Bag Collection (Refuse/Yard Waste Sticker) Program. In conjunction with the wheeled cart Subscription Service, the Contractor, at its cost, shall arrange for the printing, distribution and retail sale of Refuse/Yard Waste Stickers for use by Residential Unit owners for the collection and disposal of Solid Waste, E-Recyclables, Landscape Waste or White Goods in accordance with this Agreement and as follows:
  - a. Refuse/Yard Waste Stickers shall be printed with the Village's logo, Contractor's name, Contractor's phone number, Contractor's website, acceptable E-Recyclable material noted and a

control numbering system. The Refuse/Yard Waste Sticker color shall be mutually agreed upon by the Village and the Contractor.

- b. The Village and the local businesses shall offer the Refuse/Yard Waste Stickers for retail sale to the Village residents and shall remit the sales proceeds to the Contractor on a monthly basis.
- c. The Refuse/Yard Waste Stickers shall be made available to the Village and any retail business locations approved by the Village. At the commencement of this Agreement, the following locations and local businesses (or their successors) are authorized to sell Refuse/Yard Waste Stickers:
  - i. Village Hall: 740 Hillgrove Avenue, Western Springs, Illinois
  - ii. Mariano's Grocery Store: 4700 Gilbert, Western Springs, Illinois
  - iii. True Value Hardware Store: 835 Burlington Avenue, Western Springs, Illinois
  - iv. Jewel Grocery Store: 5545 South Brainard, Countryside, Illinois
- d. By March 1 each year (commencing in year 2025), the Contractor shall provide to the Village an annual accounting report for the prior calendar year that details the total number of Refuse/Yard Waste Stickers printed and sold and the total Sticker revenue collected, with an accounting for each Village-authorized retail sticker sales location / local business that includes the total number of Stickers sold and the total Sticker revenue.
- e. Refuse/Yard Waste Stickers are only available for purchase and use by Residential Unit owners who maintain a monthly Service Subscription with the Contractor that is in good standing. Residential Unit owners are not allowed to purchase and use Refuse/Yard Waste Stickers in lieu of subscribing for monthly Subscription Service from the Contractor because a portion of the monthly wheeled cart Subscription Service fee pays for the collection and disposal of Recyclable Materials.

- L. Customer List. The Contractor shall maintain and update, on a regular basis, a list of the Residential Unit customers that it services within the Village's jurisdiction under this Agreement. This "Customer List" shall contain, at a minimum, the following information for each Residential Unit customer: name of each individual who maintains an account with the Contractor, his/her service (street) address, a mailing address, if different from the service address, a telephone number and an email address. The Customer List should also include the service level provided to each resident including the type (Rear Door/Curbside), any discounts applied (i.e., Senior Citizen) and the cart size(s) requested. During the Term of this Agreement, the Village may request from time to time a copy of the Customer List from the Contractor. Upon such request(s), the Contractor shall provide the Village with an electronic copy of the then-current version of the Customer List. This Customer List shall not be deemed confidential or proprietary, except for any "private information", as defined in the Illinois Freedom of Information Act (e.g., home addresses, home phone numbers, cellular phone numbers) contained in the Customer List.

### III. COLLECTION SERVICES

- A. Solid Waste Collection.
  - a. The Contractor shall collect and transport, to an RDP facility designated by the Village, all Solid Waste set out for collection in Contractor-provided carts approved by the Village, when said carts are placed for collection in the vicinity of the street curb or alley as designated by the Village, or at the rear door, if the Residential Unit has chosen and paid for the Back Door Service described below. The Contractor is not responsible, at Residential Units, for collection of loose materials or materials from commercial or other non-household activities, unless a



- specific pick-up is ordered.
- b. As part of the service level charges set forth in the attached Schedule of Rates for Service (**Exhibit "A"**), the Village approves the use of Contractor-provided wheeled refuse carts and recycling carts limited to the following sizes: thirty-five (35) gallon, sixty-five (65) gallon or ninety-five (95) gallon wheeled refuse carts and recycling carts at the commencement of this Agreement.
  - c. The Contractor will be responsible for providing, at its sole cost and expense, all Residential Units with a thirty-five (35), sixty-five (65) or ninety-five (95) gallon Village-approved wheeled refuse cart and a thirty-five (35), sixty-five (65) or ninety-five (95) gallon recycling cart at the commencement of this Agreement. The size of the carts shall be chosen by each owner of a Residential Unit based on the service level selected. Residents who do not select a cart size shall automatically be provided a sixty-five (65) gallon wheeled refuse cart and a sixty-five (65) gallon recycling cart. New residents shall have thirty (30) calendar days from initial occupancy of a Residential Unit to select the size of refuse cart, recycling cart and service level.
  - d. Residents may notify the Contractor at any time, in writing, that the resident chooses Rear Door Service. Residential Units with Rear Door Service will have their wheeled cart(s) emptied and returned to the rear door.
  - e. To receive waste collection and disposal services, Village residents shall register with the Contractor for weekly service (a "Service Subscription" or a "monthly service subscriber") in accordance with the attached Schedule of Rates for Service (**Exhibit "A"**).
  - f. Building materials resulting from "do-it-yourself" projects not exceeding one (1) cubic yard in capacity will be collected at the street curb line for all customers when placed in disposable containers or bundled and tied per prescribed instructions from the Contractor. Each bundle of this material must be affixed with one (1) Village Refuse / Yard Waste Sticker affixed to it in accordance with the attached Schedule of Rates for Services (**Exhibit "A"**).
  - g. Collection shall occur between the hours of 7:00 A.M. and 5:00 P.M. on Tuesdays, Wednesdays, Thursdays or Fridays, as provided for in the Service Area Map (**Exhibit "B"**).

**B. Landscape Waste Collection.**

- a. The Landscape Waste collection season shall be from April 1 to November 30 of each year during the Term of this Agreement.
- b. The Contractor shall collect, transport and dispose of Landscape Waste placed curbside and segregated from other types of waste at Residential Units at an Illinois Environmental Protection Agency approved and permitted composting facility.
- c. Landscape Waste shall be collected on the same day as Solid Waste and is unlimited as to quantity.
- d. Residents may rent a thirty-five (35) gallon, sixty-five (65) gallon or ninety-five (95) gallon wheeled cart from the Contractor for use in disposing of Landscape Waste in accordance with the attached Schedule of Rates for Service (**Exhibit "A"**). The pricing for the thirty-five (35) gallon cart and the sixty-five (65) gallon cart are the same. Alternatively, Landscape Waste must be placed in a marked cart/can, biodegradable paper bag, or bundle.
- e. Residents may also rent a thirty-five (35) gallon, sixty-five (65) gallon or ninety-five (95) gallon wheeled cart from the Contractor for composting purposes in accordance with the attached Schedule of Rates for Service (**Exhibit "A"**). The pricing for the thirty-five (35) gallon cart and the sixty-five (65) gallon cart are the same.

- f. Carts, other than those rented from the Contractor, cans and bags must be stickered and must not exceed thirty-three (33) gallons in volume or fifty (50) pounds in weight. Each cart, can or bag must have one (1) Village Refuse / Yard Waste Sticker affixed to it in accordance with the attached Schedule of Rates for Service (**Exhibit "A"**).
- g. Bundled brush will be collected, provided it is stickered and cut to four (4) foot lengths (not to exceed two (2) feet in diameter and fifty (50) pounds).
- h. Landscape Waste that exceeds the limitations of this subsection (e.g., over fifty (50) pounds) shall be considered a special pick-up.
- i. Any Landscape Waste placed for collection not meeting the above requirements herein shall not be collected. In such event, the Contractor shall affix thereto a "Sorry Note" stating the reason it was not collected. The date, address and reason that the "Sorry Note" was issued shall, at the Village's request, be reported to the Village. The Contractor shall, at its own expense, provide "Sorry Notes."
- j. Collection and disposal of Christmas trees shall be provided by the Contractor, at no extra charge, during the first two (2) weeks of January. Christmas trees shall be placed at the curb. The Christmas tree collection and composting dates may not occur on a regularly scheduled Solid Waste removal day. Christmas wreaths and garland will not be collected under this program. Christmas trees for composting will not be collected on the special collection dates under the following conditions:
  - i. The tree is flocked.
  - ii. The tree contains environmentally harmful preservatives or enhancers (i.e., shiners).
  - iii. The tree contains any wire, plastic of any sort, cloth, glitter, glass, and metals of any classification.
  - iv. The tree is left at the curb in a plastic bag.
  - v. The tree contains tinsel or strings of decorative lights.
- k. Christmas trees collected before or after the special two (2) week collection period will be treated as general waste and be landfilled and must have one (1) Village Refuse / Yard Waste Sticker affixed to it in accordance with the Schedule of Rates for Service set forth in attached **Exhibit "A"**. Trees to be landfilled do not have any of the above-mentioned restrictions for their collection. The Contractor will provide notice to the residents of the Christmas tree collection schedule thirty (30) calendar days prior to the first special collection date. Said notice will fully inform the residents as to all of the requirements and charges stated herein.

C. Recyclable Materials Collection.

- a. The Contractor shall collect from each Residential Unit the following Recyclable Materials:
  - i. Newsprint.
  - ii. Mixed paper, which shall include magazines, telephone books, catalogs, junk mail (brochures, advertisements, fliers, etc.), office and computer paper, stationery, envelopes, bills, greeting cards and paper bags.
  - iii. Wet-strength cardboard (e.g., cardboard beverage carriers, frozen food packaging, etc.).
  - iv. Corrugated cardboard and chipboard.
  - v. Glass, which shall include all types of clear and colored glass bottles, jars and containers.
  - vi. Plastic bottles and rigid containers, which shall include all plastic resin labeled PET #1, #2, #3, #4, #5, #6, #7 and LDPE #4 six and twelve pack rings. Plastics, which shall

include PET #1, HDPE # 2, PVC #3, LDPE #4, PP #5, and #7 plastic bottles and rigid containers.

- vii. Aluminum, which shall include all types of aluminum food and beverage cans; formed aluminum containers; and aluminum foil.
  - viii. All types of metal food and beverage cans.
  - ix. Empty paint cans.
  - x. Empty aerosol cans.
  - xi. Empty milk and juice boxes.
  - xii. Additional Recyclable Materials as agreed upon by mutual written consent of the Village and the Contractor.
- b. Each Residential Unit shall place its Recyclable Materials for collection in a thirty-five (35) gallon, sixty-five (65) gallon or ninety-five (95) gallon cart provided by the Contractor. Additional recyclables that exceed the cart may be placed neatly next to the cart or in a paper bag or box. Residents may request an additional cart for recycling at an additional cost as set forth in the attached Schedule of Rates for Service (**Exhibit "A"**).
  - c. Any material placed for collection, which is not specified above or not properly prepared, shall not be collected and a "Sorry Note" shall be placed on the material stating the reason the material was not collected. The date, address and reason that the "Sorry Note" was issued shall, at the Village's request, be reported to the Village. The Contractor shall, at its own cost, provide "Sorry Notes."
  - d. The Contractor may request changes, modifications or alterations in the manner in which residents set out Recyclable Materials for collection in order to accommodate changes in collection and/or processing technologies. Any such change, modification or alteration shall be subject to the Village's approval.

D. Bulk Items.

- a. Each week during the normal collection day, the Contractor shall collect and dispose of all Bulk Items placed at curbside, provided that each Bulk Item has three (3) Village Refuse / Yard Waste Stickers affixed to it in accordance with the attached Schedule of Rates for Service (**Exhibit "A"**). Residential Unit owners may arrange for special pick-ups directly with the Contractor. Residential Unit owners shall be required to notify the Contractor, in advance of their collection day, of any Bulk Items that will be left curbside for pick-up. Bulk items may require a separate truck and therefore need to be scheduled for separate service which may mean collection will occur on a different day or even week.

E. E-Recyclable Items.

- a. Each week during the normal collection day, the Contractor shall collect and dispose of all E-Recyclable Items placed at curbside, provided that each E-Recyclable Item has the required number of Refuse / Yard Waste Stickers affixed to it in accordance with the attached Schedule of Rates for Service (**Exhibit "A"**). For example, one (1) E-Recyclable Item shall require one (1) affixed Refuse / Yard Waste Sticker, except that computer monitors and televisions (and similar items) require five (5) affixed Refuse / Yard Waste Stickers and a bundle of E-Waste items (e.g., electric cords and computer cords) shall be placed in a brown paper bag and require ten (10) affixed Refuse / Yard Waste Stickers. Residential Unit owners shall be required to notify the Contractor, in advance of their collection day, of any Recyclable Items that will be left curbside for pick-up.

F. White Goods.

- a. Each week during the normal collection day, the Contractor shall collect and dispose of all White Goods placed at curbside, provided that each White Good item has ten (10) Refuse/Yard Waste Stickers affixed to it in accordance with the attached Schedule of Rates for Service (**Exhibit "A"**). Residential Unit owners may arrange for special pick-ups directly with the Contractor. Residential Unit owners shall be required to notify the Contractor, in advance of their collection day, of any White Goods that will be left curbside for pick-up. White Goods may require a separate truck and therefore need to be scheduled for separate service which may mean collection will occur on a different day or even week.

G. Service To Public Building And Facilities.

- a. The Contractor, at no cost to the Village, shall collect, transport and dispose of E-Recyclable Items, Municipal Solid Waste, Recyclable Materials and Landscape Waste from the Village's buildings and publicly operated facilities (excluding schools) as often as each business day (Monday through Friday) as directed by the Village Manager, including the furnishing of an adequate number of Village-approved thirty-five (35) gallon and sixty-five (65) gallon containers and roll-off containers not to exceed ten (10) per year (dumpsters) for all public buildings and facilities. The Contractor shall not charge the Village for these collection, transportation and disposal services. Two (2) roll-off containers (dumpsters) (size: two (2) yard capacity) for Municipal Solid Waste and Recyclable Items will be placed and serviced on an "as-needed basis" at each of these Public Buildings and Facilities:

|                                    |                       |
|------------------------------------|-----------------------|
| i. Village Hall/Fire Station       | 740 Hillgrove Avenue  |
| ii. Public Works Garage            | 1440 Hillgrove Avenue |
| iii. Water Plant                   | 614 Hillgrove Avenue  |
| iv. Grand Avenue Community Center  | 4211 Grand Avenue     |
| v. Recreation Center               | 1500 Walker           |
| vi. Thomas Ford Memorial Library   | 800 Chestnut Avenue   |
| vii. Western Springs Park District | 4600 Central          |
| viii. METRA Commuter Station       | 916 Burlington Avenue |
| ix. South Fire Station             | 5501 Grand Avenue     |

- b. The Contractor shall furthermore be responsible for the collection of Solid Waste, Recycling and Yard Waste generated from any other facilities purchased, acquired or otherwise controlled by the Village during the Term of this Agreement.
- c. The Contractor shall, at no cost to the Village, provide Municipal Solid Waste collection service to the Downtown Business District, as described in Section VII. below.
- d. LRS Leaf Disposal Program. In accordance with this Subsection III (G)(d) of this Agreement, the Contractor shall provide annual leaf pick-up and disposal services during the fall and early winter months (October, November and December), with the specific dates to be set by agreement with the Village. The Village will continue to collect leaves throughout the Village and deposit them at the Public Works Yard. Village Public Works staff will assist LRS with the loading of leaves onto LRS truck trailers at the Public Works Yard. LRS will then transport the leaves in the loaded truck trailers from the Public Works Yard to its yard waste/composting site for disposal. For year 2025 and year 2026, the Village agrees to pay to LRS an amount equal to \$450.00 per truck load for transport and \$650.00 per truck load for disposal

(collective transport and disposal cost: \$1,050.00 per truck trailer load for leaf disposal). For years 2027 to 2029, the transport truck load cost will increase by four percent (4%) per contract year, but the disposal cost is unavailable as LRS utilizes a third party for composting. For year 2026 to year 2029, the Parties agree to annually review the proposed collection and disposal costs of LRS for the next calendar year and then meet and confer as part negotiating a per truck trailer load cost for leaf disposal under this Subsection. By April 15 of each calendar year during this Agreement, LRS shall provide the Village with a written itemized cost proposal that includes supporting documentation from the disposal site(s) of the actual per truck disposal fee / charge and the other LRS costs of disposal (e.g., labor, equipment, fuel, overhead and profit) relative to the per truck trailer load cost of leaf disposal under this Subsection for the subsequent calendar year. By June 15 each year, the Village, in its sole discretion, shall evaluate the LRS proposal, discuss the proposal with LRS and then decide whether to approve an addendum to this Agreement to retain LRS to handle the leaf disposal activities under this Subsection at a mutually agreed upon price. After year 2025, the Village retains the option to not have LRS handle the leaf disposal activities for any subsequent contract year and to handle the leaf disposal activities under this Subsection on its own or by hiring another contractor. LRS agrees to use truck trailers with a cubic yard hauling capacity of 100 cubic yards under this arrangement.

#### IV. RESIDENTIAL SERVICE

- A. Collection Days; Holidays. The Contractor shall provide regular waste collection services over a four (4) consecutive day period (Tuesdays through Fridays) each week, with each Residential Unit receiving collection services once per week. Collection days that fall on one of the below listed holidays shall be collected one (1) calendar day later. No collections will be made on the following holidays:
  - a. New Year's Day
  - b. Memorial Day
  - c. Independence Day
  - d. Labor Day
  - e. Thanksgiving Day
  - f. Christmas Day
- B. Notice of Holiday Schedule Pick-Ups. The Contractor shall be responsible for notifying all customers of any anticipated schedule changes due to holidays at least thirty (30) calendar days in advance by printing an explanatory notice on monthly.
- C. Collection Service Days; Service Areas. Except for holiday schedule adjustments, the Contractor shall provide waste collection services throughout the Village commencing on Tuesdays and ending on Fridays on a "service area by service area" basis within the geographic boundaries of four (4) collection areas (the "Service Areas") as shown on the attached Service Area Map dated April 22, 2019 (Exhibit "B"), which is a part of this Agreement. The collection days within the four (4) Service Areas shall be as follows:
  - a. Service Area 1 (Tuesdays);
  - b. Service Area 2 (Wednesdays);
  - c. Service Area 3 (Thursdays); and
  - d. Service Area 4 (Fridays).

- D. Collection Days; Collection Routes; Service Areas; Amendments. Collection routes within the Village and the Service Areas are described on the Service Area Map. The Contractor may, from time to time, submit proposed amendments to the Service Area Map designating Service Area boundary changes or collection route modifications to the Village, for its approval, which approval shall not be unreasonably withheld, delayed or denied. The Contractor may, from time to time, propose to the Village changes in days of collection or the collection days for the Service Areas, approval for which shall not be unreasonably withheld, delayed or denied. Upon the Village's approval of such proposed changes, the Contractor shall, at its sole cost and expense, promptly give written and published notice to the affected Residential Units. Any amendments to the collection days, collection routes or the boundaries of the Service Areas shall be approved in writing by the Village and the Contractor as an addendum to this Agreement.
- E. Schedule of Rates for Services; Service Levels. Residential Service shall be provided by the Contractor to Residential Unit owners within the Village based on the service level option(s) selected by the Residential Unit owners in accordance with the Schedule of Rates for Service set forth in attached **Exhibit "A"**. The service level options consist of:
- a. Wheeled Cart Curbside Service with:
    - i. Wheeled refuse carts limited to the following sizes: thirty-five (35) gallon, sixty-five (65) gallon or ninety-five (95) gallon; and
    - ii. Recycling carts limited to the following sizes: thirty-five (35) gallon, sixty-five (65) gallon or ninety-five (95) gallon.
  - b. Wheeled Cart Rear Door Service with:
    - i. Wheeled refuse carts limited to the following sizes: thirty-five (35) gallon, sixty-five (65) gallon or ninety-five (95) gallon; and
    - ii. Recycling carts limited to the following sizes: thirty-five (35) gallon, sixty-five (65) gallon or ninety-five (95) gallon.
- F. Wheeled Cart Service Charges.
- a. Quarterly Invoices; Suspension of Services for Non-Payment. All Residential Units shall pay the Contractor directly for Solid Waste collection services using the wheeled cart program under this Agreement in advance on a quarterly basis (once every three (3) months). The Contractor reserves the right to suspend services to any Residential Unit that fails to pay the Contractor properly invoiced amounts after the Residential Unit is given notice and fails to pay the full invoiced amount within the thirty (30) calendar day period following the date of such notice.
  - b. Direct Billing by Contractor. All Residential Units shall be billed directly by the Contractor on a quarterly basis for the cost of Solid Waste collection services under the wheeled cart program at a rate no greater than set forth in the attached Schedule of Rates for Service (**Exhibit "A"**). No other compensation will be paid to the Contractor for Solid Waste collection services except for services related to Special Pick-Ups and Construction Debris as expressly set forth in this Agreement.
- G. Senior Citizen Discount (Eligibility Criteria). Any Residential Unit owner who is at least sixty-five (65) years old and resides at the residential service location shall be entitled to a ten percent (10%) reduction on his/her Wheeled Cart Service Charges for the collection of Solid Waste ("Senior Citizen Discount") for a 35-gallon cart. The Senior Citizen Discount shall only apply to Wheeled Cart / Rear

Door Service charges where the Residential Unit owner is at least sixty-five (65) years old, resides at the residential service location and has an annual income level of \$65,000.00 or less for the 65-gallon and 95 gallon cart option. The Senior Citizen Discount shall not apply to the purchase of Refuse / Yard Waste Stickers. To be eligible for a Senior Citizen Discount, the Residential Unit owner must provide written proof to the Contractor that the Residential Unit owner meets each of the eligibility criteria listed above in this Subsection.

- H. Collection Services Generally. Solid Waste, Bulk Items, White Goods, Recyclable Materials, E-Recyclable and Landscape Waste (seasonal pickup only) shall be collected from all Residential Units once each week on the same day and from the designated collection point(s) in this Agreement, subject to the applicable monthly Residential Service charges or use of the required number of Village Refuse / Yard Waste Stickers. For Residential Units with alley service, the collection point shall be determined by the Village.
- I. Rear Door Collection Service. Rear door collection service shall only be available under the “Rear Door Cart Program” for Solid Waste and Landscape Waste in accordance with the attached Schedule of Rates for Service (**Exhibit “A”**).
- J. Limitations on Collection Services. Residential Service does not include collection of:
  - a. Solid Waste in inaccessible carts or bags, the same being carts located in garages or behind locked gates, or guarded by dogs. If the Contractor is unable to render scheduled service to any customer because of a lack of accessibility of said customer’s carts, the Contractor will immediately leave a Sorry Note describing the reason for not collecting the Solid Waste, will maintain a record, and will use this record to advise the Village Manager, or his designee, as to the reason service could not be provided.
  - b. Dead animals (fifty (50) pounds or less) and manure will be collected by the Contractor when placed in securely tied plastic bags deposited in Village-approved waste carts.
  - c. Large amounts of building materials, dirt, concrete or sod.
- K. Temporary Suspension of Collection Services. The Contractor shall establish a system for crediting the monthly charges of customers who request a suspension of Residential Service for up to one (1) month or longer. Residents must notify the Contractor, by letter or a form provided by the Contractor, at least seven (7) calendar days before service is to be suspended in order to receive a credit on their bill. The Contractor will be able to assess one (1) Five Dollar (\$5.00) service interruption charge for each service interruption, regardless of length. Temporary Suspension of collection services extending longer than one (1) month will be subject to 50% of the current monthly rate for that property.
- L. Transport. At the end of each collection day, all waste and materials collected within the Village shall be transported by the Contractor to a properly permitted and lawfully operated facility at the Contractor’s sole expense. Such transportation shall be performed in an environmentally safe and responsible manner.

## **V. SPECIAL PICK-UP SERVICES**

- A. The Contractor shall offer special pick-up collection services to any Residential Unit for Bulk Items and

White Goods and any other type of waste or material that is eligible to be collected under this Agreement in the following manner:

- a. The Residential Unit owner shall contract with the Contractor regarding special pick-up collection services for any of the wastes or materials collected under this Agreement.
  - b. Except as otherwise expressly contained in this Agreement, cost and pick-up frequency shall be as determined on April 1 of each year by the Contractor and the Village.
  - c. Special pick-up services shall be provided within forty-eight (48) hours after the Residential Unit owner and the Contractor have agreed to the cost of the service. The Contractor shall bill the Residential Unit directly for the cost of this service.
  - d. Special waste pick-up is not available for any wastes that are not required to be collected under this Agreement, such as Hazardous Waste and all other waste materials not permitted for disposal at the designated disposal facility.
- B. The Contractor shall post on its website and advertise to Residential Unit owners each year, in a flyer promoting the Annual Clean-Up Event and the annual NEAT Spring Saturday Clean-Up Event, the ability of the Contractor to handle Special Pick-Up Services. If a special pick-up item is listed, the rates to be charged for special pick-ups shall be in accordance with the attached Schedule of Rates for Service (**Exhibit "A"**), or, if the special pick-up item is not listed, the prices shall be negotiated by the Contractor and the Residential Unit owner. The stated prices detailed in **Exhibit "A"** shall remain in effect for the Term of this Agreement, unless amended by mutual agreement of the Village and the Contractor. When a call shall be received for special pick-up, the Residential Unit owner shall be given the option of requesting an estimate and signing an agreement before pick-up, or requesting prompt collection with the actual charges being shown on the regular statement from the Contractor.

## **VI. ANNUAL CLEAN-UP SERVICES**

- A. Annual Clean-Up Event. The Contractor shall perform one (1) clean up event at the curb each year during the Term of this Agreement ("Annual Clean-Up Event"). The date and time for the Annual Clean-Up Event shall be determined by the Village and the Contractor. The Village shall pay the Contractor an amount equal to Thirty-Seven Thousand Dollars (\$37,000.00) upon completion of the Year 2025 Annual Clean-Up Event. Within ninety (90) calendar days of completion of the Year 2025 Annual Clean-Up Event, the Contractor shall provide the Village with a written accounting of the actual, documented costs incurred by the Contractor in performing the Year 2025 Annual Clean-Up Event. Based on the accounting, the Contractor and the Village shall negotiate and mutually agree upon a new price for the Year 2025 Annual Clean-Up Event that reimburses for the actual, documented costs incurred by the Contractor and a reasonable profit margin added to such costs, which new price shall not exceed Thirty-Seven Thousand Dollars (\$37,000.00). This annual accounting and negotiating of a new price shall be done for each subsequent Annual Clean-Up Event, with a maximum price not to exceed Thirty-Seven Thousand Dollars (\$37,000.00). The Village shall be responsible for billing each of the Residential Units for the Annual Clean-Up Event. The Contractor shall remove all Solid Waste, Bulk Items and White Goods, except household garbage, Excluded Waste, Landscape Waste, Construction Debris, Hazardous Waste, liquids, tires, batteries, hazardous or medical waste, or solid materials (bricks, concrete, asphalt, sod, etc.). At least thirty (30) calendar days before the date of the Annual Clean-Up Event, the Village will notify all residents, using various communication mediums (e.g., Tower Topics, Cable Access TV, etc.), of the impending Annual Clean-Up Event and the collection schedule.



- B. Annual NEAT Event. In addition to the Annual Clean-Up Event, the Contractor agrees to cooperate and assist the Village's Neighborhood Environmental Appearance Team ("NEAT") Committee with the Village's annual NEAT Spring Saturday morning clean up event ("Annual NEAT Spring Saturday Clean-Up Event"). The Contractor shall supply a sufficient number of approved garbage bags, and trucks with sufficient manpower, to pick up the filled garbage bags throughout the Village, all at no cost to the Village or its residents.
- C. Village Events and Festivals. The Contractor shall, at no charge to the Village, provide collection and disposal services for Municipal Solid Waste and Recyclable Materials generated by Village-sponsored community events or festivals each year, and shall transport those materials to the same facilities as similar materials collected from the Residential Units. The current list of Village-Sponsored Annual Events and Festivals is attached as Exhibit "C" and made a part hereof. This list may be updated in writing by the Village on an annual basis or periodically when there are changes in the number of events and festivals that are subject to this Agreement. The Village shall provide a copy of each updated version of the list to the Contractor and the updated list shall be incorporated by reference into this Agreement. For each such event or festival, the Contractor shall supply a sufficient number of ninety-five (95) gallon carts for Recyclable Materials and Municipal Solid Waste, as requested by the Village, based on the anticipated attendance and estimated volume of Recyclable Materials and Municipal Solid Waste generated by the event or festival. The Contractor shall coordinate with the Village to set the schedule for the collection and removal the Recyclable Materials and Municipal Waste carts from the event or festival and provision of replacement carts. Unless otherwise agreed to by the Parties, collection, removal and replacement of the carts shall occur as follows: For a One Day Event / Festival: collection and removal the next day after the Event/Festival); and For a Two Day Event/Festival: collection/removal/replacement of carts on Day Two and Day Three.

## **VII. DOWNTOWN BUSINESS DISTRICT SERVICE**

- A. Service of Municipal/Public Carts. The Contractor shall, at no charge to the Village, provide Municipal Solid Waste collection services to municipal/public waste containers located in the Downtown Business District each business weekday (Monday through Friday). The Downtown Business District shall be defined as roughly all areas within the C-1 Zoning District classification of the Village's Official Zoning Map.
- B. Service to Private Commercial Buildings. The Contractor may service the private commercial customers located in the Downtown Business District in accordance with the applicable Village Code provisions, and the start time for performing such service shall be 7:00 A.M.

## **VIII. CUSTOMER BILLING**

- A. Schedule of Rates for Services. The Contractor may bill Residential Unit service customers, at the start of this Agreement, at the rates provided in the attached Schedule of Rates for Service (Exhibit "A"). The Schedule of Rates for Service covers each year of the Term of this Agreement and provides for annual adjustments to the rates charged for the different levels of collection services and the per sticker cost for the Village Refuse / Yard waste Stickers.
  - a. Services will be billed fifteen (15) calendar days in advance of the service quarter. Bills are due and payable forty-five (45) calendar days from the billing date, which is also thirty (30) calendar days into the quarter. Any outstanding bill for service must be paid in full in order to

reinstate services, in addition to a Ten Dollar (\$10.00) service restoration charge.

- b. Charges not paid within thirty (30) calendar days after they become due shall accrue interest at the rate of 1.5% per month on the outstanding balance of any delinquent account, computed from the due date for said charges.
  - c. Residential Unit owners who pay the annual service fee in full within thirty (30) calendar days of receipt shall be entitled to take a credit of Five Dollars (\$5.00) against said charges.
  - d. The Village will use its best efforts to provide the Contractor with a list of residents moving in and out of the community.
  - e. The Contractor may add a reasonable convenience fee consistent with on-line retail standards for those residents who choose to pay invoices with credit cards.
- B. Delinquent Accounts. Residential Unit owners who have not remitted a required payment within thirty (30) calendar days of its due date, which is also seventy-five (75) calendar days after the bill is issued, shall be notified by letter from the Contractor and service may be discontinued fifteen (15) calendar days from the date of notice if payment is not made at that time, provided the Village Manager is notified at least fifteen (15) calendar days prior to the last day service is to be provided to such delinquent customer.
- C. Change of Law Provision. If, during the time this Agreement is in effect, any significant State or Federal regulatory change in the manner of collecting, hauling, recycling and disposing of White Goods as set forth in this Agreement is imposed on the Village, its residents and the Contractor, then, at the Village's and/or the Contractor's election, the provisions of this Agreement that are affected by these changes shall be renegotiated. The Contractor and the Village agree to negotiate in good faith relating to the services affected by the change in law. The Village and the Contractor agree that the terms and provisions set forth in a document attached hereto and entitled "Exhibit 'D'" Change of Law Provision dated April 22, 2019" has been signed by both Parties, and is incorporated into this Agreement as if fully set forth in this Section VIII.C.

## **IX. SERVICE ROUTES**

- A. Service Routes and Collection Days. See the provisions contained in Section IV (Residential Service) above.

## **X. GARBAGE DISPOSAL**

- A. The Contractor shall collect and transport, to an RDP facility designated by the Village, all Bulk Goods, Landscape Waste, Municipal Solid Waste, Recyclable Materials, Solid Waste, and White Goods set out for collection in carts approved by the Village or with the appropriate number of Village Refuse/Yard Waste Stickers, when said carts are placed for collection in the vicinity of the street curb or alley as designated by the Village, or at the rear door, if the residential user has chosen and paid for the Back Door Service described below.
- B. The Contractor shall prepare and submit to the Village a monthly report accurately detailing the following information:

- a. The total weight of the Solid Waste collected, and the location to which it was transported;
  - b. The weight of each type of Recyclable Material collected, and the facility or facilities to which each type of Recyclable Material has or will be sent;
  - c. The revenue derived, the price per ton or value per unit of each type of Recyclable Material, specific vendors accepting each type of Recyclable Material and other information, in the Village's sole discretion, as may be requested by the Village or the West Cook County Solid Waste Agency;
  - d. The weight of Landscape Waste collected and the site or sites to which it was transported;
  - e. The number of White Goods collected, the processing facility and disposal site or sites to which they were transported;
  - f. . Any other data reasonably requested by the Village;
  - g. The moneys received and fees paid to each facility for each material collected pursuant to this Agreement, if requested by the Village; and
  - h. The weekly setout rates and monthly participation rate for the Recycling Program.
- C. All Solid Waste shall be removed from the Village at the close of each collection day and transported to a facility designated by the Village, at the Contractor's expense.
  - D. All Landscape Waste shall be disposed of at a facility designed to treat, compost, grind or land-apply the waste, unless otherwise authorized by the State of Illinois. The Contractor shall advise the Village in writing each year by January 30th of the disposal site(s) of all Landscape Waste for the current contract year.
  - E. All Recyclable Materials shall be collected, separated and processed at the Contractor's own state-of-the-art recycling facility to facilitate the sale of Recyclable Materials to remanufacturers for post-consumer use. No materials collected as Recyclable Materials shall be deposited at a landfill or waste incinerator without prior written approval of the Village. The Village reserves the right to approve the final disposal site of all recyclables and to direct said recyclables to a facility of the Village's choice, but only in the event that the Contractor no longer operates its own state-of-the-art recycling facility. The Contractor shall provide the Village with written notice within thirty (30) calendar days in the event it discontinues the operation of or sells its state-of-the-art recycling facility. The Village and the Contractor shall negotiate an adjustment in rates due under this Agreement and give the Contractor a one hundred twenty (120) calendar day notice in the event this option is exercised. The Contractor shall retain the proceeds from the sale of Recyclable Material as payment for the collection and processing of Recyclable Materials.
  - F. The Contractor shall not cause or contribute to litter in the process of making collections.
  - G. All materials collected by the Contractor shall be so contained, secured or enclosed to the extent possible during collection and transportation so that leaking, spilling or blowing is prevented.

- H. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material to the extent possible and within reason over which it exercises control occurring prior to the delivery of the material to its intended destination.

## **XI. CARTS**

- A. Each Residential Unit shall place its Solid Waste for collection in a thirty-five (35) gallon, sixty-five (65) gallon or ninety-five (95) gallon cart provided by the Contractor.
- B. Each Residential Unit shall place its Recyclable Materials for collection in a thirty-five (35) gallon, sixty-five (65) gallon or ninety-five (95) gallon cart provided by the Contractor. Overflow recyclables may be placed neatly next to the Contractor-provided cart.
- C. Landscape Waste must be collected by placing said material into a Contractor-issued cart leased by the resident from the Contractor, or other approved cart, can, container or biodegradable paper bag with an affixed Refuse / Landscape Waste Sticker and be no larger than thirty-three (33) gallons in volume or fifty (50) pounds in weight. The materials may consist of food scrap materials, grass clippings, leaves, weeds, flower stalks, brush and small branch clipping, and other similar garden waste materials.

## **XII. CONDUCT OF SERVICES BY CONTRACTOR**

- A. Environment. The Contractor shall operate in a clean and quiet manner. All solid waste picked up by the Contractor shall be so contained to prevent leaking, spilling or blowing. In the event of any spillage, the Contractor shall immediately clean up the litter. Every effort shall be made to minimize noise and disruptions, with particular emphasis on quiet operation during the early morning hours. All equipment shall conform to applicable weight limits as established by Illinois law.
- B. General Conduct. The Contractor shall remove all material placed for collection which is to be collected under this Agreement. The Contractor shall be responsible for removing all such material, including spillage on private or public property. The Contractor shall close all gates, both upon entering and leaving a premises. The Contractor's personnel shall not cut across rear, front or side yards to adjoining premises while performing collection services without permission of the owner.
- C. Village Property. The Village will not allow the use of Village Property for the transfer of Bulk Items, E-Recyclable Items, Municipal Solid Waste, Solid Waste, Recyclables Materials, Landscape Waste or White Goods; nor will the storage of such waste, materials and items or Contractor equipment or trucks be allowed on Village Property.
- D. Carts. The Contractor shall, at each pickup, and replace all carts where found. The Contractor shall exercise reasonable caution in the handling of carts to avoid damage to property. Upon notice to the Contractor, residents may change the size of his/her refuse cart, recycling cart and service level once per calendar year at no charge. Additional exchanges of existing cart sizes or multiple service level change requests within one (1) calendar year may be subject to a Twenty-Five Dollar (\$25.00) exchange fee per request. Carts switched out for cosmetic reasons or due to foul odors will also be charged to residents. Unless damaged as a result of Contractor service, residents will be charged for cart replacement for damaged carts caused by the resident. All said Contractor-provided refuse carts

and recycling carts shall remain property of the Contractor.

E. Work Force and Employees. All work done by the Contractor shall be carried out with a work force adequate to insure the regular collection of Solid Waste under normal or adverse conditions, irrespective of breakdowns or similar hindrances.

a. The Contractor's employees shall wear uniform clothing, acceptable to the Village Manager. All wearing apparel must be uniform and be kept reasonably clean at all times. Employees shall be required to carry personal identification. The Contractor shall furnish competent employees. In the event that any of its employees is deemed incompetent or obnoxious, on demand by the Village, the Contractor shall remove such employee from work with the Village.

b. The Contractor shall furnish capable personnel for use in the crews of the Contractor performing the services specified in this Agreement. The Contractor shall prohibit any drinking of alcoholic beverages or the use of any controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

c. In the event that any of the Contractor's personnel is deemed by the Village to be unfit or unsuitable to perform the services under this Agreement, as a result of intoxication, drug use, incompetence, improper attire, or by the virtue of abusive or obnoxious behavior, the Contractor shall immediately remove such person from work within the Village and replace that person with a suitable and competent person at no expense to the Village.

d.

F. Information Brochure. During the Term of this Agreement, the Contractor shall cooperate with the Village in advertising and promoting all aspects of the Solid Waste and Recycling Collection Program. As requested by the Village, the Contractor, at its own cost, shall be responsible for the development and printing of a brochure explaining the Waste and Recycling Collection Program, including a description of Bulk Items, Excluded Waste, Solid Waste, E-Recyclable Items, Recycling Materials, White Goods, Landscape Waste, Special Pick-Ups and how such waste and items are collected. The Contractor will provide a digital version of the brochure that is editable by the Village staff for use in Village publications and on Village social media platforms and the website. The Village shall have editorial approval over said brochure and shall deliver the brochure to all Residential Units on an annual or on an as-needed basis. The Contractor will use this brochure to notify the residential customers at least thirty (30) calendar days prior to any future collection and disposal rate changes and the brochure will state the effective date of such rate changes.

G. Equipment. The Contractor shall furnish and maintain, in neat, clean and sanitary condition, enclosed modern garbage collection trucks approved by the Village Manager for use under this Agreement. Open-type trucks shall be permitted on a temporary basis in the case of emergency, and then only upon the approval of the Village Manager.

a. The Contractor shall use modern, enclosed equipment, complete with a hydraulic compacting system, in the collection of Solid Waste and Landscape Waste.

b. Equipment used in performing the services under this Agreement shall be properly licensed

by the State of Illinois and conform to all applicable safety standards.

- c. The appearance and sanitary condition of collection vehicles and other equipment will be maintained to high standards by cleaning, washing, painting and disinfecting as necessary. All equipment operated by the Contractor will be in good repair at all times.
  - d. The Contractor shall not store, or allow to be stored, any equipment or materials on Village Property or private property except in strict compliance with applicable Village Ordinances and as expressly provided for in Section XII.C. above.
  - e. The Contractor shall not drive any motorized vehicle of any size on private driveways or other private property in order to provide collection services to any residential lots, but only in the course of regular weekly or bi-weekly collections. Permission for the Contractor to utilize motorized vehicles on private driveways or other private property can be granted on a temporary basis by the Village Manager in the case of unusual circumstances like major road construction. The Contractor shall place such a request for temporary usage in writing and submit it to the Village Manager no later than ten (10) calendar days before actual usage is to commence.
- H. Hours of Collection and Operation. The following hours of collection and operation within the corporate limits of the Village shall be observed:
- a. Residential Service: 7:00 A.M. to 5:00 P.M.
  - b. Municipal/Public Service and Commercial Service: 7:00 A.M. to 5:00 P.M.
- I. Contractor Service Liaison; Customer Service Hot-Line; Website. The Contractor shall designate, in writing, the person (and his/her contact information: email address and cellular phone number) to serve as the primary "Customer Service Liaison" for the Contractor. Said person shall serve as service liaison among the Contractor, the Village and all Residential Unit owners. The Customer Service Liaison shall be responsible for promptly handling all service-related questions, resolving all service-related issues (e.g., missed pick-ups or clean-ups at a service location) and coordinating all service changes/modifications related to any Residential Unit or property served by this Agreement. The Customer Service Liaison shall answer phone calls and emails regarding service-related matters during business days and business hours for the duration of this Agreement. The Contractor shall post and maintain the name, telephone number and email address for the Customer Service Liaison(s) in a prominent, easy to find location on the Contractor's website. The Contractor shall also have sufficient office personnel to assure that phones are always answered promptly by courteous, knowledgeable staff, able to answer all types of inquiries. Office hours will be maintained Monday through Friday during the hours of 8:00 A.M. to 5:00 P.M. A 24-hour "voice-mail" answering system shall be utilized by the Contractor to allow customers to leave messages during non-business hours.
- J. Complaints and Fines/Penalties. The Contractor shall perform its obligations hereunder in an efficient and workmanlike manner. All complaints received Sunday through Thursday shall be given prompt and courteous attention and shall be investigated and resolved within twenty-four (24) hours from the time received. Any calls received on Friday or Saturday shall be investigated and resolved within forty-eight (48) hours from the time received or by next business day. The Contractor shall investigate any reported missed scheduled collections and, if such allegations are found to be valid, arrange for the pick-up of materials within twenty-four (24) or forty-eight (48) hours after the complaint is

received based upon the aforementioned provisions. The Contractor shall supply the Village, on a monthly basis, with a listing of all complaints received from the Village and any customer who resides or does business within the Village. The complaint forms shall indicate the nature of the complaint, the date the complaint was received, the action taken by the Contractor and the date the complaint was resolved.

a. Fines/Penalties. The Village reserves the right to assess penalties or fines on the Contractor if there is a demonstrated lack of ability or willingness to bring timely resolution to collection or billing problems brought to the attention of the Village by residential or business customers or the Village.

i. Unless there is a sufficient reason on the part of the Contractor:

(a) Penalties not to exceed Two Hundred Fifty Dollars (\$250.00) may be assessed if the Contractor misses fifteen (15) residential collection locations in any collection cycle, whether for once per week or twice per week service levels. This will not apply to misses that are out of the Contractor's control (e.g., late-outs, material too heavy to collect, material not allowable in landfills, materials not permitted to be hauled by LRS, carts that are not accessible)

(b) In addition, penalties not to exceed One Thousand Dollars (\$1,000.00) may be assessed if fifty (50) or more residential collection locations are missed in any billing quarter. This will not apply to misses that are out of the Contractor's control (e.g., late-outs, material too heavy to collect, material not allowable in landfills, materials not permitted to be hauled by LRS, carts that are not accessible)

(c) For the Downtown Business District, penalties not to exceed Fifty Dollars (\$50.00) may be assessed if the Contractor misses any one (1) collection location (a single garbage can) on any collection day and a maximum of Two Hundred Fifty Dollars (\$250.00) for missing any one (1) collection day. This will not apply to misses that are out of the Contractor's control (e.g., late-outs, material too heavy to collect, material not allowable in landfills, materials not permitted to be hauled by LRS, carts that are not accessible)

(d) Penalties not to exceed Fifty Dollars (\$50.00) may also be assessed if billing errors by the Contractor are allowed to extend beyond any thirty (30) day period after notification to the Village of the errors.

ii. The Contractor agrees to post cash security with the Village in the amount of Five Thousand Dollars (\$5,000.00) at the time of execution of this Agreement. The Village shall draw upon the cash security to satisfy any penalty or fine (or portion thereof) assessed against the Contractor by the Village under this Agreement in the event the Contractor does not timely pay such penalty or fine. If the cash security or portion thereof is drawn upon by the Village, the Contractor shall replenish the cash security to restore the account to a Five Thousand Dollar (\$5,000.00) balance by no later than

January 1st each calendar year. There shall be a Five Thousand Dollar (\$5,000.00) cap on the maximum amount of penalties and fines that can be assessed under this Section XII.J. in any one (1) calendar year; however, the “cap” does not apply to any damages that the Village may seek against the Contractor for a breach or default under this Agreement.

- iii. Penalties will be assessed by the Village Manager after a hearing is conducted by the Village Manager upon prior written notice to the Contractor. The Contractor may present evidence at the hearing in support of its position. The Contractor will have the right to appeal any penalties assessed by the Village Manager to the General Government Committee. The decision of the Committee to uphold, reduce or void the fine(s) will be final and binding upon the Contractor.

- K. Any material placed for collection, which is not specified above or not properly prepared, shall not be collected. A self-adhesive “Sorry Note” is to be placed on the material stating the reason the material was not collected. The date, address and reason that the “Sorry Note” was issued shall, at the Village’s request, be reported to the Village. The Contractor shall, at its own cost, provide “Sorry Notes.”
- L. Inspection By IRMA. The Village reserves the right to call for inspection of the Contractor’s equipment and all operations by the Village’s self-insured risk management agency, the Intergovernmental Risk Management Agency (IRMA).
- M. Inspection By WCCSWA. The Village reserves the right to call for inspection of the Contractor’s equipment and all operations within the Village by the West Cook County Solid Waste Agency (WCCSWA).
- N. Arbitration. The Village Manager will be charged with the responsibility of arbitrating all service and rate disputes between the Contractor and customers. The Village Manager’s decision concerning such disputes will be binding upon all parties concerned.
- O. Collection Obligations. The Contractor shall collect only such materials as required herein. The Contractor shall not collect or transport any Hazardous Waste or any other waste or material which the designated transfer station and/or disposal or other facility receiving such waste is not permitted to receive. The Contractor shall train its employees to screen the materials collected so that nothing restricted from collection by this Agreement is collected.
- P. Default of Service. If the Contractor fails to collect residential, commercial waste or municipal waste and related recyclable materials, including waste and related recyclable materials generated by the Downtown Business District and the Public Buildings, or fails to operate the system in a satisfactory manner as determined by the Village Manager, in order to maintain the public health, safety and the neat appearance of the Village or to avoid a health and safety crisis in the Village, the Village Manager can declare that the Contractor has defaulted under the service provisions contained within this Agreement, assess the fine(s) provided for under Section XII.J. of this Agreement and the Village may follow the procedures contained in the provisions of the performance bond provided by the Contractor pursuant to Section XIII. (Surety And Insurance Requirements) of this Agreement, or the Village may terminate this Agreement in accordance with Section XII.R. below.



- Q. Customer Records. In the case of termination of this Agreement due to Contractor default, the Village shall have access to the Contractor's customer list and customer service level records for the purpose of continuation of service, billing and transition to another waste hauler.
- R. Termination of Agreement. The Contractor shall cooperate with the Village in minimizing complaints from residents, commercial customers and the Village. Unreasonable complaint levels and/or repeated or unreasonable failure of the Contractor to carry out its contractual obligations shall be due cause for the Village, by action of a majority of the Corporate Authorities of the Village, to terminate this Agreement upon a ten (10) calendar day written notice from the Village to the Contractor. The Contractor shall have ten (10) calendar days from the date of the notice in which to remedy the conduct complained of in the notice to the satisfaction of a majority of the Corporate Authorities. In the event that the conduct is not remedied to the satisfaction of a majority of the Corporate Authorities, the termination of this Agreement shall be effective as of the date of a subsequent written notice of termination from the Village that advises the Contractor that its remedial efforts were not satisfactory. Upon termination, the Contractor shall not file any claim, action or lawsuit of any kind seeking damages of any kind (including but not limited to compensatory or punitive damages) against the Village officers, appointed or elected officials, president and trustees, employees, representatives, attorneys, agents or volunteers, in their official capacities or individual capacities, relating to this Agreement or arising out of the termination of this Agreement. Written notice of the deficiency or termination shall be sent to the Contractor's General Manager, by facsimile transmission, by overnight courier, messenger delivery or personally delivered to the Contractor at the above business address or such other then-current business address.
- S. Change in Significant Regulatory Law Affecting Agreement. "Change" shall mean, but not be limited to, any significant regulatory change in the County, State or Federal laws, ordinances, regulations or interpretations thereof by the governmental agency charged with the enforcement thereof that has a significant impact on the residential and municipal/public waste removal (including recycling) in the Village. The Village and the Contractor agree that the terms and provisions set forth in the attached document entitled "Exhibit "D" Change of Law Provision dated April 22, 2019", which has been signed by both Parties, are incorporated into this Agreement as if fully set forth in this Section XII.S.
- T. Equal Employment Opportunity. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this 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 Federal, State, County or local statute, ordinance or regulation. During the performance of this Agreement, the Contractor agrees as follows:
- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or any other protected class of persons listed under Federal, State or County law, as amended; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
  - b. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and

Regulations for Public Contracts) 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 under-utilized.

- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- d. That it will send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. 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 Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- g. That it will include, verbatim or by reference, the provisions of paragraphs a through g of this Section XII.T. in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts, so that such provisions will be binding upon every such subcontractor; and that it will be binding upon every such subcontractor, and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such contractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this Section XII.T. by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- h. That, as an "Equal Opportunity Employer" as defined by Federal and State laws and regulations, the Contractor 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), and as required by Illinois law and IDHR Regulation, the

Equal Opportunity Employment clause is incorporated herein by reference in its entirety as though fully set forth herein.

- i. That the Contractor agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated herein 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).

### **XIII. SURETY AND INSURANCE REQUIREMENTS**

- A. Protection and Restoration of Property. The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor is responsible for the damage or destruction of property of any character resulting from neglect, misconduct or omission in the Contractor's 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 and accepted and the requirements of the specifications complied with.
- B. Property Damage. Whenever public or private property is damaged or destroyed by Contractor's negligence or willful misconduct, 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 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 forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and at the Contractor's expense.
- C. Responsibility for Damage Claims. The Contractor shall purchase, and maintain in effect at all times, such insurance on an occurrence form as will protect it from claims set forth below which may arise out of or result from the Contractor's operations in the connecting with work under this Agreement, whether such operations be by the Contractor or by any approved subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:
  - a. Claims under Workmen's Compensation, disability benefit and other similar employee benefit acts.
  - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
  - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
  - d. Claims for damages insured by usual personal injury liability coverage which are sustained: (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or (b) by any other person.
  - e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
  - f. Claims for damages because of bodily injury or death of any person or property damages arising out of the ownership, maintenance or use of any motor vehicles.
  - g. Claims for damages because of bodily injury or death of any person or property damage

arising out of any and all scaffolding operations.

- D. Insurance. The Contractor shall at all times during the life of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. The Contractor shall furnish certificates or other evidence of such insurance to the Village prior to the Contractor commencing work under this Agreement. The Contractor shall carry the following types of insurance in at least the limits specified below:

|                                                      |                                                      |
|------------------------------------------------------|------------------------------------------------------|
| Workmen's Compensation                               | Statutory as amended from time to time               |
| Employer's Liability                                 | \$1,000,000                                          |
| Comprehensive General Liability Insurance (Property) | \$1,000,000 each occurrence<br>\$3,000,000 aggregate |
| Comprehensive Automobile Liability Insurance         | \$1,000,000 each occurrence<br>\$3,000,000 aggregate |
| Automobile Property Damage                           | \$1,000,000 each occurrence                          |
| Excess Umbrella Liability                            | \$5,000,000 each occurrence                          |

Said insurance policies shall provide that they cannot be canceled without thirty (30) days prior written notice to the Village. Fifteen (15) days prior to start of each annual Term, the Contractor shall furnish the Village with certificates evidencing that the Contractor maintains the insurance required in this Agreement. The Village and its officers, appointed and elected officials, president and trustees, employees, volunteers and agents shall be specifically named as additional insureds on each policy. Further, the Contractor's insurance shall include contractual liability coverage of the indemnification and other potential liabilities under this Agreement.

The Insurance coverage specified herein constitutes the minimum requirement and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement, or supersede applicable minimum requirements from time to time as set by law. The Contractor shall procure and maintain, at its sole cost and expense, any additional kinds and amounts of insurance which, in the Contractor's own judgment, may be necessary for its proper protection in the prosecution of its duties under this Agreement.

By an appropriate written agreement approved by the Village, the Contractor shall require each subcontractor, to the extent the work under this Agreement is to be performed by the subcontractor, to be bound by the terms and provisions of this Agreement, including by not limited to the insurance coverage and indemnification provisions.

- E. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the Village and its officers, appointed and elected officials, president and trustees, employees, volunteers and agents (the "Village Affiliates") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work under this Agreement, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act or omission of the Contractor, and any subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor's obligation to indemnify, hold harmless and defend the Village and the

Village Affiliates pursuant to this Subsection shall not apply to any claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent or willful act or omission of the Village or the Village Affiliates in the performance of the work under this Agreement.

- F. Performance Bond. The Contractor shall furnish a Performance Bond for the faithful performance of this Agreement, said Performance Bond to be executed by a responsible, national surety company rated AA or better by Best's Insurance Reports. The Bond shall be in the penal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) for the Term of this Agreement, including any renewal thereof. The Performance Bond shall be conditioned upon the faithful performance by the Contractor of its obligations under this Agreement and upon its full compliance with the all applicable laws, ordinances and regulations. Said Performance Bond shall indemnify the Village against any loss resulting from any breach or failure of performance. The Bond shall provide for the payment of any penalties, fines or costs assessed by the Village against the Contractor under this Agreement upon written demand of the Village, addressed to both the bond company and the Contractor, including any costs and expenses and administrative, attorney's or consultant's fees incurred by the Village as a consequence of any default or any legal or administrative action brought to enforce the terms of this Agreement.
- G. No limitation on Indemnification. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by this Agreement, shall in no way limit its responsibility to defend, indemnify, keep and hold harmless and defend the Village, its agents, officials, servants and employees as herein above provided.

#### **XIV. GENERAL PROVISIONS**

- A. Title to Solid Waste, Recyclables and Landscape Waste. Title to Solid Waste shall pass to the Contractor when collected by the Contractor, except with regard to waste materials excluded in Section I.T. above. Title to Recyclable Materials and Landscape Waste set out for collection shall reside with the Village and title shall transfer at the time of collection to the Contractor. The Contractor shall market said materials or dispose of these materials on behalf of the Village. When the Contractor transports them to a processing, disposal or other site on behalf of the Village, title shall pass to the operator of that disposal site. If the disposal site is paid for taking the materials, the cost paid to the disposal site shall be paid solely by the Contractor. If money is paid to the Contractor for the material, the Contractor shall keep the proceeds.
- B. Employment. The Contractor shall be responsible for and shall pay the cost of all employees engaged by it in connection with the performance of this Agreement, and all other expenses, including, without limitations, salaries of all employees, employee fringe benefits, insurance premiums, Solid Waste disposal fees, all operating equipment acquisition costs or rental charges, administrative costs and equipment maintenance.
- C. Assignment. The Contractor shall not subcontract out or assign its duties under this Agreement to a subcontractor or an assignee without prior written consent of the Village, and said consent may be withheld at the Village's sole discretion.
- D. Responsibility for Safety. 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 persons or property, and shall provide the necessary

protection to prevent damage, injury or loss to persons or property. 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.

- E. Permits, Licenses. The Contractor shall procure and pay for all permits and licenses necessary for the prosecution of the work, and/or required by municipal, State and Federal regulations and laws. The Western Springs business license for residential refuse contractors shall be Two Thousand Dollars (\$2,000.00) per year for calendar years 2025, 2026, 2027, 2028 and 2029. Said license shall be obtained from the Village Clerk on or before January 1st of each year.
- F. Emergency Service. At the request of the Village, the Contractor agrees to provide debris and waste pick-up services for emergencies, including, but not limited to, flooding and other significant storm events that impact the Village or its customers at no cost to the Village or its customers. Notwithstanding the foregoing or anything herein to the contrary, the provision of the emergency services by Contractor set forth in this Subsection shall not exceed \$3,000.00 annually in total and the dollar value of any unused emergency services shall not roll over and be available in subsequent years.
- G. Pick-up of Abandoned Waste and Items. In order to protect the public health, safety and welfare and at the request of the Village, the Contractor shall collect quantities of Solid Waste, E-Recyclable Items, Recyclable Materials, Landscape Waste and White Goods left at the street curb or alley without proper preparation in unusual circumstances (e.g., evictions, fly-dumping or “skip-outs”) and shall bill the property owner for the actual cost thereof. The Village agrees to assist the Contractor in identifying the property owner(s) for this purpose.
- H. Acceptability of Work. The Village will be the sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of this Agreement.
- I. Authority. The Village, as a non-home rule Illinois municipal corporation, has the authority to enter into this Agreement pursuant to the intergovernmental cooperation powers of Article VII, Section 10a of the Illinois Constitution and Chapter 65, Act 5, Article 11, Division 19, Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1).
- J. Compliance with Laws. The Contractor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disability 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 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 and State laws and regulations, including, but not limited to, the Illinois Prevailing Wage Act (to the extent the Act applies) 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 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, and the Contractor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to

the Village. 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 this 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.

- K. Changes in Laws. The Contractor shall immediately notify the Village of any change in conditions or change in Federal, State or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement. Any fees, taxes or rate increases arising out of changes referenced in this Subsection may not be passed through to the Village and/or residents, unless the Parties mutually agree to the increase costs. The Parties agree to meet and confer to discuss any such increases in fees, taxes or rate increases arising out of changes referenced in this Subsection.
- L. Contractor's Certification. The Contractor certifies that:
- a. The Contractor is the only person interested in this Agreement as the sole principal named herein and that no other person than herein mentioned has any interest in the engagement or in this Agreement to be entered into; that this Agreement 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.
  - c. The Contractor 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, unless the Contractor 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.*
  - d. The Contractor is not barred from contracting with any unit of State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) or Section 5/33E-6 (interference with contract submission and award by public official) of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3, 5/33E-4 and 5/33E-6).
  - e. The Contractor has not been convicted of or is not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of State or local government or school district in the State of Illinois in that officer's or employee's official capacity; and is not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
  - f. The Contractor complies with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).
  - g. The Contractor complies with the Illinois Fair Employment Practices Act, the Equal Employment Opportunity Clause of the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights.
  - h. The Contractor complies with the Americans with Disabilities Act.

- i. The Contractor (and its subcontractors) shall comply with the Illinois Prevailing Wage Act (see clarifying legislation in Public Act 96-0058), but only to the extent applicable.
  - j. The Contractor is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, but only to the extent applicable.
  - k. The Contractor states that, under the Federal Patriot Act, neither it 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 Contractor 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 this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.
  - l. The Contractor shall comply with all other 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 Term of this Agreement. The scope of the laws, regulations and rules referred to in this subsection includes, but is in no way limited to, the Occupational Safety and Health Act standards, 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 Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*), the Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*), 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 and EEOC.
  - m. The Contractor agrees to defend, indemnify and hold harmless the Village 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 Section.
- M. Audit. For purposes of confirming compliance with the financial terms of this Agreement, the Contractor shall ensure access during normal business hours by the Village, or the Village's Finance Director or Village Auditor, upon request, for the purpose of reviewing and auditing that portion of the Contractor's respective books and records that relate to this Agreement; provided that the Village must provide at least three (3) calendar days advance notice to Contractor of its request to audit
- N. Illinois Freedom of Information Act. The Parties agree to cooperate in good faith to respond to any Freedom of Information Act request (5 ILCS 140/1 *et seq.*) ("FOIA") filed in regard to records relating to any matters covered by this Agreement that are in the other Party's possession, and, in particular, the Parties agree to comply with Section 7(2) of FOIA, which requires "public records" (as that term is defined by Section 2(c) of FOIA) that have been prepared by and are in the possession of a party who



has contracted with a public body, be turned over to the public body so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Contractor shall cooperate with the Village: (a) with any FOIA requests for public records relating to matters covered by this Agreement, (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 FOIA. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees, statutory penalties, fines and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from: (a) the Contractor's actual or alleged violation of FOIA, or (b) the Contractor's failure to furnish all public records as requested by the Village, or (c) the Village's issuance of any FOIA denials if the Contractor requests that the Village utilize a lawful exemption under FOIA to deny any FOIA 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.

O. Exhibits. The following Exhibits are attached and made a part hereof:

- a) **Exhibit "A" - Schedule of Rates for Service dated December 16, 2024**
- b) **Exhibit "B" - Service Area Map dated April 22, 2019**
- c) **Exhibit "C" – List of Village Community Events and Festivals dated December 16, 2024**
- d) **Exhibit "D" - Change of Law Provision dated April 22, 2019**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date of the last signatory below on the Signature Page, which date shall be inserted on page 1 of this Agreement.

#### **SIGNATURE PAGE**

**VILLAGE OF WESTERN SPRINGS**

**CONTRACTOR:  
LAKESHORE RECYCLING SYSTEMS, LLC**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Manager

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

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

**ATTEST:**

**ATTEST:**

---

Name: Edward Tymick  
Village Clerk

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

---

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

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

**Exhibit "A - Schedule of Rates for Service dated December 16, 2024**  
(attached)

| <b>Exhibit A - Schedule of Rates for Service</b> |                                                                    |             |             |             |             |
|--------------------------------------------------|--------------------------------------------------------------------|-------------|-------------|-------------|-------------|
|                                                  | <b>2025</b>                                                        | <b>2026</b> | <b>2027</b> | <b>2028</b> | <b>2029</b> |
| <b>Curbside (Monthly)</b>                        |                                                                    |             |             |             |             |
| 35- Gallon                                       | \$ 18.00                                                           | \$ 18.72    | \$ 19.47    | \$ 20.25    | \$ 21.06    |
| 35- Gallon (Senior)                              | \$ 16.20                                                           | \$ 16.85    | \$ 17.52    | \$ 18.22    | \$ 18.95    |
| 65-Gallon                                        | \$ 19.50                                                           | \$ 20.28    | \$ 21.09    | \$ 21.93    | \$ 22.81    |
| 65-Gallon (Senior)                               | \$ 17.55                                                           | \$ 18.25    | \$ 18.98    | \$ 19.74    | \$ 20.53    |
| 95-Gallon                                        | \$ 21.50                                                           | \$ 22.36    | \$ 23.25    | \$ 24.18    | \$ 25.15    |
| 95-Gallon (Senior)                               | \$ 19.35                                                           | \$ 20.12    | \$ 20.93    | \$ 21.77    | \$ 22.64    |
| <b>Backdoor Cart Program (Monthly)</b>           |                                                                    |             |             |             |             |
| 35- Gallon (Monthly)                             | \$ 29.00                                                           | \$ 29.72    | \$ 31.34    | \$ 32.59    | \$ 33.89    |
| 65-Gallon (Monthly)                              | \$ 30.50                                                           | \$ 31.68    | \$ 32.96    | \$ 34.27    | \$ 35.64    |
| 95-Gallon (Monthly)                              | \$ 32.50                                                           | \$ 33.80    | \$ 35.12    | \$ 36.52    | \$ 37.98    |
|                                                  |                                                                    |             |             |             |             |
| <b>Yard Waste and Misc. (Monthly)</b>            |                                                                    |             |             |             |             |
| Yard and Organic Waste (65 gallon) (May - Nov)   | \$ 19.17                                                           | \$ 19.94    | \$ 20.73    | \$ 21.56    | \$ 22.43    |
| Yard and Organic Waste (95 gallon) (May - Nov)   | \$ 19.17                                                           | \$ 19.94    | \$ 20.73    | \$ 21.56    | \$ 22.43    |
| Stickers                                         | \$ 4.00                                                            | \$ 4.16     | \$ 4.33     | \$ 4.50     | \$ 4.68     |
| Extra Cart                                       | \$ 5.00                                                            | \$ 5.00     | \$ 5.00     | \$ 5.00     | \$ 5.00     |
|                                                  |                                                                    |             |             |             |             |
| <b>Leaf Pickup Disposal</b>                      |                                                                    |             |             |             |             |
| Per Vehicle Load Cost*                           | \$ 1,050.00                                                        | \$ 1,050.00 | \$ 1,086.75 | \$ 1,086.75 | \$ 1,124.79 |
|                                                  |                                                                    |             |             |             |             |
| <b>Senior Citizen Discount (Curbside Only)</b>   |                                                                    |             |             |             |             |
| 35-Gallon                                        | 10% if resident is over 65.                                        |             |             |             |             |
| 65/95-Gallon                                     | 10% if resident is over 65 and annual income is less than \$65,000 |             |             |             |             |

*\*LRS cannot lock in their cost to dump leaves at a composting facility. The 2025 rate is accurate but 2026-2029 are based on current pricing plus a 4% increase. The Village will add language to allow for an annual review of pricing and ability to back out of this service.*

**Exhibit "B"**

**Service Area Map dated April 22, 2019**

(attached)



**Exhibit "C"**

**List of Village Community Events and Festivals  
dated December 16, 2024**

**JANUARY** - No events

**FEBRUARY** - No events

**MARCH** - No events

**APRIL** - No events

**MAY**

French Market May-October

Western Springs Historical Society House Walk

Western Springs Historical Society May Fest at Tower Green (alternates years with House Walk)

Western Springs Garden Club Annual Plant Sale

Western Springs Tower Trot

Western Springs Memorial Day Parade

**JUNE**

Gathering on the Green

Grand Avenue Big Band Concert

Household Clean-up Day

**JULY**

Touch-a-Truck at Tower Green

Jammin'in July (Three Dates TBD)

**AUGUST**

National Night Out

**SEPTEMBER**

9-11/Patriot's Day Recognition

Harvest Fest

**OCTOBER** No Events.

**NOVEMBER**

Pumpkin Smash

**DECEMBER**

Winter Wonderland – Multi Day TBD

**Exhibit "D"**

**Change of Law Provision  
dated April 22, 2019**

The Contractor shall immediately notify the Village of any change in conditions or change in Federal, State or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement. "Change of Law" shall mean, but not be limited to, any significant change in the County, State or Federal laws, ordinances or interoperations there for by the government agency charged with the enforcement thereof that has a significant impact on the residential and municipal/public waste removal (including recycling) in the Village. The rates and charges set forth in this Agreement are subject to adjustment in accordance with this **Exhibit "D"** in the event of a "Change of Law."

In the event of a Change of Law, the Contractor shall provide a detailed written notice to the Village of the Change of Law, the manner in which the Change of Law affects the costs of services, the magnitude of the effect of the Change of Law on the cost of services, and the Contractor's proposal in response to that effect. Within thirty (30) days after receipt by the Village of the Contractor's notice, the Contractor and the Village shall meet to discuss the Change of Law and determine what change, if any, is necessary and appropriate to the rates and charges in this Contract and the timing and method of implementing any such change. The Village may request any documentation necessary from the Contractor to assist with the analysis of the Change of Law impact.

The approval of any increase in the rates and charges in this Agreement, as a result of any Change of Law (hereinafter "Rate and Charges Increase") shall be within the sole discretion of the Village.



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: December 2, 2024

#### **AGENDA ITEM 10.B.**

**To:** Board of Trustees

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

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

**RE:** Davanti Enoteca, 800 Hillgrove Avenue Unit 100 – Amendment to Class H Liquor License and Temporary Use Permit

---

#### **Recommendation**

The General Government Committee and the Liquor Control Commission are recommending approval of the amended Class H Liquor License and Temporary Use Permit.

#### **Summary**

##### **Request**

Scott Harris, owner of the Scott Harris Hospitality Group that operates Enoteca (the “Applicant”) located at 800 Hillgrove Ave. Unit 100, has submitted a request to amend the existing Class H Liquor License and temporary use permit to increase the number of seats within the outdoor dining area. The expanded area is located with parking spaces of the adjacent parking lot and is generally requesting a similar approval to what the Village Board had allowed during the COVID emergency protocols.

##### **Background**

On January 28, 2013, the Village Board approved Ordinance 13-2078 granting a Class H liquor license and temporary use permit for Devani Enoteca for an outdoor dining / liquor café located on the northside of the building within a private pedestrian walkway. Figure 1 depicts the original approval for 30 seats within the private pedestrian walkway.

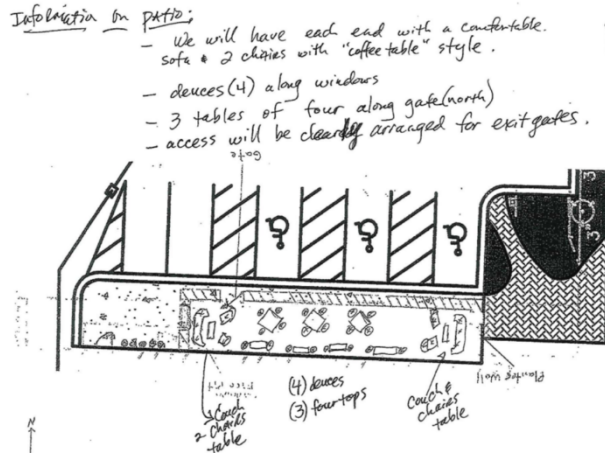


Figure 1

On May 29, 2020 Executive Order 2020-04 was approved by the Village President allowing restaurants and other retail food businesses to operate outdoor cafés and temporary liquor cafés to increase their outdoor seating capacity for customers in compliance with social distancing guidelines.

As a result, the Village Board approved a license agreement for Enoteca to expand their outdoor seating capacity on June 17, 2020. Figure 2 indicates the permitted expansion area per the approvals. The agreement was valid during the pendency of the disaster proclamation issued by the Governor. The café area was expanded into the parking spaces within the adjacent parking lot. The total number of outdoor seats was increase to 83 (30 seats in the 2013 approval and an additional 56 seats within the parking spaces).



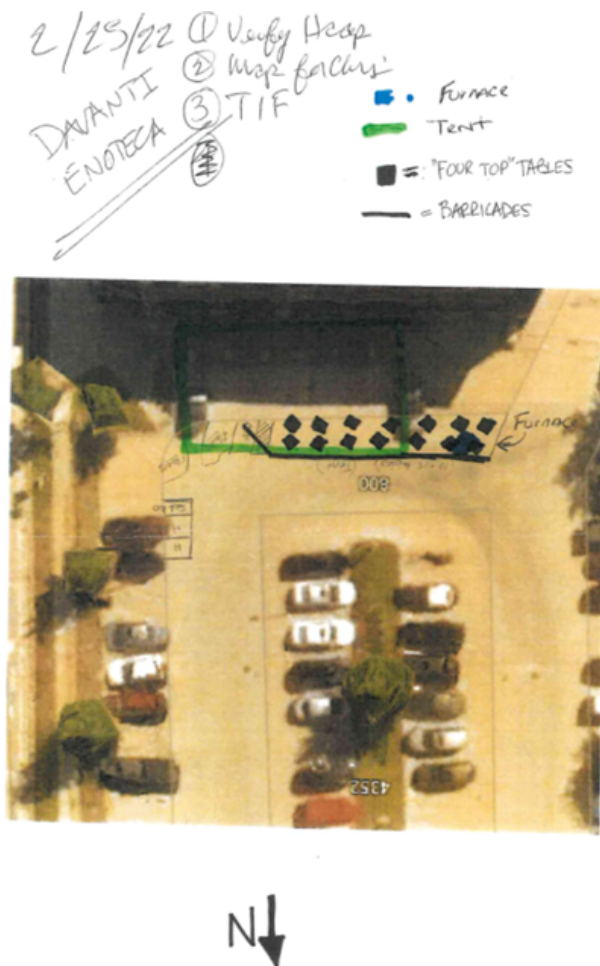


Figure 2

As the disaster proclamation has expired the temporary approvals under the 2020 license agreement are no longer valid. As a result, the Applicant is seeking the amendment to their original 2013 approvals to have additional outdoor seating as proposed in the application submittal package (Attachment 3). The Applicant is requesting the use of four parking spaces with the parking lot for seating. The Applicant is proposing no changes to the approvals for the seating on the private walkway area. The Applicant has submitted an updated site plan for the parking spaces that includes 38 seats and a ramp to comply with the Illinois Accessibility Code related to the curb transition between the private walkway and the parking spaces (Attachment1).

Village staff has received complaints related to the patio related to noise, hours of operation, and size. The Applicant is aware of the comments and has included a noise policy to better manage the café operations.

The Liquor Commissioner (President Rudolph) reviewed the application submittals and requested to advance the application to General Government Committee (GGC) and Liquor Commission for their reviews and recommendations.

## **Class H License**

The following is a summary of the Class H License regulations:

- **Purpose.** The Class H license allows restaurants to permit the sale and consumption of alcoholic beverages within a Village licensed outdoor liquor café operated by the restaurant while patrons are being served a complete meal by the restaurant.
- **Rules of Operation:** The outdoor café is subject to the rules of operation of the development control ordinance as well as restrictions concerning noise, music, screening, etc. Patrons are prohibited from taking any opened alcoholic beverage outside of the premises, except for a recorked wine bottle that has been sealed in a carryout bag in accordance with State law. Regular hours of operation are between 11am and 10pm on Sundays through Thursdays and between the hours of 11am and 11pm on Fridays and Saturdays unless the hours are restricted further per the class H license.
- **License Fee.** The Class H license includes a license application fee of \$500 and an annual license fee of \$150.
- **Availability of Food:** Patrons shall be served a complete meal by the restaurant when being served alcoholic beverages within a Village licensed outdoor liquor café. All food that is sold or prepared within the licensed premises is subject to all applicable Health Regulations as enforced by the Village, Cook County and the State of Illinois.

The Applicant notified the Village on October 2, 2024 of this year that the local liquor manager had changed. A background check per Section 4-1-17 of the Village Code was conducted on the new manager. The background check did not return any violations / law enforcement history that makes them ineligible for obtaining a liquor license.

## **Recommendation**

The General Government Committee (GGC) reviewed the application at their October 2 meeting and recommended approval of the application with one condition. The Liquor Control Commission (LCC) reviewed the application at their October 9 meeting and recommended approval of the application with the same condition as the GGC (Attachment 2). Both GGC and LCC required that the applicant revise their site plan related to the proposed seats adjacent to the proposed ramp. The applicant revised their plans accordingly and they are included in Attachment 1.

Attachment 3 contains the draft ordinance to grant the amended Class H License. Attachment 4 contains the temporary use permit that would accompany the Class H License.

### **Attachments**

---

1. Applicant Revised Submittal Package

2. Recommendation No. 24-06: Recommendation Relative To An Application For Approval of An Amended Outdoor Liquor Cafe Site Plan and a Noise Policy to the Existing Class "H" (Outdoor Liquor Cafe) Liquor License Issued to Davanti's Western Springs, LLC d/b/a Davanti Enoteca for the Operation of an Outdoor Liquor Café Located in the Private Rear Yard Area and Parking Lot of Unit 100 of the Building located at 800 Hillgrove Avenue, Western Springs, Illinois.

3. Draft Ordinance: An Ordinance Amending Title 4 (Liquor Control) of the Western Springs Municipal Code Relative to a Class "H" (Outdoor Liquor Cafe) Liquor Licenses which can be Issued in the Village Of Western Springs, Cook County, Illinois (Applicant: The Harris Scott Hospitality Group D/B/A Enoteca for the Operation of an Outdoor Liquor Cafe Located in the Private Walkway and Public Parking Lot Adjacent to the 800 Hillgrove Avenue Building Located at 800 Hillgrove Avenue, Western Springs, Illinois)

4. Draft Temporary Use Permit: Temporary Use Permit for an Outdoor Liquor Café (Private Property Only)

### **Financial Impact**

None.

### **Recommended Motion**

None.

### **Strategic Plan Alignment**

- Economic Development

### **File Attachments**

1. Applicant Revised Submittal Package
2. Recommendation No. 24-06
3. Draft Ordinance
4. Draft Temporary Use Permit

## Attachment 1



September 6th, 2024

Community Development  
Village of Western Springs  
740 Hillgrove Ave  
Western Springs, IL 60558

Community Development Representative,

Please accept this correspondence as written request for a permit for a patio extension at Davanti Enoteca Western Springs, 800 Hillgrove Ave, Western Springs, IL 60558. We invest a lot of money into our patio and it is a huge part of our business. We put in plants and flowers to help attract guests and it also makes the building more attractive. Guests in the warmer months like to sit outside and we will ensure that noise is something that neighbors will not have to deal with. We want to work with the Village and the neighborhood to ensure that our business is not disruptive in anyway. Our back patio area helps bring in more guests for us as well generates more revenue for the area.

Included with this request letter are the following documents and detailed information:

1. Floor plan and seating layout
2. Noise Policy
3. Patio Barricades
4. Signage
5. Patio Timeline

We appreciate your consideration on this matter and hope that we can all come to a resolution that appeases everyone involved.

Best,

A handwritten signature in black ink that reads "Scott A. Harris". The signature is fluid and cursive, with the first name "Scott" being more prominent.

Scott A. Harris  
Owner  
Davanti Enoteca  
scott@shhospitality.co

**SCOTT HARRIS**  
*Hospitality*

Scott Harris Hospitality, Corporate Office  
820 Supreme Drive, Bensenville, IL 60106, 773-334-8368  
www.shhospitality.co



September 6th, 2024

Community Development  
Village of Western Springs  
740 Hillgrove Ave  
Western Springs, IL 60558

Community Development Representative,

Please see specifications on patio details below:

1. Floorplan and seating layout

- a. Attached on following page

2. Noise Policy

- a. Licensee will, at all times when the outdoor patio is operating, continuously monitor the noise levels of the outdoor patio to ensure that patrons are not disturbing the adjacent residents.
- b. Licensee will assign a closing manager to ensure that guests are not outside of the designated hours nor is there music playing past the cut off time. Additionally, the manager will speak with each guest 15 minutes prior to patio closing, and inform them to close their check and leave or move inside,
- c. Licensee will stop seating the patio one and a half hours before closing in the back area and one hour before close for the front patio. Sunday-Thursday the patio will close at 10:00pm, Friday-Saturday 11:00pm.
- d. Licensee will turn off the external music one hour before closing. Music will conclude at 9:00pm Sunday-Thursday, and 10:00pm Friday-Saturday.
- e. Acoustical treatments will further aid in keeping the sound levels lower, such items include umbrellas, plants & planter boxes, faux grass flooring, and fabric barricades.

3. Patio Barricades

- a. Licensee to maintain barricades on patio year round.
- b. Barricade type A consists of a metal frame with fabric infill, standing at 35"H.
- c. Barricade type B consists of a wood frame, standing at 71"H.

4. Signage

- a. Licensee will display "No Alcohol Beyond This Point" signage in two locations on patio. Refer to floorplan for callout.
- b. Licensee will display patio hours for patrons. Refer to floorplan for callout.

5. Patio Timeline

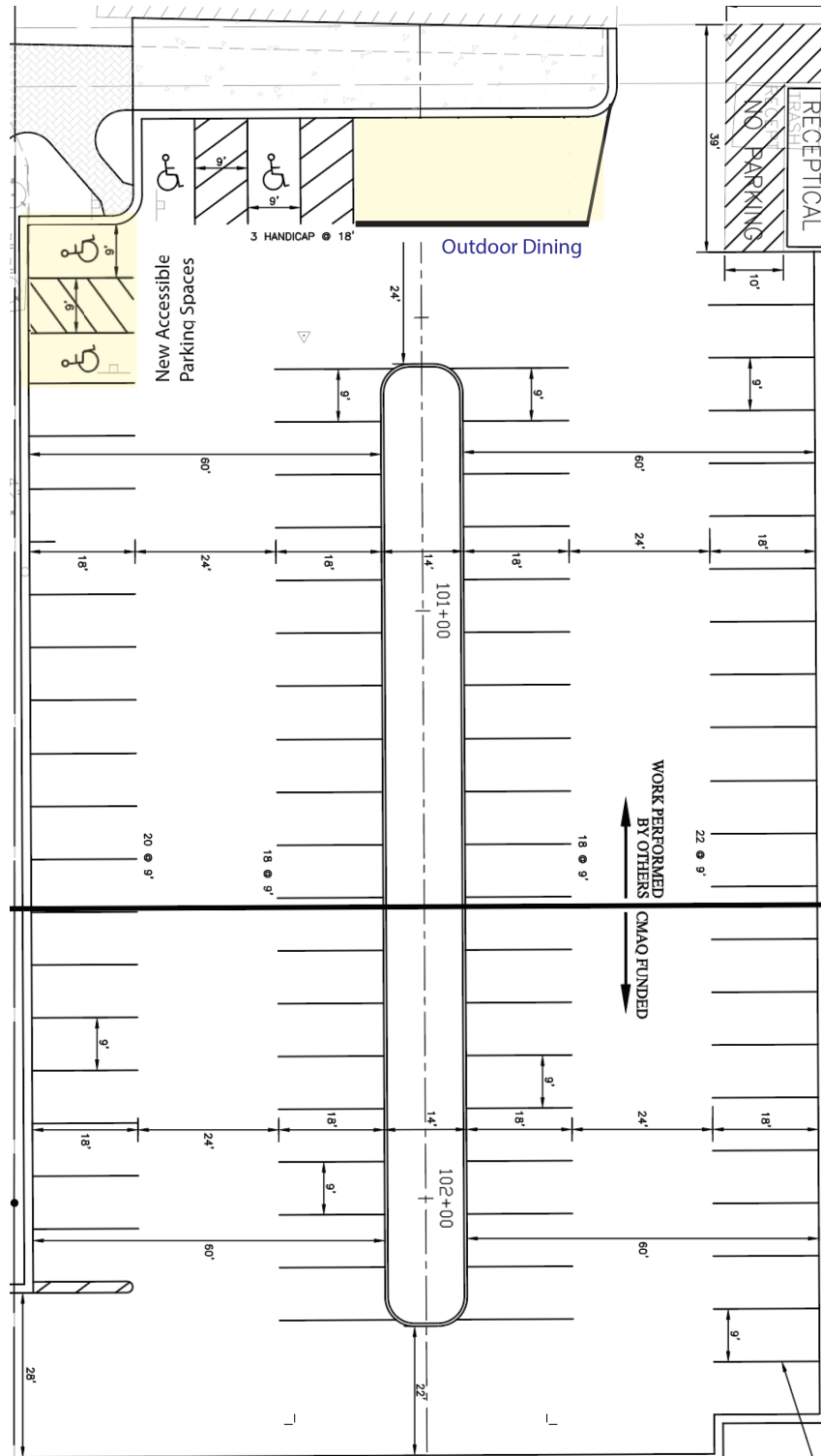
- a. Licensee to have patio furniture set up yearly from April-October
- b. In the off months, the furniture will be removed and stored off site



Scott Harris Hospitality, Corporate Office  
820 Supreme Drive, Bensenville, IL 60106, 773-334-8368  
[www.shhospitality.co](http://www.shhospitality.co)



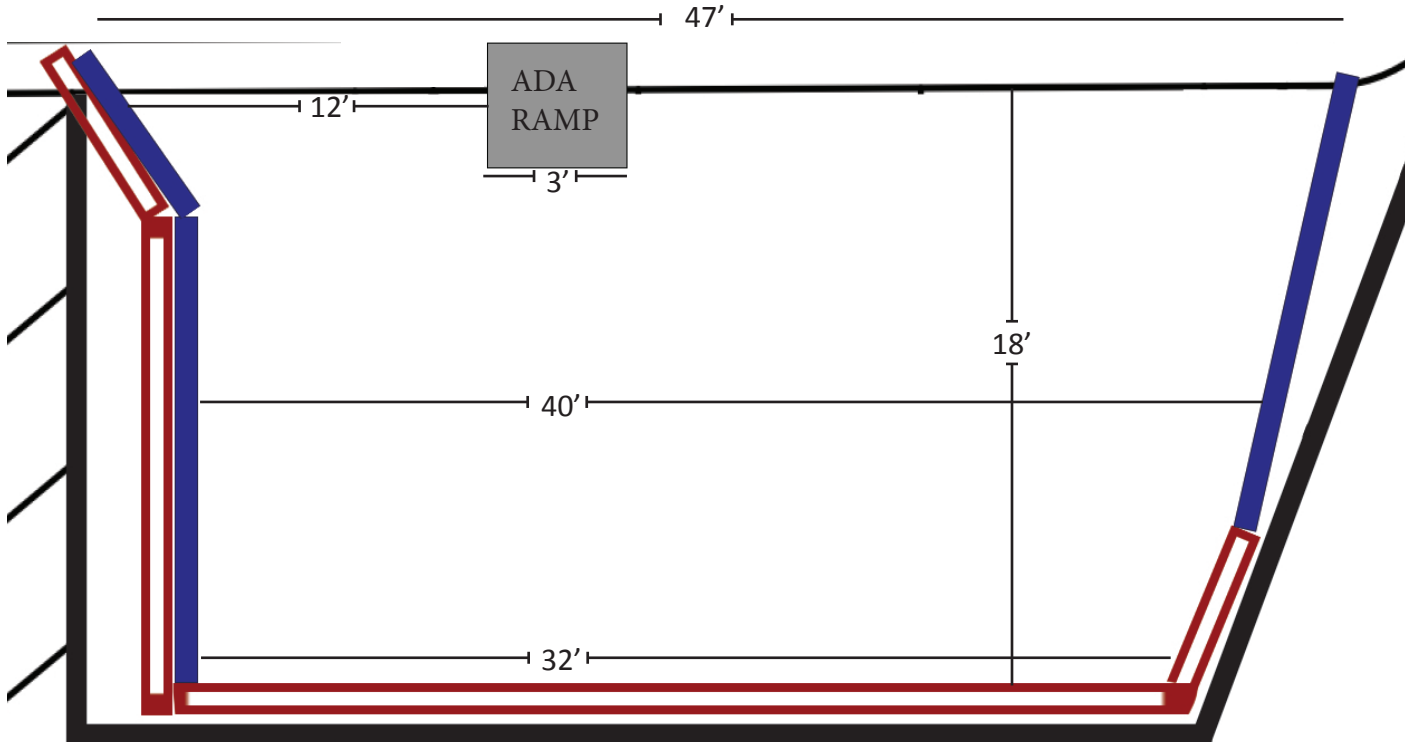
Overall Plat Survey:

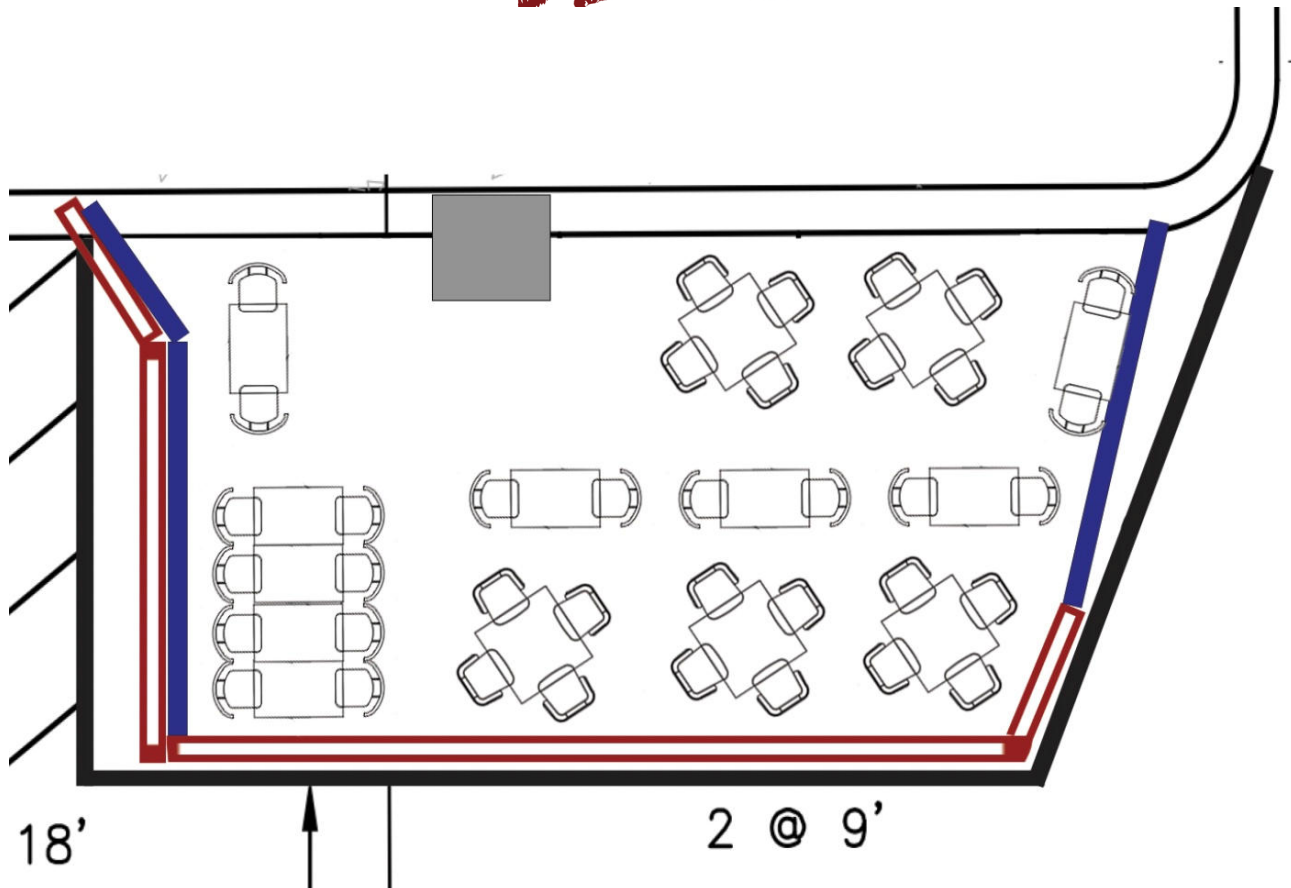


**SCOTT HARRIS**  
*Hospitality*

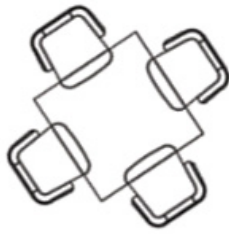
Scott Harris Hospitality, Corporate Office  
820 Supreme Drive, Bensenville, IL 60106, 773-334-8368  
[www.shhospitality.co](http://www.shhospitality.co)

Overall Dimensions Extended Patio:





## Seating Legend:



36"Wx36"D  
Dining Table  
Qty - 6

When chairs are fully  
pulled out:  
86"W x 86"D

When chairs are  
tucked in:  
72"W x 72"D



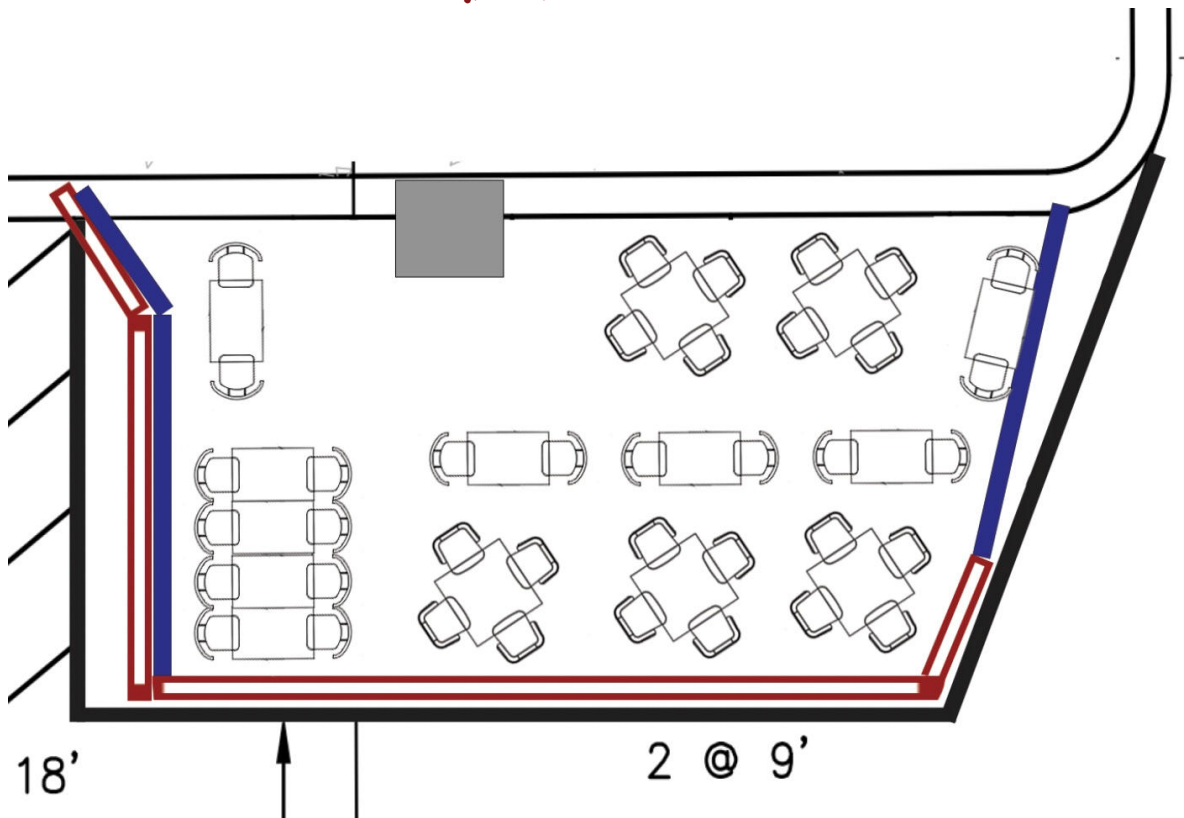
24"x36"  
Dining Table  
Qty - 8

When chairs are fully  
pulled out:  
24"W x 86"D

When chairs are tucked in:  
24"W x 72"D

Seating Count: 39





## Patio Legend:



71"H Wooden Barrier



35"H Metal Barrier



Alcohol & Hours Signage



Ada Ramp. 36"W x 36"D

## Attachment 2

### **WESTERN SPRINGS LOCAL LIQUOR CONTROL COMMISSION** **RECOMMENDATION NO. 24-06**

#### **Recommendation Relative To An Application For Approval of An Amended Outdoor Liquor Café Site Plan and a Noise Policy to the Existing Class “H” (Outdoor Liquor Cafe) Liquor License Issued to Davanti’s Western Springs, LLC d/b/a Davanti Enoteca for the Operation of an Outdoor Liquor Café Located in the Private Rear Yard Area and Parking Lot of Unit 100 of the Building located at 800 Hillgrove Avenue, Western Springs, Illinois.**

**WHEREAS**, Davanti’s Western Springs, LLC d/b/a Davanti Enoteca (Owner: Scott Harris of Scott Harris Hospitality Group) (the “Applicant/Owner”) is the holder of a Village-issued Class B (Full Service Restaurant with Patron Bar) Liquor License for the operation of its restaurant within Unit 100 of the commercial building located at 800 Hillgrove Avenue, Western Springs, Illinois (the “800 Hillgrove Building”), and is also the holder of a Village-issued Class H (Outdoor Liquor Café) Liquor License for the operation of an outdoor liquor café on a portion of the private rear lot area and parking lot located on and adjacent to Unit 100 of the 800 Hillgrove Building. The interior of the restaurant and the Village-approved outdoor liquor café area are collectively referred to as the “Licensed Premises”; and

**WHEREAS**, the Applicant/Owner filed a liquor license application dated August 5, 2024 (the “Application”) and the required application fees with the Village of Western Springs (“Village”) requesting approval of an amended outdoor liquor café site plan to its existing Class H (Outdoor Liquor Cafe) Liquor License. The Applicant/Owner desires to expand the existing outdoor liquor café area, which originally was approved by the Village in 2013 for 30 patron seats, to allow for 69 patron seats on a portion of the private rear lot area and parking lot located on and adjacent to Unit 100 of the 800 Hillgrove Building Avenue to (the “Expanded Licensed Premises”) in conjunction with Applicant/Owner’s existing restaurant located within Unit 100 of the Building. The Application, including the Amended Outdoor Liquor Café Site Plan dated September 6, 2024, is incorporated herein by reference as **Group Exhibit “A”** and a copy is on file with the Village Community Development Department; and

**WHEREAS**, with the passage of Ordinance No. 13-2707 Amending Title 4, Chapter 1, Section 4-1-10A(2) of the Western Springs Village Code of 1997, as Amended, Relative to the number of Class “B” (Full Service Restaurant with a Patron Bar) Liquor License with can be Issued in the Village of Western Springs, Cook County, Illinois (Davanti’s Western Springs, LLC D/B/A Davanti Enoteca at Unit 100 in the 800 Hillgrove Avenue Building) and Ordinance No. 13-2708 Amending title 4: Liquor Control ; Chapter 1: Alcoholic Liquor; Section 4-4-10A(8) of the Western Springs Village Code of 1997, as Amended Relative to the number of Class “H” (Outdoor Liquor Café) Liquor Licenses with can be issued in the Village of Western Springs, Cook County, Illinois (Davanti’s Western Springs, LLC D/B/A Davanti Enoteca at Unit 100 in the 800 Hillgrove Avenue Building) on January 28, 2013, the President and Board of Trustees of the Village approved an outdoor liquor café site plan for the Licensed Premises allowing 30 patron seats within a private walkway on the north side of the 800 Hillgrove Building. During 2020, in response to dining restrictions imposed during the COVID-19 pandemic, the Village President / Local Liquor License Commissioner issued Executive Order No. 2020-04 that allowed for a temporary increase in the patron seating at the outdoor liquor café from 30 patron seats to 86 patron seats to deal with the COVID-19 pandemic. The temporary approvals for the operation of the expanded outdoor liquor café permitted under Executive Order 2020-04 have expired. The Applicant/Owner now requests that the Village approve the Amended Outdoor Liquor Café Site Plan, as an amendment to Ordinance No. 13-2708, to allow for the continued operation of the outdoor liquor café with a maximum patron seating capacity of 69 seats

(original seating capacity of 30 patron seats on the sidewalk area plus 39 additional patron seats within the parking lot area) and a maximum of 18 tables; and

**WHEREAS**, in order to address noise complaints of adjacent property owners to the 800 Hillgrove Building relative to the outdoor liquor café operations, the Applicant/Owner has proposed to comply with a Noise Policy dated September 6, 2024, as an amendment to the Class H (Outdoor Liquor Cafe) Liquor License, that will apply to the operations of the outdoor liquor café along with the conditions of this Ordinance. A copy of the Noise Policy is incorporated herein by reference as **Group Exhibit “A”**; and

**WHEREAS**, collectively, the relief requested by the Applicant/Owner is referred to as the “Amendments to the Class H (Outdoor Liquor Cafe) Liquor License”; and

**WHEREAS**, at an open public meeting held on October 2, 2024, the General Government Committee (the “Committee”) considered the Applicant/Owner’s request for approval of the Amendments to the Class H (Outdoor Liquor Cafe) Liquor License, reviewed documents submitted to the Committee regarding the request, and received and considered input from Village staff and provided an opportunity for public input regarding the Application. At its October 2, 2024, meeting, the Committee favorably recommended approval of the Amendments to the Class H (Outdoor Liquor Cafe) Liquor License; and

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

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

**WHEREAS**, in regard to its investigation of and consideration of the Application, the Commission held a public meeting on October 9, 2024, pursuant to proper notice being posted in accordance with the Open Meetings Act. During this public meeting, the Applicant/Owner made a presentation regarding its Application, the Village staff gave reports relative to the background check and investigative activities performed with respect to the Application, members of the Commission examined, under oath, the Applicant/Owner, its representatives and all other individuals who spoke during the public meeting, and an opportunity for public input was provided; and

**WHEREAS**, the necessary background check and fingerprinting of the representative of the Applicant/Owner was performed by the Department of Law Enforcement Services. The Director of Finance has determined that the Applicant/Owner is not delinquent in the payment of the retailer's occupation tax, sales tax, or any other financial debt or obligation owed to the Village. On this information, the Applicant/Owner was found by Village staff to still be eligible for a liquor license under the provisions of the Illinois Liquor Control Act of 1934 and the Village’s Liquor Control Ordinance, and the Applicant/Owner was found to be in compliance with the other applicable sections of the Village’s Municipal Code; and

**WHEREAS**, the Building and Zoning Officer has conducted an inspection of the proposed Licensed Premises and the proposed Expanded License Premises and the diagram of the proposed expanded outdoor liquor café area and confirmed that the Licensed Premises and the proposed Expanded License Premises shall comply with the applicable provisions of the Western Springs Municipal Code regulations at the time of the approval of and issuance of the amended Class “H” (Outdoor Liquor Café) Liquor License; and

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

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

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

- A. *The Applicant/Owner **continues to** qualify for a Class “H” (Outdoor Liquor Cafe) Liquor License under the provisions of the Illinois Liquor Control Act of 1934 and the Village’s Liquor Control Ordinance.*

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

**Amendment to Existing Class “H” (Outdoor Liquor Cafe) Liquor License**

- A. ***Approval / Denial*** of the Applicant/Owner’s Application for amendments to Ordinance No. 13-2708, which approved its current Class “H” (Outdoor Liquor Cafe) Liquor License, that authorize the Amended Outdoor Liquor Café Site Plan to allow for a maximum patron seating capacity of 69 seats and a maximum of 18 tables within the outdoor liquor café and a Noise Policy that to the operations of the outdoor liquor café along with the conditions of this Ordinance.
- B. ***Approval / Denial*** by the Village Board and the Commissioner of the draft Ordinance, a copy of which is attached to this Recommendation as part of **Group Exhibit “A”**, which is entitled:

AN ORDINANCE AMENDING ORDINANCE NO. 13-2708 RELATIVE TO A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE ISSUED TO THE HARRIS SCOTT HOSPITALITY GROUP D/B/A DAVANTI ENOTECA FOR THE OPERATION OF AN OUTDOOR LIQUOR CAFE LOCATED IN THE PRIVATE WALKWAY AND PARKING LOT ADJACENT TO THE 800 HILLGROVE AVENUE BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS TO AUTHORIZE AN AMENDED OUTDOOR LIQUOR CAFÉ SITE PLAN TO ALLOW FOR A MAXIMUM PATRON SEATING CAPACITY OF 69 SEATS AND A MAXIMUM OF 18 TABLES WITHIN THE OUTDOOR LIQUOR CAFÉ AND A NOISE POLICY FOR THE CONTINUED OPERATION OF THE OUTDOOR LIQUOR CAFÉ.

- C. Approval of the following additional conditions: **Revise the site plan to reduce seating to accommodate the 48 inch clear area at the end of the proposed ramp.**

A motion was made to approve the Recommendation for the Liquor License listed above, the motion was seconded, and then the motion was approved by a three (3) to zero (0) vote of the Commissioners (motion by: Cronin; seconded by: Myers).

**PASSED** by the Western Springs Local Liquor Control Commission at a meeting held on the 9th day of October, 2024.

**VOTE:** Brian J. Cronin, Doug DeRock and Jordan Myers

**AYES:** Cronin, DeRock, ad Myers

**NAYS:** None

**ABSENT:** None

**OTHER:** None

The above vote has been certified by me this 9th day of October, 2024.



Brian J. Cronin, Chair

**Group Exhibit "A"**

**Liquor License Application for a  
Class "H" (Outdoor Liquor Cafe) Liquor License  
and Attachments**

(attached)

and

Draft

**ORDINANCE NO. 24-\_\_\_\_\_**

AN ORDINANCE AMENDING ORDINANCE NO. 13-2708 RELATIVE TO A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE ISSUED TO THE HARRIS SCOTT HOSPITALITY GROUP D/B/A DAVANTI ENOTECA FOR THE OPERATION OF AN OUTDOOR LIQUOR CAFE LOCATED IN THE PRIVATE WALKWAY AND PARKING LOT ADJACENT TO THE 800 HILLGROVE AVENUE BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS TO AUTHORIZE AN AMENDED OUTDOOR LIQUOR CAFÉ SITE PLAN TO ALLOW FOR A MAXIMUM PATRON SEATING CAPACITY OF 69 SEATS AND A MAXIMUM OF 18 TABLES WITHIN THE OUTDOOR LIQUOR CAFÉ AND A NOISE POLICY FOR THE CONTINUED OPERATION OF THE OUTDOOR LIQUOR CAFÉ.

(attached)

## Attachment 2



September 6th, 2024

Community Development  
Village of Western Springs  
740 Hillgrove Ave  
Western Springs, IL 60558

Community Development Representative,

Please accept this correspondence as written request for a permit for a patio extension at Davanti Enoteca Western Springs, 800 Hillgrove Ave, Western Springs, IL 60558. We invest a lot of money into our patio and it is a huge part of our business. We put in plants and flowers to help attract guests and it also makes the building more attractive. Guests in the warmer months like to sit outside and we will ensure that noise is something that neighbors will not have to deal with. We want to work with the Village and the neighborhood to ensure that our business is not disruptive in anyway. Our back patio area helps bring in more guests for us as well generates more revenue for the area.

Included with this request letter are the following documents and detailed information:

1. Floor plan and seating layout
2. Noise Policy
3. Patio Barricades
4. Signage
5. Patio Timeline

We appreciate your consideration on this matter and hope that we can all come to a resolution that appeases everyone involved.

Best,

A handwritten signature in black ink that reads "Scott A. Harris". The signature is fluid and cursive, with the first name "Scott" being more prominent.

Scott A. Harris  
Owner  
Davanti Enoteca  
scott@shhospitality.co

**SCOTT HARRIS**  
*Hospitality*

Scott Harris Hospitality, Corporate Office  
820 Supreme Drive, Bensenville, IL 60106, 773-334-8368  
www.shhospitality.co



September 6th, 2024

Community Development  
Village of Western Springs  
740 Hillgrove Ave  
Western Springs, IL 60558

Community Development Representative,

Please see specifications on patio details below:

1. Floorplan and seating layout

- a. Attached on following page

2. Noise Policy

- a. Licensee will, at all times when the outdoor patio is operating, continuously monitor the noise levels of the outdoor patio to ensure that patrons are not disturbing the adjacent residents.
- b. Licensee will assign a closing manager to ensure that guests are not outside of the designated hours nor is there music playing past the cut off time. Additionally, the manager will speak with each guest 15 minutes prior to patio closing, and inform them to close their check and leave or move inside,
- c. Licensee will stop seating the patio one and a half hours before closing in the back area and one hour before close for the front patio. Sunday-Thursday the patio will close at 10:00pm, Friday-Saturday 11:00pm.
- d. Licensee will turn off the external music one hour before closing. Music will conclude at 9:00pm Sunday-Thursday, and 10:00pm Friday-Saturday.
- e. Acoustical treatments will further aid in keeping the sound levels lower, such items include umbrellas, plants & planter boxes, faux grass flooring, and fabric barricades.

3. Patio Barricades

- a. Licensee to maintain barricades on patio year round.
- b. Barricade type A consists of a metal frame with fabric infill, standing at 35"H.
- c. Barricade type B consists of a wood frame, standing at 71"H.

4. Signage

- a. Licensee will display "No Alcohol Beyond This Point" signage in two locations on patio. Refer to floorplan for callout.
- b. Licensee will display patio hours for patrons. Refer to floorplan for callout.

5. Patio Timeline

- a. Licensee to have patio furniture set up yearly from April-October
- b. In the off months, the furniture will be removed and stored off site

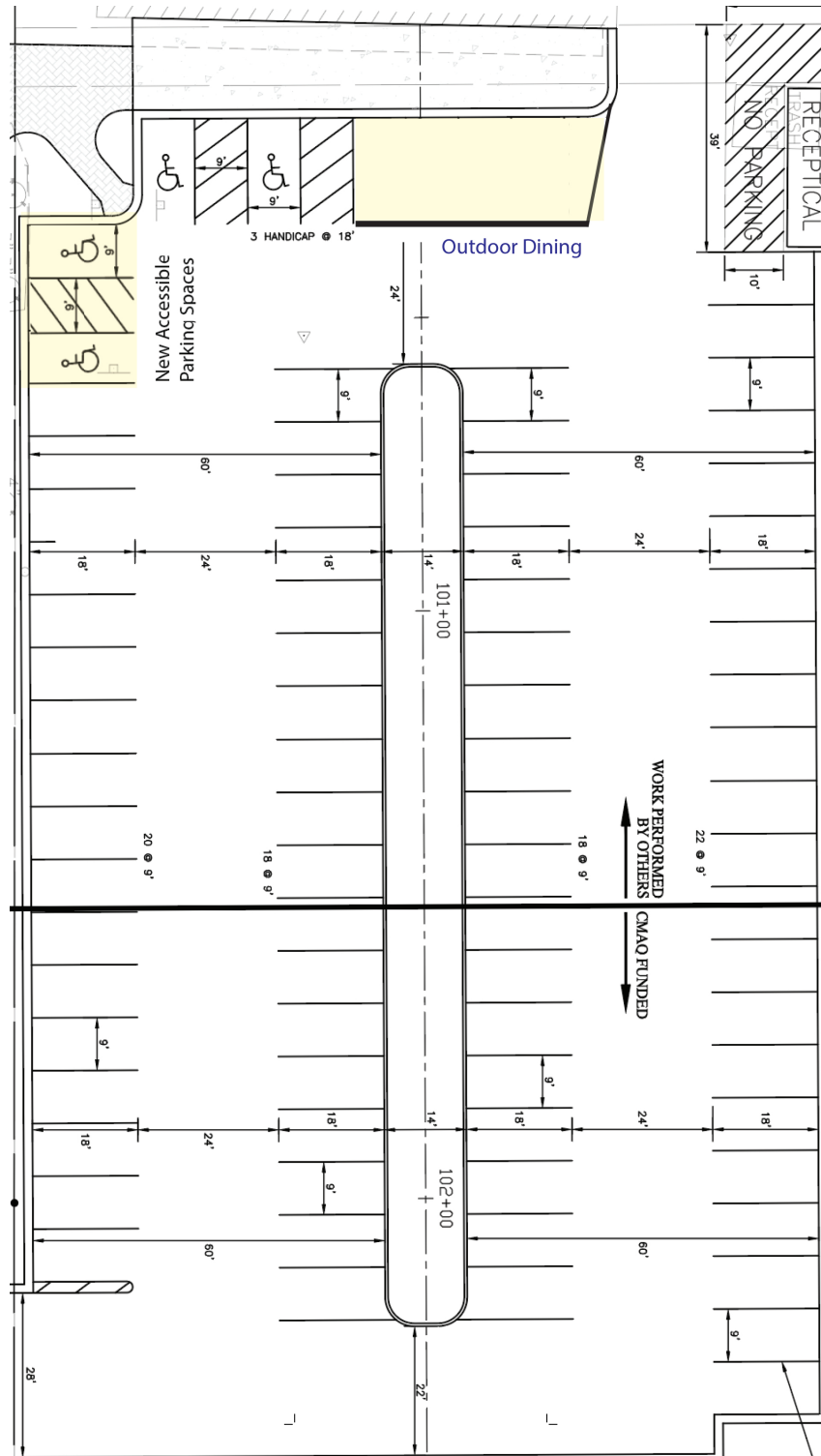
SCOTT HARRIS  
*Hospitality*

Scott Harris Hospitality, Corporate Office  
820 Supreme Drive, Bensenville, IL 60106, 773-334-8368  
www.shhospitality.co





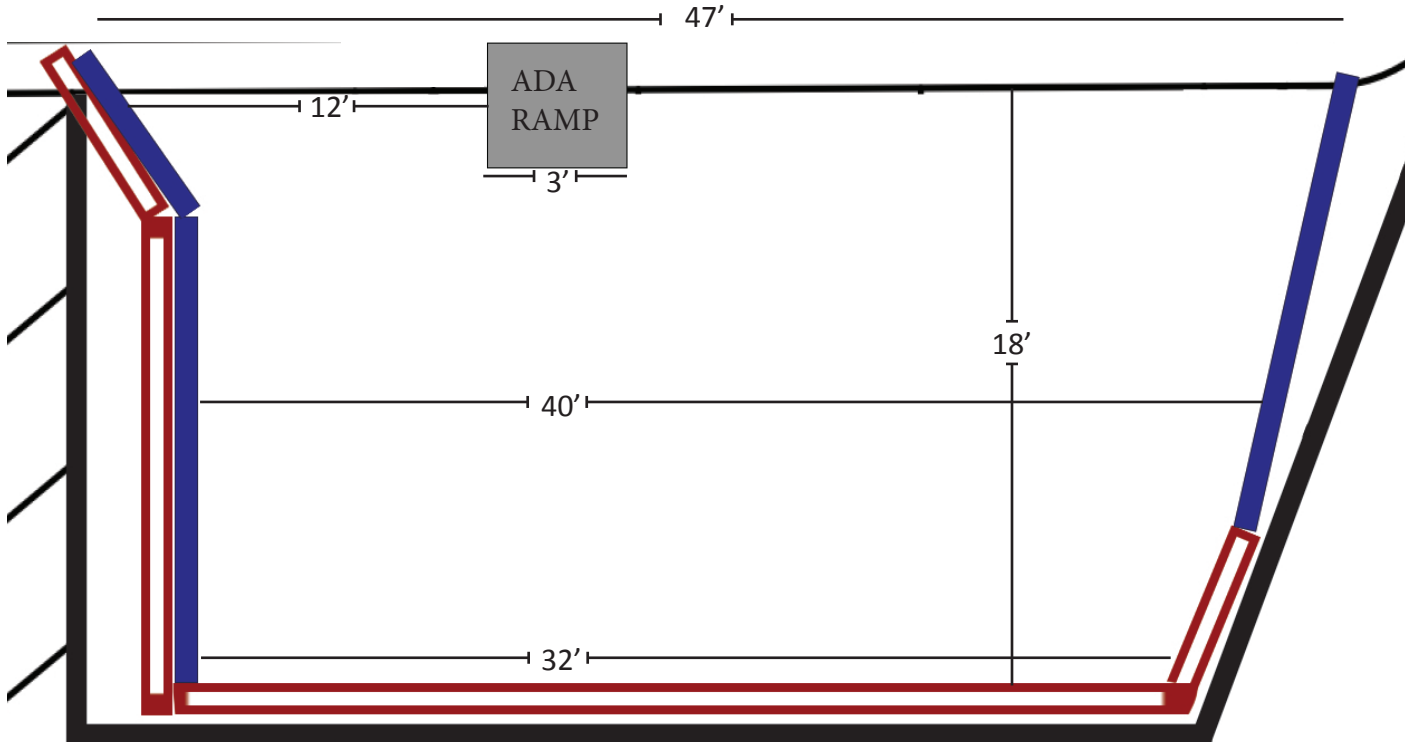
Overall Plat Survey:



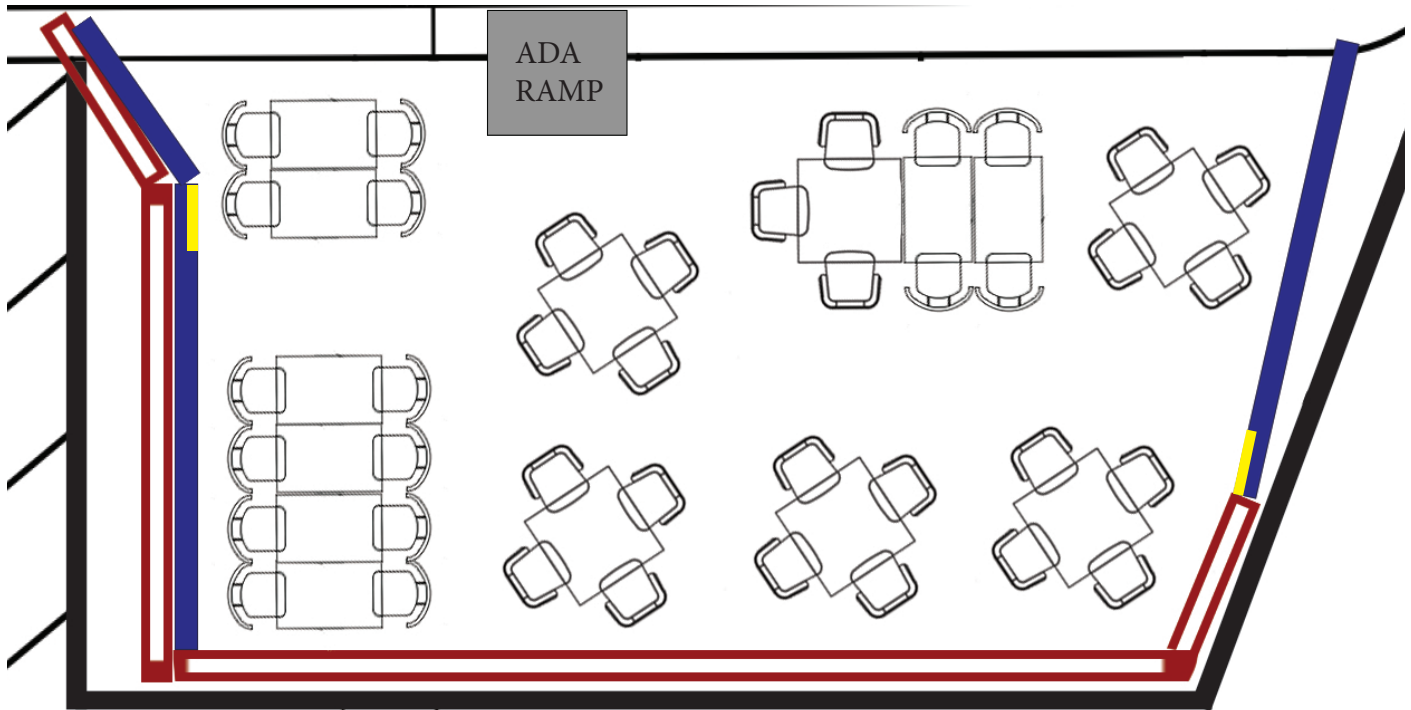
SCOTT HARRIS  
*Hospitality*

Scott Harris Hospitality, Corporate Office  
820 Supreme Drive, Bensenville, IL 60106, 773-334-8368  
[www.shhospitality.co](http://www.shhospitality.co)

## Overall Dimensions Extended Patio:



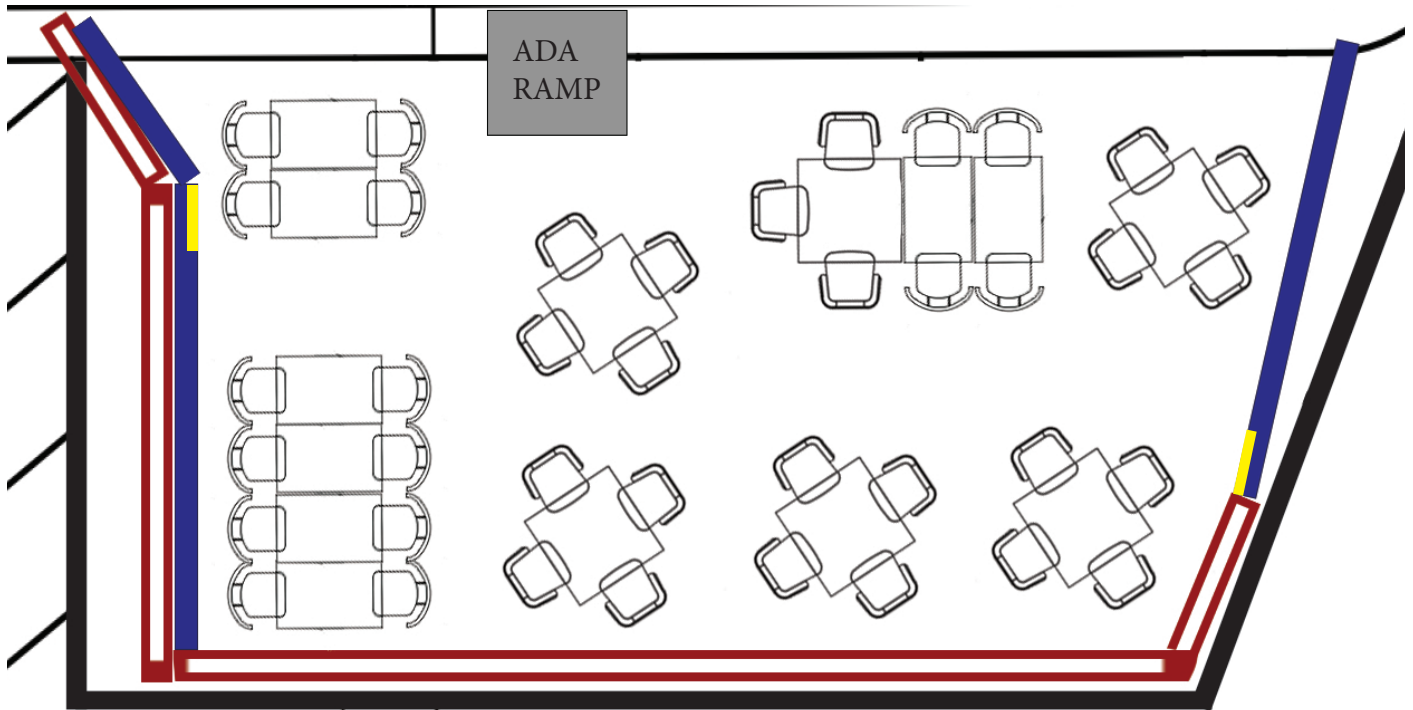
## Seating Layout Details:



## Seating Legend:

|  |                                                       |                   |                                                       |
|--|-------------------------------------------------------|-------------------|-------------------------------------------------------|
|  |                                                       | Seating Count: 39 |                                                       |
|  | 36\"Wx36\"D<br>Dining Table<br>Qty - 6                |                   | 24\"x36\"<br>Dining Table<br>Qty - 8                  |
|  | When chairs are fully<br>pulled out:<br>86\"W x 86\"D |                   | When chairs are fully<br>pulled out:<br>24\"W x 86\"D |
|  | When chairs are<br>tucked in:<br>72\"W x 72\"D        |                   | When chairs are tucked in:<br>24\"W x 72\"D           |

## Additional Patio Details:



## Patio Legend:



71"H Wooden Barrier



35"H Metal Barrier



Alcohol & Hours Signage



Ada Ramp. 36"W x 36"D

- C. Approval of the following additional conditions: **Revise the site plan to reduce seating to accommodate the 48 inch clear area at the end of the proposed ramp.**

A motion was made to approve the Recommendation for the Liquor License listed above, the motion was seconded, and then the motion was approved by a three (3) to zero (0) vote of the Commissioners (motion by: Cronin; seconded by: Meyers).

**PASSED** by the Western Springs Local Liquor Control Commission at a meeting held on the 9th day of October, 2024.

**VOTE:** Brian J. Cronin, Doug DeRock and Jordan Meyers

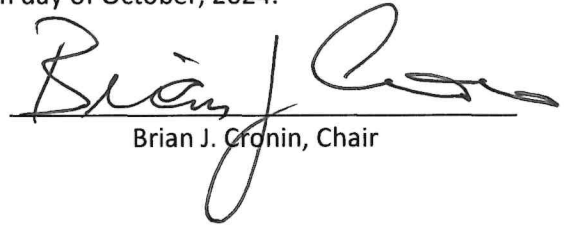
**AYES:** Cronin, De Rock, and Myer

**NAYS:** -none-

**ABSENT:** -none-

**OTHER:** -none-

The above vote has been certified by me this 9th day of October, 2024.

  
Brian J. Cronin, Chair

**ORDINANCE NO. 24-**\_\_\_\_\_

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

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

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

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

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

**DATE:** \_\_\_\_\_, 2024.

**OTHER: Roll Call Vote.**

**AN ORDINANCE AMENDING ORDINANCE NO. 13-2708 RELATIVE TO A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE ISSUED TO THE HARRIS SCOTT HOSPITALITY GROUP D/B/A DAVANTI ENOTECA FOR THE OPERATION OF AN OUTDOOR LIQUOR CAFE LOCATED IN THE PRIVATE WALKWAY AND PUBLIC PARKING LOT ADJACENT TO THE 800 HILLGROVE AVENUE BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS TO AUTHORIZE AN AMENDED OUTDOOR LIQUOR CAFÉ SITE PLAN TO ALLOW FOR A MAXIMUM PATRON SEATING CAPACITY OF 69 SEATS AND A MAXIMUM OF 18 TABLES WITHIN THE OUTDOOR LIQUOR CAFÉ AND A NOISE POLICY FOR THE CONTINUED OPERATION OF THE OUTDOOR LIQUOR CAFÉ.**

**WHEREAS,** Davanti's Western Springs, LLC d/b/a Davanti Enoteca (Owner: Scott Harris of Scott Harris Hospitality Group) (the "Applicant/Owner") is the holder of a Village-issued Class B (Full Service Restaurant with Patron Bar) Liquor License for the operation of its restaurant within Unit 100 of the commercial building located at 800 Hillgrove Avenue, Western Springs, Illinois (the "800 Hillgrove Building"), and is also the holder of a Village-issued Class H (Outdoor Liquor Café) Liquor License for the operation of an outdoor liquor café on a portion of the private rear lot area and parking lot located on and adjacent to Unit 100 of the 800 Hillgrove Building. The interior of the restaurant and the Village-approved outdoor liquor café area are collectively referred to as the "Licensed Premises"; and

**WHEREAS,** the Applicant/Owner filed a liquor license application dated September 6, 2024 (the "Application") including the required application fees with the Village of Western Springs ("Village") requesting approval of an amended outdoor liquor café site plan to its existing Class "H" (Outdoor Liquor Cafe) Liquor License. The Applicant/Owner desires to expand the existing outdoor liquor café area, which originally was approved by the Village in 2013 for 30 patron seats, to allow for 69 patron seats on a portion of the private rear lot area and parking lot located on and adjacent to Unit 100 of the 800 Hillgrove Building (the "Expanded Licensed Premises") in conjunction with Applicant/Owner's existing restaurant located within Unit 100 of the 800 Hillgrove Building. The Application, including the Amended Outdoor Liquor Café Site Plan dated September 6, 2024, is attached hereto as **Group Exhibit "A"** and made a part hereof; and

**WHEREAS,** with the passage of Ordinance No. 13-2707 Amending Title 4, Chapter 1, Section 4-1-10A(2) of the Western Springs Village Code of 1997, as Amended, Relative to the number of Class "B" (Full Service Restaurant with a Parton Bar) Liquor License with can be Issued in the Village of Western Springs, Cook County, Illinois (Davanti's Western Springs, LLC D/B/A Davanti Enoteca at Unit 100 in the 800 Hillgrove Avenue Building) and Ordinance No. 13-2708 Amending title 4: Liquor Control ; Chapter 1: Alcoholic Liquor; Section 4-4-10A(8) of the Western Springs Village Code of 1997, as Amended Relative to the number of Class "H" (Outdoor Liquor Café) Liquor Licenses with can be issued in the Village of Western

Springs, Cook County, Illinois (Davanti's Western Springs, LLC D/B/A Davanti Enoteca at Unit 100 in the 800 Hillgrove Avenue Building) on January 28, 2013, the President and Board of Trustees of the Village approved an outdoor liquor café site plan for the Licensed Premises allowing 30 patron seats within a private walkway on the north side of the 800 Hillgrove Building. During 2020, in response to dining restrictions imposed during the COVID-19 pandemic, the Village President / Local Liquor License Commissioner issued Executive Order No. 2020-04 that allowed for a temporary increase in the patron seating at the outdoor liquor café from 30 patron seats to 86 patron seats. The temporary approvals for the operation of the expanded outdoor liquor café permitted under Executive Order 2020-04 have expired. The Applicant/Owner now requests that the Village approve the Amended Outdoor Liquor Café Site Plan, as an amendment to Ordinance No. 13-2708, to allow for the continued operation of the outdoor liquor café with a maximum patron seating capacity of 69 seats (original seating capacity of 30 patron seats on the sidewalk area plus 39 additional patron seats within the parking lot area) and a maximum of 18 tables; and

**WHEREAS**, in order to address noise complaints of adjacent property owners to the 800 Hillgrove Building relative to the outdoor liquor café operations, the Applicant/Owner has proposed to comply with a Noise Policy dated September 6, 2024, as an amendment to the Class H (Outdoor Liquor Cafe) Liquor License, that will apply to the operations of the outdoor liquor café along with the conditions of this Ordinance. A copy of the Noise Policy is attached hereto as part of **Group Exhibit "A"** and made a part hereof; and

**WHEREAS**, collectively, the relief requested by the Applicant/Owner is referred to as the "Amendments to the Class "H" (Outdoor Liquor Cafe) Liquor License"; and

**WHEREAS**, an open public meeting held on October 2, 2024, the General Government Committee (the "Committee") considered the Applicant/Owner's request for approval of the Amendments to the Class "H" (Outdoor Liquor Cafe) Liquor License, reviewed documents submitted to the Committee regarding the request and received and considered input from Village staff and provided an opportunity for public input regarding the Application. At its October 2, 2024, meeting, the Committee favorably recommended approval of the Amendments to the Class "H" (Outdoor Liquor Cafe) Liquor License; and

**WHEREAS**, an open public meeting held on October 9, 2024, the Local Liquor Control Commission (the "Commission") considered the Applicant/Owner's request for approval of the Amendments to the Class "H" (Outdoor Liquor Cafe) Liquor License, reviewed documents submitted to the Commission regarding the request and received and considered input from Village staff and provided an opportunity for public input regarding the Application. At its October 9, 2024, meeting, the Commission issued its Recommendation No. 24-06 relative to the Application and the Amendments to the Class H (Outdoor Liquor Cafe) Liquor License on that date. A copy of Recommendation No. 24-06 is incorporated by reference into this Ordinance. The Commission ***favorably recommended*** approval of the Amendments to the Class H (Outdoor Liquor Cafe) Liquor License, subject to the conditions set forth in Recommendation No. 24-06; and

**WHEREAS**, at an open public meeting held on \_\_\_\_\_, 2024, the President and Board of Trustees of the Village of Western Springs (the "Village Board") and reviewed the Application and the

proposed Amendments to the Class H (Outdoor Liquor Cafe) Liquor License and also reviewed documents submitted to the Village regarding the request and received and considered input from Village staff and provided an opportunity for public input regarding the Application. The Village Board also received and considered the recommendation of the Committee and Recommendation No. 24-06 issued by the Commission; and

**WHEREAS**, the Village Board finds that the Applicant/Owner is eligible to apply for and receive an approval of the Amendments to the Class "H" (Outdoor Liquor Cafe) Liquor License, and is also in good standing with the Village and the Local Liquor Control Commissioner; and

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

**SECTION 1: Incorporation.** Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

**SECTION 2: Authorization and Approval of Amendments to Class "H" (Outdoor Liquor Cafe) Liquor License for Amended Outdoor Liquor Café Site Plan and Noise Policy Subject to Conditions.** The President and Board of Trustees of the Village of Western Springs authorize and approve the Amendments to the Class H (Outdoor Liquor Cafe) Liquor License for the benefit of Davanti's Western Springs, LLC d/b/a Davanti Enoteca (Owner: Scott Harris of Scott Harris Hospitality Group) as follows, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 3:

- A. Davanti's Western Springs, LLC d/b/a Davanti Enoteca (Owner: Scott Harris of Scott Harris Hospitality Group) shall comply with the attached Amended Outdoor Liquor Café Site Plan (**Group Exhibit "A"**), as an amendment to Ordinance No. 13-2708, to allow for the continued operation of the outdoor liquor café with a maximum patron seating capacity of 69 seats and a maximum of 18 tables.
- B. Davanti's Western Springs, LLC d/b/a Davanti Enoteca (Owner: Scott Harris of Scott Harris Hospitality Group) shall comply with the Noise Policy dated September 6, 2024 (**Group Exhibit "A"**), as an amendment to Ordinance No. 13-2708, that will apply to the operations of the outdoor liquor café along with the conditions of this Ordinance.
- C. The Local Liquor Control Commissioner is authorized to issue an amended Class "H" (Outdoor Liquor Cafe) Liquor License Certificate, if necessary as a result of the passage of this Ordinance, to Davanti's Western Springs, LLC d/b/a Davanti Enoteca (Owner: Scott Harris of Scott Harris Hospitality Group) for the purpose of compliance with State liquor license requirements in order to continue to sell and serve alcoholic liquor as part of the operation of the outdoor liquor café within the Expanded Licenses Premises.

**SECTION 3: Conditions for Amended Class "H" (Outdoor Liquor Cafe) Liquor License and Applicant/Owner.** Davanti's Western Springs, LLC d/b/a Davanti Enoteca (Owner: Scott Harris of Scott Harris Hospitality Group) shall comply with the following conditions, which conditions must be complied with for the duration of the Liquor License (as applicable):



A. The Applicant/Owner shall comply with each of the conditions set forth in Ordinance No. 13-2708, except as amended or modified by this Ordinance.

B. The Applicant/Owner shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum \$1,000,000 coverage limits per Section 4-1-20 (Insurance Requirements) of the Municipal Code) has been purchased to cover the service to and consumption of alcoholic liquor by patrons of the Licensed Premises.

C. The Applicant/Owner shall obtain a business license from the Village for the Licensed Premises, which license shall only be issued in the event that the outdoor liquor cafe is constructed in accordance with the applicable provisions of the Western Springs Municipal Code, and in substantial conformance with the architectural and engineering design and construction plans, a copy of which is on file with the Village's Community Development Department and is incorporated herein by reference.

D. There shall be one or more on-site managers, who has applied to the Village and is qualified to serve in such capacity under the Village's Liquor Control Ordinance, physically present within the Licensed Premises at all times that alcoholic liquor is being sold or served.

E. All new, proposed on-site managers are each required to file with the Village a completed Supplemental Liquor Application signed by the proposed on-site manager that satisfies the liquor license eligibility and application requirements of the Village's Liquor Control Ordinance (Title 4). The proposed on-site managers must satisfactorily pass the required criminal background check and the required Village staff investigations. Copies of the Supplemental Liquor Application, criminal background check report and Village staff investigation reports shall be submitted to the Local Liquor Control Commissioner and the Village Attorney for review.

F. The Applicant/Owner and its on-site manager(s) shall meet periodically with the Local Liquor Control Commissioner, at their request, to discuss the retail sale, service and consumption of alcoholic liquor in the outdoor liquor café and shall provide the Commissioner with information relative to its operations upon request.

G. The Applicant/Owner and its on-site manager(s) shall comply with all of the applicable provisions of federal, State and county laws and regulations, and the Western Springs Municipal Code, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations for a Class "H" (Outdoor Liquor Cafe) Liquor License set forth at Section 4-1-9H, the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales and service of alcoholic liquor and food, the conditions set forth in this Section 3 and any other conditions or regulations imposed from time to time by the President and Board of Trustees of the Village or the Local Liquor Control Commissioner.

H. The President and Board of Trustees approve the following amendments to the Outdoor Liquor Café Site Plan and the following additional regulations relating to the operation of the outdoor liquor café:

1. All sales, service and consumption of alcoholic liquor pursuant to the Class "H" (Outdoor Liquor Café) Liquor License shall take place within the outdoor liquor cafe.
2. Alcoholic liquor shall be sold and served by the Basset/TIPS-trained wait staff who are at least 21 years old. The wait staff shall sell and serve alcoholic liquor only to patrons who are 21 years old or older and who are seated at the patron tables within the outdoor liquor cafe.
3. A **maximum patron seating capacity of 69 seats and a maximum of 18 tables** are allowed within the outdoor liquor café. The maximum seating capacity and the maximum number of tables may be increased under a modified Outdoor Liquor Café Plan, if approved by the Local

Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process.

4. Hours: The operation of the outdoor liquor café shall be permitted only for **Regular Hours Of Operation between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. The Applicant/Owner offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays.** Prior to the opening time and after the closing times listed above, patrons will be allowed to occupy the outdoor liquor café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages, except during brunch service. The Applicant/Owner shall not allow patrons to consume alcoholic beverages in the outdoor liquor café outside of the authorized hours of operation. No live entertainment shall be permitted in the outdoor liquor café.
5. The Applicant/Owner agrees that no portion of the outdoor liquor café shall be placed or operated on Village property or the public right-of-way.
6. The Applicant/Owner, at its cost, shall comply with the Village Manager's and the Village Staff's written direction relative to the installation and maintenance of a fence or exterior barrier for access to the outdoor liquor café adjacent to the private parking lot to protect against a motor vehicle from accidentally entering into the outdoor liquor café (as applicable). The Applicant/Owner, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the outdoor liquor café's location and operation, including the perimeter fence or barrier for the outdoor liquor café, that are required by the Village Manager and the Village Staff from time to time for the duration of the Class "H" (Outdoor Liquor Café) Liquor License approved under this Ordinance or any renewal of such License. The above-written direction of the Village Manager and the Village Staff and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
7. If the Applicant/Owner desires to install temporary electric lighting in the outdoor liquor café, the Village Board, in its discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the outdoor liquor café and not at surrounding properties. Extension cords shall not be permitted to lie on the ground within the outdoor liquor café so as to create a trip hazard. Any electrical equipment used within the right-of-way shall comply with current N.E.C. standards.
8. The noise from the operation of and patrons of the outdoor liquor café shall be monitored by the owner and on-site manager of the Applicant/Owner so as to not become a nuisance to surrounding property owners and to comply with the Noise Policy dated September 6, 2024 (**Group Exhibit "A"**).
9. No live music or entertainment is allowed in the outdoor liquor café, but the same music being played in the restaurant may be played through speakers in the outdoor liquor café in a manner that is not a nuisance to surrounding property owners and to comply with the Noise Policy dated September 6, 2024 (**Group Exhibit "A"**).
10. The assumed name or "doing business as" name and any related signage that is used by the Applicant/Owner shall conform to the applicable regulations of Title 4 (Liquor Control) of the Western Springs Municipal Code.

I. The President and Board of Trustees of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on the Applicant/Owner and its on-site manager(s) relative to its retail sale and service of alcoholic liquor any time during the initial license year or any time thereafter when a renewal license is in effect.

**SECTION 4: Conflicts and Repealer.** Any portion of an ordinance in conflict herewith is repealed to the extent of such conflict. Except as to the amendments heretofore mentioned, all terms, conditions and provisions set forth in Ordinance No. 13-2708 Amending title 4: Liquor Control ; Chapter 1: Alcoholic Liquor; Section 4-4-10A(8) of the Western Springs Village Code of 1997, as Amended Relative to the number of Class "H" (Outdoor Liquor Café) Liquor Licenses with can be issued in the Village of Western Springs, Cook County, Illinois (Davanti's Western Springs, LLC D/B/A Davanti Enoteca at Unit 100 in the 800 Hillgrove Avenue Building), which was approved by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, on January 28, 2013, shall remain in full force and effect

**SECTION 5: Severability and Validity.** Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

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

**PASSED** by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the \_\_\_\_ day of October, 2024, and approved by me as Village President, and attested by the Village Clerk, on the same day.

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

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

This Ordinance was published by me in pamphlet form on the \_\_\_\_ day of October, 2024.

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

**Group Exhibit "A"**

Application dated September 6, 2024,  
including the Amended Outdoor Liquor Café Site Plan dated September 6, 2024

(attached)

And

Noise Policy dated September 6, 2024

(attached)

**ACKNOWLEDGEMENT AND CONSENT  
TO THE PROVISIONS OF WESTERN SPRINGS ORDINANCE NO. 24-\_\_\_\_  
AND AGREEMENT TO COMPLY WITH AND FULFILL  
THE CONDITIONS SET FORTH ABOVE IN THIS ORDINANCE**

I, Scott Harris, have read the conditions set forth in the above-referenced Ordinance, including those contained in Section 3, and agree to be bound by the same.

**The Harris Scott Hospitality Group d/b/a Davanti Enoteca (Applicant/Owner)**

By: \_\_\_\_\_  
Scott Harris, Owner

By: \_\_\_\_\_  
Notary Public

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

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

Commission Expires: \_\_\_\_\_

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 that certain Ordinance now on file in my office, entitled:

**ORDINANCE NO. 24-\_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 13-2708 RELATIVE TO A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE ISSUED TO THE HARRIS SCOTT HOSPITALITY GROUP D/B/A DAVANTI ENOTECA FOR THE OPERATION OF AN OUTDOOR LIQUOR CAFE LOCATED IN THE PRIVATE WALKWAY AND PUBLIC PARKING LOT ADJACENT TO THE 800 HILLGROVE AVENUE BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS TO AUTHORIZE AN AMENDED OUTDOOR LIQUOR CAFÉ SITE PLAN TO ALLOW FOR A MAXIMUM PATRON SEATING CAPACITY OF 69 SEATS AND A MAXIMUM OF 18 TABLES WITHIN THE OUTDOOR LIQUOR CAFÉ AND A NOISE POLICY FOR THE CONTINUED OPERATION OF THE OUTDOOR LIQUOR CAFÉ**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the \_\_\_\_ day of October, 2024, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the \_\_\_\_ day of October, 2024.

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 October, 2024.

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

[SEAL]

**Village of Western Springs  
Temporary Use Permit For An Outdoor Liquor Café  
(Private Property Only)**

**Date of Village Board Approval:** \_\_\_\_\_, 2024  
**Applicant/Permittee/Business:** The Harris Scott Hospitality Group d/b/a Davanti Enoteca  
**Location:** Private Walkway and Certain Parking Spaces of 800 Hillgrove Avenue Parking Lot, Western Springs, Illinois  
**Permit Duration:** From the Approval Date to April 30, 2025

**Permit Conditions:**

1. **Location:** Permittee shall construct, maintain and operate the outdoor liquor café at the above location in accordance with the attached "Outdoor Liquor Café Plan" approved by the Village Board on \_\_\_\_\_, 2024, or such modified Outdoor Liquor Café Plan, as approved by the Local Liquor Control Commissioner after input from Village staff and after completion of the Village staff plan review process, and the regulations governing outdoor liquor cafes as set forth in Section 10-4-5(F) of the Western Springs Municipal Code. This Temporary Use Permit ("TUP") allows the Permittee to operate the outdoor liquor café on private property only, as provided below. A copy of the Outdoor Liquor Café Plan **dated September 6, 2024** is attached hereto as **Exhibit "A"** and made a part hereof. If a modified Outdoor Liquor Café Plan is submitted and approved, as provided for above, the modified Outdoor Liquor Café Plan will be attached to this TUP upon Village approval.
2. **Seating:** A maximum **seating capacity of sixty-nine (69) persons and a maximum of eighteen (18) tables (varying sizes per Exhibit A)** are allowed within the outdoor liquor café under the attached Outdoor Liquor Café Plan. The maximum seating capacity and the maximum number of tables may be increased under a modified Outdoor Liquor Café Plan, if approved by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process.
3. **Hours:** The operation of the outdoor liquor cafe shall be permitted only between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. Permittees offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays. Prior to the opening times and after the closing times listed in the two (2) preceding sentences, patrons will be allowed to occupy the outdoor liquor café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages. The Permittee shall not allow patrons to consume alcoholic beverages in the outdoor liquor cafe outside of the above authorized hours of operation.
4. **Prohibited Conduct:** No portion of the outdoor liquor café shall be placed or operated on Village property or the public right-of-way. No food may be stored, cooked or otherwise prepared in the Outdoor Liquor Café. There shall be no bus tubs or plate carts or racks stationed in the Outdoor Liquor Café. **No live music or entertainment shall be permitted in the outdoor liquor café, but the same music being played in the restaurant may be played through speakers in the outdoor liquor café in a manner that is not a nuisance to surrounding property owners. Additionally, the Applicant/Permittee/Business shall comply with the attached Noise Policy dated September 6,**

**2024 that shall govern the operation of the Outdoor Liquor Café. See, Noise Policy attached as Exhibit “B”.**

5. **Maintenance.** Each evening, the Outdoor Liquor Café shall be swept clean of any debris, and all tables and chairs shall be consolidated in a neat and orderly manner. **At least three (3) times per week (and when requested by the Community Development Director), the Outdoor Liquor Café shall be power-washed by Permittee to remove any food or drink residue or other debris.**
6. **Winter Conditions:** Per Section 10-4-5F of the Western Springs Municipal Code, the outdoor liquor café may operate during the months of December, January and February, upon request and approval of the Local Liquor Control Commissioner, in any calendar year, weather permitting.
7. **Exterior Barrier / Planter Plan; Safety Plan:** *Permittee shall comply with the exterior barrier / planter installation plan with anchor requirements for the outdoor liquor café, as shown on the attached Outdoor Liquor Café Plan. Any modifications to the exterior barrier / planter installation plan shall be subject to approval by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process relative to the installation and maintenance of an exterior barrier for access to the outdoor liquor café adjacent to the private parking lot to protect against a motor vehicle from accidentally entering into the outdoor liquor café (as applicable). Permittee shall also comply with any modifications to or other safety-related requirements pertaining to the Location and operation of the outdoor liquor café, including the above-mentioned exterior barrier, that are required by the Local Liquor Control Commissioner or the Village Manager and the Village staff from time to time for the duration of this Temporary Use Permit or any renewal of such Permit. Regarding the outdoor liquor café and planters:*
  - a. *The planters must be planted and maintained throughout the growing season with high quality, decorative flowers, grasses and other vegetation, and the planters may remain in place during the non-operation period (December through March), provided they are covered with evergreen materials.*
  - b. *If a planter becomes damaged, the damaged planter shall be replaced prior to continued operation of outdoor dining.*
  - c. *If the planters must be moved or stored off-site at the request of the Village for whatever reason (i.e., utility maintenance or access), it shall be the sole responsibility of the Permittee, at its cost, to comply with the Village’s request to move, store or otherwise relocate the planter(s) within ten (10) calendar days from receipt of written notice from the Village.*
8. **Umbrellas and Exterior Lights and Other Equipment for Outdoor Café:** Permittee shall comply with the following:
  - a. Umbrellas located within the outdoor café shall be secured to heavy anchor bases.
  - b. Use of portable propane heaters that are UL approved and include automatic shut off and tilt over protection features are allowed.
  - c. Lighting shall comply with the applicable Village Code provisions. Use of extension cords shall not be permitted to lay on the ground so as to create a trip hazard. Any electrical equipment shall comply with current N.E.C. standards. Maintenance of an overhead lighting ceiling and associated support posts (as shown on the attached photo and site plan) in accordance with applicable illumination standards.
  - d. If the Applicant/Owner desires to install temporary electric lighting in the outdoor liquor café, the Village Board, in its discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the



- lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the outdoor liquor café and not at surrounding properties.
- e. Extension cords shall not be permitted to lie on the ground within the outdoor liquor café so as to create a trip hazard. Any electrical equipment used within the public right-of-way shall comply with current N.E.C. standards.
  - f. After the approval of this TUP by the Village Board, the Village-approved Outdoor Liquor Café Plan may be altered or amended at any time at the direction of the Village President (Local Liquor Control Commissioner), the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Village-approved Outdoor Liquor Café Plan that are required by the Village President (Local Liquor Control Commissioner), the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development.
8. **Alcohol:** Retail sale, service and consumption of alcoholic liquor within the outdoor liquor café shall be in accordance with **Western Springs Ordinance No. 13-2708** (Approval of a Class "H" (Outdoor Liquor Cafe) Liquor License) **dated January 28, 2013**, including each of the conditions set forth in the Ordinance, which is incorporated into this TUP by reference, as well as the other applicable provisions of the Western Springs Liquor Control Ordinance.
9. **Release, Hold Harmless and Indemnification:**
- a. **Release Of Claims:** Permittee agrees to waive and relinquish any and all claims, demands or causes of action of any kind, including, but not limited to personal injuries, illness or death, economic and non-economic damages or losses of any kind, that it or its owners, members, officers, employees, volunteers, customers, and agents may have against the Village of Western Springs and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers, and volunteers arising out of, connected with, or in any way associated with this Temporary Use Permit or the use or operation of the Permittee's business or the outdoor café.
  - b. **Risk Of Injury:** Permittee assumes the full risk of injuries, illness, death, damages or losses of any kind, which it or its owners, employees, customers or members of the public may sustain in any way in, on or about the Permittee's business or the outdoor café.
  - c. **Indemnity and Defense:** Permittee agrees to protect, indemnify, save and hold forever harmless and defend the Village of Western Springs and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers, and volunteers from and against any and all liabilities, obligations, claims, injuries, illness, death, economic and non-economic damages or losses of any kind, penalties, causes of action, costs and expenses brought by any person, including Permittee and its owners, members, officers, officials, employees, contractors, subcontractors, volunteers, customers and agents, arising out of, connected with, or in any way associated with the approval, existence, use or operation of this Temporary Use Permit or the use or operation of the Permittee's business or the outdoor café.
10. **Insurance:** During the term of this TUP, Permittee agrees to have the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents named as additional insureds on its insurance policies related to the operation of the Business and the outdoor liquor cafe for the purposes stated herein. Permittee

shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

- a. Comprehensive General Liability (\$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate).
- b. Umbrella Coverage (\$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate).
- c. Workers Compensation – Statutory.
- d. Dram Shop Coverage – Statutory (or at least \$1,000,000.00 minimum limit per Section 4-1-20 (Insurance Requirements) of the Municipal Code).

Permittee shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide". Said certificates shall list the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents as additional insureds on all required insurance policies. The insurance coverage of Permittee shall be primary to the Village's own insurance. The certificates shall provide for a thirty (30) day written notice to the Village in the event of cancellation or material change of coverage.

11. **Reimbursement of Village for Special Costs:** The Village reserves the right to charge the Permittee for special municipal services, such as police, fire, emergency medical services, and public works personnel and services, that are necessary to protect the health, welfare and safety of the public and those individuals who attend the outdoor liquor café or to clean up and dispose of any debris, litter or waste caused by the outdoor liquor cafe, in the case where the Permittee fails to perform its obligations in that regard. Upon execution of this TUP, the Permittee agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the outdoor liquor cafe. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.
12. **Compliance with Applicable Laws and Regulations.** All of the improvements and activities at the Location shall comply with the applicable provisions of federal, State, county and local laws and regulations, including the Western Springs Municipal Code and all accessibility regulations (i.e., the ADA, Illinois Accessibility Code, etc.).

**IN WITNESS WHEREOF**, this Temporary Use Permit is effective on the date the last signatory signs below, which date shall be inserted on page 1 hereof.

**VILLAGE OF WESTERN SPRINGS**

**APPLICANT / PERMITTEE**

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

By: \_\_\_\_\_  
Name: Scott Harris  
Title: Authorized Corporate Officer / Owner

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

**Issuance Date of Outdoor Liquor Café Occupancy Permit:** \_\_\_\_\_, 2024

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

Draft

**Exhibit "A"**

**Outdoor Liquor Café Plan  
dated September 6, 2024**

(attached)

Draft

**Exhibit “B”**

**Noise Policy dated September 6, 2024**

(attached)

Draft

**ORDINANCE NO. 24-**\_\_\_\_\_

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

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

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

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

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

**DATE:** December 16, 2024.

**OTHER:** Roll Call Vote.

**AN ORDINANCE AMENDING ORDINANCE NO. 13-2708 RELATIVE TO A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE ISSUED TO THE HARRIS SCOTT HOSPITALITY GROUP D/B/A DAVANTI ENOTECA FOR THE OPERATION OF AN OUTDOOR LIQUOR CAFE LOCATED IN THE PRIVATE WALKWAY AND PUBLIC PARKING LOT ADJACENT TO THE 800 HILLGROVE AVENUE BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS TO AUTHORIZE AN AMENDED OUTDOOR LIQUOR CAFÉ SITE PLAN TO ALLOW FOR A MAXIMUM PATRON SEATING CAPACITY OF 68 SEATS AND A MAXIMUM OF 20 TABLES WITHIN THE OUTDOOR LIQUOR CAFÉ AND A NOISE POLICY FOR THE CONTINUED OPERATION OF THE OUTDOOR LIQUOR CAFÉ.**

**WHEREAS,** Davanti's Western Springs, LLC d/b/a Davanti Enoteca (Owner: Scott Harris of Scott Harris Hospitality Group) (the "Applicant/Owner") is the holder of a Village-issued Class B (Full Service Restaurant with Patron Bar) Liquor License for the operation of its restaurant within Unit 100 of the commercial building located at 800 Hillgrove Avenue, Western Springs, Illinois (the "800 Hillgrove Building"), and is also the holder of a Village-issued Class H (Outdoor Liquor Café) Liquor License for the operation of an outdoor liquor café on a portion of the private rear lot area and parking lot located on and adjacent to Unit 100 of the 800 Hillgrove Building. The interior of the restaurant and the Village-approved outdoor liquor café area are collectively referred to as the "Licensed Premises"; and

**WHEREAS,** the Applicant/Owner filed a liquor license application dated September 6, 2024 (the "Application") including the required application fees with the Village of Western Springs ("Village") requesting approval of an amended outdoor liquor café site plan to its existing Class "H" (Outdoor Liquor Cafe) Liquor License. The Applicant/Owner desires to expand the existing outdoor liquor café area, which originally was approved by the Village in 2013 for 30 patron seats, to allow for 68 patron seats on a portion of the private rear lot area and parking lot located on and adjacent to Unit 100 of the 800 Hillgrove Building (the "Expanded Licensed Premises") in conjunction with Applicant/Owner's existing restaurant located within Unit 100 of the 800 Hillgrove Building. The Application, including the Amended Outdoor Liquor Café Site Plan dated September 6, 2024, is attached hereto as **Group Exhibit "A"** and made a part hereof; and

**WHEREAS,** with the passage of Ordinance No. 13-2707 Amending Title 4, Chapter 1, Section 4-1-10A(2) of the Western Springs Village Code of 1997, as Amended, Relative to the number of Class "B" (Full Service Restaurant with a Parton Bar) Liquor License with can be Issued in the Village of Western Springs, Cook County, Illinois (Davanti's Western Springs, LLC D/B/A Davanti Enoteca at Unit 100 in the 800 Hillgrove Avenue Building) and Ordinance No. 13-2708 Amending title 4: Liquor Control ; Chapter 1: Alcoholic Liquor; Section 4-4-10A(8) of the Western Springs Village Code of 1997, as Amended Relative to the number of Class "H" (Outdoor Liquor Café) Liquor Licenses with can be issued in the Village of Western

Springs, Cook County, Illinois (Davanti's Western Springs, LLC D/B/A Davanti Enoteca at Unit 100 in the 800 Hillgrove Avenue Building) on January 28, 2013, the President and Board of Trustees of the Village approved an outdoor liquor café site plan for the Licensed Premises allowing 30 patron seats within a private walkway on the north side of the 800 Hillgrove Building. During 2020, in response to dining restrictions imposed during the COVID-19 pandemic, the Village President / Local Liquor License Commissioner issued Executive Order No. 2020-04 that allowed for a temporary increase in the patron seating at the outdoor liquor café from 30 patron seats to 86 patron seats. The temporary approvals for the operation of the expanded outdoor liquor café permitted under Executive Order 2020-04 have expired. The Applicant/Owner now requests that the Village approve the Amended Outdoor Liquor Café Site Plan, as an amendment to Ordinance No. 13-2708, to allow for the continued operation of the outdoor liquor café with a maximum patron seating capacity of 68 seats (original seating capacity of 30 patron seats on the sidewalk area plus 38 additional patron seats within the parking lot area) and a maximum of 20 tables; and

**WHEREAS**, in order to address noise complaints of adjacent property owners to the 800 Hillgrove Building relative to the outdoor liquor café operations, the Applicant/Owner has proposed to comply with a Noise Policy dated September 6, 2024, as an amendment to the Class H (Outdoor Liquor Cafe) Liquor License, that will apply to the operations of the outdoor liquor café along with the conditions of this Ordinance. A copy of the Noise Policy is attached hereto as part of **Group Exhibit "A"** and made a part hereof; and

**WHEREAS**, collectively, the relief requested by the Applicant/Owner is referred to as the "Amendments to the Class "H" (Outdoor Liquor Cafe) Liquor License"; and

**WHEREAS**, an open public meeting held on October 2, 2024, the General Government Committee (the "Committee") considered the Applicant/Owner's request for approval of the Amendments to the Class "H" (Outdoor Liquor Cafe) Liquor License, reviewed documents submitted to the Committee regarding the request and received and considered input from Village staff and provided an opportunity for public input regarding the Application. At its October 2, 2024, meeting, the Committee favorably recommended approval of the Amendments to the Class "H" (Outdoor Liquor Cafe) Liquor License; and

**WHEREAS**, an open public meeting held on October 9, 2024, the Local Liquor Control Commission (the "Commission") considered the Applicant/Owner's request for approval of the Amendments to the Class "H" (Outdoor Liquor Cafe) Liquor License, reviewed documents submitted to the Commission regarding the request and received and considered input from Village staff and provided an opportunity for public input regarding the Application. At its October 9, 2024, meeting, the Commission issued its Recommendation No. 24-06 relative to the Application and the Amendments to the Class H (Outdoor Liquor Cafe) Liquor License on that date. A copy of Recommendation No. 24-06 is incorporated by reference into this Ordinance. The Commission favorably recommended approval of the Amendments to the Class H (Outdoor Liquor Cafe) Liquor License, subject to the conditions set forth in Recommendation No. 24-06; and

**WHEREAS**, at an open public meeting held on December 16, 2024, the President and Board of Trustees of the Village of Western Springs (the "Village Board") and reviewed the Application and the

proposed Amendments to the Class H (Outdoor Liquor Cafe) Liquor License and also reviewed documents submitted to the Village regarding the request and received and considered input from Village staff and provided an opportunity for public input regarding the Application. The Village Board also received and considered the recommendation of the Committee and Recommendation No. 24-06 issued by the Commission; and

**WHEREAS**, the Village Board finds that the Applicant/Owner is eligible to apply for and receive an approval of the Amendments to the Class "H" (Outdoor Liquor Cafe) Liquor License, and is also in good standing with the Village and the Local Liquor Control Commissioner; and

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

**SECTION 1: Incorporation.** Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

**SECTION 2: Authorization and Approval of Amendments to Class "H" (Outdoor Liquor Cafe) Liquor License for Amended Outdoor Liquor Café Site Plan and Noise Policy Subject to Conditions.** The President and Board of Trustees of the Village of Western Springs authorize and approve the Amendments to the Class H (Outdoor Liquor Cafe) Liquor License for the benefit of Davanti's Western Springs, LLC d/b/a Davanti Enoteca (Owner: Scott Harris of Scott Harris Hospitality Group) as follows, **SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 3:**

- A. Davanti's Western Springs, LLC d/b/a Davanti Enoteca (Owner: Scott Harris of Scott Harris Hospitality Group) shall comply with the attached Amended Outdoor Liquor Café Site Plan (**Group Exhibit "A"**), as an amendment to Ordinance No. 13-2708, to allow for the continued operation of the outdoor liquor café with a maximum patron seating capacity of 68 seats and a maximum of 20 tables.
- B. Davanti's Western Springs, LLC d/b/a Davanti Enoteca (Owner: Scott Harris of Scott Harris Hospitality Group) shall comply with the Noise Policy dated September 6, 2024 (**Group Exhibit "A"**), as an amendment to Ordinance No. 13-2708, that will apply to the operations of the outdoor liquor café along with the conditions of this Ordinance.
- C. The Local Liquor Control Commissioner is authorized to issue an amended Class "H" (Outdoor Liquor Cafe) Liquor License Certificate, if necessary as a result of the passage of this Ordinance, to Davanti's Western Springs, LLC d/b/a Davanti Enoteca (Owner: Scott Harris of Scott Harris Hospitality Group) for the purpose of compliance with State liquor license requirements in order to continue to sell and serve alcoholic liquor as part of the operation of the outdoor liquor café within the Expanded Licenses Premises.

**SECTION 3: Conditions for Amended Class "H" (Outdoor Liquor Cafe) Liquor License and Applicant/Owner.** Davanti's Western Springs, LLC d/b/a Davanti Enoteca (Owner: Scott Harris of Scott Harris Hospitality Group) shall comply with the following conditions, which conditions must be complied with for the duration of the Liquor License (as applicable):



A. The Applicant/Owner shall comply with each of the conditions set forth in Ordinance No. 13-2708, except as amended or modified by this Ordinance.

B. The Applicant/Owner shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum \$1,000,000 coverage limits per Section 4-1-20 (Insurance Requirements) of the Municipal Code) has been purchased to cover the service to and consumption of alcoholic liquor by patrons of the Licensed Premises.

C. The Applicant/Owner shall obtain a business license from the Village for the Licensed Premises, which license shall only be issued in the event that the outdoor liquor cafe is constructed in accordance with the applicable provisions of the Western Springs Municipal Code, and in substantial conformance with the architectural and engineering design and construction plans, a copy of which is on file with the Village's Community Development Department and is incorporated herein by reference.

D. There shall be one or more on-site managers, who has applied to the Village and is qualified to serve in such capacity under the Village's Liquor Control Ordinance, physically present within the Licensed Premises at all times that alcoholic liquor is being sold or served.

E. All new, proposed on-site managers are each required to file with the Village a completed Supplemental Liquor Application signed by the proposed on-site manager that satisfies the liquor license eligibility and application requirements of the Village's Liquor Control Ordinance (Title 4). The proposed on-site managers must satisfactorily pass the required criminal background check and the required Village staff investigations. Copies of the Supplemental Liquor Application, criminal background check report and Village staff investigation reports shall be submitted to the Local Liquor Control Commissioner and the Village Attorney for review.

F. The Applicant/Owner and its on-site manager(s) shall meet periodically with the Local Liquor Control Commissioner, at their request, to discuss the retail sale, service and consumption of alcoholic liquor in the outdoor liquor café and shall provide the Commissioner with information relative to its operations upon request.

G. The Applicant/Owner and its on-site manager(s) shall comply with all of the applicable provisions of federal, State and county laws and regulations, and the Western Springs Municipal Code, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations for a Class "H" (Outdoor Liquor Cafe) Liquor License set forth at Section 4-1-9H, the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales and service of alcoholic liquor and food, the conditions set forth in this Section 3 and any other conditions or regulations imposed from time to time by the President and Board of Trustees of the Village or the Local Liquor Control Commissioner.

H. The President and Board of Trustees approve the following amendments to the Outdoor Liquor Café Site Plan and the following additional regulations relating to the operation of the outdoor liquor café:

1. All sales, service and consumption of alcoholic liquor pursuant to the Class "H" (Outdoor Liquor Café) Liquor License shall take place within the outdoor liquor cafe.
2. Alcoholic liquor shall be sold and served by the Basset/TIPS-trained wait staff who are at least 21 years old. The wait staff shall sell and serve alcoholic liquor only to patrons who are 21 years old or older and who are seated at the patron tables within the outdoor liquor cafe.
3. A **maximum patron seating capacity of 68 seats and a maximum of 20 tables** are allowed within the outdoor liquor café. The maximum seating capacity and the maximum number of tables may be increased under a modified Outdoor Liquor Café Plan, if approved by the Local

Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process.

4. Hours: The operation of the outdoor liquor café shall be permitted only for **Regular Hours Of Operation between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. The Applicant/Owner offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays.** Prior to the opening time and after the closing times listed above, patrons will be allowed to occupy the outdoor liquor café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages, except during brunch service. The Applicant/Owner shall not allow patrons to consume alcoholic beverages in the outdoor liquor café outside of the authorized hours of operation. No live entertainment shall be permitted in the outdoor liquor café.
5. The Applicant/Owner agrees that no portion of the outdoor liquor café shall be placed or operated on Village property or the public right-of-way.
6. The Applicant/Owner, at its cost, shall comply with the Village Manager's and the Village Staff's written direction relative to the installation and maintenance of a fence or exterior barrier for access to the outdoor liquor café adjacent to the private parking lot to protect against a motor vehicle from accidentally entering into the outdoor liquor café (as applicable). The Applicant/Owner, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the outdoor liquor café's location and operation, including the perimeter fence or barrier for the outdoor liquor café, that are required by the Village Manager and the Village Staff from time to time for the duration of the Class "H" (Outdoor Liquor Café) Liquor License approved under this Ordinance or any renewal of such License. The above-written direction of the Village Manager and the Village Staff and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
7. If the Applicant/Owner desires to install temporary electric lighting in the outdoor liquor café, the Village Board, in its discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the outdoor liquor café and not at surrounding properties. Extension cords shall not be permitted to lie on the ground within the outdoor liquor café so as to create a trip hazard. Any electrical equipment used within the right-of-way shall comply with current N.E.C. standards.
8. The noise from the operation of and patrons of the outdoor liquor café shall be monitored by the owner and on-site manager of the Applicant/Owner so as to not become a nuisance to surrounding property owners and to comply with the Noise Policy dated September 6, 2024 (**Group Exhibit "A"**).
9. No live music or entertainment is allowed in the outdoor liquor café, but the same music being played in the restaurant may be played through speakers in the outdoor liquor café in a manner that is not a nuisance to surrounding property owners and to comply with the Noise Policy dated September 6, 2024 (**Group Exhibit "A"**).
10. The assumed name or "doing business as" name and any related signage that is used by the Applicant/Owner shall conform to the applicable regulations of Title 4 (Liquor Control) of the Western Springs Municipal Code.

I. The President and Board of Trustees of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on the Applicant/Owner and its on-site manager(s) relative to its retail sale and service of alcoholic liquor any time during the initial license year or any time thereafter when a renewal license is in effect.

**SECTION 4: Conflicts and Repealer.** Any portion of an ordinance in conflict herewith is repealed to the extent of such conflict. Except as to the amendments heretofore mentioned, all terms, conditions and provisions set forth in Ordinance No. 13-2708 Amending title 4: Liquor Control ; Chapter 1: Alcoholic Liquor; Section 4-4-10A(8) of the Western Springs Village Code of 1997, as Amended Relative to the number of Class "H" (Outdoor Liquor Café) Liquor Licenses with can be issued in the Village of Western Springs, Cook County, Illinois (Davanti's Western Springs, LLC D/B/A Davanti Enoteca at Unit 100 in the 800 Hillgrove Avenue Building), which was approved by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, on January 28, 2013, shall remain in full force and effect

**SECTION 5: Severability and Validity.** Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

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

**PASSED** by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the \_\_\_\_ day of October, 2024, and approved by me as Village President, and attested by the Village Clerk, on the same day.

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

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

This Ordinance was published by me in pamphlet form on the \_\_\_\_ day of October, 2024.

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

**Group Exhibit "A"**

Application dated September 6, 2024,  
including the Amended Outdoor Liquor Café Site Plan dated September 6, 2024

(attached)

And

Noise Policy dated September 6, 2024

(attached)

**ACKNOWLEDGEMENT AND CONSENT  
TO THE PROVISIONS OF WESTERN SPRINGS ORDINANCE NO. 24-\_\_\_\_  
AND AGREEMENT TO COMPLY WITH AND FULFILL  
THE CONDITIONS SET FORTH ABOVE IN THIS ORDINANCE**

I, Scott Harris, have read the conditions set forth in the above-referenced Ordinance, including those contained in Section 3, and agree to be bound by the same.

**The Harris Scott Hospitality Group d/b/a Davanti Enoteca (Applicant/Owner)**

By: \_\_\_\_\_  
Scott Harris, Owner

By: \_\_\_\_\_  
Notary Public

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

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

Commission Expires: \_\_\_\_\_

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 that certain Ordinance now on file in my office, entitled:

**ORDINANCE NO. 24-\_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 13-2708 RELATIVE TO A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE ISSUED TO THE HARRIS SCOTT HOSPITALITY GROUP D/B/A DAVANTI ENOTECA FOR THE OPERATION OF AN OUTDOOR LIQUOR CAFE LOCATED IN THE PRIVATE WALKWAY AND PUBLIC PARKING LOT ADJACENT TO THE 800 HILLGROVE AVENUE BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS TO AUTHORIZE AN AMENDED OUTDOOR LIQUOR CAFÉ SITE PLAN TO ALLOW FOR A MAXIMUM PATRON SEATING CAPACITY OF 68 SEATS AND A MAXIMUM OF 20 TABLES WITHIN THE OUTDOOR LIQUOR CAFÉ AND A NOISE POLICY FOR THE CONTINUED OPERATION OF THE OUTDOOR LIQUOR CAFÉ**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the \_\_\_\_ day of October, 2024, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the \_\_\_\_ day of October, 2024.

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 October, 2024.

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

[SEAL]

**Village of Western Springs  
Temporary Use Permit For An Outdoor Liquor Café  
(Private Property Only)**

**Date of Village Board Approval:** December 16\_, 2024  
**Applicant/Permittee/Business:** The Harris Scott Hospitality Group d/b/a Davanti Enoteca  
**Location:** Private Walkway and Certain Parking Spaces of 800 Hillgrove Avenue Parking Lot, Western Springs, Illinois  
**Permit Duration:** From the Approval Date to April 30, 2025

**Permit Conditions:**

1. **Location:** Permittee shall construct, maintain and operate the outdoor liquor café at the above location in accordance with the attached "Outdoor Liquor Café Plan" approved by the Village Board on **December 16, 2024**, or such modified Outdoor Liquor Café Plan, as approved by the Local Liquor Control Commissioner after input from Village staff and after completion of the Village staff plan review process, and the regulations governing outdoor liquor cafes as set forth in Section 10-4-5(F) of the Western Springs Municipal Code. This Temporary Use Permit ("TUP") allows the Permittee to operate the outdoor liquor café on private property only, as provided below. A copy of the Outdoor Liquor Café Plan **dated September 6, 2024** is attached hereto as **Exhibit "A"** and made a part hereof. If a modified Outdoor Liquor Café Plan is submitted and approved, as provided for above, the modified Outdoor Liquor Café Plan will be attached to this TUP upon Village approval.
2. **Seating:** A maximum **seating capacity of sixty-eight (68) persons and a maximum of twenty (20) tables (varying sizes per Exhibit A)** are allowed within the outdoor liquor café under the attached Outdoor Liquor Café Plan. The maximum seating capacity and the maximum number of tables may be increased under a modified Outdoor Liquor Café Plan, if approved by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process.
3. **Hours:** The operation of the outdoor liquor cafe shall be permitted only between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. Permittees offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays. Prior to the opening times and after the closing times listed in the two (2) preceding sentences, patrons will be allowed to occupy the outdoor liquor café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages. The Permittee shall not allow patrons to consume alcoholic beverages in the outdoor liquor cafe outside of the above authorized hours of operation.
4. **Prohibited Conduct:** No portion of the outdoor liquor café shall be placed or operated on Village property or the public right-of-way. No food may be stored, cooked or otherwise prepared in the Outdoor Liquor Café. There shall be no bus tubs or plate carts or racks stationed in the Outdoor Liquor Café. **No live music or entertainment shall be permitted in the outdoor liquor café, but the same music being played in the restaurant may be played through speakers in the outdoor liquor café in a manner that is not a nuisance to surrounding property owners. Additionally, the Applicant/Permittee/Business shall comply with the attached Noise Policy dated September 6,**

**2024 that shall govern the operation of the Outdoor Liquor Café. See, Noise Policy attached as Exhibit “B”.**

5. **Maintenance.** Each evening, the Outdoor Liquor Café shall be swept clean of any debris, and all tables and chairs shall be consolidated in a neat and orderly manner. **At least three (3) times per week (and when requested by the Community Development Director), the Outdoor Liquor Café shall be power-washed by Permittee to remove any food or drink residue or other debris.**
6. **Winter Conditions:** Per Section 10-4-5F of the Western Springs Municipal Code, the outdoor liquor café may operate during the months of December, January and February, upon request and approval of the Local Liquor Control Commissioner, in any calendar year, weather permitting.
7. **Exterior Barrier / Planter Plan; Safety Plan:** *Permittee shall comply with the exterior barrier / planter installation plan with anchor requirements for the outdoor liquor café, as shown on the attached Outdoor Liquor Café Plan. Any modifications to the exterior barrier / planter installation plan shall be subject to approval by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process relative to the installation and maintenance of an exterior barrier for access to the outdoor liquor café adjacent to the private parking lot to protect against a motor vehicle from accidentally entering into the outdoor liquor café (as applicable). Permittee shall also comply with any modifications to or other safety-related requirements pertaining to the Location and operation of the outdoor liquor café, including the above-mentioned exterior barrier, that are required by the Local Liquor Control Commissioner or the Village Manager and the Village staff from time to time for the duration of this Temporary Use Permit or any renewal of such Permit. Regarding the outdoor liquor café and planters:*
  - a. *The planters must be planted and maintained throughout the growing season with high quality, decorative flowers, grasses and other vegetation, and the planters may remain in place during the non-operation period (December through March), provided they are covered with evergreen materials.*
  - b. *If a planter becomes damaged, the damaged planter shall be replaced prior to continued operation of outdoor dining.*
  - c. *If the planters must be moved or stored off-site at the request of the Village for whatever reason (i.e., utility maintenance or access), it shall be the sole responsibility of the Permittee, at its cost, to comply with the Village’s request to move, store or otherwise relocate the planter(s) within ten (10) calendar days from receipt of written notice from the Village.*
8. **Umbrellas and Exterior Lights and Other Equipment for Outdoor Café:** Permittee shall comply with the following:
  - a. Umbrellas located within the outdoor café shall be secured to heavy anchor bases.
  - b. Use of portable propane heaters that are UL approved and include automatic shut off and tilt over protection features are allowed.
  - c. Lighting shall comply with the applicable Village Code provisions. Use of extension cords shall not be permitted to lay on the ground so as to create a trip hazard. Any electrical equipment shall comply with current N.E.C. standards. Maintenance of an overhead lighting ceiling and associated support posts (as shown on the attached photo and site plan) in accordance with applicable illumination standards.
  - d. If the Applicant/Owner desires to install temporary electric lighting in the outdoor liquor café, the Village Board, in its discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the



- lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the outdoor liquor café and not at surrounding properties.
- e. Extension cords shall not be permitted to lie on the ground within the outdoor liquor café so as to create a trip hazard. Any electrical equipment used within the public right-of-way shall comply with current N.E.C. standards.
  - f. After the approval of this TUP by the Village Board, the Village-approved Outdoor Liquor Café Plan may be altered or amended at any time at the direction of the Village President (Local Liquor Control Commissioner), the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Village-approved Outdoor Liquor Café Plan that are required by the Village President (Local Liquor Control Commissioner), the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development.
8. **Alcohol:** Retail sale, service and consumption of alcoholic liquor within the outdoor liquor café shall be in accordance with **Western Springs Ordinance No. 13-2708** (Approval of a Class "H" (Outdoor Liquor Cafe) Liquor License) **dated January 28, 2013**, including each of the conditions set forth in the Ordinance, which is incorporated into this TUP by reference, as well as the other applicable provisions of the Western Springs Liquor Control Ordinance.
9. **Release, Hold Harmless and Indemnification:**
- a. **Release Of Claims:** Permittee agrees to waive and relinquish any and all claims, demands or causes of action of any kind, including, but not limited to personal injuries, illness or death, economic and non-economic damages or losses of any kind, that it or its owners, members, officers, employees, volunteers, customers, and agents may have against the Village of Western Springs and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers, and volunteers arising out of, connected with, or in any way associated with this Temporary Use Permit or the use or operation of the Permittee's business or the outdoor café.
  - b. **Risk Of Injury:** Permittee assumes the full risk of injuries, illness, death, damages or losses of any kind, which it or its owners, employees, customers or members of the public may sustain in any way in, on or about the Permittee's business or the outdoor café.
  - c. **Indemnity and Defense:** Permittee agrees to protect, indemnify, save and hold forever harmless and defend the Village of Western Springs and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers, and volunteers from and against any and all liabilities, obligations, claims, injuries, illness, death, economic and non-economic damages or losses of any kind, penalties, causes of action, costs and expenses brought by any person, including Permittee and its owners, members, officers, officials, employees, contractors, subcontractors, volunteers, customers and agents, arising out of, connected with, or in any way associated with the approval, existence, use or operation of this Temporary Use Permit or the use or operation of the Permittee's business or the outdoor café.
10. **Insurance:** During the term of this TUP, Permittee agrees to have the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents named as additional insureds on its insurance policies related to the operation of the Business and the outdoor liquor cafe for the purposes stated herein. Permittee

shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

- a. Comprehensive General Liability (\$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate).
- b. Umbrella Coverage (\$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate).
- c. Workers Compensation – Statutory.
- d. Dram Shop Coverage – Statutory (or at least \$1,000,000.00 minimum limit per Section 4-1-20 (Insurance Requirements) of the Municipal Code).

Permittee shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide". Said certificates shall list the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents as additional insureds on all required insurance policies. The insurance coverage of Permittee shall be primary to the Village's own insurance. The certificates shall provide for a thirty (30) day written notice to the Village in the event of cancellation or material change of coverage.

11. **Reimbursement of Village for Special Costs:** The Village reserves the right to charge the Permittee for special municipal services, such as police, fire, emergency medical services, and public works personnel and services, that are necessary to protect the health, welfare and safety of the public and those individuals who attend the outdoor liquor café or to clean up and dispose of any debris, litter or waste caused by the outdoor liquor cafe, in the case where the Permittee fails to perform its obligations in that regard. Upon execution of this TUP, the Permittee agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the outdoor liquor cafe. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.
12. **Compliance with Applicable Laws and Regulations.** All of the improvements and activities at the Location shall comply with the applicable provisions of federal, State, county and local laws and regulations, including the Western Springs Municipal Code and all accessibility regulations (i.e., the ADA, Illinois Accessibility Code, etc.).

**IN WITNESS WHEREOF**, this Temporary Use Permit is effective on the date the last signatory signs below, which date shall be inserted on page 1 hereof.

**VILLAGE OF WESTERN SPRINGS**

**APPLICANT / PERMITTEE**

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

By: \_\_\_\_\_  
Name: Scott Harris  
Title: Authorized Corporate Officer / Owner

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

**Issuance Date of Outdoor Liquor Café Occupancy Permit:** \_\_\_\_\_, 2024

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

Draft

**Exhibit "A"**

**Outdoor Liquor Café Plan  
dated September 6, 2024**

(attached)

Draft

**Exhibit “B”**

**Noise Policy dated September 6, 2024**

(attached)

Draft



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: December 2, 2024

#### AGENDA ITEM 11.A.

**To:** Board of Trustees

**From:** Ellen Baer, Village Manager, John Mastandona, Director of Finance, Casey Biernacki, Deputy Village Manager

**CC:**

**RE:** Referendum to Issue General Obligation Bonds to Fund Infrastructure

---

#### **Recommendation**

The Finance Committee recommends a General Obligation bond of \$45 million be considered by the Village Board for placement on the April, 2025 local election ballot.

#### **Summary**

##### **Background**

The completion of the Capital Infrastructure Plan provided the Village with a comprehensive assessment of all Village infrastructure. This resulted in a detailed list of high priority critical infrastructure projects totaling over \$200 million required over the next 30-40 years. A multifaceted funding approach is necessary to provide short-term and long-term funding for critical infrastructure and establish a roadmap to begin to tackle the aging infrastructure throughout the community.

The Capital Infrastructure Plan outlines dozens of critical infrastructure projects that require roadway, water, sewer, and sidewalk improvements and that current revenue sources cannot maintain. The Village has historically used General Obligation bonds, approved by referendum, to fund large-scale roadway construction projects. As a non-home rule community, General Obligation bonds must be approved by a majority of voters during an election, as it directly impacts property taxes. Funds from the \$12 million 2016 roadway referendum were exhausted in 2024 and consideration of a referendum is recommended for April 2025. To meet the most critical needs of the community, it is anticipated that a bond to fund the next 7-10 years of projects is needed at this time. The 7-10 year timeframe is established by the General Obligation bond requirement that debt is to be issued within 7 years, with all monies spent within 10 years.

This item was reviewed by the Finance Committee on November 18, 2024. The proposed referendum question is recommended to allow for the bond issuance to pay for all types of critical infrastructure, in lieu of only focusing on only roadway construction. The Capital Infrastructure Plan Project Recommendations and identified a preliminary ten-year plan that totals an estimated \$67 Million, assuming two (2) projects per year. Staff does not recommend pursuing the full \$67 million based on the financial analysis as outlined below as well as the significant resources required to execute the engineering, bids, contracting, construction oversight required.

##### **Financial Analysis**

Non-Home rule municipalities are subject to a statutory debt limit under the Illinois Municipal Code. The debt limit is generally 8.625% of the municipality's equalized assessed valuation (EAV) of taxable property within the municipality. The debt limit margin refers to the difference between the municipality's current debt level

and its maximum permissible debt capacity under the applicable legal limits. The debt margin is critical in determining how much additional borrowing can be undertaken. Here are the current statistics for Western Springs:

- **Equalized Assessed Valuation (EAV):** \$1,009,306,112
- **Debt Limit:** \$87,052,652
- **Outstanding General Obligation Debt:** \$14,635,000
- **Debt Margin:** \$72,417,652 - Maximum additional borrowing available to the Village

1. **Available Borrowing Capacity:** The current debt margin provides the Village with the ability to issue additional General Obligation bonds without exceeding its legal debt limit. Currently, the debt margin is \$72,417,652. Any amount of debt issuance in the near term would impact the debt margin for the term of the issuance. (ie. a 20-year term bond would impact the debt margin for twenty (20) years, although the amount of impact changes as payments are made and principal is paid). In short, issuing \$67 million in 2025 would vastly limit the amount available for consideration in a future referendum, 7-10 years from now. Steady progress in capital projects balanced with manageable debt margins is ideal.
2. **Credit Rating and Market Access:** The municipality's credit rating plays a key role in its ability to issue bonds at favorable interest rates. The last credit rating of the Village, completed by Moody's in August 2021, resulted in a bond rating of Aa2. As stated by Moody's, the rating reflects the steady growth in the Village's mature tax base, its demonstrated history of sound financial operations, and a moderate debt burden obligation subject to aggressive retirement. The Village has always placed a high importance on its credit rating, as it plays a vital role in the ability to secure funding at lower costs. Debt levels impact the credit rating, and balancing the total amount of debt the Village carries in relation to its assessed valuation is extremely important.
3. **Impact on Property Taxes:** General Obligation bonds are backed by a municipality's full taxing power, which means, if approved, the funds to repay the debt are collected from Property Taxes. The current annual debt service for the outstanding debt of \$14,635,000 is \$1,531,957. The allocation to individual tax bills is based on the home value and equalized assessed value (EAV) of each property. A home with a value of \$750,000 pays approximately \$382.79/year for current outstanding debt. A new issuance would impact the same household by approximately \$236.51/year, or \$19.71/month, for every \$15 million of debt issued.

As the Village has advanced in the past, General Obligation bonds approved via referendum are necessary every 7-10 years if all revenue sources remain consistent. Funding including all infrastructure, rather than roadway only, will allow for a more complete project scope. A range of up to \$67 Million was reviewed by the Finance Committee. Based on the factors above, the Committee recommended the Village Board consider a General Obligation Bond referendum in the amount of \$45 Million for the purposes of infrastructure funding to be placed on the April 2025 ballot.

## **Financial Impact**

Implementation of these discussed items would impact funding of future capital infrastructure projects, operations, and overall financial sustainability.

## **Recommended Motion**

## **Strategic Plan Alignment**

- Financial Sustainability
  - Develop Long-Term Financial Plan/Strategies and Explore Revenue Generating Opportunities
- Infrastructure Improvements
  - Develop Long-Term Plan for Addressing Infrastructure Improvements

## **File Attachments**

1. Memo to BOT re Referendum Dates and Issuance of GO Infrastructure Bonds in FY2025 11.25.2024(2028002.1) (002)
2. Western Springs - Ordinance No. 24-\_\_\_\_ - re Providing for and Requiring the Submission of a Referendum Question (Infrastructure GO Bonds) - 11.25.24 49





Michael T. Jurusik  
Cell: 708.638.0355  
Office: 312.984.6432  
Email: mtjurusik@ktjlaw.com

900 Oakmont Lane, Suite 301  
Westmont, Illinois 60559  
www.ktjlaw.com

## MEMORANDUM

**TO:** President Heidi Rudolph and Board of Trustees, Village of Western Springs  
**FROM:** Michael T. Jurusik and Anne M. Skrodzki  
**DATE:** November 25, 2024  
**RE:** Issuance of General Obligation Bonds / Required Referendum Procedures

---

The Village of Western Springs ("Village") is a non-home rule municipality. As a non-home rule municipality, the Village may issue bonds for infrastructure improvements, but only upon approval of the electors of the Village of a referendum question regarding the issuance thereof. 65 ILCS 5/8-4-1. If the Village wishes to seek bonding authority at the first available opportunity, the following steps must take place in the following order:

1. **Approving The Question.** Before **January 13, 2025**, the Village Board must adopt an ordinance or resolution approving the placing of a question of whether the Village should issue infrastructure bonds for the April 1, 2025 consolidated election. 10 ILCS 5/28-2(c). The question approved by the Village must be in substantially the following form, as set forth in 65 ILCS 5/8-4-2, **with the blank lines filled in (i.e., dollar amount of bond issuance, stated purpose of the bond issuance ("the construction, repair, and maintenance of Village infrastructure") and the maximum interest rate for the bonds):**

*Shall bonds in the amount of \$\_\_\_\_\_ be issued by the Village of Western Springs, Cook County, Illinois, for the purpose of \_\_\_\_\_ [state purpose], bearing interest at the rate of not to exceed \_\_\_\_\_%?*

(Although an alternate form of question is provided in the Local Government Debt Reform Act (30 ILCS 350/16.5), use of this alternate form would create a gap between the required form of notice and the language of the question, and is therefore not recommended.)

**We have enclosed a copy of a draft Ordinance for consideration by the Village Board, once the financial bond details are finalized:**

AN ORDINANCE PROVIDING FOR AND REQUIRING THE SUBMISSION OF A PROPOSITION OF ISSUING NOT TO EXCEED \$\_\_\_\_\_ OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF CONSTRUCTING, REPAIRING AND MAINTAINING THE VILLAGE'S INFRASTRUCTURE TO THE VOTERS OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS AT THE CONSOLIDATED ELECTION TO BE HELD ON APRIL 1, 2025

2. **Certifying The Question.** On or before **January 24, 2025**, the Village Clerk must certify the question to the Cook County Clerk for placement on the ballot for the next consolidated election, which is the consolidated election on **April 1, 2025**. 10 ILCS 5/28-5.

3. **Referendum.** If a majority of the electors casting votes on the question in early voting, and at the consolidated election on **April 1, 2025**, vote in the affirmative, the Village has the authority to issue the bonds at the rate set forth in the referendum question.
4. **Implementing The Referendum.** If the referendum is successful, the Village Board has the authority to issue the bonds authorized by the referendum for the five (5) year period following the date of the referendum. 30 ILCS 350/17.5.

| Date             | Action                                                                                                                                                | Citation          |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| January 13, 2025 | Village Board must adopt an ordinance or resolution placing the referendum question on the ballot. ("not less than 79 days before" the election date) | 10 ILCS 5/28-2(c) |
| January 24, 2025 | Village Clerk must certify the question to the Cook County Clerk for placement on the ballot. ("not less than 68 days prior to election date")        | 10 ILCS 5/28-5    |
| April 1, 2025    | Consolidated election.                                                                                                                                |                   |
| April 1, 2030    | Expiration of bonding authority granted by the April 1, 2025 consolidated election (if referendum is successful).                                     | 30 ILCS 350/17.5  |

If there are any questions, please contact us.

*Mike and Anne*

Enclosure

cc: Ellen Baer, Village Manager (w/ encl.)  
Casey Biernacki, Deputy Village Manager (w/ encl.)  
Jill Izzo, Deputy Village Clerk (w/ encl.)  
John Mastandona, Director of Finance (w/ encl.)  
Matt Supert, Director of Municipal Services (w/ encl.)

**DRAFT 11.25.2024**  
**ORDINANCE NO. 24-????**  
**VOTE: Passed on a roll call vote.**  
**AYES:**  
**NAYS:**  
**ABSENT:**  
**ABSTAIN:**  
**DATE: December 16, 2024.**  
**OTHER: None.**

**AN ORDINANCE PROVIDING FOR AND**  
**REQUIRING THE SUBMISSION OF A**  
**PROPOSITION OF ISSUING NOT TO EXCEED**  
**\$\_\_\_\_\_ OF GENERAL OBLIGATION**  
**BONDS FOR THE PURPOSE OF**  
**CONSTRUCTING, REPAIRING AND**  
**MAINTAINING THE VILLAGE'S**  
**INFRASTRUCTURE TO THE VOTERS OF THE**  
**VILLAGE OF WESTERN SPRINGS, COOK**  
**COUNTY, ILLINOIS AT THE CONSOLIDATED**  
**ELECTION TO BE HELD ON APRIL 1, 2025.**

**WHEREAS**, the Village of Western Springs, Cook County, Illinois ("Village") is a non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, pursuant to the authority set forth for non-home rule units of local government as provided by Article VII, Sections 7 and 11 of the Illinois Constitution of 1970, Division 4 of the Illinois Municipal Code (65 ILCS 8-4-1, *et seq.*) (the "Act"), Article 28 of the Illinois Election Code (10 ILCS 5/28-1, *et seq.*) (the "Election Code"), and Sections 16.5 and 17.5 of the Local Government Debt Reform Act (30 ILCS 350/16.5 and 17.5), the President and Board of Trustees of the Village (the "Village Board") are authorized to pass an ordinance to allow a binding public question to appear on the ballot for the April 1, 2025 consolidated election; and

**WHEREAS**, Article VII, Sections 7 and 11 of the Illinois Constitution of 1970, the Act, Article 28 of the Illinois Election Code (10 ILCS 5/28-1, *et seq.*), and Sections 16.5 and 17.5 of the Local Government Debt Reform Act (30 ILCS 350/16.5 and 17.5) authorize the Village Board to certify a question of public policy to the election authority having jurisdiction over the Village; and

**WHEREAS**, the Village Board considers submitting a proposition to issue not to exceed \$\_\_\_\_\_ of general obligation bonds to construct, repair and maintain Village infrastructure within the Village's corporate boundaries (the "*Project*") to the voters of the Village at the consolidated election to be held on the 1st day of April, 2025; and

**WHEREAS**, in order to raise funds for the Project, the Village Board has determined that it is in the best interests of the residents of the Village that general obligation bonds of the Village be issued in an amount not to exceed \$\_\_\_\_\_; and

**WHEREAS**, pursuant to the provisions of the Act, before the Village Board can borrow money and issue general obligation bonds for the Project, a question therefor must be submitted to the voters of the Village and be approved by a majority of the voters of the Village voting on such question at an election to be held in and for the Village, and it is deemed advisable, necessary and in the best interests of the Village that a question therefor be submitted to the voters of the Village at an election to be held and conducted in accordance with the general election law.

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

**SECTION 1. INCORPORATION OF PREAMBLES:** The recitals contained in the above preambles are true and correct, and incorporate them by reference into this Section 1 of the Ordinance.

**SECTION 2. FINDINGS AND DETERMINATION:** The Village Board determines that it is necessary and in the best interests of the Village that in order to support the Village's infrastructure, money be borrowed and in evidence thereof general obligation bonds of the Village be issued in an amount not to exceed \$\_\_\_\_\_.

**SECTION 3. ELECTION:** The question hereinabove referred to be submitted to the voters of the Village in accordance with the general election law at the consolidated election to be held on Tuesday, the 1st day of April, 2025, between the hours of 6:00 o'clock A.M. and 7:00 o'clock P.M. on said day (the "Election"). The Election shall be held in the voting precincts and at the polling places established by the County Board (the "County Board") of the County of Cook, Illinois (the "County"), for voters of the Village at the Election.

**SECTION 4. NOTICE:** The County Clerk of the County (the "County Clerk") shall give notice of the Election, including the Spanish, Chinese and Asian Indian translations thereof, as deemed required by law by the County Clerk (the "Notice"), in accordance with the general election law by: (i) publishing the Notice once not more than sixty (60) nor less than ten (10) days prior to the date of the Election in a local, community newspaper having general circulation in the Village; and (ii) posting a copy of the Notice at least ten (10) days before the date of the Election at the principal office of the County Clerk. The Village Clerk of the Village (the "Village Clerk") shall post a copy of the Notice at the principal office of the Village.

**THE REMAINDER OF THIS PAGE  
IS INTENTIONALLY LEFT BLANK.**

**SECTION 5. PUBLICATION:** It is found and determined that *The Doings* is a newspaper having general circulation in the Village as required by Section 12-5 of the Election Code. A notice shall be published in *The Doings*, or at the option of the County Clerk, in another community newspaper having general circulation in the Village, in accordance with the Election Code. The Notice shall appear over the name or title of the County Clerk and shall be substantially in the following form:

“NOTICE IS HEREBY GIVEN that, at the consolidated election to be held on Tuesday, the 1st day of April, 2025, the following question will be submitted to the voters of the Village of Western Springs, Cook County, Illinois:

Shall bonds in the amount of \$\_\_\_\_\_ be issued by the Village of Western Springs, Cook County, Illinois, for the purpose of constructing, repairing and maintaining said Village’s infrastructure, bearing interest at the rate of not to exceed \_\_\_\_%?

The polls at the election will be open at 6:00 o'clock A.M. and will continue to be open until 7:00 o'clock P.M. of that day.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

/s/\_\_\_\_\_  
County Clerk, County of Cook, Illinois”

**SECTION 6. BALLOT:** The ballot to be used at the Election, including the Spanish, Chinese and Asian Indian translations thereof, as deemed required by law by the County Clerk, shall be in substantially the following form, with such necessary alterations, changes, deletions and insertions as may be required by Articles 24A (10 ILCS 5/24A-1, *et seq.*) and 24B (10 ILCS 5/24B-1, *et seq.*) or 24C (10 ILCS 5/24C-1, *et seq.*) of the Election Code if an electronic, mechanical or electric voting system is used at the Election:

**(Face of Ballot)**

official ballot  
PROPOSITION

QUESTION to issue \$\_\_\_\_\_ general obligation bonds

(INSTRUCTIONS TO VOTERS:

Mark a cross (X) in the space opposite the word  
indicating the way you desire to vote.)

|                                                                                                                                                                                                                                                       |                  |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| Shall bonds in the amount of \$_____ be issued by the Village of Western Springs, Cook County, Illinois, for the purpose of constructing, repairing and maintaining said Village's infrastructure, bearing interest at the rate of not to exceed __%? | Yes<br><br>_____ | No<br><br>_____ |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|

**(Back of Paper Ballot)**

OFFICIAL BALLOT

Official ballot for voting on the question to issue \$\_\_\_\_\_ General Obligation Bonds of the Village of Western Springs, Cook County, Illinois, at the consolidated election held on April 1, 2025.

Precinct Number: \_\_\_\_\_

Polling Place: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Facsimile Signature)  
County Clerk, County of Cook, Illinois

**SECTION 7. CERTIFICATION OF QUESTION:** After the adoption hereof and not less than sixty-eight (68) days prior to the date of the Election, the Village Clerk shall certify a copy hereof to the County Clerk in order that the proposition set forth herein may be submitted to the voters of the Village at the Election.

**SECTION 8. CONDUCT OF ELECTION:** The Election shall be conducted by the election judges appointed by the County Board to act in the precincts at which said proposition will be submitted to the voters of the Village. The Election shall be held and conducted and the returns thereof duly canvassed, all in the manner and time as provided by the general election law.

**SECTION 9. SEVERABILITY:** If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 10. REPEALER:** All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**SECTION 11. EFFECTIVE DATE:** This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.

**PASSED** by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 16th day of December, 2024, 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, 2024 and in accordance with Section 4 (Notice) above.

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

**SEAL**

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 (the "Village"), certify that the attached document is a true and correct copy of the Ordinance now on file in my office, entitled:

**ORDINANCE NO. 24-\_\_\_\_\_**

**AN ORDINANCE PROVIDING FOR AND REQUIRING THE SUBMISSION OF  
A PROPOSITION OF ISSUING NOT TO EXCEED \$ \_\_\_\_\_  
OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF CONSTRUCTING,  
REPAIRING AND MAINTAINING THE VILLAGE'S INFRASTRUCTURE  
TO THE VOTERS OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS  
AT THE CONSOLIDATED ELECTION TO BE HELD ON APRIL 1, 2025**

which was passed by a roll call vote of the President and Board of Trustees (the "Board") of the Village at a Regular Meeting held on the 16th day of December, 2024, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 16th day of December, 2024.

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

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

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

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village, this \_\_ day of December, 2024.

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

SEAL





## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: December 2, 2024

#### **AGENDA ITEM 11.B.**

**To:** Board of Trustees

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

**CC:** Ellen Baer, Village Manager

**RE:** Transfer of Excess Reserves from the General Fund to the Capital Improvement Fund & the Special Purpose Reserve Fund and Budget Amendment

---

#### **Recommendation**

Staff recommends the Finance Committee consider approval of the transfer of excess reserves from the General Fund to the Capital Improvement Fund and the Special Purpose Fund and the needed Budget Amendment to the 2024 Budget. The Finance Committee reviewed at its meeting held on November 18th and recommended the approval to the Village Board.

#### **Summary**

According to the Village's reserve policy, the unappropriated fund balance in the General Fund shall be set at 30% of the current fiscal year operating expenditures, which is approximately four months of expenditures. Reserve funds in excess of 30% may be transferred to other capital funds or designated for future capital projects or repayment of debt service or to other funds as deemed by the Village Board.

The FY 2023 unassigned fund balance was \$8,332,654. Maintaining a reserve of 30% of current budget operating expenses would require the Village to have a fund balance of \$4,419,688. Based on this calculation, there is approximately \$3,912,966 in excess reserves that can be transferred to other funds.

Staff is requesting consideration that \$1,500,000 of excess reserves be transferred to the Capital Improvement Fund to assist with funding of future capital purchases for general operations such as vehicles, equipment, building improvements, and technology purchases. Staff is also requesting consideration of transferring \$1,000,000 to the Special Purpose Reserve Fund for the purpose of providing a source for matching grants, emergencies, or unfunded capital projects.

With a total of \$2,500,000 being transferred from the General Fund, the unassigned fund balance would equal 40% of current budget operating expenses.

#### **Financial Impact**

A budget amendment would also be needed to transfer the excess reserves to the other funds.

The impact of the Capital Improvement Fund is the transfer would help fund future purchases in the upcoming years, as the only funding is a very small portion of the Property Tax Levy of approximately \$225,000 annually, while annual expenditure needs exceed this.

The sole source of funding of the Special Purpose Reserve Fund is excess reserves. This fund has been used to fund crucial unfunded capital projects, grant matching, and emergencies.

### **Recommended Motion**

Motion to move the approval of the transfer of excess reserves to the Capital Improvement Fund and the Special Purpose Reserve Fund, and the Budget Amendment, to the omnibus for consideration for the Regular Meeting of the Village Board on December 16, 2024.

### **Strategic Plan Alignment**

Financial Sustainability

### **File Attachments**

1. Budget Transfer Request - Excess Reserves

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM |             |        |                                                        |                             |             | FINANCE USE ONLY:          |  |
|--------------------------------------------------------------|-------------|--------|--------------------------------------------------------|-----------------------------|-------------|----------------------------|--|
| Requested by: <u>John Mastandona</u>                         |             |        |                                                        |                             |             | APPROVED:                  |  |
| Date: <u>11/12/24</u>                                        |             |        |                                                        |                             |             |                            |  |
| FROM ACCOUNT: <i>(decrease)</i>                              |             |        | TO ACCOUNT: <i>(increase)</i>                          |                             |             | Village Manager      De    |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                 | DESCRIPTION                 | AMOUNT      | Director of Finance      L |  |
|                                                              |             |        | 1201100-90310                                          | Transfer to Cap Improv Fund | \$1,500,000 |                            |  |
|                                                              |             |        | <i>Expenditure</i>                                     |                             |             |                            |  |
| REASON:                                                      |             |        | REASON:      To amend the FY2024 budget to include the |                             |             | DATE ENTERED               |  |
|                                                              |             |        | transfer of excess reserves.                           |                             |             | ____/____/____             |  |
|                                                              |             |        |                                                        |                             |             | By: _____                  |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                 | DESCRIPTION                 | AMOUNT      | Resolution Required:       |  |
|                                                              |             |        | 310-39100                                              | Transfer from General Fund  | \$1,500,000 | Yes _____                  |  |
|                                                              |             |        |                                                        |                             |             | Resolution # _____         |  |
| REASON:                                                      |             |        | REASON:      To amend the FY2024 budget to include the |                             |             | No _____                   |  |
|                                                              |             |        | transfer of excess reserves.                           |                             |             |                            |  |
|                                                              |             |        |                                                        |                             |             | Budget Transfer #          |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                 | DESCRIPTION                 | AMOUNT      | Page ____ of ____          |  |
|                                                              |             |        | 1201100-90640                                          | Transfer to Special Purpose | \$1,000,000 |                            |  |
|                                                              |             |        | <i>Expenditure</i>                                     |                             |             |                            |  |
| REASON:                                                      |             |        | REASON:      To amend the FY2024 budget to include the |                             |             |                            |  |
|                                                              |             |        | transfer of excess reserves.                           |                             |             |                            |  |
|                                                              |             |        |                                                        |                             |             |                            |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                 | DESCRIPTION                 | AMOUNT      |                            |  |
|                                                              |             |        | 640-39201                                              | Transfer from General Fund  | \$1,000,000 |                            |  |
|                                                              |             |        | <i>Revenue</i>                                         |                             |             |                            |  |
| REASON:                                                      |             |        | REASON:      To amend the FY2024 budget to include the |                             |             |                            |  |
|                                                              |             |        | transfer of excess reserves.                           |                             |             |                            |  |
|                                                              |             |        |                                                        |                             |             |                            |  |



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: December 2, 2024

#### AGENDA ITEM 11.C.

**To:** Board of Trustees

**From:** Matthew Supert, Director of Municipal Services

**CC:** John Mastandona, Director of Finance, Ellen Baer, Village Manager

**RE:** Budget Amendments/Transfers: Municipal Services

---

#### **Recommendation**

The Municipal Services Department requests for consideration the following budget amendments and transfers related to various purchases, capital improvement and department operations for the fiscal year 2024. The Finance Committee reviewed the request at its meeting held on November 18th and recommended the approval to the Village Board.

#### **Summary**

Attached for the Finance Department and Finance Committee's review are budget transfers and amendments for the Municipal Services Department.

#### **Budget Amendments**

##### **4302510 53200 – Utilities (\$75,000)**

Increase in utilities which includes electrical and gas services for the Water Treatment Plan and water production facilities.

##### **4402590 53200 – Utilities (\$10,000)**

Increase in utilities which includes electrical and gas services for the BNSF facilities including the train station

##### **4501360 52300 - \$7,000**

A transfer of \$2,000 from 4501360 55508 (Façade/signage) to 4501360 52300 (Landscaping) and an amendment for \$5,000 to 4501360 52300 for the unanticipated additional cost for right of way and paver repair in front of Starbucks located at Burlington Avenue and Grand Avenue.

##### **4304510 50100 – Professional Services (\$20,000)**

Additional costs for the activation of the NEPTUNE 360 customer portal for the water meter replacement program

##### **4301510 50700 – Expense Reimbursement (\$3,000)**

Additional costs for meals and related food items for staff during water main break repairs and overnight work.

#### 4302350 50210 – Village Attorney (\$4,000)

Unanticipated costs for legal services related to the Ridgewood Oaks Detention Basin.

#### 4302510 55600 – Chemicals (\$45,000)

Additional costs for the purchase of chemicals for the water treatment plant and plant operations.

### **Budget Transfers**

#### 4105100 55040 and 55404 (\$2,500)

A transfer of \$2,500 from 4105100 50100 (Professional Services) and the addition of \$2,000 into 4105100 55040 (Public Education) for higher than anticipated costs related to training for Openland TreeKeepers, and the addition of \$500 to 4105100 55404 (Other Landscaping) for animal control and pest management services in the public right of way.

#### 4402515 55354 (\$10,000)

A transfer of \$10,000 from 4402515 53075 (Sewer Televising) to 4402515 55354 (Sand and Gravel) for additional costs related to ROW restoration materials for underground work and water main repairs.

#### 4303510 52690, 53040 and 55250 (\$61,000)

A transfer of \$61,000 from 4303510 50332 (Inspection Engineering) and the addition of \$6,000 to 4303510 52690 (Leak Detection) for addition costs for leak detection and locating for watermain breaks, and the addition of \$10,000 to 4303510 53040 (Patching) for additional costs for asphalt and concrete patching repairs due to water main breaks, and the addition of \$45,000 to 4303510 55250 (Water Repair Parts) for additional repair materials including pipe, sleeves and related materials for the repair of water main breaks.

#### 4102375 50332 - \$25,000

A transfer of \$25,000 from 4102375 50331 (Design Engineering) to 4102375 50332 (Inspection Engineering) for unanticipated additional costs for the closeout of the 2023 Central Avenue Reconstruction project for the development of final reports/quantities, as-builts, IDOT and MWRD reporting.

#### 4102370 55115 - \$8,000

A transfer of \$8,000 from 4102370 60011 (MFT Current Year) to 4102370 55155 (Salt) for additional expenses for the purchase of roadway rock salt through the State of Illinois purchase contract.

#### 4104100 55303 - \$2,000

A transfer of \$2,000 from 4104100 55301 (Village Hall) to 4104100 55303 (Public Works) for unanticipated additional facility maintenance costs related to the repair of overhead garage doors and other general facility maintenance.

#### 4101300 55204 and 55205 (\$10,000)

A transfer of \$10,000 from 4103100 55203 (Fire/Emr Medical Svcs) and the addition of \$8,000 to 4103100 55204 (Public Works) and the addition of \$2,000 to 4103100 55205 (General) for additional costs for vehicle maintenance and repairs.

### **Financial Impact**

Continuation of various purchases, capital improvement and department operations for the fiscal year 2024.

### **Recommended Motion**

Motion to move the approval of the budget amendments and budget transfers to the omnibus for consideration for the Regular Meeting of the Village Board on December 16, 2024.

### **Strategic Plan Alignment**

- Financial Stability

### **File Attachments**

1. Budget Amendment - 4301510 - 50700 - October 2024
2. Budget Amendment - 4302510 53200 - October 2024
3. Budget Amendment - 4304510 - 50100 - October 2024
4. Budget Amendment - 4304510 55600 - October 2024
5. Budget Amendment - 4402350 - 50210 - October 2024
6. Budget Amendment - 4402590 - 53200 - October 2024
7. Budget Transfer - 4101300 - 55204 and 55205 - October 2024
8. Budget Transfer - 4101400 - 55303 - October 2024
9. Budget Transfer - 4102370 - 55115 - October 2024
10. Budget Transfer - 4102375 - 50332 - October 2024
11. Budget Transfer - 4105100 - 55040 and 55404 - October 2024
12. Budget Transfer - 4302510 - 55352 and 55600- October 2024
13. Budget Transfer - 4303510 - 52690 and 53040 and 55250 - October 2024
14. Budget Transfer - 4402515 - 55354 - October 2024
15. Budget Transfer - 4501360 - 52300 - October 2024

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM                                                    |  |  |                                                                                                                                                                                       |  |  | FINANCE USE ONLY:                                                                       |  |
|-----------------------------------------------------------------------------------------------------------------|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-----------------------------------------------------------------------------------------|--|
| Requested by: <u>Matthew Supert</u><br>Date: <u>10/21/24</u>                                                    |  |  |                                                                                                                                                                                       |  |  | APPROVED: _____<br><br>_____                                                            |  |
| <b>FROM ACCOUNT: (decrease)</b><br>NUMBER                      DESCRIPTION                      AMOUNT<br>_____ |  |  | <b>TO ACCOUNT: (increase)</b><br>NUMBER                      DESCRIPTION                      AMOUNT<br>4301510 50700                      EXP REIMBURSE                      \$3,000 |  |  | Village Manager                      Da<br>Dir of Support Svcs                      Dat |  |
| REASON: _____<br>_____                                                                                          |  |  | REASON: Additional costs for meals and food for staff<br>during water main break repairs and overnight work.                                                                          |  |  | DATE ENTERED<br>____/____/____                                                          |  |
| NUMBER                      DESCRIPTION                      AMOUNT<br>_____                                    |  |  | NUMBER                      DESCRIPTION                      AMOUNT<br>_____ \$500                                                                                                    |  |  | By: _____                                                                               |  |
| REASON: _____<br>_____                                                                                          |  |  | REASON: _____<br>_____                                                                                                                                                                |  |  | Resolution Required:<br>Yes _____                                                       |  |
| NUMBER                      DESCRIPTION                      AMOUNT<br>_____                                    |  |  | NUMBER                      DESCRIPTION                      AMOUNT<br>_____                                                                                                          |  |  | Resolution # _____<br>No _____                                                          |  |
| REASON: _____<br>_____                                                                                          |  |  | REASON: _____<br>_____                                                                                                                                                                |  |  | Budget Transfer # _____                                                                 |  |
| NUMBER                      DESCRIPTION                      AMOUNT<br>_____                                    |  |  | NUMBER                      DESCRIPTION                      AMOUNT<br>_____                                                                                                          |  |  | Page _____ of _____                                                                     |  |
| REASON: _____<br>_____                                                                                          |  |  | REASON: _____<br>_____                                                                                                                                                                |  |  |                                                                                         |  |
| NUMBER                      DESCRIPTION                      AMOUNT<br>_____                                    |  |  | NUMBER                      DESCRIPTION                      AMOUNT<br>_____                                                                                                          |  |  |                                                                                         |  |
| REASON: _____<br>_____                                                                                          |  |  | REASON: _____<br>_____                                                                                                                                                                |  |  |                                                                                         |  |

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM |             |        |                                                            |             |          | FINANCE USE ONLY:             |  |
|--------------------------------------------------------------|-------------|--------|------------------------------------------------------------|-------------|----------|-------------------------------|--|
| Requested by: <u>Matthew Supert</u>                          |             |        |                                                            |             |          | APPROVED:                     |  |
| Date: <u>10/21/24</u>                                        |             |        |                                                            |             |          |                               |  |
| FROM ACCOUNT: (decrease)                                     |             |        | TO ACCOUNT: (increase)                                     |             |          | Village Manager _____ Da      |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                     | DESCRIPTION | AMOUNT   | Dir of Support Svcs _____ Dat |  |
|                                                              |             |        | 4302510 53200                                              | UTILITIES   | \$75,000 |                               |  |
| REASON:                                                      |             |        | REASON: Additional utility cost based upon 3 Year average. |             |          | DATE ENTERED                  |  |
|                                                              |             |        |                                                            |             |          | ____/____/____                |  |
|                                                              |             |        |                                                            |             |          | By: _____                     |  |
| NUMBER DESCRIPTION AMOUNT                                    |             |        | NUMBER DESCRIPTION AMOUNT                                  |             |          | Resolution Required:          |  |
| REASON:                                                      |             |        | REASON:                                                    |             |          | Yes _____                     |  |
|                                                              |             |        |                                                            |             |          | Resolution # _____            |  |
|                                                              |             |        |                                                            |             |          | No _____                      |  |
| NUMBER DESCRIPTION AMOUNT                                    |             |        | NUMBER DESCRIPTION AMOUNT                                  |             |          | Budget Transfer #             |  |
| REASON:                                                      |             |        | REASON:                                                    |             |          | Page _____ of _____           |  |
|                                                              |             |        |                                                            |             |          |                               |  |
| NUMBER DESCRIPTION AMOUNT                                    |             |        | NUMBER DESCRIPTION AMOUNT                                  |             |          |                               |  |
| REASON:                                                      |             |        | REASON:                                                    |             |          |                               |  |
|                                                              |             |        |                                                            |             |          |                               |  |
| NUMBER DESCRIPTION AMOUNT                                    |             |        | NUMBER DESCRIPTION AMOUNT                                  |             |          |                               |  |
| REASON:                                                      |             |        | REASON:                                                    |             |          |                               |  |
|                                                              |             |        |                                                            |             |          |                               |  |
|                                                              |             |        |                                                            |             |          |                               |  |



| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM |             |        |                                                                                               |                       |          | FINANCE USE ONLY:             |  |
|--------------------------------------------------------------|-------------|--------|-----------------------------------------------------------------------------------------------|-----------------------|----------|-------------------------------|--|
| Requested by: <u>Matthew Supert</u>                          |             |        |                                                                                               |                       |          | APPROVED:                     |  |
| Date: <u>10/21/24</u>                                        |             |        |                                                                                               |                       |          |                               |  |
| FROM ACCOUNT: (decrease)                                     |             |        | TO ACCOUNT: (increase)                                                                        |                       |          | Village Manager _____ Da      |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                                        | DESCRIPTION           | AMOUNT   | Dir of Support Svcs _____ Dat |  |
|                                                              |             |        | 4304510 50100                                                                                 | PROFESSIONAL SERVICES | \$20,000 |                               |  |
| REASON:                                                      |             |        | REASON: Additional costs for NEPTUNE 360 customer portal for water meter replacement program. |                       |          | DATE ENTERED                  |  |
|                                                              |             |        |                                                                                               |                       |          | ____/____/____                |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                                        | DESCRIPTION           | AMOUNT   | By: _____                     |  |
|                                                              |             |        |                                                                                               |                       |          | Resolution Required:          |  |
| REASON:                                                      |             |        | REASON: A                                                                                     |                       |          | Yes _____                     |  |
|                                                              |             |        |                                                                                               |                       |          | Resolution # _____            |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                                        | DESCRIPTION           | AMOUNT   | No _____                      |  |
|                                                              |             |        |                                                                                               |                       |          | Budget Transfer # _____       |  |
| REASON:                                                      |             |        | REASON:                                                                                       |                       |          | Page _____ of _____           |  |
|                                                              |             |        |                                                                                               |                       |          |                               |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                                        | DESCRIPTION           | AMOUNT   |                               |  |
|                                                              |             |        |                                                                                               |                       |          |                               |  |
| REASON:                                                      |             |        | REASON:                                                                                       |                       |          |                               |  |
|                                                              |             |        |                                                                                               |                       |          |                               |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                                        | DESCRIPTION           | AMOUNT   |                               |  |
|                                                              |             |        |                                                                                               |                       |          |                               |  |
| REASON:                                                      |             |        | REASON:                                                                                       |                       |          |                               |  |
|                                                              |             |        |                                                                                               |                       |          |                               |  |

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM |             |        |                        |             |          | FINANCE USE ONLY:             |  |
|--------------------------------------------------------------|-------------|--------|------------------------|-------------|----------|-------------------------------|--|
| Requested by: <u>Matthew Supert</u>                          |             |        |                        |             |          | APPROVED:                     |  |
| Date: <u>10/21/24</u>                                        |             |        |                        |             |          |                               |  |
| FROM ACCOUNT: (decrease)                                     |             |        | TO ACCOUNT: (increase) |             |          | Village Manager _____ Da      |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                 | DESCRIPTION | AMOUNT   | Dir of Support Svcs _____ Dat |  |
|                                                              |             |        | 4302510 55600          | CHEMICALS   | \$45,000 |                               |  |
| REASON:                                                      |             |        | REASON:                |             |          | DATE ENTERED                  |  |
|                                                              |             |        |                        |             |          | ____/____/____                |  |
|                                                              |             |        |                        |             |          | By: _____                     |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                 | DESCRIPTION | AMOUNT   | Resolution Required:          |  |
|                                                              |             |        |                        |             |          | Yes _____                     |  |
| REASON:                                                      |             |        | REASON:                |             |          | Resolution # _____            |  |
|                                                              |             |        |                        |             |          | No _____                      |  |
|                                                              |             |        |                        |             |          | Budget Transfer # _____       |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                 | DESCRIPTION | AMOUNT   | Page _____ of _____           |  |
|                                                              |             |        |                        |             |          |                               |  |
| REASON:                                                      |             |        | REASON:                |             |          |                               |  |
|                                                              |             |        |                        |             |          |                               |  |
|                                                              |             |        |                        |             |          |                               |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                 | DESCRIPTION | AMOUNT   |                               |  |
|                                                              |             |        |                        |             |          |                               |  |
| REASON:                                                      |             |        | REASON:                |             |          |                               |  |
|                                                              |             |        |                        |             |          |                               |  |
|                                                              |             |        |                        |             |          |                               |  |

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM |             |        |                                                                                    |                  |         | FINANCE USE ONLY:             |  |
|--------------------------------------------------------------|-------------|--------|------------------------------------------------------------------------------------|------------------|---------|-------------------------------|--|
| Requested by: <u>Matthew Supert</u>                          |             |        |                                                                                    |                  |         | APPROVED:                     |  |
| Date: <u>10/21/24</u>                                        |             |        |                                                                                    |                  |         |                               |  |
| FROM ACCOUNT: (decrease)                                     |             |        | TO ACCOUNT: (increase)                                                             |                  |         | Village Manager _____ Da      |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                             | DESCRIPTION      | AMOUNT  | Dir of Support Svcs _____ Dat |  |
|                                                              |             |        | 4302350 50210                                                                      | VILLAGE ATTORNEY | \$4,000 |                               |  |
| REASON:                                                      |             |        | REASON: Unanticipated legal services related to the Ridgewood Oaks Detention Basin |                  |         | DATE ENTERED                  |  |
|                                                              |             |        |                                                                                    |                  |         | ____/____/____                |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                             | DESCRIPTION      | AMOUNT  | By: _____                     |  |
|                                                              |             |        |                                                                                    |                  |         | Resolution Required:          |  |
| REASON:                                                      |             |        | REASON:                                                                            |                  |         | Yes _____                     |  |
|                                                              |             |        |                                                                                    |                  |         | Resolution # _____            |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                             | DESCRIPTION      | AMOUNT  | No _____                      |  |
|                                                              |             |        |                                                                                    |                  |         | Budget Transfer # _____       |  |
| REASON:                                                      |             |        | REASON:                                                                            |                  |         | Page _____ of _____           |  |
|                                                              |             |        |                                                                                    |                  |         |                               |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                             | DESCRIPTION      | AMOUNT  |                               |  |
|                                                              |             |        |                                                                                    |                  |         |                               |  |
| REASON:                                                      |             |        | REASON:                                                                            |                  |         |                               |  |
|                                                              |             |        |                                                                                    |                  |         |                               |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                                                                             | DESCRIPTION      | AMOUNT  |                               |  |
|                                                              |             |        |                                                                                    |                  |         |                               |  |
| REASON:                                                      |             |        | REASON:                                                                            |                  |         |                               |  |
|                                                              |             |        |                                                                                    |                  |         |                               |  |

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM |             |        |                        |             |          | FINANCE USE ONLY:             |  |
|--------------------------------------------------------------|-------------|--------|------------------------|-------------|----------|-------------------------------|--|
| Requested by: <u>Matthew Supert</u>                          |             |        |                        |             |          | APPROVED:                     |  |
| Date: <u>10/21/24</u>                                        |             |        |                        |             |          |                               |  |
| FROM ACCOUNT: (decrease)                                     |             |        | TO ACCOUNT: (increase) |             |          | Village Manager _____ Da      |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                 | DESCRIPTION | AMOUNT   | Dir of Support Svcs _____ Dat |  |
|                                                              |             |        | 4402590 53200          | UTILITIES   | \$10,000 |                               |  |
| REASON:                                                      |             |        | REASON:                |             |          | DATE ENTERED                  |  |
|                                                              |             |        |                        |             |          | ____/____/____                |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                 | DESCRIPTION | AMOUNT   | By: _____                     |  |
|                                                              |             |        |                        |             |          | Resolution Required:          |  |
| REASON:                                                      |             |        | REASON:                |             |          | Yes _____                     |  |
|                                                              |             |        |                        |             |          | Resolution # _____            |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                 | DESCRIPTION | AMOUNT   | No _____                      |  |
|                                                              |             |        |                        |             |          | Budget Transfer # _____       |  |
| REASON:                                                      |             |        | REASON:                |             |          | Page _____ of _____           |  |
|                                                              |             |        |                        |             |          |                               |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                 | DESCRIPTION | AMOUNT   |                               |  |
|                                                              |             |        |                        |             |          |                               |  |
| REASON:                                                      |             |        | REASON:                |             |          |                               |  |
|                                                              |             |        |                        |             |          |                               |  |
| NUMBER                                                       | DESCRIPTION | AMOUNT | NUMBER                 | DESCRIPTION | AMOUNT   |                               |  |
|                                                              |             |        |                        |             |          |                               |  |
| REASON:                                                      |             |        | REASON:                |             |          |                               |  |
|                                                              |             |        |                        |             |          |                               |  |

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM |                            |            |                                                                |              |         | FINANCE USE ONLY:            |  |
|--------------------------------------------------------------|----------------------------|------------|----------------------------------------------------------------|--------------|---------|------------------------------|--|
| Requested by: <u>Matthew Supert</u>                          |                            |            |                                                                |              |         | APPROVED:                    |  |
| Date: <u>10/21/24</u>                                        |                            |            |                                                                |              |         |                              |  |
| FROM ACCOUNT: <i>(decrease)</i>                              |                            |            | TO ACCOUNT: <i>(increase)</i>                                  |              |         | Village Manager      Da      |  |
| NUMBER                                                       | DESCRIPTION                | AMOUNT     | NUMBER                                                         | DESCRIPTION  | AMOUNT  | Dir of Support Svcs      Dat |  |
| 4103100 55203                                                | FIRE/EMGY MEDICAL SERVICES | (\$10,000) | 4103100 55204                                                  | PUBLIC WORKS | \$8,000 |                              |  |
| REASON: Not anticipated use for current budget year          |                            |            | REASON: Unanticipated additional cost for maintenance of vehic |              |         | DATE ENTERED                 |  |
|                                                              |                            |            |                                                                |              |         | ____/____/____               |  |
|                                                              |                            |            |                                                                |              |         | By: _____                    |  |
| NUMBER                                                       | DESCRIPTION                | AMOUNT     | NUMBER                                                         | DESCRIPTION  | AMOUNT  | Resolution Required:         |  |
|                                                              |                            | (\$400)    | 4103100 55205                                                  | GENERAL      | \$2,000 | Yes _____                    |  |
| REASON:                                                      |                            |            | REASON: Unanticipated additional cost for maintenance of vehic |              |         | Resolution # _____           |  |
|                                                              |                            |            |                                                                |              |         | No _____                     |  |
|                                                              |                            |            |                                                                |              |         | Budget Transfer #            |  |
| NUMBER                                                       | DESCRIPTION                | AMOUNT     | NUMBER                                                         | DESCRIPTION  | AMOUNT  | Page _____ of _____          |  |
|                                                              |                            |            |                                                                |              |         |                              |  |
| REASON:                                                      |                            |            | REASON:                                                        |              |         |                              |  |
|                                                              |                            |            |                                                                |              |         |                              |  |
|                                                              |                            |            |                                                                |              |         |                              |  |
| NUMBER                                                       | DESCRIPTION                | AMOUNT     | NUMBER                                                         | DESCRIPTION  | AMOUNT  |                              |  |
|                                                              |                            |            | 4104100 55303                                                  |              | \$4,000 |                              |  |
| REASON:                                                      |                            |            | REASON:                                                        |              |         |                              |  |
|                                                              |                            |            |                                                                |              |         |                              |  |
|                                                              |                            |            |                                                                |              |         |                              |  |
| NUMBER                                                       | DESCRIPTION                | AMOUNT     | NUMBER                                                         | DESCRIPTION  | AMOUNT  |                              |  |
|                                                              |                            |            |                                                                |              |         |                              |  |
| REASON:                                                      |                            |            | REASON:                                                        |              |         |                              |  |
|                                                              |                            |            |                                                                |              |         |                              |  |
|                                                              |                            |            |                                                                |              |         |                              |  |

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM |                      |           |                                                                           |              |         | FINANCE USE ONLY:             |  |
|--------------------------------------------------------------|----------------------|-----------|---------------------------------------------------------------------------|--------------|---------|-------------------------------|--|
| Requested by: <u>Matthew Supert</u>                          |                      |           |                                                                           |              |         | APPROVED:                     |  |
| Date: <u>10/21/24</u>                                        |                      |           |                                                                           |              |         |                               |  |
| FROM ACCOUNT: (decrease)                                     |                      |           | TO ACCOUNT: (increase)                                                    |              |         | Village Manager _____ Da      |  |
| NUMBER                                                       | DESCRIPTION          | AMOUNT    | NUMBER                                                                    | DESCRIPTION  | AMOUNT  | Dir of Support Svcs _____ Dat |  |
| 4104100 55301                                                | VILLAGE HALL         | (\$2,000) | 4104100 55303                                                             | PUBLIC WORKS | \$2,000 |                               |  |
| REASON: Not anticipated use for current budget year          |                      |           | REASON: Increased material purchase cost for various facility maintenance |              |         | DATE ENTERED                  |  |
|                                                              |                      |           |                                                                           |              |         | ____/____/____                |  |
| NUMBER                                                       | DESCRIPTION          | AMOUNT    | NUMBER                                                                    | DESCRIPTION  | AMOUNT  | By: _____                     |  |
| 4104100 50320                                                | GENERAL ARCHITECTURE | (\$4,000) | 4104100 55303                                                             | PUBLIC WORKS | \$4,000 | Resolution Required:          |  |
| REASON: Not anticipated use for current budget year          |                      |           | REASON: Increased material purchase cost for various facility maintenance |              |         | Yes _____                     |  |
|                                                              |                      |           |                                                                           |              |         | Resolution # _____            |  |
| NUMBER                                                       | DESCRIPTION          | AMOUNT    | NUMBER                                                                    | DESCRIPTION  | AMOUNT  | No _____                      |  |
| REASON:                                                      |                      |           | REASON:                                                                   |              |         | Budget Transfer # _____       |  |
|                                                              |                      |           |                                                                           |              |         | Page _____ of _____           |  |
| NUMBER                                                       | DESCRIPTION          | AMOUNT    | NUMBER                                                                    | DESCRIPTION  | AMOUNT  |                               |  |
| REASON:                                                      |                      |           | REASON:                                                                   |              |         |                               |  |
|                                                              |                      |           |                                                                           |              |         |                               |  |
| NUMBER                                                       | DESCRIPTION          | AMOUNT    | NUMBER                                                                    | DESCRIPTION  | AMOUNT  |                               |  |
| REASON:                                                      |                      |           | REASON:                                                                   |              |         |                               |  |
|                                                              |                      |           |                                                                           |              |         |                               |  |

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM |                |           |                                                       |             |         | FINANCE USE ONLY:             |  |
|--------------------------------------------------------------|----------------|-----------|-------------------------------------------------------|-------------|---------|-------------------------------|--|
| Requested by: <u>Matthew Supert</u>                          |                |           |                                                       |             |         | APPROVED:                     |  |
| Date: <u>10/21/24</u>                                        |                |           |                                                       |             |         |                               |  |
| FROM ACCOUNT: (decrease)                                     |                |           | TO ACCOUNT: (increase)                                |             |         | Village Manager _____ Da      |  |
| NUMBER                                                       | DESCRIPTION    | AMOUNT    | NUMBER                                                | DESCRIPTION | AMOUNT  | Dir of Support Svcs _____ Dat |  |
| 4102370 60011                                                | MFT CURRENT YR | (\$8,000) | 4102370 55155                                         | SALT        | \$8,000 |                               |  |
| REASON:                                                      |                |           | REASON: State contract for the purchase of road salt. |             |         | DATE ENTERED                  |  |
|                                                              |                |           |                                                       |             |         | ____/____/____                |  |
| NUMBER                                                       | DESCRIPTION    | AMOUNT    | NUMBER                                                | DESCRIPTION | AMOUNT  | By: _____                     |  |
|                                                              |                |           |                                                       |             | \$500   | Resolution Required:          |  |
| REASON:                                                      |                |           | REASON:                                               |             |         | Yes _____                     |  |
|                                                              |                |           |                                                       |             |         | Resolution # _____            |  |
| NUMBER                                                       | DESCRIPTION    | AMOUNT    | NUMBER                                                | DESCRIPTION | AMOUNT  | No _____                      |  |
| REASON:                                                      |                |           | REASON:                                               |             |         | Budget Transfer # _____       |  |
|                                                              |                |           |                                                       |             |         | Page _____ of _____           |  |
| NUMBER                                                       | DESCRIPTION    | AMOUNT    | NUMBER                                                | DESCRIPTION | AMOUNT  |                               |  |
| REASON:                                                      |                |           | REASON:                                               |             |         |                               |  |
|                                                              |                |           |                                                       |             |         |                               |  |
| NUMBER                                                       | DESCRIPTION    | AMOUNT    | NUMBER                                                | DESCRIPTION | AMOUNT  |                               |  |
| REASON:                                                      |                |           | REASON:                                               |             |         |                               |  |
|                                                              |                |           |                                                       |             |         |                               |  |

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM                                                                |  |  |                                                                                                                             |  |  | FINANCE USE ONLY:          |  |
|-----------------------------------------------------------------------------------------------------------------------------|--|--|-----------------------------------------------------------------------------------------------------------------------------|--|--|----------------------------|--|
| Requested by: <u>Matthew Supert</u>                                                                                         |  |  |                                                                                                                             |  |  | APPROVED:                  |  |
| Date: <u>10/21/24</u>                                                                                                       |  |  |                                                                                                                             |  |  |                            |  |
| <b>FROM ACCOUNT: (decrease)</b><br>NUMBER      DESCRIPTION      AMOUNT<br>4102375 50331    DESIGN ENGINEERING    (\$25,000) |  |  | <b>TO ACCOUNT: (increase)</b><br>NUMBER      DESCRIPTION      AMOUNT<br>4102375 50332    INSPECTION ENGINEERING    \$25,000 |  |  | Village Manager    Da      |  |
| REASON:                                                                                                                     |  |  | REASON: Unanticipated additional costs due to project closeout for IDOT, MWRD                                               |  |  | Dir of Support Svcs    Dat |  |
|                                                                                                                             |  |  |                                                                                                                             |  |  | DATE ENTERED               |  |
|                                                                                                                             |  |  |                                                                                                                             |  |  | ____/____/____             |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____    _____    _____                                                              |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____    _____    \$500                                                              |  |  | By: _____                  |  |
| REASON:                                                                                                                     |  |  | REASON:                                                                                                                     |  |  | Resolution Required:       |  |
|                                                                                                                             |  |  |                                                                                                                             |  |  | Yes _____                  |  |
|                                                                                                                             |  |  |                                                                                                                             |  |  | Resolution # _____         |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____    _____    _____                                                              |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____    _____    _____                                                              |  |  | No _____                   |  |
| REASON:                                                                                                                     |  |  | REASON:                                                                                                                     |  |  | Budget Transfer #          |  |
|                                                                                                                             |  |  |                                                                                                                             |  |  |                            |  |
|                                                                                                                             |  |  |                                                                                                                             |  |  | Page _____ of _____        |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____    _____    _____                                                              |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____    _____    _____                                                              |  |  |                            |  |
| REASON:                                                                                                                     |  |  | REASON:                                                                                                                     |  |  |                            |  |
|                                                                                                                             |  |  |                                                                                                                             |  |  |                            |  |
|                                                                                                                             |  |  |                                                                                                                             |  |  |                            |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____    _____    _____                                                              |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____    _____    _____                                                              |  |  |                            |  |
| REASON:                                                                                                                     |  |  | REASON:                                                                                                                     |  |  |                            |  |
|                                                                                                                             |  |  |                                                                                                                             |  |  |                            |  |
|                                                                                                                             |  |  |                                                                                                                             |  |  |                            |  |



| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM                                                                    |  |  |                                                                                                                        |  |  | FINANCE USE ONLY:                                         |  |
|---------------------------------------------------------------------------------------------------------------------------------|--|--|------------------------------------------------------------------------------------------------------------------------|--|--|-----------------------------------------------------------|--|
| Requested by: <u>Matthew Supert</u><br>Date: <u>10/21/24</u>                                                                    |  |  |                                                                                                                        |  |  | APPROVED: _____<br><br>_____                              |  |
| <b>FROM ACCOUNT: (decrease)</b><br>NUMBER      DESCRIPTION      AMOUNT<br>4105100 50100    PROFESSIONAL SERVICES      (\$2,500) |  |  | <b>TO ACCOUNT: (increase)</b><br>NUMBER      DESCRIPTION      AMOUNT<br>4105100 55040    PUBLIC EDUCATION      \$2,000 |  |  | Village Manager _____ Da<br>Dir of Support Svcs _____ Dat |  |
| REASON: _____<br>_____                                                                                                          |  |  | REASON: Higher than anticipated costs related to TreeKeeper training course for volunteers                             |  |  | DATE ENTERED<br>____/____/____                            |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____      _____      _____                                                              |  |  | NUMBER      DESCRIPTION      AMOUNT<br>4105100 55404    OTHER LANDSCAPING      \$500                                   |  |  | By: _____                                                 |  |
| REASON: _____<br>_____                                                                                                          |  |  | REASON: Animal control services for pest management                                                                    |  |  | Resolution Required:<br>Yes _____                         |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____      _____      _____                                                              |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____      _____      _____                                                     |  |  | Resolution # _____<br>No _____                            |  |
| REASON: _____<br>_____                                                                                                          |  |  | REASON: _____<br>_____                                                                                                 |  |  | Budget Transfer # _____                                   |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____      _____      _____                                                              |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____      _____      _____                                                     |  |  | Page ____ of ____                                         |  |
| REASON: _____<br>_____                                                                                                          |  |  | REASON: _____<br>_____                                                                                                 |  |  |                                                           |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____      _____      _____                                                              |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____      _____      _____                                                     |  |  |                                                           |  |
| REASON: _____<br>_____                                                                                                          |  |  | REASON: _____<br>_____                                                                                                 |  |  |                                                           |  |

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM |                       |                |                                                              |                     |          | FINANCE USE ONLY:            |  |
|--------------------------------------------------------------|-----------------------|----------------|--------------------------------------------------------------|---------------------|----------|------------------------------|--|
| Requested by: <u>Matthew Supert</u>                          |                       |                |                                                              |                     |          | APPROVED:                    |  |
| Date: <u>10/21/24</u>                                        |                       |                |                                                              |                     |          |                              |  |
| FROM ACCOUNT: <i>(decrease)</i>                              |                       |                | TO ACCOUNT: <i>(increase)</i>                                |                     |          | Village Manager      Da      |  |
| NUMBER                                                       | DESCRIPTION           | AMOUNT         | NUMBER                                                       | DESCRIPTION         | AMOUNT   | Dir of Support Svcs      Dat |  |
| 4302510 62015                                                | BUILDING IMPROVEMENTS | \$ (58,500.00) | 4302510 55352                                                | MEMBRANE CARTRIDGES | \$13,500 |                              |  |
| REASON: Not anticipated use for current budget year          |                       |                | REASON: Increased material purchase cost. Three year average |                     |          | DATE ENTERED                 |  |
|                                                              |                       |                | history above current budget amount.                         |                     |          | ____/____/____               |  |
|                                                              |                       |                |                                                              |                     |          | By: _____                    |  |
| NUMBER                                                       | DESCRIPTION           | AMOUNT         | NUMBER                                                       | DESCRIPTION         | AMOUNT   | Resolution Required:         |  |
|                                                              |                       |                | 4302510 55600                                                | CHEMICALS           | \$45,000 | Yes _____                    |  |
| REASON:                                                      |                       |                | REASON: Increased cost of chemicals as well as three year    |                     |          | Resolution # _____           |  |
|                                                              |                       |                |                                                              |                     |          | No _____                     |  |
|                                                              |                       |                |                                                              |                     |          | Budget Transfer #            |  |
| NUMBER                                                       | DESCRIPTION           | AMOUNT         | NUMBER                                                       | DESCRIPTION         | AMOUNT   | Page ____ of ____            |  |
|                                                              |                       |                |                                                              |                     |          |                              |  |
| REASON:                                                      |                       |                | REASON:                                                      |                     |          |                              |  |
|                                                              |                       |                |                                                              |                     |          |                              |  |
|                                                              |                       |                |                                                              |                     |          |                              |  |
| NUMBER                                                       | DESCRIPTION           | AMOUNT         | NUMBER                                                       | DESCRIPTION         | AMOUNT   |                              |  |
|                                                              |                       |                |                                                              |                     |          |                              |  |
| REASON:                                                      |                       |                | REASON:                                                      |                     |          |                              |  |
|                                                              |                       |                |                                                              |                     |          |                              |  |
|                                                              |                       |                |                                                              |                     |          |                              |  |

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM |                        |            |                                                                |                    |          | FINANCE USE ONLY:             |  |
|--------------------------------------------------------------|------------------------|------------|----------------------------------------------------------------|--------------------|----------|-------------------------------|--|
| Requested by: <u>Matthew Supert</u>                          |                        |            |                                                                |                    |          | APPROVED:                     |  |
| Date: <u>10/21/24</u>                                        |                        |            |                                                                |                    |          |                               |  |
| FROM ACCOUNT: (decrease)                                     |                        |            | TO ACCOUNT: (increase)                                         |                    |          | Village Manager _____ Da      |  |
| NUMBER                                                       | DESCRIPTION            | AMOUNT     | NUMBER                                                         | DESCRIPTION        | AMOUNT   | Dir of Support Svcs _____ Dat |  |
| 4303510 50332                                                | INSPECTION ENGINEERING | (\$61,000) | 4303510 52690                                                  | LEAK DETECTION     | \$6,000  |                               |  |
| REASON: _____                                                |                        |            | REASON: Additional costs for leak detection and locating       |                    |          | DATE ENTERED                  |  |
| _____                                                        |                        |            | of water main breaks                                           |                    |          | ____/____/____                |  |
| _____                                                        |                        |            | _____                                                          |                    |          | By: _____                     |  |
| NUMBER                                                       | DESCRIPTION            | AMOUNT     | NUMBER                                                         | DESCRIPTION        | AMOUNT   | Resolution Required:          |  |
| 4303510 53040                                                | PATCHING               | \$10,000   | 4303510 53040                                                  | PATCHING           | \$10,000 | Yes _____                     |  |
| REASON: _____                                                |                        |            | REASON: Additional costs for asphalt and concrete patching rep |                    |          | Resolution # _____            |  |
| _____                                                        |                        |            | due to water main breaks                                       |                    |          | No _____                      |  |
| _____                                                        |                        |            | _____                                                          |                    |          | Budget Transfer # _____       |  |
| NUMBER                                                       | DESCRIPTION            | AMOUNT     | NUMBER                                                         | DESCRIPTION        | AMOUNT   | Page _____ of _____           |  |
| 4303510 55250                                                | WATER REPAIR PARTS     | \$45,000   | 4303510 55250                                                  | WATER REPAIR PARTS | \$45,000 |                               |  |
| REASON: _____                                                |                        |            | REASON: Additional repair materials including pipe, sleeves    |                    |          |                               |  |
| _____                                                        |                        |            | and related materials for repair for water main breaks         |                    |          |                               |  |
| _____                                                        |                        |            | _____                                                          |                    |          |                               |  |
| NUMBER                                                       | DESCRIPTION            | AMOUNT     | NUMBER                                                         | DESCRIPTION        | AMOUNT   |                               |  |
| 4303510 55250                                                | WATER REPAIR PARTS     | \$45,000   | 4303510 55250                                                  | WATER REPAIR PARTS | \$45,000 |                               |  |
| REASON: _____                                                |                        |            | REASON: _____                                                  |                    |          |                               |  |
| _____                                                        |                        |            | _____                                                          |                    |          |                               |  |
| _____                                                        |                        |            | _____                                                          |                    |          |                               |  |
| NUMBER                                                       | DESCRIPTION            | AMOUNT     | NUMBER                                                         | DESCRIPTION        | AMOUNT   |                               |  |
| 4303510 55250                                                | WATER REPAIR PARTS     | \$45,000   | 4303510 55250                                                  | WATER REPAIR PARTS | \$45,000 |                               |  |
| REASON: _____                                                |                        |            | REASON: _____                                                  |                    |          |                               |  |
| _____                                                        |                        |            | _____                                                          |                    |          |                               |  |
| _____                                                        |                        |            | _____                                                          |                    |          |                               |  |

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM                                                              |  |  |                                                                                                                      |  |  | FINANCE USE ONLY:           |  |
|---------------------------------------------------------------------------------------------------------------------------|--|--|----------------------------------------------------------------------------------------------------------------------|--|--|-----------------------------|--|
| Requested by: <u>Matthew Supert</u>                                                                                       |  |  |                                                                                                                      |  |  | APPROVED:                   |  |
| Date: <u>10/21/24</u>                                                                                                     |  |  |                                                                                                                      |  |  |                             |  |
| <b>FROM ACCOUNT: (decrease)</b><br>NUMBER      DESCRIPTION      AMOUNT<br>4402515 53075    SEWER TELEVISION    (\$10,000) |  |  | <b>TO ACCOUNT: (increase)</b><br>NUMBER      DESCRIPTION      AMOUNT<br>4402515 55354    SAND AND GRAVEL    \$10,000 |  |  | Village Manager    Date     |  |
| REASON:                                                                                                                   |  |  | REASON: Additional costs for ROW restoration materials for underground work.                                         |  |  | Dir of Support Svcs    Date |  |
|                                                                                                                           |  |  |                                                                                                                      |  |  | DATE ENTERED                |  |
|                                                                                                                           |  |  |                                                                                                                      |  |  | ____/____/____              |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                              |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                         |  |  | By: _____                   |  |
| REASON:                                                                                                                   |  |  | REASON:                                                                                                              |  |  | Resolution Required:        |  |
|                                                                                                                           |  |  |                                                                                                                      |  |  | Yes _____                   |  |
|                                                                                                                           |  |  |                                                                                                                      |  |  | Resolution # _____          |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                              |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                         |  |  | No _____                    |  |
| REASON:                                                                                                                   |  |  | REASON:                                                                                                              |  |  | Budget Transfer #           |  |
|                                                                                                                           |  |  |                                                                                                                      |  |  | Page _____ of _____         |  |
|                                                                                                                           |  |  |                                                                                                                      |  |  |                             |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                              |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                         |  |  |                             |  |
| REASON:                                                                                                                   |  |  | REASON:                                                                                                              |  |  |                             |  |
|                                                                                                                           |  |  |                                                                                                                      |  |  |                             |  |
|                                                                                                                           |  |  |                                                                                                                      |  |  |                             |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                              |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                         |  |  |                             |  |
| REASON:                                                                                                                   |  |  | REASON:                                                                                                              |  |  |                             |  |
|                                                                                                                           |  |  |                                                                                                                      |  |  |                             |  |
|                                                                                                                           |  |  |                                                                                                                      |  |  |                             |  |

| VILLAGE OF WESTERN SPRINGS<br>BUDGET TRANSFER/AMENDMENT FORM                                                             |  |  |                                                                                                                        |  |  | FINANCE USE ONLY:                                         |  |
|--------------------------------------------------------------------------------------------------------------------------|--|--|------------------------------------------------------------------------------------------------------------------------|--|--|-----------------------------------------------------------|--|
| Requested by: <u>Matthew Supert</u><br>Date: <u>10/21/24</u>                                                             |  |  |                                                                                                                        |  |  | APPROVED: _____<br><br>_____                              |  |
| <b>FROM ACCOUNT: (decrease)</b><br>NUMBER      DESCRIPTION      AMOUNT<br>4501360 55508    FAÇADE/SIGNAGE      (\$2,000) |  |  | <b>TO ACCOUNT: (increase)</b><br>NUMBER      DESCRIPTION      AMOUNT<br>4501360 52300    LANDSCAPING      \$7,000      |  |  | Village Manager _____ Da<br>Dir of Support Svcs _____ Dat |  |
| REASON: _____<br>_____                                                                                                   |  |  | REASON: Unanticipated additional cost for ROW and Paver<br>repair in front of Starbucks at Burlington and Grand Avenue |  |  | DATE ENTERED<br>____/____/____                            |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                             |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                           |  |  | By: _____                                                 |  |
| REASON: _____<br>_____                                                                                                   |  |  | REASON: _____<br>_____                                                                                                 |  |  | Resolution Required:<br>Yes _____                         |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                             |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                           |  |  | Resolution # _____<br>No _____                            |  |
| REASON: _____<br>_____                                                                                                   |  |  | REASON: _____<br>_____                                                                                                 |  |  | Budget Transfer # _____                                   |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                             |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                           |  |  | Page ____ of ____                                         |  |
| REASON: _____<br>_____                                                                                                   |  |  | REASON: _____<br>_____                                                                                                 |  |  |                                                           |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                             |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                           |  |  |                                                           |  |
| REASON: _____<br>_____                                                                                                   |  |  | REASON: _____<br>_____                                                                                                 |  |  |                                                           |  |
| NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                             |  |  | NUMBER      DESCRIPTION      AMOUNT<br>_____                                                                           |  |  |                                                           |  |



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: December 2, 2024

#### AGENDA ITEM 11.D.

**To:** Board of Trustees

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

**CC:** Ellen Baer, Village Manager

**RE:** South TIF Expenditure – Second Distribution per Economic Incentive Agreement to Hawthorn 45, LLC

---

#### Recommendation

Staff recommends that the Finance Committee consider the approval of the second disbursement to Hawthorn 45, LLC (Foxford) for the increment received from the 2023 Levy year in the amount of \$145,295.23. The Finance Committee reviewed the request at its meeting held on November 18th and recommended the approval to the Village Board.

#### Summary

In accordance with resolution number 20-2557, the Village has prepared the *eighth disbursement* and transfer of tax increment financing (TIF) funds to Hawthorn 45, LLC, formerly known as Foxford Station, LLC. The amount to be distributed was calculated by applying 70% to the TIF collections, of the 2023 Tax Levy, received from the first installment of property taxes, from tax code (21278).

An excerpt of a collection spreadsheet was provided by Cook County and lists which parcels have paid and the related calculated increment. Based on the County's report, tax code 21278 generated \$433,603.90. To-date, all of the funds have been collected and the allocation of 70% to Hawthorn 45, LLC is calculated at \$303,522.72.

Approval of the June 1, 2024 disbursement was approved by the Board per Resolution No. 24-2849 in the amount of \$158,227.49 to Hawthorn 45, LLC for the amount collected by the County through June 1, 2024. The remaining amount due to Hawthorne 45, LLC is **\$145,295.23**.

\$303,522.72 Full Increment Received 2023 Levy Year, Collected 2024

(158,227.49) First Disbursement (June 1, 2024)

**\$145,295.23** Amount due to Hawthorn 45, LLC

#### Financial Impact

The Amended 2024 Budget includes a line item in the Downtown South TIF Fund in the amount of \$303,525. The approval of the second distribution will make a total payment of \$303,522.72. The offset of this payment is increment received solely from this Tax Code, totaling

\$433,603.90.

### **Recommended Motion**

Motion to move the approval of the second distribution per the Economic Incentive Agreement to Hawthorn 45, LLC in the amount of \$145,295.23 to the omnibus for consideration for the Regular Meeting of the Village Board on December 16, 2024..

### **Strategic Plan Alignment**

- Economic Development

### **File Attachments**

1. 2023 County TIF Report

| TIF Agency | TIF Name                                 | TIF Tax Code | Tax Code Rate 2023 | Tax Code EAV 2023 | Tax Code Frozen EAV | Tax Code Increment 2023 | Tax Code Revenue 2023 | Tax Code Distribution % 2023 | TIF Total EAV 2023 | TIF Total Frozen EAV | TIF Total Increment 2023 | TIF Total Revenue 2023 |
|------------|------------------------------------------|--------------|--------------------|-------------------|---------------------|-------------------------|-----------------------|------------------------------|--------------------|----------------------|--------------------------|------------------------|
| 031300500  | TIF VIL OF WESTERN SPRINGS-DOWNTOWN SOUT | 21275        | 7.369              | 12,717,100        | 8,047,778           | 4,669,322               | 344,082.34            | 36.7168772755                | 18,976,746         | 8,423,262            | 10,553,484               | 777,686.24             |
| 031300500  | TIF VIL OF WESTERN SPRINGS-DOWNTOWN SOUT | 21278        | 7.369              | 6,259,646         | 375,484             | 5,884,162               | 433,603.90            | 94.0015138236                | 18,976,746         | 8,423,262            | 10,553,484               | 777,686.24             |

777,686.24

433,603.90 Total (Less Unpaid Amount)

**303,522.72 Total Payment Due (Full Year)**

\$ 303,522.72 Full Increment Rec'd

(158,227.49) First Disbursement (June 1, 2024)

\$ 145,295.23 Amount due to Hawthorne 45, LLC





## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: December 2, 2024

#### **AGENDA ITEM 13.A.**

**To:** Board of Trustees

**From:** Matthew Supert, Director of Municipal Services

**CC:** Ellen Baer, Village Manager

**RE:** Lead Service Line Replacement Project - Phase 1 - Amendment 1 and 2 to Engineering Contract

---

#### **Recommendation**

The Public Works & Water Committee recommends the approval of two amendments to the Professional Services Agreement between the Village of Western Springs and HR Green, Inc. in an amount of \$10,656.00.

#### **Summary**

Attached for the Board's review is Amendment No. 1. and Amendment No. 2 to the Professional Services Agreement (PSA) for the Phase 1 Lead Service Line Replacement Project, Design Engineering Services. The Village Board approved a Professional Services Agreement with HR Green in February of 2023 for the Phase I (Year 1) design services, bid documentation and IEPA submittals in an amount of \$65,170.00.

#### **Amendment No. 1**

Amendment No.1 is a proposed increase to the contract in the amount of \$10,656.00. As the design for the project moved forward the Village and HR Green encountered unanticipated additional costs related to the project design for the relocation of lead service lines. When most older homes were constructed the water service line, and the sanitary line were installed in the same trench to the home. The initial engineering intention was that the new service line would be installed in approximately the same location as the old service line and terminate into the home at the same location.

Updated IEPA regulations require that the service line have ten (10) feet of separation from the sanitary line. Additional engineering field work was required to locate underground utility conflicts and avoid parkway trees in the design. In some cases, the coordination of a site visit and entrance into the home to document how the existing service line entered was required.

The proposed change order increases the not to exceed amount of the PSA to \$75,826.00 for services performed to complete the Phase I design with a total change order amount of \$10,656.00.

## **Amendment No. 2**

Amendment No. 2 is a revision to the scope of services to add additional language to the PSA as required by the IEPA. The additional language is as follows:

### **Illinois EPA Public Water Supply Loan Program**

1. The CLIENT is anticipating the Project to be funded through the Illinois EPA Public Water Supply Loan program (PWSLP) and the COMPANY shall maintain books, records, documents, and other evidence directly pertinent to performance of PWSLP loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois EPA or any of its authorized representatives shall have access to books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

Information and reports resulting from access to records pursuant to this section shall be disclosed to the Illinois EPA. The COMPANY shall have an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

- Books, records, documents, and other evidence directly pertinent to performance of PWSLP loan work under this Agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- Information and reports resulting from access to records pursuant to subsection (1) above shall be disclosed to the Agency. The auditing agency shall afford the COMPANY an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

Records under this section shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those

records that related to any dispute pursuant to Section 664.650 of the procedures for issuing loans from the PWSLP, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

The COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the CLIENT shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

2. The COMPANY agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with Loan Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the COMPANY acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

3. The COMPANY shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The COMPANY shall carry out applicable requirements of 40 CRF Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the COMPANY 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.

### **Financial Impact**

The change order includes an additional cost of \$10,656.00 not budgeted and would be charged to account 4303510-50331. A budget amendment is not anticipated for this item.

### **Recommended Motion**

Motion to approve the Amendment No. 1 and Amendment No. 2 between the Village of Western Springs and HR Green, Inc. for additional design services for the Phase I Lead Service Line replacement Program to the Village Board for consideration, in an amount not to exceed \$10,656.00, and to approved the additional IEPA language to the Professional Services Agreement.

### **Strategic Plan Alignment**

- Infrastructure Improvements

**File Attachments**

1. Amd\_2\_2024-LSL-Design\_103124
2. Amd\_1\_2024-LSL-Design\_101624
3. Lead Service Line Replacement Change Order 2
4. Lead Service Line Replacement Change Order 1



**HR GREEN, INC.  
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2**

THIS AMENDMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between, VILLAGE OF WESTERN SPRINGS the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Lead Service Lines Replacement – Phase 1 Design Engineering Services

hereby amends the original Professional Services Agreement dated 2-27-2023 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

The below Item is added to the Agreement

Illinois EPA Public Water Supply Loan Program

1. The CLIENT is anticipating the Project to be funded through the Illinois EPA Public Water Supply Loan program (PWSLP) and the COMPANY shall maintain books, records, documents, and other evidence directly pertinent to performance of PWSLP loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois EPA or any of its authorized representatives shall have access to books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

Information and reports resulting from access to records pursuant to this section shall be disclosed to the Illinois EPA. The COMPANY shall have an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

- Books, records, documents, and other evidence directly pertinent to performance of PWSLP loan work under this Agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- Information and reports resulting from access to records pursuant to subsection (1) above shall be disclosed to the Agency. The auditing agency shall afford the COMPANY an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

Records under this section shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that related to any dispute pursuant to Section 664.650 of the procedures for issuing loans



from the PWSLP, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

The COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the CLIENT shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

2. The COMPANY agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with Loan Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the COMPANY acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
3. The COMPANY shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The COMPANY 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 COMPANY 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.

COMPANY Project Number: 2202505

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

☒ N/A

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is Seventy-Five Thousand Eight Hundred and Twenty-Six Dollars (\$75,826)

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.



THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

VILLAGE OF WESTERN SPRINGS

HR GREEN, INC.

A handwritten signature in black ink, appearing to read 'Ravi Jayaraman'.

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

By: Ravi Jayaraman, PE



**HR GREEN, INC.  
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1**

THIS AMENDMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between, VILLAGE OF WESTERN SPRINGS the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Lead Service Lines Replacement – Phase 1 Design Engineering Services

hereby amends the original Professional Services Agreement dated 2-27-2023 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

Additional services performed include:

1. Design work to relocate b-boxes to protect trees in parkways. There were many mature trees that required existing b-boxes to be relocated to protect the trees. (8 hours for Engineering and 40 hours for CADD technician)
2. Revising street restoration details in contract plans and specifications to go with half-panel concrete restorations versus full-panel concrete restorations to limit capital expenditures (8 hours Engineering and 16 hours CADD technician)

Total Hours

Engineering = 16 hours

CADD Technician = 56 hours

COMPANY Project Number: 2202505

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- ☒ Per Time and Material basis with a not-to-exceed fee to be increased by Ten Thousand Six Hundred and Fifty-Six Dollars (\$10,656)

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is Seventy-Five Thousand Eight Hundred and Twenty-Six Dollars (\$75,826)

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.





THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

VILLAGE OF WESTERN SPRINGS

HR GREEN, INC.

A handwritten signature in black ink, appearing to read 'Ravi Jayaraman'.

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

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

Ravi Jayaraman, Principal

## CHANGE ORDER NO. 2:

### Lead Service Line Replacement Project - Phase 1 - Amendment 2 to Engineering Contract

Owner: **Village of Western Springs**

Date Issued: 11/13/24

Engineer: **HR Green, Inc.**

Contractor:

Project: **Lead Service Line Replacement  
- Phase 1 – Professional Service  
Agreement**

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

Description: **Increase in Contract Price**

Attachments: **Amd\_2\_2024-LSL-Design\_103124.PDF**

| Change in Contract Price                                                       | Change in Contract Times                                                                                                    |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br>\$ <u>65,170.00</u>                                | Original Contract Times:<br>Substantial Completion: _____<br>Ready for final payment: _____                                 |
| <b>Increase</b> from previously approved Change Orders No. 1:<br>\$ <u>N/A</u> | from previously approved Change Orders No.1 to No. _____<br>Substantial Completion: _____<br>Ready for final payment: _____ |
| Contract Price prior to this Change Order:<br>\$ <u>65,170.00</u>              | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for final payment: _____               |
| <b>Increase</b> this Change Order:<br>\$ <u>10,656.00</u>                      | this Change Order:<br>Substantial Completion: _____<br>Ready for final payment: _____                                       |
| Contract Price incorporating this Change Order:<br>\$ <u>75,826.00</u>         | Contract Times with all approved Change Orders:<br>Substantial Completion: _____<br>Ready for final payment: _____          |

#### Recommended by Staff

By: Matthew Supert

Title: Director of Municipal Services

Date: 11/13/24

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

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

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

#### Accepted by Contractor

\_\_\_\_\_  
Approved by Funding Agency (if applicable)

**CHANGE ORDER NO. 1:**

**Lead Service Line Replacement Project - Phase 1 - Amendment 1 to Engineering Contract**

Owner: **Village of Western Springs**

Date Issued: **11/13/24**

Engineer: **HR Green, Inc.**

Contractor:

Project: **Lead Service Line Replacement  
- Phase 1 – Professional Service  
Agreement**

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

Description: **Additional IEPA Language to PSA**

Attachments: **Amd\_1\_2024-LSL-Design\_101624.PDF**

| <b>Change in Contract Price</b>                                                         | <b>Change in Contract Times</b>                                                                                             |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br>\$ <u>65,170.00</u>                                         | Original Contract Times:<br>Substantial Completion: _____<br>Ready for final payment: _____                                 |
| <b>Increase</b> from previously approved Change Orders No. 1 to No. 2:<br>\$ <u>N/A</u> | from previously approved Change Orders No.1 to No. _____<br>Substantial Completion: _____<br>Ready for final payment: _____ |
| Contract Price prior to this Change Order:<br>\$ <u>75,826.00</u>                       | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for final payment: _____               |
| <b>Increase</b> this Change Order:<br>\$ <u>0</u>                                       | this Change Order:<br>Substantial Completion: _____<br>Ready for final payment: _____                                       |
| Contract Price incorporating this Change Order:<br>\$ <u>75,826.00</u>                  | Contract Times with all approved Change Orders:<br>Substantial Completion: _____<br>Ready for final payment: _____          |

**Recommended by Staff**

By: Matthew Supert

Title: Director of Municipal Services

Date: 11/13/24

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

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

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

**Accepted by Contractor**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved by Funding Agency (if applicable)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: December 2, 2024

#### **AGENDA ITEM 13.B.**

**To:** Board of Trustees

**From:** Matthew Supert, Director of Municipal Services

**CC:** Ellen Baer, Village Manager

**RE:** Lead Service Line Replacement Project - Phase 2 - Design and Bidding Services Proposal - HR Green

---

#### **Recommendation**

The Public Works & Water Committee recommends the approval of a Professional Services Agreement with HRGreen, Inc. for Design and Bidding Services for the Phase 2 Lead Service Line Replacement Program in an amount not to exceed \$69,083.00

#### **Summary**

Attached for the Committee's review is a Professional Services Agreement (PSA) from HRGreen, Inc. for Phase 2 Design Engineering Services for the replacement of 45 lead service lines. The scope of the design services includes:

- Project Management including collection of data for the purposes of identifying potential replacement locations.
- Design Services, including field investigation service and obtaining written confirmation from each property owner to replace the lead service line.
- Property Survey collection including in-home inspections if necessary for the purposes of field measurements to determine location of water meter/service penetration and the location of the sanitary service line.
- Preparation of the Summary Plan Sheet for proposed project areas.
- Preparation of specifications for the IEPA, and regulatory coordination.
- Bid phase services.

#### **Financial Impact**

Item is requested in the 2025 Budget.

#### **Recommended Motion**

Motion to approve the Professional Services Agreement with HRGreen, Inc. for Design and Bidding Services for the Phase 2 Lead Service Line Replacement Program in an amount not to exceed \$69,083.00

## **Strategic Plan Alignment**

- Infrastructure Improvement

## **File Attachments**

1. Professional Services Agreement - Phase 2 Design Services for Lead Service Line Replacement



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Lead Services Line Replacement  
Phase 2: Design Services for Lead Service Line Replacement**

Mr. Ronald Derengowski  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois, 60558  
(708) 246-1800 Ext. 214

Mr. Ravi Jayaraman, Senior Project Manager  
HR Green, Inc.  
1391 Corporation Drive, Suite 203  
McHenry, Illinois, 60050  
HR Green Project Number: 2202505.02

October 29, 2024

## **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 CLIENT is required to complete Village-wide replacement of lead service lines to meet the Lead Service Line Replacement and Notification Act (Public Act 102-0613). Based on the CLIENT's current lead service line inventory, the CLIENT is estimating that approximately 583 properties will require water service line replacement. The CLIENT will be required to replace a minimum of approximately 7% of the lead service lines per year, assuming the CLIENT has less than 1,200 total lead service lines within the Village. The COMPANY had previously assisted the CLIENT with the development of a Project Plan for lead service line replacement, which included a preliminary phasing plan (Phase 0 through 14). The COMPANY is in process of finalizing Phase 1 engineering design services for 42 lead service lines. For this AGREEMENT, the CLIENT is requesting for the COMPANY to provide Phase 2 design engineering services for 45 lead service lines.

According to the CLIENT's Municipal Code, the COMPANY understands that the CLIENT considers the water service line to be owned by the property owner and it is the responsibility of the property owner to maintain, repair, and/or replace the entire length of the service line from the meter to the supply main (Municipal Code 8-5-7). However, to meet the new requirements under the Lead Service Line Replacement and Notification Act, the CLIENT plans to use SRF loan funds to replace the lead service lines on both the public side (from water main to the curb stop box) and the private side (from curb stop box to the private property). Partial lead service line replacements are prohibited by State law; therefore, if the property owner refuses for the CLIENT to replace the entire service line, the property owner must complete and sign the Illinois Department of Public Health's (IDPH) Waiver of Complete Lead Service Line Replacement.

### 1.2 Design Criteria/Assumptions

- The lead service line replacement shall be designed to follow the most current version of AWWA C810-17: Replacement and Flushing of Lead Service Lines.
- Service line replacement shall conform to all requirements of the CLIENT'S Municipal Code, including but not limited to the following:
  - All new lines serving a building within the Village shall use type "K" pipe (copper pipe) and be one inch (1") or greater.
  - Service lines shall conform to the specifications of the CLIENT's plumbing code (Title 9, Chapter 4).
  - The methodology established in Phase 1 design services will be replicated for Phase 2.



## 2.0 Scope of Services

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

### Meetings, QA/AC, Project Management and Coordination

1. Conduct a virtual kick-off meeting with CLIENT, using Teams, to review the project scope, schedule, and to discuss key elements. CLIENT will provide COMPANY with a list of addresses for Phase 2 design services.
2. Collect maps, shapefiles, drawings, specifications, reports, and other pertinent information from CLIENT.
3. Provide project management throughout the project duration; project duration is estimated to be approximately 8 months.
4. Provide Quality Control and Quality Assurance services.
5. Review and progress meetings with CLIENT (Limited to 1 review meeting for 60% documents and 1 additional design progress/review meeting at the CLIENT's discretion. A total of two 1-hour Teams design review meetings are included in the proposal.)

### Design Services

1. Prior to COMPANY initiating field investigation services, CLIENT to obtain written confirmation from each property owner that they agree for CLIENT to replace the entire service line.
2. Property Survey
  - a. Resident Coordination: CLIENT to contact each individual property owner to schedule a time for the inspection. CLIENT to schedule multiple inspections within the same block to minimize the number of trips required.
  - b. External Spot Survey: COMPANY will collect the following:
    - i. Tree sizes and tree locations within the parkway/ROW in front of the properties requiring water service replacement
    - ii. Spot survey on water valve vaults to verify which side of the street the watermain is located on
    - iii. Locate Curb boxes, sanitary cleanouts, edge of driveways, and identify street material
    - iv. Locate foundation corners of the houses
    - v. Photographs of curb box, the house, extensive landscaping, etc.
  - c. In-Home Inspection: CLIENT representative will accompany COMPANY representative for in-home inspections. COMPANY will collect the following:
    - i. Photographs of water meter location
    - ii. Photographs of service penetration inside the house
    - iii. Photographs of sanitary service location
    - iv. Field measurements to identify the approximate location of water meter/service penetration and sanitary service line
3. Prepare Summary Plan Sheet for Each Property which includes the following:
  - a. Property address
  - b. Approximate location and size of existing water service line

- c. Approximate location of existing sanitary service line (if found)
- d. Existing trees and tree protection zones recommended by Village Forester
- e. Proposed location for the public water service line and curb box. Note:  
Contractor will be required to identify the best route for the private water service line
- f. Photograph of curb box location
- g. Photograph of water meter/service penetration inside the house
4. Prepare bid specifications per Illinois Environmental Protection Agency (IEPA) Standards. Create a summary of quantities sheet. Create plan set with location map, summary plan sheets for each property, and proposed details for bidding. Prepare project specific special provisions per IEPA requirements.
5. Meet with CLIENT to review comments on 60% submittal and prepare 100% contract documents. Prepare opinion of probable construction
6. Coordinate with regulatory agencies as needed to obtain necessary permits.
7. Develop a project schedule for advertisement, bidding and construction completion.
8. Submit 3 hard copy sets of the final bid set drawings and contract documents and a complete electronic set.

#### Bid Phase Services

1. Provide construction documents to prospective bidders.
2. Maintain a record of parties to whom bidding documents have been issued.
3. Correspond with prospective bidders, suppliers, and other interested parties with questions and comments during the bid period. Issue addenda as appropriate to interpret, clarify, or expand bidding documents.
4. Attend bid opening and assist CLIENT with opening of bids.
5. Prepare bid tabulation sheets and distribute to CLIENT and plan holders.
6. Assist CLIENT with evaluation of bids. Prepare a recommendation for award of contract.
7. Prepare construction contract documents and submit to contractor for completion.

#### Illinois EPA Public Water Supply Loan Program

1. The CLIENT is anticipating the Project to be funded through the Illinois EPA Public Water Supply Loan program (PWSLP) and the COMPANY shall maintain books, records, documents, and other evidence directly pertinent to performance of PWSLP loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois EPA or any of its authorized representatives shall have access to books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

Information and reports resulting from access to records pursuant to this section shall be disclosed to the Illinois EPA. The COMPANY shall have an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of

the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

- Books, records, documents, and other evidence directly pertinent to performance of PWSLP loan work under this Agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- Information and reports resulting from access to records pursuant to subsection (1) above shall be disclosed to the Agency. The auditing agency shall afford the COMPANY an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

Records under this section shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that related to any dispute pursuant to Section 664.650 of the procedures for issuing loans from the PWSLP, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

The COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the CLIENT shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

2. The COMPANY agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with Loan Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the COMPANY acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
3. The COMPANY shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The COMPANY shall carry out applicable requirements of 40 CRF Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the COMPANY 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.

### 3.0 Deliverables and Schedules Included in this Agreement

The Project shall be initiated upon authorization by CLIENT, the estimated project schedule is as follows:

|                                                                |                  |
|----------------------------------------------------------------|------------------|
| 1. Notice to Proceed – NTP.....                                | February 2025    |
| 2. Kick-off meeting with CLIENT.....                           | February 2025    |
| 3. External Spot Survey.....                                   | March-April 2025 |
| 4. In-House Inspections.....                                   | April-June 2025  |
| 5. Submit 60% design documents to CLIENT.....                  | August 2025      |
| 6. Review meeting for 60% design.....                          | August 2025      |
| 7. Submit 100% final documents to CLIENT.....                  | October 2025     |
| 8. Submit to IEPA for Loan Approval.....                       | October 2025     |
| 9. Obtain Loan Commitment.....                                 | December 2025    |
| 10. Advertise for Bids.....                                    | January 2026     |
| 11. Bid Opening.....                                           | February 2026    |
| 12. Submit Bids Received Information to IEPA for Approval..... | February 2026    |
| 13. NTP to Contractor after IEPA Approval.....                 | March 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:

- Property boundary research, including subdivision maps, right-of-way widths, property lines, and property ownership information other than readily available property line information from the County.
- Site survey to identify property lines
- Replacement of water main, fittings, hydrants, or other water utility infrastructure.
- Sidewalk replacement design to meet PROWAG standards.
- Sanitary sewer line, sump pump/storm drainage lines, gas, electrical or any other service line replacement.
- Easements, easement appraisals, negotiation of easements with property owners, and payment of easements.
- Topographic Survey
- Hydraulic water modeling and capacity evaluation of the water distribution system
- Construction administration services
- Construction observation services
- Construction staking

- Any evaluation or modification to the CLIENT sanitary, watermain, and storm sewer systems.
- Any significant roadway replacement and/or modifications other than patching, curb/gutter, and sidewalk replacement associated with the service line replacement.
- Preparation or administration of maps, plats, deeds, or easement documents not specifically referenced in the scope of services.
- Environmental, archeological, historical, or cultural resources investigations, assessments, tests, studies, and reports.
- Meetings with local, State, or Federal agencies to discuss the project.
- Appearances at public meetings and public hearings.
- Plat of Easement
- Plat of Dedication/Highways
- Plat of Survey

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

## **5.0 Services by Others**

None

## **6.0 Client Responsibilities**

- Resident Coordination: CLIENT to contact each individual property owner to schedule a time for the inspection. CLIENT to schedule multiple inspections within the same block to minimize the number of trips required. The CLIENT will provide an initial list of contact information for each address.
- CLIENT's Forester to provide recommendations on proposed curb box location and watermain connection points to protect existing trees
- Provide access to work sites for COMPANY to perform services.
- Pay all permit fees and other required fees associated with the project.
- Provide relevant materials, such as maps, drawings, specifications, shop drawings, utility data, shapefiles, O&M manuals, operating data and reports, maintenance data and reports, water quality and reports.
- Provide personnel knowledgeable about operations and maintenance of facilities to be available for discussions and to answer questions.
- Review all project deliverable documents submitted by COMPANY and provide all comments back to COMPANY within one week, or otherwise as required by the project scope of services and schedule.
- Provide GIS data needed for project.
- Ask the homeowner to remove items from around the water service line penetration into the house for obtaining clean pictures for use in the Summary Sheet.



## 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 will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, 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.

### 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 (T&M) basis with a Not to Exceed fee of \$69,083.**

The breakdown of fee is as follows:

| Task                                                      | Fee (T&M basis)    |
|-----------------------------------------------------------|--------------------|
| Project Management, Meetings, Data Collection from CLIENT | \$ 2,973.00        |
| Field Investigation                                       | \$19,935.00        |
| Design Phase Services                                     | \$41,195.00        |
| Bid Phase Services                                        | \$ 4,980.00        |
| <b>Total</b>                                              | <b>\$69,083.00</b> |



## 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.



8.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.27 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.

Approved by:

Printed/Typed Name: Ravi Jayaraman, PE

Title: Regional Manager/Principal

Date:

11-1-2024

VILLAGE OF WESTERN SPRINGS

Accepted by:

Printed/Typed Name:

Title:

Date:

| HR GREEN, INC.: PROJECT BUDGETING WORKSHEET                         |                                                                             |                      |           |          |     |            |     |        |            |          |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------|-----------|----------|-----|------------|-----|--------|------------|----------|
| PROJECT NAME: Phase 2: Design Services for Lead Service Replacement |                                                                             |                      |           |          |     |            |     |        |            |          |
| PROJECT NUMBER 2202505.02                                           |                                                                             |                      |           |          |     |            |     |        |            |          |
| CLIENT: Village of Western Springs                                  |                                                                             |                      |           |          |     |            |     |        |            |          |
| CLIENT CONTACT: Ron Derengowski                                     |                                                                             |                      |           |          |     |            |     |        |            |          |
| PROJECT MANAGE Ravi Jayaraman                                       |                                                                             |                      |           |          |     |            |     |        |            |          |
| Task                                                                | TOTAL HOURS                                                                 |                      |           |          |     |            |     |        |            |          |
|                                                                     | 1517911411257411                                                            |                      |           |          |     |            |     |        |            |          |
|                                                                     | DESCRIPTION OF TASK                                                         | Task Hours Subtotals |           |          |     |            |     |        |            |          |
|                                                                     |                                                                             |                      | SENIOR PM | Lead Eng | CAD | Group Lead | PLS | SLS II | PROJ CONTR | ADM ASST |
| \$ 2,973.00                                                         | Preliminary and General Work                                                | -                    |           |          |     |            |     |        |            |          |
|                                                                     | Kickoff Meeting (Teams)                                                     | 2                    | 1         | 1        |     |            |     |        |            |          |
|                                                                     | Collect Information from Client                                             | 2                    |           | 2        |     |            |     |        |            |          |
|                                                                     | Project Management - 8 months                                               | 6                    | 2         |          |     |            |     |        | 4          |          |
|                                                                     | QC/QA Services (included below)                                             | -                    |           |          |     |            |     |        |            |          |
|                                                                     | Review and Progress Meetings (2 meetings by Teams)                          | 4                    | 2         | 2        |     |            |     |        |            |          |
|                                                                     |                                                                             |                      |           |          |     |            |     |        |            |          |
| \$ 19,935.00                                                        | Field Investigation / Survey                                                | -                    |           |          |     |            |     |        |            |          |
|                                                                     | In-House Inspection                                                         | 48                   |           | 48       |     |            |     |        |            |          |
|                                                                     | Spot Survey                                                                 | 70                   |           |          |     | 1          | 12  | 57     |            |          |
|                                                                     |                                                                             | -                    |           |          |     |            |     |        |            |          |
|                                                                     |                                                                             | -                    |           |          |     |            |     |        |            |          |
|                                                                     |                                                                             | -                    |           |          |     |            |     |        |            |          |
| \$ 41,195.00                                                        | Design Phase Services                                                       | -                    |           |          |     |            |     |        |            |          |
|                                                                     | Contruction Drawings                                                        | -                    |           |          |     |            |     |        |            |          |
|                                                                     | General Sheets                                                              | 7                    |           | 1        | 6   |            |     |        |            |          |
|                                                                     | Summary Sheet (45 Properties, 2 hours Exhibit and 2 hours Site Description) | 180                  |           | 80       | 100 |            |     |        |            |          |
|                                                                     | Details                                                                     | 10                   |           | 2        | 8   |            |     |        |            |          |
|                                                                     | Specifications                                                              | 8                    |           | 8        |     |            |     |        |            |          |
|                                                                     | 60% Submittal                                                               | 5                    | 1         | 4        |     |            |     |        |            |          |
|                                                                     | EOPC                                                                        | 8                    |           | 8        |     |            |     |        |            |          |
|                                                                     | Internal QA/QC                                                              | 4                    | 4         |          |     |            |     |        |            |          |
|                                                                     | 100% Submittal                                                              | 2                    | 1         | 1        |     |            |     |        |            |          |
|                                                                     | Final Bid Schedule                                                          | 1                    |           | 1        |     |            |     |        |            |          |
|                                                                     | Permitting and SRF Loan Coordination                                        | 8                    |           | 8        |     |            |     |        |            |          |
| \$ 4,980.00                                                         | Bid Phase Services                                                          | -                    |           |          |     |            |     |        |            |          |
|                                                                     | Distribute to bidders/plan rooms                                            | 5                    |           | 1        |     |            |     |        |            | 4        |
|                                                                     | Maintain planholders list                                                   | 4                    |           |          |     |            |     |        |            | 4        |
|                                                                     | Bidder correspondence and Addenda                                           | 11                   | 2         | 8        |     |            |     |        |            | 1        |
|                                                                     | Attend Bid Opening                                                          | 1                    | 1         |          |     |            |     |        |            |          |
|                                                                     | Bid Tab                                                                     | 2                    |           |          |     |            |     |        |            | 2        |
|                                                                     | Evaluate bids, recommendation for award                                     | 3                    | 1         | 2        |     |            |     |        |            |          |
|                                                                     | Prepare construction contract doc                                           | 2                    |           | 2        |     |            |     |        |            |          |
|                                                                     |                                                                             | -                    |           |          |     |            |     |        |            |          |
| TOTAL                                                               | TOTAL PROJECT                                                               | 393                  |           |          |     |            |     |        |            |          |
|                                                                     |                                                                             |                      |           |          |     |            |     |        |            |          |



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Western Springs – Lead Service Line Replacement – Phase 1  
Construction Observation (Full-Time)**

Mr. Matthew Supert  
Village of Western Springs  
740 Hillgrove  
Western Springs, IL, 60558  
708.246.1800

Prepared By:

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

HR Green Project Number: 2202505.01

October 15, 2024

## **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. Matthew Supert, Director of Municipal Services to perform construction engineering services for the Phase 1 Lead Service Line Replacement Project located in the Village of Western Springs, IL.

The services required for this project are to include construction observation services (full-time) for replacement of lead service lines for 42 properties in the Village of Western Springs from the watermain to the curb box (public side) and from the curb box to the water meter inside the building (private side), including but not limited to curb box removal or abandonment, curb box installation, lead service line disconnection and abandonment, installation and connection of new water service line, pavement and driveway restoration, sodding, tree protection, tree root pruning, and other work in accordance with the plans and specifications.

As requested by the CLIENT, **Full-Time** Construction Observation services associated with the Village of Western Springs – Lead Service Line Replacement – Phase 1 Project, located in the Village 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 project is anticipated to be advertised for construction bids in early 2025 with a start date in the spring of 2025. The project includes 42 lead service replacement locations throughout the village limits. The designer anticipates that the project will take 50 days to complete, 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 within the 50 Working Days allotted for 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 complete a preconstruction video of the proposed construction locations to document the existing conditions prior to the start of construction. COMPANY will also utilize this time to prepare its filing system to contract documentation standards and incorporate project specific information into construction management software for project tracking and management.

The project startup also allows HR Green design and construction personnel time to review the plans and specification prior to the start of the project, attend preconstruction meeting with the contractor and CLIENT. COMPANY will coordinate and provide notifications with the CLIENT and property owners prior to starting construction. COMPANY will mark, measure and document contract removal payment items prior to the contractor starting work.

#### 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 50 Working Days for the Lead Service Line Replacement – Phase 1 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.

#### C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, and subcontractors.

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 allocated 8 hours/day for Full-Time Construction Technician in staffing of the project for the length of the Construction Schedule as estimated above in Section 2.0B. 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. 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 – January 15, 2025*
- *Construction Start – March 1, 2025*
- *Construction Completion – (50 Working Days) or by May 10, 2025*
- *Project Closeout – May 31, 2025*

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. Regulated Substances Monitoring & Reporting\*;
- C. Right of way and easement plat preparation\*;
- D. Construction staking and layout\*;
- E. Record Drawings\*, and
- F. 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.

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

## **5.0 Services by Others**

N/A.

## **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 contractors 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 will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, 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.

### **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 **\$77,220.**

| ITEM                                            | MAN-HOURS | LABOR COST   | DIRECT COST (1)     | SUB CONSULTING |
|-------------------------------------------------|-----------|--------------|---------------------|----------------|
| <b>2.1 Construction Observation</b>             |           |              |                     |                |
| Construction Observation & Admin, Pre-Con. Mtg. | 475       | \$ 73,220.00 | \$ 4,000.00         |                |
|                                                 |           |              |                     |                |
| <b>Subtotals:</b>                               | 475       | \$ 73,220.00 | \$ 4,000.00         |                |
| <b>Contract Total:</b>                          |           |              | <b>\$ 77,220.00</b> |                |

**(1) Direct Costs** - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs.

Details are available upon request.

**(2) Construction Observation Services** are based on estimated (50 Resident Engineer + 10 Project Manager = 60 Trips) Field Observation Days (50 working days), 10 P.M. visits at progress meetings with contractor, documentation, and coordination efforts per Scope of Services.



## 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.

#### 8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;

- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;
- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

#### 8.27 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

#### 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 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.



8.30 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. Project Manager

Approved by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

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

VILLAGE OF WESTERN SPRINGS

Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

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

**RESOLUTION NO. 24-2856**

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

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

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

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

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

**DATE:** December 2, 2024

**OTHER:** None.

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE VILLAGE OF  
WESTERN SPRINGS AND HR GREEN, INC. FOR THE  
PERFORMANCE OF PHASE III (CONSTRUCTION  
ENGINEERING) SERVICES RELATED TO THE PHASE  
1 - LEAD SERVICE LINE REPLACEMENT PROGRAM.**

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs ("Village Board") and HR Green, Inc. ("Engineer") desire to enter into a Professional Services Agreement for Phase III Construction Management Services (the "Services") for the Phase 1 - Lead Service Line Replacement Program and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and HR Green, Inc. in Regard to Phase III Construction Management Services for the Phase 1 - Lead Service Line Replacement Program", copies of which are attached hereto as Group Exhibit "A" and made a part hereof (collectively the "PSA"); and

**WHEREAS**, the Services will be performed relative to the fulltime Construction Management and Observation for the replacement of lead service lines at 42 properties, referred to as the "Project". The Village is working towards compliance with the Lead Service Line Replacement ("LSLR") and Notification Act. The LSLR Project Plan is the second milestone identified in the Act, as well as a requirement of the State Revolving Fund ("SRF") Loan that the Village applied for in October 2022. The Services are set forth in more detail in the attached PSA; and

**WHEREAS**, the Engineer's fee to perform the Services is a "not-to-exceed" fee of \$77,220.00. The Engineer's fee will be paid from the Village's potential SRF Loan, Water Fund and/or monies from other lawful sources; and

**WHEREAS**, at an open public meeting held on November 7, 2024, the Public Works and Water Committee (the "Committee") reviewed the terms of the attached PSA, received input from Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; and

**WHEREAS**, at open public meetings held on November 11, 2024, and December 2, 2024, the Village Board reviewed and discussed the Project, and the PSA, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for input from the public. At its December 2, 2024, 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 Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached PSA, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached PSA.

**NOW, THEREFORE, BE IT RESOLVED BY THE 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 Documents.** The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Phase III Construction Management Services("Services") for the Phase 1 - Lead Service Line Replacement Program and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and HR Green, Inc. in Regard to Phase III Construction Management Services for the Phase 1 - Lead Service Line Replacement Program" (collectively the "PSA"), 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 PSA, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

**SECTION 3: Execution of Agreement and Other Documents and Approval of Expenses.** The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and 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 one (1) certified copy of this Resolution and an executed version of the attached PSA to the IEPA (if required by the IEPA) and one (1) certified copy of this Resolution and an executed version of the attached 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 2nd day of December, 2024, 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"**

**Professional Services Agreement  
Between The Village Of Western Springs And HR Green, Inc.  
In Regard To Phase III Construction Management Services In Regard To The  
Phase 1 - Lead Service Line Replacement Program**

and

**Exhibit "1"**

**Rider to Professional Services Agreement  
Between The Village of Western Springs and  
HR Green, Inc. In Regard To  
Phase III Construction Management Services for the Phase 1 - Lead Service Line Replacement Program**

(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. 24-2856**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND HR GREEN, INC. FOR THE PERFORMANCE OF PHASE IIII (CONSTRUCTION ENGINEERING) SERVICES RELATED TO THE PHASE 1 - LEAD SERVICE LINE REPLACEMENT PROGRAM**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting held on the 2<sup>nd</sup> day of December, 2024, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 2<sup>nd</sup> day of December, 2024.

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, 2024.

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

SEAL

**Exhibit "1"**

**Rider to Professional Services Agreement  
Between The Village Of Western Springs And HR Green, Inc.  
In Regard To Phase III Design Engineering Services for  
Phase I Lead Service Line Replacement Project**

(attached)



**Rider to  
Professional Services Agreement  
Between The Village Of Western Springs And HR Green, Inc.  
In Regard To Phase III Design Engineering Services for  
Phase I Lead Service Line Replacement Project**

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

**A. THE ENGINEER AGREES:**

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

**a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**b. Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

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

**c. Deductibles and Self-Insured Retentions**

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

**d. Other Insurance Provisions**

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

(1) General Liability and Automobile Liability Coverages

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

(2) All Coverages

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

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

e. Acceptability of Insurers

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

f. Verification of Coverage

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

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence

or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.

3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
  - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
  - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
  - c. If ENGINEER makes a general assignment for the benefit of creditors.
  - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
  - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.

9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon

completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.

16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
  - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
  - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
  - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
  - d. Financial information and police records.

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

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups,

and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.

19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
  - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
  - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
  - a. If to the VILLAGE:  
Village of Western Springs  
740 West Hillgrove Avenue  
Western Springs, Illinois 60558  
Attn: Ellen Baer, Village Manager
  - b. If to the ENGINEER:  
Current Business Address and Contact Information  
Directed to the President or Project Engineer of the Engineering Firm
  - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

#### B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
  - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
  - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
  - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
  - d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
  - e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
    - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
    - (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
    - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
    - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with

the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
      - (i) abide by the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (2) Establishing a drug-free awareness program to inform employees about:
    - (a) the dangers of drug abuse in the workplace;
    - (b) the ENGINEER's policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance program; and
    - (d) the penalties that may be imposed upon employees for drug violations.
  - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
  - (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
  - (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.



- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.
- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
- n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.

- o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
  - p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.
2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
  - (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

- (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.
3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: December, 2024



H.R. Stewart Inc.  
52 W Crystal St  
Cary IL 60013  
847-639-3331

#### BILL TO

HR Green  
1391 Corporate Drive #Suite 203  
McHenry, IL 60050 USA

ESTIMATE  
47497059

ESTIMATE DATE  
Sep 11, 2024

#### JOB ADDRESS

HR Green Inc.  
1391 Corporate Drive #Suite 203  
McHenry, IL 60050 USA

Job:

#### ESTIMATE DETAILS

Western Springs Watermain Televising: We propose to televise the watermain as requested in RFP dated 9-3-24. The work will include accessing, Draining and televising the watermain per the sketch we received. Based off of drawings and pictures we have reviewed, we think we can televise the entire pipe run from inside the pipe galley. We will remove the existing caps, drain and vacuum out as much water as possible. We will then televise the line in both directions using a color, pan and tilt camera mounted on small wheels. We believe if the line does not have excessive build up of corrosion, we should be able to navigate the 45 and 90 degree bends. Should any sections be under water, the water should be clear enough to get a good visual of the pipe. Should heavy deposits or rust be present, this might cloud the water and cause loss of visibility.

We have also included a second option, should the first option not work going East, then we would excavate the line in the grass area on the South East corner of the building, near the sidewalk, cut out and remove a 24" section, then televise North from there to the elbow.

Once televising is complete, pipe will be returned to the same condition as when we started, capped and put back together.

| SERVICE                                                   | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                          | QTY  | PRICE       | TOTAL       |
|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------|-------------|
| Option 1<br>Televising<br>From Inside<br>Pipe Galley      | Televise Lines From Inside Pipe Gally<br>-Access and remove watermain caps<br>- Drain water from lines (both ways)<br>- Check condition and attempt to televise both ways<br>- Provide remote vacuum tube and Vactor truck to vacuum water from line if required<br>- Televise line both ways with color pan and tilt push camera<br>- Upload all videos and reports | 1.00 | \$5,809.50  | \$5,809.50  |
| Additional<br>Option 2 (If<br>Option 1 Not<br>Able to Get | Excavate watermain in grass area on S.E corner of building<br>- Excavate Watermain<br>- Cut out 24" section for access<br>- Televise line to 90 deg bend                                                                                                                                                                                                             | 1.00 | \$12,680.00 | \$12,680.00 |

Around 90      - Re-install 24" piece with watermain repair couplings Dresser  
Style  
- Backfill line with stone  
- Dispose of extra Spoils  
- Rough Grade

---

**SUB-TOTAL**                      \$18,489.50

**TOTAL**                              \$18,489.50

Sales tax added or inclusive

**CUSTOMER AUTHORIZATION**

The summary above is furnished by H R Stewart as a good faith estimate of work to be performed at the location described above. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed. If the Owner or Architect breaches or attempts to breach any of the terms of this Contract or fails to make any payments when due under this Contract, the Owner shall pay to Company as part of a judgment all of the Company's costs and expenses, including reasonable legal fees. Estimate is good for 30 days from date issued.

Sign here

Date

---

**Exhibit "1"**

**Rider to Professional Services Agreement  
Between The Village Of Western Springs And HR Green, Inc.  
In Regard To Televising and Inspectional Services**

(attached)

**Rider to  
Professional Services Agreement  
Between The Village Of Western Springs And HR Green, Inc.  
In Regard To Televising and Inspectional Services**

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

**A. THE ENGINEER AGREES:**

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

**a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**b. Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

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

**c. Deductibles and Self-Insured Retentions**

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

**d. Other Insurance Provisions**

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

(1) General Liability and Automobile Liability Coverages

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

(2) All Coverages

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

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

e. Acceptability of Insurers

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

f. Verification of Coverage

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

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



paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.

3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
  - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
  - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
  - c. If ENGINEER makes a general assignment for the benefit of creditors.
  - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
  - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.
9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that

all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.

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

16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
  - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
  - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
  - d. Financial information and police records.

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

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return

said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.

19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
  - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
  - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
  - a. If to the VILLAGE:  
Village of Western Springs  
740 West Hillgrove Avenue  
Western Springs, Illinois 60558  
Attn: Ellen Baer, Village Manager
  - b. If to the ENGINEER:  
Current Business Address and Contact Information  
Directed to the President or Project Engineer of the Engineering Firm
  - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

#### B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
  - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
  - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
  - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
  - d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
  - e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
    - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
    - (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
    - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
    - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
  - g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
  - h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
    - (1) Publishing a statement:
      - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
      - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
      - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
        - (i) abide by the terms of the statement; and
        - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
    - (2) Establishing a drug-free awareness program to inform employees about:
      - (a) the dangers of drug abuse in the workplace;
      - (b) the ENGINEER's policy of maintaining a drug-free workplace;
      - (c) any available drug counseling, rehabilitation, and employee assistance program; and
      - (d) the penalties that may be imposed upon employees for drug violations.
    - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
    - (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
    - (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
    - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
    - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
  - i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written

program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.
- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
- n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.
- o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any

- interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
- p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.
2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
  - (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)
  - (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the



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

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

Dated: December, 2024

**RESOLUTION NO. 24-2857**

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

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

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

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

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

**DATE:** December 2, 2024

**OTHER:** None.

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE VILLAGE OF  
WESTERN SPRINGS AND HR GREEN, INC. AND ITS  
SUB-CONTRACTOR H.R. STEWART FOR THE  
TELEVISIONING OF WATERMAIN AT THE WATER  
TREATMENT PLANT FOR WELL #5.**

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs ("Village Board") and HR Green, Inc. ("Engineer") desire to enter into a Professional Services Agreement for Televising and Inspectional Services ("Services") for the Water Treatment Plant and the incoming transmission main for Well #5 and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and HR Green, Inc. in Regard to Televising and Inspectional Services", 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 shall include the draining and televising of internal pipes located in the "Pipe Gally" at the water treatment plant. If necessary, additional work shall include the excavation of the watermain to gain access to televise certain portions of the main. The Services are set forth in more detail in the attached PSA; and

**WHEREAS**, the fee to perform the Services is a "not-to-exceed" fee of \$18,489.50. The Engineer's fee will be paid from the Village's Water Fund; and

**WHEREAS**, at an open public meeting held on November 7, 2024, the Public Works and Water Committee (the "Committee") reviewed 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 November 11, 2024, and December 2, 2024, the Village Board reviewed and discussed the Project, the PSA, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for input from the public. At its December 2, 2024, 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 Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached PSA, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached PSA.

**NOW, THEREFORE, BE IT RESOLVED BY THE 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 Documents.** The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Televising and Inspectional Services ("Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and HR Green, Inc. in regard to Televising and Inspectional Services" (collectively the "PSA"), 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 PSA, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

**SECTION 3: Execution of Agreement and Other Documents and Approval of Expenses.** The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and 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 one (1) certified copy of this Resolution and an executed version of the attached PSA to the IEPA (if required by the IEPA) and one (1) certified copy of this Resolution and an executed version of the attached 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 2<sup>nd</sup> day of December, 2024, 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"**

**Professional Services Agreement  
Between The Village Of Western Springs And HR Green, Inc.  
In Regard To Televising and Inspectional Services**

and

**Exhibit "1"**

**Rider to Professional Services Agreement  
Between The Village of Western Springs and  
HR Green, Inc. In Regard To  
Televising and Inspectional 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 attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

**RESOLUTION NO. 24-2857**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS  
AND HR GREEN, INC. AND ITS SUB-CONTRACTOR H.R. STEWART  
FOR THE TELEVISING OF WATRMMAIN AT THE WATER TREATMENT PLANT FOR WELL #5.**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting held on the 2<sup>nd</sup> day of December, 2024, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 2<sup>nd</sup> day of December, 2024.

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, 2024.

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

SEAL

October 4, 2024

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

Attn: Christopher Breakey, Superintendent of Public Works

RE: **Proposal for Professional Engineering Services for  
Village of Western Springs – CCTV Review, Clean & TV Program Training**

Dear Mr. Breakey:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the 2024 cleaning & televising program in the Village of Western Springs. The program will be implemented in the Ridgewood and Springdale subdivisions along with other areas.

Included in this proposal are the following: Project Overview, Scope of Services, Items Requested from The Village, Payment Terms, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

## **PROJECT OVERVIEW**

The Village of Western Springs is interested in reducing the Inflow and Infiltration (I/I) of stormwater into their sanitary and combined sewer systems. Additionally, the Village wishes to stay compliant with the Metropolitan Water Reclamation District's (MWRD's) Infiltration and Inflow Control Program (IICP). In 2024, the Village has contracted for the cleaning and televising of approximately 30,000 linear feet of sanitary and combined sewer. This data needs to be reviewed to provide recommendations for repairs needed, as well as to evaluate the Village's system for future maintenance needs. This information will allow the Village to target locations where I/I is entering the Village's sewer system, so it can be lessened. The Village has requested training for the closed-circuit televising (CCTV) review process and the management and oversight services that are required to manage a CCTV contract.

## **SCOPE OF SERVICES**

### **A. Project Kickoff Meeting**

REL will schedule a kick-off meeting with the Village to review available sewer system data and discuss milestone dates, project schedule and overall project goals. The technical analysis of the Village's collected data will be completed in conjunction with prior investigation data and background provided by Western Springs.

### **B. CCTV Management & Onsite Observation Training**

REL will visit the cleaning and televising project site and provide observation and management training for staff. During the active cleaning and televising portion of the work, REL will provide up to four (4) hours of contractor management and onsite observation training services as follows:

- Four (4) hours of onsite observation services and training
- Review procedures for responding to heavy cleaning, root cutting, & easement pay item requests
- Sample spreadsheets for use in tracking pay estimates and quantities
- What to include on an Inspector's Daily Report (IDR)
- What photos to take while onsite for documentation purposes
- Notifications, manhole cleaning, vactor usage, & debris baskets overview
- What constitutes light cleaning, heavy cleaning, etc.

10045 West Lincoln Highway, Frankfort, IL 60423 | phone: (815) 806-0300 | fax: (815) 806-0301 | [www.reltd.com](http://www.reltd.com)

### C. CCTV Data Review Training (REL-U)

REL will host a (4) hour CCTV review training session in our Frankfort, IL office location for two (2) of the Village's public works staff. This setting is ideal for training as it has three (3) large screen television monitors, ample classroom style seating and is used for our own internal REL-University training courses for all staff to learn about the different facets of engineering work. The class will cover CCTV review of data, ranking of pipe segments for cured-in-place pipelining (CIPP) priority, review spreadsheet preparation, how to make repair recommendations for repairs including for CIPP, service lateral T-Liners, mainline & service lateral grouting, point repairs, and how to best keep notes on a map and in the spreadsheet.

### D. CCTV Data Review & Analysis

REL will provide sewer televising review by a NASSCO – PACP certified reviewer. CCTV data review will include up to approximately 30,000 linear feet of sewer televising data from the Village's 2024 sewer cleaning and televising program and will identify deficiencies as well as provide overall rehabilitation recommendations and cost estimates for repairs needed. These recommendations will be incorporated into GIS and provided on recommended work plan maps/exhibits for CIPP lining, grouting and point repairs. Recommended sewer repairs will also be provided to the Village in a short summary memo detailing estimated costs for work recommended.

### E. Project Management and Meetings

REL will provide project management for the duration of the project including any required correspondence with the Village as well as discussions and coordination with the Village throughout the project as necessary for the success of the project.

### ITEMS REQUESTED FROM THE VILLAGE

1. GIS data files for sanitary sewers and manholes in the areas being televised
2. Coordination with the Village for cleaning and televising data deliverables from the Contractor
3. Coordination with the Village for training dates

### PAYMENT TERMS

For the above scope of services, REL will invoice on a lump sum and unit price basis with a not to exceed amount of \$21,450. This fee is based on our understanding of the project and experience with similar projects. Invoicing will be done incrementally per each task listed below and throughout the project as work is completed.

In the event the not to exceed amount is reached REL will provide an additional proposal detailing the remaining work and costs to complete all items. The \$21,450 threshold will not be exceeded without permission from Western Springs.

| Task No. | Description                                   | Quantity | Units | Unit Price   | Cost            |
|----------|-----------------------------------------------|----------|-------|--------------|-----------------|
| 1        | Project Kickoff Meeting                       | 1        | LS    | \$1,550      | \$1,550         |
| 2        | CCTV Management & Onsite Observation Training | 1        | LS    | \$2,850      | \$2,850         |
| 3        | CCTV Data Review Training (REL - U)           | 1        | LS    | \$2,250      | \$2,250         |
| 4        | CCTV Data Review & Analysis (~30,000 LF)      | 30,000   | FOOT  | \$0.40       | \$12,000        |
| 5        | Project Management & Meetings                 | 1        | LS    | \$2,800      | \$2,800         |
|          |                                               |          |       | <b>Total</b> | <b>\$21,450</b> |

Village of Western Springs  
Proposal for Professional Engineering Services  
CCTV Review, Clean & TV Program Training  
October 4, 2024

## STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

If the Village is ready to proceed, please execute this proposal by signing the signature block below, as well as initial and date the bottom of the Standards Terms and Conditions page.

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2025 or email me at [joe.sullivan@reltd.com](mailto:joe.sullivan@reltd.com) with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,  
ROBINSON ENGINEERING, LTD.



Joe Sullivan  
I&I Manager  
(815) 412-2025  
[joe.sullivan@reltd.com](mailto:joe.sullivan@reltd.com)

U:\Sullivan\\_PROPOSALS\Western Springs\2024 CCTV Review and Training\Western Springs 2024 CCTV Review, Clean & TV Program Training Proposal.docx

Encl.

cc: Matthew Supert, Director of Municipal Services  
Jeffrey C. Pinter, P.E. – REL, Director of Municipal Services

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title



# ROBINSON ENGINEERING, LTD ("REL")

## STANDARD TERMS AND CONDITIONS

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

**RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIRONMENTAL CONDITIONS OF SITE** - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL's independent professional associates or consultants either before or after the termination date.

**OPINION OF PROBABLE COSTS** – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

**REUSE OF PROJECT DOCUMENTS** – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of

Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

**INDEMNIFICATION** – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

**MUTUAL WAIVER** – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

**DIGITAL TRANSMISSIONS** – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

**COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS** - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

**TERMS OF PAYMENT** – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: \_\_\_\_\_ Date: \_\_\_\_\_

October 4, 2024

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

Attn: Christopher Breakey, Superintendent of Public Works

RE: **Proposal for Professional Engineering Services for  
Village of Western Springs - 2024 MWRD Annual Reporting**

Dear Mr. Supert:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the 2024 annual reporting for the Metropolitan Water Reclamation District (MWRD or District) Infiltration / Inflow Control Program (IICP) that are due to the March 1, 2025. REL appreciates this opportunity to participate in this project that is important to the Village of Western Springs (Village). We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Services Not Included, Items Requested from The Village, Payment Terms, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

## **PROJECT OVERVIEW**

The purpose of this mandatory program is to reduce Sanitary Sewer Overflows (SSOs) and Basement Backups (BBs), comply with the MWRD's National Pollutant Discharge Elimination System (NPDES) permit requirements and to eliminate extraneous flows to the MWRD's facilities by adhering to the requirements of the I/I Control Program (IICP). The IICP requires that the Village of Western Springs, identify and address sources of I/I within the public and private sewer system and to report on this progress annually.

All MWRD satellite communities are required to comply with sewer system investigation and reporting as set forth by the District. One of the goals of the investigations portion of this work is to document public and private sector sewer defects that are to eventually be repaired, while reporting on progress of the inspections and any recent SSOs or BBs. Additionally, the goal of the annual reporting is to ensure each community remains in compliance with the MWRD-IICP. The reporting period runs from Jan 1 – December 31, with annual reports for each calendar year due on March 1, of the following year.

## **SCOPE OF SERVICES**

### **A. Preparation of 2024 MWRD-IICP Annual Summary Report**

Based on the data gathered from Public Works staff, REL will prepare the MWRD-IICP Annual Summary Report submittal in cooperation with the Village. Components of this submittal include the following:

- Certification Form (1-year)
- Review Past Annual Summary Reports (2015 - 2023 Reporting Years)
- Annual Summary Report (2024 Reporting Years)
- Status of High Priority Deficiencies Form
- Capital Improvement Plan (CIP)
- SSO and BB Reporting
- Status Maps & Mapping Updates

## **B. Project Management and Meetings**

REL will provide project management for the duration of the project including any required correspondence with the District as well as discussions and coordination with the Village, and attending any additional meetings with the Village as necessary for the success of the project.

## **SERVICES NOT INCLUDED**

Please note that additional services beyond this scope will be required to remain in compliance with the MWRD IICP program. A separate proposal for any required next step required services including smoke testing, dyed water flooding, manhole inspections, flow monitoring, Long Term Program maintenance cleaning and televising as well as sewer and manhole rehabilitation design and construction engineering services will be provided as needed for the Village to continue to be following the MWRD IICP requirements.

## **ITEMS REQUESTED FROM THE VILLAGE**

1. GIS data files for sanitary sewers and manholes in the MWRD High Priority Area
2. Coordination with the Village for signatures on Annual Summary Reports
3. Coordination with the Village for receiving past Western Springs MWRD reporting information

## **PAYMENT TERMS**

For the above scope of services REL will bill on a time and materials basis with a not to exceed amount of \$7,550 as per the attached billing rate schedule. This fee is based on our understanding of the project and experience with similar projects. Invoicing will be done incrementally throughout the project as work is completed.

In the event the not to exceed amount is reached REL will provide an additional proposal detailing the remaining work and costs to complete all items. The \$7,550 threshold will not be exceeded without permission from Western Springs.

## **STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

If the Village is ready to proceed, please execute this proposal by signing the signature block below, as well as initial and date the bottom of the Standards Terms and Conditions page.

Village of Western Springs  
Proposal for Professional Engineering Services  
2024 MWRD Annual Reporting  
October 4, 2024

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2025 or email me at [joe.sullivan@reltd.com](mailto:joe.sullivan@reltd.com) with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,  
ROBINSON ENGINEERING, LTD.



Joe Sullivan  
I&I Manager  
(815) 412-2025  
[joe.sullivan@reltd.com](mailto:joe.sullivan@reltd.com)

U:\Sullivan\\_PROPOSALS\Western Springs\2024 MWRD Reporting\Western Springs 2024 MWRD Reporting Proposal.docx

Encl.

cc: Matthew Supert, Village of Western Springs, Director of Municipal Services  
Jeffrey C. Pintar, P.E. – REL, Director of Municipal Services

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Printed Name, Title

# ROBINSON ENGINEERING, LTD ("REL")

## STANDARD TERMS AND CONDITIONS

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

**RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIRONMENTAL CONDITIONS OF SITE** - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL's independent professional associates or consultants either before or after the termination date.

**OPINION OF PROBABLE COSTS** – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

**REUSE OF PROJECT DOCUMENTS** – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of

Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

**INDEMNIFICATION** – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

**MUTUAL WAIVER** – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

**DIGITAL TRANSMISSIONS** – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

**COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS** - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

**TERMS OF PAYMENT** – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: \_\_\_\_\_ Date: \_\_\_\_\_

October 4, 2024

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

Attn: Matthew Supert, Director of Municipal Services

RE: **Proposal for Professional Engineering Services**  
**Sanitary Sewer Point Repair Design and Bidding for Springdale and Ridgewood Subdivisions**

Dear Mr. Supert:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the sanitary sewer point repairs needed in the Springdale and Ridgewood subdivisions. REL appreciates this opportunity to participate in this project that is important to the Village of Western Springs (Village). We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

## **PROJECT OVERVIEW**

The Village intends to have the sanitary sewer mains repaired at approximately 10 locations, where current conditions have deteriorated beyond their useful life and the sewers are at risk of complete failure. The project occurs within the Springdale and Ridgewood subdivisions and the limits are 39<sup>th</sup> Street to the North, Harvey Avenue to the East, W. 54<sup>th</sup> Street to the South and Grand Avenue to the West.

## **SCOPE OF SERVICES**

### **A. Project Initiation and Organization Meeting**

REL will conduct a project initiation and organization meeting with Village staff. This meeting will clarify the key objectives and timeframes established by the Village. This initial meeting will (a) confirm the scope of the project; (b) confirm the project schedule, and priorities; and (c) identify key project liaisons to establish communication protocols between the Village and REL. Successful project implementation will require not only the proper technical engineering expertise and experience, but also pro-active communications to ensure that the Village's needs are met.

### **B. Preparation of Engineering Plans and Specifications**

REL will perform a topographic survey, prepare final engineering plans, construction specifications, bidding/contract documents, and an Engineer's probable cost of construction. REL will submit the 90% design documents to the Village for review and comments. The Village's comments will then be integrated to produce final design documents released for bidding.

REL will perform a topographic survey for the ten proposed sewer point repair locations in the Springdale and Ridgewood subdivisions. At each location, the survey will include a roughly 25' x 25' area to cover the extents of the proposed repair and excavation required. The survey will include, but not be limited to, establishing controls, collecting



existing ground elevations, locating existing sanitary and storm sewer manholes (*where structures are visible from the surface*), providing rim to invert measurements, locating water main and associated appurtenances (*where structures are visible from the surface*), pavement limits, adjacent sidewalk grades, streetscape details, street lighting and other physical details necessary within the footprint of the sewer repairs. All surveying will be completed on NAVD '88 vertical datum and in the Illinois State Plane Eastern Zone NAD '83 (2011) horizontal datum.

Underground utility lines not visible from the surface will not be shown. The flagged location of underground utilities, such as electrical, phone, cable, fiber optic, gas and water, will be performed provided the Village orders a J.U.L.I.E. prior to the survey work being performed.

### **C. Project Bidding**

Once the project is designed, the Point Repair design package for the Springdale and Ridgewood subdivisions will be bid. REL will assist the Village with advertising the project in the local newspaper by contacting contractors who typically perform sanitary sewer point repairs. REL will respond to contractor questions during the bidding phase, and issue addenda to the contract documents when required. REL will attend the bid opening, prepare the bid tabulation, assist the Village in evaluating the bid proposals, and prepare a letter of recommendation for award of the contract.

### **D. Utility and Regulatory Agency Coordination & Permitting**

Permitting and coordination will be required with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) to obtain a construction permit. REL will prepare and submit a sanitary sewer permit application for MWRDGC review. REL will also communicate with other utilities through a request for J.U.L.I.E. locates for work in the Springdale and Ridgewood subdivisions at the 10 locations where repair work is needed.

### **PAYMENT TERMS**

For the above scope of services, excluding construction engineering, REL offers a lump sum fee of \$34,950. This fee is based on our understanding of the project and experience with similar projects.

### **STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

If the Village is ready to proceed, please execute this proposal by signing the signature block below, as well as initial and date the bottom of the Standards Terms and Conditions page.

Village of Western Springs  
Proposal for Professional Engineering Services  
Sanitary Sewer Point Repair Design and Bidding for Springdale and Ridgewood Subdivisions  
October 4, 2024

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2025 or email me at [joe.sullivan@reltd.com](mailto:joe.sullivan@reltd.com) with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,  
ROBINSON ENGINEERING, LTD.



Joe Sullivan  
I&I Manager  
(815) 412-2025  
[joe.sullivan@reltd.com](mailto:joe.sullivan@reltd.com)

U:\Sullivan\PROPOSALS\Western Springs\2024 Point Repair Design\Western Springs 2025 Point Repair Design Proposal.docx

Encl.

cc: Christopher Breakey – Village of Western Springs, Superintendent of Public Works  
Jeffrey C. Pintar, P.E. – REL, Director of Municipal Services

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

# ROBINSON ENGINEERING, LTD ("REL")

## STANDARD TERMS AND CONDITIONS

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

**RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIRONMENTAL CONDITIONS OF SITE** - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL's independent professional associates or consultants either before or after the termination date.

**OPINION OF PROBABLE COSTS** – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

**REUSE OF PROJECT DOCUMENTS** – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of

Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

**INDEMNIFICATION** – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

**MUTUAL WAIVER** – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

**DIGITAL TRANSMISSIONS** – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

**COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS** - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

**TERMS OF PAYMENT** – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

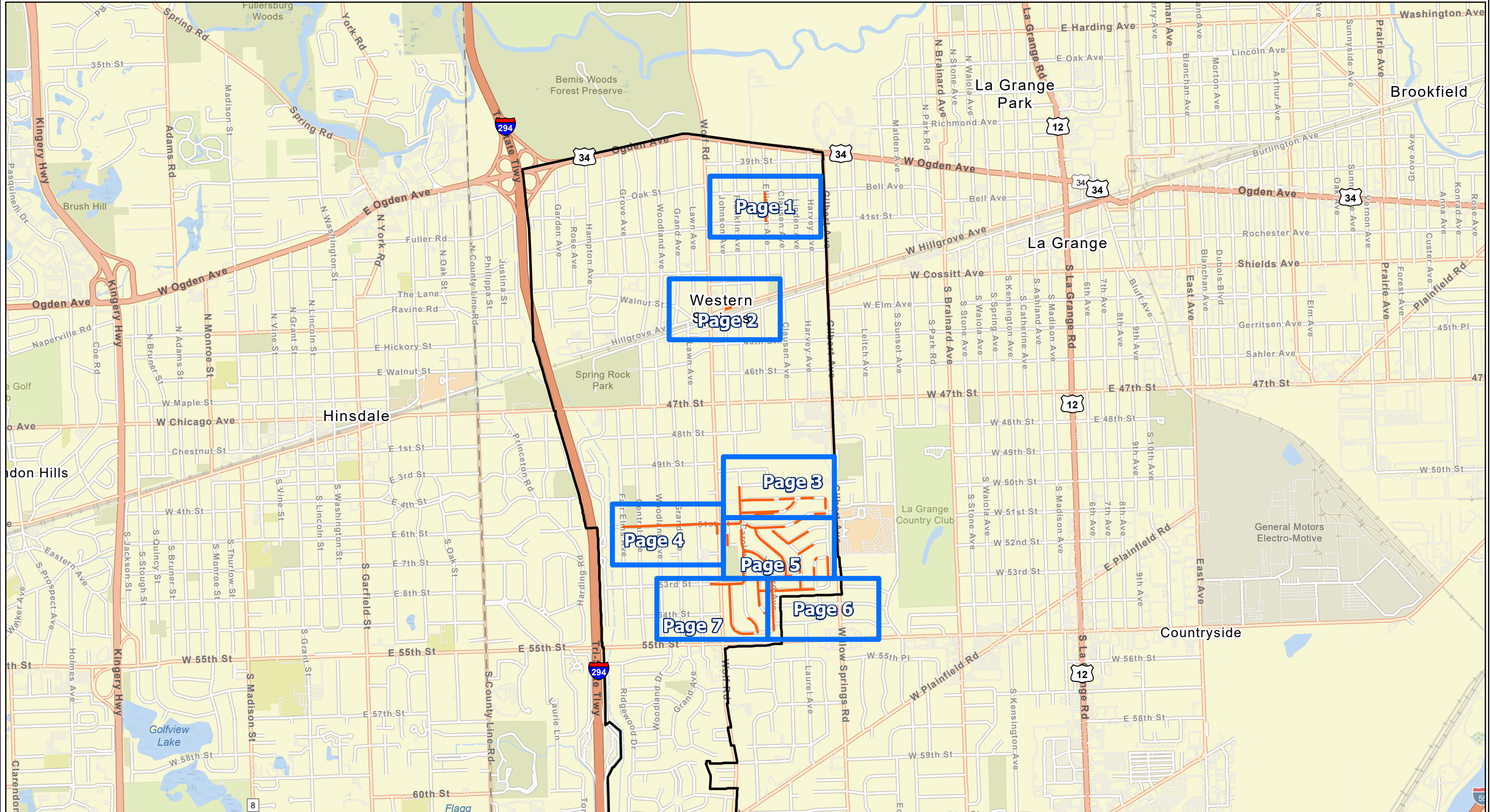
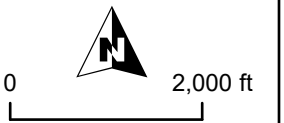
Client's Initial: \_\_\_\_\_ Date: \_\_\_\_\_





# Village of Western Springs

## CURED-IN-PLACE PIPELINING 2023



OVERVIEW MAP

Project 22-R0320  
Date: 4/14/2023

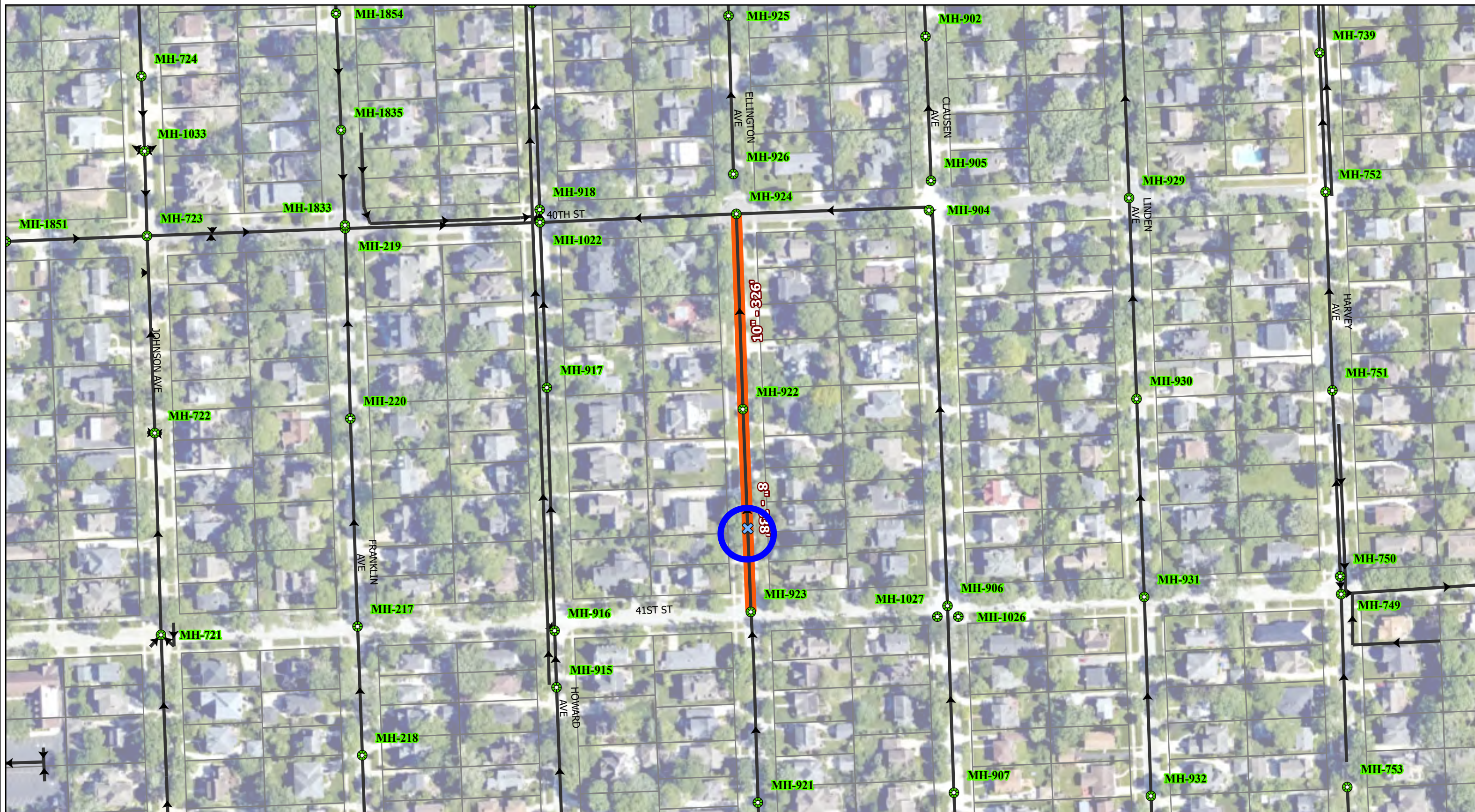






# Village of Western Springs

## CURED-IN-PLACE PIPELINING 2023



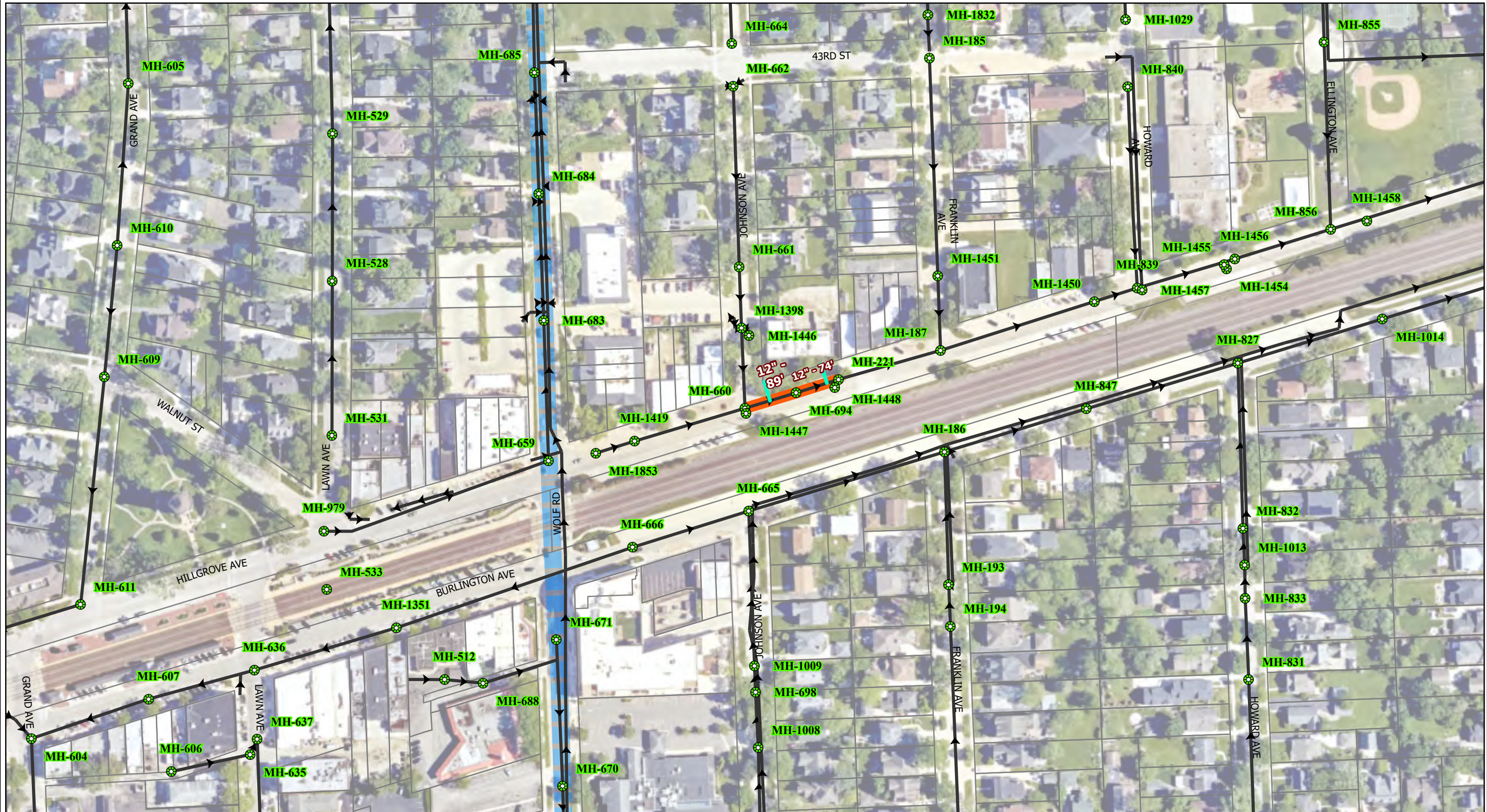
|                         |                           |                      |                              |              |                                                                                 |
|-------------------------|---------------------------|----------------------|------------------------------|--------------|---------------------------------------------------------------------------------|
| Sanitary Sewer Manholes | Cured-In-Place Pipelining | Joints to be Grouted | Lateral T-Liner              | State Roads  | Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor) |
| Sanitary Mains          | Service Lateral           | Lateral Grouting     | Sanitary Sewer Point Repairs | County Roads |                                                                                 |





# Village of Western Springs

## CURED-IN-PLACE PIPELINING 2023



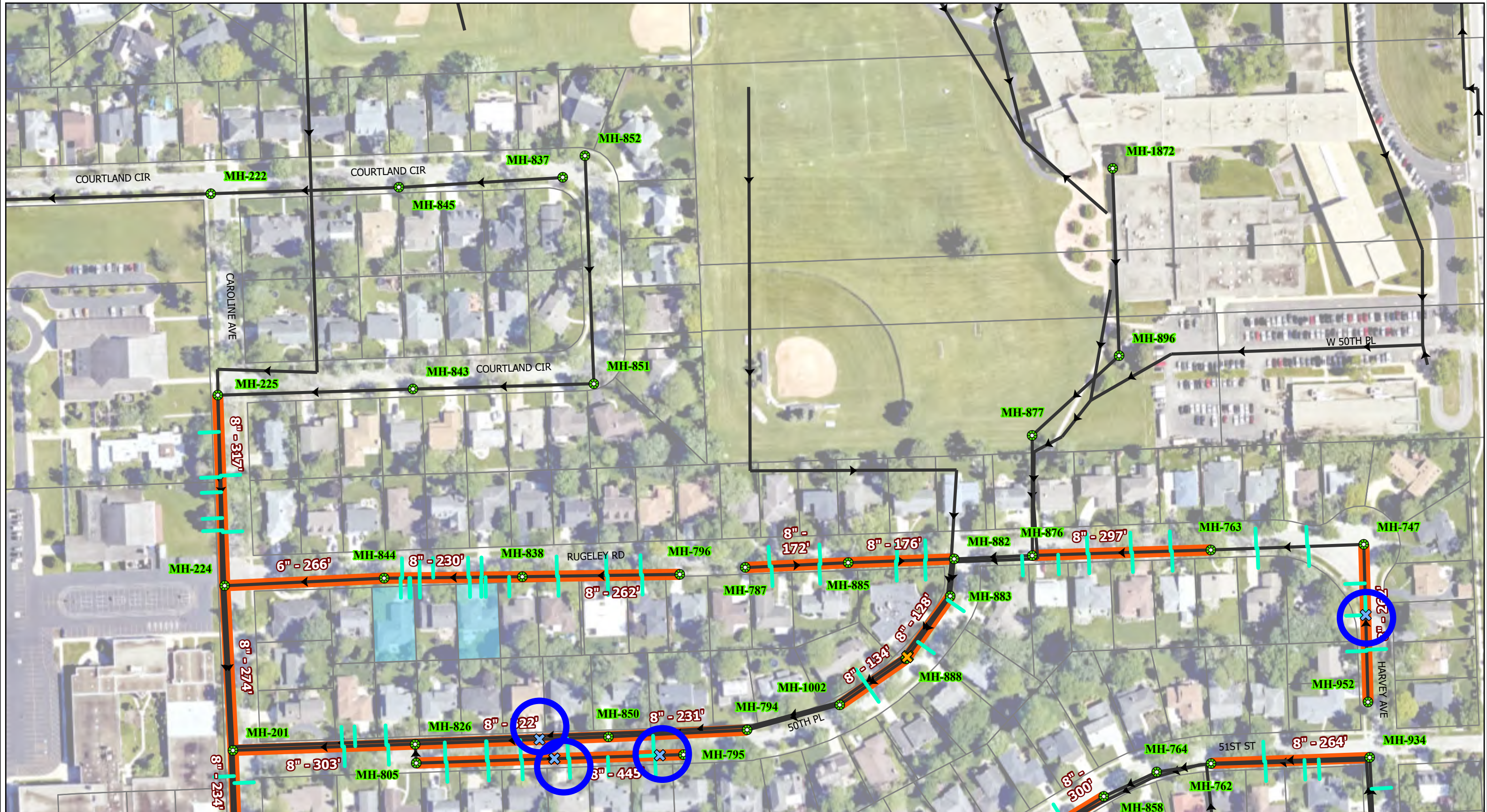
|                         |                           |                      |                              |              |                                                                                 |
|-------------------------|---------------------------|----------------------|------------------------------|--------------|---------------------------------------------------------------------------------|
| Sanitary Sewer Manholes | Cured-In-Place Pipelining | Joints to be Grouted | Lateral T-Liner              | State Roads  | Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor) |
| Sanitary Mains          | Service Lateral           | Lateral Grouting     | Sanitary Sewer Point Repairs | County Roads |                                                                                 |





# Village of Western Springs

## CURED-IN-PLACE PIPELINING 2023



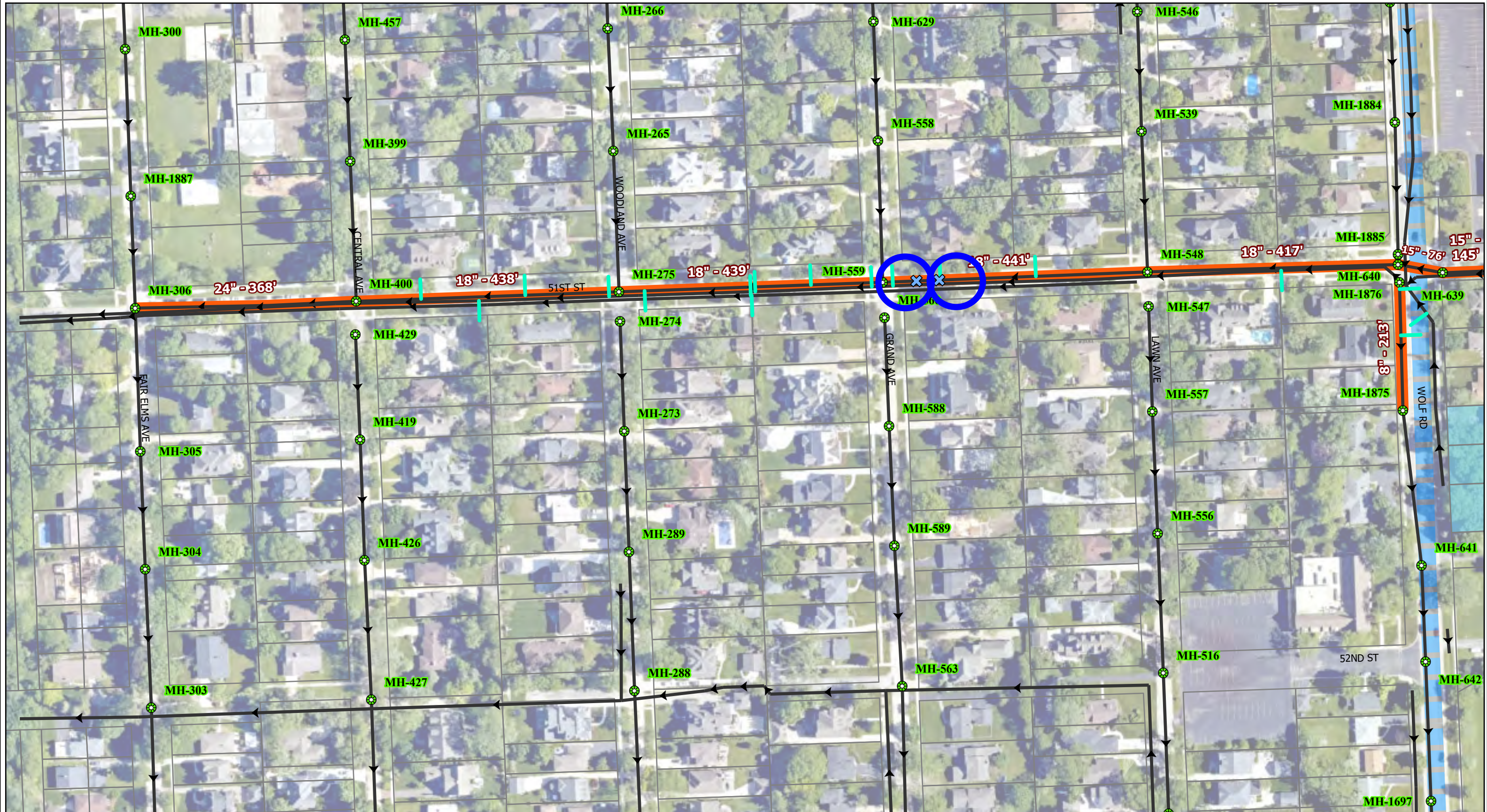
|                         |                           |                      |                              |              |                                                                                 |
|-------------------------|---------------------------|----------------------|------------------------------|--------------|---------------------------------------------------------------------------------|
| Sanitary Sewer Manholes | Cured-In-Place Pipelining | Joints to be Grouted | Lateral T-Liner              | State Roads  | Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor) |
| Sanitary Mains          | Service Lateral           | Lateral Grouting     | Sanitary Sewer Point Repairs | County Roads |                                                                                 |





# Village of Western Springs

## CURED-IN-PLACE PIPELINING 2023

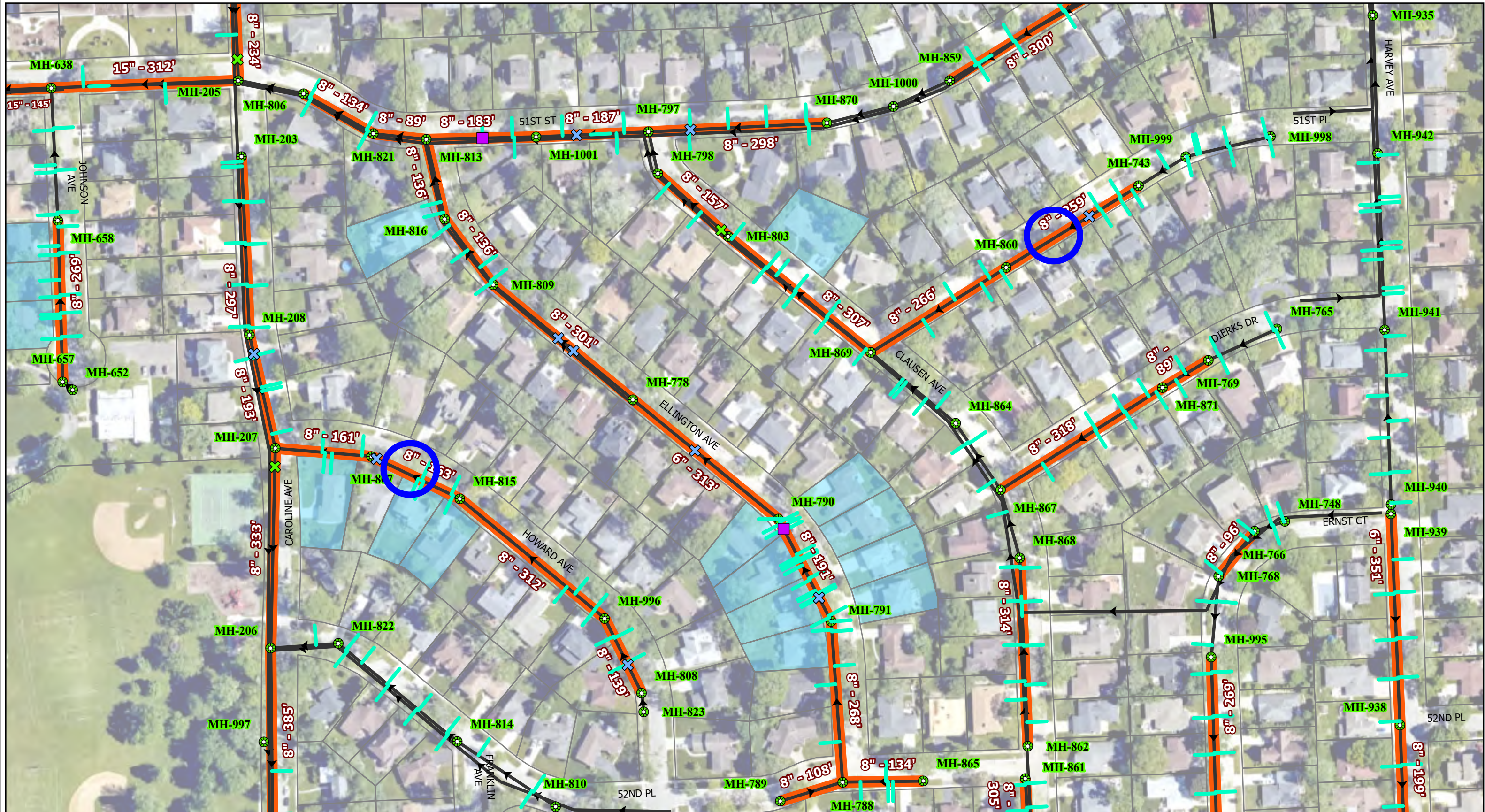


|                         |                           |                      |                              |              |                                                                                 |
|-------------------------|---------------------------|----------------------|------------------------------|--------------|---------------------------------------------------------------------------------|
| Sanitary Sewer Manholes | Cured-In-Place Pipelining | Joints to be Grouted | Lateral T-Liner              | State Roads  | Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor) |
| Sanitary Mains          | Service Lateral           | Lateral Grouting     | Sanitary Sewer Point Repairs | County Roads |                                                                                 |



# Village of Western Springs

## CURED-IN-PLACE PIPELINING 2023



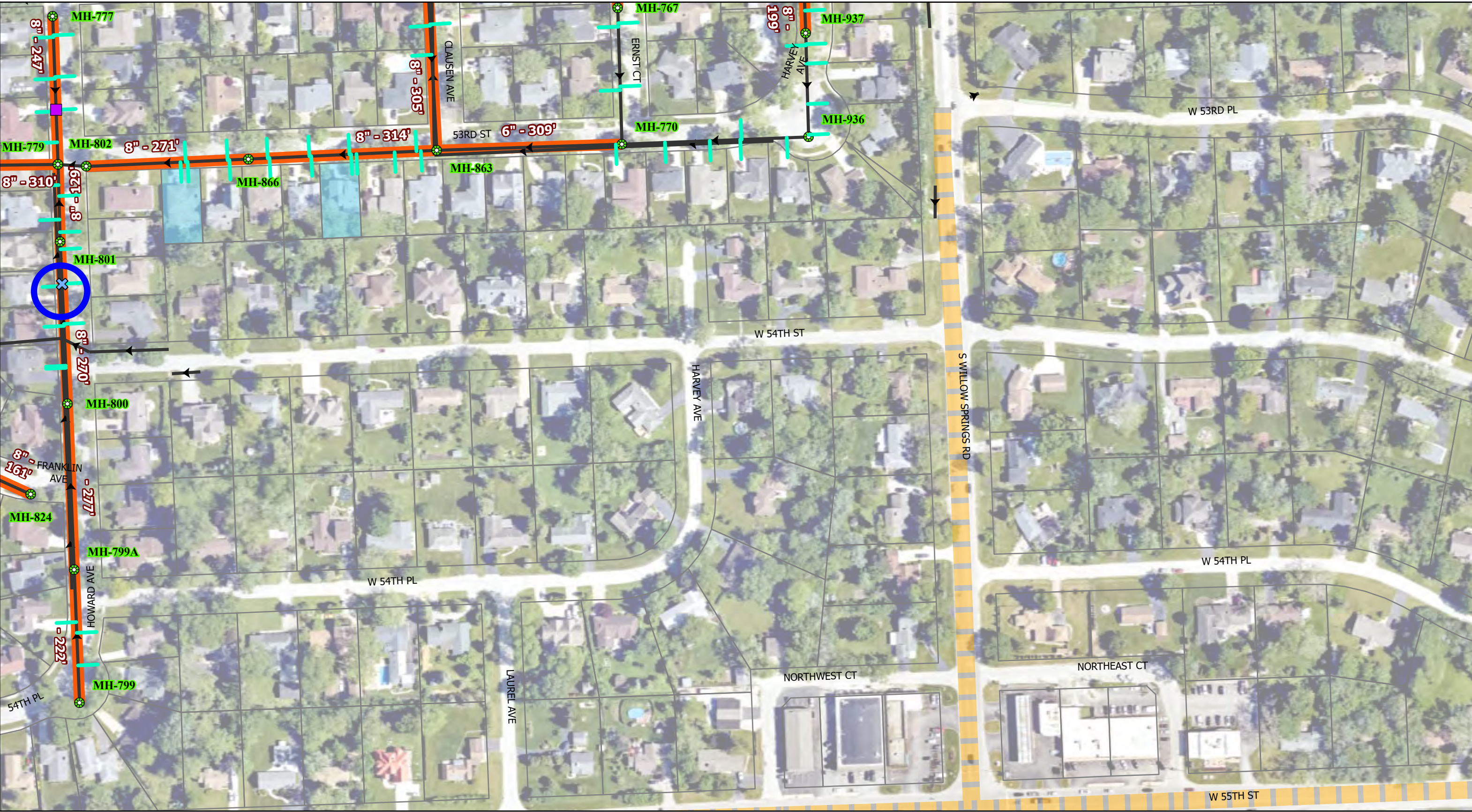
-  Sanitary Sewer Manholes
  Cured-In-Place Pipelining
  Joints to be Grouted
  Lateral T-Liner
  State Roads
  Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor)
-  Sanitary Mains
  Service Lateral
  Lateral Grouting
  Sanitary Sewer Point Repairs
  County Roads





# Village of Western Springs

## CURED-IN-PLACE PIPELINING 2023



|                         |                           |                      |                              |              |                                                                                 |
|-------------------------|---------------------------|----------------------|------------------------------|--------------|---------------------------------------------------------------------------------|
| Sanitary Sewer Manholes | Cured-In-Place Pipelining | Joints to be Grouted | Lateral T-Liner              | State Roads  | Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor) |
| Sanitary Mains          | Service Lateral           | Lateral Grouting     | Sanitary Sewer Point Repairs | County Roads |                                                                                 |

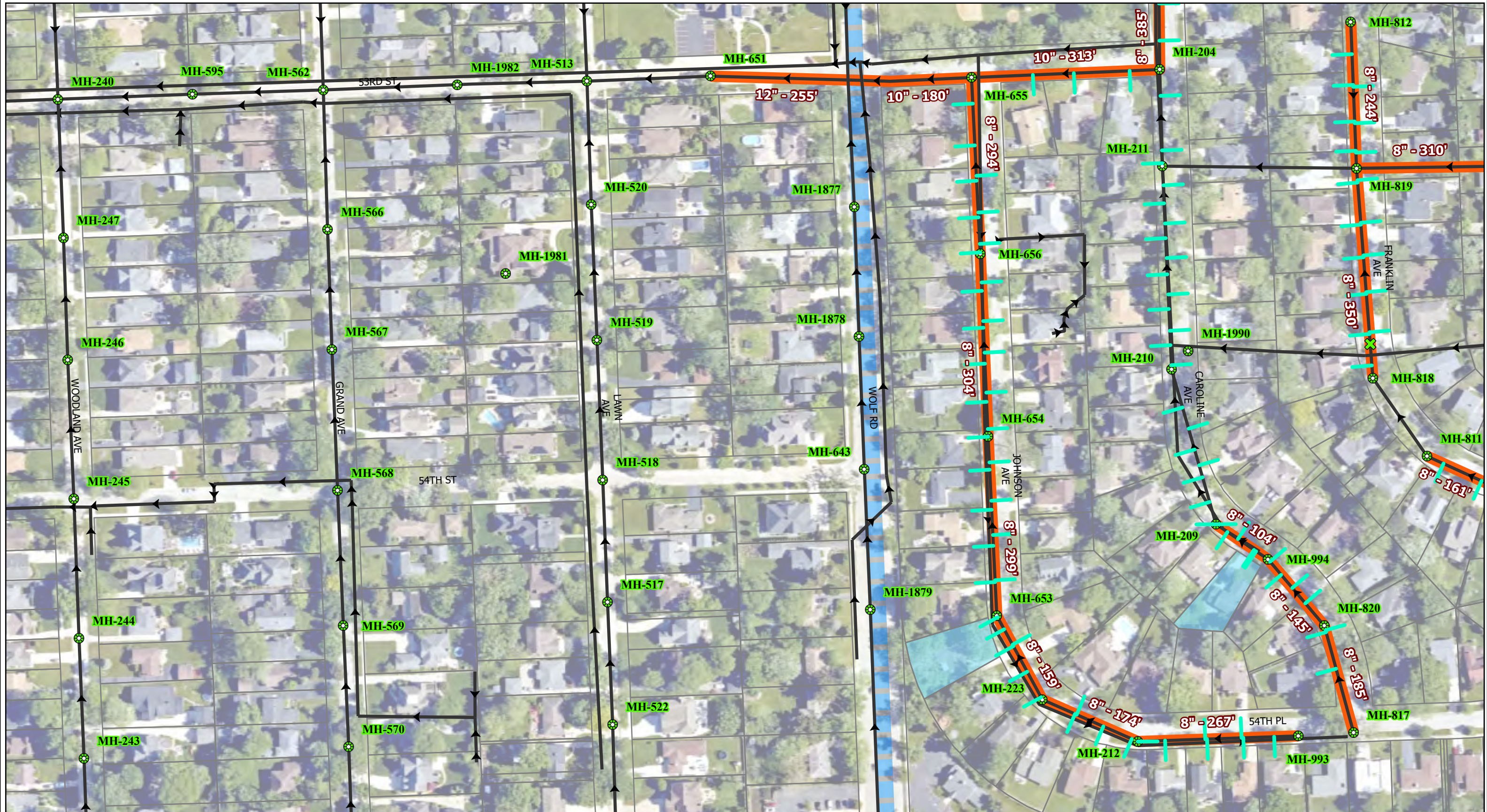






# Village of Western Springs

## CURED-IN-PLACE PIPELINING 2023



|                         |                           |                      |                              |              |                                                                                 |
|-------------------------|---------------------------|----------------------|------------------------------|--------------|---------------------------------------------------------------------------------|
| Sanitary Sewer Manholes | Cured-In-Place Pipelining | Joints to be Grouted | Lateral T-Liner              | State Roads  | Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor) |
| Sanitary Mains          | Service Lateral           | Lateral Grouting     | Sanitary Sewer Point Repairs | County Roads |                                                                                 |



**Exhibit "1"**

**Rider to Professional Services Agreement  
Between The Village Of Western Springs And Robinson Engineering, Ltd.  
In Regard To CCTV Review and Training, MWRD Annual Reporting, and Sanitary Sewer Point  
Repair Design and Bidding in the Springdale and Ridgewood Subdivisions.**

(attached)

**Rider to  
Professional Services Agreement  
Between The Village Of Western Springs And Robinson Engineering, Ltd.  
In Regard To CCTV Review and Training, MWRD Annual Reporting, and Sanitary Sewer Point Repair Design and Bidding  
in the Springdale and Ridgewood Subdivisions.**

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

**A. THE ENGINEER AGREES:**

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

**a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**b. Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

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

**c. Deductibles and Self-Insured Retentions**

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

**d. Other Insurance Provisions**

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

(1) General Liability and Automobile Liability Coverages

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

(2) All Coverages

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

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

e. Acceptability of Insurers

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

f. Verification of Coverage

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

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence

or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.

3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
  - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
  - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
  - c. If ENGINEER makes a general assignment for the benefit of creditors.
  - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
  - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.



9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon

completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.

16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
  - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
  - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
  - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
  - d. Financial information and police records.

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

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups,

and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.

19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
  - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
  - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
  - a. If to the VILLAGE:  
Village of Western Springs  
740 West Hillgrove Avenue  
Western Springs, Illinois 60558  
Attn: Ellen Baer, Village Manager
  - b. If to the ENGINEER:  
Current Business Address and Contact Information  
Directed to the President or Project Engineer of the Engineering Firm
  - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

#### B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
  - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
  - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
  - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
  - d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
  - e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
    - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
    - (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
    - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
    - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with

the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
      - (i) abide by the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (2) Establishing a drug-free awareness program to inform employees about:
    - (a) the dangers of drug abuse in the workplace;
    - (b) the ENGINEER's policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance program; and
    - (d) the penalties that may be imposed upon employees for drug violations.
  - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
  - (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
  - (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.
- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
- n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.

- o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
  - p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.
2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
  - (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

- (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.
3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: November, 2024



**Draft 11/21/24**

**RESOLUTION NO. 24-2859**

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

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

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

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

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

**DATE:**

**OTHER:** None.

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE VILLAGE OF  
WESTERN SPRINGS AND ROBINSON  
ENGINEERING, LTD. OF FRANKFORT, IL FOR  
REVIEW AND TRAINING OF TELEVISED SEWER  
DATA, MWRD ANNUAL REPORTING, SANITARY  
SEWER POINT REPAIR DESIGN AND BIDDING  
SERVICES FOR THE SPRINGDALE AND  
RIDGEWOOD SUBDIVISIONS.**

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs (“Village Board”) and Robinson Engineering, Ltd., of Frankfort, IL (“Engineer”) desire to enter into a Professional Services Agreement for Review and Training of Televised Sewer Data, Annual Reporting for MWRD, and Sanitary Sewer Point Repair Design and Bidding for the Springdale and Ridgewood Subdivisions (collectively, the “Services”) and its **Exhibit “1”** entitled “Rider to Professional Services Agreement Between The Village Of Western Springs and Robinson Engineering, Ltd. in Regard to Professional Services Agreement for Review and Training of Televised Sewer Data, MWRD Annual Reporting, and Sanitary Sewer Point Repair Design and Bidding for the Springdale and Ridgewood Subdivisions”, 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 CCTV Management and Onsite Observation Training, CCTV Data Review Training, CCTV Data Review and Analysis, Project Management, Preparation of the 2024 MWRD-IICP Annual Summary Report, Preparation of Point Repair Engineering Plans Specifications, Project Bidding, and Utility and Regulatory Agency Coordination and Permitting, all relating to the monitoring, repair, and maintenance of the Village’s sanitary sewer system; and

**WHEREAS**, the fee to perform the Services is a “not-to-exceed” fee of \$63,950. The Engineer’s fee will be paid from the Village’s Sewer Fund; and

**WHEREAS**, at an open public meeting held on November 7, 2024, the Public Works and Water Committee (the “Committee”) reviewed 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 November 11, 2024, and December 2, 2024, the Village Board 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 2, 2024, Special 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 Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act

(5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached PSA, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached PSA.

**NOW, THEREFORE, BE IT RESOLVED BY THE 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 Documents.** The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Review and Training of Televised Sewer Data, Annual Reporting for MWRD, and Sanitary Sewer Point Repairs in the Springdale and Ridgewood Subdivisions (“Services”) and its Exhibit “1” entitled “Rider to Professional Services Agreement Between The Village Of Western Springs and Robinson Engineering, Ltd. in Regard to Professional Services Agreement for Review and Training of Televised Sewer Data, MWRD Annual Reporting, and Sanitary Sewer Point Repair Design and Bidding for the Springdale and Ridgewood Subdivisions.” (collectively the “PSA”), 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 PSA, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

**SECTION 3: Execution of Agreement and Other Documents and Approval of Expenses.** The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and 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 one (1) certified copy of this Resolution and an executed version of the attached 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 2<sup>nd</sup> day of December, 2024, 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"**

**Professional Services Agreement  
Between The Village Of Western Springs And Robinson Engineering, Ltd. for Review and Training of  
Televised Sewer Data, MWRD Annual Reporting, and Sanitary Sewer Point Repair Design and Bidding  
for the Springdale and Ridgewood Subdivisions.**

and

**Exhibit "1"**

**Rider to Professional Services Agreement  
Between The Village of Western Springs and  
Robinson Engineering, Ltd. In Regard To  
Professional Services Agreement for Review and Training of Televised Sewer Data, MWRD Annual  
Reporting, and Sanitary Sewer Point Repair Design and Bidding for the Springdale and Ridgewood  
Subdivisions.**

(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. 24-2859**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS  
AND ROBINSON ENGINEERING, LTD. FOR  
REVIEW AND TRAINING OF TELEVISED SEWER DATA, MWRD ANNUAL REPORTING,  
AND SANITARY SEWER POINT REPAIR DESIGN AND BIDDING SERVICES  
FOR THE SPRINGDALE AND RIDGEWOOD SUBDIVISIONS.**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting held on the 2<sup>nd</sup> day of December, 2024, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 2<sup>nd</sup> day of December, 2024.

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, 2024.

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

SEAL



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: December 2, 2024

#### **AGENDA ITEM 13.F.**

**To:** Board of Trustees

**From:** Matthew Supert, Director of Municipal Services

**CC:** Ellen Baer, Village Manager

**RE:** Motion to Ratify the Unit Price of \$64.53 Per Ton Under the Morton Salt Contract Per the State of Illinois Bid Roadway Salt Procurement Program (Omnibus Item)

---

#### **Recommendation**

Staff recommends the Village Board consider the ratification of the \$64.53 Per Ton under the Morton Salt Contract per the State of Illinois Bid Roadway Salt Procurement Program.

#### **Summary**

The Village of Western Springs along with approximately 347 other communities and governmental organizations in Illinois participate in a joint purchasing program for road salt. Cargill, Incorporated and Morton Salt were jointly awarded the state contract for 2024-25. The Village's unit price for this year was \$64.53 per ton for 900 tons. The 2023-24 price was \$72.60 per ton for 1100 tons. Per the state contract requirements, the Village is required to accept at least 80% of the order and may request additional salt above the 900 tons as demand and supplies allow. The Village Board approved the joint participation agreement in April 2024.

The Village has budgeted \$145,000 in 2024 for road salt.

#### **Financial Impact**

Budgeted item in 4102100 55115 and 4102370 55115

#### **Recommended Motion**

Motion to Ratify the Unit Price of \$64.53 Per Ton Under the Morton Salt Contract Per the State of Illinois Bid Roadway Salt Procurement Program

#### **Strategic Plan Alignment**

None.

#### **File Attachments**

None



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: December 2, 2024

#### **AGENDA ITEM 14.A.**

**To:** Board of Trustees

**From:** Matthew Supert, Director of Municipal Services

**CC:** Ellen Baer, Village Manager

**RE:** Motion to reject all proposals received on November 20, 2024 in response to a request for bids regarding the upgrade and replacement of the HVAC controls within the Village Hall of Western Springs Village Hall (Omnibus Item)

---

#### **Recommendation**

Motion to reject all proposals received on November 20, 2024 in response to a request for bids regarding the upgrade and replacement of the HVAC controls within the Village Hall of Western Springs Village Hall (Omnibus)

#### **Summary**

On November 20, 2024 the Village opened bids for the upgrade and replacement of the HVAC controls system for Village Hall. The existing runs on Windows XP and is no longer supported for software and security upgrades.

The Village received a single bid in the amount of \$238,220 which exceeds the Village's budgeted amount for the project. Staff would like to reject the bid and re-issue the project for a new bid in December, with the intent to attract additional bidders.

#### **Financial Impact**

None.

#### **Recommended Motion**

Motion to reject all proposals received on November 20, 2024 in response to a request for bids regarding the upgrade and replacement of the HVAC controls within the Village of Western Springs Village Hall. (Omnibus)

#### **Strategic Plan Alignment**

None.

#### **File Attachments**

None



**CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED COMMUNICATION**  
**MEMORANDUM**

**To: President Heidi Rudolph and Board of Trustees, Village of Western Springs**  
**From: Michael T. Jurusik**  
**Date: November 25, 2024**  
**Re: Corrective Ordinance for Vacation of 27.00 Foot by 187.00 Foot Portion of 52nd Street**  
**Right-of-Way Located Adjacent to and South of the 5140 Grand Avenue Property**  
**Chicago Title Commitment Order No. 23004289NC (Effective Date: May 12, 2023)**  
**Purchaser: Ray Swapa**

---

I have enclosed the following document for your consideration and action at the December 2, 2024 Village Board Meeting:

AN ORDINANCE APPROVING A CORRECTION TO THE LEGAL DESCRIPTION SET FORTH IN ORDINANCE NUMBER 24-3191 THAT APPROVED AND AUTHORIZED THE VACATION OF 27.00 FEET BY 187.00 FEET OF THE 52ND STREET RIGHT-OF-WAY ADJACENT TO AND SOUTH OF THE 5140 GRAND AVENUE PROPERTY LOCATED IN THE FOREST HILLS SUBDIVISION, AND APPROVED A PLAT OF VACATION AND RESERVATION OF PUBLIC UTILITY, SIDEWALK AND STORMWATER DRAINAGE EASEMENTS, AND ABROGATION OF AN EXISTING SIDEWALK EASEMENT RELATING TO SAID RIGHT-OF-WAY VACATION (PETITIONER: RAY SWAPA)

The enclosed Ordinance corrects the legal description contained in Ordinance No. 24-3191, changing a measurement from "45.0" feet to "60.0" feet. Mr. Swapa intends to sell his property at a closing on December 5, 2024, and his new title company has requested this correction. Chicago Title Insurance Company, who issued the Title Insurance Policy for the right-of-way vacation, has agreed with the correction and will issue a new Title Policy to Mr. Swapa upon the Village's approval of this Ordinance and its filing with the Cook County Clerk's Office - Recording Division ("CCCORD").

If there are any questions, please contact me.

Sincerely,

KLEIN, THORPE AND JENKINS, LTD.

*Mike*

Michael T. Jurusik

Enclosure

cc. Ellen Baer, Village Manager (w/ encl.; via email)  
Casey Biernacki, Deputy Village Manager (w/ encl.; via email)  
John Mastandona, Director of Finance (w/ encl.; via email)  
Matt Supert, Director of Municipal Services (w/ encl.; via email)  
Heather Valone, Director of Community Development (w/ encl.; via email)  
Jeff Koza, Village Engineer (w/ encl.; via email)



Draft 11.25.2024

ORDINANCE NO. 24-????

VOTE:

AYE:

NAY:

ABSTAIN:

ABSENT:

DATE: December 2, 2024.

OTHER: None.

NOTE: Voting: 5 of 6 Affirmative Vote of Trustees for Passage.

AN ORDINANCE APPROVING A CORRECTION TO THE LEGAL DESCRIPTION SET FORTH IN ORDINANCE NUMBER 24-3191 THAT APPROVED AND AUTHORIZED THE VACATION OF 27.00 FEET BY 187.00 FEET OF THE 52ND STREET RIGHT-OF-WAY ADJACENT TO AND SOUTH OF THE 5140 GRAND AVENUE PROPERTY LOCATED IN THE FOREST HILLS SUBDIVISION, AND APPROVED A PLAT OF VACATION AND RESERVATION OF PUBLIC UTILITY, SIDEWALK AND STORMWATER DRAINAGE EASEMENTS, AND ABROGATION OF AN EXISTING SIDEWALK EASEMENT RELATING TO SAID RIGHT-OF-WAY VACATION (PETITIONER: RAY SWAPA)

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

**WHEREAS**, the ROW Policy identifies the twenty-seven (27.00) foot by one hundred eighty-seven (187.00) foot portion of the 52nd Street right-of-way located adjacent to and immediately south of the 5140 Grand Avenue property (the "ROW Parcel"), as property that may be vacated, in the sole discretion of the Village Board, in accordance with the provisions of the ROW Policy; and

**WHEREAS**, Ray Swapa is the owner of the 5140 Grand Avenue property (Property Index Number: 18-07-409-033-0000) ("Swapa" or "Petitioner"). The Petitioner filed a request with the Village to purchase the ROW Parcel in order to improve the 5140 Grand Avenue property and ROW Parcel with a new single family residential dwelling unit; and

**WHEREAS**, upon proper notice given in accordance with the ROW Policy and the Open Meetings Act, the Village Board conducted a public hearing on February 13, 2023 and February 27, 2023, in order to consider the vacation of the ROW Parcel and to receive comments from Swapa and the other property owners and taxpayers of record who own property adjacent to the ROW Parcel as well as the public regarding the vacation petition; and

**WHEREAS**, with the passage of Ordinance No. 24-3191 on April 22, 2024, in accordance with the State Vacation Statute (65 ILCS 5/11-91-1), Section 10-10-20 (Vacations) of the Western Springs Municipal Code and the ROW Policy, the Village Board vacated and conveyed title to the ROW Parcel to the Petitioner in exchange for the payment by the Petitioner to the Village of **One Hundred Eight Thousand Five Hundred Fifty-Three and 50/100 Dollars (\$108,553.50) (or \$21.50 per square foot)** (the

“ROW Vacation Purchase Price”), subject to the Petitioner agreeing to certain conditions set forth in Section 3 of Ordinance No. 24-3191, including the acceptance of the **existing twenty (20.00) foot public utilities / storm water drainage easements and the reservation of a new east-west twelve (12.00) foot wide public utilities / public sidewalk / storm water drainage easements, a new north-south five (5.00) foot wide public utilities / public sidewalk / storm water drainage easements, and the abrogation of the existing east-west three (3.00) foot wide sidewalk and public utility easements, and paying for or arranging for the removal of an existing public sidewalk and paying for or arranging for the installation of a new public sidewalk (5 foot by approximately 187 foot sidewalk) within the new public sidewalk easement area**, as shown on the attached Plat of ROW Vacation and Reservation of Public Utility Easement, Sidewalk Easement and Stormwater Drainage Easement, and Abrogation of the Existing Sidewalk Easement dated **April 15, 2024** and prepared by Krisch Land Surveying L.L.C., a copy of which is attached hereto as **Exhibit “1”** (the “Plat of ROW Vacation”); and

**WHEREAS**, Swapa has paid to the Village the full ROW Vacation Purchase Price plus all other costs and fees required by Ordinance No. 24-3191 and the ROW Policy, and Ordinance No. 24-3191 was filed with the Cook County Clerk’s Office - Recording Division (“CCCORD”) on June 3, 2024 as Document Number 2415507013; and

**WHEREAS**, the Board of Trustees of the Village desire to approve this Ordinance to correct a measurement in the legal description set forth in Section 2 of Ordinance No. 24-3191, changing the measurement reference of “North 45.0 Feet” to “North 60.0 Feet”; and

**WHEREAS**, at its December 2, 2024 open public meeting, the Village Board discussed this Ordinance, provided an opportunity for public input on the matters set forth in this Ordinance and determined that it is in the best interests of the Village to approve this Ordinance. The Village Board is authorized to pass this Ordinance pursuant to the State Vacation Statute (65 ILCS 5/11-91-1, *et seq.*) and the applicable provisions of the ROW Policy.

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

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

**SECTION 2. Approval of Correction to Legal Description for Right-of-Way Vacation Set Forth in Section 2 of Ordinance No. 24-3191.** Pursuant to Chapter 65 of the Illinois Compiled Statutes, Section 5/11-91-1, as amended, the Board of Trustees of the Village of Western Springs approve the correction of the right-of-way vacation set forth in Section 2 of Ordinance No. 24-3191 in order to vacate that portion of the dedicated, unimproved 52nd Street right-of-way (the “ROW Parcel”) legally described as follows:

THE SOUTH 27.0 FEET OF THE NORTH 60.0 FEET OF THE 52ND STREET RIGHT OF WAY LYING BETWEEN LOT 6 IN BLOCK 27 AND LOT 1 IN BLOCK 34 IN FOREST HILLS OF WESTERN SPRINGS SUBDIVISION, A SUBDIVISION OF THE EAST HALF OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF BLOCKS 12 TO 15 IN HIGHLAND

SUBDIVISION, LYING EAST OF A LINE 33.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1924 AS DOCUMENT T-209880, IN COOK COUNTY, ILLINOIS.

The ROW Parcel described above contains approximately 5,049.00 square feet.

The property legally described above is shown on the Plat of ROW Vacation and Reservation of Public Utility Easement, Sidewalk Easement and Stormwater Drainage Easement and Abrogation of the Existing Sidewalk Easement dated **April 15, 2024** and prepared by Krisch Land Surveying L.L.C., a copy of which is attached hereto as **Exhibit "1"** (the "Plat of ROW Vacation"). The property legally described above is vacated, SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW.

**SECTION 3. Consent of Petitioner.** The Petitioner has agreed to this correction of the legal description set forth in Section 2 of Ordinance No. 24-3191, as evidenced by the Petitioner's execution of the Acknowledgement Page attached to this Ordinance, which is attached hereto as **Exhibit "2"**.

**SECTION 4. Filing Ordinance With Cook County Clerk's Office - Recording Division.** The Village shall cause a certified copy of this Ordinance to be recorded with the CCCORD. The Village shall provide the Petitioner with a CCCORD-filed stamped copy of this Ordinance and the Plat of ROW Vacation.

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

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

**PASSED** by an affirmative vote of at least five (5) of six (6) of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Meeting thereof, held on the 2nd day of December, 2024, 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, 2024.

---

Edward Tymick, Village Clerk



**Exhibit "1"**

**Plat of ROW Vacation and Reservation of Public Utility Easement, Sidewalk Easement  
and Stormwater Drainage Easement and Abrogation of the Existing Sidewalk Easement  
dated April 15, 2024 and prepared by Krisch Land Surveying L.L.C.**

(attached)

**Exhibit "2"**

**ORDINANCE NO. 24-\_\_\_\_\_**

**ACKNOWLEDGEMENT**

I, Ray Swapa, have read and understand each of the above provisions of this Right-of-Way Vacation Ordinance and agree to be bound by the same.

By: \_\_\_\_\_  
Ray Swapa

Date: \_\_\_\_\_, 2024.

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK        )

**CLERK'S CERTIFICATE**

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

**ORDINANCE NO. 24-\_\_\_\_\_**

**AN ORDINANCE APPROVING A CORRECTION TO THE LEGAL DESCRIPTION  
SET FORTH IN ORDINANCE NUMBER 24-3191 THAT APPROVED AND AUTHORIZED  
THE VACATION OF 27.00 FEET BY 187.00 FEET OF THE 52ND STREET RIGHT-OF-WAY  
ADJACENT TO AND SOUTH OF THE 5140 GRAND AVENUE PROPERTY  
LOCATED IN THE FOREST HILLS SUBDIVISION, AND APPROVED A PLAT OF VACATION  
AND RESERVATION OF PUBLIC UTILITY, SIDEWALK AND STORMWATER DRAINAGE EASEMENTS,  
AND ABROGATION OF AN EXISTING SIDEWALK EASEMENT  
RELATING TO SAID RIGHT-OF-WAY VACATION  
(PETITIONER: RAY SWAPA)**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting on the 2nd day of December, 2024, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 2nd day of December, 2024.

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 2nd day of December, 2024.

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

[SEAL]