



## AGENDA

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026 at 7:00 PM

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

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Roll Call**

Heidi Rudolph , Village President

Amy Avakian, Trustee

Nicole Chen, Trustee

Alan Fink, Trustee

Scott Lewis, Trustee

Karen Martin, Trustee

Phil Nawrocki, Trustee

**4. Public Comment**

**5. Approval of Meeting Minutes**

A. Approval of the December 15, 2025 President and Board of Trustees meeting minutes as read.

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

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

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

A. (Discussion only) PC 2025-04 – Village of Western Springs Community Development Department – Text Amendments

B. (Discussion only) Professional Services Agreement with Teska Associates, Inc. for the update of the Village Comprehensive Plan

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

A. (Discussion only) Vendor Contract with Wigen Water Technologies for the Supply and Installation of the Replacement of Reverse Osmosis Membranes

B. (Discussion only) Vendor Contract with Hawkins, Inc. for the 2026 Water Treatment Chemical Supply and Delivery

C. (Discussion only) Vendor Contract with National Power Rodding Corporation for the 2026 Catch Basin & Inlet Cleaning

D. (Discussion only) Bid Waiver and Vendor Contract with Custom Filtration Solutions, LLC.

E. (Omnibus Item) Resolution to Allow the Village forgo a Surety Bond for Permit Work Performed by

Village Employees on State Maintained Right of Ways

- F. (Omnibus Item) 2026 Contract Renewals

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

- A. (Discussion only) Amendment to the Southeast Association for Special Parks and Recreation Joint Agreement
- B. (Discussion only) Surplus Declaration - Q1 2026
- C. (Discussion only) Vendor Contract with Advanced Tree Care, Inc. for the 2026 Tree Inventory Updates
- D. (Omnibus Item) 2026 Contract Renewals

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

- A. Presentation of the Safe Routes to School Village-Wide Travel Plan
- B. (Discussion only) Greenest Region Compact Resolution

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

**13. Explanation of Omnibus Voting Procedure**

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

**14. Consideration of an Omnibus Vote**

- A. A motion to approve the December 15, 2025 meeting minutes as read.
- B. Resolution No. 26-2971

A Resolution allowing the Village of Western Springs to forgo a surety bond for permit work to be performed by employees of the Village on State maintained rights of way including emergency work on broken watermains or sewers for a two-year period.

- C. A motion to approve one-year contract renewals with the following vendors:
  - Murphy Construction, Inc. for sidewalk shaving, and sidewalk, curb and gutter replacement;
  - National Power Rodding for sewer televising and cleaning;
  - Beary Landscaping Management, LLC for landscape maintenance services;
  - The YMI Group, Inc. for HVAC maintenance services; and
  - Winkler Tree and Lawn Care for tree trimming services.

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

**16. New Business**

**17. Other Business**

**18. Reports**

A. Monthly Financial Report (Trustee Martin)

B. Village President Rudolph

C. Village Manager Baer

D. Village Attorney Skrodzki

**19. Closed Meeting (If needed)**

**20. Adjournment**

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

MINUTES OF THE VILLAGE OF WESTERN SPRINGS  
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING  
Monday, December 15, 2025

President Heidi Rudolph, Presiding

Call to Order, 7:00 pm

Edward Tymick, Village Clerk

Board Members Present:

Amy Avakian

Nicole Chen

Al Fink

Scott Lewis

Karen Martin

Phil Nawrocki

Board Members Absent:

None.

Village Attorney Present:

Anne Skrodzki, Village Attorney

Staff Present:

Ellen Baer, Village Manager

Casey Biernacki, Deputy Village Manager

Jeff Koza, Director of Engineering

Sean Gilhooley, Director of Law Enforcement

Matt Supert, Director of Municipal Services

Heather Valone, Director of Community Development

Electronic Attendance:

None.

**PLEDGE OF ALLEGIANCE**

President Rudolph led the audience in the Pledge of Allegiance.

**ROLL CALL**

Roll call as noted above.

## **PUBLIC COMMENT**

None.

## **APPROVAL OF MEETING MINUTES**

The December 1, 2025 President and Board of Trustees meeting minutes were approved as read.

## **GENERAL GOVERNMENT COMMITTEE REPORT**

Trustee Chen reported that the MGT Impact Solutions consulting services agreement that was previously discussed at the December 1 Village Board meeting provided an updated exhibit for the Human Resource Project Manager. The previously exhibits did not show the rate increase for the Human Resources Project Manager and Interim Director of Recreation. Trustee Chen further stated that this item will be on tonight's Omnibus.

## **FINANCE COMMITTEE REPORT**

Trustee Martin reported that the 2025 Property Tax Levy will be on tonight's Omnibus along with the approval of the 2026 Budget.

## **PLANNING AND ZONING COMMITTEE REPORT**

Trustee Fink reported that the Timber Trails Subdivision Supplemental Letter Agreement for the sale and development of eleven unfinished lots by McNaughton Builders and the 2026 Professional Services Agreement with V3 Companies for construction observation for the Timber Trails Subdivision are on tonight's Omnibus for approval.

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

Trustee Lewis reported that the resolution of support for the Surface Transportation Program (STP) Grant Application for Hillgrove Avenue roadway and streetscape improvements, a contract with G & M Cement Construction and HR Green for construction observation services related to the Woodland Avenue Reconstruction Project are on tonight's Omnibus for approval.

## **PROPERTIES & RECREATION COMMITTEE REPORT**

Trustee Nawrocki reported that a contract with SW Cleaning Service for 2026 janitorial maintenance services is on tonight's Omnibus for approval.

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

No report.

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

Trustee Chen moved that the ordinances, resolutions and motions as contained on the meeting agenda for December 15, 2025, be adopted and/or approved under an Omnibus vote. Trustee Chen read the Omnibus in its entirety and motioned it be approved.

Omnibus:

A. A motion to approve the President and Board of Trustees November 17, 2025 and December 1, 2025 meeting minutes as read.

B. Ordinance No. 25-3300

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

C. Ordinance No. 25-3301

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

D. Ordinance No. 25-3302

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

E. Ordinance No. 25-3303

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

F. Ordinance No. 25-3304

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

G. Ordinance No. 25-3305

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

H. Resolution No. 25-2964

A Resolution approving and authorizing a second amendment to the Employee Leasing Agreement between the Village of Western Springs and MGT Impact Solutions, LLC to retain the services of a part-time Recreation Consultant and a part-time Human Resources Project Manager

I. Resolution No. 25-2965

A Resolution authorizing the approval and execution of a Supplemental Letter Agreement with Exhibit "A" (Supplemental Lot List and Special Assessment No. 05-01 Release of Lien Amounts), Exhibit "B" (McNaughton Architectural Design Plans for Timber Trails Residential Home Products) and Exhibit "C" (Timber Trails Plan Review Permit Fees and Closing Fees) Regarding the Sale and Development of Eleven Lots within Unit 2 of the Timber Trails Subdivision (Lots: 104, 147, 149, 150, 151, 152, 153, 154, 211, 212, and 214); (Seller: 1625 North Burling, LLC and Buyer/Developer: McNaughton Development, LLC)

J. Resolution No. 25-2966

A Resolution approving and authorizing the execution of an updated Professional Services Agreement between the Village of Western Springs and V3 Companies for the performance of construction observation and closeout / acceptance services related to the Timber Trails Subdivision

K. Resolution No. 25-2967

A Resolution authorizing the approval, execution and submittal of an application for federal participation (West Central Municipal Conference - Surface Transportation Program - Local) for the Hillgrove Avenue Improvements Project (Hillgrove Avenue, Hampton Avenue to Wolf Road) by the Village of Western Springs and authorizing the use of Village funds for the project and authorizing the expenditure of Village matching funds for the project

L. Resolution No. 25-2968

A Resolution accepting the lowest cost, qualified, responsive bid and authorizing the execution of an agreement to be entered into between the Village of Western Springs and G&M Cement Construction of Addison, Illinois for the Woodland Avenue Reconstruction Project (47th Street to Burlington Avenue) and authorizing the expenditure of Village funds to pay for the project in an amount not to exceed \$2,992,348.05

M. Resolution No. 25-2969

A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and HR Green, Inc. of Chicago, Illinois for construction observation services for the Woodland Avenue Reconstruction Project (47th Street to Burlington Avenue)

N. Resolution No. 25-2970

A Resolution accepting the lowest cost, qualified, responsive bid and authorizing the execution of an agreement to be entered into between the Village of Western Springs and SW Cleaning Service of Rolling Meadows, Illinois for janitorial maintenance services and authorizing the expenditure of Village funds to pay for the services in an amount not to exceed \$92,554.00

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

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

Voting Nay: None

Absent: None.

## REPORTS

### Monthly Financial Report (Trustee Martin)

Trustee Martin reported that in August we passed an ordinance imposing a grocery tax and the Illinois Department of Revenue requested a minor change in the language and therefore, we must pass a new ordinance implementing this change. Trustee Martin made a motion that the following ordinance be approved:

### Ordinance No. 25-3306

An Ordinance Implementing a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax in the Village of Western Springs.

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

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

Voting Nay: None

Absent: None.

### Village President Rudolph

No report.

Village Manager Baer

Manager Baer thanked the Public Works crew for their work on a water main break, as well as acknowledging President Rudolph's attendance at the Breakfast with Buddy event which was well attended.

Village Attorney Skrodzki

No report.

**ADJOURNMENT**

Trustee Chen made a motion to adjourn, seconded by Trustee Nawrocki. Motion passed on a unanimous voice vote. Meeting adjourned at 7:16 p.m.

Submitted by:

Jill Izzo

Deputy Village Clerk

DRAFT



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

#### AGENDA ITEM 8.A.

**To:** Board of Trustees

**From:** Heather Valone, AICP, Director of Community Development , Kelsey Fawell, Senior Planner

**CC:** Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jeff Koza, Director of Engineering Services, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney

**RE:** (Discussion only) PC 2025-04 – Village of Western Springs Community Development Department – Text Amendments

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#### **Recommendation**

The Planning and Zoning Committee reviewed this item at their meeting on November 18, 2025 and recommended approval of the Development Control Ordinance Text Amendments related to general development, residential, and commercial. With respect to medical cannabis text amendments, the Planning and Zoning Committee directed staff to bring forward, for discussion, the option of establishing a medical cannabis overlay district as was discussed by the Plan Commission, along with the alternative recommended by staff.

#### **Summary**

The Community Development Department is proposing updates to revise portions of the Village's Development Control Ordinance ("DCO"). The DCO was adopted by the Village in 1993. Individual sections have been amended since its original adoption. The purpose of these proposed changes is to ensure that the regulations are consistent with current development practices and the Village Downtown Market Assessment. The proposed changes are categorized as follows: General Development, Residential, and Commercial. Attachment 1 contains the detailed mark-up of the DCO text for all proposed amendments. A summarized list of amendments is as follows:

#### **General Development (Chapter 8)**

- Removal of references to “large-scale” development and minimum 5-acre area requirement for planned developments.

#### **Residential**

- Creation of an administrative adjustment policy for specific minor variations that could be approved by the Director of Community Development. Applicants would be required to notify nearby properties to allow for public comment. The minor variations proposed

are as follows:

- Replacement garage setbacks less than the required five feet, but not less than one foot from the property lines;
  - Six foot depth front porches;
  - A 100 square foot adjustment to building coverage;
  - A 100 square foot adjustment to gross floor area; and
  - In-line vertical/horizontal extension of an existing exterior wall, provided 1) the existing exterior wall does not encroach more than 10% into the required yard and 2) the extension may not encroach further into the required yard than the existing exterior wall.
- Exclusion of detached garages from maximum rear yard coverage on corner and reverse corner lots.
  - Creation of requirements for single-family residential beekeeping requirements, which requires updating Title 6 Police Regulations for animals to be in harmony with the DCO.
  - Clarification of accessory use / structure regulations.
  - Update to the gross floor area regulation.

## **Commercial**

- Updates to commercial and mixed use district purpose statements.
- Updates to definitions related to commercial uses.
- Consolidation and creation of a permitted/conditional use table.
- Creation of requirements for mobile food vendors (e.g. commercial food truck)
- Creation of Downtown Pedestrian Overlay District:
  - As a result of the Village's updated Downtown Market Study approved in February, staff are seeking revisions to the permitted uses for the properties within the core downtown area (the two blocks of Burlington Avenue between Wolf Road and Grand Avenue and the two blocks of Hillgrove between Johnson Avenue and Lawn Avenue zoned C-1 and the property at the southeast corner of the intersection of Wolf Road and Burlington Avenue zoned MXD) (Figure 1).



**Figure 1** The red outlines indicate C-1 zoned parcels. The pink outline indicates the MXD zoned parcel. The teal hatch indicates the parcels that are proposed in the Downtown Pedestrian Overlay District.

### Medical Cannabis

In 2014, the State of Illinois required that all non-Home Rule municipalities allow for medical cannabis retail establishments in their zoning regulations. The Village placed a pause on defining how medical cannabis would be allowed. In 2019, the State legalized adult-use (recreational) cannabis sales, granting the existing 55 medical dispensaries early approval for recreational sales. Since 2019, all 55 medical-only dispensaries have begun to offer adult-use sales. No new medical licenses have been issued since 2019 and there are no medical-only dispensaries located in Illinois. With respect to recreational cannabis, the Village is allowed to opt-in or opt-out, unlike medical cannabis. Village staff is proposing text amendments to clarify that recreational cannabis uses are not permitted in the Village.

At their October 28, 2025 meeting, the Plan Commission discussed and recommended approval of an amendment creating a Restricted Business Overlay District, allowing medical cannabis as a conditional use for C-2 commercial properties within this district (near the intersection of Wolf Road and 55th Street). Following the Plan Commission meeting, Village staff is proposing that medical cannabis be a conditional use within the C-1, C-2, and O districts, only permitted after the operator has completed the process and obtained a conditional use permit. Also proposed are standards related to spacing from sensitive uses along with other certain restrictions to capture any externalities of the use. Staff feels this alternate amendment from what was discussed by the Plan Commission creates consistency and presents the requirements in a clearer, more accessible manner for staff, applicants, and the public.

The item summary report prepared by Village staff for the October 28, 2025 Plan Commission meeting is provided as Attachment 2. The Plan Commission reviewed and discussed the proposed text amendments and conducted a public hearing on October 28, 2025. At the public hearing, two members of the public were in attendance. One member of the public provided comments in support of residential beekeeping and the other member of the public attended

with feedback on various amendments. The Plan Commission recommended approval of the Application with the minor modifications related to the draft language. The Plan Commission's recommendation with the minor modifications is included in Attachment 3. The recommendation was drafted based on the October 28, 2025 Plan Commission meeting.

Village staff revised the text amendments based on the Plan Commission's recommendation. The revised text amendments (redlines) are included in Attachment 1.

The Planning and Zoning Committee reviewed this item at their meeting on November 18, 2025 and recommended approval of the Development Control Ordinance Text Amendments related to general development, residential, and commercial. With respect to medical cannabis text amendments, the Planning and Zoning Committee directed staff to bring forward, for discussion, the option of establishing a medical cannabis overlay district as was discussed by the Plan Commission, along with the alternative recommended by staff. The draft ordinances related to Title 10 (Development Control Ordinance) and Title 6 (Animals) will be brought to the January 12, 2025 Village Board meeting for review and discussion.

**Attachments**

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- 1. Revised DCO Redlines
- 2. PC Item Summary Report – Plan Commission Item Summary Report dated 10/28/2025 (attachments omitted but available on [Village website \[LINK\]](#))
- 3. Recommendation – Plan Commission Recommendation PC-2025-04: Application for Text Amendments to the Development Control Ordinance (attachments omitted but available on [Village website \[LINK\]](#))
- 4. PZ Item Summary Report – Planning and Zoning Committee Item Summary Report dated 11/18/2025 (attachments omitted but available on [Village website \[LINK\]](#))

**Financial Impact**

None.

**Recommended Motion**

I move to approve the requested Development Control Ordinance and Title 6 text amendments.

**Strategic Plan Alignment**

Community Planning and Economic Development.

**File Attachments**

- 1. Revised DCO Redlines
- 2. PC Item Summary Report
- 3. Recommendation

4. PZ Item Summary Report

# Attachment 1: Proposed DCO Mark-Up

**\*\* Red text indicates proposed changes. Strikethrough indicates deletions, bold & underlined text indicates additions.**

## CHAPTER 2: DEFINITIONS AND RULES OF WORD USAGE

### 10-2-1: Word Usage:

[...]

### 10-2-2: Definitions:

**ADULT-USE CANNABIS BUSINESS ESTABLISHMENT: An adult-use cannabis craft grower, cultivation center, dispensing organization, infuser organization, processing organization, or transporting organization, per the Cannabis Regulation and Tax Act.**

**ADULT-USE CANNABIS CRAFT GROWER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act.**

**ADULT-USE CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act.**

**ADULT-USE CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act.**

**ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act.**

**ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act.**

**ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER: An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act.**

**ANIMAL HOSPITAL: Any building or portion thereof designed or used for the care, observation, or treatment of domestic animals. A business designed or used for the care, observation, or treatment of domestic animals. "Animal Hospital" does not include kenneling or pet boarding of animals.**

**ART GALLERY: A commercial establishment engaged in the sale of paintings, sculptures, video art or other works.**

**AUTOMOBILE REPAIR:** The general repair, engine rebuilding or reconditioning of motor vehicles, collision service such as body, frame and fender straightening and repair, and painting of motor vehicles. A business that performs general repair, reconditioning, and painting of motor vehicles. Services offered may include the changing of motor oil, installation of tires, batteries and minor accessories, minor automobile repairs, and greasing or washing of individual automobiles.

**AUTOMOBILE SERVICE STATION:** Any building or premises used for dispensing or sale of automobile fuels, lubricating oil or grease, tires, batteries, or minor automobile accessories. Services offered may include the changing of motor oil, installation of tires, batteries and minor accessories, minor automobile repairs, and greasing or washing of individual automobiles. An establishment used for dispensing or sale of automobile fuels. It is common for the sale of limited convenience goods and automotive accessories incidental to the sale of fuels to also exist on the premises. Accessory Auto Repair may be included as part of this use.

**BAKERY/COFFEE SHOP:** A retail establishment that sells baked goods prepared on- or off-site and/or a store which sells and/or brews specialty coffee, tea, frozen, or related beverages.

**BANKS AND FINANCIAL INSTITUTIONS:** A business providing financial services, including but not limited to, banks, credit unions, savings and loan institutions, wealth management, and mortgage companies.

**BREWERY:** See Microbrewery, Microdistillery, or Micro-winery.

**BREWPUBS:** An establishment that includes a microbrewery, microdistillery, or micro-winery in conjunction with a restaurant and a bar.

**CANNABIS REGULATION AND TAX ACT:** The Cannabis Regulation and Tax Act, (410 ILCS 705/1 et seq.), as amended from time-to-time, and regulations promulgated thereunder.

**CAR WASH:** A building, or portion thereof, containing facilities for washing one or more automobiles at any one time, using production line methods such as a chain conveyor, blower, steam cleaning device, or other mechanical devices; or providing space, water, equipment, or soap for the complete or partial cleaning of such automobiles, whether by operator or by customer. An establishment containing facilities for washing one or more automobiles at any one time, using production line methods such as a chain conveyor, blower, steam cleaning device, or other mechanical devices; or providing space, water, equipment, or soap for the complete or partial cleaning of such automobiles, whether by operator or by customer.

**CLINIC, MEDICAL OR DENTAL:** An organization of specializing physicians or dentists or both, who have their offices in a common building. A clinic shall not include inpatient care. A business organization of specializing physicians or dentists or both, who operate a walk-in medical facility that provides unscheduled, ambulatory care for minor illnesses and injuries, outside of a hospital.

**CLUB OR LODGE, PRIVATE (NONPROFIT):** A nonprofit association of persons, who are bona fide members paying dues, which owns, hires, or leases a building, or portion thereof, the use of such premises being restricted to members and their guests. The affairs and management of such "private clubs or lodge" are conducted by a board of directors, executive committee, or similar body chosen by the members. It shall be permissible to serve food, meats and beverages on such premises. A membership association of dues paying persons, which owns, hires, or leases a building, or portion thereof, the use of such premises being restricted to members and their guests. It is common to serve food, meals, and beverages on such premises.

**COMMERCIAL LEARNING CENTER:** A school that provides extracurricular tutoring and training at a small-scale facility. "Commercial Learning Centers" may include such uses as driving schools or tutoring centers.

**COMPASSIONATE USE OF MEDICAL CANNABIS PROGRAM ACT:** The Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1 et seq.), as amended from time-to-time, and regulations promulgated thereunder.

**CONVALESCENT, NURSING OR REST HOME:** An establishment for the care of the aged or infirm, or a place of rest for those suffering bodily disorders. Such home does not contain equipment for surgical care or for the treatment of disease or injury. A business for the care of the aged or infirm, or a place of rest for those suffering from bodily disorders. Such home does not contain equipment for surgical care or for the treatment of disease or injury.

**CONVENIENCE STORE:** An establishment where the direct retail sale of food items such as meats, cereals, grains, produce, baked goods, dairy products, and prepared food products, beverages, cleaning supplies, pet food and supplies, pharmaceuticals, over-the-counter medicines, personal products, household goods, books and magazines, plants, and other sundry and similar items are available to be purchased by the consumer.

**DAYCARE CENTER:** An institution or place in which are received three (3) or more children, not of common parentage, apart from their parent or guardian, for part or all of the hours between six o'clock (6:00) A.M. and nine o'clock (9:00) P.M. The term "daycare center" includes, but is not limited to, the following: nursery schools, childcare centers, day nurseries, kindergartens and play groups, but does not include bona fide kindergartens or nursery schools operated by public or private elementary or secondary school systems. A use in which are received three (3) or more children, not of common parentage, apart from their parent or guardian, for part or all of the hours between six o'clock (6:00) A.M. and nine o'clock (9:00) P.M. The term "daycare center" includes, but is not limited to, the following: nursery schools, childcare centers, day nurseries, kindergartens and play groups, but does not include kindergartens or nursery schools operated by public or private elementary or secondary school systems.

**DRIVE-THROUGH; ESTABLISHMENT:** A place of business, being operated for the sale and purchase at retail of food and other goods, services or entertainment, which is laid out and equipped so as to allow its patrons to be served or accommodated while remaining in their automobiles. An accessory use to a restaurant, bakery/coffee shop, bank/financial services, or other retail use.

**DWELLING, SINGLE-FAMILY ATTACHED:** One which is joined to another single-family dwelling at one or both sides by party walls. A dwelling that is joined to another single-family dwelling at one or more sides by party walls.

**DWELLING UNIT, ABOVE GROUND FLOOR:** A dwelling unit located above the ground floor of a building.

**EVENT SPACE:** A business consisting of a room(s) or hall(s) available for rent for banquets, exhibitions, and/or meetings that may include the provision of food, drink, and/or entertainment.

**FOOD STORE/GROCERY:** An establishment that retails a general line of food, such as canned and frozen foods, fresh fruits and vegetables, and fresh and prepared meats, fish, and poultry. Included in this class are meat and seafood markets, delicatessen-type establishments, and establishments retailing baked goods (not for immediate consumption and/or made off-premises).

**FUNERAL HOME:** A business that prepares the dead for burial or interment and conducts funerals (i.e. providing facilities including chapels for wakes, arranging transportation for the dead, selling caskets and related merchandise).

**GARDEN CENTER:** A retail establishment whose principal activity is the selling of plants, gardening equipment and supplies, these uses typically have seasonal outside storage, growing or display.

**GAS/FUEL STATIONS:** See Automotive Service Station.

**GOVERNMENT BUILDINGS AND FACILITIES:** A use owned and operated by a municipal, state, federal, or other taxing body institution in which governmental services are provided or conducted.

**HOTEL OR MOTEL:** An establishment which is open to transient guests, in contradistinction to a boarding, rooming or lodging house, and is commonly known as a hotel in the community in which it is located; and which provides customary hotel services such as maid service, the furnishing and laundering of linen, telephone and secretarial or desk service, the use and upkeep of furniture and bellboy service. An establishment that is open to transient guests, which provides customary

hotel services such as housekeeping, front desk services, and common amenities. Restaurants and meeting rooms are common accessory uses.

INDOOR ATHLETIC FACILITIES: A business or facility used for and providing indoor recreation facilities, gym and fitness facilities, and sport courts, swimming pools, or similar uses that are enclosed in buildings.

INDOOR ENTERTAINMENT FACILITIES: A business with predominantly leisure or spectator uses conducted within an enclosed building including, but not limited to, movie theaters, bowling alleys, arcades, and concert venues. This does not include any adult uses as defined in Section 10-2-2 in the Village Code.

KENNEL: Any business, premises, or portion thereof, in which more than three (3) dogs or other domestic animals over three (3) months of age are boarded for compensation, bred, cared for, or kept for sale. Any business in which more than three (3) dogs or other domestic animals over three (3) months of age are cared for or boarded for compensation.

LIQUOR STORE: A retail establishment where the direct sale of packaged wine, beer, spirits, and non-alcoholic beverages is available to be purchased by the customer for off-site consumption.

MEDICAL CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is registered by the applicable State of Illinois agency designated to oversee said facility to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis in accordance with the laws of the State of Illinois.

MEDICAL CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is registered by the applicable State of Illinois agency designated to oversee said facility to acquire medical cannabis from a registered cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients, individuals with a provisional registration for qualifying patient cardholder status, or an Opioid Alternative Pilot Program participant in accordance with the laws of the State of Illinois.

MEDICAL CANNABIS ORGANIZATION: This term refers to Medical Cannabis Cultivation Centers and Medical Cannabis Dispensing Organizations as they are defined in the Compassionate Use of Medical Cannabis Program Act.

MICROBREWERY, MICRODISTILLERY, AND MICRO-WINERY: An alcoholic beverage production establishment that does not exceed 50,000 gallons a year with a retail space and publicly accessible tap room.

MOBILE FOOD VEHICLE: A commercially manufactured, motorized mobile food unit in which ready-to-eat food is cooked, wrapped, packaged, processed, or portioned for service, sale or distribution.

MOBILE FOOD VEHICLE (NONMOTORIZED): A commercially manufactured mobile food unit which may be affixed onto a vehicle, such as a trailer, in which ready-to-eat food is cooked, wrapped, packaged, processed, or portioned for service, sale or distribution.

MOBILE FOOD VEHICLE VENDOR: The owner of mobile food vehicle or the owner's agent; hereinafter referred to as "vendor".

MUSEUMS OR CULTURAL FACILITIES: A business, use, or structure designed, intended, or used primarily for dance, dramatic, music or other performances, or a library, museum or gallery operated primarily for the display, rather than the sale, of works of art. A "cultural facility" does not include a performance entertainment venue.

OFFICE, MEDICAL AND DENTAL: A business where appointment-based medical services activities are conducted, which may include medical laboratories, psychological counseling, physical therapy, or other medical services to patients. This use may include retail sales of related items such as eyeglasses or medical devices.

OFFICE, PROFESSIONAL AND BUSINESS: A professional organization, or an administrative unit of business enterprise, including, but not limited to, offices of accountants, financial brokers, insurance agents, architects, engineers, planners, medical arts (such as dentists, physicians, and optometrists), attorneys, real estate and title companies. An office includes

activities which are limited to the administrative professional functions of business, and excludes sales of merchandise, manufacturing, product testing or other nonadministrative functions. A business where professional activities are conducted and/or business or professional services are made available to the public, including but not limited to, accounting, architecture, legal services, professional consulting, real estate services.

PARKING FACILITY, PRIVATE: An accessory use reserved or used for parking or storage of motor vehicles for a permitted commercial or residential development.

PARKING FACILITY, PUBLIC: A use or area reserved or used for parking or storage of motor vehicles that is publicly available to customers, commuters, or other visitors to an area.

PERSONAL SERVICES: A business where services are offered directly to customers, including, but not limited to, beauty services, hair cutting and styling, spa services, dry cleaning, and tailoring.

PET BOARDING: See Kennel.

PET CARE SERVICES: A business that provides services to animals (except veterinary) such as clipping, bathing and training. Boarding of animals is not a part of this use.

PET STORES: A retail establishment primarily involved in the sale of domestic animals and pet-related supplies.

**PLANNED DEVELOPMENT:** A parcel of land or contiguous parcels of land of a size sufficient to create its own environment, controlled by a single landowner or by a group of landowners in common agreement as to control, to be developed as a single entity, the environment of which is compatible with adjacent parcels, and the intent of the zoning district or districts in which it is located; the developer or developers may be granted relief from specific land use regulations and design standards and may be awarded certain premiums in return for assurances of an overall quality of development, including any specific features which will be of exceptional benefit to the community as a whole; and is a subdivision approved as a conditional use. A tract of land that is developed as a unit under single ownership or control pursuant to the requirements of the Planned Development specifications of Chapter 8.

RELIGIOUS INSTITUTION: A use, together with its accessory buildings and uses, where people regularly assemble for religious purposes and related social events and which, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain religious ceremonies and purposes.

**RESEARCH AND DEVELOPMENT (R&D):** A business that engages in research, or research and development of computer software, information systems, communication systems, transportation, geographic information systems, multimedia and video technology. R&D does not include manufacturing. The use or storage of hazardous materials as determined by the fire department shall not be permitted. A business which focuses on non-manufacturing research and/or development of products, including but not limited to, computer software, information systems, medicine, communication systems, transportation, geographic information systems, multimedia and video technology.

**RESTAURANT:** A business establishment within which food is offered for sale and consumption only within the structure on the premises. An establishment within which food is offered for sale and consumption within the building on the premises or as a carry-out option for consumption elsewhere.

RETAIL STORE: An establishment for the display and sale of merchandise directly to the ultimate consumer. This use may include stocks of goods, wares or merchandise incidental to the primary business.

TAVERN: An establishment where liquor is sold to be consumed on the premises. This use may include limited food service, but does not include restaurants (where the principal business is the serving of food).

TEMPORARY RETAIL USES: Retail stores operating under short term leases for seasonal sales, testing retail potentials, or meeting other commercial opportunities, with no more than 120 days per customer-facing commercial operation.

TOWNHOME: See Dwelling Units, Single-family Attached.

VEHICLE SALES: An establishment that sells or leases new or used automobiles, trucks, vans, trailers, recreational vehicles, boats, motorcycles, or other similar motorized transportation vehicles. A vehicle dealership may include inventory of the vehicles for sale or lease and on-site facilities for the repair and service of vehicles.

VETERINARY OFFICES: See *Animal Hospital*.

### CHAPTER 3: ADMINISTRATIVE BODIES AND PROCEDURES

[...]

5. Administrative Variations: Variations that can be granted administratively by the Director of Community Development are established below, provided the standards applicable to the request are met. These administrative variations are for zoning lots classified in the A Single Family Residence, R1 Single Family Residence, and R2 Single Family Residence and improved with a single family detached dwelling.

a. Required Setback for Detached Garage. An administrative variation to allow an existing detached garage accessory to a single family detached dwelling to be renovated or replaced in its existing location, subject to the conditions that: (1) the garage, including the exterior walls, eaves, and gutters, may not be closer than one foot to any side yard lot line or rear lot line, and (2) the adjustment will not result in undue adverse effect on abutting property.

b. Front and Corner Side Yards for Front Porch. An administrative variation from a required front yard of corner side yard, or both, to allow an attached, covered, and unenclosed front porch on an existing single family detached house to encroach into that yard by not more than the following distances: six feet into a front yard, or 6 feet into a corner side yard. The administrative variation may only be approved if the Director of Community Development determines that the encroachment will not result in an adverse change in the character of the front yard depths on the block in which the subject property is located

c. Maximum Building Coverage. An administrative variation increasing by not more than 100 square feet, the maximum building coverage on a zoning lot for the purpose of renovating a single family detached dwelling originally constructed prior to January 1, 1993. This administrative variation may apply to the expansion of the footprint of the single family detached dwelling or an increase of the building coverage attributable to construction of a detached garage in replacement of an attached garage.

d. Maximum Gross Floor Area. An administrative variation increasing by not more than 100 square feet, the maximum gross floor area on a zoning lot for the purpose of renovating a single family detached dwelling originally constructed prior to January 1, 1993. This administrative variation may apply to the expansion of the footprint of the single family detached dwelling or an increase of the building coverage attributable to construction of a detached garage in replacement of an attached garage.

e. Vertical or Horizontal Extensions of Nonconforming Single Family Detached Dwelling. An administrative variation to allow the vertical or horizontal extension(s) of an existing exterior wall of a single family detached dwelling that is nonconforming with respect to the minimum required interior side, corner side, or rear yard, provided that 1) the extension does not increase the encroachment into the required yard and 2) the existing exterior wall does not encroach more than 10% into the required yard.

### CHAPTER 4: DEVELOPMENT STANDARDS OF GENERAL APPLICABILITY

- A. Conformance To District Requirements: No structure shall be built nor shall a lot be developed, used, or occupied unless it meets the lot area, lot width, yards, building height, maximum building coverage, gross floor area and storm water management requirements established in the applicable district regulations, except where specifically permitted in this ordinance or by variation to this ordinance.

- B. Allowable Obstructions: Accessory uses and structures, and projections of the principal structure, may be located in a required yard only as indicated in table 4-1 of this section. In no case shall any obstruction be allowed within three feet (3') of a lot line.

**Table 4-1: ALLOWABLE OBSTRUCTIONS**

Type Of Structure Or Use Obstruction	Front And Corner Side Yards	Side Yard	Rear Yard
<del>Air conditioning condenser / compressor; subject to the provisions of subsection 10-4-4(G) of this chapter</del>			X
Air conditioners which are window units projecting not more than 18 inches into the required yard	X	X	X
Arbors and trellises	X	X	X
Awnings and canopies, extending not more than 2½ feet into front or side yards and not more than 5 feet into rear yards	X	X	X
Balconies projecting not more than 5 feet			X
Bay windows which project 2 feet or less on the first or second floors, but not both	X		X
Breezeways and open porches			X
Central air conditioning systems, heating, ventilating, pool and filtering equipment, the outside elements of which extend not more than 4 feet into the yard. (See 10-4-4: "Accessory Uses and Structures" for additional regulations that may apply.)			X
Chimneys projecting <del>18</del> 24 inches or less into the yard	X	X	X
Decks (open), 2 feet high or less			X
Eaves, not including gutters projecting 3 feet or less into the yard	X	X	X
Fallout shelters (completely underground)			X
Fences or walls subject to applicable height restrictions of subsection 10-4-4F of this chapter	X	X	X
<del>Fire escapes projecting 4 feet or less</del>	-	-	<del>X</del>
Flagpoles	X	X	X

Garages, detached, subject to the provisions of subsection <a href="#">10-4-4A</a> of this chapter			X
Laundry drying equipment (clothesline and poles)			X
Parking, carports and covered parking spaces			X
Porches (attached, covered and unenclosed) projecting 5 feet or less. In the case of existing homes where the average block face setback exceeds the minimum front yard setback for that zoning district, open unenclosed porches may encroach into the required front yard setback (block face average) to a maximum of 8 feet provided that the encroachment does not exceed the front building face of the adjoining properties by more than 8 feet or exceed the minimum allowed encroachment of the district of 5 feet in a 30 foot setback	X		X
Recreational equipment, provided that basketball standards and backboards shall be allowed in all yards			X
Satellite dish antennas			X
Signs, subject to the Western Springs sign ordinance	X	X	X
Steps 4 feet or less above grade which are necessary for access to a permitted building or for access to a zoning lot from a street or alley projecting to within 6 feet of the lot line	X	X	X
Terraces which are open and not over 3 feet above the average level of the adjoining ground (does not include permanently roofed over terrace or porch)	X	X	X

Note: "X" denotes where obstructions are allowed.

[...]

#### 10-4-4: ACCESSORY USES AND STRUCTURES:

##### A. General Provisions:

1. Authorization: All accessory uses and accessory buildings and structures shall conform to the applicable requirements of the development control ordinance and all other applicable regulations set forth in the village code, including, but not limited to, the building code, the electrical code, and the fire prevention code. The provisions of this chapter set forth below establish additional requirements and restrictions for particular accessory uses and structures. Except as otherwise provided in this chapter, no accessory use or structure shall be approved, established, or constructed before the principal use or structure is approved, established, or constructed. (Ord. 01-2171, 6-25-2001)

2. Area Limitation: Enclosed accessory uses and structures shall comprise no more than a total of ten percent (10%) of the lot area. In addition, accessory uses, whether within enclosed structures or not, shall comprise not more than thirty five percent (35%) of a required yard of a lot in a residence district, **except that detached garages within the required rear yard of a corner or a reverse corner lot shall be excluded from the maximum thirty five percent (35%).** In the case of driveways, not more than twenty percent (20%) of the lot area in a residence district may be devoted to a driveway. In addition, the size of driveway area in the required front or corner side yard shall be no more than one thousand one hundred (1,100) square feet in the A and R-1 districts and not more than six hundred sixty (660) square feet in any other residence district, or forty four percent (44%) of said required yards in any residence district, whichever is greater. In no case shall driveway width in

required front or corner side yards exceed twenty two feet (22') with the exception of three (3) car garages which may have a width of thirty three feet (33'). (Ord. 97-2011, 6-16-1997)

[...]

**10-4-5: TEMPORARY USES:**

**9. Beekeeping on single-family residential lots are allowed in accordance with the following regulations:**

**a. Beekeeping is only permitted on single-family residential lots in the A, R-1, and R-2 Districts.**

**b. No more than two (2) colonies shall be located on one lot and no more than one (1) apiary on one lot.**

**c. Setbacks: Bees and beekeeping shelters are prohibited in the required front, corner side, and interior side yards. No colony shall be kept closer than ten feet (10') from any lot line.**

**d. Fencing Or Flyways: The owner shall establish and maintain a flyway barrier at least six feet (6') in height consisting of a solid wall, fence, dense vegetation or combination thereof. The flyway barrier shall be parallel to the property line, located only upon such property line as is closest to the colony, and extend ten feet (10') beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six feet (6') above the ground level over the property lines in the vicinity of the hive. In instances where more than one hive is kept, a flyway shall be installed and maintained per hive. This flyway barrier requirement shall not apply if the setback between any colony and the closest lot line is twenty five feet (25') or more.**

**e. General Maintenance: Owners shall keep all beekeeping equipment in good condition and secure unused equipment from weather, potential theft, vandalism or occupancy by migratory colonies. Each owner shall ensure that no bee comb or other materials are left upon the grounds of the property where a hive is maintained. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other beeproof enclosure.**

**f. Queens: In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation, or exhibits an unusual disposition toward swarming, it shall be the duty of the beekeeper to requeen the colony. Queens shall be selected from stock bred for gentleness and nonswarming characteristics.**

**g. Noncommercial Use: No commercial use or retail sales of bees, honey, honeycomb or other bee products or beekeeping products shall be permitted from any residential property.**

**h. Water: Each beekeeper shall ensure a convenient source of water is available to the bees at all times during the year so the bees will not congregate at swimming pools, pet watering bowls, birdbaths, or other water sources where they may cause human, bird, or domestic pet contact. A permit may be required depending on the proposed source, see Title 9 of this Code for more information.**

**i. Registration: The beekeeper must register the colonies and maintain valid registration with the Illinois Department of Agriculture or as otherwise required by the State of Illinois.**

**j. Signage. A weatherproof sign no greater than twelve (12) inches by ten (10) inches must be posted on all property lines and outside the apiary fencing stating "State Registered Beehive(s) on Property" or similar wording approved by the Director of Community Development.**

**k. Compliance: All beekeepers shall be in compliance with the Illinois Bees and Apiaries Act, including, but not limited to having all hives accessible for State inspectors to check on a routine basis on their**

practice and schedule or as needed. Owners must have their beehives inspected by the State of Illinois Apiary Inspector at least every other year.

I. Permit Required: Beekeeping shall require a permit from the Village. Permit submittals must demonstrate compliance with all requirements of this Subsection. At the time of application for a Beekeeping Permit, the applicant shall: 1) Submit a scaled site plan of the proposed Apiary showing placement of the Beehive(s), the flyway barrier and fences and compliance with all applicable requirements outlined in this Article; 2) Provide a Certificate of Insurance from property owner's homeowner's insurance company verifying that beekeeping is covered by the insurance policy covering the property where the apiary will be located; 3) Provide a certificate of completion or similar documentation, from a beekeeping training course. Owners are required to stay current and demonstrate their knowledge of colony health and management; 4) Submit written consent from all neighbors on residential property that abuts the proposed location, in a form provided by the Village. Notification is not required for renewals; 5) Submit a properly executed hold harmless agreement between the applicant, (if the location of the Apiary is owned by a 3rd party, then the property owner as well) and the Village, waiving any liability for any loss or injury resulting from the design, construction or operation of the apiary, in lieu of any zoning or building permits that may be associated with the construction of an apiary; 6) Pay a nonrefundable initial permit fee as determined by the current published fee schedule; 7) Provide written consent of the property owner, if the apiary will be located on residential property not owned by the applicant. The property owner will be required to sign the application as well; 8) State Registration. The owner must, within 30 days of installation of a colony into a beehive, register their beehive(s) with the Illinois Department of Agriculture or as otherwise required by the State of Illinois. State Registration must be maintained for the life of the Beehive; 9) Expiration and Renewal. Beekeeping Permits shall be valid for up to one year. All Beekeeping Permits expire on March 31st of each calendar year. Beekeepers must submit their renewal application at least thirty (30) days prior to the expiration date. A renewal permit shall be subject to the requirements in this section, with payment of a permit renewal fee as determined by the current published fee schedule.

[...]

#### G. Mobile Food Vending:

##### 1. Licensing, Health and Safety Requirements:

a. It shall be unlawful for any person to operate a mobile food vehicle within the Village without first having obtained a Mobile Food Vending License for that purpose.

B. Any person wishing to operate a mobile food vehicle within the Village shall complete an application and receive a Mobile Food Vehicle Vending License from the Village. Each application must include:

i. A copy of the vendor's food handler certification card provided by the Illinois Department of Public Health.

ii. A copy of a valid driver's license of vendor or operator of the vehicle.

iii. Vendor's certification of the mobile food vehicle's compliance with the Illinois Food Code.

iv. A preliminary health inspection or in possession of a current health inspection passing mark from the Cook County Department of Public Health.

v. A signed hold harmless agreement.

vi. Proof of comprehensive general liability insurance with the following requirements: 1) Coverage of \$1,000,000 per occurrence and \$2,000,000 in aggregate; 2)Umbrella coverage (\$1,000,000 per occurrence and \$1,000,000 in aggregate); 3)Workers Compensation – Statutory; 4) Village listed as certificate owner.

vii. A list of food items offered and schematic drawing showing safe usage of energy source and waste disposal.

viii. Proposed location of vehicle, identifying the locations for the vehicle, power source(s), and customer queuing. If the vehicle is planned to be parked in different locations in the Village over 12 months, these proposed locations must be identified before each operation.

c. A Mobile Food Vehicle Vending License shall be valid from January 1 to December 31 of each calendar year.

i. A licensing fee of \$100 must be paid to the Village upon issuance of a license.

ii. A license certificate will be issued to the vendor for use on the approved vehicle and must be on display at all times.

iii. Licenses are not transferable between vehicles or vendors.

d. The Village reserves the right to rescind licensure if provided information is found to be embellished, falsified, or otherwise misleading.

e. Vendors must detail plans for the mitigation of litter and disposal of grease, food waste, and other items associated with the preparation of food.

## 2. Operation:

a. Mobile food vendors shall pay Village sales tax and submit receipts from sales, if open to the general public.

b. Mobile food vendors seeking to operate within the public right-of-way must notify the Village, and provide all required information, a minimum of 14 business days prior to the proposed date of operation.

c. Mobile food vending may occur between 9 a.m. and 9 p.m., unless operating as part of a separately permitted, Village-sanctioned event.

d. Alcohol sale by food vendors is not permitted.

e. Mobile food vending may not occur within 500 feet of a school, except one hour after dismissal. Food trucks may be permitted on school property if part of a separately-permitted school event.

f. Mobile food vending shall occur from the side of the vehicle closest to the curb.

g. Mobile food vending on a private property for private events may occur a maximum of one (1) day per year for a property in residential zoning districts.

h. Mobile food vending on a private property for private events may occur a maximum of two (2) days per month for a private property in a commercial district and institutional uses (including but not limited to Western Springs Park District facilities, and public and private schools)

i. Mobile food vending must be hosted by or otherwise affiliated with a local business or entity.

ii. When hosting a food vendor, the local business shall be responsible for obtaining licensure for the mobile food vending operation, submitting a mobile food vending application, and providing adequate notice to the Village.

- i. Mobile food vending to the general public may occur on public right-of-way a maximum of one (1) day per year adjacent to a property in residential zoning districts, per license holder, excluding Village sanctioned events.
- j. Mobile food vending to the general public may occur on public right-of-way a maximum of two (2) days per month adjacent to a private property in a commercial district and institutional uses (including but not limited to Western Springs Park District facilities, and public and private schools), per license holder, excluding Village-sanctioned events.
- k. No more than two (2) mobile food vending operations may operate on the public right-of-way at the same time in the C-1 zoning district, excluding during Village-sanctioned events.
- l. Vendors must pay the municipal parking fees (if any) of permit spaces they occupy.
- m. At least one State-certified food handler must be within the vehicle when serving occurs.

### 3. Location

- a. Mobile food vending shall not obstruct the flow of traffic, the ease of pedestrian or cycle movement, or the visibility of intersections, crosswalks, curb cuts, drive aisles, or alleys.
- b. Licensed vendors shall submit an application for location on a public right-of-way no less than 14 business days prior to the planned event.
- c. Vendor is required to provide barricades and property safety measures to ensure safety and visibility of the site. For downtown diagonal parking spaces, three contiguous spaces will be reserved. (Note: The Village can consider preparing a location map for permitted downtown vending locations)
- d. Mobile food vendors must submit proof of access to a restroom with handwashing facilities within 300 feet of the proposed location.
- e. Mobile food vendors may not operate within 300 feet of the lot line of an existing restaurant, unless having received written consent from that entity.
  - i. Mobile food vendors may not exchange money or other gifts for approval from restaurant owners.

### 4. Enforcement:

- a. Village Law Enforcement Services and Fire and Emergency Medical Services will approve planned locations within the public right-of-way as applications are sent in.
- b. Vendors must prominently display the active Village license on the passenger side of the front windshield.
- c. Violation of Village codes will result in a \$750 per day fine.
- d. Falsified information in the license or public right-of-way application will result in the immediate suspension of a Village license.

## **CHAPTER 5: ZONING DISTRICTS**

[...]

### **B. Business Districts:**

1. C1 - Village Center Commercial District: ~~This district constitutes the town center or downtown of Western Springs and is intended to accommodate a range of compatible retail, financial, service, governmental,~~

professional and residential uses in a setting conducive to and safe for pedestrian activity. This district is intended principally for retail commercial uses. This district constitutes downtown Western Springs and supports a range of harmonious activities in a safe environment for pedestrians. Appropriate uses in the district generally include retail, service, governmental, professional and multiple family residential. As a vibrant downtown district, the area may also see a variety of secondary or accessory functions to permitted uses that attract more people to a particular business and to the area generally. While this district is intended principally for retail commercial uses on the first floor, it is understood that some other first-floor uses can fit into the fabric of the district, provided the area maintains its retail commercial emphasis.

2. C2 - Community Shopping District: This district is intended to provide for those commercial activities that require locations along arterial or collector streets with larger lots and greater vehicular access. This district provides for commercial activities serving the Village and surrounding areas, and that are typically located on sites along arterial or collector streets with comparatively large lots, high visibility, and easy vehicular access. Development in this district should support auto-oriented commercial uses on sites with designs and amenities that incorporate well landscaped on-site parking, adequate signage, pedestrian safety, outdoor dining, and plazas or seating areas.

3. Downtown Pedestrian Overlay District (POD): This overlay district promotes retail and service-based ground floor uses in the central portion of downtown Western Springs along Burlington and Hillgrove Avenues. The district reserves first-floor commercial spaces primarily for retail or personal service uses that will foster a vibrant, pedestrian-oriented shopping, dining, and services district. Upper stories are appropriate for office, medical, and residential uses. The design of buildings should promote pedestrian access from the street with prominent front door entrances, clear and transparent windows, and pedestrian-oriented signage. Design elements that limit pedestrian character are not in keeping with the desired character of this area (such as tinted or mirrored windows, curb cuts, and monolithic front facades).

4. MXD - Mixed Use Commercial-Residential District: This district is intended to provide opportunities for development of sites with new or rehabilitated buildings that contain a mix of commercial and residential uses. The first floor of such buildings should provide space for commercial ~~office, retail and service uses~~ **uses that support the vibrancy of the downtown area and** that are easily accessible to the public. First floor residential uses are permitted but should be located in areas that are secondary to the commercial spaces. The first floor of the building also should include other related ancillary services and amenities that support the building occupants, such as internal pedestrian accessways and elevator areas, storage areas, concierge or security desk, mechanical and utility rooms, restrooms, meeting rooms and common areas that serve some or all of the building uses. The properties that are eligible to be rezoned to this district are located at the southeast corner of the Burlington Avenue and Wolf Road intersection and are identified as: property index numbers 18-05-305-011, 18-05-305-028 and 18-05-305-029 (formerly the Tischler's Grocery Store site and the Breen's Drycleaner Store site); property index numbers 18-05-305-009, 18-05-305-010 and 18-05-305-023 (the Benak Auto Repair Shop site); and property index numbers: 18-05-305-026 (the Commonwealth Edison site) (see also, plan commission recommendation no. 15-01).

## CHAPTER 7: BUSINESS DISTRICT REGULATIONS

### 10-7-1: PERMITTED AND CONDITIONAL USES

**A. Business District Use Table: Table 7-1 below establishes the uses allowed in each business district.**

**1. Permitted Use (“P”):** A “P” indicates that a use is a permitted use allowed by-right within the designated zoning district provided all applicable standards are met.

**2. Conditional Use (“C”):** A “C” indicates the use requires the approval of a conditional use permit in order to be allowed within the designated zoning district.

**3. No designation:** The absence of a letter (a blank space) or the absence of the use from the table indicates that the use is not allowed within the designated zoning district.

**TABLE 7-1: BUSINESS DISTRICT USE TABLE**

<u>Use</u>	<u>C-1</u>	<u>C-2</u>	<u>O</u>	<u>ORI</u>	<u>DT</u>	<u>MXD</u>
<u>Accessory / compatible uses – up to 30% of total square footage</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Accessory / compatible uses – greater than 30% of total square footage</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Adult uses</u>				<u>C</u>		
<u>Animal hospitals</u>		<u>C</u>				
<u>Art gallery and artists’ studios</u>	<u>P*</u>	<u>P</u>				<u>P*</u>
<u>Automobile repair</u>	<u>C</u>	<u>C</u>				<u>C</u>
<u>Automobile service stations</u>	<u>C</u>	<u>C</u>				<u>C</u>
<u>Bakeries / coffee shops</u>	<u>P</u>	<u>P</u>				<u>P</u>
<u>Banquet halls</u>	<u>C</u>	<u>C</u>				<u>C</u>
<u>Banks and financial institutions</u>	<u>P</u>	<u>P</u>	<u>C</u>			<u>P</u>
<u>Commercial schools</u>	<u>C</u>	<u>P</u>				<u>C</u>
<u>Daycare centers</u>	<u>C</u>	<u>C</u>			<u>C</u>	<u>C</u>
<u>Drive-throughs, as part of a permitted use</u>	<u>C</u>	<u>C</u>				<u>C</u>
<u>Dwelling units, above ground floor</u>	<u>P</u>		<u>P</u>			
<u>Dwelling units, multiple-family</u>		<u>C</u>				
<u>Food stores / grocery stores</u>	<u>P</u>	<u>P</u>				<u>P</u>
<u>Food stores / grocery stores greater than 4,000 sf</u>	<u>C</u>	<u>P</u>				<u>C</u>
<u>Funeral homes</u>		<u>C</u>				
<u>Garden centers</u>		<u>P</u>				
<u>Gas / fueling stations</u>	<u>C</u>	<u>C</u>				<u>C</u>
<u>Government buildings and facilities</u>	<u>C</u>	<u>C</u>		<u>P</u>	<u>C</u>	<u>C</u>
<u>Hotels / motels</u>	<u>C</u>	<u>C</u>				<u>C</u>
<u>Indoor athletic facilities</u>	<u>C</u>	<u>C</u>				<u>C</u>
<u>Indoor entertainment and amusement facilities</u>	<u>C</u>	<u>C</u>				<u>C</u>
<u>Kennel / animal boarding facility</u>		<u>C</u>				
<u>Laundry facilities</u>		<u>P</u>		<u>C</u>		
<u>Libraries</u>			<u>C</u>			
<u>Libraries, publicly owned not for profit</u>					<u>C</u>	
<u>Light assembly</u>						
<u>Medical clinic</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>		<u>C</u>
<u>Medical cannabis subject to the standards in subsection 10-7-2</u>	<u>C</u>	<u>C</u>	<u>C</u>			
<u>Medical / dental offices above ground floor</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>
<u>Medical / dental offices on first floor</u>	<u>P*</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P*</u>

<u>Membership clubs</u>	<u>C</u>	<u>P</u>				<u>C</u>
<u>Microbreweries</u>	<u>P</u>					<u>P</u>
<u>Museum or cultural facilities</u>	<u>C</u>	<u>C</u>				<u>C</u>
<u>Nursing and convalescent centers</u>		<u>C</u>				
<u>Offices, professional and business above ground floor</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>
<u>Offices, professional and business on first floor</u>		<u>P</u>	<u>P</u>	<u>P</u>		
<u>Outdoor eating facilities, in connection with restaurants, provided the owner or operator shall provide daily litter cleanup within one hundred fifty feet (150') of the property along the rights of way of public streets abutting the property</u>	<u>P</u>	<u>P</u>				<u>P</u>
<u>Outdoor storage yards which are accessory to permitted uses conducted principally within enclosed buildings</u>				<u>P</u>		
<u>Parking lots – private, associated with and adjacent to allowed use</u>	<u>C</u>				<u>C</u>	<u>C</u>
<u>Parking lots - public</u>	<u>C</u>				<u>C</u>	<u>C</u>
<u>Personal services</u>	<u>P*</u>					<u>P*</u>
<u>Pet care services</u>	<u>C</u>					<u>C</u>
<u>Pet stores</u>	<u>P</u>					<u>P</u>
<u>Planned developments</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Private utilities including substations, transmission facilities and related facilities and telecommunication towers, antennas, and personal wireless services facilities, but prohibiting transmitting or receiving telecommunication towers greater than forty five feet (45') in height</u>						<u>C</u>
<u>Public parks and playgrounds</u>			<u>C</u>			<u>C</u>
<u>Privately owned parking lots, provided that the parking lot is exclusively used in conjunction with an adjacent building located in the C1 - village center commercial district as a convenience for patrons, employees, tenants and owners of the building. As a condition of the issuance of the conditional use permit, the property owner shall file with the office of the Cook County recorder of deeds a covenant against title to the commercial building and parking lot properties, which has been approved by the village attorney, requiring that title to said properties always be held by the same owner. A copy of the recorded covenant shall be filed with the village. The private parking lot shall not be operated as a commuter parking lot</u>	<u>C</u>					
<u>Religious institutions</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>C</u>
<u>Research and development facilities</u>				<u>P</u>		
<u>Restaurants / brewpubs</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>
<u>Retail sales of firearms and ammunition</u>				<u>C</u>		
<u>Retail stores</u>	<u>P</u>					
<u>Schools, public and private including elementary, junior high, and high schools, but excluding colleges, universities, and trade schools.</u>			<u>C</u>			<u>C</u>

<u>Single-family attached dwellings, up to four (4) dwelling units per building</u>						<u>C</u>
<u>Storage, within enclosed buildings including self-storage facilities</u>						
<u>Taverns / pubs</u>	<u>P</u>					
<u>Theaters</u>				<u>C</u>		
<u>Two-family dwellings</u>					<u>P</u>	
<u>Vehicle sales, indoor sales only (new and used, including automobiles, motorcycles, and recreational vehicles)</u>						
<u>Veterinary offices</u>	<u>C</u>	<u>C</u>				
<u>Village government offices and buildings and telecommunication towers, antennas, and personal wireless services facilities, but prohibiting telecommunication towers greater than forty five feet (45') in height, except for monopoles owned by a state, federal or local government body that are used primarily for governmental or public safety communications, provided that the monopole has a maximum height of one hundred feet (100') and conforms to the regulations set forth in chapter 4, part V of this ordinance</u>	<u>C</u>	<u>C</u>				

\*If this use is located within the Downtown Pedestrian Overlay District (for those properties located along Burlington Avenue from Grand Avenue to Johnson Avenue, and along Hillgrove Avenue from Lawn Avenue to Johnson Avenue), then the use is subject to the following conditions: if the use is proposed on the first/ground floor, the full width of the storefront must be devoted exclusively to retail sales to a depth within the store of not less than an average of 15 feet as measured from the storefront windows.

10-7-2 Standards for Medical Cannabis: Any medical cannabis dispensing organization locating within the C-1, C-2, or O Districts shall abide by all zoning regulations and restrictions of the underlying zoning district and the following requirements:

- 1. Location Restrictions:**
  - a. Medical cannabis dispensing organizations shall not be located within five hundred (500) feet of the property line of any pre-existing Medical Cannabis Dispensary located within or outside the Village.
  - b. Single Use Properties: A dispensary may not be located within one thousand (1,000) feet from the property line of a pre-existing public or private preschool or elementary or secondary school, and five hundred (500) feet from a pre-existing religious institution, daycare center, daycare home, group day care home, part day childcare facility.
  - c. Multi-tenant or Multi-use Properties: A dispensary may not be located within one thousand (1,000) feet from the property line of a pre-existing public or private preschool or elementary or secondary school, and five hundred (500) feet from a pre-existing religious institution, daycare center, daycare home, group day care home, part day childcare facility.



- c. All medical cannabis dispensing organizations shall obtain and maintain at all times valid licensing, certification, and/or accreditation by appropriate local, state and national bodies charged with the regulation of medical cannabis organizations and shall adhere to all governing local, state and national codes and regulations.

~~10-7-1:~~ 10-7-3: **C1 - VILLAGE CENTER COMMERCIAL DISTRICT:**

~~—A.— Permitted Uses:~~

~~Bakeries:~~

~~Culinary schools:~~

~~Dwelling units located on the second floor or above, provided the minimum floor area per dwelling unit meets the requirements of subsection 10-6-5l of this ordinance:~~

~~Offices:~~

~~Restaurants, except drive-in and drive-through restaurants:~~

~~Retail stores (excluding retail sales of firearms and ammunition), including, but not limited to, food stores, candy shops, clothing and shoe stores, sporting goods stores (excluding retail sales of firearms and ammunition), fabric shops, furniture and home furnishings stores, camera and photographic shops, appliance stores, florists, jewelry stores, hardware stores (excluding the retail sale of firearms and ammunition), drugstores and gift stores.~~

~~Service uses including, but not limited to, laundry and dry cleaning facilities, beauty parlors, travel agencies, financial institutions and shoe repair.~~

~~—B.— Conditional Uses:~~

~~All retail establishments, financial institutions and service uses that include drive-through facilities:~~

~~Automobile service stations:~~

~~Commercial/residential mixed use development:~~

~~Fire and police stations:~~

~~Municipally owned parking lots, commuter or otherwise:~~

~~Music, art and dance schools:~~

~~Outdoor eating facilities, in connection with restaurants, provided the owner or operator shall provide daily litter cleanup within one hundred fifty feet (150') of the property along the rights of way of public streets abutting the property.~~

~~Post offices:~~

~~Privately owned parking lots, provided that the parking lot is exclusively used in conjunction with an adjacent building located in the C1 - village center commercial district as a convenience for patrons, employees, tenants and owners of the building. As a condition of the issuance of the conditional use permit, the property owner shall file with the office of the Cook County recorder of deeds a covenant against title to the commercial building and parking lot properties, which has been approved by the village attorney, requiring that title to said properties always~~

~~be held by the same owner. A copy of the recorded covenant shall be filed with the village. The private parking lot shall not be operated as a commuter parking lot.~~

~~Village government offices and buildings and telecommunication towers, antennas, and personal wireless services facilities, but prohibiting telecommunication towers greater than forty five feet (45') in height, except for monopoles owned by a state, federal or local government body that are used primarily for governmental or public safety communications, provided that the monopole has a maximum height of one hundred feet (100') and conforms to the regulations set forth in chapter 4, part V of this ordinance.~~

~~A. C.~~ Minimum Lot Area: None.

~~B. D.~~ Minimum Lot Width: None.

~~C. E.~~ Minimum Yard Requirements:

1. Front yard: None required.
2. Corner side yard: None required.
3. Interior side yard: None required.
4. Rear yard: Ten percent (10%) of the lot depth or ten feet (10'), whichever is less.

~~D. F.~~ Transitional Yard Requirements: Where the lot line of a lot in the C1 district abuts a lot in a residence district, a transitional yard will be provided as outlined below:

1. Front yard: None required.
2. Corner side yard: Where the rear lot line of a corner lot abuts a lot in a residential district, or is located across a street right of way from a residential lot, a five foot (5') corner side yard shall be provided.
3. Interior side yard: Equal to that of the abutting residential district, but not less than five feet (5').
4. Rear yard: Ten percent (10%) of the lot depth or twenty feet (20'), whichever is less.

~~E. G.~~ Maximum Building Height:

1. Permitted uses: Thirty five feet (35') or two and one-half (2<sup>1</sup>/<sub>2</sub>) stories, whichever is less.
2. Conditional uses: Forty five feet (45') or three and one-half (3<sup>1</sup>/<sub>2</sub>) stories, whichever is less.
3. Conditional uses for Commercial/Residential Mixed Use Developments: Forty-five feet (45') or four (4) stories, whichever is less, provided that the fourth story is set back a minimum of fifteen feet (15') from the front building parapet wall." (collectively, the "Code Amendments"); and

~~E. H.~~ Maximum Building Coverage: The amount of lot area covered by permitted or accessory buildings or structures shall not exceed ninety percent (90%). (Ord. 92-1855, 12-14-1992; amd. Ord. 21-3044, 6-28-2021; amd. Ord. 22-3075, 4-25-2022)

#### ~~10-7-2: 10-7-4: C2 - COMMUNITY SHOPPING DISTRICT:~~

~~A. Permitted Uses:~~

~~Art gallery and artists' studios:~~

~~Automobile service and repair to include gasoline sales and outdoor sales and display limited to the sales of tires, motor oil and other typical automobile service goods.~~

~~Bakeries.~~

~~Culinary schools.~~

~~Garden centers and florists, including outdoor sales where such outdoor sales areas are separated and screened from parking areas and public streets.~~

~~Laundry and dry cleaning facilities.~~

~~Offices.~~

~~Restaurants, except drive-in restaurants and restaurants with drive-through facilities.~~

~~Retail stores as listed under the C1 – village center commercial district.~~

~~Service uses as listed under the C1 – village center commercial district.~~

~~–B.– Conditional Uses:~~

~~All retail establishments, financial institutions and service uses that include drive-through facilities.~~

~~Animal hospitals, veterinarians' offices.~~

~~Car washes.~~

~~Churches, synagogues and other places of religious worship, including any related parsonage, convent or retreat house.~~

~~Daycare centers.~~

~~Drive-in restaurants and restaurants with drive-through facilities.~~

~~Hotels and motels.~~

~~Nursing homes and convalescent centers.~~

~~Planned developments.~~

~~Police and fire stations.~~

~~Vehicle sales, new and used, including automobiles, motorcycles and recreational vehicles.~~

~~Village government offices and buildings and telecommunication towers, antennas, and personal wireless services facilities, but prohibiting telecommunication towers greater than forty five feet (45') in height, except for monopoles owned by a state, federal or local government body that are used primarily for governmental or public safety communications, provided that the monopole has a maximum height of one hundred feet (100') and conforms to the regulations set forth in chapter 4, part V of this ordinance. (Ord. 92-1855, 12-14-1992; amd. Ord. 93-1885, 12-20-1993; Ord. 00-2113, 1-24-2000; Ord. 00-2114, 1-24-2000; Ord. 01-2167, 5-21-2001; Ord. 04-2294, 5-24-2004; Ord. 07-2432, 1-22-2007)~~

~~**A** ~~⊖~~. Minimum Lot Area: Twenty thousand (20,000) square feet.~~

~~B D~~: Minimum Lot Width: One hundred fifty feet (150').

~~C E~~: Minimum Yard Requirements:

1. Front yard: Fifty feet (50').
2. Corner side yard: Fifty feet (50').
3. Interior side yard: Fifteen feet (15').
4. Rear yard: Twenty five feet (25').

~~D F~~: Minimum Open Space: The minimum amount of open space (lot area not covered with buildings, paving or other impervious surface materials) shall not be less than twenty percent (20%) of lot area.

~~E G~~: Maximum Building Height: No building shall exceed thirty five feet (35') or two and one-half (2<sup>1</sup>/<sub>2</sub>) stories in height, whichever is less.

~~10-7-3: 10-7-5: O - LIMITED OFFICE DISTRICT:~~

~~A. Permitted Uses:~~

~~Multi-family dwelling units, located above the first floor:~~

~~Professional offices, including, but not limited to, offices for attorneys, physicians, dentists, architects, consulting engineers, insurance agents, and village government offices. (Ord. 92-1855, 12-14-1992)~~

~~B. Conditional Uses:~~

~~Churches, synagogues and other places of worship:~~

~~Financial institutions that may or may not include drive-through facilities:~~

~~Libraries:~~

~~Planned developments:~~

~~Public parks and playgrounds:~~

~~Schools, public and private including elementary, junior high and high schools but excluding colleges, universities and trade schools. (Ord. 04-2299, 6-28-2004)~~

~~A G~~: Minimum Lot Area: Six thousand two hundred (6,200) square feet.

~~B D~~: Minimum Lot Width: Fifty feet (50').

~~C E~~: Minimum Yard Requirements: Yard requirements shall be the same as those in the adjacent or nearest residential district, provided that in the front yard, no parking shall be allowed.

~~D F~~: Minimum Open Space: The minimum amount of open space (lot area not covered with buildings, paving or other impervious surface materials) shall not be less than forty percent (40%) of lot area.

~~E G~~: Maximum Building Height: Thirty five feet (35') or two and one-half (2<sup>1</sup>/<sub>2</sub>) stories, whichever is less.

~~F H~~: Maximum Building Coverage:

1. Corner lots: Thirty five percent (35%) of lot area.
2. Interior lots: Forty percent (40%) of lot area. (Ord. 92-1855, 12-14-1992)

**~~10-7-4:~~ 10-7-6: ORI - OFFICE RESEARCH AND LIMITED INDUSTRIAL DISTRICT:**

A. Permitted Uses: Permitted uses shall consist of office, research and light industrial uses operated within entirely enclosed buildings which do not produce nuisances in terms of noise, smoke, light, odor, vibration, fumes, dust or traffic and are compatible with adjacent public, residential or business uses; ~~including, but not limited to, the following: as listed in Table 7-1.~~

~~Accessory uses and buildings, incidental to and on the same zoning lot as the principal use:~~

~~Contractors' offices:~~

~~Light assembly:~~

~~Offices:~~

~~Public service buildings and uses:~~

~~Research and development:~~

~~Storage, within enclosed buildings including self-storage facilities. (Ord. 09-2530, 3-23-2009)~~

~~B. Conditional Uses:~~

~~Adult uses:~~

~~Laundry facilities:~~

~~Outdoor storage yards which are accessory to permitted uses conducted principally within enclosed buildings:~~

~~Retail sales of firearms and ammunition:~~

~~Theaters:~~

~~Village government offices and buildings and telecommunication towers, antennas, and personal wireless services facilities, but prohibiting telecommunication towers greater than forty five feet (45') in height, except for monopoles owned by a state, federal or local government body that are used primarily for governmental or public safety communications, provided that the monopole has a maximum height of one hundred feet (100') and conforms to the regulations set forth in chapter 4, part V of this ordinance. (Ord. 03-2266, 10-27-2003; amd. Ord. 07-2432, 1-22-2007)~~

~~B C:~~ Minimum Lot Area: Twenty thousand (20,000) square feet.

~~C D:~~ Minimum Lot Width: One hundred feet (100').

~~D E:~~ Minimum Yard Requirements:

1. Front yard: Fifteen feet (15').
2. Corner side yard: Fifteen feet (15').
3. Interior side yard: Six feet (6').

4. Rear yard: Twenty feet (20').

~~E.F.~~ Maximum Building Height: Thirty five feet (35') or two and one-half (2<sup>1</sup>/<sub>2</sub>) stories, whichever is less.

~~F.G.~~ Maximum Building Coverage: Sixty percent (60%) of lot area. (Ord. 03-2266, 10-27-2003)

**~~10-7-5: 10-7-7: 10-DT - DOWNTOWN TRANSITIONAL DISTRICT:~~**

~~—A.— Permitted Uses:~~

~~Accessory uses and buildings, incidental to and on the same zoning lot as the principal use.~~

~~Churches, synagogues and other places of religious worship, including any related parsonage, convent or retreat house.~~

~~Two-family dwellings. (Ord. 03-2266, 10-27-2003)~~

~~—B.— Conditional Uses:~~

~~Churches, synagogues and other places of worship including any related parsonage, convent or retreat house in cases where said building or structure does not meet the minimum requirements of chapter 4, "Development Standards Of General Applicability", of this ordinance, this chapter, and chapter 11, "Floodplain And Stormwater Management", of this ordinance or where a use does not qualify as an accessory use of said church, synagogue or other place of worship.~~

~~Daycare centers located in institutional buildings (e.g., churches, schools, etc.).~~

~~Libraries, publicly owned not for profit.~~

~~Municipal utility and service uses including fire stations, police stations, waterworks, reservoir, pumping stations and filtration plants.~~

~~Planned developments.~~

~~Private utilities including substations, transmission facilities and related facilities and telecommunication towers, antennas, and personal wireless services facilities, but prohibiting transmitting or receiving telecommunication towers greater than forty five feet (45') in height.~~

~~Privately owned parking lots, provided that the parking lot is exclusively used in conjunction with an adjacent building located in the G1 village center commercial district as a convenience for patrons, employees, tenants and owners of the building. As a condition of the issuance of the conditional use permit, the property owner shall file with the Cook County recorder of deeds a covenant against title to the commercial building and parking lot properties requiring that title to said properties always be held by the same owner. A copy of the recorded covenant shall be filed with the village. The private parking lot shall not be operated as a commuter parking lot.~~

~~Public parking lots owned and operated by the village of Western Springs.~~

~~Public parks and playgrounds.~~

~~Schools, public and private including elementary, junior high, and high schools, but excluding colleges, universities and trade schools.~~

~~Single-family attached dwellings, up to four (4) dwelling units per building. (Ord. 03-2266, 10-27-2003; amd. Ord. 07-2432, 1-22-2007)~~

~~**A G.**~~ Minimum Lot Area:

1. Two-family dwellings: Three thousand one hundred (3,100) square feet per dwelling unit.
2. Single-family attached dwellings: Three thousand one hundred (3,100) square feet per dwelling unit.

~~**B D.**~~ Minimum Lot Width: Fifty feet (50'), except that lots platted after the effective date hereof shall be not less than sixty feet (60') in width.

~~**C E.**~~ Minimum Yard Requirements:

1. Front yard: Thirty feet (30') provided that the front yard need not be any greater than the average setback of existing dwellings along the same block face.
2. Corner side yard: Fifteen feet (15').
3. Interior side yard: For all lots, including corner lots, and reversed corner lots platted prior to October 1, 1999, the corner side yard shall be ten feet (10') or ten percent (10%) of the lot width, whichever is less. For interior lots only, the other yard shall be not less than ten feet (10') in width.

For reversed corner lots, platted after October 1, 1999, the corner side yard shall be a minimum of fifteen feet (15') and not less than the average setback of existing dwellings along the same block face yet not be required to be greater than the required front yard setback of the district.

4. Rear yard: Thirty feet (30').

~~**D F.**~~ Maximum Building Height: Thirty five feet (35') or two and one-half (2<sup>1/2</sup>) stories, whichever is less. In no case shall building height exceed thirty eight feet (38') as measured from the sidewalk level, or its equivalent established grade, opposite the middle front of the building at the top of the highest gable.

~~**E G.**~~ Maximum Building Coverage: The surface coverage of all principal and enclosed buildings and structures shall not exceed thirty percent (30%) of the lot area. Notwithstanding the above, the maximum allowable building coverage shall be reduced by four hundred forty (440) square feet and said reduction shall be allocated for garage space, attached or detached, present or future.

~~**F H.**~~ Floor Area, Gross (For Determining Allowable Area In Two- Family Residential Districts): Except as hereinafter provided, the sum of the gross horizontal areas of all floors of all stories and partial stories of a building, or such area devoted to a specific use, measured from the exterior face of exterior walls or from the centerline of walls separating two (2) buildings or uses. The application of the gross floor area regulations shall be in conformance with appendix B that is an integral part of this ordinance. (Ord. 03-2266, 10-27-2003)

**10-7-6: 10-7-8: PERSONAL WIRELESS SERVICE FACILITY ON VILLAGE OWNED PROPERTY:**

Personal wireless service facilities (including telecommunication towers and antennas) located on property owned, leased or otherwise controlled by the village are permitted in any zoning district provided a license agreement or lease agreement authorizing such personal wireless service facilities has been approved by the village and the other applicable provisions of this ordinance are complied with, except that towers and related personal wireless service support facilities are not permitted in any village public right of way within two hundred

feet (200') of any habitable residential building or structure. The installation and maintenance of antennas, nontower personal wireless service facilities and related personal wireless service support facilities such as the installation of wi-fi equipment and related infrastructure on light poles or utility poles located on property owned, leased or otherwise controlled by the village is not subject to the two hundred foot (200') setback regulation. (Ord. 07-2432, 1-22-2007)

**~~10-7-7:~~ 10-7-9: MXD - MIXED USE COMMERCIAL-RESIDENTIAL DISTRICT:**

~~—A.— Permitted Uses:~~

~~Each of the permitted uses allowed in the C1 – village center commercial district:~~

~~—B.— Conditional Uses:~~

~~All retail establishments, financial institutions and service uses that include drive-through facilities:~~

~~Daycare centers:~~

~~Planned developments including commercial-residential mixed use developments:~~

~~Private utilities, including substations, transmission facilities and related facilities, and telecommunication towers, antennas and personal wireless services facilities, but prohibiting transmitting or receiving telecommunication towers greater than forty five feet (45') in height.~~

~~Privately owned parking lots, provided that the parking lot is exclusively used in conjunction with an adjacent building located in the MXD – mixed use commercial– residential district as a convenience for patrons, employees, tenants and owners of the building. As a condition of the issuance of the conditional use permit, the property owner shall file with the office of the Cook County recorder of deeds a covenant against title to the building and parking lot properties, which has been approved by the village attorney, requiring that title to said properties always be held by the same owner. A copy of the recorded covenant shall be filed with the village. The private parking lot shall not be operated as a commuter parking lot, unless the village's corporate authorities, by adoption of an ordinance, allow for the use as a commuter parking lot but not a detached multilevel enclosed parking garage.~~

A. C.—Eligible Properties: The properties that are eligible to be rezoned to this district are located at the southeast corner of the Burlington Avenue and Wolf Road intersection and are identified as property index numbers 18-05-305-011, 18-05-305-028 and 18-05-305-029 (formerly the Tischler's Grocery Store site and the Breen's Drycleaner Store site); property index numbers 18-05-305-009, 18-05-305-010 and 18-05-305-023 (the Benak Auto Repair Shop site); and property index numbers: 18-05-305-026 (the Commonwealth Edison site).

B. D. Minimum Lot Area: None.

C. E. Minimum Lot Width: None.

D. F. Minimum Yard Requirements:

1. Front yard: None.
2. Corner and reversed corner side yard: None.
3. Interior side yard: None.
4. Rear yard: None.

5. Side yard: None.

**E. G. Transitional Yard Requirements:**

1. Front yard: None.

2. Corner side yard: None.

3. Interior side yard: Equal to that of the abutting residential district, but not less than five feet (5'); except that no interior side yard is required if the abutting property is not used for a residential purpose. The setback requirement may be waived or reduced by the village's corporate authorities as part of the approval of a development application.

4. Side yard: Equal to that of the abutting residential district, but not less than five feet (5'); except that no side yard is required if the abutting property is not used for a residential purpose. The setback requirement may be waived or reduced by the village's corporate authorities as part of the approval of a development application.

5. Rear yard: Twenty percent (20%) of the lot depth or thirty feet (30'), whichever is less; except that no rear yard is required if the abutting property is not used for a residential purpose. The setback requirement may be waived or reduced by the village's corporate authorities as part of the approval of a development application.

**F. H. Minimum Required On Site Parking For Residential Dwelling Units:** One on site parking stall per dwelling unit shall be provided for all multi-unit residential developments and commercial-residential mixed use developments.

**G. I. On Site Parking For Commercial Spaces; Building Height Adjustment:** On site parking spaces are not required to serve the commercial spaces located in a commercial-residential mixed use development; however, if on site parking spaces are dedicated for use by customers of the commercial tenant spaces, then the maximum building height of the commercial- residential mixed use development can be increased as provided in subsection J3 of this section.

**H. J. Maximum Building Height:**

1. Permitted uses: Thirty five feet (35'), or two and one-half ( $2\frac{1}{2}$ ) stories, whichever is less.

2. Conditional uses: Forty five feet (45'), or three and one-half ( $3\frac{1}{2}$ ) stories, whichever is less.

3. Conditional use with on site parking for commercial spaces: Fifty feet (50') or four (4) stories, whichever is less. For each on site parking space that is dedicated for use by customers of the commercial spaces, the forty five foot (45') maximum building height under subsection J2 of this section can be increased by one-half foot (0.5') up to a maximum of five feet (5') of additional vertical building height.

**I. K. Minimum Setback For Fourth Floor:** At least fifty percent (50%) of each side of the building adjacent to a public right of way (e.g., alley, sidewalk or street) shall have its fourth floor exterior wall set back from the third floor exterior perimeter wall a distance of at least six feet (6.0').

**J. L. Maximum Building Coverage:** The amount of lot area covered by a principal building shall not exceed ninety percent (90%).

**K. M. Minimum Floor Area For Dwelling Units:** The minimum floor area for dwelling units is set forth below:

1. Studio units: Six hundred fifty (650) square feet.

2. One bedroom units: Eight hundred (800) square feet.
3. Two (2) bedroom units: One thousand (1,000) square feet.
4. Three (3) bedroom units: One thousand two hundred (1,200) square feet.

The minimum floor area requirement for any dwelling unit(s) may be reduced by no more than twenty percent (20%) by ordinance approved by the village's corporate authorities as part of the approval of commercial-residential mixed use development after a public hearing is conducted by the plan commission.

Major changes to a set of approved final plans for a commercial-residential mixed use development may be approved by ordinance by the village's corporate authorities at a public meeting after compliance with subsection [10-8-5D](#) of this ordinance. Minor changes to a set of approved final plans for a commercial-residential mixed use development may be approved by ordinance by the village's corporate authorities at a public meeting after compliance with subsection [10-8-5D](#) of this ordinance. The submittal requirements for any minor changes to an approved set of final plans shall be a revised set of final plans showing the proposed changes and a signed cover memorandum from the architect or applicant explaining the changes and such other relevant documents requested by the community development director and the corporate authorities of the village. Minor changes shall not result in or create nonconformities with this ordinance. Major changes and minor changes are defined in subsection [10-8-5B](#) of this ordinance.

**L. N.** Exemptions For Planned Developments: Any development that is approved as a planned development under this district shall be exempt from the following regulations contained in chapter 8, "Planned Developments", of this ordinance:

1. Subsection [10-8-3E](#): The minimum area of a planned development should be five (5) acres.
2. Subsection [10-8-3F](#): Yards along the periphery of a planned development should be compatible with the yards of the adjacent properties.
3. Subsection [10-8-4A3](#): Proposed use exceptions shall not represent more than forty percent (40%) of the site area or more than forty percent (40%) of the total floor area, whichever is less. However, in a residential planned development area no more than ten percent (10%) of the site area or a total floor area whichever is less, shall be devoted to commercial use, and provided that such commercial use is integral to the nature of the planned development.
4. Subsection [10-8-4B1b](#): In residential planned developments, the maximum number of dwelling units allowed shall not exceed by more than forty percent (40%) of the number of dwelling units permitted in the underlying zoning district.
5. Subsection [10-8-4B1c](#): The area of open space provided in a planned development shall be at least twenty five percent (25%) more than that required in the underlying zoning district.
6. Subsection [10-8-4B1d](#): Along the periphery of such planned developments, yards shall be provided as required by the regulations of the underlying zoning district.
7. Subsection [10-8-4B1e](#): Building height shall not exceed thirty five feet (35'), except that utilization of a building existing on the site which is taller than thirty five feet (35') shall be permitted.

8. Section [10-4-9](#), "Landscape Requirements": All developments in this district are exempt from the landscape requirements of this ordinance, subject to compliance with subsection O of this section.

**M. O.** Landscape Plan: As part of the application, the applicant shall provide a detailed landscape and streetscape plan for the development for village staff review and input, which shall be subject to approval by the village board after a recommendation is received from the plan commission.

**N. P.** Application Submittals, Approval Process, And Exceptions:

1. Application Submittals: The required submittals for a commercial-residential mixed use development shall be as set forth in subsection P4 of this section. The required submittals for any other conditional use or any other planned development shall be the same as set forth in subsection [10-3-14C](#), "Initiation Of Conditional Use Application", or section [10-8-8](#), "Submittal Requirements", of this ordinance, as applicable; however, the village board, at any time after the application is filed or as part of any preliminary or final approval, may approve the modification and/or reduction of the required application submission materials by passage of motion, resolution or ordinance for any proposed planned development or a commercial-residential mixed use development.

2. Review And Approval Process: The procedure for consideration of an application for a commercial-residential mixed use development, a conditional use or a planned development under this district shall be the same as set forth in subsections [10-3-14E](#), "Public Hearing", and [10-3-14F](#), "Plan Commission Action", and section [10-8-5](#), "Procedure", of this ordinance, except an applicant may request a "simultaneous approval process" that combines the preliminary plan and final plan approvals as set forth in subsections [10-8-5B](#) and C of this ordinance.

3. Exceptions: At the request of the applicant, the village board may grant exceptions from any of the applicable submittal requirements, standards or the applicable provisions of this ordinance as part of the consideration of the application and/or approval of application for commercial- residential mixed use development, a conditional use or a planned development.

4. Submittals; Commercial-Residential Mixed Use Development: The required submittals for a commercial-residential mixed use development shall be as follows:

- a. Narrative description of the project, developer/applicant background and experience, and description of how the plan complies with the design guidelines of the 2011 downtown redevelopment plan.
- b. Market study (prepared by applicant or others) including unit sizes, sales projections, marketing materials, impact fees, real estate tax and sales tax projections, and land dedications and other relevant data.
- c. Project pro forma (required only if financial incentives are requested).
- d. Plat of survey.
- e. Site plan (which shows the location and dimensions of all proposed buildings, structures, driveways, easements, landscaping and site data table for bulk regulations and parking).
- f. A topographic survey and location map.
- g. Floor plans for all levels of the building.
- h. Exterior/interior color perspective drawings.

- i. Building elevation drawings.
- j. Signage plan.
- k. Sample building materials (including exterior wall and window materials, shingles, etc.).
- l. Engineering plans.
- m. Stormwater drainage calculations, SWPPP and related plans.
- n. Landscape plan (including proposed location of fences, walls, landscape and other improvements).
- o. Lighting and photometric plan.
- p. Traffic study.
- q. School impact study.
- r. Plat of condominium conforming to the Illinois condominium property act [1](#) or plat of subdivision (in recordable form) (required at the time of request for a temporary or final occupancy permit).
- s. Declaration of easements, covenants and restrictions (approved as to form and content by the village attorney) and bylaws of proposed homeowners' association (required at the time of request for a temporary or final occupancy permit).
- t. Property maintenance plan (which covers the continued maintenance of the common areas, landscaped areas, driveways and exterior of the buildings, unless maintenance is covered in declaration) (approved as to form and content by the director of community development) (required at the time of request for a temporary or final occupancy permit).
- u. Statement of legal ownership of the property, the ownership interest of the applicant in the property, a listing of all restrictions, lis pendens and encumbrances of record (or a title commitment), the nature of ownership to the subsequent purchasers (fee simple title, condominium, etc.) and the legal description of the property.

The village board, in its discretion and based on a recommendation from the director of community development or the village engineer, may require that additional specific documents unique to a proposed conditional use/planned development be filed as part of the application process or may waive the requirement of the preparation and filing of one or more of the above documents.

5. Submittals For Building Permit: As a condition of approval of a building permit application (or conditional use permit), the applicant shall submit to the department of community development as part of the plan review and final approval by the department or the village board, as appropriate:

- a. The final versions of the documents required under subsection P4 of this section.
- b. Grading plan with executed grading and stormwater maintenance facility agreement (on the village approved form).
- c. Engineering plans.
- d. Soil borings and test results and environmental inspection reports to assess site preparation and construction management plan and protocols.

e. All applicable federal, state, county and local permits, licenses and approvals.

6. Improvement Standards: All improvements to real property within this district shall conform to the applicable regulations of the Western Springs municipal code, unless a waiver, variance or other development allowance is approved by ordinance by the village board.

7. Plats Of Subdivisions: Provided that no public improvements are required, any plat of subdivision or resubdivision or plat of condominium for real property in this district shall be classified as a minor subdivision, shall be processed under the minor subdivision regulations of subsection [10-10-3C](#) of this ordinance and the four (4) or fewer lot limitation for minor subdivisions shall not apply to a commercial-residential mixed use development. The village board may also grant exceptions from any of the applicable submittal requirements, standards or the applicable provisions of this ordinance as part of its approval of the plat. (Ord. 15-2786, 2-23-2015)

## CHAPTER 8: PLANNED DEVELOPMENTS

### 10-8-1: Purpose

Planned development regulations allows for **large-scale** development of innovative design by permitting some relaxation of the requirements of the underlying zone district regulations and of the subdivision regulations. A planned development is a conditional use that may be granted by the Village Board should it determine that the planned development is in the best interest of the Village and complies with all the standards established in this Chapter. The Plan Commission and Village Board may require any reasonable condition or design consideration that will promote proper development or benefit to the community. The planned development should provide amenities not otherwise required in this Ordinance and establish facilities and open space greater than the maximum required in this Ordinance. It is not intended that the Board automatically grant the maximum use exceptions or density premiums in the case of each planned development. The Plan Commission shall recommend and the Board grant only such premiums or latitudes that are consistent with sound land use planning, Village growth policy, accrue benefits to the Village and which preserve the basic high quality single- family character of the Village of Western Springs.

As a condition of approval, each planned development must be compatible with the character and objectives of the zoning district or districts within which it is located, and each planned development shall be consistent with the official planning policies of the Village of Western Springs.

As specified in this Ordinance, planned developments shall be considered conditional uses in those zoning districts in which they are allowed. Every planned development shall conform to the intent and the character of the zoning district in which it is located. A planned development is not a vehicle to achieve a zoning change.

[...]

### 10-8-3: GUIDELINES:

The following guidelines will be used by the Plan Commission and Village Board to evaluate the suitability of proposed planned developments. These guidelines represent sound planning principles which the Village thinks should be incorporated into planned developments. However, it is not intended that each and every one of these guidelines be rigidly conformed to, provided that just cause for any departure from these guidelines is demonstrated.

- A. The planned development should be compatible with the character of the underlying zoning district in which it is located.
- B. The planned development should be consistent with the official planning policies and the Official Land Use Plan of the Village.

C. The planned development should preserve the value of the surrounding residential area.

D. Any unusual physical, topographical or historical features of the site of the planned development which are of importance to the people of the area or the community should be preserved.

~~E. The minimum area of a planned development should be five (5) acres.~~

~~E. F.~~ Yards along the periphery of a planned development should be compatible with the yards of the adjacent properties.  
(Ord. 92-1855, 12-14-1992)

## APPENDIX B: GROSS FLOOR AREA SUPPORTING DOCUMENTS

A. Computation Of Gross Floor Area: The gross floor area provisions of this ordinance were formalized to encourage harmony within the village's housing stock in terms of the size and bulk of buildings as perceived from adjoining properties.

Floor Area, Gross (For Determining Allowable Area In One- And Two-Family Residential Districts): Except as hereinafter provided, the sum of the gross horizontal areas of all floors of all stories and partial stories of a building, or such area devoted to a specific use, measured from the exterior face of exterior walls or from the center line of walls separating two (2) buildings or uses.

B. Calculation Requirements: The following shall be included in gross floor area calculations:

1. All gross square footage of each above grade floor of the principal structure.
2. All gross square footage of attached or detached garages.
3. That portion of unfinished or finished garage or attics seven feet (7') or more in height. For purposes of this calculation garage ceiling heights are presumed to be eight feet six inches (8'6") high.
4. Other accessory structures including sheds and gazebos.
5. Basements if the bottom of the first floor joist is more than three feet six inches (3'6") above the existing grade adjoining the foundation areas.
6. Those portions of house attics (finished or unfinished) that are seven feet (7') in height or more, even if the space is interrupted with crossties or has a truss design. Attic space shall be counted from a point nine feet (9') above the second floor line.
- ~~7. Open wood decks if the floor level exceeds three feet six inches (3'6") above grade.~~
- ~~7.~~ 8. Balconies, chimneys, bay windows, etc.
- ~~8.~~ 9. Portions of a second floor that cantilever over open-walled first floor yards shall count as two (2) stories.
- ~~9.~~ 10. Any roof overhang, not including gutters, that projects three feet (3') or more into one or more of the yards.
- ~~10.~~ 11. All exterior area that is surrounded on eighty five percent (85%) or more of its perimeter by the wall of any structure.
- ~~11.~~ 12. Elevator shafts and stairwell at each floor.
- ~~12.~~ 13. Floor spaces and shafts, not including roof space, used for mechanical, electrical, and plumbing equipment.
- ~~13.~~ 14. Penthouses; interior balconies and mezzanines.
- ~~14.~~ 15. Atria and roofed porches.
- ~~15.~~ 16. Any first floor space that has a floor to ceiling height of more than fourteen feet (14'), each fourteen feet (14') in height, and any fraction thereof in excess of fourteen feet (14') in height or a multiple thereof, shall be treated as a separate floor.

C. Exclusions: Exclude the following:

1. Those parts of attics or other floor areas less than seven feet (7') in height.
2. Basements if the bottom of the floor joist above is less than three feet six inches (3'6") above the existing grade.
3. Open wood decks, ~~sun decks, or other decks if the floor level is less than three feet six inches (3'6") above grade.~~
4. An open courtyard facing a public street.
- ~~5. Sun or other decks with rails no higher than three feet six inches (3'6") on a first, second or third floor.~~

Draft



## AGENDA ITEM SUMMARY

### PLAN COMMISSION

Plan Commission: October 28, 2025

#### AGENDA ITEM D.1.

**To:** Plan Commission

**From:** Heather Valone, AICP, Director of Community Development, Kelsey Fawell, Senior planner

**CC:** Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Michael Jurusik, Jeff Koza, Village Engineer, Village Attorney, Anne Skrodzki, Village Attorney

**RE:** PC-2025-04 – Application for Text Amendments to the Development Control Ordinance

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#### **Summary**

The Community Development Department is proposing updates to revise portions of the Village's Development Control Ordinance ("DCO"). The DCO was adopted by the Village in 1993. Individual sections have been amended since the original adoption. The purpose of these proposed changes is to ensure that the regulations are consistent with current development practices and the Village Downtown Market Assessment. The proposed changes are categorized as follows: General Development, Residential, and Commercial and Mixed Uses. Attachment 1 contains the detailed mark-up of the DCO text for all proposed amendments.

#### **General Development**

Chapter 8 of the DCO includes provisions for applicants seeking a planned development. The purpose of a planned development is to allow for large-scale development of innovative design by permitting some relaxation of the requirements of the underlying zoning district and subdivision regulations. The guidelines require that the minimum area of a planned development be five acres in any zoning district (commercial, office, industrial, residential or etc.). However, based on the past planned development approvals going back to the 1990's, Timber Trails is the only development that met that five acre minimum. Table 1 includes information related to recent planned development approvals. Given the built-out status of the Village and the infill nature of the development that has recently occurred, this minimum is not aligned with the trend of development and parcel sizes. Staff is proposing to remove this language and modify the purpose statement to remove the reference to "large-scale development".

**Table 1**

<b>Development Description</b>	<b>Development Parcel Size (ac.)</b>	<b>Approval Year</b>
<b>Heritage Springs</b>	2.53	1995
<b>Timber Trails</b>	105.91*	2005
<b>17 Ogden Ave.</b>	0.32	2022
<b>Heritage Crossing</b>	2.76	2025

*\* Includes both single family and townhome acreage.*

### **Residential**

Village staff are proposing changes to the variation, non-conforming structures sections of the DCO to streamline minor variation requests and accessory structures. Variations are requests that seek relief from the DCO related to a hardship. Non-conforming structures are improvements that were built under a previous DCO regulation that has changed since the structure was originally built.

There are a number of small variation requests that are related to setbacks of detached garages, six foot front porches, building coverage, and gross floor area that have been requested in the recent past. Staff would be proposing that these minor variations requests related to these four categories could be approved by the Director of Community Development through an administrative adjustment process. An applicant would be required to submit an application, fee, notice to the neighbors within 150 ft. would be given and if there were no objections from the neighbors and the application met the standards, the Director of Community Development could approve them. Staff are only proposing that minor requests could be approved administratively. Larger requests would still be required to be reviewed and approved by the Board of Zoning Appeals or Village Board. Staff are proposing that the following minor variations could be granted through the administrative adjustment process detailed above:

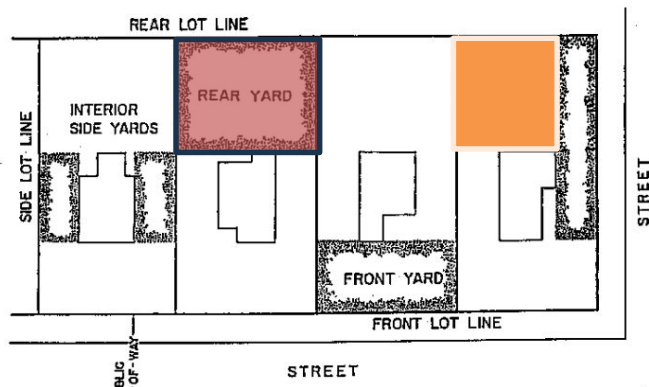
- Replacement garage setbacks less than the required five feet, but not less than one foot from the property lines;
- Six foot depth front porches;
- A 100 square foot adjustment to building coverage; and
- A 100 square foot adjustment to gross floor area.

Changes to the non-conforming structures are also proposed to be permitted as-of-right. The Village has a number of older homes constructed long before the current DCO that do not conform to setback requirements. Village staff are proposing that if a non-conforming residence wanted to add a second floor (vertical extension) and match the existing non-conforming setback that it would not be considered an expansion of the non-conformity. Similarly, staff are proposing that a horizontal extension of a non-conforming house wall (i.e. first floor addition that maintains the existing setback) could be extended to accommodate an addition without being considered an expansion of the non-conforming structure. Both changes would streamline the process for improvements.

Accessory structures include a wide range of structures from A/C units, to patios, to garages. There are portions of the existing accessory structures regulations that need clarification to more clearly communicate to residents and contractors what the existing requirements are. Attachment 1 contains a mark-up of the proposed changes. There is one substantive change proposed to the accessory structures Chapter related to corner lots. Staff are proposing that regulations related to rear yard coverage be reduced for corner and reverse corner lots. The proposed amendment would still require the property to comply with

maximum impervious coverage, but it would allow for structures to cover more of the rear yard than traditional interior lots. All corner lots have a reduced rear yard area because they are corner lots as shown in Figure 1.

REQUIRED YARDS -- ILLUSTRATED



**Figure 1** As depicted in the green square the corner side yard reduces the rear yard area for the corner lot as compared to the interior lot's rear yard as shown in the orange square.

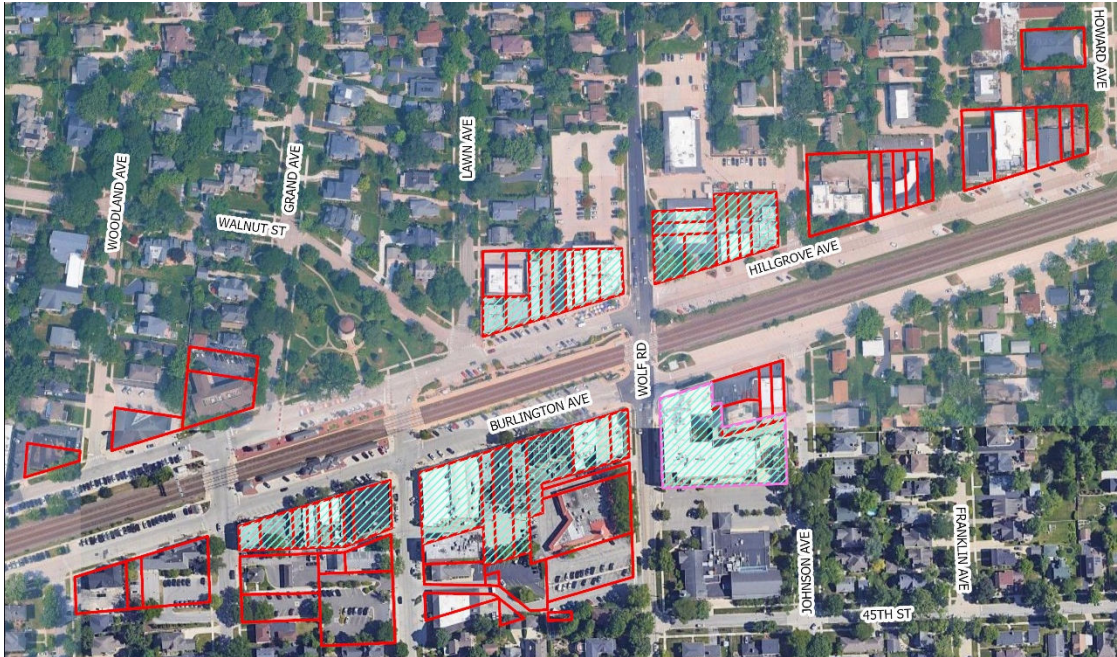
Draft language related to beekeeping is also included. Staff has received inquiries related to beekeeping. Chicken keeping is a permitted temporary use. Staff is proposing similar temporary use restrictions for beekeeping.

## Commercial

### C-1 Village Center Commercial District, C-2 Community Shopping Center , and MXD Mixed Use Commercial Residential District

As a result of the Village's updated Downtown Market Study approved in February, staff are seeking revisions to the permitted uses for the properties within the core downtown area. The core area being defined as the two blocks

of Burlington Avenue between Wolf Road and Grand Avenue and the two blocks of Hillgrove between Johnson Avenue and Lawn Avenue zoned C-1 and the property at the southeast corner of the intersection of Wolf Road and Burlington Avenue zoned MXD (Figure 2). The Village engaged Teska



**Figure 2** The red outlines indicate C-1 zoned parcels. The pink outline indicates the MXD zoned parcel. The teal hatch indicates the parcels that are proposed in the Downtown Pedestrian Overlay District.

Associates to review the existing DCO and the Market Assessment and recommend changes to the commercial districts. Attachment 2 contains the Village’s consultant’s recommendations related to the permitted and conditional uses. Changes to the C-2 Community Shopping District are proposed to clarify requirements and differentiate between the C-1 and C-2 Districts and modernize the uses classifications. Attachment 1 contains a draft use table that has been created to encourage a pedestrian oriented core downtown area and clarify use restrictions across all non-residential districts. In addition to updates to permitted and conditional uses, staff is proposing amendments related to mobile food vendors (e.g. commercial food truck) operations, considering local demand, zoning issues, public health standards, and the preferences of residents and businesses. The Village engaged Teska Associates to review the existing DCO and the neighboring communities and provide recommendations on mobile food vendors regulations. Attachment 3 contains their recommendations related to food trucks. These recommendations align with the recommendations included in the recent Market Assessment Update.

## Medical Cannabis

In 2014, the State of Illinois required that all non-Home Rule municipalities allow for medical cannabis retail establishments in their zoning regulations. The Village placed a pause on defining how medical cannabis would be allowed. Staff are proposing to create a medical cannabis overlay district that would have locational and other restrictions that if a medical cannabis only use would locate in Western Springs it would more easily blend with the existing commercial uses. The proposed location by staff is the commercial area located southwest of the intersection of Wolf Road and 55<sup>th</sup> Street (Figure 3).



**Figure 3** The teal hatched area indicates the proposed Medical Cannabis Overlay District.

With respect to recreational cannabis dispensary, the Village is allowed to opt-in or opt-out, unlike medical cannabis. Staff is proposing text amendments to clarify that recreational cannabis uses are not permitted in the Village.

### **Text Amendment Standards**

Subsection 10-3-12(F)(2) (Standards) of the DCO for approval of amendments to text amendments are as follows:

- a. The degree to which the proposed amendment has general applicability within the village at large and is not intended to benefit specific property.**

The text amendments have applicability within the Village at large and are not intended to benefit a specific property. The text amendments related to residential districts clarify and streamline the approval process for common accessory structures and variation requests.

The commercial district changes modernize the commercial uses permitted in the Village's C-1, C-2, and MXD Districts. The amendments also ensure compliance with State regulations related to medical cannabis. The change to the minimum acreage requirement for a planned development makes more properties eligible to apply for this specialized conditional use, as the remaining single properties within the Village exceeding five acres are limited.

**b. The consistency of the proposed amendment with the objectives of this ordinance and the intent of the applicable zoning district regulations.**

Section 10-1-2 (Purpose and Intent) of the DCO lists fifteen purposes intended to promote health, safety, and orderly and beneficial development within the Village. Protecting the character and stability of the residential, business, and industrial areas of the Village—a stated purpose—is achieved through several of the proposed amendments. The residential amendments propose to allow existing houses to be modernized while maintaining the character of their neighborhoods. The clarification of accessory uses and bulk regulations will also support the existing character of residential areas.

The changes to the C-1 and MXD Districts permitted and conditional uses will support the existing pedestrian-oriented character of the downtown and modernize uses to create more resilient commercial districts. The clarification of medical and recreational cannabis regulations will better communicate and regulate the location of these uses, consistent with the intent of the DCO. The update to the minimum planned development parcel size will prescribe more reasonable rules for the governance and subdivision of land, as intended by the DCO.

Section 10-5-2(A) lists the purpose statements of the residential zoning districts. The Village's residential districts range from A to R-5. Districts A through R-2 regulate single-family districts with progressively smaller lot sizes through R-2. The remaining residential districts apply to multi-unit residences. Generally, all purpose statements express an intent to provide stable residential environments. The proposed amendments related to single-family districts seek to clarify requirements and maintain the residential character of these districts.

Section 10-5-2(B) lists the purpose statements for the business districts. The C-1 District is intended to accommodate a range of compatible retail, financial, service, governmental, professional, and residential uses in a setting conducive to and safe for pedestrian activity. It states that the C-1 District is intended principally for retail uses. The amendments include amendments to the purpose statement for the MXD District to support the vibrancy of the downtown area. The proposed Downtown Pedestrian Overlay District is designed to strengthen the retail core of the downtown area while balancing service, financial, and other commercial uses.

**c. The degree, if any, to which the proposed amendment would create nonconformity.**

The proposed text amendments would not create nonconformities. The proposed text amendments related to residential uses seek to reduce nonconformities and clarify

regulations across the residential districts. The proposed commercial use amendments may have minimal impact on nonconformities within the C-1 and MXD Districts.

**d. The consistency of the proposed amendment with the comprehensive plan.**

The Comprehensive Land Use Plan Update (2003) (“the Plan”) identifies a number of opportunities related to both commercial and residential development. The residential goals of the Comprehensive Plan include enhancing and protecting the overall single-family residential character of the Village. The proposed administrative adjustment and nonconformity amendments will allow existing homes to be modernized while maintaining neighborhood character. The removal of the 30% rear lot restriction for corner lots is intended to maintain corner lots as a viable lot type, rather than being overly restrictive and requiring variations for improvements that interior lots can complete without them. The accessory structure amendments also seek to support residential uses.

The commercial goals of the Plan include maintaining a physically and economically vital downtown area. The proposed commercial text amendments for the C-1 and MXD Districts will increase the vitality of the downtown area by modernizing permitted uses and clarifying the purpose statement of the district. The existing use regulations do not reflect the current commercial market or enhance the area as a pedestrian corridor. The establishment of a defined core area within the downtown will allow for more vibrant and diverse pedestrian-oriented businesses to locate in the heart of the district and spur additional reinvestment.

**e. The degree, if any, to which the proposed amendment contradicts village policy as established in previous rulings on petitions involving similar circumstances.**

The proposed text amendments are intended to support current Village policy and previous rulings on similar petitions. The proposed administrative adjustments align with current variation trends for residential uses and buildings. The amendments also streamline the approval process for common requests that have been consistently approved in the past. The accessory structure amendments are consistent with recent approvals by the Board of Zoning Appeals within the last five years.

The proposed commercial amendments within the C-1 and MXD Districts comply with the Village’s adopted *Downtown Market Assessment* and *Downtown Redevelopment Plan* for the pedestrian-oriented downtown. The proposed planned development amendment related to minimum parcel size reflects recent approvals, as most of the Village’s planned developments did not meet the current minimum parcel size requirement, with the exception of one qualifying property.

**Public Comment**

Written public comment was submitted in support of the Village adopting regulations that allow beekeeping (Attachment 5).

## **Conclusion**

Staff are seeking the proposed text amendments to clarify a number of residential and commercial regulations. The amendments will also maintain neighbor character and reduce barriers to reinvestment in current residential lots. The proposed amendments seek to implement the recommendations of the Downtown Market Assessment.

The Plan Commission has a number of options in recommending approval or denial of the requested text amendments:

1. Approval as presented for substantial conformity with the provisions of the DCO.
2. Approval as above with modifications to the proposed language.
3. Denial of the plans as presented for failure to be in substantial conformity with the DCO.

Attachment 4 contains a draft recommendation to facilitate the discussion.

## **Attachments**

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1. Proposed DCO Mark-Up
2. Memorandum - Commercial Zoning Districts - Working Concepts prepared by Teska Associates, Inc dated May 22, 2025
3. Memorandum - Best Practices in Municipal Mobile Food Vendor Regulations prepared by Teska Associates, Inc dated May 23, 2025
4. Draft Recommendation -Plan Commission Recommendation 2025-04: Application for Text Amendments to the Development Control Ordinance
5. Public Comment

# Attachment 4.

## WESTERN SPRINGS PLAN COMMISSION REPORT AND RECOMMENDATION NO. 25-04

**PLAN COMMISSIONERS PRESENT:** DeProsperis, Hanson, Johann, Turner, Winegar, and Glimco.

**ABSENT:** Brumbaugh.

**OTHER:** None.

**DATE:** October 28, 2025

### FINDINGS AND RECOMMENDATIONS TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS

**RE: PC-2025-04: Application for Text Amendments to the Development Control Ordinance (“DCO”).**

**APPROVAL of a Text Amendment to Subsection 10-2-2 (Definitions and Rules of Word Usage; Definitions) to create definitions for various commercial uses. [During the October 28, 2025 Public Hearing, a Motion to Approve this amendment was made by Commissioner Turner and seconded by Commissioner Glimco and the Motion passed with six (6) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing].**

**APPROVAL of a Text Amendment to Subsection 10-3-11 (Administrative Bodies and Procedures; Variations) to create an administrative approval process for specific and minor variations. [During the October 28, 2025 Public Hearing, a Motion to Approve this amendment was made by Commissioner Turner and seconded by Commissioner Winegar and the Motion passed with six (6) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing].**

**APPROVAL of a Text Amendment to Subsection 10-3-11 (Administrative Bodies and Procedures; Variations) to create an administrative approval process for the extension of nonconforming exterior walls of detached single-family homes. [During the October 28, 2025 Public Hearing, a Motion to Approve this amendment was made by Commissioner Winegar and seconded by Commissioner DeProsperis and the Motion passed with six (6) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing].**

**APPROVAL of a Text Amendment to Chapter 10-4 (Development Standards of General Applicability) to make updates to Table 4-1 (Allowable Obstructions) to modify certain accessory structure requirements. [During the October 28, 2025 Public Hearing, a Motion to Approve this amendment was made by Commissioner Turner and seconded by Commissioner Hanson and the Motion passed with six (6) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing].**

**APPROVAL of a Text Amendment to Section 10-4-4 (Accessory Uses and Structures) to exclude detached garages from the maximum rear yard coverage requirement only for corner and reverse corner lots. [During the October 28, 2025 Public Hearing, a Motion to Approve this amendment was made by Commissioner Turner and seconded by Commissioner Johann and**

the Motion passed with six (6) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing].

**APPROVAL of a Text Amendment to Section 10-4-5 (Temporary Uses) to create regulations for residential beekeeping within single-family residential districts. [During the October 28, 2025 Public Hearing, a Motion to Approve this amendment was made by Commissioner DeProsperis and seconded by Commissioner Winegar and the Motion passed with six (6) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing].**

**APPROVAL of a Text Amendment to Section 10-4-5 (Temporary Uses) to create regulations for mobile food vending within the Village. [During the October 28, 2025 Public Hearing, a Motion to Approve this amendment was made by Commissioner Johann and seconded by Commissioner Hanson and the Motion passed with six (6) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing].**

**APPROVAL of a Text Amendment to Chapter 10-5 (Zoning Districts) to update the Business District purpose statements. [During the October 28, 2025 Public Hearing, a Motion to Approve this amendment was made by Commissioner Johann and seconded by Commissioner Hanson and the Motion passed with six (6) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing].**

**APPROVAL of a Text Amendment to Chapter 10-7 (Business District Regulations) to create a consolidated and detailed use table for permitted and conditional uses in Business Districts, and include use requirements for a new Downtown Pedestrian Overlay District and Restricted Business Overlay District. [During the October 28, 2025 Public Hearing, a Motion to Approve this amendment was made by Commissioner Johann and seconded by Commissioner Hanson and the Motion passed with six (6) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing].**

**APPROVAL of a Text Amendment to Section 10-7 (Business District Regulations) to include a Restricted Business Overlay District to conditionally allow medical cannabis dispensing with location, security, and distance requirements. [During the October 28, 2025 Public Hearing, a Motion to Approve this amendment was made by Commissioner Winegar and seconded by Commissioner Hanson and the Motion passed with six (6) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing].**

**APPROVAL of a Text Amendment to Chapter 10-8 (Planned Developments) to remove references to “large-scale” development and remove minimum area requirement for planned developments. [During the October 28, 2025 Public Hearing, a Motion to Approve this amendment was made by Commissioner Johann and seconded by Commissioner Hanson and the Motion passed with six (6) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing].**

**APPROVAL of a Text Amendment to Appendix B (Gross Floor Area Supporting Documents) to remove decks from required gross floor area calculations [During the October 28, 2025 Public Hearing, a Motion to Approve this amendment was made by Commissioner Turner and seconded by Commissioner Hanson and the Motion passed with six (6) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing].**

**Applicant: Western Springs Department of Community Development**

**I. BACKGROUND FACTS**

1. On September 28, 2025, the Village’s Department of Community Development (the “Applicant”) filed a General Information Application for Land Use and Development in the Village with supporting documents (the “Application”) for text amendments to the Development Control Ordinance Sections 10-2, 10-3, 10-4, 10-5, 10-7, 10-9 and Appendix B.

2. The Applicant submitted the Application and supporting documents to petition for the following amendments to the DCO: 1) Subsection 10-2-2 (Definitions and Rules of Word Usage; Definitions) to create definitions for various commercial uses; 2) Subsection 10-3-11 (Administrative Bodies and Procedures; Variations) to create an administrative approval process for specific and minor variations; 3) Section 10-4 (Development Standards of General Applicability) to make updates to Table 4-1 (Allowable Obstructions) and remove rear yard accessory structure coverage requirements from corner and reverse corner lots; 4) Section 10-4-5 (Temporary Uses) to include regulations for beekeeping and commercial food trucks; 5) Section 10-5 (Zoning Districts) for the inclusion of a Downtown Pedestrian Overlay District and business overlay district including for potential medical cannabis businesses as well as updated purpose statements; 6) Section 10-7 (Business District Regulations) to updates to commercial use standards and requirements for the proposed Downtown Pedestrian Overlay District and business districts; 7) Section 10-8 (Planned Developments) to remove references to “large-scale” development and remove minimum area requirement for planned developments; Appendix B (Gross Floor Area Supporting Documents) to remove decks from required gross floor area calculations; and other related minor amendments.

3. The Application consists of information supporting the requested text amendment and redlined code exhibit, copies of which are incorporated by reference into this Report and Recommendation as **Group Exhibit “A”** and made a part hereof.

4. Based on the regulations set forth in the Village’s DCO, the requested text amendments have to be considered by the Plan Commission at a public hearing and then the Village Board must approve the amendments.

5. Pursuant to notice published and posted as required by State law and the Western Springs Municipal Code, on **October 28, 2025**, the Plan Commission conducted a public hearing to consider the Zoning Relief requested in the Application (the “Public Hearing”).

6. At the Public Hearing, the Plan Commission considered and accepted into the public record written and oral testimony, including documents that were marked as exhibits for identification purposes, which were submitted and/or presented by the **Applicant and the Applicant’s representative (Western Springs Department of Community Development)**, Village Attorney Anne Skrodzki, the **Interested Parties (Tom Kelleher and Lisa DenBesten)**, the Community Development Director (Heather Valone), the Senior Planner (Kelsey Fawell), and the public. All of the written and oral testimony, exhibits and a transcript of the Public Hearing were incorporated in and made a part of this Recommendation. Each of the documents accepted into the record and identified by an exhibit number are identified below:

- A. The Application with its attachments (incorporated by reference as **Group Exhibit “A”**).
- B. The Public Hearing Notice, the Newspaper Publisher’s Certificate dated **October 2, 2025**, the Affidavit of Newspaper Publication dated **October 28, 2025** submitted by Heather Valone in accordance with State law (incorporated by reference as **Exhibit “B”**).

- C. Village Staff Memorandum dated **October 28, 2025**, and prepared by Community Development Director Heather Valone and Senior Planner Kelsey Fawell (“Village Staff Memo”) and (incorporated by reference as **Exhibit “C”**).
- D. The Village’s Official Land Use Plan adopted by Ordinance No. 03-2226 dated February 24, 2003, as amended by Ordinance No. 11-2643 dated August 22, 2011 (the “2011 Western Springs Downtown Redevelopment Plan” or “2011 Downtown Plan”) (incorporated by reference as **Group Exhibit “D”**).
- E. The Official Zoning Map of the Village (incorporated by reference as **Group Exhibit “D”**).
- F. The Western Springs Municipal Code, including the Development Control Ordinance (“DCO”) (incorporated by reference as **Group Exhibit “D”**).
- G. The transcript of the October 28, 2025, Public Hearing prepared by a court reporter Hailey M. Schoot (incorporated by reference as **Exhibit “E”** and retained on file with the Community Development Department).
- H. Additional documents submitted to the Plan Commission during the Public Hearing (each being incorporated by reference into this Recommendation and retained on file with the Community Development Department), consisting of:
  - Supplemental Application Materials (**Group Exhibit “F”**): **None**.
  - Village Supplemental Materials (**Group Exhibit “G”**): **None**.
  - Materials Submitted by Interested Parties (**Exhibit “H”**): **[Email Public Comment from Tom Kelleher [5 pages]**

7. Copies of all the Exhibits identified in this Recommendation are on file with the Village’s Department of Community Development and are incorporated by reference in this Recommendation.

8. The Village’s Code Officer, Community Development Director Heather Valone, and Senior Planner Kelsey Fawell have submitted the Village Staff Memo, which reviews the Application, the applicable provisions of the DCO and the requested text amendments, and concludes that the petition meets the applicable DCO provisions for purposes of conducting the Public Hearing and consideration of approval of the requested amendments. See, **Group Exhibit “C”**.

9. Subject to the amendments requested, the Application and other submittals by the Applicant conform to the applicable requirements of the Western Springs Municipal Code, including Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), Subsection 12 (Amendments).

## **II. FINDINGS OF FACT**

Based upon the information contained in the Application, all the documents received into the record and the testimony heard during the Public Hearings, the Plan Commission makes the following findings of fact relative to its recommendation to the Village Board regarding the text amendments requested in the Application:

- A. Text Amendments** Based upon the Petition and the testimony and evidence presented at the Public Hearing, the Plan Commission has considered each of the five standards set forth in Title 10 (Development Control Ordinance); Chapter 3 (Administrative Bodies and Procedures); Subsection 10-3-12 (Amendments) of the Village Code and made the findings as follows:

## Standards for Approval of Text Amendments

The Findings of Fact relative to Subsection 10-3-12(F)(2) (Standards) of the DCO for approval of amendments to text amendments are as follows:

- a. **The degree to which the proposed amendment has general applicability within the village at large and is not intended to benefit specific property.**

The text amendments have applicability within the Village at large and are not intended to benefit a specific property. The text amendments related to residential districts clarify and streamline the approval process for common accessory structures and variation requests. The commercial district changes modernize the commercial uses permitted in the Village's C-1, C-2, and MXD Districts. The amendments also ensure compliance with State regulations related to medical cannabis. The change to the minimum acreage requirement for a planned development makes more properties eligible to apply for this specialized conditional use, as the remaining single properties within the Village exceeding five acres are limited.

- b. **The consistency of the proposed amendment with the objectives of this ordinance and the intent of the applicable zoning district regulations.**

Section 10-1-2 (Purpose and Intent) of the DCO lists fifteen purposes intended to promote health, safety, and orderly and beneficial development within the Village. Protecting the character and stability of the residential, business, and industrial areas of the Village—a stated purpose—is achieved through several of the proposed amendments. The residential amendments propose to allow existing houses to be modernized while maintaining the character of their neighborhoods. The clarification of accessory uses and bulk regulations will also support the existing character of residential areas.

The changes to the C-1 and MXD Districts permitted and conditional uses will support the existing pedestrian-oriented character of the downtown and modernize uses to create more resilient commercial districts. The clarification of medical and recreational cannabis regulations will better communicate and regulate the location of these uses, consistent with the intent of the DCO. The update to the minimum planned development parcel size will prescribe more reasonable rules for the governance and subdivision of land, as intended by the DCO.

Section 10-5-2(A) lists the purpose statements of the residential zoning districts. The Village's residential districts range from A to R-5. Districts A through R-2 regulate single-family districts with progressively smaller lot sizes through R-2. The remaining residential districts apply to multi-unit residences. Generally, all purpose statements express an intent to provide stable residential environments. The proposed amendments related to single-family districts seek to clarify requirements and maintain the residential character of these districts.

Section 10-5-2(B) lists the purpose statements for the business districts. The C-1 Village Center Commercial District is intended to accommodate a range of compatible retail, financial, service, governmental, professional, and residential uses in a setting conducive to and safe for pedestrian activity. It states that the C-1 District is intended principally for retail uses. The amendments include amendments to the purpose statement for the MXD

District to support the vibrancy of the downtown area. The proposed Downtown Pedestrian Overlay District is designed to strengthen the retail core of the downtown area while balancing service, financial, and other commercial uses.

The Plan Commission finds that the proposed text amendments **are** consistent with the objectives of this ordinance and the intent of the applicable zoning districts.

**c. The degree, if any, to which the proposed amendment would create nonconformity.**

The Plan Commission finds that the proposed text amendments **would not** create nonconformities. The proposed text amendments related to residential uses seek to reduce nonconformities and clarify regulations across the residential districts. The proposed commercial use amendments may have minimal impact on nonconformities within the C-1 and MXD Districts.

**d. The consistency of the proposed amendment with the comprehensive plan.**

The Comprehensive Land Use Plan Update (2003) (“the Plan”) identifies a number of opportunities related to both commercial and residential development. The residential goals of the Comprehensive Plan include enhancing and protecting the overall single-family residential character of the Village. The proposed administrative adjustment and nonconformity amendments will allow existing homes to be modernized while maintaining neighborhood character. The removal of the 30% rear lot restriction for corner lots is intended to maintain corner lots as a viable lot type, rather than being overly restrictive and requiring variations for improvements that interior lots can complete without them. The accessory structure amendments also seek to support residential uses.

The commercial goals of the Plan include maintaining a physically and economically vital downtown area. The proposed commercial text amendments for the C-1 and MXD Districts **will** increase the vitality of the downtown area by modernizing permitted uses and clarifying the purpose statement of the district. The existing use regulations do not reflect the current commercial market or enhance the area as a pedestrian corridor. The establishment of a defined core area within the downtown will allow for more vibrant and diverse pedestrian-oriented businesses to locate in the heart of the district and spur additional reinvestment.

The Plan Commission finds that the proposed text amendments **are** consistent with the Comprehensive Plan.

**e. The degree, if any, to which the proposed amendment contradicts village policy as established in previous rulings on petitions involving similar circumstances.**

The proposed text amendments are intended to support current Village policy and previous rulings on similar petitions. The proposed administrative adjustments align with current variation trends for residential uses and buildings. The amendments also streamline the approval process for common requests that have been consistently approved in the past. The accessory structure amendments are consistent with recent approvals by the Board of Zoning Appeals within the last five years.

The proposed commercial amendments within the C-1 and MXD Districts comply with the Village's adopted *Downtown Market Assessment* and *Downtown Redevelopment Plan* for the pedestrian-oriented downtown. The proposed planned development amendment related to minimum parcel size reflects recent approvals, as most of the Village's planned developments did not meet the current minimum parcel size requirement, with the exception of one qualifying property.

The Plan Commission finds that the proposed amendments **will not** contradict Village policy or previous rulings on petitions involving similar circumstances.

**III. OTHER REQUESTED RELIEF:** None.

**IV. RECOMMENDATIONS**

Subject to Section V (Conditions) set forth below, the Plan Commission recommends **APPROVAL** of the Application and the Requested Text Amendments with modifications as follows:

Approval of Text Amendments to the DCO in accordance with Exhibit A.

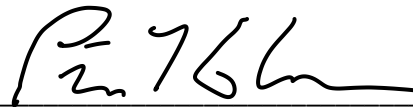
**V. CONDITIONS**

The recommendation of **APPROVAL** of the Applicant's request for the text amendments to the DCO conditioned upon and subject to; **NONE**.

**Motion to APPROVE this Western Springs Plan Commission Recommendation PC-2025-04: Application for Text Amendments to the Development Control Ordinance ("DCO") and modifications of the amendments which were agreed to by the Commissioners during the October 28, 2025 Public Hearing, made by Commissioner Winegar; seconded by Commissioner DeProsperis (Votes in Favor of Motion: DeProsperis, Hanson, Johann, Turner, Winegar, and Glimco; Votes Not in Favor of Motion: None; and Absent from Meeting / Voting: Brumbaugh)**

**APPROVED** by a vote of the Members of the Plan Commission on this 28 day of October, 2025.

Village of Western Springs Plan Commission

By:   
Peter Glimco, Chair

**Exhibit List**

**From Public Hearing for Approval of Text Amendments to the Development Control Ordinance**

**Group Exhibit "A"**

(attached)

**Exhibit "B"**

Newspaper Publisher's Certificate dated **October 2, 2025**, the Affidavit of Newspaper Publication dated **October 28, 2025** submitted by **Heather Valone**  
(attached)

**Exhibit "C"**

Village Staff Memorandum dated **October 28, 2025**, and prepared by Community Development Director Heather Valone and Senior Planner Kelsey Fawell ("Village Staff Memo")  
(attached)

**Group Exhibit "D"**

The Village's Official Land Use Plan and Official Village Zoning Map  
(on file with the Community Development Department)

**Exhibit "E"**

The transcript of the October 28, 2025 Public Hearing prepared by a court reporter (Hailey M. Schoot)  
(attached)

**Group Exhibit "F":**

Supplemental Application Materials

**Group Exhibit "G"**

Village Supplemental Materials

**Group Exhibit "H"**

Materials Submitted by Interested Parties  
(attached)

# Attachment 3.



## **AGENDA ITEM SUMMARY** **PLANNING AND ZONING COMMITTEE**

Planning and Zoning Committee: November 18, 2025

### **AGENDA ITEM D.2.**

**To:** Planning and Zoning Committee

**From:** Heather Valone, AICP, Director of Community Development , Kelsey Fawell, Senior Planner

**CC:** Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jeff Koza, Director of Engineering Services, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney

**RE:** PC 2025-04 – Village of Western Springs Community Development Department – Text Amendments

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### **Recommendation**

Consider a recommendation to approve text amendments to the Village’s Development Control Ordinance.

### **Summary**

The Community Development Department is proposing updates to revise portions of the Village's Development Control Ordinance ("DCO"). The DCO was adopted by the Village in 1993. Individual sections have been amended since its original adoption. The purpose of these proposed changes is to ensure that the regulations are consistent with current development practices and the Village Downtown Market Assessment. The proposed changes are categorized as follows: General Development, Residential, and Commercial. Attachment 1 contains the detailed mark-up of the DCO text for all proposed amendments. A summarized list of amendments is as follows:

#### **General Development (Chapter 8)**

- Removal of references to “large-scale” development and minimum 5-acre area requirement for planned developments.

#### **Residential**

- Creation of an administrative adjustment policy for specific minor variations that could be approved by the Director of Community Development. Applications would be required to notify nearby properties to allow for public comment. The minor variations proposed are as follows:
  - Replacement garage setbacks less than the required five feet, but not less than one foot from the property lines;

- Six foot depth front porches;
- A 100 square foot adjustment to building coverage;
- A 100 square foot adjustment to gross floor area; and
- In-line vertical/horizontal extension of an existing exterior wall, provided 1) the existing exterior wall does not encroach more than 10% into the required yard and 2) the extension may not encroach further into the required yard than the existing exterior wall.

- Exclusion of detached garages from maximum rear yard coverage on corner and reverse corner lots.
- Creation of requirements for single-family residential beekeeping requirements.
- Clarification of accessory use / structure regulations.
- Update to the gross floor area regulation.

### Commercial

- Updates to commercial and mixed use district purpose statements.
- Updates to definitions related to commercial uses.
- Consolidation and creation of a permitted/conditional use table.
- Creation of requirements for mobile food vendors (e.g. commercial food truck)
- Creation of Downtown Pedestrian Overlay District:
  - As a result of the Village’s updated Downtown Market Study approved in February, staff are seeking revisions to the permitted uses for the properties within the core downtown area (the two blocks of Burlington Avenue between Wolf Road and Grand Avenue and the two blocks of Hillgrove between Johnson Avenue and Lawn Avenue zoned C-1 and the property at the southeast corner of the intersection of Wolf Road and Burlington Avenue zoned MXD) (Figure 1).



**Figure 1** The red outlines indicate C-1 zoned parcels. The pink outline indicates the MXD zoned parcel. The teal hatch indicates the parcels that are proposed in the Downtown Pedestrian Overlay District.

### **Medical Cannabis**

In 2014, the State of Illinois required that all non-Home Rule municipalities allow for medical cannabis retail establishments in their zoning regulations. The Village placed a pause on defining how medical cannabis would be allowed. Village staff is proposing that medical cannabis would be a conditional use, only permitted after the operator completed the process for and obtained a conditional use permit. Additionally, staff is proposing standards related to spacing from sensitive uses along with other certain restrictions to capture any externalities of the use. With respect to recreational cannabis dispensary, the Village is allowed to opt-in or opt-out, unlike medical cannabis. Village staff is proposing text amendments to clarify that recreational cannabis uses are not permitted in the Village.

The item summary report prepared by Village staff for the October 28, 2025 Plan Commission meeting is provided as Attachment 2. The Plan Commission reviewed the proposed text amendments and conducted a public hearing on October 28, 2025. At the public hearing, two members of the public were in attendance. One member of the public provided comments in support of residential beekeeping and the other member of the public attended with feedback on various amendments. The Plan Commission discussed the Application and the text amendments proposed by Village staff. The Plan Commission recommended approval of the Application with the minor modifications related to the draft language. The Plan Commission's recommendation with the minor modifications is included in Attachment 3. The recommendation was drafted based on the October 28, 2025, Plan Commission meeting. The recommendation is currently a draft pending the Chair's signature. Staff will bring a draft ordinance to the Committee meeting.

Village staff revised the text amendments based on the Plan Commission's recommendation. The revised text amendments (redlines) are included in Attachment 1. Village Staff and the Village Attorney will be present to discuss the proposed text amendments and the Plan Commission meeting.

### **Attachments**

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1. Revised DCO Redlines
2. Item Summary Report – Plan Commission Item Summary Report dated 10/28/2025 (attachments omitted but available on [Village website \[LINK\]](#))
3. Draft Recommendation – Plan Commission Recommendation PC-2025-04: Application for Text Amendments to the Development Control Ordinance (attachments omitted but available on [Village website \[LINK\]](#))

### **Financial Impact**

None.

### **Recommended Motion**

I move to recommend to the Village Board the approval of the requested DCO text amendments.

### **Strategic Plan Alignment**

Community Planning and Economic Development.

### **File Attachments**

1. Revised DCO Redlines
2. Item Summary Report
3. Draft Recommendation



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

#### **AGENDA ITEM 8.B.**

**To:** Board of Trustees

**From:** Kelsey Fawell, Senior Planner, Heather Valone, AICP, Director of Community Development

**CC:** Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Deputy Village Clerk, Anne Skrodzki, Village Attorney

**RE:** (Discussion only) Professional Services Agreement with Teska Associates, Inc. for the update of the Village Comprehensive Plan

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#### **Recommendation**

The Planning and Zoning Committee reviewed this item at their meeting on January 7, 2026 and recommended the approval of the Professional Services Agreement with Teska Associates, Inc for the update of the Village Comprehensive Plan.

#### **Summary**

A comprehensive plan is a community's long-term vision, guiding future growth and development. It serves as a policy guide and advisory land use planning tool, outlining community conditions, identifying goals and objectives, and providing guidance for implementation.

The Village's current Comprehensive Plan (Comprehensive Land Use Plan Update) was adopted on February 24, 2003. For the past five years, it has been a strategic goal to develop an updated comprehensive community development plan in order to better serve current and future community needs and goals. Under the agreement, the selected firm will oversee public and stakeholder engagement, assessment of existing community conditions, perform market studies, transportation analyses, economic development strategies, a draft and final plan, and additional plan documents. The plan will provide analysis on the following key tasks: analysis of redevelopment potential of institutional and open space, commercial corridors or areas, subareas, residential neighborhoods, environmental sustainability, and more.

On October 3, 2025, the Village posted a request for proposals ('RFP') from consultants to prepare a comprehensive plan update, with a response deadline of November 3, 2025. Submissions were received from several qualified firms, four of which were interviewed. After deliberation, Teska was selected in accordance with the evaluation criteria set forth in the RFP.

The anticipated project timeline is 12 to 14 months, beginning with kick-off meetings and an existing community conditions report. Teska will guide public engagement throughout the

project, from workshop meetings and online interactive resources to stakeholder outreach and distribution of materials. Teska will document progress of the comprehensive plan update as well as oversee a project website. A draft and final plan will be presented to the Plan Commission and Village Board for final approval. Section 13-3-6 of the Development Control Ordinance ('DCO') tasks the Plan Commission with preparing, recommending, and updating the comprehensive plan, as well as advising the Village Board on its implementation and completion of projects identified in the plan. The draft resolution for the execution of the professional services agreement with Teska will be brought to the January 12, 2025 Village Board meeting for review and discussion. Attachment 1 contains Teska's response to the RFP.

**Attachment**

- 
1. RFP Response - Village of Western Springs Comprehensive Plan Proposal prepared by Teska Associates, Inc. dated 11/3/2025

**Financial Impact**

The proposal estimate is \$100,000. Funds have been budgeted for fiscal year 2026. Teska will comply with the fiscal year 2026 budgeted amount.

**Recommended Motion**

I move to approve the Professional Services Agreement with Teska for the update of the Village Comprehensive Plan.

**Strategic Plan Alignment**

Community Planning and Economic Development.

**File Attachments**

1. RFP Response

# Village of Western Springs

## COMPREHENSIVE PLAN PROPOSAL



BUILDING COMMUNITY, CREATING PLACE

November 3, 2025

Village of Western Springs  
**Kelsey Fawell**  
Senior Planner  
740 Hillgrove Avenue  
Western Springs, IL 60558

Dear Ms. Fawell,

**Teska Associates**, in collaboration with **Baxter & Woodman**, is pleased to submit this proposal to prepare the **Village of Western Springs' Comprehensive Plan Update**. Our team knows that Western Springs is exceptional in its community character and residents' connection to the Village. These factors will make updating the comprehensive plan an important, challenging, and fun effort to preserve and enhance the Village in years to come.

To support the project, our team brings an understanding of planning, urban design, development, local government, infrastructure, and transportation honed over decades of serving municipal clients. We also bring an understanding of Western Springs developed over many years and multiple projects with the community.

As with every assignment we take on, we will build on our experience to match the latest best practices with Western Springs' specific needs. When working with established clients, we are always looking forward to best serve the community's vision for the future and never proceeding based on preconceived notions. This approach is keyed by a custom designed, and wide-reaching public engagement process to ensure that the plan is consensus-based and reflective of a cross-section of stakeholders. Our commitment to public input engagement ensures the plan is current, community oriented, and able to provide confidence to decision makers that recommended actions reflect local needs.

We would very much welcome the opportunity to bring this combination of professional expertise, familiarity with Western Springs, and application of effective public engagement to working with the Village in defining a path for continued success. To that end, this proposal shares how our team can address the needs and expectations conveyed in the Village's RFP. Thank you for the opportunity to submit our credentials and approach to serving the community.

Sincerely,

**Michael Blue, FAICP**  
Vice President of Planning  
Teska Associates, Inc.  
MBlue@TeskaAssociates.com  
(847) 563-9722

**Andrew Dunham, AICP**  
Associate Planner  
Teska Associates, Inc.  
ADunham@TeskaAssociates.com  
(847) 881-8700



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01

# executive summary

# Executive Summary

Bringing a deep understanding of Western Springs, fresh and innovative ideas and approaches, and a proven track record of implementable, community-driven plans, Team Teska is uniquely qualified to update the Western Springs Comprehensive Plan.

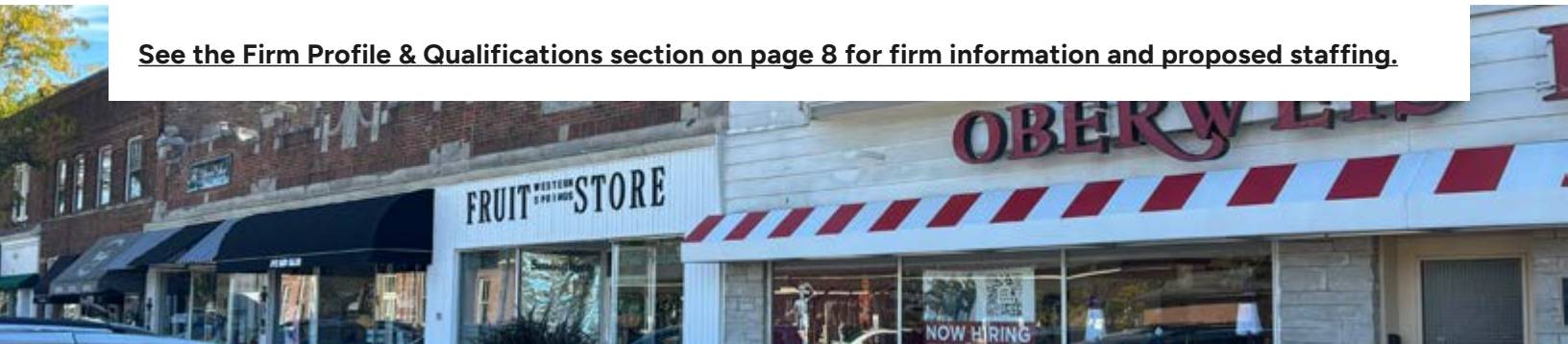
Teska has truly enjoyed working alongside the Village of Western Springs over the past 15 years. Our work has been centered around the thriving downtown, crafting the 2011 Downtown Redevelopment Plan, assisting with creation of TIF districts, review of specific development proposals, and assisting with signage and streetscape efforts. One of our fondest memories was holding a pop-up space next to Kirschbaum's bakery while working on the downtown plan. The love and compassion residents have for the community and their desire to maintain Western Spring's small town feel and quality of life came through loud and clear. They were at once supportive of ideas they liked, and not afraid to politely express concerns with elements that they did not feel were appropriate. That's exactly the type of input that was needed, and the type of input our team is confident we can secure in this new comprehensive planning effort.

## Firm Profile & Qualifications

Over its 50-year history, **Teska** has always adapted to new, creative and community focused means of community building and place making. Our public engagement and technical analysis identify a community's vision so that plan recommendations can support it through a framework of achievable goals, strategies, and policies. With a broad range of experienced professionals in planning, urban design, and economic development, Teska understands the realities of development, community, and local government and works within those frameworks to achieve implementation-ready plans.

As part of Team Teska, **Baxter & Woodman** shares the focus of blending the innovative with the practical. From multimodal planning and engineering to smart city infrastructure, Baxter & Woodman will support Teska in evaluating the feasibility of the community's transportation and sustainability vision and providing a playbook for securing funding to put the plan in motion.

**See the Firm Profile & Qualifications section on page 8 for firm information and proposed staffing.**



## Experience

Team Teska’s depth and breadth of work in Chicagoland and beyond affords our team a well founded understanding of the challenges and opportunities faced by communities in the region. This experience has been applied directly in various projects in collaboration with the Village of Western Springs, such as the **2014 Downtown Plan, TIF District, 2025 Downtown Market Assessment**, and various infrastructure projects. This experience will allow our team to hit the ground running, and begin building toward solid action plans in an efficient and cost-effective manner.

Teska has completed numerous comprehensive plans for peer communities, such as La Grange, Glencoe, Wilmette, and other historic railroad-based communities, with each process centering on public engagement and providing a unique, tailored action plan suited to each community’s needs.

Further, Teska understands that although Western Springs has similarities to other communities across the region, it shines with a distinct identity and that its residents do not want to simply “copy” what its neighbors are doing. Rather, Western Springs residents seek opportunities to enhance the community without losing the essential traits that make it attractive and special.

**See the Experience section on page 22 for project examples and references.**



## Approach

Teska proposes a twelve-month process to complete the Village of Western Springs Comprehensive Plan Update. In that timeframe the consultant team to apply a tailored process focused on broad-ranging engagement and technical analysis to establish effective land use, urban design, infrastructure, and economic development strategies. Through ongoing project management with Village staff, Team Teska will bring about delivery of a high-quality product on time and within budget.

This proposed scope of services will contain four primary phases:

- **Phase One: Kick-off and Existing Conditions.** A strong foundation of public input, data, and community understanding is a prerequisite for the development of a plan truly tailored to Western Springs. To accomplish this, the Phase will **outline a public engagement program for the plan**, and result in an **existing conditions report** (with Village-wide market assessment) to clearly convey local context for the Village's planning effort.
- **Phase Two: Public Engagement & Visioning.** Though public engagement is the second phase of the proposed scope, opportunities for in-person and virtual engagement are built into every step of the planning process and provide residents with opportunities to checkpoint and opine throughout. Tools to be applied include in creating a vision for the Village include **a branded project website with comment map, a pop-up event** to build buzz around the plan, **two open houses** (one for defining the vision and one to review draft recommendations), **a community workshop** focused on key commercial areas, and **stakeholder interviews**.
- **Phase Three: Draft Plan.** Draft recommendations will be prepared for key planning topics. Each of these will be refined through workshops with Village staff, the Steering Committee and the community. Key topic areas include:
  - Land Use & Subareas
  - Economic Development & Housing
  - Community Character
  - Multi-modal Transportation
  - Sustainability
- **Phase Four: Final Plan & Adoption.** Following feedback and refinement of draft recommendations, a draft final plan document will be created. This final document will be presented for public hearing and Village Board adoption.

**See page 32 for proposed project approach, scope, and schedule.**

02

# firm profile & qualifications

# Team Overview

Our team brings together diligent, experienced planning practitioners with a proven track record of completing creative, community-minded, and implementable plans. Details about our team, each firm's role on this project, and relevant experiences follow.



Project Management • Economic Development • Engagement • Community Character • Land Use Planning

**Teska Associates, Inc.** is a full-service planning and urban design practice that delivers innovative solutions backed by 50 years of expertise. Teska will be the lead consultant on this project, serving as project manager, leading land use strategy and market analysis as well as creating and executing an inclusive public engagement strategy. Teska will utilize its past experience in Western Springs to provide a holistic, data-driven plan that's tailored to Village needs.



Multi-Modal Transportation Strategy

**Baxter & Woodman** is a forward-thinking infrastructure planning, design, and construction firm that recently completed the Village of Western Springs' Comprehensive Capital Improvement Plan. With a deep knowledge of the community and region, Baxter & Woodman's expertise involves the development of innovative, yet implementable infrastructure plans and projects. Baxter & Woodman will continue identifying funding sources for the Village's transportation improvements including STP, ITEP, TAP, CMAQ, and DCEO, some of which we are already utilizing for the Village's transportation projects.

*Full firm profiles are included on the following pages >>*



## Big ideas matter. So do the small details and smart moves that bring projects, places & communities to life.

For 50 years, Teska has been a trusted advisor - partnering with public and private sector clients to tackle complex challenges, spark meaningful change, and shape resilient places that bring people together. From planning and community engagement to site design and economic development, Teska's multidisciplinary team brings big ideas, sharp detail, and passion. Together we connect the dots, helping our clients and partners move from "what if" to "what's next."

### BUILDING RELATIONSHIPS

We invest in long-term client-consultant relationships, built on listening intently to client needs, maintaining clear and frequent communication, providing timely and responsive service, and exceeding expectations.

### CREATING LIVABLE COMMUNITIES

Our team is passionate about creating livable, sustainable communities; places with strong and resilient economies, walkable and safe streets for all users, and vibrant venues for people to gather and interact with neighbors.

### GOING THE EXTRA MILE

We know that our success is based on the quality of our service. At Teska, quality service is based on responsiveness, anticipation of needs, maintaining flexibility, and innovative and efficient problem solving.

### HONEST ANSWERS TO TOUGH QUESTIONS

Teska provides solutions that are creative and realistic. We sometimes have to tell a client that, in our opinion, an idea won't work - but that is quickly followed by solutions that can work and consensus building to gain support.

# Baxter & Woodman, Inc.

Founded in 1946, Baxter & Woodman, Inc. provides consulting engineering and technology services to municipalities, state agencies, county governments, and sanitary districts throughout Florida, Illinois, Wisconsin, and Texas. Dedicated to promoting a sustainable future, our staff of more than 440 talented engineers, surveyors, technicians, and support personnel incorporates innovative techniques along with tried and true processes.

We are  
Infrastructure planning,  
design, and construction.

Water/Wastewater, Roads/Highways, Water  
Resources/Stormwater, Technology

Baxter & Woodman provides planning, design, construction and technology services for water, wastewater, stormwater and transportation facilities for municipalities, counties and state agencies and more. Environmental, geographic information systems (GIS), water and wastewater operations, and advanced technology needs complement the firm's civil engineering expertise. The company has several subsidiaries including ones focused on Natural Resources, Municipal Technology, and Design-Build project delivery.

## Services Provided In-House

Baxter & Woodman has provided engineering services to more than 500 communities, counties, and sanitary districts during our 79 years of business. The strength of the Baxter & Woodman team comes from the cohesive and cooperative work effort gained from having expertise in numerous disciplines. We offer a **full range of municipal services** from project inception to construction close-out. All necessary engineering services are provided in-house with the exception of geotechnical engineering.

## Regional Offices

Baxter & Woodman's 17 regional offices provides our clients with local presence and responsive service. Our team offers services that stretch well beyond typical engineering consulting. We are committed to building community value with each and every project we complete.

<b>ILLINOIS</b>	<b>FLORIDA</b>
Bannockburn	Green Cove Springs
Chicago	Orlando
Crystal Lake	St. Augustine
Marengo	West Palm Beach
Mokena	
Naperville	<b>TEXAS</b>
Peoria	Cedar Park
	Houston
<b>WISCONSIN</b>	Katy
Burlington	
Janesville	
Milwaukee	

Baxter & Woodman, Inc.

Baxter & Woodman, Inc. • 1

# Team Resumes

This section introduces the people behind the project—the dedicated professionals who bring their experience, creativity, and passion. You’ll find details on our team’s individual roles and the unique expertise each member offers to ensure a creative and inclusive comprehensive plan process.



**MICHAEL BLUE, FAICP**  
Project Manager

*Michael will serve as Project Manager, overseeing all aspects of the plan*



**JODI MARIANO, PLA**  
Design Lead

*Jodi will advise on urban design and placemaking related strategies*



**ANDREW DUNHAM, AICP**  
Planning Lead

*Andrew will lead land use planning and engagement efforts and will be the Village’s primary contact*



**KAMERIA NICHOLS-HAZZIEZ**  
Economic Development Specialist

*Kamera will lead market analysis, economic development, and real estate components of the plan*



**EMMA SWANSON**  
Project Planner

*Emma will provide technical support for all plan elements*



**SCOTT GOLDSTEIN, FAICP, LEED AP**  
Economic Development Advisor

*Scott will advise market study and economic development elements*



**DANNY O’BRIAN, PLA**  
Land Planner

*Danny will advise subarea-specific development strategies*



**JONATHAN B. TRENT, PE**  
Project Manager

*Jonathan will lead transportation and infrastructure strategy*



**JACKSON MARVEL**  
GIS/Urban Planner

*Jackson will assist with transportation and infrastructure strategy*



# Michael Blue FAICP

VICE PRESIDENT OF PLANNING

**Michael Blue, FAICP** is a seasoned planning professional with over 30 years of experience across the public and private sectors. He began his career as a consultant, working on comprehensive plans, land use strategies, economic impact assessments, and public engagement initiatives. He later spent 15 years in the public sector as a community development department manager, overseeing development approvals, economic development, commission processes, and municipal operations. Now back in consulting, Michael draws on his broad experience to deliver planning solutions that balance diverse stakeholder needs and expectations.

## Education

**University of Illinois**  
Master of Urban Planning  
Bachelor of Urban Planning

## Professional Affiliations

Fellow, American Institute of  
Certified Planners (FAICP)  
American Planning Association  
Lambda Alpha Economics  
Society

## Previous Experience

**City of Highland Park, IL**  
Director of Community  
Development

**Village of Mount Prospect, IL**  
Deputy Community  
Development Director

## Relevant Project Experience

### Comprehensive Plans

*Role: Project Manager*

Michael has managed comprehensive plans for Illinois communities including La Grange, Shorewood, Lincolnshire, Glencoe, Lake in the Hills, Lake Bluff, Wilmette, Rolling Meadows, Des Plaines, and Mokena. He has also managed comprehensive plans for Urbandale and West Des Moines, IA, and Dublin, OH.

### Downtown & Commercial Area Planning

*Role: Project Manager*

Michael prepared downtown, business district and corridor plans, including in Winnetka, Libertyville, Northfield, Des Plaines, Kenilworth, River Forest, and Melrose Park, IL and Toledo, OH. He also led downtown planning projects while working for Mount Prospect and Highland Park.

### Strategic and Economic Development Planning

*Role: Project Manager*

Michael prepared a Strategic Plan for Warrenville, IL that focused on economic development and addressed community character, natural resources, and public services. As follow-up, prepared the Southwest District Plan for the City, which along with a TIF has supported new development in the area. He also prepared the first Strategic Plan for Round Lake, IL and a recent update.

### Development Ordinances

*Role: Project Manager*

Michael has drafted zoning ordinance updates for Roselle, Rolling Meadows, Lockport, Roselle, Woodridge, Bourbonnais, Wood Dale, Elk Grove Village, and Des Plaines, IL, and Elkhorn, WI. He also worked with Edwardsville staff to update deficient code elements including major update to I-55 Interchange District and with Champaign to revise select commercial and residential zoning districts to facilitate desired development forms. Michael also drafted a zoning district adopted jointly by Mattoon and Charleston, IL, to facilitate development in the corridor between the communities (the district won an APA IL Award)



# Jodi Mariano PLA

VICE PRESIDENT OF DESIGN

**Jodi Mariano, PLA** has led Teska's urban design practice for 20+ years. Her work focuses on community engagement designed to guide the planning and development of public spaces, such as streetscapes, parks and plazas. Jodi has directed public processes resulting in useful master plans, successful funding applications and dynamic implementation projects.

## Education

**University of Illinois Chicago**  
Master of Architecture

**University of Illinois Champaign**  
Bachelor of Landscape  
Architecture

## Certifications

State of Illinois, Registered  
Landscape Architect, License  
No. 157-001062

CLARB, Certified Landscape  
Architect, No. 4570

## Professional Affiliations

Member, American Society of  
Landscape Architects

Past Instructor, Joseph  
Regenstein, Jr. School, Chicago  
Botanic Gardens

## Relevant Project Experience

### Streetscapes and Public Places

*Role: Designer*

Conducted public outreach programs, urban design strategy and final streetscape design plans for Fountain Square Plaza, Sherman Plaza, Maple Avenue and Chicago Avenue Streetscapes (Evanston); Downtown Wilmette Streetscape, including Ouilmette Alley, Veterans Park and Village Green (Wilmette); Elm Street, Hubbard Woods, Indian Hill Business Districts (Winnetka); Tudor Court Streetscape and Glencoe Village Hall (Glencoe); Downtown Lake Bluff Streetscape Master Plan and Scranton Avenue (Lake Bluff); Downtown Round Lake Streetscape Plan (Round Lake); Schuyler Avenue Streetscape (Kankakee); State Street Streetscape (Lockport); Lemont Downtown and I+M Canal Corridor (Lemont); Ridge-Calumet Streetscape (Munster, IN)

Conducted public outreach / urban design for the Lincoln Square Master Plan. Provided outreach and landscape architecture for Chicago Dept of Transportation (CDOT), including North Lincoln Avenue / Ainslie Arts Plaza; Lincoln Square Brown Line Station Area; and Back of the Yards 47th / Ashland Streetscape and Plaza assignments.

### Corridors and Urban Design Guidelines

*Role: Designer*

Participated in and led teams of engineers, architects and economic development consultants for corridor assignments including North Avenue Corridor (RTA); Ridgeland Avenue Corridor (RTA); 95th Street Corridor (CMAP); and Southwest Highway Corridor (Oak Lawn). Other corridor development projects include Old McHenry Road (Lake Zurich / Hawthorn Woods); Roosevelt Road (Broadview); St Charles Road (Berkeley); Palatine Road / Rand Road / Arlington Heights Road (Arlington Heights); and Milwaukee Avenue Corridor (Prospect Heights).

### Infrastructure Aesthetic Design

*Role: Designer*

Prepared concept through bid phase documentation for Washington Street underpass (Grayslake), Streamwood Bike Trail and Bridge (Streamwood), Calumet Avenue Bike Bridge (Hammond, IN).



# Andrew Dunham AICP

ASSOCIATE PLANNER

**Andrew Dunham, AICP** specializes in urban design, with a focus on community engagement and putting ideas to paper throughout the planning process. Skilled at a variety of communication tools and technologies, Andy shapes vibrant multimedia dialogues with clients. From hand drawn sketches to modeling and mapping, he demystifies data and helps communities visualize their collective goals.

## Education

**Georgia Institute of Technology**  
Master of City & Regional  
Planning

**University of Illinois**  
Bachelor of Urban Planning

## Certifications

American Institute of Certified  
Planners (AICP)

## Professional Affiliations

American Planning Association

## Relevant Project Experience

### Lake in the Hills Comprehensive Plan • Lake in the Hills, IL

*Role: Lead Planner*

Modeled subarea concepts and drafted tailored plan recommendations for Lake in the Hills

### Lake Bluff Comprehensive Plan • Lake Bluff, IL

*Role: Lead Planner*

Modeled subarea concepts and drafted tailored plan recommendations for Lake Bluff

### Aspire Lincolnshire Comprehensive Plan • Lincolnshire, IL

*Role: Lead Planner*

Modeled subarea concepts and drafted tailored plan recommendations for Lincolnshire

### Mount Sterling Long Range Strategic Plan • Mount Sterling, IL

*Role: Lead Planner*

Prepared market research, drafted plan concepts, and created compelling graphics in support of a strategic plan for a small, rural community with a historic main street

### Jasper Street Great Streets, Great Neighborhoods Plan • Decatur, IL

*Role: Project Planner*

Assisted with the public outreach strategy and execution for a neighborhood plan in Decatur, Illinois

### Major Taylor Trail Plan • Chicago, IL

*Role: Project Planner*

Supported a market study and the preparation of site maps for a green multi-modal trail through Chicago's south side



# Kameraia Nichols-Hazziez

ECONOMIC DEVELOPMENT ANALYST

**Kameraia Nichols-Hazziez** conducts market analysis and undertakes economic development studies for communities throughout the Chicago region and Illinois. This includes market research, data analysis, and engagement with local communities to help position the community and attract economic and housing investment.

## Education

**University of Wisconsin**  
B.B.A Real Estate and Urban  
Land Economics  
Certificate, Public Policy

## Professional Affiliations

POSSE  
WREAA | Wisconsin Real Estate  
Alumni Association  
Urban Land Institute

## Relevant Project Experience

### **Downtown Des Plaines Economic Development Strategy • Des Plaines, IL**

*Role: Market Analyst*

Assisted with a detailed market analysis for the downtown area of Des Plaines in support of a broader economic development strategy in the area

### **South Halsted Corridor Plan • Chicago, IL**

*Role: Analyst*

Conducted a market study for the South Halsted corridor area on Chicago's Far South Side. Study included assessing the potential of housing, retail, and industrial uses

### **Western Springs Market Assessment • Western Springs, IL**

*Role: Market Analyst*

Drafted a market assessment for the downtown area of Western Springs; study included findings across the retail, office, and housing markets

### **The Pinnacle • Niles, IL**

*Role: Analyst*

Conducted a TIF analysis and refined the Applicant's pro forma for a proposed mixed-use project in Niles, IL

### **Good Kids Mad City Community Center • Chicago, IL**

*Role: Market Analyst*

Conducted a market study in support of a potential community center in the West Englewood neighborhood of Chicago

### **SSA 27 Reconstitution**

*Role: Analyst*

Supported the reconstitution of SSA 27 in the Lakeview neighborhood of Chicago



# Emma Swanson

ASSOCIATE PLANNER

**Emma Swanson** possesses wide range of planning skills ranging from data analysis to engagement to mapping in order to create plans tailored to the unique characteristics of their community. She specializes in the development of project branding, outreach materials, and plan design and formatting to imbue each plan with the look and feel of the community which it serves.

## Education

### DePaul University

M.A. Sustainable Urban Development

B.A. Environmental Studies and Geography

Certificate, Geographic Information Systems

## Professional Affiliations

American Planning Association

## Relevant Project Experience

### La Grange Forward Comprehensive Plan • La Grange, IL

*Role: Planner*

Served as the project planner leading branding, community engagement, existing conditions analysis, mapping, writing, and plan design efforts

### Lockport Comprehensive Plan • Lockport, IL

*Role: Planner*

Assisted in key plan roles, such as mapping, writing, and plan design

### Enhance Downtown Morris Master Plan • Morris, IL

*Role: Planner*

Served as project planner leading branding, engagement, mapping, writing, and plan design efforts

### Your Future, Your Frankfort 2040 Comprehensive Plan Update • Frankfort, IL

*Role: Planner*

Served as project planner leading branding, engagement, mapping, writing, and plan design efforts

### Evanston Accessory Dwelling Unit (ADU) Guidelines

*Role: Designer*

Assisted in the preparation of a user friendly document through the creation of infographics and document design.

### Wicker Park Bucktown SSA #33 Annual Reports (2019-2021)

*Role: Designer*

Assisted in the creation of engaging and informative annual report documents.





# Scott Goldstein

FAICP, LEED AP  
PRESIDENT

**Scott Goldstein, FAICP, LEED AP** brings over twenty-five years of experience in community development, planning, housing, neighborhood redevelopment, fiscal analysis, civic engagement, and data analysis. He has led neighborhood plans, downtown and business district plans and comprehensive plans for a variety of urban, suburban and rural communities. Scott focuses on an asset-based approach to community development and reinvestment.

## Education

**Columbia University**  
Master of Science in Urban Planning

**Tufts University**  
Bachelor of Arts in History of Art & Architecture and Political Science

## Professional Affiliations

Fellow, American Institute of Certified Planners (FAICP)

LEED Accredited Professional

Urban Land Institute Chicago Chair, 2022-2024 and Chair of Mission Advancement, 2020-2021

American Planning Association

## Faculty Lecturer

**Northwestern University**  
Global Policy Lab, Master's in Public Policy and Administration

## Previous Experience

**Metropolitan Planning Council**  
Vice President of Policy and Planning

## Awards

**APA IL:** Decatur Jasper Street Roadmap, Near North Neighborhood, Wicker Park Bucktown Master Plan

**APA NC:** Carrboro Comprehensive Plan, Greensboro Sustainability Plan

## Relevant Project Experience

### Comprehensive Plans

*Role: Project Manager*

Scott has led comprehensive plans for communities of various sizes around the country, linking market analysis, community engagement and creative design for Carrboro and Kernersville (NC), and Carpentersville, Lake Villa, Leyden Township and Sauk Village (IL)

### Housing and Land Banks

*Role: Project Manager*

Scott provides technical assistance for land banks on behalf of the Illinois Housing Development Authority, for which IHDA received a National Council of State Housing Agencies Award for the TA program. He has also conducted housing studies for Illinois Attorney General (various communities across Illinois), Robbins, Housing Opportunities Development Corporation (Deerfield, IL), Altgeld Gardens (Chicago IL), City of Decatur (IL), Evansville (IN), Minneapolis and St. Paul (MN), and Greensboro (NC)

### Neighborhood Revitalization Plans

*Role: Project Manager*

Scott combines community engagement with data analytics to develop plans, designs and programs that will advance community goals, including for Des Plaines (IL); Austin, Belmont Cragin, Logan Square and Chicago Lawn, Chicago (IL); Dubuque (IA); Evansville (IN); Kalamazoo (MI); Portland (OR); Osceola County (FL); Clarksville (TN); Decatur and Milledgeville (GA); and Greensboro (NC)

### Economic Development Plans

*Role: Project Manager*

Scott has developed tailored economic development plans for: Downtown Des Plaines, South Chicago Heights, and Calumet City (IL), Chatham and Hermosa (Chicago), Hammond (IN), Madison (WI), and S. Elm (Greensboro)

### Market and Fiscal Studies

*Role: Project Manager*

Scott leverages his market expertise to conduct market and fiscal studies for municipalities including: Glenview, Skokie, and Willowbrook (IL) and Dubuque (IA). He also serves private clients and developers in Illinois including: Austin Coming Together and DL3 (Chicago), I-394 Enterprise Community, Centennial (Hawthorn Mall and Fox Valley Mall residential conversion), Edward R. James Partners, Lexington Homes, Pulte, Trammel Crow, Compass Arena, and Nextstar



# Danny O'Brian PLA

PRINCIPAL

**Danny O'Brian, PLA** employs the design process and the principles of landscape design to discover creative and thoughtful solutions for every scale of project. He believes well planned landscapes are dynamic, alive, and ever-changing. Danny has worked on projects ranging from land planning to residential and mixed used developments in Illinois, Wisconsin, and Indiana.

## Education

**Ball State University**  
Bachelor of Landscape  
Architecture

## Certifications

State of Illinois, Registered  
Landscape Architect | License  
No. 157.001508

## Relevant Project Experience

### Site Planning

*Role: Designer*

Planned sites for residential and mixed use developments including the Lake Country Village subdivision (Summit, WI), Sterling Place (Northbrook, IL), Parkside at Glenview (Glenview, IL), and Harborview Station (Michigan City, IN). Danny has also planned sites for senior living communities including Oak Trace (Downer's Grove, IL), King-Bruwaert House (Burr Ridge, IL) and the Fields at Three Pillars (Dousman, WI).

### Land Planning

*Role: Designer*

Developed land plans for residential communities including Lake Kai (Michigan City, IN) and Green Acres (Northbrook, IL), as well as mixed-use sites including the multiphased Pabst 59 Development (Oconomowoc, IL) and the 135-acre Herrling Property (Madison, WI).

### Landscape Plans

*Role: Designer*

Prepared landscape plans for hospitals and headquarters in Illinois, including Endeavor Health (Skokie and Highland Park) and the Northshore Water Reclamation District (Gurnee).

**Jonathan B. Trent, PE**

Project Manager

**EDUCATION**

B.S., Civil Engineering  
Bradley University, 2010

Joined Firm in 2011

Years of Experience: 15

**REGISTRATIONS**

Licensed Professional  
Engineer: Illinois

**ASSOCIATIONS**

American Public Works  
Association – City Branch  
*Publicity & Communications Co-  
Chair, 2015-2018*  
*Secretary, 2018-2020*  
*Treasurer, 2020-2023*  
*President, 2023-Present*

American Public Works  
Association – PWX 2024  
*Special Events Committee Co-Chair*

Jon is a Transportation Engineer with design and construction experience in various roadway and infrastructure projects. His expertise includes annual street maintenance programs, roadway rehabilitation and reconstruction projects, and improvements of water main, storm sewer, and sanitary sewer infrastructure. Jon's practical perspective, attention to detail, and work ethic make him a valuable asset to your project.

**REPRESENTATIVE PROJECTS****Western Springs, IL*****Comprehensive Capital Improvement Plan***

Roadway lead for the Village's Comprehensive Capital Improvement Plan to obtain a complete understanding of the Village's infrastructure focusing on GIS and asset management principles. Key planning elements included infrastructure risk analysis; roadway, streetscape and sidewalk analysis; Village property analysis; street lighting and fiber optic analysis; and extensive public engagement activities.

**Western Springs, IL*****Comprehensive Capital Improvement Plan***

Project Manager for the Village's Burlington Avenue Streetscape project. Project consisted of adding decorative outdoor restaurant seating and crosswalk improvements along the Village's downtown area. An additional mid-block raised crosswalk was added for better access to/from the Metra train station. Additional improvements included interim streetscape and lighting improvements. The project was fast-tracked for completion ahead of the road resurfacing project.

**South Elgin, IL*****2017 MFT Downtown Streetscape and Utility Improvements***

Project Engineer responsible for the preparation of plans, cost estimate, specifications, and contract bid documents for 1.9 miles of roadways within the Village. Work included water main replacement, storm sewer construction, sanitary sewer spot repairs, utility relocations, tree removal, rock excavation, HMA pavement widening and reconstruction including new curb & gutter, new sidewalk with decorative brick, and new street lighting. Design of the project included IDOT approval for MFT funding, storm sewer modeling, wetland delineation, and IEPA permitting. *The project won a project award from the American Public Works Association (APWA) Fox Valley Branch for "Transportation – Less than \$5 Million".*

**Glenview, IL*****Willow Road Multi-Use Path***

Prepared Phase I Project Development Report for IDOT and Congestion Mitigation and Air Quality Improvement (CMAQ). Phase I improvements consist of a 10' wide concrete path within IDOT right-of-way, approximately 1 mile in length.

## Jackson Marvel

GIS/Urban Planner



### EDUCATION

B.A., Urban Planning and Development, Ball State University, 2020

Joined Firm in 2023

Years Experience: 4

### ASSOCIATIONS

American Planning Association (APA)

Houston American Planning Association (HAPA)

### AWARDS

GOLD – 2022 APA Transportation Award, for the 2021 Brownsville Sidewalk and Trails Master Plan



Jackson has extensive experience in multiple planning projects, transportation initiatives, and community studies. He has spent his time executing transportation related projects which include pedestrian and bicyclist safety studies, thoroughfare master plans, corridor studies, and trails planning. Jackson has served as deputy project manager throughout multiple community planning initiatives, as well as facilitated public engagement efforts, and coordination with council members, commissioners, and city leaders. His experience has gained him technical knowledge in innovative roadway and transportation initiatives. Jackson has advised numerous cities and communities in planning for streetscape designs, context-sensitive solutions, urban design, road diets, intersection safety, vision zero initiatives, and right-of-way repurposing.

### REPRESENTATIVE PROJECTS

#### **Brownsville, TX\***

##### ***Sidewalk and Trails Master Plan (2021)***

Jackson helped plan for the improvement and build-out of City sidewalks, trails, and bicycle lanes to help develop a city-wide system of interconnected mobility options. Jackson and staff conducted detailed inventories and assessment of all city trails by way of bicycle, assessed access to schools, and conducted safety crossing assessments at all trail intersections. Jackson coordinated with local bicycle shops and businesses to assist in multiple public engagement events and to promote a community survey. The Sidewalks and Trails master plan proposes over 100 miles of sidewalks, recreational trails, bicycle lanes, and protected cycle tracks. In addition, the Master Plan notes locations where connectivity should be improved and where infrastructure should be updated, such as push-buttons, ADA crosswalk ramps, lighting, and signage.

#### **Brownsville, TX\***

##### ***West Rail Trail Extension Study (2022)***

Jackson, as lead planner, coordinated with the City of Brownsville to conduct an alignment study for extending the West Rail Trail along a former rail corridor into Downtown Brownsville. Jackson conducted existing conditions assessments, environmental reviews, land-use analysis, and assessed historical maps and documents to understand the corridor. Jackson and staff proposed three alternative alignments, along with crossing improvements, connections to other active transportation facilities, signage and wayfinding locations, and trailhead locations. In addition, lands adjacent to the proposed alignments were identified for the development potential of city facilities, urban-style housing, trailheads, parkland, and also the restoration of the Warehouse Depot building.

#### **League City, TX\***

##### ***Mountain Bike Master Plan (2021)***

Jackson helped the City of League City with establishing the City's first planning document regarding mountain bike trails, user agreements, and trail design. The Master Plan included engagement feedback from public meetings with residents and existing user groups to help identify desirable locations for mountain bike facilities and included a detailed design and safety guide.

*\*While working for others*

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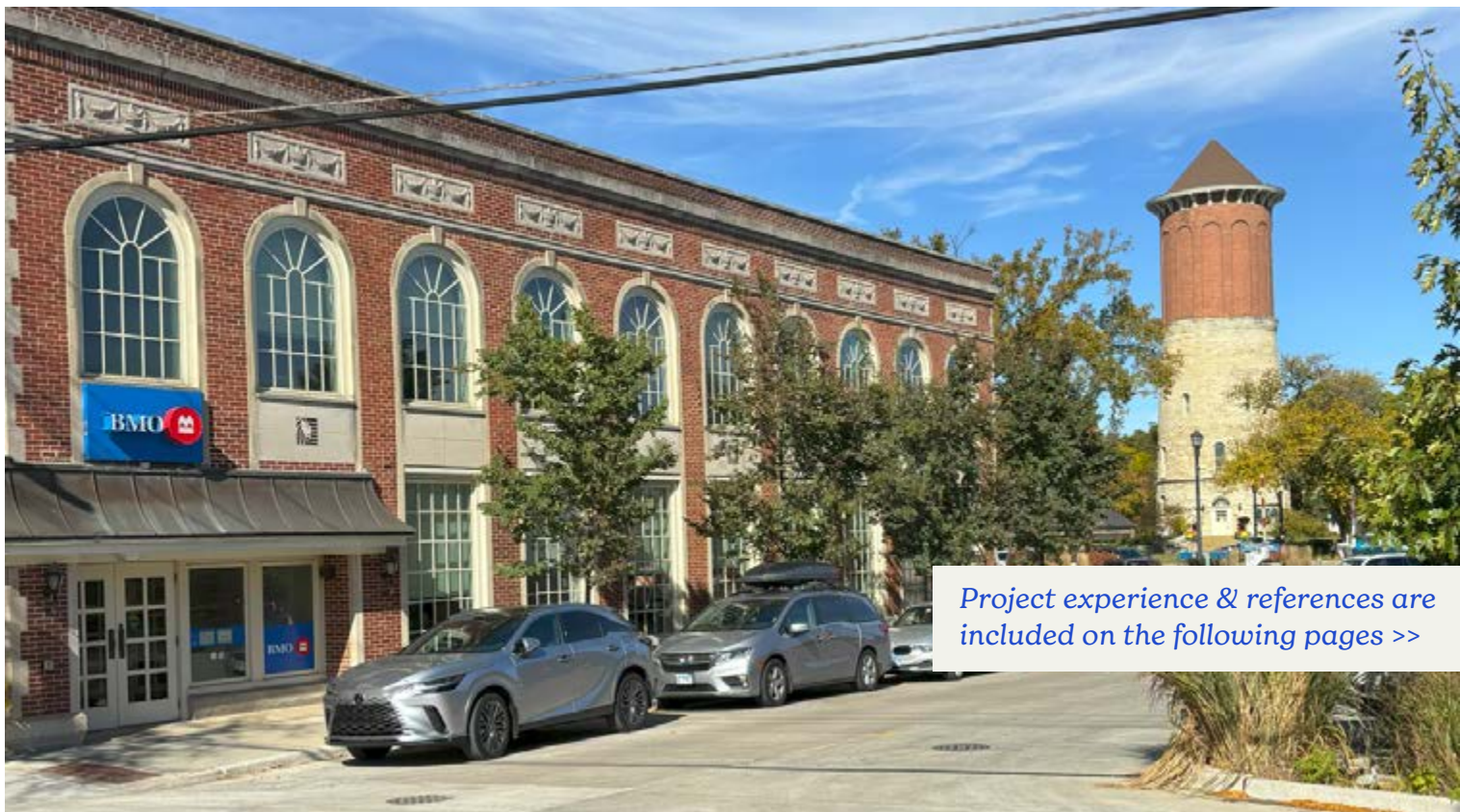
# 03 **experience**

# Experience Overview

Team Teska has extensive experience in Western Springs and within its peer communities. This section outlines previous planning and engineering work performed by Teska and Baxter & Woodman, including project information and references.

**Teska Associates, Inc.** is rooted in the Chicagoland area and deeply familiar with the planning intricacies and market realities faced by local governments. This depth of experience is evident through its broad portfolio of planning, design, zoning, and market analytics projects undertaken in the region and in Western Springs itself. This section provides an overview of relevant and recent work in the Village and peer communities in the region as well as in-depth project examples that highlight important details of each project and process.

Similarly, **Baxter & Woodman** have assisted communities across the region in engineering, transportation, and environmental work, both large and small. Teska and Baxter & Woodman have a history of collaboration and meeting the objectives and needs of client communities in a holistic manner.



*Project experience & references are included on the following pages >>*

# Relevant Experience

This section details Team Teska’s projects that are relevant to the Village of Western Springs, including work in peer communities, within the Village, or work pertaining the key plan tasks outlined in the RFP.



## LAKE BLUFF COMPREHENSIVE PLAN

Completed 2025

Budget: \$100,000

Contact: Drew Irvin, Village Administrator, Village of Lake Bluff | [dirvin@lakebluff.org](mailto:dirvin@lakebluff.org) | 847-234-0774

## LA GRANGE FORWARD COMPREHENSIVE PLAN

Completed 2024

Budget: \$195,000

Contact: Charity Jones, Community Development Director, Village of La Grange | [cjones@lagrangeil.gov](mailto:cjones@lagrangeil.gov) | 708-579-2320

## ALL IN, GLENCOE COMPREHENSIVE PLAN

Completed 2024

Budget: \$100,000

Contact: Phil Kiraly, Village Manager, Village of Glencoe | [pkiraly@villageofglencoe.org](mailto:pkiraly@villageofglencoe.org) | 847-461-1101

## WESTERN SPRINGS DOWNTOWN MARKET ASSESSMENT

Completed 2025

Budget: \$30,000

## LAKE IN THE HILLS COMPREHENSIVE PLAN\*

Completed 2025

Budget: \$137,000

Contact: John Svalenka, AICP, Director of Community Development, Village of Lake in the Hills | [jsvalenka@lith.org](mailto:jsvalenka@lith.org) | 847-960-7441



## CARPENTERSVILLE CAPITAL IMPROVEMENT PLAN UPDATE

Completed 2022

Budget: \$30,000 (B&W portion)

Contact: Kevin Gray, Director of Public Works and Engineering, Village of Carpentersville | [kgray@cville.org](mailto:kgray@cville.org) | 224-293-1613

## WESTERN SPRINGS COMPREHENSIVE CAPITAL IMPROVEMENT PLAN

Completed 2025

Budget: \$330,600

\*Project completed in collaboration with Baxter & Woodman



**FIRM ROLE:**

Lead Firm

**SCOPE OF WORK:**

Comprehensive Planning  
Public Engagement  
Subarea/Corridor Planning  
Urban Design  
Sustainability

**KEY PERSONNEL:**

Michael Blue, FAICP  
Andrew Dunham, AICP

## Lake Bluff Comprehensive Plan

LAKE BLUFF, IL

Identifying a design-focused, ecological, and community-led framework for Lake Bluff's next twenty years

**PROJECT HIGHLIGHTS:**

- Developed 20 fundamental planning goals through comprehensive in-person and online engagement that tied each recommendation to the community vision
- Conducted community visioning to inform seven key subarea plans
- Built on past placemaking efforts to create recommendations for continued quality of life enhancements
- Incorporated a detailed glossary to demystify planning terms

Long time partners in planning and urban design, Teska and the Village of Lake Bluff seized the comprehensive planning process as an opportunity to reevaluate community priorities and update the community's vision. Teska's familiarity with the community helped the team ask the right questions regarding development, community character, transportation, and sustainability, ultimately leading to a truly "Lake Bluff" plan. Teska has since aided in implementation, assisting in creating design guidelines for key development sites, developing cohesive a streetscape, and convening stakeholders for placemaking improvements.





**FIRM ROLE:**

Lead Firm

**SERVICES PROVIDED:**

Comprehensive Planning  
Public Engagement  
Subarea Planning

**KEY PERSONNEL:**

Michael Blue, FAICP  
Francesca Lawrence, AICP  
Emma Swanson

## La Grange Forward Comprehensive Plan

LA GRANGE, IL

**A collaborative planning process and collective community vision leads the Village forward.**

**PROJECT HIGHLIGHTS:**

- Planning focused on three key districts around La Grange’s downtown commuter train stations and nearby areas
- Collaborative process included workshops with the Village Board and commissions, three community workshops, and several pop-up events
- Recommendations provide direction for updating the zoning ordinance

The Plan serves as a long-term guide for Village decision-making related to public policy, development, and resource allocation. Rooted in community vision and goals, the Comprehensive Plan outlines targeted actions and strategies organized by geography (e.g., downtown, industrial areas) and topic (e.g., land use, sustainability). Building on previous planning efforts and informed by extensive outreach and analysis, it provides a framework for coordinated and consistent community action over the next 10 to 15 years.

**“Our downtown area is great, the shops and restaurants are great. Let’s continue to recruit and attract five-star businesses to our town.”**

*Resident comment provided via the interactive Ideas Wall on the project website.*

Western Springs Comprehensive Plan Proposal



**FIRM ROLE:**  
Sole Firm

**SCOPE OF WORK:**  
Comprehensive Planning  
Public Engagement

**KEY PERSONNEL:**  
Francesca Lawrence, AICP  
Lee Brown, FAICP

## All In, Glencoe Comprehensive Plan

GLENCOE, IL

Creating a web-based guidebook for the future through  
extensive community visioning

### PROJECT HIGHLIGHTS:

- Online plan provides an accessible, user-friendly, updatable format
- Organized around five “big ideas” and a future land use chapter
- Engagement events were in partnership with local institutions
- Planning process with monthly input from the Plan Commission and regular engagement with other Village boards and public agencies

Building on Teska and the Village of Glencoe’s long-standing relationship, All In, Glencoe emphasized wide-reaching community engagement, from formal and informal events to substantial input received from Village boards and commissions. The process was intentional, transparent, and responsive to the many voices of the community. The product is a web-based plan that concisely communicates the vision and implementation priorities.

“With Teska’s support, we developed an interactive plan designed to live online and be easily updated to absorb new ideas and remain relevant as our community evolves.”

*Bruce Huvard, Village of Glencoe Plan Commission Chair*





**FIRM ROLE:**

Lead

**SERVICES PROVIDED:**

Market Assessment  
Public Engagement

**KEY PERSONNEL:**

Michael Blue, FAICP  
Andrew Dunham, AICP  
Kamera Nichols-Hazziez

## Western Springs Downtown Market Assessment

WESTERN SPRINGS, IL

Evaluating market conditions and local competitive alignment to identify opportunities for enhancing Downtown’s unique position in the community and region.

**PROJECT HIGHLIGHTS:**

- Conducted detailed stakeholder interviews with business owners in the community to understand challenges and opportunities
- Prepared a survey for customers of the Downtown to better understand shopping patterns and needs
- Convened Village officials for a workshop to set downtown priorities
- Set forth land use, policy, programming, and design recommendations

Over the years, Teska has worked with Western Springs on their Downtown Redevelopment and Streetscape Plan and TIF Districts that helped spur new development and improvements. In 2025, Teska continued this work by preparing a Downtown Market Assessment to analyze current market realities and inform future economic development strategies tailored to the community. The assessment noted that while the footprint of downtown is relatively small, its historic railroad downtown charm, supportive local customer base, and longstanding businesses set it apart from peers. Steps for further consideration were identified to guide vibrancy and appropriate growth, rather than replicate other downtowns.



**FIRM ROLE:**  
Lead Firm

**SERVICES PROVIDED:**  
Comprehensive Planning  
Public Engagement  
Subarea/Corridor Planning  
Urban Design

**KEY PERSONNEL:**  
Michael Blue, FAICP  
Andrew Dunham, AICP

**Project completed  
in collaboration with  
Baxter & Woodman**

## Lake in the Hills Comprehensive Plan

LAKE IN THE HILLS, IL

Envisioning high-quality, dynamic, and nature-focused development grounded in a subarea approach.

### PROJECT HIGHLIGHTS:

- Created four subarea concepts at various scales for development and redevelopment.
- Identified opportunities to introduce mixed-use development at underutilized commercial sites.
- Outlined community character and economic development strategies based on existing unique assets, such as natural areas and the airport.

Teska worked with the Village to identify unique community assets and key challenges. As a relatively new suburb, Lake in the Hills lacks a traditional downtown area, complicating efforts to establish a community identity; Teska analyzed public input to identify the unique natural setting and entrepreneurial spirit of the Village as key building blocks for future branding and economic development.

The nature-focused identity and business-friendly focus are carried forward in various subarea plans within the document, which emphasize open space, natural areas, and business incubation and attraction. These focuses remain central in all chapters and recommendations in the Comprehensive Plan.

# Village of Carpentersville, IL

## Capital Improvement Plan Updates

### Services

- Transportation Planning
- Water System Modeling and Planning

### Completed

Latest update, 2022

### Water System Model & Five Year Capital Improvement Plan

In 2000, the Village retained Baxter & Woodman to analyze the Carpentersville water system facilities, develop a WaterCAD water model, and prepare a Five Year Water System Capital Improvement Plan. The report made recommendations for distribution system, water production, water storage, and water treatment improvements. Each recommendation was accompanied by a preliminary cost estimate, in order to aid the Village in preparing subsequent annual budgets and future negotiations with developers on impact fees.

Our team continues to maintain the Village's water model so that the Village does not incur the expenses of software purchasing, licensing and upgrades, as well as personnel training. The model has been used to analyze new subdivisions and improvements to the existing system, and evaluate the impact of emergency water main shutdowns on the system. Baxter & Woodman has updated the Village's water and sewer capital plan in 2006, 2014, and 2021, and is scheduled to update again in 2025.

### Transportation Capital Improvement Plan

Baxter & Woodman completed the Village's current Transportation Capital Improvement Plan in 2004 and updated the Plan in 2014. Baxter & Woodman evaluated the 88 centerline miles of streets maintained by the Village, created a street inventory database and provided recommended pavement rehabilitation strategies and estimated costs for each street section (block). Baxter & Woodman worked with Village staff to prioritize streets for rehabilitation based on street condition and water main replacement needs developed in the five year water system model. This information was used to develop a 10-year Transportation Capital Improvement Plan for water main replacement and street rehabilitation matching the Village's budget.

### 2021 Comprehensive Plan Update

The Baxter & Woodman/Teska Associates team was selected in 2021 to provide professional land use, transportation, parks design, urban design, and community engagement services in the development of an update to the Carpentersville Comprehensive Plan.



# Village of Western Springs, IL Comprehensive Capital Improvement Plan



### Service Highlights:

- Infrastructure Risk Prioritization Analysis
- Evaluation of Roadway Condition, Streetscape, Sidewalks
- Street Lighting and Fiber Optic Network Upgrade Recommendations
- Municipal Properties Analysis

### Year:

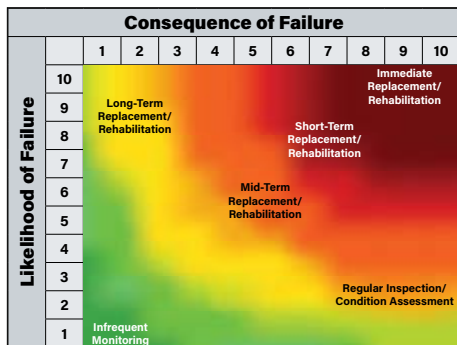
July 2022 - February 2024

### Awards:

APWA 2025 Public Works Project of the Year, Asset Management  
ACEC 2025 Engineering Excellence Award, Special Achievement

The Village board made a decision to pursue a comprehensive Capital Infrastructure Plan to provide a complete understanding of the Village’s using focusing on using GIS and Asset Management principles. Key planning elements include:

- **Infrastructure Risk Prioritization Analysis:** Update missing GIS data for water/sewer/stormwater system analysis; calculate risk scores for water, sanitary sewer, and storm sewer systems; and identify the water mains, sanitary sewers, and storm sewers with the highest risk
- **Roadway, Streetscape, and Sidewalk Analysis:** Update GIS data; review existing pavement ratings, construction methods, condition of parking lots and alleys, previous sidewalk studies, and existing studies for streetscape improvement projects; develop green infrastructure alternatives; establish an annual program to obtain a target condition goal; and develop bike connectivity recommendations
- **Municipal Properties Analysis:** Review existing conditions for eight Village facilities, including providing civil, mechanical, electrical, plumbing, structural, and architectural reviews
- **Street Lighting and Fiber Optic Network:** Review existing lighting system; create recommendations for enhancements to the lighting system; review maintenance costs for existing fiber network; and review options for expanding the fiber network
- **Public Engagement:** Develop web-based tool and video to inform public about ongoing updates; create and manage a public survey; and conduct in-person and virtual open houses.



Risk Matrix



View Western Springs' Comprehensive Capital Infrastructure Plan by scanning the QR code.

# 04 approach

# Our Approach

This section describes our team's approach and proposed work program to prepare a Comprehensive Plan Update for the Village of Western Springs. As may be needed, the tasks and workflow can be refined to reflect Village needs and expectations for the project.

## Inspiring Community Engagement

At Teska, engaging the community is not an after-thought or a checkbox; it underpins our entire approach and planning process. Conducting meaningful outreach with the public from the beginning to the end is one of the most important ways to ensure that a plan reflects the community and gets implemented. Having local businesses, residents, elected and appointed officials, and key community partners involved and feeling ownership over the comprehensive plan, greatly helps advance the goals formation and Village actions that drive change.





## Turning Engagement into Outcomes

### 1 BUILD AWARENESS + BUZZ

How do you get the word out about the planning process, engage the community, and raise awareness? Creative marketing and project promotion, of course. Print and digital avenues as well as community events and interactive installations will come into play to kick-off Western Springs' comprehensive planning process.



### 2 ASK + LEARN

Through stakeholder interviews, polls, virtual and in-person community events we will focus on specific topics, questions, needs and opportunities. The findings of this collective feedback will be merged with data and research to develop future strategies.

### 3 PRIORITIZE + VISUALIZE

With data, future projects, and consensus outlined, the next step is developing a clear direction with regards to policies, goals, and recommendations. Project themes, strategies and priorities are developed for review.



### 4 DESIGN + REFINE

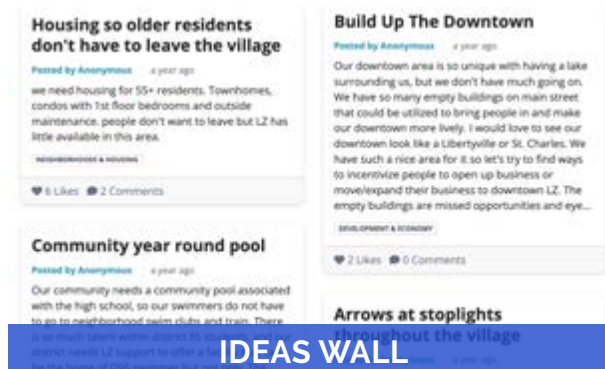
Behind every good plan is sound implementation. Teska works with local leaders, developers, property owners, and others to prepare near-term projects and actions to ensure steady progress towards goals.

# Virtual Engagement Hub

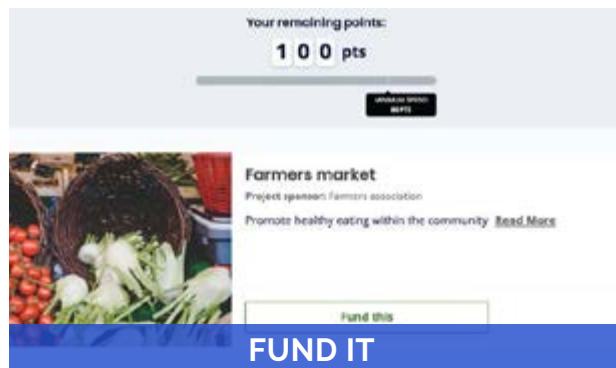
Our team uses a community engagement platform called **Social Pinpoint**. This comprehensive platform is designed to effortlessly manage high-quality and inclusive engagements, reach more people, and easily transform input into meaningful, actionable insights. Social Pinpoint offers dynamic web tools to help present content and collect feedback in an interesting and interactive format.



**Comment Map** allows the community to leave spatially-based comments via an interactive map, in any project.



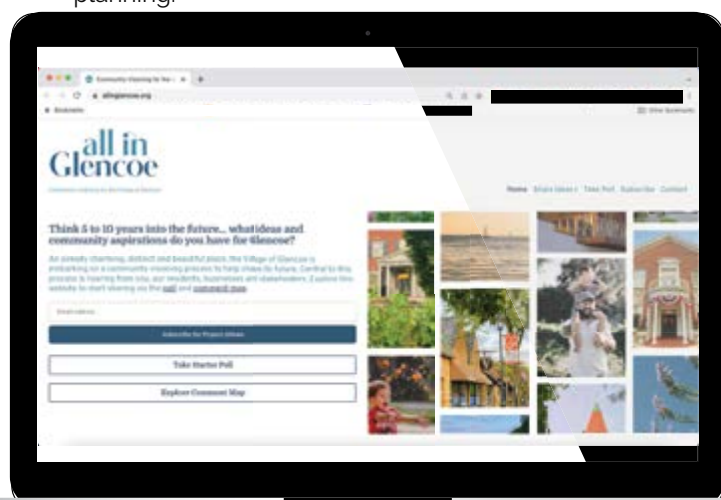
Visitors can share ideas, comments, photos, and stories about their community via a public **Ideas Wall**.



**Fund It** is a participatory budgeting tool that offer feedback on allocation of resources. It can be a powerful way to build consensus, educate the public about the costs and compromises inherent in planning.



The **Survey** tool makes it easy to create anything from a simple web form to a dynamic interactive feedback engines.



## Project Website

The project website will serve as a virtual engagement hub, offering project updates, interactive features, and resources to keep stakeholders informed and engaged throughout the project's duration. It will facilitate seamless communication, collaboration, and feedback, ensuring that all participants remain connected and involved from start to finish.

## Stimulating Economic Development

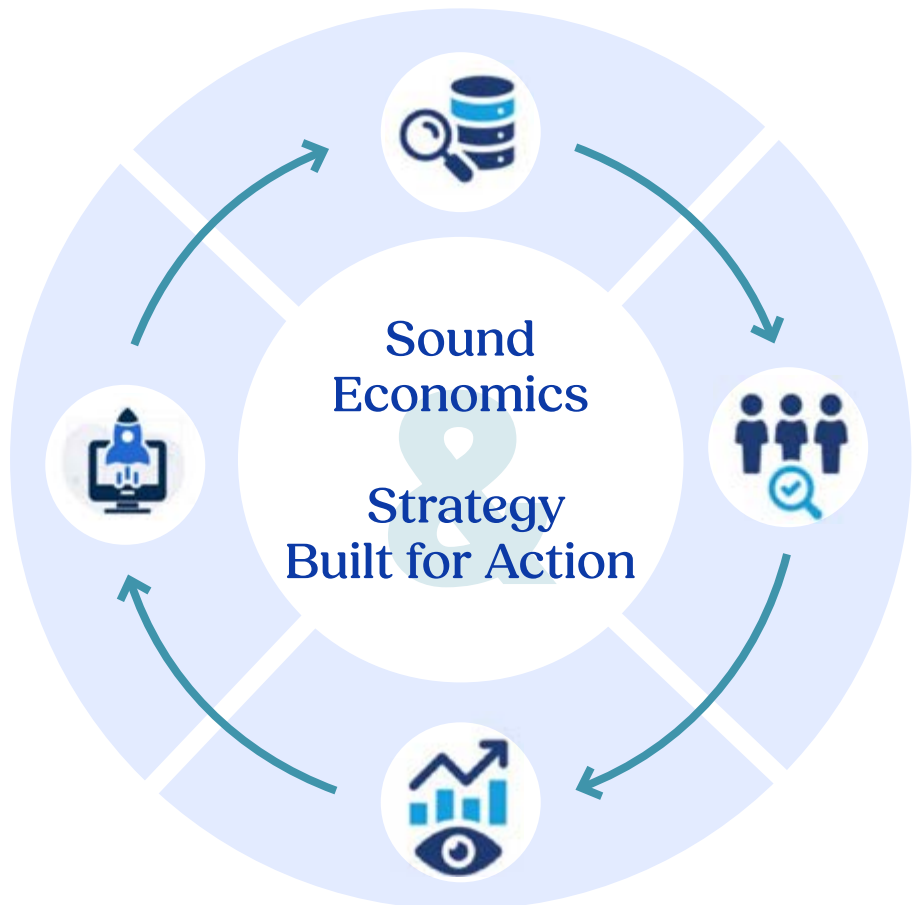
To create a plan for their future, it is crucial for communities to understand where they are today and how they got here. A reachable vision is one that is anchored in market realities, incorporates recent and future trends, and seeks to solidify and strengthen the Village’s economic future. The economic development vision will be built on previous market-focused work in Western Springs and will serve as the foundation by which the actions, policies, and programs for the Village and its partners are developed and measured.

The plan update will incorporate a clear understanding of Western Springs’ current market conditions and form the basis for economic development strategies. Expanding Teska’s existing understanding of the Village will allow for more detailed analysis and focused recommendations, creating an effective a more in-depth snapshot of the current market and real estate conditions in the community. On-the-ground experiences of local priorities, business owner sentiment, resident wants and needs, and market realities will inform a holistic approach to market research.

A well-defined set of development strategies will position Western Springs to achieve its economic development vision. The implementation plan will identify business development strategies, housing needs, district-specific opportunities, and will be consistent with the land use recommendations. The implementation plan will describe the path to drive economic development in a manner that does not detract from the traits that make Western Springs a lovable and livable community.

### TESKA METHODOLOGY AT A GLANCE

- ✓ Grounded in Data**  
*Teska fuses validated market economics with site layout and fiscal modeling — not just analysis, but implementation-ready concepts.*
- ✓ Quantitative + Qualitative**  
*Storefront audits, broker interviews, and community engagement ground our analytics in real conditions leveraging local assets.*
- ✓ Fiscal Sustainability**  
*We model short and long-term impacts — municipal revenues, school district costs, infrastructure needs — ensuring investment delivers lasting value.*
- ✓ Character + Commerce**  
*We align fiscal performance with authentic place identity, because sustainable development requires both ROI and projects that support community values.*





SUCCESS METHODOLOGY

Our Integrated Process From Analysis to Action

# 1 ANALYZE

*Fusing market data with real-world insights.*

- **Integrated Data Stack:** We integrate Moody's Commercial Real Estate (CRE), Esri Business Analyst and MRI-Simmons, with our proprietary database of comparable projects in neighboring communities to tailor solutions.
- **Strategic Benchmarking:** In-depth trade area and peer community comparisons precisely identify local market strengths, competitive advantages, and actionable gaps.
- **Fiscal Reality Checks:** Metrics align public investment with ROI.
- **Developer + Broker Interviews:** Pinpoint deal friction.
- **Site/Space Audits:** Document conditions and leasing quality.
- **Resident/Business Surveys:** Quantify spending, unmet demand.

→ **RESULT:** Integrated, validated, and trustworthy data that is spatial, specific, and reflects the lived economy.

# 2 PLAN

*Report findings that take shape on the ground.*

- **Sub-Area Planning:** Translate market potential into phased development concepts.
- **Fiscal Impact Studies:** Project revenue, costs, and growth for municipalities and other local governments.
- **Zoning + Policy Alignment:** Update codes and incentive programs to unlock realistic projects.
- **Brand Identity:** Tie strategy to authentic character via visuals and placemaking.

→ **RESULT:** A complete market strategy with fiscal models, design concepts, tools and tailored solutions to attract development and tenants that thrive.

# 3 ACT

*From policy decisions to built projects.*

- **District & Incentive Structuring:** Lead TIF, SSA, and BID creation plus incentive packaging.
- **Developer Recruitment:** Draft solicitations, brief developers, and identify site-specific solutions
- **Action Trackers + Metrics:** Living dashboards that monitor progress and support accountability.
- **Ongoing Advisor:** We stay engaged to support recruitment, adjust strategies, and navigate implementation challenges.

→ **RESULT:** An economic plan -- backed by a comprehensive suite of implementation tools and partnerships -- that performs not just informs.

*Moody's is validated by a dedicated team of experts, to provide predictive analytics, trusted insights, and data on hundreds of thousands of projects – from rent to vacancy to cap rates. Teska harnesses this data to tailor solutions for site specific areas and compare local market strengths with surrounding communities.*





## Reinforcing Community Identity & Character

We understand that Western Springs residents have a special connection to their community (and for good reason). Preserving this intrinsic character is a major consideration in all aspects of the planning process. Teska's experience within the Village provides important context of the aspects of the community that residents value; this understanding will be supplemented and expanded upon through in-person and virtual engagement. Community character elements will be carried forward in design guidelines, gateways, and urban design recommendations.

## Providing Community-tailored Housing Solutions

As a community comprised primarily of single-family homes, Western Springs' urban form is emblematic of its character and context within the region. However, changing consumer preferences, market trends, and demographics (regionally and nationally) have increased demand for diverse housing types, as exemplified by the 5600 Wolf Road townhome community proposal. Teska is experienced in tailoring housing recommendations to fit the character of mature, historic communities, and housing stock and demand will be central components of the market assessment portion of phase one of the planning process. This approach will allow for holistic, realistic, and market-driven housing strategies, policies, and recommendations.

## Expanding Transportation Options

Western Springs' history as a railroad community has created an advantageous urban form that provides walkability to residents and transit connectivity to the region. The construction of the Tri-State Tollway in the late 1950s provided an additional layer of regional connectivity for automobiles. Ensuring a safe, connected transportation network within the Village involves a holistic approach to transportation with adequate consideration for people, automobiles, bicycles, and transit riders.

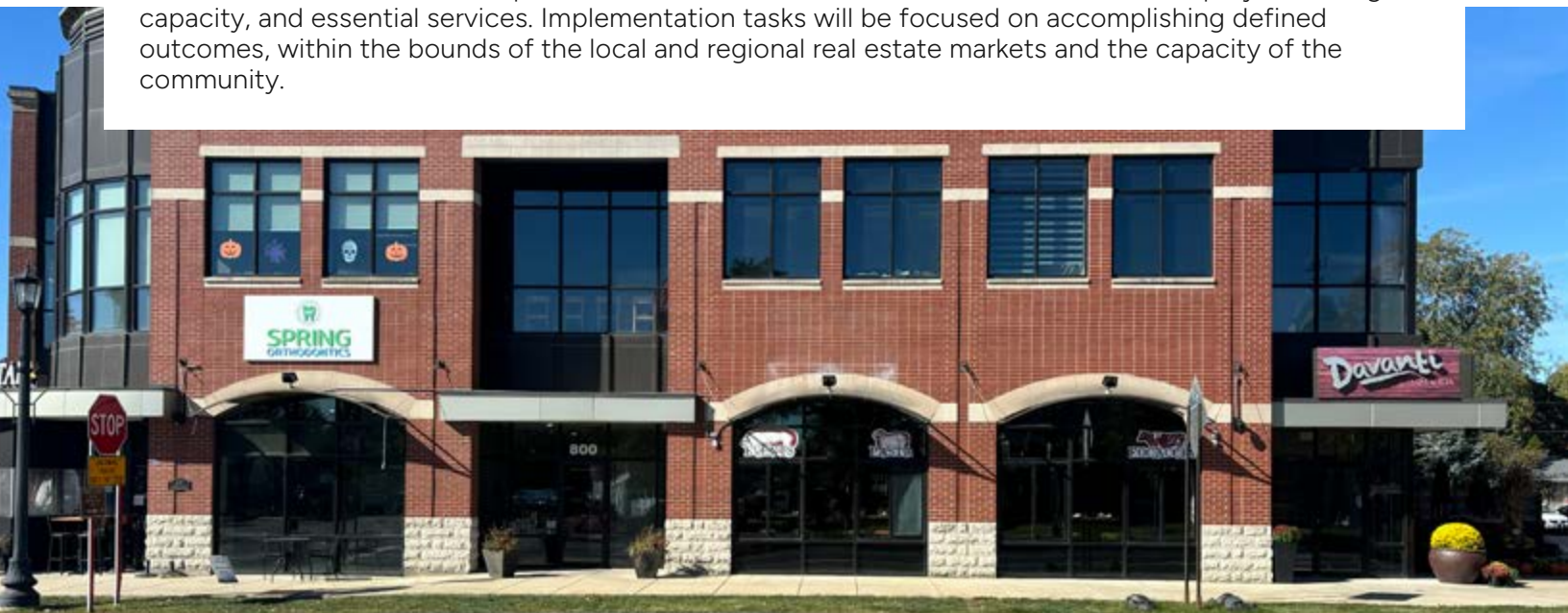
Baxter & Woodman, who will support Teska in the multimodal analysis and planning portion of the comprehensive plan, has extensive experience in transportation planning across the region and has completed several engineering projects for the Village of Western Springs. As part of this effort, Teska and Baxter & Woodman will approach transportation planning in a manner that supports land use, economic development, and sustainability goals.

## Land Use & Development

Teska is experienced with land use planning in mature communities. Our approach is always focused on finding the right balance between accommodating opportunities for economic development while also retaining existing neighborhoods and preserving the aspects of Western Springs that attracted current residents and businesses in the first place. Future land use planning is informed by Teska's understand of community expectations, community engagement, and best planning practices for quality development. We will build a land use strategy based on the community's priorities and establish criteria that can be used for decision-making: for example, defining questions that must be answered affirmatively in order to allow certain uses and scales in key areas.

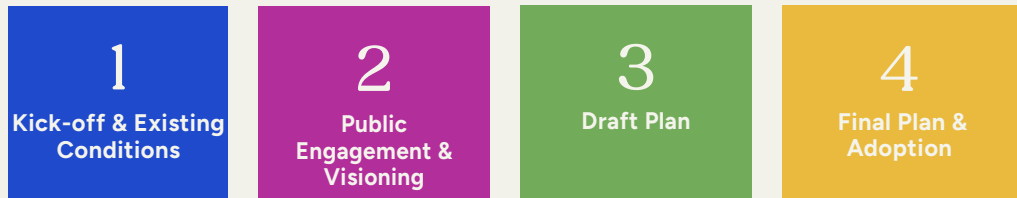
## Implementation-Focused

The course for a community to follow in reaching its goal must be more than a "to do" list chart at the end of a plan. Teska staff have a depth of experience working for and with municipalities and we understand that successful implementation is a balance between numerous interests, projects, budget capacity, and essential services. Implementation tasks will be focused on accomplishing defined outcomes, within the bounds of the local and regional real estate markets and the capacity of the community.



# Scope of Work

## Phases at a Glance



### Phase 1: Kick-off & Existing Conditions

**Duration:** Four months

An implementable, effective, and tailored comprehensive plan requires a sound foundation of data, input, and community priorities. Phase 1 of the Western Springs Comprehensive Plan will focus on expanding the team's present experience in and knowledge of the Village. Teska's previous work within the Village will allow for cost savings and efficiencies during this process, affording the planning team an opportunity to dig deeper into the data and better focus discussions with stakeholders and committees.

This will establish an updated understanding of Western Springs and acquire information to develop the plan. This includes information related to land uses, real estate markets, development and transportation trends, infrastructure capacity, Village policies from past plans, etc. It will also include a reasonable projection of community needs over the implementation period of the plan to ensure Western Springs is planning realistically for its future.

#### **Task 1.1: Kick-off Meeting with Staff**

Conduct project kickoff and community tour. Establish protocols for meetings and communications. Assist in Steering Committee selection. Discuss preferred engagement strategies, current challenges and opportunities, data expectations and needs, scheduling, project management.

#### **Task 1.2: Kick-off meeting with Steering Committee**

Facilitate a meeting with Comprehensive Plan Steering Committee to review scope of services and the comprehensive plan update objectives. The primary purpose of the meeting will be to workshop with the group about the Village's past, present, and future, seeking initial input from the Committee to inform subsequent plan steps.

#### **Task 1.3: Public Engagement Plan**

Customize a public engagement program to Western Springs that outlines communications and outreach activities, timing, events, and individuals/groups to involve throughout the process. The plan will be reviewed and refined with Village staff.

### Task 1.4: Existing Conditions Report

Prepare presentation summary of team's analysis of existing conditions with key findings and questions to answer in the plan update. Draft shared with Village staff and revised as needed. Topics to be included:

- **Existing Village plans:** Review existing studies, and ordinances.
- **Demographics and market data:** Evaluate Census, Esri Business Analyst, and Moody's Commercial Real Estate data to identify demographic and market trends. See Task 1.5: Market Assessment for additional information on market components.
- **Environment & Sustainability:** Collect existing natural resources and features, tree canopy coverage, flood susceptibility, and inventory of existing Village sustainability programs.
- **Housing:** Assess the age, structural, value and occupancy characteristics of existing housing stock, within the Village's distinct neighborhoods.
- **Land Use & Community Design:** Compile existing land use, vacant land and opportunity sites, existing development regulations, physical conditions using Nearmap aerial imagery to understand neighborhood design, building and siting characteristics, off-street parking areas, and commercial districts. Institutional sights will be inventoried.
- **Open Space:** Review environmental, community facilities, and open space information, review of Park District facilities and plans.
- **Transportation:** Consider transit ridership and regional plans, roadway performance, bike/pedestrian access conditions, crash records from IDOT and results of the Village's newly approved Comprehensive Capital improvement Plan.

### Task 1.5: Market Assessment

Build on existing quantitative and qualitative findings from the Downtown Market Assessment and refresh data related to commercial, residential, and office market data (trends, age distribution, educational levels, income levels, employment characteristics, major employers, retail and office market trends, competitive commercial districts, analysis of retail spending power to attract investment). Develop understanding of Village wide and business district market potentials and types of businesses most appropriate for those areas, based on data evaluation.

## Building on Market Knowledge

Teska understands that a market assessment is more than just charts and tables, but it is a process that involves both quantitative data and qualitative sentiments. As part of the market assessment for Western Springs' downtown, Teska analyzed parking regulations in and around the Village's central district to determine its role in supporting downtown businesses (pictured at right). This holistic approach to markets and development will be the standard for analysis of other business districts in Western Springs.



**Task 1.6: Steering Committee Meeting #2**

Present Existing Conditions Report to Steering Committee and solicit feedback for revisions prior to posting to website for public comment. Report includes preliminary goals, objective, and vision statement to focus plan making tasks. Facilitate interactive activity to develop community vision.

**Task 1.7: Village Board Update**

Present findings of data analysis and initial public engagement to Village Board and receive their feedback. Other Village boards and commissions are invited to participate.

**Phase 1 Deliverables**

**Public Engagement Plan**

**Steering Committee 1 & 2 Materials**

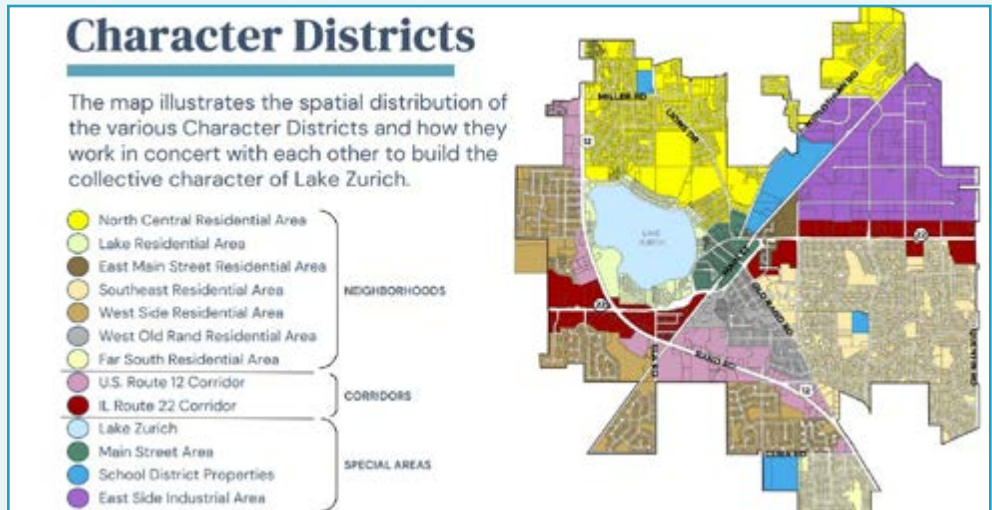
**Existing Conditions Report**

**Market Assessment**

**Existing Conditions Data Visualization**

Our team will develop clear, accessible maps and graphics to illustrate complex findings from the existing conditions analysis. These easy-to-digest visuals will spark conversation, deepen understanding, and ensure that plan recommendations for Western Springs are not only data-driven, but also transparent and approachable for all who engage with the planning process.

*Pictured at right: selections from Lake Zurich Comprehensive Plan's Community Conditions Report*



## Phase 2: Public Engagement & Visioning

**Duration:** Four months (Visioning), Twelve months (ongoing community engagement)

Though engagement is the second phase of the proposed scope, all of Teska's plans incorporate engagement opportunities at every stage from the project kick-off to the final adoption. Initial engagement activities (visioning) will be focused on developing a consensus-based Village-wide vision based on community values and aspirations, the quintessential traits of Western Springs, and the bounds of practical development and market feasibility. This vision will serve as a north star to guide future planning, design, and policy recommendations.

Documents throughout the process, such as the Existing Conditions Report, Preliminary Recommendations, and Draft Plans, will serve as project milestones, allowing the public to follow the process and providing transparency. Community input will be solicited at each milestone in various forms, including open houses, an online survey, and the other in-person and online forms of engagement. A plan website will be maintained throughout the process as a "one-stop shop" for residents to learn about the process, share ideas 24/7 on a comment map and/or ideas wall, and stay updated by subscribing to the website. Maintaining these ongoing lines of communication will ensure community voices are heard, helping build community ownership of the process and the ultimate plan.

### Task 2.1: Project Branding

Develop unique project brand to identify the plan and process. Print project postcards for distribution across the Village to spread the word about the planning process.

### Task 2.2: Stakeholder Interviews

Work with Village officials to identify a broad cross-section of stakeholders consisting of Village residents, businesspeople, leaders, and partner governmental institutions and agencies. Schedule and conduct group interviews with participants based around their relationship to the Village.

### Task 2.3: Project Website

Create project website that incorporates the project brand. The project website will include key engagement tools, including a comment map and ideas wall. The website will include pages for frequently asked questions and background information, relevant planning documents and interim files throughout the process, and a "News" page that will be regularly updated as project milestones are reached or as engagement opportunities are announced.

## Interactive Visioning

As part of the custom-built and branded project website, Teska will embed interactive, user-friendly tools to collect meaningful input on topic areas, sub-areas and place-based information.



**Task 2.4: Pop-up**

Coordinate with Village to operate a pop-up table at a community event (such as the French Market) to spread the word about the plan and solicit initial feedback to guide the community vision.

**Task 2.5: Community Open House & Workshop**

Schedule and promote an interactive, accessible in-person open house. Present Phase 1 findings (including feedback and data) to develop a community vision. Held early in planning process, input will inform development of a plan vision for the future.

As part of the open house, we also propose a “village building” activity targeting the Wolf Road/55th Street and Gilberts/Willow Springs subarea (downtown opportunity sites can also be included, should the Village desire), allowing residents to place desired land uses on basemaps in an engaging, real-life version of the game Sim City. See project example below for more information.

**Task 2.6: Draft Plan Open House**

Schedule and promote a second interactive open house (at the end of Phase 3) focused on major preliminary recommendations in the draft plan. Solicit community feedback on the appropriateness of central recommendations and preliminary subarea concept plans.

**Phase 2 Deliverables**

**Project Postcards**

**Pop-up Materials**

**Stakeholder Interview Summary**

**Project Website**

**Open House Materials**

**Democratizing Development Concepts**

As part of our community engagement effort, we will coordinate a “village building” workshop as part of the first community open house. This engaging and interactive activity allows for focused discussion of community land use and development preferences with scale model building blocks. Such an activity may be held on-site at the Garden Market shopping center or other community facility.



## Phase 3: Draft Plan

**Duration:** Five months

Building on findings of data analysis and community visioning process, Phase 3 transforms the community vision into recommended actions through development of an integrated planning framework. Work in this phase will identify redevelopment, housing, and economic development opportunities, suggest how to strengthen Western Springs' distinct identity with design, offer placemaking strategies, and shape a multimodal mobility network. Draft development concepts will be created for subareas identified in the RFP based on economic development potential and alignment with local priorities and markets. Through a series of collaborative work sessions with Village officials, meeting with the Steering Committee, and an engaging community workshop, ideas will be presented and refined into a draft plan.

### Task 3.1: Land Use and Subarea Strategies

Prepare Village-wide and district-specific draft land use recommendations and implementation strategies. District recommendations will focus on the Downtown, Gilbert/Willow Springs and Wolf Road/55th Street subareas. Planning and development criteria for potential infill sites will be developed.

### Task 3.2: Economic Development and Housing Strategies

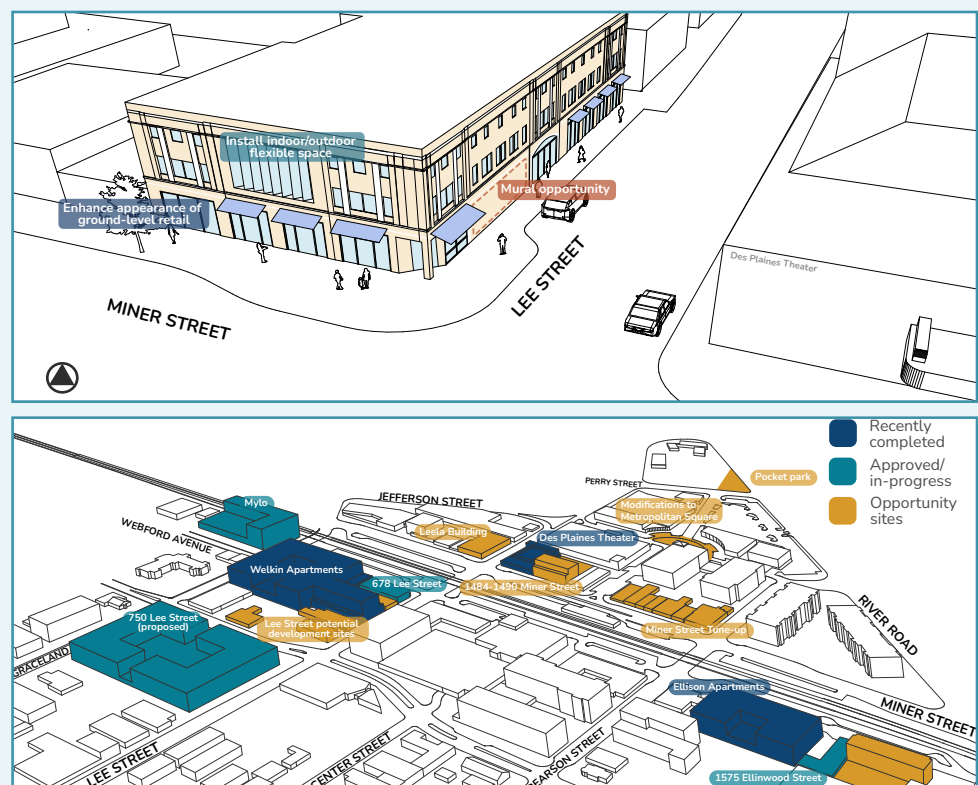
Prepare a series of economic development strategies based on the community vision, real estate market trends and indicators, and community expectations. Special attention will be paid to the enhancement of the downtown area, commercial nodes, and potential redevelopment opportunities at institutional sites. Strategies to achieve Village housing goals, infill development, housing affordability, and diversity of housing stock will be established.

## Advancing Plan Goals Through Site-Specific Recommendations

Teska led development of the Des Plaines Downtown Development Strategy, which focused on developing policies, development and design parameters, and prioritizing financial incentives to spark the reinvestment of key opportunity sites.

The Downtown Development Strategy prioritized retaining and attracting local businesses while fostering mixed-use development that fit the character of the community.

*Pictured at right: Downtown Des Plaines Development Strategy*



**Task 3.3: Community Character Strategies**

Develop initial strategies for the continued enhancement of Western Springs' distinct character, including residential areas, gateways, business districts and open space. Task will also provide recommendations for design guidelines related to multi-family development, residential planned developments, and downtown commercial redevelopment aimed to reinforce the look and feel of the community that has been cultivated over its 150-year history.

**Task 3.4: Multimodal Transportation Strategies**

Identify key locations in the Village to improve multimodal transportation access and connectivity. Policies and treatments to facilitate a safe transportation network for all ages and abilities will be created as part of this task.

**Task 3.5: Environmental and Sustainability Strategies**

Analyze efficacy of existing Village sustainability efforts and policies and set forth preliminary recommendations to prioritize existing policies and recommend others.

**Task 3.6: Draft Recommendations Report**

Prepare a draft recommendation report outlining key plan strategies outlined in tasks 3.1-3.5. Recommendations will be workshopped with Village staff prior to being reviewed with the Steering Committee and at the second community open house.

**Task 3.7: Steering Committee Meeting #3**

Present Draft Recommendations Report to Steering Committee and conduct interactive consensus-building activity.

**Task 3.8: Village Board Update**

Present Draft Recommendation to Village Board and receive their feedback. Other Village boards and commissions invited to participate.

**Phase 3 Deliverables**

**Draft Recommendations Report**

**Steering Committee Meeting 3 Materials**



## Phase 4: Final Plan & Adoption

**Duration:** Two months

Feedback from the Steering Committee and Second Open House will be incorporated into a final, formatted plan document for the Village. This document will be reviewed by staff and the Steering Committee before being presented to the community for their review and comment. The plan document will then be presented to the Plan Commission at a public hearing for recommendation to the Village Board for adoption.

### **Task 4.1: Initial Plan Document**

Compile all findings and recommendations in to a formatted, accessible, and graphically-engaging plan document. Draft will be provided for staff review prior to being reviewed with the Steering Committee.

### **Task 4.2: Steering Committee Meeting #4**

Present key plan contents and discuss refinement ahead of public hearing.

### **Task 4.3: Plan Commission Public Hearing**

Present revised plan (incorporating staff, Steering Committee, and public feedback) to Plan Commission for recommendation to Village Board. (Consultant will be available for two meetings)

### **Task 4.4: Village Board Adoption**

Present final plan to the Village Board of Trustees for adoption.

### **Task 4.5: File Transfer**

Provide final plan as electronic document (PDF and Word formats) to Village, as well as all relevant data and interim documents.

### **OPTIONAL TASK: Online Plan (via StoryMaps)**

Develop and host online, interactive version of the plan.

## Phase 4 Deliverables

**Electronic Plan Document**

**Relevant Plan Data and Documents**

**Steering Committee #4 Materials**

Tasked with a creating an engaging, interactive, and user-friendly plan, Teska developed an online plan in tandem with a traditional print plan for Glencoe. This online format also allows for flexibility in promoting key aspects of the plan and implementation efforts. **[Click here](#)** to view the online plan or scan the QR code below.



# Project Timeline

We propose a 12-month timeline to complete the scope of work. Our approach is structured for steady progress, with regular bi-monthly check-ins with staff to ensure transparency, track milestones, and adjust as needed. The timeline is flexible and can be refined in collaboration with the Village, as desired.

PHASE	2026					2026-27
	FEB-MAR	APR-MAY	JUN-JUL	AUG-SEP	OCT-NOV	DEC-JAN
1. Kick-off & Existing Conditions	Project management plan and staff kick-off meeting  SC Kick-Off	Existing Conditions Presentation (SC Meeting #2)  Market Assessment				
2. Public Engagement	Launch project website, stakeholder interviews, pop-up event	Village Board Update #1	Community Open House & Workshop #1	Ongoing outreach, website updates and communications	Community Open House #2	Ongoing outreach, website updates and communications
3. Draft Plan			Vision Development  Draft recommendations and subarea concepts	Preliminary Recommendations Workshop with Staff	Draft Plan  SC Meeting #3: Draft Plan	
5. Draft Plan & Adoption						Plan Document  SC Meeting #4: Plan Refinement  Plan Commission Public Hearing meeting(s)  Village Board Adoption

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# cost proposal

# Project Cost

Our team proposes to prepare the Western Springs Comprehensive Plan for a not to exceed fee of \$100,000, inclusive of all work and expenses. A proposed optional scope task to create and host an online plan is available for an additional cost of \$7,500-\$10,000

PERSONNEL	HOURLY RATE	PHASE 1 HOURS	PHASE 2 HOURS	PHASE 3 HOURS	PHASE 4 HOURS	TOTAL HOURS
<b>TESKA</b>						
<b>Michael Blue</b> , Project Manager	\$180	20	20	40	25	105
<b>Jodi Mariano</b> , Design Lead	\$180	-	-	12	6	18
<b>Andrew Dunham</b> , Planning Lead	\$130	60	76	100	50	286
<b>Kameria Nichols-Hazziez</b> , Economic Development Specialist	\$125	24	-	8	-	32
<b>Emma Swanson</b> , Project Planner	\$130	12	50	40	20	122
<b>Scott Goldstein</b> , Economic Development Specialist	\$180	4	-	8	4	16
<b>Danny O'Brian</b> , Land Planner	\$160	-	-	12	6	18
<b>BAXTER &amp; WOODMAN</b>						
<b>Jonathan B. Trent</b> , Project Manager	\$245	9	-	16	4	29
<b>Jackson Marvel</b> , GIS/Urban Planner	\$150	14	-	4	8	26
<b>TOTAL HOURS BY PHASE</b>		<b>143</b>	<b>146</b>	<b>240</b>	<b>123</b>	<b>652</b>
<b>TOTAL COST BY PHASE (including additional expenses)</b>		<b>\$21,015</b>	<b>\$21,400</b>	<b>\$38,840</b>	<b>\$18,745</b>	<b>\$100,000</b>

ADDITIONAL EXPENSES BY PHASE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	TOTAL
<b>Additional Expenses:</b>	<b>\$330</b>	<b>\$1,800</b>	<b>\$500</b>	<b>\$455</b>	<b>\$1,465</b>
<b>TOTAL PROJECT COST: \$100,000</b>					

**Optional Task: Interactive Online Plan (\$7,500-\$10,000)**

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# additional information

# Project Examples

Click on the below graphics to view completed past plans.



LAKE BLUFF COMPREHENSIVE PLAN



ALL IN, GLENCOE COMPREHENSIVE PLAN



LA GRANGE FORWARD COMPREHENSIVE PLAN



LAKE IN THE HILLS COMPREHENSIVE PLAN

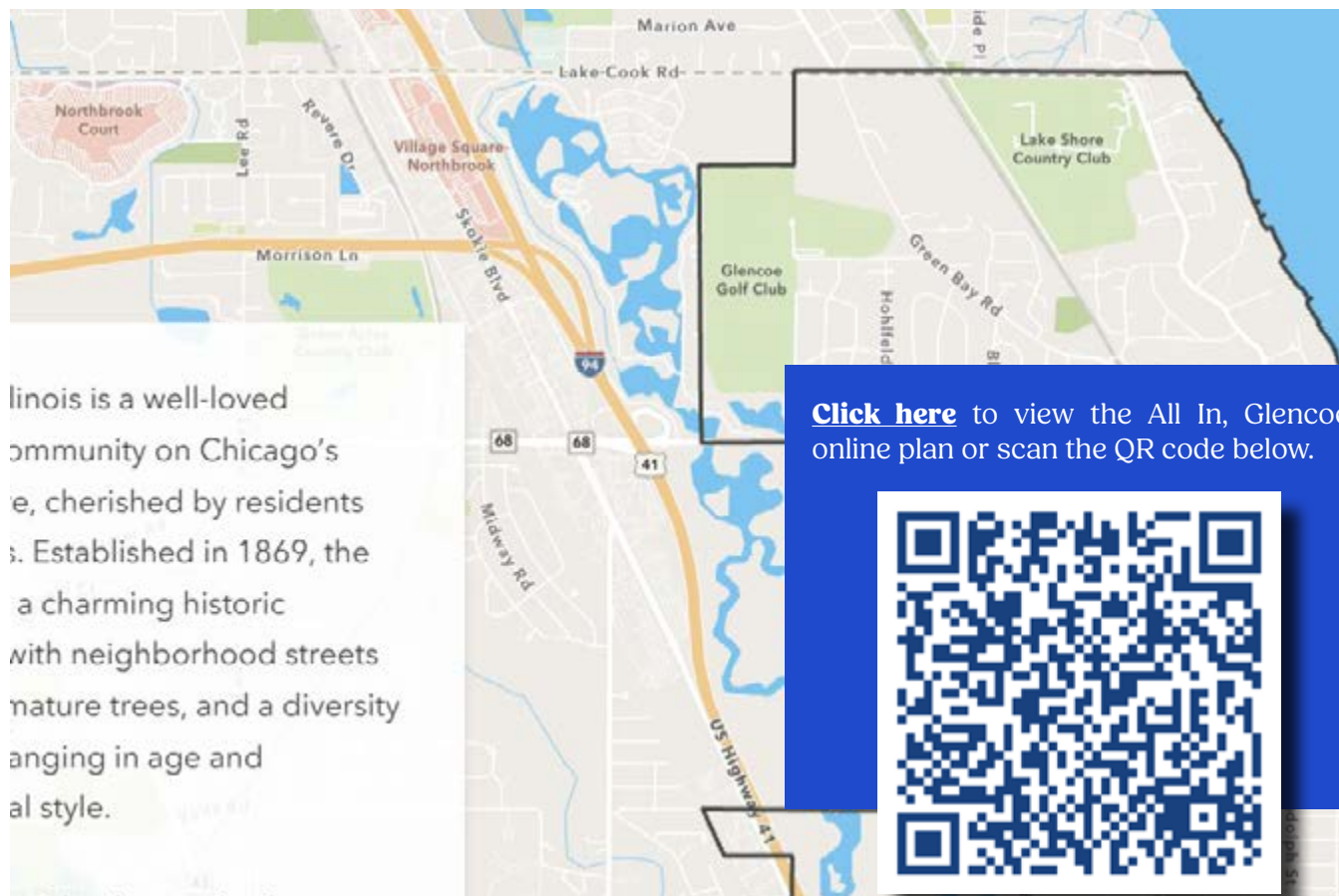
# Beyond the Print Plan

Utilizing the Village's existing StoryMaps interface as a hosting service, we propose an optional task of an online plan document.

In addition to the final, fully formatted version of the comprehensive plan document, the Village may wish to consider also having a web-based version. Teska can, as an optional task, translate a condensed version of comprehensive plan into a web-based deliverable via ArcGIS StoryMaps.

This would allow for easy navigation across summarized plan chapters, hyperlinks to other online resources, interactive maps that can be zoomed in and out, image embeds, greater accessibility via online translating or screen readers, and easier updates by Village staff. Furthermore, the Village is already an ArcGIS Online/StoryMaps user, with several planning and community development resources available to the public in this format.

Ultimately, a version of the plan that functions as a website can be more approachable and user-friendly than a lengthy PDF or print document (this option would include an editable summary text and PDF document to keep on file). See the **All In, Glencoe Comprehensive Plan** example on the previous page or scan the below QR code.



Illinois is a well-loved community on Chicago's north shore, cherished by residents for its history. Established in 1869, the village has a charming historic character with neighborhood streets, mature trees, and a diversity of housing ranging in age and architectural style.

[Click here](#) to view the All In, Glencoe online plan or scan the QR code below.



## contact

**Michael Blue, FAICP**

Vice President of Planning · Teska

[mblue@teskaassociates.com](mailto:mblue@teskaassociates.com)

(847) 563-9722 direct

**Teska Associates, Inc.**

Building Community, Creating Place

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



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

#### **AGENDA ITEM 9.A.**

**To:** Board of Trustees

**From:** Ronald Derengowski, Water Plant Superintendent

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

**RE:** (Discussion only) Vendor Contract with Wigen Water Technologies for the Supply and Installation of the Replacement of Reverse Osmosis Membranes

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#### **Recommendation**

The Public Works and Water Committee reviewed this item at their meeting on January 8, 2026 and recommended the approval of a vendor contract with Wigen Water Technologies for the supply and installation of the replacement of Reverse Osmosis (RO) Membranes for an amount not to exceed \$261,945.50.

#### **Summary**

Over the past three years, the rejection and recovery of the membranes on the reverse osmosis skids that treat Wells #3 and #4 have significantly decreased. An assessment of the Water Plant equipment by Carollo has also demonstrated a need to replace the membranes to enhance the efficiency and reliability of the treatment process.

On November 13, 2025, the Village published a Request for Proposals (RFP) for the supply and labor for the removal of the existing failing membranes and installation of new membranes. As part of the proposal, the Village requested a letter of interest, certification that the respondent is qualified to perform the work, relevant experience, information about the organization/company, and pricing for the labor, travel, and items. As this was not a formal bid, the awarding was not based on the pricing alone.

On December 4, 2025, the Village received a total of (5) proposals. While all respondents met the initial submission criteria, Custom Filtration Solutions LLC advised they would not be able to take on the required engineering liability due to the size of their organization and subcontractor. Of the four remaining, Wigen Water Technologies confirmed they have the material readily available to begin mobilizing upon awarding of the project, and can complete the project, including testing of the membranes, within 14 working days. Wigen Water Technologies performed the initial replacement of the reverse osmosis membrane cartridges back in 2018.

While Process Solutions, Inc. came in at the lowest price, the savings came primarily through the line item for labor costs. Upon discussion with a representative from the company, the

costs did not reflect the payment of prevailing wage rates. This is required for all public works projects in Illinois. In addition, the replacement of the membranes would not occur until late March or early April. If we were to wait until springtime to do this work, we would incur additional cost for the chemicals needed to perform multiple clean-in-place maintenance of the existing membranes before Process Solutions, Inc. could execute the work.

Staff recommends Wigen Water Technologies. The Village has budgeted \$260,000 for the project. Municipal Services does not anticipate a budget amendment at this point in time as there will be savings in the pre-membrane cartridges line item in this same fund.

**Financial Impact**

Account      4302510 55352  
Fund          Water Fund  
2026 Budget   \$260,000.00  
Project Cost   \$261,945.50.

**Recommended Motion**

I move to approve a vendor contract with Wigen Water Technologies for the supply and installation of the replacement of Reverse Osmosis (RO) Membranes for an amount not to exceed \$261,945.50.

**Strategic Plan Alignment**

Infrastructure Improvements

**File Attachments**

- 1. 2026 RO Membrane Pricing Comparison
- 2. Wigen Water Technologies Proposal

	H2O Innovation	Wigen Water Technologies	Custom Filtration Solutions LLC		Anchor Heavy Civil	Process Solutions Inc.	
Description	Extended Price	Extended Price	Extended Price (Membrane Supply Only)	Extended Price (RO Membrane Elements)	Extended Price	Extended Price	Extended Price - Alternate (Filmtec)
Toray TMH20A-400C 8" x 40" or LG BW-MOST (Active Membrane Area 400 ft² (37 m²))	\$ 195,570.00	\$ 178,080.00	\$ 179,444.22	\$ 195,344.22	\$ 235,050.00	\$ 159,000.00	\$ 194,755.00
Estimated Service Labor	\$ 89,798.00	\$ 67,200.00	\$ 48,910.00	\$ 48,910.00	\$ 53,760.00	\$ 14,400.00	\$ -
Estimated Travel Expenses	\$ 38,623.00	\$ 14,860.00	\$ 8,160.00	\$ 8,160.00	\$ -	\$ 4,640.00	\$ -
Mobilization Fees	\$ 36,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Freight			\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ -
<b>Total RO Skid 3 &amp; 4</b>	<b>\$ 359,991.00</b>	<b>\$ 260,140.00</b>	<b>\$ 240,014.22</b>	<b>\$ 255,914.22</b>	<b>\$ 288,810.00</b>	<b>\$ 178,040.00</b>	<b>\$ 194,755.00</b>
<b>Alternate Parts</b>	<b>Extended Price</b>	<b>Extended Price</b>	<b>Extended Price</b>	<b>Extended Price</b>	<b>Extended Price</b>	<b>Extended Price</b>	<b>Extended Price</b>
Spare Head Seals	\$ 72.50	\$ 593.50	\$ 848.30	\$ 848.30	\$ 1,000	\$ 500	\$ -
Spare Adapter Seals	\$ 580.00	\$ 108.00	\$ -	\$ -	\$ 1,000	\$ 60	\$ -
Spare Permeate Port Seals	\$ 6,520.00	\$ 108.00	\$ 102.20	\$ 102.20	\$ 1,000	\$ 60	\$ -
Spare Membrane Adapters	\$ 72.50	\$ 996.00	\$ 1,799.60	\$ 1,799.60	\$ 1,000	\$ 1,300	\$ -
<b>Total Alternate Parts</b>	<b>\$ 7,245.00</b>	<b>\$ 1,805.50</b>	<b>\$ 2,750.10</b>	<b>\$ 2,750.10</b>	<b>\$ 4,000</b>	<b>\$ 1,920</b>	<b>\$ -</b>
<b>Total Including Parts</b>	<b>\$ 367,236.00</b>	<b>\$ 261,945.50</b>	<b>\$ 242,764.32</b>	<b>\$ 258,664.32</b>	<b>\$ 292,810.00</b>	<b>\$ 179,960.00</b>	<b>\$ 194,755.00</b>

## The Village of Western Springs



### Request for Proposals (RFP) Reverse Osmosis Membrane Replacement

RFP Issued: Thursday, November 13, 2025

Response Due: 10:00 A.M on Thursday, December 4, 2025

The Village of Western Springs, Illinois (“Requestor”) is issuing a Request for Proposals (“RFP”) for qualified firms to submit responsive proposals to furnish and replace membranes on reverse osmosis water treatment equipment.

In order to have your firm’s Proposal considered, it must be submitted in a sealed envelope containing:

- A copy of the Organization’s Proposals, Letter of Interest, and the Contractor’s Qualifications

The sealed envelope shall be plainly marked:

Reverse Osmosis Membrane Replacement  
Attn: Diana Puga  
Village of Western Springs  
740 Hillgrove Avenue,  
Western Springs, Illinois 60558  
Submitted by: *Wigen Water Technologies*

The Proposal must be received at the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558, **no later than 10:00 A.M., December 4, 2025 (“Submittal Deadline”)**. The Proposal may be submitted by mail, delivery service, or in person. Faxed or emailed Proposals will not be accepted. In-person deliveries will only be accepted at Village Hall during the Village’s current hours of operation. Any Proposal received after the Submittal Deadline closing time and date will not be considered.

**SCHEDULE OF PRICES – RO Skids**

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

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

***Well #3 RO Skid***

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Extended Price</u>
Toray TMH20A-400C 8" x 40" or LG BW-MOST (Active Membrane Area 400 ft <sup>2</sup> (37 m <sup>2</sup> ))	<u>168</u>	<u>\$560.00/ea.</u>	<u>\$94,080.00</u>
Estimated Service Labor*	<u>144</u>	<u>\$240.00/hr.</u>	<u>\$ 34,560.00</u>

***Well #4 RO Skid***

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Extended Price</u>
Toray TMH20A-400C 8" x 40" or LG BW-MOST (Active Membrane Area 400 ft <sup>2</sup> (37 m <sup>2</sup> ))	<u>150</u>	<u>\$ 560.00/ea.</u>	<u>\$84,000.00</u>
Estimated Service Labor*	<u>136</u>	<u>\$ 240.00/hr.</u>	<u>\$32,640.00</u>

Estimated Travel Expenses (Both Skids)**	1	<u>\$ 14,860.00</u>	<u>\$ 14,860.00</u>
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Total (RO Skid 3 & 4)    \$260,140.00

**ALTERNATE BID ITEMS**

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Extended Price</u>
Spare Head Seals	10	<u>\$ 59.35 ea.</u>	<u>\$ 593.50</u>
Spare Adapter Seals	10	<u>\$ 10.80 ea.</u>	<u>\$ 108.00</u>
Spare Permeate Port Seals	10	<u>\$ 10.80 ea.</u>	<u>\$ 108.00</u>
Spare Membrane Adapters	10	<u>\$ 99.60</u>	<u>\$ 996.00</u>
Total \$			<u>1,805.50</u>

\*For Service Labor, please include in the proposal number of technicians, site hours, and travel hours

\*\*For Estimated Travel Expenses – please include air fare, ground transportation, lodging, per diems for all technicians

(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.

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.

- 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

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

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 24, 2025



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## **PROPOSAL FOR Village of Western Springs, IL**

**Submitted by:**  
Mark Roufs  
Aftermarket Sales Manager  
952-208-1276  
Mark.roufs@wigen.com

**Bid Date:**  
11/24/2025

**Proposal No:**  
S-2509-0042C

4201 Norex Drive, Ste. 100 • Chaska, MN 55318 USA  
T: (952) 448-4884 • TF: (800) 240-3330 • F: (952) 448-4886 • W: WIGEN.COM





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## 1.0 INTRODUCTION – LETTER OF INTEREST

Wigen Water Technologies (Wigen) is issuing this Letter of Interest and is pleased to provide this proposal to replace the membranes in Well #3 and Well #4 Reverse Osmosis Skids for the Village of Western Springs, IL. Wigen has reviewed the Request for Proposal and understands the scope of work and terms.

***Exceptions/exclusions and Terms and Conditions are provided at the end of this document.***

If you have any questions about this proposal, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Roufs".

Mark Roufs  
Aftermarket Sales Manager

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## 3.0 SCOPE OF SUPPLY

### 3.1 REVERSE OSMOSIS MEMBRANE REPLACEMENT - Well #3 RO Skid

<b>Membrane Elements</b>	
Membrane Quantity	168 Elements
Manufacturer/Model	Toray TMH20A-400C
Type	Polyamide, Thin Film Composite
Manufacturer's Element Warranty	One (1) Year Limited Warranty
<b>Membrane Pressure Vessels</b>	
Vessel Quantity	24; 16:8 Array
Manufacturer/Model	Protec Model PRO-8-300 -7, 7-Long; 8"
Vessel Construction	FRP, 300 psi
<b>Scope of Work</b>	
Remove existing RO elements from Well #3 RO Skid	
Dispose of existing membranes on site. Disposal means (i.e. Dumpster) provided by others	
Install replacement membranes and restart RO skid	

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## 4.0 PRICING

Pricing for the equipment and services as described in this proposal is provided below.

Prices are in US dollars.

### 4.1 REVERSE OSMOSIS MEMBRANE REPLACEMENT - Well #3 RO Skid

ITEM #	DESCRIPTION	QTY.	RATE	TOTAL
1	Toray TMH20A-400C Ultra Low-Pressure Brackish Water RO Membrane Element, 8" x 40"	168	\$560.00 ea.	\$94,080.00
2	Service Labor - labor to remove and install RO membranes Includes: Wigen Field Service Team (4 technicians) - (20) site hours and (16) travel hours each	144	\$240.00/hr.	\$34,560.00
3	Estimated Travel Expenses Includes: air fare, ground transportation, lodging, per diem	1	\$7,430.00	\$7,430.00
<b>SUBTOTAL</b>				\$136,070.00
<b>Sales Tax</b>				TBD
<b>TOTAL</b>				\$136,070.00
NOTES: <ul style="list-style-type: none"> <li>• Excludes freight/shipping &amp; handling</li> <li>• Delivery - provided at placement of order</li> <li>• Payment terms – Net 30</li> </ul>				

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## 5.0 CLARIFICATIONS & EXCLUSIONS

- Pricing excludes any applicable taxes or tariffs.
- Pricing excludes shipping & handling.
- Pricing excludes performance bond, if required.
- Offloading & staging of materials by others.
- Disposal means by others (i.e. Dumpsters)
- After-hours labor excluded.
- Pricing valid for 30 days from bid date.
- Additional parts or services are excluded.
- Unforeseen conditions excluded.

## 6.0 TERMS AND CONDITIONS

### General Terms and Conditions

#### 9S-10-P-WIGEN WATER TECHNOLOGIES: SERVICE TERMS AND CONDITIONS

**1.0 TERMS.** Subject to the terms and conditions (“Agreement”) herein, Wigen Water Technologies (“Wigen”) has agreed to sell to the buyer identified in Wigen’s quote (hereafter, “Buyer”) (individually, each a “Party” and collectively the “Parties”), and Buyer has agreed to buy from Wigen those certain services (“Services”) and products (“Products”), if any, set forth in Wigen’s quote and/or proposal or such other similar document (collectively, the “Quote”), which Quote is expressly incorporated herein. The number of hours for Service shall be those set forth in the Quote.

**2.0 PURCHASE PRICE/TERMS OF PAYMENT.** The price for the Products and Services (“Purchase Price”) is stated in the Quote, absent typographic or other errors, which are subject to correction. Applicable sales tax, shipping costs, and handling fees will be added to final invoice. In the event USImposed tariffs or import taxes or import fees are applied to Products desired for or needed for fulfillment of the Quote, Buyer agrees to pay Wigen such additional costs, if any, on a documented, pass-through basis. Both Parties may propose changes to the scope of supply; no proposed changes will be acceptable until agreed to by both Parties in writing, which both Parties agree in good faith to negotiate. Unless otherwise provided, payment is due in US dollars within 30 days from invoice date. Payment shall be made by ACH or bank wire or as otherwise agreed. Where applicable, when Products are placed at the disposal of the Buyer or the end-user of the Products (“Owner”) ready for unloading, delivery shall be deemed to have occurred, and invoices “due upon delivery” of Products shall be due 30 days thereafter. Any undisputed amounts not paid when due will be subject to interest computed at a rate equal to 1.5% per month or the highest rate permissible under law. Undisputed invoices shall be paid regardless of disputes relating to other invoices.

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**11.0 LIMITATION OF REMEDIES.** Neither buyer nor Wigen shall be liable to the other for indirect, incidental, consequential or special damages of any kind, including without limitation, foreseeable business losses, loss of profits, and/ or economic loss. the parties agree that these limitations are agreed allocations of risk and shall survive a determination of any court that any remedy herein fails of its essential purpose.

**12.0 LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCE SHALL WIGEN'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY BUYER.

**13.0 DEFAULT.** In the event of a material default by Buyer, Wigen may, in addition to other available remedies, (a) suspend in transit any shipment; (b) decline further shipments; (c) postpone further performance until such default is corrected; (d) cancel this Agreement/Quote; and (e) declare all amounts owed by Buyer payable immediately.

**14.0 INDEMNITY.** Buyer shall defend, hold harmless, and indemnify Wigen from and against any and all claims, along with all damages and expenses (including reasonable attorneys' fees) related to or in connection with (i) any defect or failure of the Products (including any software code related thereto) not due to the fault of Wigen; (ii) any alleged or actual breach of this Agreement by Buyer and/or Buyer's agents, and/or (ii) any negligent or intentional acts or omissions of Buyer and/or Buyer's agents.

**15.0 ASSIGNMENT.** Buyer may not assign this Agreement or the Quote without first obtaining Wigen's written consent.

**16.0 CONFIDENTIALITY.** Buyers agree to hold in confidence all confidential information disclosed to it by Wigen and to use such information solely for the purpose of performing its obligations hereunder. Such information includes but is not limited to financial data, technical data (including schematics and designs), computer code, software (including PLC, HMI, and VFD code), technical documentation, and other data Buyer has reason to know or reasonably should know is confidential ("Information"). Buyer may disclose Information to Buyer's agents with a bona fide need to know under this Agreement, provided prior to such disclosure, Buyer informs Buyer's agents of these requirements and obtains from Buyer's agents agreement(s) in writing to be bound by confidentiality terms at least as restrictive as those applicable to Buyer.

**17.0 COMPLIANCE.** Buyer shall, at its expense, comply with all applicable laws and regulations applicable to Buyer and obtain/maintain all governmental approvals applicable to Buyer, if any.

**18.0 GOVERNING LAW AND JURISDICTION.** The laws of Minnesota shall govern this Agreement; any proceeding related to this Agreement shall be in Minnesota state or federal courts.

**19.0 SURVIVAL.** The following sections will survive this Agreement: Intellectual Property Ownership, Limited Warranty, Limitation of Remedies, Limitation of Liabilities, Indemnity, Confidentiality, Governing Law and Jurisdiction, and Survival.

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**3. LIMITATION OF WARRANTIES.** THE WARRANTIES SET FORTH HEREIN SHALL NOT APPLY TO ANY PRODUCTS WHICH HAVE BEEN ALTERED, MODIFIED, INSTALLED, USED, OR MAINTAINED IN A MANNER OTHER THAN AS ORIGINALLY INTENDED OR USED IN A MANNER CONTRARY TO WIGEN'S INSTRUCTIONS AND/OR INSTRUCTION MANUALS OR TO PRODUCTS WHICH SUSTAIN DAMAGE BY REASON OF ACCIDENT, MISUSE, ABUSE, ABNORMAL OPERATING CONDITIONS, OR TO UNAUTHORIZED ALTERATION, SERVICE, OR REPAIR.

**4. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, WIGEN HEREBY DISCLAIMS, AND BUYER HEREBY EXPRESSLY WAIVES ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES SOLD HEREUNDER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY.

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**8.4 – Alternate Bid Items**

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Extended Price</u>
Spare Head Seals	10	\$59.35 ea.	\$593.50
Spare Adapter Seals	10	\$10.80 ea.	\$108.00
Spare Permeate Port Seals	10	\$10.80 ea.	\$108.00
Spare Membrane Adapters	10	\$99.60 ea.	\$996.00
<b><u>Total</u></b>			<b><u>\$1,805.50</u></b>

\*For Service Labor, please include in the proposal number of technicians, site hours, and travel hours - Reference Section 4.1 & 4.2.

\*\*For Estimated Travel Expenses – please include air fare, ground transportation, lodging, per diems for all technicians - Reference Section 4.1 & 4.2.

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## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

#### **AGENDA ITEM 9.B.**

**To:** Board of Trustees

**From:** Ronald Derengowski, Water Plant Superintendent

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

**RE:** (Discussion only) Vendor Contract with Hawkins, Inc. for the 2026 Water Treatment Chemical Supply and Delivery

---

#### **Recommendation**

The Public Works and Water Committee reviewed this item at their meeting on January 8, 2026, and recommended the approval a contract for the 2026 Water Treatment Chemical Supply and Delivery to Hawkins, Inc. for an amount up to \$325,000.00 predicted on the chemicals necessary for finished water production and plant maintenance operations.

#### **Summary**

On November 13, the Village published a Request for Proposals (RFP) for the supply and delivery of chemicals for water treatment. As part of the proposal, the Village requested a letter of interest, relevant experience, information about the organization/company, and pricing for the chemical list or their equivalent.

On December 11, the Village received a total of 5 proposals. Alexander Chemical Corporation, Univar Solutions, and H2O Innovations did not submit pricing for all chemicals required by the Water Treatment Plant for chemical treatments. After reviewing the proposals, the Village determined that Hawkins, Inc., was the only firm to meet all the criteria. Hawkins, Inc., has been the Village's chemical supplier and has consistently provided exceptional service and delivery to the Village. They are a highly reputable vendor.

Univar Solutions had lower prices on two chemicals. The cost savings for these three chemicals under Hawkins pricing would save the Village approximately \$299. This savings is nominal and would not be enough of a cost savings for staff to recommend a separate vendor for purchase of only three chemicals.

Austin Logistics, LLC submitted pricing for all chemicals, but they did not provide any information about their organization/company which was required as part of our RFP.

H2O Innovation provided three alternate chemicals that were priced significantly lower than those specified by the Village. These chemicals would require testing to see their effectiveness before the Village staff could make a recommendation to move to the alternate.

Approximately ten years ago, the water plant staff moved away from one of these alternates to the specified chemical due to its effectiveness.

Alexander Chemical's pricing on two of main treatment chemicals used is significantly lower, however, they are priced for bulk delivery which the Village water plant cannot accommodate.

The Village budgets annually for the supply and delivery of chemicals needed to treat water for distribution. The requested total quantities for the chemicals is the average use, though it varies based on the demand of water and the condition of the water treatment equipment.

**Financial Impact**

Account 4302510 55600  
Fund Water Fund  
2026 Budget \$325,000  
Project Cost As required

**Recommended Motion**

I move to approve a vendor contract for the 2026 Water Treatment Chemical Supply and Delivery to Hawkins, Inc for an amount up to \$325,000.00 for the chemical necessity in finished water production and plant maintenance operations.

**Strategic Plan Alignment**

Infrastructure Improvements

**File Attachments**

1. Hawkins Inc Proposal
2. 2026 Chemical Supply and Delivery Pricing Comparison



**Hawkins, Inc.**

2381 Rosegate, Roseville, MN 55113  
800-328-5460 • www.hawkinsinc.com

**Water Treatment Chemicals, Equipment & Local Service for Safe, Clean Water**

Diana Puga  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558  
**Submitted by: Hawkins Inc**

**Subject: Request for Proposals (RFP) Water Treatment Chemicals Supply & Delivery**

Thank you for the opportunity to submit our response to the RFP for Water Treatment. We are pleased to express our interest and confirm our ability to meet the requirements for supplying water treatment chemicals as specified in the solicitation.

**Understanding of Scope**

We understand that the services to be provided include:

- Supplying the Village with chemicals required for water treatment.
- Delivering chemicals to the Village's Water Treatment Plant on a weekly basis.

Our team is fully prepared to meet these requirements by ensuring timely deliveries, maintaining consistent product quality, and complying with all applicable safety and regulatory standards.

**Terms of Assignment**

We acknowledge that work will be assigned under the terms outlined in the solicitation. Hawkins Inc is committed to providing reliable service, competitive pricing, and responsive support throughout the contract period.

Thank you for considering our interest. We look forward to the opportunity to serve the Village and contribute to the success of its water treatment operations. Please feel free to reach out for any additional information.

**About Us**

Hawkins is a key supplier and distributor for water treatment chemicals and equipment. Founded in 1938, Hawkins has become a widely known and respected chemical distributor. Hawkins serves thousands of businesses and municipalities throughout the Central United States. We employ approximately 1000 people, professional and operational staff, including experienced chemists and engineers, trained technicians and drivers, and customer support specialists. We offer a wide product line of water



## Hawkins, Inc.

2381 Rosegate, Roseville, MN 55113  
800-328-5460 • [www.hawkinsinc.com](http://www.hawkinsinc.com)

treatment chemicals and equipment to customers in 27+ states across much of the U.S.A. We utilize a local route/technician approach in supplying water treatment chemicals and equipment to our customers.

Every site is different, and we provide custom water treatment programs with the proper chemistry tailored to your facility. Our local drivers/technicians are professionally trained to help you optimize your current system.

We provide water treatment chemicals and products for:

- Municipal water treatment
- Municipal wastewater treatment
- Industrial wastewater treatment
- Industrial process water treatment
- Agricultural water treatment

Hawkins local service includes:

- Mini bulk, water treatment chemical delivery
- Local technical support
- Equipment installations
- Laboratory testing
- Individualized water treatment chemical treatment programs

### Our Mission:

To supply quality products and innovative solutions with exceptional service.

### Our Customer Promise:

We will respond quickly to changing customer needs with a focus on safety, technical expertise, and responsible care of the environment and of our community.

### Our Core Values

**Teamwork:** We value passionate, inquisitive employees who have fun and value winning as a team.

**Responsibility:** We will not compromise on safety, quality, our obligations to our communities or protection of the environment.

**Relationships:** We cultivate trusted relationships with suppliers, customers and employees, focusing on the long-term.

**Action-Oriented:** We will be nimble and value action over words.

**Customer Focus:** We are dedicated to the highest level of customer service.



**Hawkins, Inc.**

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800-328-5460 • [www.hawkinsinc.com](http://www.hawkinsinc.com)

**Courage:** We will speak the truth and encourage candor to drive improvement and innovation.

**EXPERIENCE**

City of Joliet  
150 W Jefferson St, Joliet, IL 60432  
Nicholas Gornick  
[ngornick@joliet.gov](mailto:ngornick@joliet.gov)  
815-405-3666  
2017 – current

City of McHenry  
333 S Green St, McHenry, IL 60050  
Russ Ruzicka  
[rruzicka@cimchenry.il.us](mailto:rruzicka@cimchenry.il.us)  
815-363-2198  
2017- current

Village of Antioch  
874 Main St, Antioch, IL 60002  
Joy McCarthy  
[jmccarthy@antioch.il.gov](mailto:jmccarthy@antioch.il.gov)  
847-395-1000 x13  
2017 – current

**Contact for Orders**

Mark Redeker  
2450 W Horner Ave  
University Park IL 60484  
(630) 862-4868  
[mark.redeker@hawkinsinc.com](mailto:mark.redeker@hawkinsinc.com)

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

<u>Chemical</u>	<u>Estimated Quantity</u>	<u>Price Per Qty</u>	<u>Unit Extended Price</u>
Sodium Hydrochlorite	16,500 GAL	\$ <u>2.58</u> (Per Gal)	\$ <u>42,570.00</u>
Sodium Hydroxide 30%	11,000 GAL	\$ <u>3.98</u> (Per Gal)	\$ <u>43,780.00</u>
AWC 102 Ultra	8,0000 GAL	\$ <u>5,371.38</u> (Per Tote)	\$ <u>\$164,640.00</u>
LPC AM	1,000 GAL	\$ <u>13.98</u> (Per Gal)	\$ <u>13,980.00</u>
AWC 234	3 Drums	\$ <u>2,740.10</u> (Per Drum)	\$ <u>8,220.30</u>
AWC 236	2 Drums	\$ <u>2,787.50</u> (Per Drum)	\$ <u>5,575.00</u>
Oxalic Acid	10 Bags	\$ <u>104.17</u> (Per Bag)	\$ <u>1,041.70</u>
Delivery (Weekly)	52 Weeks	\$ <u>N/A</u> (Per Week)	\$ <u>0</u>
Estimated Fuel Costs	52 Weeks	\$ <u>N/A</u> (Per Week)	\$ <u>0</u>
		Total	\$ <u>279,807.00</u>

Please include alternates, volume of containment, and pricing on an additional sheet.

Rider to  
Professional Services Agreement



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416		<b>CONTACT NAME:</b> Centralized Accounts Servicing Team <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> CAST@marshmma.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> NAUTILUS INSURANCE COMPANY	<b>NAIC #</b> 17370
		<b>INSURER B :</b> Aspen Speciality Insurance Company	10717
		<b>INSURER C :</b> Great Divide Insurance Company	25224
		<b>INSURER D :</b> Intact Insurance Company	55555
		<b>INSURER E :</b> American Casualty Company of R	20427
		<b>INSURER F :</b> Transportation Insurance Compa	20494

**COVERAGES** **CERTIFICATE NUMBER:** 162728670 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLP2033069-15	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA 99 48			BAP2033068-16	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Deductible \$ 50,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX2033070-15	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
E E F	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7040063527 7040063575 7040086306 7040086323	9/30/2025 9/30/2025 9/30/2025 9/30/2025	9/30/2026 9/30/2026 9/30/2026 9/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B D	Pollution Liability (Primary) Pollution Liability (Excess) Inland Marine			SSP201587913 EXAFVXW24 790036399	9/30/2024 9/30/2024 12/28/2024	9/30/2027 9/30/2027 12/28/2025	Total Limit with primary and excess Limits \$25,000,000 Occ \$25,000,000 Agg See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Inland Marine - Covered Railcars  
 VTGX 017003 - \$29,748.70  
 VTGX 017376 - \$29,748.70  
 VTGX 017415 - \$29,748.70  
 VTGX 017515 - \$29,748.70

**CERTIFICATE HOLDER****CANCELLATION**

Hawkins Water Treatment Group  
 2381 Rosegate  
 Roseville MN 55113

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>Hawkins Inc</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor                    <input checked="" type="checkbox"/> C corporation                    <input type="checkbox"/> S corporation                    <input type="checkbox"/> Partnership                    <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .                  Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions)             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right; font-size: small;">(Applies to accounts maintained outside the United States.)</p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>2381 Rosegate</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Roseville, MN 55113</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number													
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4	1	-	0										
7	7	1	2										
9	3												

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**      Signature of U.S. person      Date **12/08/2025**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## The Village of Western Springs



### Request for Proposals (RFP) Water Treatment Chemicals Supply & Delivery

RFP Issued: Thursday, November 13, 2025  
Response Due: 10:00 A.M on Thursday, December 11, 2025

The Village of Western Springs, Illinois (“Requestor”) is issuing a Request for Proposals (“RFP”) for qualified firms to submit responsive proposals to supply and deliver chemicals for water treatment.

In order to have your firm’s Proposal considered, it must be submitted in a sealed envelope containing:

- A copy of the organization’s Proposals and letter of interest

The sealed envelope shall be plainly marked:

Water Treatment Chemicals Supply & Delivery

Attn: Diana Puga

Village of Western Springs

740 Hillgrove Avenue,

Western Springs, Illinois 60558

Submitted by: *VENDOR NAME*

The Proposal must be received at the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558, **no later than 10:00 A.M., December 11, 2025 (“Submittal Deadline”)**. The Proposal may be submitted by mail, delivery service, or in person. Faxed or emailed Proposals will not be accepted. In-person deliveries will only be accepted at Village Hall during the Village’s current hours of operation. Any Proposal received after the Submittal Deadline closing time and date will not be considered.

**I. PROJECT OVERVIEW**

The Village is seeking a qualified, vendor to supply and deliver chemicals for water treatment on a weekly basis. The Villages Water Treatment Plant is located at 614 Hillgrove Avenue, Western Springs, IL 60558.

**II. SCOPE OF SERVICES**

The services to be provided will include:

- o Supplying the Village with all chemicals for water treatment
- o Delivery of all chemicals to the Village’s Water Treatment Plant on a weekly basis

**III. SUBMITTAL REQUIREMENTS**

The deadline for submitting proposals is 10:00 A.M. on December 11, 2025. One (1) paper copy of the proposal should be submitted to the individual identified on the cover page of this RFP document.

- a. Letter of Interest including a brief statement of the Respondent’s understanding of the scope of the work to be performed and the terms upon which work may be assigned to the Respondent;
- b. Relevant Experience
  - i. Please include the municipality name, contact, telephone number, e-mail address, and contract(s) year.
- c. Organization Information
- d. Schedule of Prices

**IV. SELECTION PROCESS**

All Responses will first be evaluated to determine if they are complete and meet the requirements specified in this RFP.

Village reserves the right to consider any proposal and to reject any and all proposals if doing so best serves the public interest.

**V. CONTACT INFORMATION**

All questions concerning this Request for Proposals shall be directed to Diana Puga at [dpuga@wsprings.com](mailto:dpuga@wsprings.com).

**VI. ANTICIPATED SCHEDULE**

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

Issue RFP	November 13, 2025
RFP Questions Due	12:00 PM on December 1, 2025
RFP Due Date	10:00 AM on December 11, 2025
Village Board Selection of Qualified, Responsive Respondent(s)	January 2026
Begin Agreement	January 2026

**VII. ADDITIONAL TERMS AND CONDITIONS**

**a. Reserved Rights**

The Village of Western Springs reserves the right to seek clarification of information submitted by any Respondent(s) in response to this RFP and/or to request additional information from the Respondents during the evaluation process.

The Village of Western Springs reserves the right, at any time and for any reason, to cancel this consultant procurement process, to reject any or all Responses, to accept an alternative proposal or to waive any technical compliance issues with the responses.

**b. Incurred Costs**

The Village of Western Springs will not be liable in any way for any costs incurred by consultants in replying to this Request for Proposals or any part of the procurement process.

**c. Compliance**

This RFP process shall be conducted in accordance with the applicable provisions of the Local Government Professional Services Selection Act (50 ILCS 510.01 *et seq.*) and with the Illinois Procurement Code (30 ILCS 500/1 *et seq.*).

**VIII. AGREEMENT PROVISIONS**

**Responsibility of the Vendor**

The selected vendor shall supply and deliver chemicals on a weekly basis for water treatment to the Water Treatment Plant.

**Chemicals**

The Village is seeking the following chemicals or approved alternates:

<b>Chemicals</b>	<b>Current Volume</b>	<b>Expected Annual Quantity</b>
Sodium Hypochlorite	Delivered From Tote	16,500 GAL
Sodium Hydroxide 30%	Delivered From Tote	11,000 GAL
AWC 102 Ultra	Delivered From Tote	8,000 GAL
LPC - AM	Delivered From Tote	1,000 GAL
AWC 234	55 GAL drums	3 Drums
AWC 236	55 GAL Drums	2 Drums
Oxalic Acid	55 LBs per Bag	10 Bags

**Estimates**

The Village reserves the right to increase or decrease the volume of chemicals and does not guarantee specific volumes to be provided under the terms and conditions of this RFP.

**Payment**

Invoices for the work completed shall be submitted to the Village's Accounts Payable. The Local Government Prompt Payment Act (50 ILCS 505/) shall apply to all work performed on behalf of the Agency.

Compliance with Laws and OSHA Standards

The Contractor shall read and abide by all applicable laws, standards, and regulations that apply to the completion of the work, including, but not limited to, IDPH, EPA/IEPA, OSHA, IDOT, COOK COUNTY, MWRD, and IDOL.

Safety

The Contractor shall abide by all safety standards and regulations provided by OSHA.

Guarantee

Neither the final certificate nor payment nor any provision in the Contract Document shall relieve the Contractors responsibility for faulty materials or workmanship. Guarantee: The Contractor shall be responsible for all work under this agreement and shall leave all systems in perfect operating condition. The Contractor shall regulate, replace, and/or repair at his own expense any defective workmanship, material, and/or equipment which may become apparent within one year after date of final acceptance of the work.

Terms

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

**SCHEDULE OF PRICES – CHEMICALS**

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

**Between The Village Of Western Springs And [Contractor/Vendor] For  
[Project/Service]**

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: [Date], 2025

Chemical	Estimated Quantity	Alexander Chemical Corporation		Austin Logistics LLC		Univar Solutions		H2O Innovation*		Hawkins Inc	
		Price Per Qty	Unit Extended Price	Price Per Qty	Unit Extended Price	Price Per Qty	Unit Extended Price	Price Per Qty	Unit Extended Price	Price Per Qty	Unit Extended Price
Sodium Hydrochlorite	16,500 GAL	\$ 1.52 (Per Gal)	\$ 25,080.00	\$ 13.74 (Per Gal)	\$ 226,710.00	\$ 3.15 (Per Gal)	\$ 51,975.00	\$ - (Per Gal)	\$ -	\$ 2.58 (Per Gal)	\$ 42,570.00
Sodium Hydroxide 30%	11,000 GAL	\$ 2.07 (Per Gal)	\$ 22,715.00	\$ 14.95 (Per Gal)	\$ 164,450.00	\$ 3.10 (Per Gal)	\$ 34,100.00	\$ - (Per Gal)	\$ -	\$ 3.98 (Per Gal)	\$ 43,780.00
AWC 102 Ultra	8,0000 GAL	\$ - (Per Tote)	\$ -	\$ 18.43 (Per Tote)	\$ 147,440.00	\$ - (Per Tote)	\$ -	\$ 4,122.25 (Per Tote)	\$ 119,920.00	\$ 5,371.38 (Per Tote)	\$ 164,640.00
LPC AM	1,000 GAL	\$ - (Per Gal)	\$ -	\$ 21.17 (Per Gal)	\$ 21,170.00	\$ - (Per Gal)	\$ -	\$ - (Per Gal)	\$ -	\$ 13.98 (Per Gal)	\$ 13,980.00
AWC 234	3 Drums	\$ - (Per Drum)	\$ -	\$ 2,243.00 (Per Drum)	\$ 6,729.00	\$ - (Per Drum)	\$ -	\$ 1,282.31 (Per Drum)	\$ 3,846.93	\$ 2,740.10 (Per Drum)	\$ 8,220.30
AWC 236	2 Drums	\$ - (Per Drum)	\$ -	\$ 2,185.00 (Per Drum)	\$ 4,370.00	\$ - (Per Drum)	\$ -	\$ 1,640.14 (Per Drum)	\$ 3,280.28	\$ 2,787.50 (Per Drum)	\$ 5,575.00
Oxalic Acid	10 Bags	\$ - (Per Bag)	\$ -	\$ 155.00 (Per Bag)	\$ 1,550.00	\$ 101.76 (Per Bag)	\$ 1,017.60	\$ - (Per Bag)	\$ -	\$ 104.17 (Per Bag)	\$ 1,041.70
Delivery (Weekly)	52 Weeks	\$ - (Per Week)	\$ -	\$ 834.00 (Per Week)	\$ 43,368.00	\$ - (Per Week)	\$ -	\$ - (Per Week)	\$ -	\$ - (Per Week)	\$ -
Estimated Fuel Costs	52 Weeks	\$ - (Per Week)	\$ -	\$ 500.00 (Per Week)	\$ 26,000.00	\$ - (Per Week)	\$ -	\$ - (Per Week)	\$ -	\$ - (Per Week)	\$ -
<b>Total</b>			<b>\$ 47,795.00</b>		<b>\$ 641,787.00</b>		<b>\$ 87,092.60</b>		<b>\$ 127,047.21</b>		<b>\$ 279,807.00</b>

\*Supplier provided alternate chemicals, the pricing is for the alternate, but comparable chemical



# AGENDA ITEM SUMMARY

## BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

### AGENDA ITEM 9.C.

**To:** Board of Trustees

**From:** Diana Puga, Municipal Services Coordinator

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

**RE:** (Discussion only) Vendor Contract with National Power Rodding Corporation for the 2026 Catch Basin & Inlet Cleaning

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### Recommendation

The Public Works and Water Committee reviewed this item at their meeting on January 8, 2026, and recommended the approval of a contract with the lowest cost responsible bidder, National Power Rodding Corp, for catch basin and inlet cleaning services in 2026 for an amount not to exceed \$200,000.00.

### Summary

On December 4, the Village issued a Request for Bids (RFB) for Catch Basin and Inlet Cleaning services. On December 22, the Village received a total of five (5) bids. A summary of the submittals is as follows:

Name	Unit Pricing - Catch Basin	Unit Pricing - Inlet
National Power Rodding, Corp	\$185.00	\$75.00
Hoerr Construction Inc.	\$182.00	\$182.00
Utility Hydrovac Services, Inc.	\$425.00	\$175.00
McVac Hydro Excavating, Inc	\$430.00	\$250.00
Taza Construction	\$3,200.00	\$1,100.00

Based on the results, National Power Rodding Corp. (NPR) submitted the lowest unit price. The Village has previous experience working with NPR on sewer televising projects and staff is confident they will perform the work to the Village's specifications.

The Village currently cleans catch basins and inlets on an as needed or as reported basis. By establishing an annual program, the Village will be able to rotate throughout the town from each contract year, ensuring all areas are thoroughly cleaned. The Village budgeted \$200,000 for an annual cleaning program that will begin in 2026.

### **Financial Impact**

Account Storm  
Fund 4402525 62025  
2026 Budget \$200,000  
Project Cost As required

### **Recommended Motion**

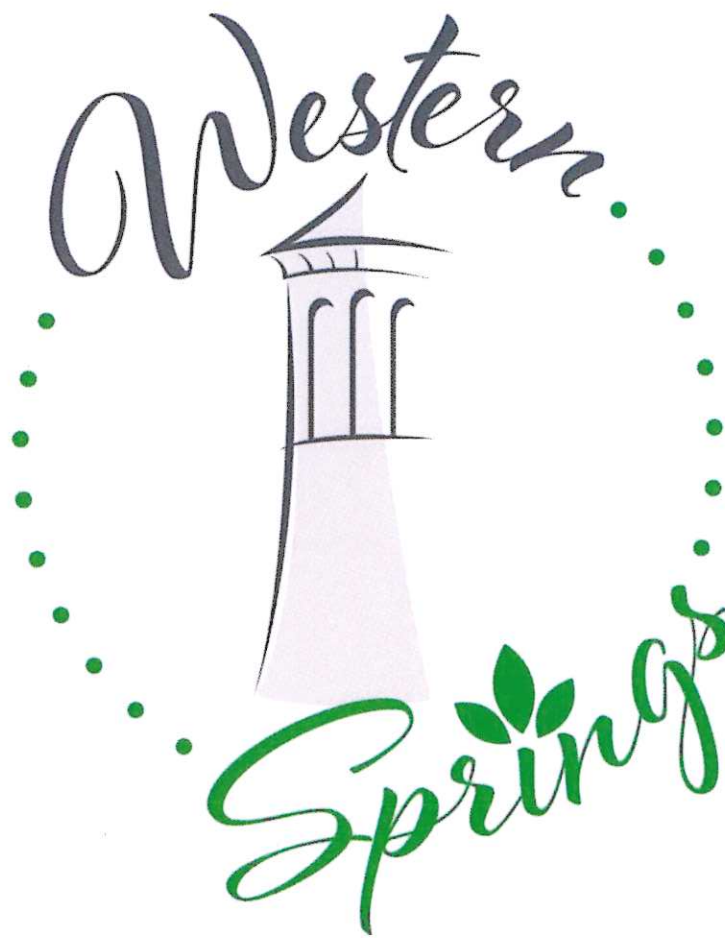
I move to approve a vendor contract with the lowest cost, responsible bidder, National Power Rodding Corp, for catch basin and inlet cleaning Services in 2026 for an amount not to exceed \$200,000.00.

### **Strategic Plan Alignment**

Infrastructure Improvements

### **File Attachments**

1. NPR Bid Submittal
2. 2026 Catch Basin and Inlet Cleaning Bid Tab



CONTRACT REQUIREMENTS FOR

## 2026 CATCH BASIN & INLET CLEANING

DECEMBER 22, 2025  
10:00 A.M. (Prevailing Time)

## Proposal

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

RE: 2026 Catch Basin & Inlet Cleaning RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work on or after February 16, and must be completed within 90 days of work commencing, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security

is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

12/22/25

Date

Proposed Contractor (Bidder)

William T. Kreidler, President

Reid Ruprecht

Witness

Reid W. Ruprecht, Vice President

## **Bid Schedule**

### **Contact Information**

All questions concerning this Request for Bids shall be directed to Diana Puga at dpuga@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2026 Catch Basin & Inlet Cleaning RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

### **Anticipated Bid Schedule**

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


Issue RFB	Thursday, December 4, 2025
RFB Questions Due	12:00 PM on Monday, December 15, 2025
Addendum	12:00 PM Tuesday, December 16, 2025
Bids Due Date	10:00 AM on Monday, December 22
Village Board Selection of Qualified, Responsive Bidder	January 26, 2026
Begin Contract	February 16, 2026

**Schedule of Bid Prices**

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

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

<u>Unit Price</u>	<u>Number of Structures</u>	<u>Unit Extended Price</u>
\$ 185.00 (per Catch Basin)	400 Catch Basins	\$ 74,000.00
\$ 75.00 (per Inlet)	400 Inlets	\$ 30,000.00
	Total Extended Price	\$ 104,000.00

Name of Bidder: National Power Rodding Corp.  
Address: 2500 W Arthington St., Chicago, IL 60612  
Telephone No. 312-666-7700 Fax No. 312-666-5810  
Signature:   
Name and Title: (Please Print) William T. Kreidler, President  
Date: December 22, 2025

**References**

Name of Organization: \*\*\* SEE ATTACHED \*\*\*

Year of Contract: \_\_\_\_\_

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

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Year of Contract: \_\_\_\_\_

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

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Year of Contract: \_\_\_\_\_

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

Telephone No: \_\_\_\_\_

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Name of Organization: \_\_\_\_\_

Year of Contract: \_\_\_\_\_

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

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Year of Contract: \_\_\_\_\_

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

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_



**REFERENCES**

1.	<b>Village of Wilmette</b> 847-853-7660 1200 Wilmette Ave. Wilmette, IL 60091 <b>Catch Basin Cleaning</b>	<b>\$64,500.00</b> <i>Completed</i> 5/2024
2.	<b>Village of Wilmette</b> 847-853-7660 1200 Wilmette Ave. Wilmette, IL 60091 <b>Catch Basin Cleaning; Contract No. 20034</b>	<b>\$60,325.00</b> <i>Completed</i> 06/2023
3.	<b>Village of Lombard</b> 630-620-5740 1051 S Hammerschmidt Lombard, IL 60148 <b>Television Inspection and Recording of Sewers and Manholes Contract #22-875-1S</b>	<b>\$60,000.00</b> <i>Completed</i> 12/2022
4.	<b>City of Elmhurst</b> 630-530-3000 209 N York St. Elmhurst, IL 60126 <b>2022 Inlet Cleaning Program</b>	<b>\$80,000.00</b> <i>Completed</i> 09/2022
5.	<b>Village of Wilmette</b> 847-853-7660 1200 Wilmette Ave. Wilmette, IL 60091 <b>Catch basin and Inlet Cleaning</b>	<b>\$52,000.00</b> <i>Completed</i> 06/2022
6.	<b>City of Elmhurst</b> 630-530-3000 209 N York St. Elmhurst, IL 60126 <b>2021 Inlet Cleaning Program; Project No. 21-45</b>	<b>\$77,900.00</b> <i>Completed</i> 12/2021
7.	<b>Village of Wilmette</b> 847-853-7660 1200 Wilmette Ave. Wilmette, IL 60091 <b>Catch Basin and Inlet Cleaning</b>	<b>\$96,750.00</b> <i>Completed</i> 09/2021
8.	<b>Johnson Paving</b> 847-439-2025 1025 E Addison Court Arlington Heights, IL <b>IDOT No. 62J49, Illinois 25, Elgin</b>	<b>\$24,000.00</b> <i>Completed</i> 08/2021
9.	<b>Village of Lombard</b> 630-620-5740 1051 S Hammerschmidt Lombard, IL 60148 <b>FY2021 Catch basin Cleaning Contract</b>	<b>\$60,000.00</b> <i>Completed</i> 08/2021



***REFERENCES***

<b>10.</b>	<b><i>Johnson Paving</i></b> 847-439-2025 1025 E Addison Court Arlington Heights, IL <b>IDOT No. 62G17</b>	<b>\$66,515.00</b> <i>Completed</i> 07/2020
<b>11.</b>	<b><i>Johnson Paving</i></b> 847-439-2025 1025 E Addison Court Arlington Heights, IL <b>IDOT No. 60L88- Bryn Mawr Avenue</b>	<b>\$40,150.00</b> <i>Completed</i> 07/2020
<b>12.</b>	<b><i>Village of Algonquin</i></b> 847-658-7254 110 Meyers Drive Algonquin, IL 60102 <b>2018 Drainage Structures Cleaned</b>	<b>\$50,000.00</b> <i>Completed</i> 07/2019
<b>13.</b>	<b><i>Village of Algonquin</i></b> 847-658-7254 110 Meyers Drive Algonquin, IL 60102 <b>2018 Drainage Structures Cleaned</b>	<b>\$50,000.00</b> <i>Completed</i> 07/2018
<b>14.</b>	<b><i>Village of Lombard</i></b> 630-620-5740 1051 S Hammerschmidt Lombard, IL 60148 <b>FY2018 Catch Basin Cleaning Contract</b>	<b>\$59,950.00</b> <i>Completed</i> 07/2018
<b>15.</b>	<b><i>Village of Lombard</i></b> 630-620-5740 1051 S Hammerschmidt Lombard, IL 60148 <b>2017 Catch Basin Cleaning Contract</b>	<b>\$59,950.00</b> <i>Completed</i> 06/2017
<b>16.</b>	<b><i>City of Elmhurst</i></b> 630-530-3000 209 N York St. Elmhurst, IL 60126 <b>2016 Inlet Cleaning Program</b>	<b>\$225,000.00</b> <i>Completed</i> 11/2016



# NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street  
Chicago, IL 60612

p: (312) 666-7700

f: (312) 666-0748

www.nationalpowerrodding.com

## REFERENCES

1. **City of Champaign** **\$461,663.55**  
Tyler Suits, 217-403-4718 ([tyler.suits@champaignil.gov](mailto:tyler.suits@champaignil.gov))  
702 Edgebrook Dr.  
Champaign, IL 61820  
**2025 Storm Sewer Cleaning & Televising Project**
  
2. **Glenbard Wastewater Authority** **\$512,750.00**  
Matt Streicher ([mstreicher@gbww.org](mailto:mstreicher@gbww.org)) Completed  
945 Bemis Road 05/2025  
Glen Ellyn, IL 60137  
**North Regional Interceptor Large Diameter Cleaning and Televising**
  
3. **Village of Winnetka** **\$80,000.00**  
Erik Jensen, 847-716-3534 ([ejensen@winnetka.org](mailto:ejensen@winnetka.org))  
1390 Willow Rd.  
Winnetka, IL 60093  
**2025 Sewer Televising Services**
  
4. **Village of Glenview** **\$173,500.00**  
Zhanna Badasyab, 847-904-4137 ([zbadasyan@glenview.il.us](mailto:zbadasyan@glenview.il.us))  
2500 East Lake Avenue  
Glenview, IL 60026  
**Sanitary and Storm Sewer Closed Circuit Television (CCTV)**
  
5. **City of Freeport** **\$60,820.50**  
Darin Stykel, 815-235-7643 ([dstykel@fehrgraham.com](mailto:dstykel@fehrgraham.com)) 05/2025  
101 W Stephenson Street Completed  
Freeport, IL 61032  
**2025 Sanitary Sewer Cleaning**
  
6. **City of Naperville** **\$ 180,309.37**  
Tony Conn, 630-305-5537 ([connt@naperville.il.us](mailto:connt@naperville.il.us))  
1200 Ogden Ave.  
Naperville, IL 60563  
**2025 Sanitary Sewer main CCTV Inspection**
  
7. **Cook County Department of Transportation and Highways** **\$263,737.50**  
c/o HR Green 04/2025  
Jack Melhuish, P.E. 815-759-8342 ([jmelhuish@hrgreen.com](mailto:jmelhuish@hrgreen.com)) Completed  
1391 Corporate Dr. Suite 203  
McHenry, IL 60050  
**Ridgeland Avenue Storm Sewer Televising**
  
8. **Village of Oak Park** **\$252,610.00**  
Marilyn Sudkamp, PE, 708-358-5770 ([msudkamp@oak-park.us](mailto:msudkamp@oak-park.us)) 12/2024  
123 Madison Street Completed  
Oak Park, IL 60302  
**2024 Ridgeland Ave Sewer Siphon Cleaning & Inspection**



**REFERENCES**

- |     |   |   |
|-----|---|---|
| 9.  | <b>City of South Bend</b><br>Richard Radcliff, 574-344-8767 ( <a href="mailto:r.radclif@southbendin.gov">r.radclif@southbendin.gov</a> )<br>1316 County City Building<br>South Bend, IN 46601<br><b>CSO 22 Trunk Sewer Inspection</b>                                       | <b>\$75,000.00</b><br>03/2024<br>Completed    |
| 10. | <b>Village of Roselle</b><br>474 Congress Circle North<br>Roselle, IL 60172<br><b>2024 Sewer Cleaning and Televising</b>  | <b>\$64,983.20</b><br>02/2024<br>Completed    |
| 11. | <b>City of Joliet</b><br>Owen T. Dean, P.E., 815-724-4254 ( <a href="mailto:odean@joliet.gov">odean@joliet.gov</a> )<br>150 W. Jefferson St.<br>Joliet, IL 60432<br><b>2024 Sanitary Sewer Cleaning and Televising Inspection Program</b>                                   | <b>\$770,057.25</b><br>11/2024<br>Completed   |
| 12. | <b>City of Joliet</b><br>Owen T. Dean, P.E., 815-724-4254 ( <a href="mailto:odean@joliet.gov">odean@joliet.gov</a> )<br>150 W. Jefferson St.<br>Joliet, IL 60432<br><b>2023 Sanitary Sewer Cleaning and Televising Inspection Program</b>                                   | <b>\$717,260.25</b><br>02/2023<br>Completed   |
| 13. | <b>Metropolitan Water Reclamation District</b><br>Frederick Wu, 312-751-4025, ( <a href="mailto:WuF@mwr.org">WuF@mwr.org</a> )<br>100 E. Erie<br>Chicago, IL 60611<br><b>Underground Infrastructure Cleaning at Various Locations</b><br><b>Contract #23-653-11</b>         | <b>\$2,250,000.00</b><br>03/2023-<br>Present  |
| 14. | <b>Metropolitan Water Reclamation District</b><br>Frederick Wu, 312-751-4025, ( <a href="mailto:WuF@mwr.org">WuF@mwr.org</a> )<br>100 E. Erie<br>Chicago, IL 60611<br><b>Television Inspection and Recording of Sewers and Manholes</b><br><b>Contract #22-875-1S</b>       | <b>\$7,525,000.00</b><br>11/2023-<br>Present  |
| 15. | <b>Metropolitan Council Environmental Services</b><br>Jennifer Adams, 651-302-8327 ( <a href="mailto:Jennifer.Adams@metc.state.mn.us">Jennifer.Adams@metc.state.mn.us</a> )<br>2500 Childs Rd.<br>St. Paul, MN 55106<br><b>Riverview Siphon Cleaning Project No. 808883</b> | <b>\$2,762,480.00</b><br>10/2023              |
| 16. | <b>Greater Peoria Sanitary District</b><br>Emily Ambroso, P.E., 309-637-3511 ( <a href="mailto:eambroso@gpsd.org">eambroso@gpsd.org</a> )<br>2322 S. Darst St.<br>Peoria, IL 61607<br><b>Cleaning and inspection of GPSD Sewer Project 7: Riverfront Interceptor</b>        | <b>\$1,485,968.00</b><br>Completed<br>10/2022 |
| 17. | <b>City of Aurora</b><br>44 East Downer Place<br>Aurora, IL 60507<br><b>2023 Sanitary &amp; Storm Sewer Televising Contract</b>   | <b>\$274,864.75</b><br>Completed<br>02/2022   |



**REFERENCES**

- |     |  |   |
|-----|--|---|
| 18. | <b>Village of Streamwood</b><br>301 E Irving Park Road<br>Streamwood, IL 60103<br><b>Sewer Cleaning, Televising &amp; Sealing 2022</b>   | <b>\$475,600.00</b><br>Completed<br>01/2023   |
| 19. | <b>City of East Chicago</b><br>Shawn H. Strange, P.E. 317-216-7705 ( <a href="mailto:sstrange@firstgroupengineering.com">sstrange@firstgroupengineering.com</a> )<br>5925 Lakeside Blvd.<br>Indianapolis, IN 46278<br><b>2022 Roxanna Neighborhood Sanitary &amp; Storm Study Pipelining</b> | <b>\$5,090,248.25</b><br>Completed<br>01/2023 |
| 20. | <b>City of Champaign</b><br>702 Edgebrook Drive<br>Champaign, IL 61820<br><b>2022 Storm Sewer Cleaning and Televising</b>  | <b>\$421,000.00</b><br>06/2022                |
| 21. | <b>Buena Vista Charter Township</b><br>1160 S. Outer Dr.<br>Saginaw, MI 48601<br><b>Cleaning and Televising of Sanitary Sewer Utilities</b>  | <b>\$380,000.00</b><br>Completed<br>05/2022   |
| 22. | <b>City of Wausau</b><br>Diane L. Thoune, P.E., 715-845-1333 ( <a href="mailto:Diane.Thoune@clarkdietz.com">Diane.Thoune@clarkdietz.com</a> )<br>407 Grant St.<br>Wausau, WI 54403<br><b>Industrial Park Force Main Rehab - Clean &amp; TV 14" Force Main</b>                                | <b>\$350,000.00</b><br>Completed<br>04/2022   |
| 23. | <b>Village of McCook</b><br>Thomas R. Brandstedt, 630-887-8640 ( <a href="mailto:tbrandstedt@novotnyengineering.com">tbrandstedt@novotnyengineering.com</a> )<br>5000 Glencoe Ave.<br>McCook, IL 60525<br><b>Sanitary Sewer Cleaning, Televising and Smoke Testing</b>                       | <b>\$70,000.00</b><br>Completed<br>01/2022    |
| 24. | <b>City of East Chicago</b><br>Shawn H. Strange, P.E. 317-216-7705 ( <a href="mailto:sstrange@firstgroupengineering.com">sstrange@firstgroupengineering.com</a> )<br>5925 Lakeside Blvd.<br>Indianapolis, IN 46278<br><b>2021 Roxanna Neighborhood Storm Study Pipelining</b>                | <b>\$2,678,152.75</b><br>Completed<br>01/2022 |
| 25. | <b>North Shore Water Reclamation District</b><br>Greg Grenyo ( <a href="mailto:GrGrenyo@northshorewrdr.org">GrGrenyo@northshorewrdr.org</a> )<br>14770 William Koepsel Dr.<br>Gurnee, IL 60031<br><b>Lake Forest Forcemain and Sewer (F7) Inspection</b>                                     | <b>\$75,000.00</b><br>Completed<br>12/2021    |



**REFERENCES**

- |  |  |
|--|--|
| <p>26. <b>City of East Chicago</b><br/>Anthony Kennig, 219-836-5884, Ext. 205 (<a href="mailto:akennig@dlz.com">akennig@dlz.com</a>)<br/>c/o DLZ Engineering<br/>900 Ridge Rd., Suite L<br/>Munster, IN 46321<br/><b>Indianapolis Blvd. Sewer Investigation</b></p>  | <p><b>\$280,000.00</b><br/>Completed<br/>12/2021</p> |
| <p>27. <b>Village of Hinsdale</b><br/>Mark Pelkowski, 630-789-7058 (<a href="mailto:mpelkowski@villageofhinsdale.org">mpelkowski@villageofhinsdale.org</a>)<br/>19 E. Chicago Ave.<br/>Hinsdale, IL 60521<br/><b>Sewer Cleaning, Televising &amp; Root Cutting, Bid #1680</b></p>  | <p><b>\$45,000.00</b><br/>Completed<br/>12/2021</p>  |
| <p>28. <b>Village of LaGrange</b><br/>Timothy Carter, 630-352-8751 (<a href="mailto:tcarter@baxterwoodman.com">tcarter@baxterwoodman.com</a>)<br/>c/o Baxter &amp; Woodman<br/>8678 Ridgefield Rd.<br/>Crystal Lake, IL 60012<br/><b>2021 Sewer Cleaning &amp; Televising Project, 2021-009</b></p>  | <p><b>\$20,000.00</b><br/>Completed<br/>12/2021</p>  |
| <p>29. <b>Village of Machesney Park</b><br/>Christopher Dopkins, 815-636-9590 (<a href="mailto:cdopkins@mcmgrp.net">cdopkins@mcmgrp.net</a>)<br/>c/o McMahon Group<br/>1700 Hutchins Dr.<br/>Machesney Park, IL 61115<br/><b>Harlem Road Improvements – Storm Sewer Clean &amp; Televis</b></p>  | <p><b>\$130,000.00</b><br/>Completed<br/>11/2021</p> |
| <p>30. <b>Kimberly Heights Sanitary District</b><br/>Greg Kamplain, 815-412-2016 (<a href="mailto:GKamplain@reltd.com">GKamplain@reltd.com</a>)<br/>C/O Robinson Engineering<br/>10045 W. Lincoln Hwy<br/>Frankfort, IL 60423<br/><b>North Basin Lateral Grouting (21-R0400)</b></p>   | <p><b>\$260,000.00</b><br/>Completed<br/>10/2021</p> |
| <p>31. <b>Village of Lombard</b><br/>Ray Schwab, 630-620-5979 (<a href="mailto:schwabR@villageoflombard.org">schwabR@villageoflombard.org</a>)<br/>225 E Wilson Ave.<br/>Lombard, IL 60148<br/><b>Sanitary Sewer CCTV Inspection and Cleaning, Project PROG 50 (FY21)</b></p>  | <p><b>\$65,000.00</b><br/>Completed<br/>08/2021</p>  |
| <p>32. <b>City of Cedar Rapids</b><br/>David C. Stender Cell: 331-201-1492 (<a href="mailto:D.Stender@cedar-rapids.org">D.Stender@cedar-rapids.org</a>)<br/><i>Water Administration Building</i><br/><i>1111 Shaver Rd NE,</i><br/><i>Cedar Rapids, IA 52402</i><br/><b>Anaerobic Sewer Inspection</b><br/>Cleaning, Televising and Sonar of 22,000 LF of 18"-36" Anaerobic Sewer Main</p> | <p><b>\$787,967.34</b><br/>Completed<br/>08/2020</p> |



**REFERENCES**

- |  |   |
|--|---|
| <p>33. <b>City of Pueblo, CO</b><br/>Chris Bratnick, (719) 553-2891; (cbratnick@pueblo.us)<br/>1300 S Queens Ave<br/>Pueblo, CO 81001<br/><b>Large Main Cleaning – 20-018 (WWAN02)</b><br/>Cleaning, Televising and Sonar of 7,924 LF of 48”–60” Sewer Lines</p>   | <p><b>\$2,448,260.00</b><br/><i>Completed</i><br/>09/2020</p> |
| <p>34. <b>MHC Rainbow Lake LLC</b><br/>C/O Nielsen Madsen &amp; Barber, SC<br/>1458 Horizon Blvd., Suite 200<br/>Racine, WI 53406<br/>Steven Houte<br/>Email: <a href="mailto:shoute@nmbosc.net">shoute@nmbosc.net</a>, Phone: 262-664-4602<br/><b>Rainbow Lake Manor 2019 Sanitary Sewer Rehabilitation Project</b><br/>Testing and Sealing/Grouting of Service Connections</p> | <p><b>\$50,000.00</b><br/>04/2020</p>                         |
| <p>35. <b>North Shore Water Reclamation District</b><br/>Greg Grenyo, 847-623-6060 (GrGrenyo@northshorewr.org )<br/>14770 William Koepsel Dr.<br/>Gurnee, IL 60031<br/><b>Sewer Chemical Sealing</b></p>   | <p><b>\$1,750,000</b><br/>9/2019</p>                          |
| <p>36. <b>North Shore Water Reclamation District</b><br/>Greg Grenyo, 847-623-2460 (GrGrenyo@northshorewr.org )<br/>14770 William Koepsel Dr.<br/>Gurnee, IL 60031<br/><b>Sewer Spot Lining</b></p>  | <p><b>\$558,800</b><br/>9/2019</p>                            |
| <p>37. <b>City of Joliet</b><br/>Owen T. Dean, P.E., 815-724-4254 (odean@joliet.gov )<br/>150 W. Jefferson St.<br/>Joliet, IL 60432<br/><b>West River Wall Sewer Cleaning Project</b></p>  | <p><b>\$2,146,900</b><br/>10/2019</p>                         |
| <p>38. <b>City of Pueblo</b><br/>Sonia Mondragon, P.E., 719-553-2890 (smondragon@pueblo.us )<br/>1300 S. Queens Ave.<br/>Pueblo, CO 81001<br/><b>FY2019 Service Lateral Connection Grouting, Project #19-009 (WW1503)</b></p>  | <p><b>\$870,690</b><br/>10/2019</p>                           |
| <p>39. <b>Metropolitan Water Reclamation District</b><br/>Frederick Wu, 312-751-4025, (WuF@mwrdr.org )<br/>100 E. Erie<br/>Chicago, IL 60611<br/><b>Television Inspection and Recording of Sewer and Manholes</b><br/><b>Contract #13-806-2S</b></p>   | <p><b>\$1,945,000</b><br/>11/2017</p>                         |



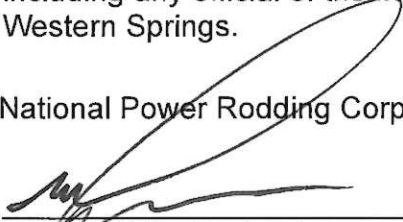
**REFERENCES**

40. **Illinois State Toll Highway Authority** **\$1,050,000**  
c/o SE3, LLC **Completed**  
Daniel Johnson, 630-641-9900 ([djohnson@se3.us](mailto:djohnson@se3.us)) **8/2018**  
3041 Woodcreek Dr., Suite 211  
Downers Grove, IL 60515  
**Clean and Televis Drainage System, Contract #RR-18-4384**
41. **Illinois State Toll Highway Authority** **\$1,093,000**  
c/o Globetrotters Engineering Corporation **Completed**  
Ahmad Safi, PE, 312-907-2591 ([ahmad.safi@gec-group.com](mailto:ahmad.safi@gec-group.com)) **7/2018**  
300 S. Wacker  
Chicago, IL 60606  
**Clean and Televis Drainage System, Contract #RR-18-4376**
42. **Illinois State Toll Highway Authority** **\$1,265,000**  
c/o Interra, Inc. **Completed**  
Rupen Shah, 708-674-1923 ([rshah@interraservices.com](mailto:rshah@interraservices.com)) **10/2018**  
600 Territorial Dr.  
Bolingbrook, IL 60462  
**Clean and Televis Drainage System, Contract #RR-18-4406**
43. **City of Detroit Water and Sewerage Department** **\$1,171,000**  
c/o AECOM **Completed**  
Scott Belz, 216-622-2345 ([scott.belz@aecom.com](mailto:scott.belz@aecom.com)) **4/2018**  
1300 E. 9<sup>th</sup> St.  
Cleveland, OH 44114  
**1,000+ Manhole Inspections**  
**Sanitary Sewer System Television (CCTV) Inspection and**  
**Manhole Panorama Inspection**

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

William T. Kreidler hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

National Power Rodding Corp.



William T. Kreidler  
Contractor  
President

DATED: December 22, 2025

ATTEST:

  
Reid W. Ruprecht  
Reid W. Ruprecht, Vice President

**EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)**

Number of Structures	National Power Rodding Corp.		Hoerr Construction Inc.		Utility Hydrovac Services, Inc.		McVac Hydro Excavating, Inc		Taza Construction	
	Unit Price	Unit Extended Price	Unit Price	Unit Extended Price	Unit Price	Unit Extended Price	Unit Price	Unit Extended Price	Unit Price	Unit Extended Price
400 Catch Basins	\$ 185.00	\$ 74,000.00	\$ 182.00	\$ 72,800.00	\$ 425.00	\$ 170,000.00	\$ 430.00	\$ 172,000.00	\$ 3,200.00	\$ 1,280,000.00
400 Inlets	\$ 75.00	\$ 30,000.00	\$ 182.00	\$ 72,800.00	\$ 175.00	\$ 70,000.00	\$ 250.00	\$ 100,000.00	\$ 1,100.00	\$ 440,000.00
<b>Total</b>		<b>\$ 104,000.00</b>		<b>\$ 145,600.00</b>		<b>\$ 240,000.00</b>		<b>\$ 272,000.00</b>		<b>\$ 1,720,000.00</b>



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

#### **AGENDA ITEM 9.D.**

**To:** Board of Trustees

**From:** Ronald Derengowski, Water Plant Superintendent

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

**RE:** (Discussion only) Bid Waiver and Vendor Contract with Custom Filtration Solutions, LLC.

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#### **Recommendation**

The Public Works and Water Committee reviewed this item at their meeting on January 8, 2026, and recommended the approval of a vendor contract with Custom Filtration Solutions, LLC for the purchase of one thousand, four hundred and forty (1440) 1 Micron 40" Cartridge Filters at a price of \$25.71 per filter, with additional freight and delivery charges not to exceed a total of \$40,000.00.

#### **Summary**

In 2025, the Water Treatment Plant tested several different pre-treatment cartridge membranes for the reverse osmosis process. With the results, the Water Treatment Plant switched and purchased 1,080 membranes from Custom Filtration Solutions, LLC. In comparing the membranes with the previous manufacturer, the membranes held to a longer service life. Using pre-treatment membranes with a longer service life enhances reverse osmosis efficiency, reduces membrane fouling, and lowers operational costs. Custom Filtration Solutions, LLC. is the sole source manufacturer and distributor of the membrane cartridges.

#### **Financial Impact**

Account      4302510 55352  
Fund          Membrane Cartridges  
2026 Budget \$55,000.00  
Project Cost \$38,732.40

#### **Recommended Motion**

I move to approve a waiver of the bid and vendor contract with Custom Filtration Solutions, LLC. for the purchase of one thousand, four hundred and forty (1440) 1 Micron 40" Cartridge Filters at a price of \$25.71 per filter, with additional freight and delivery charges not to exceed a total of \$40,000.00.

#### **Strategic Plan Alignment**

Operations in Infrastructure Improvements

## **File Attachments**

1. CFS Filter Supply Agreement (2026)

**VENDOR CONTRACT FOR  
GOODS, SUPPLIES AND SERVICES  
(Contractor: Custom Filtration Solutions, LLC.)**

This Vendor Contract for Goods, Supplies and Services is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and Custom Filtration Solutions, LLC. (the "Vendor"), and is dated as of December 26, 2025. The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

**IN CONSIDERATION** of the mutual promises, performance of certain obligations and payment of financial consideration by the Parties, as set forth below and in the attachments to this Contract, the Vendor agrees to provide the goods and supplies and/or perform the services, collectively defined as "Work" below, and the Village agrees to pay for the services as set forth in this Contract.

1. **Contract.** This Contract shall incorporate and include the following exhibits:
  - a. Vendor's Invoice, Purchase Order or Agreement, or similarly titled document, (the "Invoice/Purchase Order/Agreement"), which describes the certain goods, supplies and services to be performed, provided, delivered, supplied and/or installed by the Vendor (the "Work") for the benefit of the Village, which is dated 12/26/25 (Invoice or Purchase Order No. \_\_\_\_\_ or Agreement), and a true and correct copy of said Invoice/Purchase Order/Agreement is attached hereto as **Exhibit "A"**; and
  - b. Rider to Contract (General Provisions), which is attached hereto as **Exhibit "B"** and which contains certain "General Provisions" that constitute additional terms and conditions applicable to this Contract and to the Parties.
2. **Incorporation of Exhibits; Priority of Documents.** The Exhibits attached to this Contract are incorporated herein and made a part of this Contract. Where there is a conflict or inconsistency between the language in this Contract and any Exhibit, the language of this Contract shall supersede and control, but only to the extent that the language in this Contract is more restrictive in that it provides the Village with greater protections and/or benefits. Where there is a conflict or inconsistency between the language in **Exhibit "A"** (Invoice/Purchase Order/Agreement/Agreement) and **Exhibit "B"** (Rider to Contract - General Conditions), the language of **Exhibit "B"** (Rider to Contract - General Conditions) shall supersede and control, but only to the extent that the language therein is more restrictive in that it provides the Village with greater protections and/or benefits.
3. **Provision of the Goods, Supplies, Equipment and/or Services.** The Vendor agrees to perform, provide, deliver, supply and/or install all the goods, supplies and/or services as set forth in the Vendor's Invoice/Purchase Order/Agreement attached hereto as **Exhibit "A"**.
4. **Payment to Vendor.** Provided that the Vendor performs in accordance with the terms and provisions of this Contract, the Village agrees to pay the Vendor for the goods, supplies and/or services at the stated prices and pursuant to the payment schedule (if any) set forth in the Vendor's Invoice/Purchase Order/Agreement attached hereto as **Exhibit "A"** or as set forth below in this Section 4; however, the financial payments and any penalties associated with late payments due under this Contract shall be paid by the Village only in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).
  - a. The following **Alternate Payment Schedule** has been agreed to by the Parties:

- i. \_\_\_\_\_ % payment of the Total Contract Price payable to the Vendor at the time of execution of this Contract or the date of the Notice to Proceed;
- ii. \_\_\_\_\_ % payment of the Total Contract Price payable to the Vendor upon written proof from the Vendor and Village verification of completion of 50% of the Work;
- iii. \_\_\_\_\_% payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 75% of the Work; and
- iv. \_\_\_\_\_% payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 90% of the Work; and
- v. 10% of the Total Contract Price held by the Village as retention and payable to the Vendor upon written proof from the Vendor and Village verification of completion 100% completion of the Work. Depending on the type of Work, partial and final lien waivers may be required by the Village to release payments.

5. **Notice to Proceed with the Work.** The Vendor shall commence the Work under this Contract only upon issuance of written Notice to Proceed from the Village delivered to the Vendor and shall complete the Work within **12 Months (365) calendar days** from the date of the Notice to Proceed or as otherwise stated in the Vendor’s Invoice/Purchase Order. (the “Completion Date”).

- a. The Vendor shall diligently and continuously work on the Work until the completion of the Work or upon the termination of this Agreement, but in no event later than the Completion Date. The Parties may mutually agree in writing to modify the Completion Date. Delays caused by the Village shall extend the Completion Date in equal proportion to the delay caused by the Village. In the event that the Vendor performs any Work and incurs any expenses in furtherance of the Work prior to receiving a written notice to proceed from the Village in regard to the Work or any phase of the Work, the Work performed and the expenses incurred are at the Vendor’s sole risk, and such Work and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the Village. The actual, documented Work performed prior to the issuance of the the Village notice to proceed shall be paid by the Village as part of the “not to exceed” Fee provided by this Agreement.
- b. **Suspension of Work.** The Village, at any time and for any reason, may suspend work on any or all Work by issuing a written work suspension notice to the Vendor. The Vendor must stop the performance of all Work within the scope of the suspension notice until the Village directs the Vendor in writing to resume performance of the Work.
- c. **Phasing of Scope of Work.** The Vendor shall not commence performance of the Work on the initial phase or any subsequent phase of the Scope of Work, unless it first receives a written Notice to Proceed from the Village Representative. In the event that the Village decides not to proceed with the Work or any subsequent phase of the Work for any reason, this Contract shall terminate upon written notice to the Vendor issued by the Village advising of the termination of the Contract. In such case, the Village shall be liable to the Vendor only for payment of all actual, completed, documented Work, based on a prorated value of the contract price or the actual amount of quantities of deliverables or completed work if the contract pricing is based on unit pricing, through the date of termination. The Vendor agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of this Contract by the Village based on the Village’s decision not to proceed with the Work or any phase of the Scope of

Work. The Vendor understands and agrees that funds for payment of each Phase of the Work and the Work related thereto are subject to the availability of an annual or periodic appropriations for this purpose by the appropriate federal or State agencies as part of the \_\_\_\_\_ Program [INSERT FUNDING SOURCE(S)] or the Village. In the event of non-receipt of funds marked for appropriation for this Work from the appropriate State agencies or non-appropriation of funds by the Village for the work and Work to be provided under this Contract, the Village will either not authorize the Vendor to commence the next Phase of the Work or, if a Phase has been commenced, this Contract shall be terminated, without termination charge or responsibility for or obligation to the Vendor or for damages or other liability beyond the payment of all actual, completed work and Work that conform to the approved plans through the date of termination. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this Contract beyond the date of termination. For the purposes of this Contract, the phases for the Work are set forth in Exhibit "A", \_\_\_\_\_ [INSERT PROJECT PHASING DOCUMENT].

- d. Reporting; Delivery Date of Final Report. The Vendor shall regularly, and no less than bi-weekly, provide both written and verbal reports to the Village Manager to the Village and to any other Village staff or officials upon request regarding the progress of the Work. The Village Manager can require more frequent reporting by the Vendor at any time. Upon final completion of the Work, the Vendor shall deliver a final written report addressed to the Village and with copies delivered to the Village Manager that confirms the completion of the Work (the "Final Report"). The Final Report shall be completed and delivered to the Village on or before the Completion Date.
  - e. Electronic Reporting. In addition to providing the Village with paper copies of all reports, data or results and the Final Report, the Vendor (and the Primary Representative) shall, to the extent possible, submit documentation regarding the Work to the Village electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for all Parties.
  - f. Final Acceptance. The Work, or, if the Work are to be performed in separate phases, each phase of the Work, shall be considered complete on the date of final written acceptance by the Village Manager of the Work or each phase of the Work, as the case may be, which acceptance shall not be unreasonably withheld or delayed.
6. **Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**
7. **Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

**VILLAGE OF WESTERN SPRINGS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Village President or Manager

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

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Village Clerk

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

**VENDOR:** CUSTOM FILTRATION SOLUTIONS LLC

By: [Signature]  
Name: CHRISTOPHER J Glowacki  
Authorized Corporate Officer

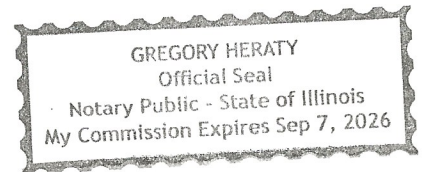
Date: 12/26/2025, 2025.

**NOTARY PUBLIC**

By: [Signature]

Date: 12/26, 2025.

**SEAL / STAMP**



**Exhibit "A"**

**Vendor's Invoice, Purchase Order or Agreement dated December 26, 2025  
(Invoice or Purchase Order No. \_\_\_\_\_)**

(attached)

**Exhibit "B"**

**Rider to  
Vendor Contract for Goods, Supplies and Services  
(General Provisions)**

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities and its performance of this Contract.
4. **Bonds.** If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate upon completion of the Work, but shall be reduced to ten percent (10%) of the Contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village. All performance and material bonds provided by Contractor under the terms of this Contract shall include such provisions as will guarantee the faithful performance of the contractor's obligations under this Section and under all applicable Federal, State and local laws concerning prevailing wage rates, including the Illinois Prevailing Wage Act, 820 ILCS 130/. The Contractor and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act and the Davis Bacon Wage Act throughout the duration of the Contract.
5. **Payment and Liens.** If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the Work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total Contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

6. **Successors/Assigns.** This Contract shall enure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the Parties hereto. This Contract and the obligations it imposes upon the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.
7. **Severability.** In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.
8. **Entire Agreement.** This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.
9. **Litigation, Venue and Governing Law.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
10. **Applicable Laws and Regulations.** The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:
  - a. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in

this Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.

- b. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
  - c. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
  - d. The Vendor complies with the Illinois Drug Free Work Place Act.
  - e. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
  - f. The Vendor complies with the Americans with Disabilities Act.
  - g. The Vendor states that any Work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
  - h. The Vendor also agrees to require any subcontractor doing Work under this Contract to agree to adhere to the requirements of this Section 10.
11. **Waiver.** The waiver of one Party of any breach of this Contract or the failure of one Party to enforce any provision hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
12. **Time.** Time is of the essence with the performance of the Work covered by this Contract; however, the Vendor shall perform the Work in accordance with the terms and provisions set forth in the attached **Exhibit "A"**.
13. **Guaranties, Warranties and Representations.** The Vendor warrants and represents as follows:
- a. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
  - b. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
  - c. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
  - d. It is authorized to sell and install the goods, supplies, equipment and/or services.
  - e. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
  - f. It shall transfer all third-party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
  - g. In addition to any other third-party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.

- h. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.

**14. Insurance.**

- a. **Insurance – Village.** The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract.
- b. **Insurance – Vendor.** The Vendor, at its own cost, shall provide all of its own insurance coverages as applicable to the Work being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Vendor in writing, but in no case shall such dollar amount of coverages be less than:
  - i. Comprehensive General Liability – \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
  - ii. Umbrella Coverage – \$1,000,000.00
  - iii. Property Damage – \$500,000.00 per occurrence
  - iv. Automobile Coverage - \$1,000,000.00 per occurrence
  - v. Errors and omissions insurance or professional liability: TBD by Village Manager
  - vi. Workers' Compensation – Statutory  
[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion]

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit "C"** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

The Vendor's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Contract. Said insurance shall provide that the insurance provided by the Vendor shall be primary and that any provision of any contract of insurance or other risk protection benefit, or self-insurance policy purchased or in effect or enacted by the

Village and any other insurance or benefit of the Village shall be in excess of the Vendor's insurance. In the event of the cancellation of any insurance policy required herein, or upon the Vendor's failure to procure said insurance, the Village shall have the right to immediately terminate this Contract. The insurance coverage of the Vendor shall be primary to the Village's own insurance. The Vendor and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Contract. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 14 shall survive the termination of this Contract.

15. **Indemnification.** To the fullest extent permitted by Illinois law, the Vendor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract, but only to the extent caused by the negligent act, misconduct or omission of the Vendor or anyone or entity directly or indirectly employed by the Vendor for whose acts Vendor may be liable.

**Waiver and Assumption of Liability.** The Vendor assumes all liability for personal injuries or illness of any kind or death that might occur to itself while acting under this Contract. The Vendor assumes all liability and responsibility for its personal property while performing any Work under this Contract. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 15 shall survive the termination of this Contract.

**No Personal Liability.** No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other Party fail to perform its obligations hereunder. The written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in Exhibit "A" shall be valid or enforceable.

17. **Notice.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this Contract at the addresses set forth below or at such other addresses as may be designated by the Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile.

If to Village:

Village Manager  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558

If to Vendor:

President/Authorized Corporate Officer  
Current Business Address

18. **Independent Contractor.** The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (A) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (B) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

19. **Inspections By Village.** During the term of this Contract, the Village, or its designee, shall have the right at any time and from time to time to enter upon the Project site for the purpose of conducting such inspections in order to confirm that the Work is being performed in accordance

with the terms of the Contract. In the event that the Village, or its designee, discovers a noncompliance matter or a defect or deficiency in the construction of the, the Project, the Village, or its designee, shall notify the Contractor thereof in writing within five (5) calendar days. Any such inspection by the Village, or its designee, shall not be construed as a representation by the Village, or its designee, that there has been compliance with the Contract Documents, this Contract or that the Project will be or are free of faulty materials or workmanship, or as a waiver of any right that the Village, or its designee, or any other party may have against the Construction, its agents or any subcontractors or any other party for failure to comply with the Contract Documents or the provisions of this Contract.

20. **FOIA Compliance.** Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract. The Contractor acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10).
  
21. **Open Book Project; Audit.** The Project will be an "open book" project, and the Village and the general contractor (or contractors, if more than one) will ensure access by the Village Superintendent, or their designee, upon request for the purpose of reviewing and auditing the Contractor's or its subcontractors' respective books and records relating to the Project.

**Exhibit "C"**

**Certificates of Insurance**

(attached)

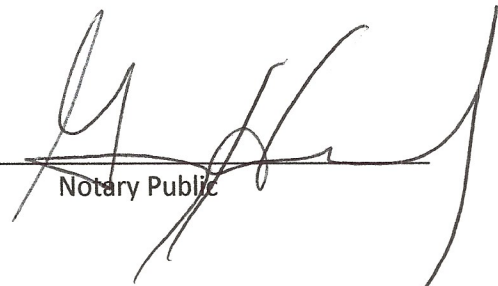
**ACKNOWLEDGEMENT**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that CHRIS Glowacki, President or Authorized Corporate Officer of Custom Filtration Systems Inc., [insert name], is personally known to me to be the same person whose name is subscribed to the foregoing Contract, and that she/he appeared before me this day in person and severally acknowledged that she/he signed and delivered the said Contract pursuant to authority given for the uses and purposes therein set forth.

**GIVEN** under my hand and official seal, this 20 day of December, 2025.

Commission expires 09/07, 2026

  
\_\_\_\_\_  
Notary Public





Phone: (331) 215-4119  
Email: Chris@customfiltrationsolutions.com

**Custom Filtration Solutions, LLC**  
PO Box 235  
Wheaton, IL 60187

December 26, 2025

**Subject: Stocking Agreement – The Village of Western Springs**

To Whom It May Concern,

This letter outlines the stocking agreement between **Custom Filtration Solutions LLC** and **The Village of Western Springs**, effective immediately and valid through **December 31, 2026**.

Under this agreement:

1. **Custom Filtration Solutions (CFS)** will produce and hold inventory of the following product specifically for The Village of Western Springs:
  - **Part Number:** CFS-CT-WSP-4001
  - **Description:** 1 Micron 40" Cartridge Filter
  - **Price:** \$25.71 each
  - **Estimated Usage:** 1,440 filters to be taken between the date of this agreement and December 31, 2026
  - **Packaging:** 15 filters per box (bulk packed)
2. Filters will be held in inventory at CFS's facility and made available for release in **full pallet quantities of 360 filters**, packaged in boxes of 15.
3. CFS will maintain a **minimum stocking level of one pallet (360 filters)** at all times throughout the agreement period. Once a pallet is released, CFS will replenish inventory to maintain readiness for the next release.
4. The full quantity of **1,440 filters** must be drawn down by **December 31, 2026**. Any remaining filters in inventory at that time may be invoiced and shipped unless other arrangements have been agreed upon in writing.
5. There are no fixed intervals required for release. Filters may be ordered as needed, with standard lead times honored to ensure timely delivery.



Phone: (331) 215-4119  
Email: [Chris@customfiltrationsolutions.com](mailto:Chris@customfiltrationsolutions.com)

**Brand & Supply Statement:**

The filters listed in this proposal are produced under the **Custom Filtration Solutions (CFS)** brand name and are available exclusively through CFS. These filters are not offered through other distributors, vendors, or national purchasing groups.

This proposal and stocking agreement reflect our commitment to holding dedicated inventory to support your operations and ensuring timely, consistent supply throughout the agreement period.

We appreciate the opportunity to serve as your filtration partner and look forward to supporting the ongoing needs of **The Village of Western Springs**.

Sincerely,  
**Chris Glowacki**  
President  
Custom Filtration Solutions LLC



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

#### **AGENDA ITEM 9.E.**

**To:** Board of Trustees

**From:** Diana Puga, Municipal Services Coordinator

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

**RE:** (Omnibus Item) Resolution to Allow the Village forgo a Surety Bond for Permit Work Performed by Village Employees on State Maintained Right of Ways

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#### **Recommendation**

The Public Works and Water Committee reviewed this item at their meeting on January 8, 2026, and recommended the approval of a resolution allowing the Village to forgo a surety bond for permit work performed by Village Employees on State maintained right of ways.

#### **Summary**

Recently, Village staff requested a permit to perform work on the Illinois Department of Transportation's (IDOT) right-of-way. IDOT informed the Village that our Resolution of Municipality has expired and must be passed before any permits can be issued. The draft resolution would take on liability for the work Village contractors and staff would be doing in the area. The State would then permit the Village to perform work (emergent and non-emergent) on IDOT maintained right-of-way. The Village has approved similar resolutions in 2003, 2007, and 2010 for two-year periods.

#### **Financial Impact**

No financial impact.

#### **Recommended Motion**

I move to approve a resolution to allow the Village to forgo a surety bond for permit work performed by Village employees on State maintained right of ways.

#### **Strategic Plan Alignment**

N/A

#### **File Attachments**

1. Resolution No. 26-\_\_\_\_ re Allowing the Village of Western Springs to Forgo a Surety Bond for Permit Work to Be Performed on Stat

**DRAFT 01.09.2026  
RESOLUTION NO. 26-XXXX**

VOTE: \_\_\_\_\_  
AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
DATE: January 12, 2026  
OTHER: None.

**A RESOLUTION ALLOWING THE VILLAGE OF  
WESTERN SPRINGS TO FORGO A SURETY BOND  
FOR PERMIT WORK TO BE PERFORMED BY  
EMPLOYEES OF THE VILLAGE ON STATE  
MAINTAINED RIGHTS OF WAY INCLUDING  
EMERGENCY WORK ON BROKEN WATERMAINS  
OR SEWERS FOR A TWO-YEAR PERIOD.**

**WHEREAS**, the Village of Western Springs, County of Cook, State of Illinois (“Village”) desires to undertake, in the years of 2026 and 2027, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street lights, traffic signals, sidewalks, landscaping, etc., on State highways (“rights-of-way installations”) within the corporate limits of the Village of Western Springs which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois (the “Department”); and

**WHEREAS**, an individual working permit must be obtained from the Department prior to the aforesaid rights-of-way installations are constructed either by the Village or by a private person or firm under contract and supervision of the Village; and

**WHEREAS**, State law requires that surety bonds be posted for any work performed on State highways; and

**WHEREAS**, a municipality is able to adopt a resolution in lieu of posting a surety bond for any and all construction work, preventative maintenance, and emergency repairs performed by the Village in State of Illinois rights-of-way; and

**WHEREAS**, at an open public meeting held on January 8, 2026, the Village’s Public Works and Water Committee (“Committee”) reviewed and discussed the Resolution and received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the proposed Resolution; and

**WHEREAS**, at an open public meeting held on January 12, 2026, the Village President and Board of Trustees of the Village reviewed and discussed this Resolution, and received input from the Village staff and provided an opportunity for public input on the matter and determined that execution of this Resolution is in the best interests of the Village and its residents; and

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

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

**Section 2: Village Commitment.** The Village of Western Springs pledges its good faith and

guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department of Transportation of the State of Illinois, and to hold the State of Illinois harmless during the prosecution of such work, and assumes all liabilities for damages to person or property due to accidents or otherwise by reason of the work which it to be performed under the provision of said permit.

**Section 3: Execution of Department Permits.** All authorized officials of the Village of Western Springs are instructed and authorized to sign any such Department working permits on behalf of the Village of Western Springs.

**Section 4: Delivery of Resolution and Other Signed Documents.** After approval of this Resolution by the President and Board of Trustees of the Village, the Village Clerk, or their designee, shall transmit executed originals or certified copies of all documents, including this Resolution, to the Department and all other parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Resolution and for record retention purposes.

**Section 5: Repealer; Severability; Ratification.** All resolutions, or parts of resolutions, in conflict with the provisions of this Resolution, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Resolution is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Resolution, nor any part thereof, other than that part affected by such decision. All actions of the President and Board of Trustees, agents and employees of the Village that are in conformity with the purpose and intent of this Resolution, whether taken before or after the adoption of this Resolution, are ratified, confirmed and approved.

**Section 6: Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

**PASSED** by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 12th day of January, 2026, 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

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

**CLERK'S CERTIFICATE**

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

**RESOLUTION NO. 26-\_\_\_\_\_**

**A RESOLUTION ALLOWING THE VILLAGE OF WESTERN SPRINGS TO FORGO A SURETY BOND FOR PERMIT WORK TO BE PERFORMED BY EMPLOYEES OF THE VILLAGE ON STATE MAINTAINED RIGHTS OF WAY INCLUDING EMERGENCY WORK ON BROKEN WATERMANS OR SEWERS FOR A TWO-YEAR PERIOD.**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 12th day of January, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 12th day of January, 2026.

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 January, 2026.

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

**SEAL**



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

#### **AGENDA ITEM 9.F.**

**To:** Board of Trustees

**From:** Diana Puga, Municipal Services Coordinator

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

**RE:** (Omnibus Item) 2026 Contract Renewals

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#### **Recommendation**

The Public Works and Water Committee reviewed this item at their meeting on January 8, 2026, and recommended the approval of the renewal of three contracts for a one-year period with Murphy Construction Services, LLC and National Power Rodding for sidewalk replacement and shaving, and sewer televising and cleaning services.

#### **Summary**

Attached for the Board's review and approval are renewal letters for the 2026 contract year:

1. Sidewalk, Curb, and Gutter Replacement: Murphy Construction Services, LLC for an amount not to exceed \$115,000. This will be the first renewal for this contract, which was awarded by the Village on March 24, 2025. The term of the renewal is one year.
2. Sidewalk Shaving: Murphy Construction Services, LLC for an amount not to exceed \$115,000. This will be the second renewal for this contract, which was awarded by the Village on April 22, 2024.
3. Sewer Televising and Cleaning: National Power Rodding for an amount not to exceed \$105,000. This will be the third renewal for the contract, which was awarded by the Village on July 11, 2022.

#### **Financial Impact**

The Village budgets annually for Sidewalk Replacement and Shaving, and Sewer Televising and Cleaning services.

#### **Recommended Motion**

I move to approve the contract renewals for a one-year period with Murphy Construction, Inc. and National Power Rodding for sidewalk replacement and shaving, and sewer televising and cleaning services.

#### **Strategic Plan Alignment**

N/A

### **File Attachments**

1. Sidewalk Replacement - Murphy Renewal Letter (1)
2. Sidewalk Shaving Contract Renewal - Murphy Construction Services LLC (1)
3. Sewer Televising & Cleaning - NPR Renewal



December 19, 2025

Mr. Jason Guerin, Project Manager  
Murphy Construction Services, LLC  
16W 273 83rd Street Suite D  
Burr Ridge IL 60527

Dear Jason,

This letter is to confirm that the Village of Western Springs will renew the ***Sidewalk Replacement Program Contract for 2026.***

By signing and returning this document, you are also accepting the 2026 contract with the same ***specifications and rates (see page 2).***

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email [jpesek@wsprings.com](mailto:jpesek@wsprings.com)

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) Jason Guerin

Title Project Manager

Signature Jason Guerin


Date 12/26/25

## Schedule of Bid Prices

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

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

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>BASE BID</b>					
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$10.95	\$82,125
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$10.95	\$10,950
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$40.00	\$14,000
4	PCC Sidewalk, 5"	SQFT	250	\$10.95	\$2,737
5	PCC Sidewalk, 7"	SQFT	150	\$10.95	\$1,642
6	5" Detectable Warnings	SQFT	100	\$25	\$2,500
7	PCC 8" Flat Work	SQFT	1750	\$12.85	\$22,487
TOTAL BASE BID (ITEMS 1-5)				\$111,454	
TOTAL INCIDENTALS (ITEMS 6-7)				\$24,987	

Name of Bidder: MURPHY CONSTRUCTION SERVICES, LLC  
 Address: 16W273 83<sup>rd</sup> ST, STE. D, BARR RIDGE, IL  
 Telephone No. 630-654-8242 Fax No. 630-654-8730  
 Signature:   
 Name and Title: (Please Print) KEVIN CARPENTER - VICE PRESIDENT  
 Date: 2/18/25



December 17, 2025

Jason Guerin, Project Manager  
Murphy Construction Services, LLC  
16W 273 83<sup>rd</sup> Street Suite D  
Burr Ridge, IL 60527

Dear Jason,

This letter is to confirm that the Village of Western Springs will renew the **Sidewalk Saw Cutting Agreement Contract for 2026.**

By signing and returning this document, you are also accepting the 2026 contract with the same specifications and rates (\$19.55 per unit price).

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email [jpesek@wsprings.com](mailto:jpesek@wsprings.com)

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) Jason Guerin

Title Project Manager

Signature [Handwritten Signature]

Date 12/26/25

### SCHEDULE OF BID PRICES

2024 SIDEWALK SAW CUTTING  
THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK  
TO BE PERFORMED UNDER THIS CONTRACT

Items	Unit	Unit Price
Sidewalk Saw Cutting	Inch Ft	\$19.55

CONTRACTOR Murphy Construction Services

ADDRESS 16 W 273 83<sup>rd</sup> St, Suite D  
Burr Ridge, IL 60527

PHONE NUMBER 630-654-8242

FAX NUMBER 630-654-0730

DATE 2/28/21



December 19, 2025

VILLAGE OF WESTERN SPRINGS  
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.246.1800  
wsprings.com

Mr. Reid Ruprecht  
National Power Rodding, Corp.  
2500 West Arthington Street  
Chicago, IL. 60612-4108

**Ref: Contract Renewal-Televising**

Dear Mr. Ruprecht,

This letter is to confirm that the Village of Western Springs will renew the **2026 Televising Contract**

By signing and returning this document, you are also accepting the 2026 Contract with the same specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email [jpesek@wsprings.com](mailto:jpesek@wsprings.com).

Respectfully submitted,

Matthew Supert  
Director of Municipal Services

**Name (printed)** Reid W. Ruprecht

**Signature** 

**Title** Vice President

**Date** December 19, 2025

## SCHEDULE OF BID PRICES

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a one (1) year period from the date that this proposal has been submitted.

Item #	Item Description	Unit	Estimated Quantities	Unit Price	Total Price
1	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (6"-12")	LF	10000	\$ 2.00	\$ 20,000.00
2	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (15"-18")	LF	6500	\$ 3.00	\$ 19,500.00
3	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (21"-27")	LF	3500	\$ 3.50	\$ 12,250.00
4	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (30"-42")	LF	1800	\$ 5.00	\$ 9,000.00
5	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (44"-60")	LF	3000	\$ 5.00	\$ 15,000.00
6	CCTV Inspection with Light Cleaning of Sanitary Sewers (8"-12")	LF	32000	\$ 2.00	\$ 64,000.00
7	CCTV Inspection with Light Cleaning of Sanitary Sewers (15"-18")	LF	3500	\$ 3.00	\$ 10,500.00
8	CCTV Inspection with Light Cleaning of Sanitary Sewers (21"-27")	LF		\$ 50.00	\$
9	CCTV Inspection with Light Cleaning of Sanitary Sewers (30"-42")	LF		\$ 50.00	\$
10	CCTV Inspection with Light Cleaning of Sanitary Sewers (48"-60")	LF		\$ 50.00	\$
11	CCTV Inspection with Light Cleaning of Sanitary Sewers (96")	LF		\$ 200.00	\$
12	Heavy Cleaning (8" - 12")	LF	2000	\$ 1.00	\$ 2,000.00
13	Heavy Cleaning (15" - 18")	LF	1500	\$ 1.00	\$ 1,500.00
14	Heavy Cleaning (21" - 27")	LF	500	\$ 3.00	\$ 1,500.00
15	Heavy Cleaning (30" - 42")	LF	300	\$ 5.00	\$ 1,500.00

Item #	Item Description	Unit	Estimated Quantities	Unit Price	Total Price
16	Heavy Cleaning (48"-60")	LF	500	\$ 5.00	\$ 2,500.00
17	Heavy Cleaning (72"-96")	LF		\$ 150.00	\$
18	Root Cutting (8" - 12")	LF	1000	\$ 1.00	\$ 1,000.00
19	Root Cutting (15" - 18")	LF	1000	\$ 1.00	\$ 1,000.00
20	Root Cutting (21" - 27")	LF	1000	\$ 2.00	\$ 2,000.00
21	Root Cutting (30" - 42")	LF	1000	\$ 2.00	\$ 2,000.00
22	Root Cutting (44"-60")	LF	1000	\$ 2.00	\$ 2,000.00
23	Root Cutting (72"-96")	LF		\$ 150.00	\$
24	Cut Protruding Taps	EA	10	\$ 100.00	\$ 1,000.00
25	Emergency Crew Labor (TV Truck and VAC Truck)	HR*		\$ 850.00	\$
26	On-Call Crew Labor Hours (TV Truck and VAC Truck)	HR		\$ 700.00	\$
27	Locate and Mark Pipe Defect	EA	2500	\$ 3.00	\$ 7,500.00
28	Locate Buried Manhole	EA	4	\$ 250.00	\$ 1,000.00
29	Easement and Access to Backyards	LF		\$ 25.00	\$
<b>TOTAL:</b>				\$ 176,750.00	

BASE BID TOTAL One Hundred Seventy Six Thousand Seven Hundred Fifty and 00/100

(in writing)

\*(Minimum 4 on site hours)



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

#### **AGENDA ITEM 10.A.**

**To:** Board of Trustees

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

**CC:** Ellen Baer, Village Manager, Nancy Flores, Interim Director of Recreation, John Mastandona, Director of Finance

**RE:** (Discussion only) Amendment to the Southeast Association for Special Parks and Recreation Joint Agreement

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#### **Recommendation**

The Properties and Recreation Committee reviewed this item at their meeting on January 7, 2026 and recommended the approval of a change to the annual contribution calculation for the Southeast Association for Special Parks and Recreation (SEASPAR) Joint Agreement.

#### **Summary**

The Village is a member of the Southeast Association for Special Parks and Recreation (SEASPAR) which provides essential special services to members in need in recreation programs. SEASPAR maintains a Joint Agreement with the Village of Western Springs and the other fourteen (14) communities that make up the organization. Attached is a memo from Matthew Corso, Executive Director of SEASPAR, and a draft Resolution. These documents outline a proposed change to the agreement pertaining to the contribution calculation for each community and how it is calculated.

Currently, SEASPAR utilizes the most recent Equalized Assessed Valuation (EAV) of each community to set the annual special recreation levy amounts. The Cook County EAV reports are almost always delayed, meaning that the levy amounts are not always communicated to communities with fiscal year budgets in a timely manner. To address this, it is proposed that SEASPAR use the preceding year's EAV report instead. For example, when preparing the FY2027 budget and levy, SEASPAR would use the 2024 EAV report rather than wait for the 2025 report. Additionally, the proposed change extends the payment date for SEASPAR to December, instead of November.

This action requires that two-thirds of the fifteen (15) SEASPAR members pass an ordinance approving the change.

#### **Financial Impact**

There is no financial impact to the FY2026 budget as the special recreation levy was established using the recent Cook County data. The special recreation levy for 2025 was .017%, or

\$171,582.

**Recommended Motion**

I move to approve an amendment to the joint agreement with the Southeast Association for Special Parks and Recreation (SEASPAR).

**Strategic Plan Alignment**

Financial Sustainability

**File Attachments**

1. 10.2.1\_Memo\_Joint Agreement Change for EAV
2. Western Springs Resolution to change SEASPAR Joint Agreement Nov 2025

## AGENDA ITEM 10.B

**To: SEASPAR Board of Directors**  
**From: Matthew Corso, Executive Director**  
**Subject: Resolution #2025-02 Amending the Joint Agreement of SEASPAR**  
**Date: November 11, 2025**

There are two proposed changes to the SEASPAR Joint Agreement included in one resolution. This resolution has been reviewed by counsel Adam Simon of Ancel Glink.

Per the Joint Agreement, the amendment process involves two steps:

1. The SEASPAR Board must approve the resolution by a two-thirds vote of its members.
2. At least two-thirds of all member entities must then pass a similar resolution at their own Board meetings to ratify the amendment.

The resolution for SEASPAR Board approval is enclosed in this packet. Once approved, I will provide each Board member with a draft resolution to adapt to your agency's standards and present for ratification. I can also supply a brief explanation of the changes for your Board materials if desired.

This amendment stems from our Board discussion during the recent budget approval process. Currently, SEASPAR uses the most *recent* Equalized Assessed Valuation (EAV) report to set the levy. However, the Cook County EAV report is almost always delayed, meaning that when the levy rate is approved, the final dollar amount for Cook County communities is still unknown. This forces SEASPAR to make assumptions about member contributions and creates challenges for both SEASPAR and those communities in developing accurate budgets.

To address this, it is proposed that SEASPAR use the *preceding* year's EAV report instead. For example, when preparing the FY2027 budget and levy, SEASPAR would use the 2024 EAV report rather than waiting for the 2025 report. Using the prior year's report will allow us to begin the budget process with confirmed figures in place.

The second proposed change, recommended by Adam Simon, adjusts the due date for the second installment of member contributions by one month to December. He suggested this knowing disbursements for Cook County communities are typically delayed.

### **Staff Recommendation:**

Approve Resolution #2025-02, amending the SEASPAR Joint Agreement to:

1. Use the preceding calendar year's Equalized Assessed Valuation when calculating member contributions, and
2. Extend the second installment payment due date to December.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TO APPROVE AMENDMENTS TO THE JOINT AGREEMENT FOR THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION (“SEASPAR”)**

**WHEREAS**, the South East Association for Special Parks and Recreation (“SEASPAR”) is an intergovernmental special recreation association organized under the Illinois Municipal Code and the Illinois Park District Code; and

**WHEREAS**, the Village of Western Springs is a member of SEASPAR; and

**WHEREAS**, SEASPAR has adopted a Joint Agreement which defines the terms and conditions of membership and the by-laws for the operation of the agency; and

**WHEREAS**, the Joint Agreement was last amended in June 2023 and remains in full force and effect as of the date of this Resolution; and

**WHEREAS**, the SEASPAR Board of Directors desire to amend the Joint Agreement to change the data used to calculate Assessments because of recurring failures and delays by Cook County in reporting the aggregate equalized assessed values of local park districts and municipalities.

**WHEREAS**, the SEASPAR Board of Directors desire to amend the Joint Agreement to delay the due date for the second installment of Assessments because of recurring failures and delays by Cook County collecting and disbursing the second installment of annual ad valorem tax bills.

**WHEREAS**, the corporate authorities of the Village of Western Springs desire to approve and ratify the amendment to the Joint Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of Trustees of the Village of Western Springs, Cook County, Illinois, as follows:

**Section 1.** Recitals. The above-stated recitals are incorporated into this Section 1 as if fully set forth herein.

**Section 2.** Amendment to Joint Agreement. The Village Board of Trustees of the Village of Western Springs hereby adopts and approves a proposed amendment to the Joint Agreement by revising Article V as described below:

V. ASSESSMENTS

Each member Entity shall be liable for and pay to the Association an annual amount of the total cost of operating the Association, based on the following formula: The total assessed valuation of each member Entity shall be added together to determine the total assessed valuation for the Association, using for this purpose the **current** assessed valuation **from the preceding calendar year**. The total amount to be raised by taxation shall be divided by the total assessed valuation calculated to yield an estimated rate. This rate

shall be applied to the assessed valuation of each Entity separately to determine the amount of money to be contributed by each Entity, not to exceed the statutory limit. All monies will be held in a separate fund and accounted for to the Association.

Each Member Entity shall pay one-half (50%) of its annual assessment on or before June 15; the remaining balance shall be paid on or before **November December** 15. SEASPAR shall notify each Member Entity of these due date by sending an invoice approximately 30 days prior to due dates.

Assessments shall be calculated and certified to member entities by November 1 of each year or as approved by the majority of the SEASPAR Board.

**Section 3.** Effective Date. This Resolution shall be in full force and take effect immediately upon when the governing bodies for 2/3 of the current members ratify the Amendment by approving a corresponding resolution, as described in Article VI of the Joint Agreement.

Passed by the Village Board of Trustees of the Village of Western Springs, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
[NAME OF CHIEF EXECUTIVE OFFICER]

\_\_\_\_\_  
[NAME OF CLERK/SECRETARY]



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

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

**To:** Board of Trustees

**From:** Diana Puga, Municipal Services Coordinator

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

**RE:** (Discussion only) Surplus Declaration - Q1 2026

---

#### **Recommendation**

The Properties and Recreation Committee reviewed this item at their meeting on January 7, 2026 and recommended the approval of a declaration of surplus property.

#### **Summary**

Staff have identified several items that are recommended for surplus. The items being recommended for surplus are:

- One (1) five drawer file cabinet
- One (1) two drawer file cabinet and storage

These items will be sold via auction through Public Surplus.

#### **Financial Impact**

Financial Impact TBD pending sales from auction.

#### **Recommended Motion**

I move to approve a declaration of two file cabinets as surplus property.

#### **Strategic Plan Alignment**

#### **File Attachments**

1. File Cabinet - Four Drawer
2. File Cabinet - Storage and Two Drawer







## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

#### AGENDA ITEM 10.C.

**To:** Board of Trustees

**From:** Diana Puga, Municipal Services Coordinator

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

**RE:** (Discussion only) Vendor Contract with Advanced Tree Care, Inc. for the 2026 Tree Inventory Updates

---

#### Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on January 7, 2026 and recommends to approve a contract with the lowest cost, responsible bidder, Advanced Tree Care, for Tree Inventory Updates in 2026 for an amount not to exceed \$29,000.00.

#### Summary

On December 4, the Village issued a Request for Bids (RFB) for services related to Tree Inventory Updates. On December 22, the Village received a total of two (2) bids. A summary of the submittals is as follows:

Name	Unit Pricing per Tree
Advanced Tree Care, Inc.	\$4.00
Great Lakes Urban Forestry, Inc.	\$5.25

Per the Urban Forestry Management Plan (UFMP), the Village has committed to performing a comprehensive update to the existing tree inventory every five (5) years. The Village established the first tree inventory and UFMP in 2019. This will be the Village's first update since the establishment of the tree inventory. The Village anticipates between 8,100 and 8,200 trees to be included as part of the updates and has budgeted \$29,000 for this project.

Staff performed a reference check of the lowest bidder, Advanced Tree Care, and received positive feedback; all references stated they would be willing to rehire the contractor for future projects. Based on the feedback received, staff is confident in Advanced Tree Care's qualifications to complete this project.

**Financial Impact**

Account 4105100 50100

Fund General

2026 Budget \$29,000

Project Cost As required

**Recommended Motion**

I move to approve a vendor contract with the lowest cost, responsible bidder, Advanced Tree Care, for Tree Inventory Updates in 2026 for an amount not to exceed \$29,000.00.

**Strategic Plan Alignment**

Infrastructure Improvements

**File Attachments**

1. Advanced Tree Care Bid



CONTRACT REQUIREMENTS FOR  
2026 VILLAGE TREE INVENTORY UPDATE RFB

DUE DATE DECEMBER 22, 2025  
10:00 A.M. (Prevailing Time)

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## Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2026 Village Tree Inventory RFB**

Bids will be received until **10:00 AM**, Prevailing Local Time on **December 22, 2025**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at [wsprings.com/bids](http://wsprings.com/bids).

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

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

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

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

VILLAGE OF WESTERN SPRINGS  
By Edward Tymick, Village Clerk

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

## **Instruction to Bidders**

VILLAGE OF WESTERN SPRINGS

DATE: December 6, 2025

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

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

2025 Village Tree Inventory RFB  
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **December 22, 2025**, after which time and at such place all bids will be publicly opened and read aloud.

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

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

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

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

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

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

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

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

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

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

## Proposal

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

RE: 2026 Village Tree Inventory RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions, and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work and complete work, respectively, between **May 1** and **September 30** and must be completed within 90 days of work commencements, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security

is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

12/17/25  
Date

Marc [Signature] Adriana Trece Inc  
Proposed Contractor (Bidder)

Angelica [Signature]  
Witness

## Bid Schedule

### Contact Information

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

### Anticipated Bid Schedule

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

Issue RFB	December 4, 2025
RFB Questions Due	12:00 PM on December 15, 2025
Bids Due Date	10:00 AM on Monday, December 22, 2025
Village Board Selection of Qualified, Responsive Bidder	January 26, 2026
Begin Contract	May 1, 2026

### Schedule of Bid Prices

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

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

<u>Unit Price</u>	<u>Number of Trees</u>	<u>Unit Extended Price</u>
\$ 4.00 (per tree)	8200	\$32,800

***\*Unit price should be inclusive of all costs***


Please note the Village reserves the right to increase or decrease the number of trees to be included as part of this project.

Name of Bidder: Advanced Tree Care, Inc

Address: 600 Industrial Dr, Lincolnshire, IL, 60069

Telephone No. 847-587-8500 Fax No. 847-973-9484

E-mail Address: City@advanced-treecare.com / Mike@advanced-treecare.com

Signature: 

Name and Title: (Please Print) Mike Bramucci / President

Date: 12/17/25

## References

Name of Organization: Village of Northbrook

Year of Contract: 2010-2025

Contact Name: Terry Cichocki

Telephone No: 847-272-7411

Email Address: terry.cichocki@northbrook.il.us

Name of Organization: Village of Deerfield

Year of Contract: 2012 - Current

Contact Name: Dan Busscher

Telephone No: 847-317-7245

Email Address: dbusscher@deerfield.il.us

Name of Organization: Village of Schaumburg

Year of Contract: 2020 - Current

Contact Name: Justin Briski

Telephone No: 847-274-7950

Email Address: jbriski@schaumburg.com

Name of Organization: City of Highland Park

Year of Contract: 2016 - Current

Contact Name: Ben Miller

Telephone No: 847-926-1604

Email Address: bmiller@cityhpil.com

Name of Organization: Village of Schiller Park

Year of Contract: 2016 - current

Contact Name: Joe Blum

Telephone No: 847-671-8550

Email Address: jblum@schillerparkil.us

## **Special Provisions**

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

### Scope of Work

The Village of Western Springs is seeking to hire a firm to perform a comprehensive update to the Village's existing tree inventory Village owned trees. All trees are located within the Village owned right-of-way and property.

The work to be performed under this contract shall consist of furnishing all labor, machinery, tools, materials, and equipment necessary to complete the Village Tree Inventory Program within the specified time frame and in a professional manner within the Village of Western Springs.

### Database

The Village currently manages all their geographic data through a single portal, managed by a Geographic Information System (GIS) consultant. Data shall be collected via handheld GPS and analyzed in a GIS environment. Tree data collected for this project shall not be maintained or managed in a separate Tree Inventory software package. The GIS data itself shall be incorporated into the Village's existing GIS in order to streamline and enhance long term urban forestry management strategies.

### Deliverables

Final deliverables shall be submitted in an ESRI File Shapefile format for integration with the Village's existing GIS system, and include digital maps of the designated tree population, a statistical analysis of the overall tree population, and an updated geodatabase of the tree population.

### Schedule of Bid Pricing

Bids should include all costs associated with the specifications and deliverables of the project.

The Village of Western Springs shall in no way be responsible for any extra equipment rental, or charges for such equipment rented by contractor, that might be required to complete this contract. Any such charges should be considered incidental to the contract.

### Visitation Of The Site

The Village will provide an ESRI file geodatabase of the existing tree inventory to the Successful Bidder upon the award of a successful bid. The Contractor is encouraged to visit the site of the proposed work to ascertain for themselves the actual conditions and to make determinations regarding materials, equipment, and other factors which may be needed for the submission of a proposal for the work and for which the proposal is based. It is further understood that the Contractor in submitting a proposal, acknowledges that they have satisfied for him/herself, before submitting the proposal, of the true condition of

the designated sites and that he/she has ascertained the full scope of the work involved, including border trees.

#### Equipment And Supervision

The Contractor shall be responsible for ensuring sufficient manpower, equipment, and/or tools to complete the work within the time specifications set forth in the Contract.

All trucks used by the Contractor must be plainly marked with the company's name. Each crew must be directly supervised by a competent Contractor's representative and authorized by the Contractor to act on all directives within the Contract or at the Village's request.

The Village of Western Springs shall in no way be responsible for any additional costs associated with the completion of this project.

#### Data Collection Fields / Parameters

##### Base Inventory Data Collection

Data in the field shall be collected using a sub-meter accuracy handheld GPS unit that shall be used to locate the position of the trees and record the tree's base inventory information.

Data shall be collected, stored, and analyzed in an ESRI File Geodatabase format. The Village will provide current geodatabase files for updating. The collected data shall be reviewed for quality control prior to integration into the GIS database. The base inventory of inventoried trees shall consist of the fields linked to each geospatial data point (tree) found in Appendix A.

The Village may elect to add more fields at their discretion.

##### Method Of Measurement

Trees to be inventoried shall be measured per inch of diameter. The diameter shall be measured at a point four and a half feet (4 ½) above the highest ground level at the tree and shall be determined by using a D.B.H. tape or by dividing the measured circumference at this point by 3.14. Any tree that forks below 4.5 feet shall be measured as two separate trees at 4.5 feet and added together as one tree. Trees that fork at 4.5 feet shall be measured just below the fork.

##### GPS Location

The GPS data collectors shall have between 20 and 50 channels available, as well as a GNSS Antenna that makes use of the SBAS (Satellite Based Augmentation System) and/or WAAS (Wide Area Augmentation System). These receivers utilize Real Time Differential GPS and shall not require post processing for sub-meter accuracy.

### Address

The address shall be taken as the numerical address at which a tree is located, based on the listed street address of the GIS parcel data available. If no numerical address is listed for the property the tree is located at, a designation can be made (such as '99999') based on the standard already being utilized by the Village GIS professional(s). Please refer to the Appendix A.

### Street Address

The street name shall conform to the names listed on Village street signage as occasionally the GIS cadastral data has misspellings, incorrect street suffixes or other slight errors. The street name shall also be for the address at which the parcel is listed, regardless of how the house is oriented (if on a corner lot). As a courtesy to the Village, the inventory provider shall attempt to notify Village GIS professionals when such mismatches are identified.

### Species

All tree species shall be listed using common names and are to be identified to the species level. Specific cultivars, hybrids, or varieties shall be identified where appropriate. The deliverable database shall have an open field for entering known cultivars by Species - Hybrid.

### Size

DBH (Diameter at Breast Height) is a standard forestry measure of diameter, defined as the diameter of the tree, measured at 4.5 feet above the ground surface on the uphill side of the tree. Measurements shall be made using a forester's DBH tape.

### Condition

Condition ratings shall be based upon the condition of each tree rated in accordance with the following categories adapted from the International Society of Arboriculture's rating system:

- 1) Excellent 100%
- 2) Good 80%
- 3) Fair 60%
- 4) Poor 40%
- 5) Critical/Dead 20%

### Standard Defects

#### Roots

Roots shall be evaluated as part of the Hazards and Defects Package

#### Wounds

Wounds shall be evaluated as part of the Hazards and Defects Package and shall include, but not be limited to: splits, cavities, callus tissue, holes, or any other mechanical defect which appears to have been caused by chronic or acute force.

### Rot

Rot shall be evaluated as part of the Hazards and Defects Package, and include, but is not be limited to mushrooms, dry rot, brown rot, decay columns, bleeding, basal rot, cankers, etc.

### Deadwood

Deadwood shall be evaluated as part of the Hazards and Defects Package.

Trees which are observed in the field as being imminently hazardous shall be reported immediately to Village officials.

### Comments/Observations

Comments shall be included when necessary as a courtesy to denote any conditions worthy of note, such as included bark, interference with utilities or streetlamps, need for sidewalk or street clearance, limited growth space, poor form, cavity/decay, pest/disease issues, improper mulch or any other information that may be valuable. These comments are standardized as much as possible, though certain situations exist where nonstandard comments were utilized.

### Wires

The presence of overhead wires shall be collected in the field at every tree location, and entered into the data as Yes/No.

### Safety

The Contractor shall provide adequate barricades, flagmen, signs and/or warning devices during the performance of the contract and when working on arterial streets to protect motorists and pedestrians all in conformance with Village standards and consistent with Part VI, Traffic Controls for Street and Highway Construction and Maintenance Operations of the State Illinois Department of Transportation Manual on Uniform Traffic Control Devices, adopted 1994. The Village of Western Springs, Municipal Services Department shall be notified prior to the closing of streets when street closure is required. All equipment to be used and all work to be performed must be in full compliance with ANSI Z-133.1 (1994) American National Standard for Tree Care Operations.

### Equipment Restrictions

If motorized equipment needs to be driven on parkways, rights-of-way, driveways or public walks while performing work under provisions of the contract provisions shall be made by the Contractor to prevent damage to turf, groundcover, concrete or asphalt. Property owners must be notified in advance if equipment shall be driven on the aprons or driveways. Procurement of and payment for rental or purchase of any additional equipment deemed necessary by the Contractor for execution of the contract shall be the sole responsibility of the contractor.

### Parking And Storage

No off-street parking of equipment shall be provided for by the Village of Western Springs on any of the Village's public properties, except as designated by the Director of Municipal Services or their designee in writing.

### Qualifications

- A) Minimum Qualifications: The Contractor must have prior municipal experience in tree inventory data collection, GIS and analysis and must have worked for at least 5 municipalities in the last five years. These municipalities should be included as references on the attached sheet. The low bidder shall be required to submit evidence of experience and required certifications prior to contract approval. If the low bidder does not meet the required qualifications, the bid shall be rejected, and the next low bidder selected.
  
- B) All data collection must be accomplished by Illinois ISA Certified Arborists (IL Certification number) with local knowledge of Illinois tree species and 5 years' experience. The contractor shall have at least one *Tree Risk Assessment Qualified, Certified Arborist* as designated by the International Society of Arboriculture on each assessment team which have been employed for at least one year with the Bidding Company.
  
- C) No subcontractors will be allowed to work on this project. A list of degrees, certifications or other documentation must be submitted by the Contractor and by the Contractor's on-site representative that would qualify the Contractor and the Contractor's on-site representative as competent data collection experts. (Example: Certified Arborist by the ISA, 1999, Certificate Number 000).

### References

The Contractor shall be required to submit 5 references of work performed within the past five (5) years, including municipal references. This information must be submitted with the proposal. The Village reserves the right to request additional references.

### Terms

The term of this contract shall be a one-time contract, ending upon manager sign-off, unless the contract is terminated pursuant to the terms herein.

### Standards

All material and workmanship shall be in accordance with current professional practices and standards. All inventory work shall be done in a safe and efficient manner.

The following specifications and manuals supplement the Contract Documents and are hereby incorporated by reference:

- A. Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, (hereinafter referred to as the Standard Specifications.)

- B. Illinois Department of Transportation "Supplemental Specifications and Recurring Special Provisions," latest edition as indicated on the Check Sheet.
- C. "Manual on Uniform Traffic Control Devices for Streets and Highways" latest edition in effect on the date of invitation for bids (hereinafter referred to as the Traffic Control Standard Specification.)
- D. "Illinois Department of Transportation Standard Specification for Traffic Control Items" latest edition in effect on the date of invitation for bids (hereinafter referred to as the Traffic Specifications.)

The above standards shall apply to the work covered by this Contract as if fully written herein, except those items which by their nature have no application. In case of conflict with any part or parts of the above listed specifications, the specification contained herewith shall take precedence and shall govern.

## GENERAL SPECIFICATIONS

### Acceptability of Work

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

### Applicable Laws and Regulations

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

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

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

#### Assignment

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

#### Authority

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

#### Bidder Investigations

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

#### Bonds

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

#### Change in Scope of Work

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

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

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

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

#### Collusion among Bidders

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

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

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

#### Compliance with Freedom Of Information Act Requests

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

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

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

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

#### Compliance with Laws; Employment Discrimination

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

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

#### Contractor Personnel

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

#### Debarment

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

#### Default Clause

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

Schedule of Deductions for Each Day of  
 Default Original Contract Amount from  
 more than to and including calendar day

\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

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

Delay

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

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

### Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

### Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

### Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

### Guaranty, Warranties and Representations

- A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
- D. It is authorized to sell and install the goods, supplies, equipment and/or services.
- E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
- I. A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

#### Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

#### Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation

benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

#### Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

#### I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

#### II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

### III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

### IV. OTHER INSURANCE PROVISIONS

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

#### A. General Liability and Automobile Liability Coverages

- i. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
- ii. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
- iv. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

v. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form,” then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers’ Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village’s principle office address.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best’s rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor’s Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

#### IX. NO PERSONAL LIABILITY

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

#### Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

#### Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

#### Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

#### Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

### Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in their manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

### References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

### Renewal of Contract

This contract is a one-time contract and will conclude upon completion of deliverables. There are renewal options for this contract.

### Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of

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

#### Right to Audit

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

#### Severability

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

#### Smoking Policies

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

#### Successors/Assigns

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

#### Taxes, Benefits and Royalties

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate. Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs,

royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

#### Termination

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

#### Unnecessarily Elaborate and Unresponsive Submittals

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

#### Waivers of Lien

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

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

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers,

mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

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

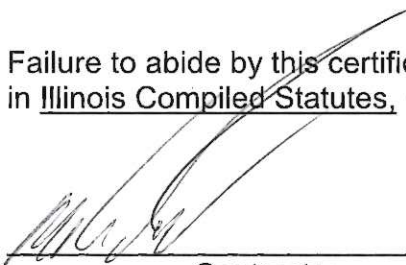
## Contractor's Drug-Free Workplace Certification

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

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

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

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

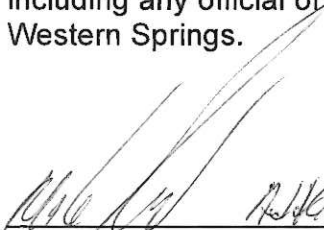
  
\_\_\_\_\_  
Contractor

Date: 12/17/25

Attest   
\_\_\_\_\_

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

Mike Bramucci hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

  
Mike Bramucci

Contractor

DATED: 12/17/25

ATTEST:

  
Angelica R. Longley

**EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)**

## Exhibit A

### Agreement

This Agreement (the "Agreement") made this the \_\_\_ day of **December** in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and \_\_\_\_\_ (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2026 Village Tree Inventory as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated December 4, 2025 and as agreed to in the Contractor's Proposal dated December 22, 2025.
2. The Contractor agrees to commence the Work on or after **May 1**, and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **October 31**.
3. The Village shall pay the Contractor for the performance of the Work to complete 2026 Village Tree Inventory RFB a total dollar amount not to exceed \_\_\_\_\_ THOUSAND AND NO/100 DOLLARS (\$\_\_\_\_\_) in accordance with the Contractor's Proposal dated **December 22, 2025**, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:
  - A. Legal Notice (Advertisement for Bid) published on **December 4, 2025**.

- B. Instructions to Bidders dated **December 4, 2025.**
  - C. Contractor's Proposal dated **December 22, 2025.**
  - D. Contractor's bid bond submitted by \_\_\_\_\_  
in the amount of \$ \_\_\_\_\_ dated **December 22, 2025.**
  - E. General Specifications and all additional provisions **December 22, 2025.**
  - F. Contractor's Drug Free Workplace Certification dated **December 22, 2025.**
  - G. Contractor's Certification Regarding Non-Payment of Compensation dated **December 22, 2025.**
  - H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
  - I. Exhibit C – Change Order Form
  - J. Required Performance and Payment Bonds provided by the Contractor.
  - K. Required Insurance Certificates provided by the Contractor.
  - L. Rider to Contract- General Conditions
6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
  7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.
  8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

**Exhibit B**

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS  
BY THE CONTRACTOR**

I, Mike Bramucci, having being first  
duly sworn, depose and state that I am the

President

(insert "sole owner "partner", "president"," other" proper title)

and the authorized agent of Advanced Tree Care, INC, which has  
submitted a proposal to, and is entering into a contract with, the Village of Western Springs for  
the performance of work in relation to the 2026 Village Tree Inventory RFB Project in the Village  
of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
  - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
  - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
  - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
  - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department

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

- c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
  7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: *M. L. [Signature]*  
 Name: *M. L. [Signature]*  
 Title: Authorized Agent of Contractor

Subscribed and Sworn To  
 Before Me This 17 Day  
 Of December, 2025.

*Sayra Viridiana Ferens*  
 Notary Public

Notary Public



**Exhibit C**

**CHANGE ORDER NO.:**

Owner:  
 Engineer:  
 Contractor:  
 Project:  
 Contract Name:  
 Date Issued:

Owner's Project No.:  
 Engineer's Project No.:  
 Contractor's Project No.:

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

Description:  
 Attachments:

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

Recommended by Engineer (if required)

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

Accepted by Contractor

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Approved by Funding Agency (if applicable)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

APPENDIX A: Geospatial Data Point Fields

Name	Alias	Type
OBJECTID	OBJECTID	OID
AssetName	Asset Name	String
ADDRESS	Full Address	String
ADDRESSNUM	House Number	String
ADDRESSTR	Street	String
COMMONNAME	Common Name	String
GENUS	Tree Genus	String
SCIENTIFIC	Scientific	String
STATUS	Status	String
CONDITION	Condition	String
TREEFORM	Tree Form	String
TREEAGE	Age	Double
TREEHEIGHT	Tree Height (Feet)	Double
TRUNKDIAME	Diameter (Inches)	Double
WIRES	Wires Present	String
Gator_Bags	Gator Bags	String
FollowUp	Follow Up Needed?	String
TREECOMMEN	Comment	String
GlobalID	GlobalID	Global ID
EDITOR	Editor	String
EDIT_DATE	Edit Date	Date
CREATOR	Creator	String
CREATION_DATE	Creation Date	Date
Shape		Geometry



ADVANC1

OP ID: EA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners - Vernon Hills 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Todd Silver	847-367-2633	CONTACT NAME: <b>Todd Silver</b> PHONE (A/C, No, Ext): <b>847-367-2633</b> FAX (A/C, No): <b>847-367-2636</b> E-MAIL ADDRESS:																					
	INSURED Advanced Tree Care Inc 600 Industrial Dr. Lincolnshire, IL 60069	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td><b>WESTERN NATIONAL INSURANCE</b></td> <td><b>15377</b></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	<b>WESTERN NATIONAL INSURANCE</b>	<b>15377</b>	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP 1191671 07	08/02/2025	08/02/2026	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b> \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 1189282 07	08/02/2025	08/02/2026	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			UMB 1032201 07	08/02/2025	08/02/2026	EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ <b>4,000,000</b> \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCV 1026057 07	08/02/2025	08/02/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**PROOF OF INSURANCE**

<b>CERTIFICATE HOLDER</b>  <b>PROOF OF INSURANCE</b>	<b>PROOF OF</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>Todd Silver</i>



2026 TREE INVENTORY UPDATE RFB  
**Addendum 1 – December 16, 2025**

1. The bid documents specify that all data collection must be completed by “Illinois ISA Certified Arborists.” Can you confirm if ISA Certified Arborists (CA) are acceptable?  
Yes, the Village will accept ISA Certified Arborists from any state.
2. Would you please clarify whether a performance bond is required for this project?  
A performance bond in the full amount of the bid proposal is required.
3. Due to the relatively short time that would be required to complete this project, would the Village be willing to waive the performance bond requirement if a company does not collect any payment until the project is completed and delivered in full?  
The Village will not waive any bond requirements.
4. The RFB states that bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage, however there is no prevailing wage category for arborist consulting services. Would you please verify whether prevailing wage will be required for this project?  
Bidders are responsible for confirming if they are required to pay prevailing wage, the Village does not handle any documentation related to prevailing wage. The Village requires any applicable projects that may fall under prevailing wage to be paid at prevailing wage rates.
5. Does the 8,200 tree estimate listed on page 10 include open planting spaces? If not, will the collection of open planting spaces be required for this project?  
The collection of open planting spaces is not required.
6. The data collection parameters on pages 14-16 do not appear to correlate with the Geospatial Data Point Fields in Appendix A (page 46). Would you please clarify, with specificity, what data fields will be required to be collected for this project?  
The required data fields for collection are found on page 46.
7. Would the Village be open to accepting a proposal that would allow custom data collection parameters that would better suit the needs of the Village?  
Bidders are welcome to provide alternate proposals if they wish; however, the Village does not guarantee any alternates will be approved.
8. Would the Village be open to accepting a proposal for new data collection for this project rather than updating existing data?  
The Village would be willing to entertain new data collection; however, all trees must maintain their Asset Names.



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

#### **AGENDA ITEM 10.D.**

**To:** Board of Trustees

**From:** Diana Puga, Municipal Services Coordinator

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

**RE:** (Omnibus Item) 2026 Contract Renewals

---

#### **Recommendation**

The Properties and Recreation Committee reviewed this item at their meeting on January 7, 2026 and recommended to approve contract renewals for a one-year period with Beary Landscaping Management, LLC, The YMI Group, Inc., and Winkler Tree and Lawn Care for landscape maintenance services, HVAC maintenance services, and tree trimming services.

#### **Summary**

Attached for the Board's review and approval are renewal letters for the 2026 contract year:

1. Landscape Maintenance Services: Beary Landscape Management, LLC in an amount of \$44,020.00 for monthly maintenance work and a total budgeted amount of \$91,779 for seasonal planting, holiday decorative work, and additional requested services. This will be the second renewal for the contract which was awarded by the Village Board on April 22, 2024.
2. HVAC Maintenance Services: The YMI Group, Inc., for an amount not to exceed \$17,995.00. This will be the second renewal for this contract, which was awarded by the Village Board on April 22, 2024.
3. Tree Trimming Services: Winkler Tree & Lawn Care in an amount not to exceed \$115,000.00. This will be the third renewal for the agreement which was first awarded by the Village Board on February 23, 2023.

#### **Financial Impact**

The Village budgets annually for landscape maintenance, HVAC maintenance, and tree trimming services.

#### **Recommended Motion**

I move to approve contract renewals for a one-year period with Beary Landscaping Management, LLC, The YMI Group, Inc., and Winkler Tree and Lawn Care for landscape maintenance services, HVAC maintenance services, and tree trimming services respectively.

## **Strategic Plan Alignment**

N/A

## **File Attachments**

1. Landscape Maintenance Services - Beary Landscape
2. 2026 Renewal Letter YMI HVAC Preventative Maintenance 12-18-2025
3. Winkler Tree and Lawn Care Renewal Letter



December 17, 2025

Beary Landscape Management, LLC  
Mr. Dwight Anderson-Business Development  
4627 Elm Avenue  
Brookfield, IL 60513

Dear Dwight,

This letter is to confirm that the Village of Western Springs will renew the **Landscaping Services Contract for 2026**.

By signing and returning this document, you are also accepting the 2026 contract with the same **specifications and rates (see page 2 & 3)**.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email [jpesek@wsprings.com](mailto:jpesek@wsprings.com)

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) Dwight Anderson

Title Business Development Mgr

Signature [Handwritten Signature]

Date 12/19/25

**SCHEDULE OF PROPOSAL PRICES**

PAGE 1 OF 2

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

ITEM					
No.	Items	Unit	Qty	Unit Price	Total
1	Ogden Avenue Hampton to Tollway	Month	8		
2	Ogden Wolf to Lawn	Month	8		
3	Walnut triangle @ Hampton	Month	8		
4	Hampton triangle @ Reid	Month	8		
5	Prospect triangle @ Reid	Month	8		
6	Tower Green	Month	8		
7	800 Hillgrove Avenue	Month	8		
8	Recreation Center	Month	8		
9	Grand Avenue	Month	8		
10	Wolf Rd. Bike Path West Adjacent to Forest Preserve	Month	8		
11	Village Hall	Month	8		
12	Water Plant	Month	8		
13	Well No. 5	Month	8		
14	East Railroad Underpass	Month	8		
15	Burlington Northern	Month	8		
15A	Burlington Northern - Wolf Road to Gilbert	Month	8		
15B	Burlington Northern - Wolf to Grand	Month	8		
15C	Burlington Northern – Grand to N.PW & S. Wall	Month	8		
16	Spring Rock Tower	Month	8		
17	Lawn Avenue (Post Office to Burlington)	Month	8		
18	Planting Bowls (11) (Central business District)	Month	88		
19	Planters (9) (Central Business District)	Month	72		
20	Commonwealth Detention Basin	Month	8		
21	48th Street Cul-de-sac Island	Month	8		
22	Wolf 52nd to 51st	Month	8		
23	Wolf 53rd to 55th	Month	8		
24	Lift Station	Month	8		
25	Fair Elms Cul-de-sac	Month	8		
26	Central Cul-de-sac	Month	8		
27	55th Street North side (Central to Woodland)	Month	8		
28	Woodland Cul-de-sac	Month	8		
29	Gilbert LTHS to South Village Limits	Month	8		
30	55 <sup>th</sup> Street North side East of Wolf	Month	8		
31	55th Street South side west of Woodland	Month	8		
32	Ridgewood Entrance @ Woodland	Month	8		
33	Ridgewood Entrance @ Grand	Month	8		
34	South Fire Station	Month	8		
35	Maple Lane and Ridgewood Dr. Triangle	Month	8		
36	Maple Lane and Crestview triangle	Month	8		
37	Maple Lane and Woodland Dr. Triangle	Month	8		
38	Ridgewood Entrance @ Park Place	Month	8		

**SCHEDULE OF PROPOSAL PRICES**

PAGE 2 OF 2

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

ITEM					
No.	Items	Unit	Qty	Unit Price	Total
39	5625 Ridgewood ROW	Month	8		
40	Sodding*	SQYD	160		
41	Silt Seeding*	Acre	2		
42	Mowing*	Acre	2		
43	Mulching*	CUYD	1		
44	Basic T&M Rates (Foreman Labor)	man hour	55		
45	Basic T&M Rates (Laborer w/hand tools)	man hour	110		
46	Railroad Protective Liability Insurance	Year	1		
<b>TOTAL BASE BID (ITEMS 1-46)</b>					

**\*These items are for additional work at the Village's request. The cost of sodding, mowing, silt seeding, and mulching required for items 1-39 should be included within each line-item cost.**

ITEM					
No.	Items	Unit	Qty	Unit Price	Total
1	Ogden Avenue Hampton to Tollway	Month	8	\$150	\$1,200
2	Ogden Wolf to Lawn	Month	8	\$60	\$480
3	Walnut triangle @ Hampton	Month	8	\$47	\$376
4	Hampton triangle @ Reid	Month	8	\$42	\$336
5	Prospect triangle @ Reid	Month	8	\$110	\$880
6	Tower Green	Month	8	\$425	\$3,400
7	800 Hillgrove Avenue	Month	8	\$42	\$336
8	Recreation Center	Month	8	\$150	\$1,200
9	Grand Avenue	Month	8	\$130	\$1,040
10	Wolf Rd. Bike Path West Adjacent to	Month	8	\$80	\$640
11	Village Hall	Month	8	\$250	\$2,000
12	Water Plant	Month	8	\$250	\$2,000
13	Well No. 5	Month	8	\$130	\$1,040
14	East Railroad Underpass	Month	8	\$46	\$368
15	Burlington Northern				\$0
15A	- Burlington Northern - Wolf	Month	8	\$131	\$1,048
15B	- Burlington Northern - Wolf	Month	8	\$131	\$1,048
15C	- Burlington Northern -	Month	8	\$131	\$1,048
16	Spring Rock Tower	Month	8	\$220	\$1,760
17	Lawn Avenue (Post Office to	Month	8	\$79	\$632
18	Planting Bowls (11 per month)	Month	8	\$65	\$520
19	Planters (9 per month) (Central	Month	8	\$65	\$520
20	Commonwealth Detention Basin	Month	8	\$175	\$1,400
21	48th Street Cul-de-sac Island	Month	8	\$48	\$384
22	Wolf 52nd to 51st	Month	8	\$58	\$464
23	Wolf 53rd to 55th	Month	8	\$74	\$592
24	Lift Station	Month	8	\$127	\$1,016
25	Fair Elms Cul-de-sac	Month	8	\$59	\$472
26	Central Cul-de-sac	Month	8	\$21	\$168
27	55th Street North side (Central to	Month	8	\$115	\$920
28	Woodland Cul-de-sac	Month	8	\$51	\$408
29	Gilbert LTHS to South Village Limits	Month	8	\$115	\$920
30	55 <sup>th</sup> Street North side East of Wolf	Month	8	\$138	\$1,104
31	55th Street South side west of	Month	8	\$127	\$1,016
32	Ridgewood Entrance @ Woodland	Month	8	\$41	\$328
33	Ridgewood Entrance @ Grand	Month	8	\$41	\$328
34	South Fire Station	Month	8	\$220	\$1,760
35	Maple Lane and Ridgewood Dr.	Month	8	\$47	\$376
36	Maple Lane and Crestview triangle	Month	8	\$47	\$376
37	Maple Lane and Woodland Dr.	Month	8	\$47	\$376
38	Ridgewood Entrance @ Park Place	Month	8	\$20	\$160

39	5625 Ridgewood ROW	Month	8	\$75	\$600
40	Ridgewood: Flagg Creek	Month	8	\$150	\$1,200
41	47 <sup>th</sup> Street Pedestrian Bridge	Quarter	4	\$150	\$600
42	48 <sup>th</sup> Street ROW Near Standpipe	Month	8	\$60	\$480
42	Sodding*	Sq.Yd.	160	\$6	\$1,000
43	Slit Seeding*	Acre	2	\$175	\$350
44	Mowing*	Acre	2	\$40	\$80
45	Mulching*	Cu. Yd	1	\$70	\$70
46	Basic T&M Rates (Foreman Labor)	Hour	55	\$30	\$1,650
47	Basic T&M Rates (Laborer w/hand	Hour	110	\$30	\$3,300
48	Railroad Protective Liability Insurance	Year	1	\$250	\$250
<b>TOTAL BASE BID (ITEMS 1-48)</b>					<b>\$44,020</b>



December 19, 2025

The YMI Group, Inc  
Mr. Albert Youna  
2483 Greenleaf Avenue  
Elk Grove Village, IL 60007

Ref : 2026 Renewal HVAC Preventative Maintenance Services

Dear Mr. Youna,

This letter is to confirm that the Village of Western Springs will renew the contract for HVAC Maintenance Services agreement for 2026.

By signing and returning this document, you are also accepting the 2026 contract with the same **specifications and rates.**

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email [jpesek@wsprings.com](mailto:jpesek@wsprings.com)

Respectfully submitted,  
Matthew Supert

A handwritten signature in blue ink that reads "Matthew A. Supert".

Director of Municipal Services

Name (printed): Jewana Mando

Title: Service Coordinator

Signature:

A handwritten signature in blue ink that appears to read "Jewana Mando".

Date : 12/22/2025



December 18, 2025

Winkler Tree & Lawn Care  
Kevin Halbert  
P.O. Box 1154  
LaGrange Park, IL 60526

Dear Kevin,

This letter is to confirm that the Village of Western Springs will renew the contract for the Tree Trimming.

By signing and returning this document, you are also accepting the 2026 contract with the same **specifications and rates.**

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email [jpesek@wsprings.com](mailto:jpesek@wsprings.com)

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) James Wolfe

Title Business Operations Manager

Signature

Date 12/31/25

#### IV. Bid Schedule

To provide for the trimming of specified trees in Western Springs, Illinois  
 DBH = Diameter Breast Height (four feet six inches (4' 6") above highest ground level)

Tree DBH	Approximate % of Trees of that size	Costs per tree
8"-15"	44	\$75.00
16"-25"	37	\$94.00
26"-35"	15	\$94.00
36"- plus	4	\$188.00
Asset(s)	On Call Emergency Work	Flat Rate/hour
2 Persons, Chipper truck/Chipper	Price/hour inclusive	\$300.00
1 Person Aerial Lift Truck	Price/hour inclusive	\$150.00
Laborer	Price/hour	\$150.00
1 Person Aux Truck	Price/hour inclusive	\$150.00

#### ADDITIONAL INFORMATION

The following information must be provided with the bid:

- I) Starting Date: 11/3/2023
- II) Equipment list to be used on the project. Revised each year upon agreement for extension of contract.
- III) References from other Municipal Trimming Contracts:

Municipality	Contact Name/Phone Number
1) <u>City of Crystal Lake</u>	<u>Larry Zurek / 815-356-3744</u>
2) <u>Village of Addison</u>	<u>Tim Tokarz / 630-620-2020</u>
3) <u>Village of Brookfield</u>	<u>Carl Muell / 630-965-1612</u>
4) <u>Village of North Riverside</u>	<u>Vince Ranieri / 708-762-5885</u>



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

#### AGENDA ITEM 11.A.

**To:** Board of Trustees

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

**CC:** Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services, Matthew Supert, Director of Municipal Services

**RE:** Presentation of the Safe Routes to School Village-Wide Travel Plan

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#### **Recommendation**

Presentation only.

#### **Summary**

In 2024, the Village was awarded a Safe Routes to School grant, totaling \$75,000, to develop a Village-wide school travel plan. Epstein was chosen as the Village's consultant after a Request for Qualifications (RFQ) process. The grant was awarded by the Illinois Department of Transportation (IDOT) and no Village match was required. The plan is substantially complete and Epstein will be at the January 26, 2026 Board Meeting to present the results.

The plan provides solutions to improve walking and biking opportunities and awareness for students. This includes short-term and long-term improvements and policy recommendations for staff and the Village Board to consider. The study will include D101 (Forest Hills, Field Park, McClure, and Laidlaw), D106 (La Grange Highlands), LTHS (North and South), and St. John of the Cross. Improvements are expected to include sidewalk installation/reconfigurations, intersection safety improvements, bike safety considerations, right-of-way and drop-off improvements, and more.

#### **Project Highlights**

Epstein will provide a thorough overview of the plan, public input process, infrastructure/policy recommendations, and more at the Board Meeting. Highlights to note are:

- Two (2) Public Surveys
  - Survey #1 had 448 responses focused on safety, new sidewalks, and enforcement.
  - Survey #2 had 279 responses focused on new infrastructure elements.
- 70+ community members engages at Touch-a-Truck and Gathering on the Green
- Six (6) walk audits during school drop-off and pick-up hours.
- Established Steering Committee with D101 and D106 representation, community members, and staff.

- 50+ infrastructure recommendations
  - FY2026 budget includes design engineering funds for sidewalk infill projects in Old Town North and Forest Hills
- Three (3) recommended policy considerations

### **Financial Impact**

None.

### **Recommended Motion**

None.

### **Strategic Plan Alignment**

- Infrastructure Improvements
- Community Planning and Economic Development
- Public Safety and Community Engagement

### **File Attachments**

None



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: January 12, 2026

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

**To:** Board of Trustees

**From:** Daisy Chavez, Assistant to the Village Manager

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

**RE:** (Discussion only) Greenest Region Compact Resolution

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#### **Recommendation**

The Public Health and Safety Committee reviewed this item at their meeting on January 7, 2026 and recommended to the Village Board the approval of the Greenest Region Compact for the Village of Western Springs.

#### **Summary**

The Metropolitan Mayors Caucus Greenest Region Compact (GRC), promotes sustainability in communities around the Chicago region with an emphasis on building strong and vibrant communities. The GRC is composed of 49 high-level goals that have been reached by consensus. These goals address the following ten (10) categories: climate, economic development, energy, land, leadership, mobility, municipal operations, sustainable communities, water, waste and recycling. The GRC guides municipalities towards sustainable goals and actions and encourages communities to work together to create a sustainable region. It aligns community priorities, builds on existing best practices, and capitalizes on the collective expertise of community leaders in the metropolitan region. To date, 165 communities have adopted the GRC to improve sustainability plans. Municipalities adopt the GRC by resolution, agreeing to work to achieve sustainability goals.

Municipalities are not required to achieve every goal in the GRC. Instead, the goals provide a framework and direction in common areas of municipal sustainability accomplishments. The GRC framework was created for municipalities to use as a checklist to record progress and achievements. In preparing for this meeting, a working group, comprised of Village of Western Springs staff from all departments, completed a customized Western Springs framework with completed, in-progress, and future sustainable initiatives. Future initiatives will be noted and discussed with appropriate Board Committees or, for larger initiatives, at future Strategic Planning sessions. At this time, there is no reporting requirement or specific project timeline with the Metropolitan Mayors Caucus. Projects are prioritized and monitored by municipalities to suit their own objectives and there is no cost to adopt the GRC.

#### **Financial Impact**

None.

### **Recommended Motion**

I move to approve a resolution to adopt the Greenest Region Compact for the Village of Western Springs

### **Strategic Plan Alignment**

- Public Safety and Community Engagement
- Financial Sustainability

### **File Attachments**

1. GRC Collaborating for Sustainable Communities
2. GRC2-Municipal-Resolution-FINAL\_4.6.2018



## COLLABORATING FOR SUSTAINABLE COMMUNITIES

The member municipalities of the Metropolitan Mayors Caucus seek a vibrant, sustainable future for their communities and the greater Chicago region. The consensus goals of the Greenest Region Compact aim for enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

To become the most sustainable and successful region in the United States, they, therefore, support the following consensus goals of the Greenest Region Compact and agree to work to achieve them, both in their own communities and in collaboration throughout the region:



### Climate

- Reduce greenhouse gas emissions
- Maintain clean and healthful air
- Develop resiliency to climate change impacts
- Engage the community in climate change mitigation and adaptation



### Economic Development

- Promote innovation and a competitive workforce
- Cultivate local and sustainable development, jobs, and businesses



### Energy

- Use energy for buildings and facilities efficiently
- Advance renewable energy
- Reduce energy consumption
- Enact policies that support clean energy
- Engage the community in clean energy practices



### Land

- Encourage strategic development that upholds sustainability principles
- Conserve, restore and enhance natural features and ecosystems
- Support networks of accessible, well-used, and enjoyable parks
- Sustain a robust urban forest canopy
- Sustain beautiful landscapes that provide ecosystem services
- Achieve greater livability through sustainable land use and housing policies
- Cultivate a conservation ethic in the community



### **Leadership**

- Enlist support for GRC2 goals through regional, state and national leadership
- Advocate for policies that align with and advance the GRC2
- Work collaboratively towards a sustainable region



### **Mobility**

- Support safe and effective active transportation
- Maintain a diverse, safe, and efficient transportation network
- Support efficient transportation that uses resources wisely
- Integrate sustainability into transportation policies, programs, and regulations
- Promote public and sustainable transportation choices



### **Municipal Operations**

- Lead by demonstrating sustainable values and practices
- Integrate sustainability into all municipal operations
- Operate a safe, clean and efficient fleet
- Collect and manage data to advance sustainability



### **Sustainable Communities**

- Promote cultural vibrancy in the community
- Foster a culture of health, safety, and wellness
- Increase access to sustainably grown local food
- Sustain community principles that are welcoming, inclusive and equitable
- Promote a sustainable identity for the community
- Ensure local policies and codes support sustainability
- Cultivate community values based on principles of sustainability



### **Waste & Recycling**

- Support sustainable material management
- Recycle materials across all sectors
- Divert waste from landfills
- Enact policies that cause sustainable material management
- Engage the community in waste reduction and recycling



### **Water**

- Use and distribute water efficiently
- Protect and improve water quality
- Manage water system assets sustainably
- Optimize the use of natural and built systems to manage stormwater
- Practice stewardship of water resources
- Enact policies to protect water resources
- Engage the community in water stewardship



## **Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact**

**WHEREAS**, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

**WHEREAS**, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

**WHEREAS**, it is important for Mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with regional, national and global initiatives; and

**WHEREAS**, the Metropolitan Mayors Caucus created the Greenest Region Compact to address environmental sustainability issues of global importance at the local level; and

**WHEREAS**, the Greenest Region Compact, an update to the original pledge and sometimes referred to as the Greenest Region Compact 2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

**WHEREAS**, the Greenest Region Compact synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

**WHEREAS**, the Greenest Region Compact offers a companion Framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to local priorities; and will offer resources to help them succeed; and

**WHEREAS**, the consensus goals of the Greenest Region Compact will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

**NOW, THEREFORE, BE IT RESOLVED** that the City/Village of \_\_\_\_\_ endorses the Greenest Region Compact proposed by the Metropolitan Mayors Caucus and agrees to work to achieve them, both in their own communities and in collaboration throughout the region.