



AGENDA

BOARD OF TRUSTEES

Regular Meeting: February 9, 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. January 26, 2026 President and Board of Trustees Meeting Minutes

Motion to approve as read.

Second to the motion.

Voice vote.

6. General Government Committee Report (Trustee Chen)

A. (Report Only) Notice of Regular Meeting Dates to Include Plan Commission 2026 Schedule

B. (Report only) 2026 Legislative Initiatives

7. Finance Committee Report (Trustee Martin)

A. (Discussion only) Modifications to Fees - Village Fee Schedule

B. (Discussion Only) 2026 Vendors Approved via Financial Reporting

C. (Discussion Only) An Ordinance Implementing a Non-Home Rule Municipal Retailers' Occupation Tax and a Non-Home Rule Municipal Service Occupation Tax in the Village of Western Springs

8. Planning and Zoning Committee Report (Trustee Fink)

A. (Discussion only) Title 9 Building Code Update

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

A. (Discussion only) Woodland Avenue Reconstruction - Lead Service Line Replacement Easement Agreements

- B. (Discussion only) Professional Services Agreement with Robinson Engineering, Ltd. for Water Valve Replacement Design
- C. (Discussion only) Waiver of the Bidding Process and Vendor Contract with Sole-Source Provider Filtration Services, LLC for the Procurement of Parts and Service for the Amiad Iron Removal System
- D. (Discussion only) Waiver of the Bidding Process and Vendor Contract with Sole-Source Provider Ferguson Waterworks for the Purchase of Water Meters and Accessories.
- E. (Discussion only) Waiver of the Bidding Process and Vendor Contract with Mohr Oil for Fuel Supply and Delivery
- F. (Discussion only) Water System Update

10. Properties & Recreation Committee Report (Trustee Nawrocki)

- A. (Discussion only) 2026 Contract Renewals

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

- A. (Discussion only) Joint Purchase of Fire Department Self Contained Breathing Appartus (SCBA) from Sole-Source Provider Air One Equipment, Inc.

12. Consideration of an Omnibus Vote - None.

13. New Business

14. Old Business

15. Reports

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

16. Closed Meeting (If needed)

17. 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, please email accomodations@wsprings.com or contact Jill Izzo at 708-246-1800, extension 127.

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, January 26, 2026

President Heidi Rudolph, Presiding
Call to Order, 7:00 pm
Jill Izzo, Deputy Village Clerk

Board Members Present:

Amy Avakian
Nicole Chen
Alan Fink
Scott Lewis
Karen Martin
Phil Nawrocki

Board Members Absent:

None.

Village Attorney Present:

Anne Skrodzki, Village Attorney

Staff Present:

Ellen Baer, Village Manager
Casey Biernacki, Deputy Village Manager
John Mastandona, Director of Finance
Jeff Koza, Director of Engineering
Heather Valone, Director of Community Development
Matt Supert, Director of Municipal Services
Brian Scott, Director of Fire and Emergency Services
Terry Madler, Police Sergeant
Daisy Chavez, Assistant to the Village Manager

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 January 12, 2026 President and Board of Trustees meeting minutes were approved as read.

GENERAL GOVERNMENT COMMITTEE REPORT

No report.

FINANCE COMMITTEE REPORT

No report.

PLANNING AND ZONING COMMITTEE REPORT

Trustee Fink reported that the following items were previously discussed and on tonight's Omnibus for approval: a vendor contract with Teska Associates, Inc. for the Village Comprehensive Plan update and text amendments to both Title 9 and Title 6 of the Village code. Trustee Fink further reported that the text amendments related to medial cannabis will be discussed later the agenda under "other business".

PUBLIC WORKS & WATER COMMITTEE REPORT

Trustee Lewis reported that the following items were previously discussed and on tonight's Omnibus for approval: a vendor contract with Wigen Water Technologies for the supply and installation of the replacement of reverse osmosis membranes; a vendor contract with Hawkins, Inc. for chemicals used to treat the potable water; a vendor contract with National Power Rodding Corporation for the catch basin and intel cleaning; and a vendor contract with Custom Filtration Solutions.

PROPERTIES & RECREATION COMMITTEE REPORT

Trustee Nawrocki reported that the following items were previously discussed and on tonight's Omnibus for approval: an amendment to the annual contribution calculation for the Southeast Association for Special Parks and Recreation (SEASPAR) Joint Agreement; a surplus declaration for two file cabinets located in Village Hall; and a vendor contract with Advanced Tree Care, Inc. for the 2026 tree inventory updates.

PUBLIC HEALTH & SAFETY COMMITTEE REPORT

Trustee Avakian reported that the following item were previously discussed and on tonight's Omnibus for approval: Greenest Region Compact Resolution which sets forth goals to assist municipalities to improve sustainability plans.

Stephanie Nappa, Senior Planner from Epstein gave a presentation on the Safe Routes to School Village-Wide Travel Plan.

CONSIDERATION OF AN OMNIBUS VOTE

Trustee Chen moved that the ordinances, resolutions and motions as contained on the meeting agenda for January 26, 2026, be adopted and/or approved under an Omnibus vote. Trustee Chen read the Omnibus in its entirety.

Omnibus:

A motion to approve the January 12, 2026 meeting minutes as read.

Resolution No. 26-2972

A Resolution approving and authorizing the execution of a vendor contract for goods, supplies and services between the Village of Western Springs and Teska Associates, Inc. for the preparation of an update to the Village of Western Springs Comprehensive Plan

Ordinance No. 26-3307

An Ordinance amending Title 6 (Police Regulations), Chapter 2 (Animals) of the Western Springs Municipal Code related to residential honey beekeeping

Ordinance No. 26-3308

An Ordinance amending Title 10 (Development Control Ordinance), Chapter 2 (Definitions and Rules of Word Usage), Chapter 3 (Administrative Bodies and Procedures), Chapter 4 (Development Standards of General Applicability), Chapter 5 (Zoning Districts), Chapter 7 (Business District Regulations), Chapter 8 (Planned Developments), and Appendix B (Gross Floor Area Supporting Documents) of the Western Springs Municipal Code

Resolution No. 26-2973

A Resolution approving the waiver of the competitive bid process in favor of the solicitation of competitive proposals and accepting and authorizing the execution of an agreement to be entered into between the Village of Western Springs and Wigen Water Technologies of

Chaska, Minnesota for the replacement of reverse osmosis membranes and authorizing the expenditure of Village funds to pay for the services in an amount not to exceed \$266,795.50

Resolution No. 26-2974

A Resolution waiving the competitive bid process in favor of the solicitation of competitive proposals and authorizing the execution of an agreement to be entered into between the Village of Western Springs and Hawkins, Inc. Water Treatment Group of University Park, Illinois for the supply and delivery of chemicals for the treatment of potable water, and authorizing the expenditure of Village funds in an amount not to exceed \$325,000

Resolution No. 26-2975

A Resolution accepting the lowest cost, qualified, responsive bid, authorizing the execution of an agreement to be entered into between the Village of Western Springs and National Power Rodding Corp. of Chicago, Illinois for the 2026 catch basin and inlet cleaning services, and authorizing the expenditure of Village funds to pay for the project in an amount not to exceed \$200,000

Resolution No. 26-2976

A Resolution approving the waiver of the competitive bidding process in lieu of purchase from a sole source provider and authorizing the approval and execution of a vendor contract to be entered into with Custom Filtration Solutions, LLC of Wheaton, Illinois for the supply and delivery of pre-treatment cartridge membranes and authorizing the expenditure of Village funds in an amount of \$40,000

Resolution No. 26-2977

A Resolution approving and authorizing the execution of amendments to the Joint Agreement for the Southeast Association for Special Parks and Recreation (“SEASPAR”)

Resolution No. 26-2978

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 Advanced Tree Care of Lincolnshire, Illinois for the 2026 tree inventory updates and authorizing the expenditure of Village funds to pay for the project in an amount not to exceed \$29,000

Resolution No. 26-2979

A Resolution approving and endorsing the Metropolitan Mayors Caucus' Greenest Region Compact

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

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

Voting Nay: None.

Absent: None.

Other Business

Trustee Fink made a motion to approve the following ordinance which was read in its entirety:

Ordinance No. 26-3309

An Ordinance amending Title 10 (Development Control Ordinance), Chapter 2 (Definitions and Rules of Word Usage) and Chapter 7 (Business District Regulations) related to medical cannabis of the Western Springs Municipal Code.

Trustee Martin seconded the motion.

Discussion was had among board members, Director Valone and Village attorney Skrodzki regarding this amendment to the Village code to allow for a medical cannabis only retail establishment which would require a conditional use permit.

Motion passed on a roll call vote.

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

Voting Nay: None.

Absent: None.

Trustee Lewis made a motion to approve the following ordinance which was read in its entirety:

Ordinance No. 26-3311

An Ordinance authorizing the Village of Western Springs, Cook County to borrow funds from the Public Water Supply Loan Program of the Illinois Environmental Protection Agency for the completion of the replacement of forty-two (47) residential lead service lines within the Village of Western Springs.

Trustee Nawrocki seconded to the motion.

Motion passed on a roll call vote.

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

Voting Nay: None.

Absent: None.

REPORTS

Monthly Financial Report (Trustee Martin)

Trustee Martin and Director Mastandona gave a summary of the November and December financial reports. Trustee Martin made a motion to approve the financial reports as presented, seconded by Trustee Lewis. The motion passed on a roll call vote.

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

Voting Nay: None

Absent: None.

Village President Rudolph

No report.

Village Manager Baer

Manager Baer reported that the mobile emission testing is back in Western Springs this week, and that no appointment is required. Manager Baer also reported that the Police Department has been working to educate residents on phone scams. Sergeant Madler indicated that there has been an increase in phone scams and that their detectives and social workers are providing training to address this issue.

Village Attorney Skrodzki

Attorney Skrodzki reported that she gave a workshop on contract and municipal procurement to Village staff.

ADJOURNMENT

Trustee Chen made a motion to adjourn, seconded by Trustee Martin. Motion passed on a unanimous voice vote. Meeting adjourned at 7:50 p.m.

Submitted by:

Jill Izzo

Deputy Village Clerk

TO WHOM IT MAY CONCERN:

As required by the Illinois Compiled Statutes, the Village of Western Springs herein provides notice of the regular meeting dates and times in 2026 for all Village Boards and Commissions. In the event there are any changes in the following schedule, you will be notified in accordance with State law.

<u>Boards & Commissions</u>	<u>Meeting Date</u>	<u>Time</u>	<u>Location</u>
Board of Trustees Meeting	January 12 and 26	7:00 pm	Board Room
	February 9 and 23		
	March 9 and 23		
	April 13 and 27		
	May 11 and 18		
	June 15		
	July 13		
	August 10		
	September 14 and 28		
	October 12 and 26		
	November 9 and 16		
	December 7 and 14		
Plan Commission	January 15, 2026		
	February 19, 2026		
	March 19, 2026		
	April 16, 2026		
	May 21, 2026		
	June 28, 2026		
	July 16, 2026		
	August 20, 2026		
	September 17, 2026		
	October 15, 2026		
	November 19, 2026		
	December 17, 2026		
Board of Fire and Police Commissioners	On Call		
Board of Zoning Appeals	On Call		
Economic Development	On Call		
Fire Pension Board	On Call		
Infrastructure Commission	On Call		
Liquor Commission	On Call		
Police Pension Board	On Call		
Recreation Commission	Quarterly	7:00 pm	Rec Center*
Transportation and Safety Commission	3rd Tuesday (Alternate Months)	7:00 pm	Board Room

Edward Tymick, Village Clerk

*Recreation Center, 1500 Walker Street. All other meetings at Village Hall.



DuPage Mayors and Managers Conference

an association of municipalities representing 1,000,000 people

2026 Legislative Action Program

A coalition of cities and villages working together, the Conference fosters collaboration and advocates for excellence in municipal government.

➤ **Protect Sustainable Municipal Pensions**

The sustainability of municipal pensions, as well as the taxpayers that fund them, must be protected by preventing further Tier 2 pension benefit increases for police (Article 3), fire (Article 4), and IMRF (Article 7).

➤ **Invest in Local Communities**

To ensure local governments can deliver essential services to our communities, municipal revenues must be maintained or increased, and barriers such as unfunded mandates and preemptions of local authority must be mitigated.

➤ **Modernize Public Records Management**

As the use of technology and digital records continues to evolve, common sense changes to the Freedom of Information Act and Open Meetings Act must be made to preserve transparency, improve efficiency, and mitigate the use of public records for entertainment and profit.

➤ **Adapt to Evolving Mobility Choices**

Our transportation system must adapt to meet both current and future mobility needs, including investing in public transit service connectivity in the suburbs, regulating e-scooters and e-bikes to protect public safety, and ensuring sustainable revenues for local road infrastructure.



Welcome

Municipal Pensions Briefing

Senator Laura Ellman and Representative Mary Beth Canty

*Northwest Municipal Conference and
DuPage Mayors and Managers Conference*

Introduction

Municipal Pension Briefing
December 2, 2025



- Article 3 (Police), Article 4 (Fire) and Article 7 (Illinois Municipal Retirement Fund) provide pensions for municipal employees outside the City of Chicago.
- Retirement age, benefits, employee contributions, Cost of Living Adjustments, etc. are established in the state's Pension Code.
- Municipalities fund pensions through employer and employee contributions (No State Funding).
- Illinois Police Officers' Pension Investment Fund, Illinois Firefighters' Pension Investment Fund, and the Illinois Municipal Retirement Fund manage consolidated investments while maintaining segregated accounts for each municipality.

Agenda

Municipal Pension Briefing
December 2, 2025



1. What led to Tier 2 Pension Legislation
2. Tier 2 Negotiations
3. Tier 2 Pension Benefits for Municipal Employees
4. Investment Fund Consolidation
5. The Social Security "Safe Harbor Concern"
6. Tier 2 Municipal Pensions and Taxpayers
7. Concerns Going Forward: SB 1937



What Led to Tier 2 Pension Legislation

Mark Fowler
NWMC Executive Director

1990-2010: Pension Benefit Increases

Municipal Pension Briefing
December 2, 2025



- 1993: Firefighter Benefit Increase (Public Act 87-1265)
Cost = 1.535% of payroll
- 1993: Police Benefit Increase (Public Act 87-1265)
Cost = 1.65% of payroll
- 1999: Firefighter Benefit Increase (Public Act 91-0466)
Cost = 1.51% of payroll (1.306% employer share)
- 2000: Police Benefit Increase (Public Act 91-0939)
Cost = 1.51% of payroll (1.306% employer share)
- 2004: Firefighter Benefit Increase (Public Act 93-0689)
Cost = 5.63% of payroll (4.63% employer share)

Source: Illinois Municipal League

Unfunded Liabilities Grew

Municipal Pension Briefing
December 2, 2025



Police (30 funds) & Firefighters (22 funds)

- 1999: Average funded ratio – 89.6% (Police), 99.5% (Fire)
- 2007: Average funded ratio – 70.4%, 76.1% (Fire)
- 1999: 34 of 52 at 90% funded or better (19 over 100%)
- 2007: 3 of 52 at 90% funded or better
- 1999: 6 of 52 at 75% funded or less
- 2007: 30 of 52 at 75% funded or less

Source: 2008 NWMC Pension Study

Unfunded Liabilities Grew

• DuPage Police Pension Funds

	1999	2010
Contributions per employee	\$8,380	\$23,720
Average Funded Ratio	84%	64%
90% Funded or Better	10 of 30 funds	1 of 30 funds
75% Funded or Less	7 of 30 funds	27 of 30 funds

How Did Municipalities Respond?

Municipalities were attempting to keep up

Increasing contributions to pension funds

Contributions per employee **doubled** in less than 10 years*

- Police: \$8,246 per employee in 1999 to \$16,529 per employee in 2007 (+100.4%)
- Fire: \$6,960 per employee in 1999 to \$14,103 per employee in 2007 (+102.6%)

*Based on all 30 municipalities in study

Source: 2008 NWMC Pension Study

Impact on Tax Levy

Public safety pensions taking an increasing larger share of municipal property tax levy since 1999

- Police and fire pensions grew from 12.1% of the average municipal levy in 1999 to 18.9% in 2007*
- Police alone grew from 7.2% in 1999 to 10.5% in 2007
- Fire alone grew from 4.9% in 1999 to 8.4% in 2007

*Based on 22 municipalities imposing separate line item for police pension levies and 18 imposing separate line item for fire pension levies

Source: 2008 NWMC Pension Study

Economic Factors

2001: Stock market crash
2002: Recession
2006: Subprime mortgage crisis
2008: Stock market crash
2007-09: The "Great Recession"

- Pension funds suffered investment losses
- Municipal revenues (sales and property taxes) dropped
- Taxpayers, especially homeowners, squeezed

2009: The Perfect Storm

Declining revenues (budget stress)
+
Growing unfunded liabilities
+
Rapidly increasing actuarially required contribution
=
Statewide pension crisis

Police funded ratio = 51.2% Fire funded ratio = 51.1%
Several funds faced possible insolvency

Sought Legislative Relief

Senate Bill 2011 (Sen. Pam Althoff)

Negotiations with unions over a proposal to implement a two-year, 10% cap on increases to municipal contributions

Would have spared NWMC property taxpayers approx. \$7 million

Held in the House



Tier 2 Negotiations Public Act 96-1495

Doug Krieger
Manager, City of Naperville

Tier 2 Negotiation Details



Dates of Negotiations

- March 9, 2010
- March 11, 2010
- April 14, 2010
- April 22, 2010

May 5, 2010 – Senator Link amends HB 5873

Negotiating Teams included representatives from municipalities and public safety unions.

Neither public safety unions nor municipalities supported final Tier 2 legislation.

Issues	Outcome
Retirement age	Compromise
Early retirement reduction	Compromise
Max pension	Compromise
Final salary	Compromise
Disability benefit	Public safety position
Surviving Spouse	Public safety position
Retirement COLA	Compromise
Termination benefits	Public safety position



Tier 2 Pension Benefits for Municipal Employees

Chris Staron
NWMC Policy Director

Tier 2 Benefits: Public Safety



	Tier 1	Tier 2
Employee Contribution	9.91% (Police) & 9.455% (Fire)	No change
Final Rate of Earning	Salary on final day of service	<ul style="list-style-type: none"> Average of 4 out of last 5 years' salary. Pensionable salary cap increases by lesser of CPI-U or 3%.
Full Retirement	Age 50 with 20 years of service	Age 55 with 10 years of service
Early Retirement Deduction	Not applicable	Age 50 with 10 years, reduced .5% per month younger than age 55
Pension Formula	2.5% x FRE x Years of Service	No change
Maximum Pension	75% of FRE	75% of FRE
Cost of Living Adjustment (COLA)	3% Compounded	Lesser of 1/2 CPI-U or 3%

Tier 2 Benefits: IMRF



	Tier 1	Tier 2
Employee Contribution		No change
Final Rate of Earning	<ul style="list-style-type: none"> Average of highest 4 out of last 10 years' salary. Pensionable salary cap at \$305,000 	<ul style="list-style-type: none"> Average of highest 8 out of last 10 years of service. Pensionable salary cap increases by lesser of 1/2 CPI-U or 3%.
Full Retirement	Age 60 with 8 years of service	Age 67 with 10 years of service
Early Retirement Deduction	Age 55 with 8 years, reduced by .25% per month younger than 60.	Age 62 with 10 years, reduced .5% per month younger than age 67
Pension Formula	((1.67% x Service Credit to 15 years) + (2% x Service Credit over 15 years)) x FRE	No change
Maximum Pension	75% of FRE	75% of FRE
Cost of Living Adjustment (COLA)	3%	Lesser of 1/2 CPI-U or 3%

Sample Tier 2 Pension: NWMC



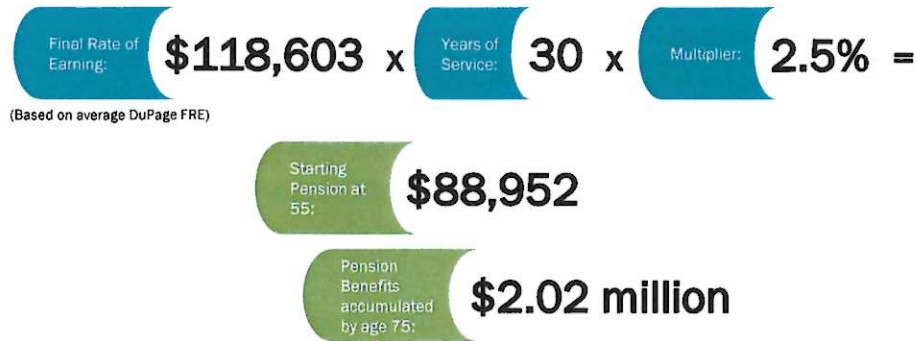
Final Rate of Earning: **\$111,021** x Years of Service: **30** x Multiplier: **2.5%** =

(Based on average NWMC salaries)

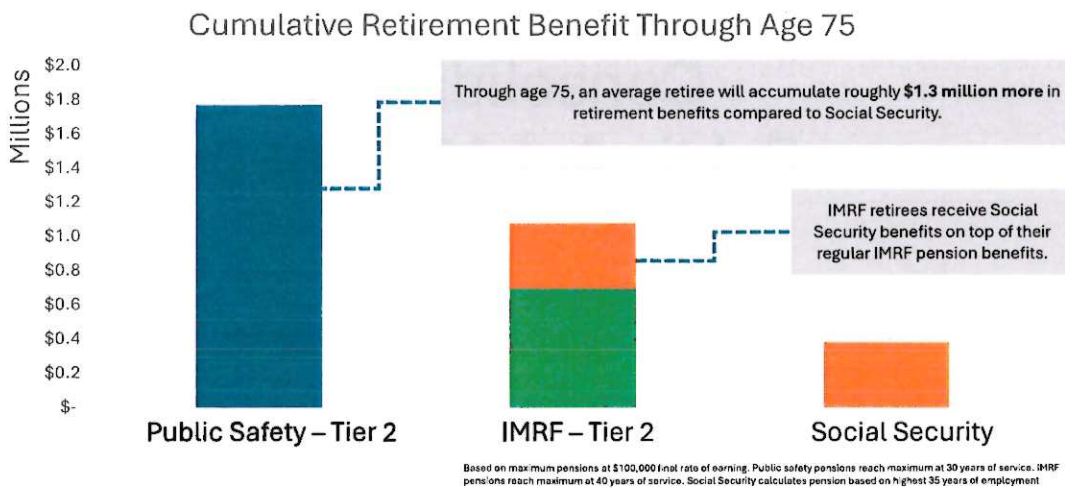
Starting Pension at 55: **\$83,266**

Pension Benefits accumulated by age 75: **\$1.89 million**

Sample Tier 2 Pension: DMMC



Illinois Municipal Pensions vs. Social Security



Midwest Public Safety Pension Comparisons

State	Employee Contribution	Full Retirement Age	Pension Formula	Cost of Living Adjustment (COLA)	Funded Ratio
Illinois	9.91% (Police) & 9.455% (Fire)	55	2.5% x Service Credit x FAS (4 out of 5 years)	Lesser of 1/2 CPI-U or 3% (not compounding)	65.08%
Wisconsin	6.8% (Variable)	54 (53 w/ 25 years of service)	2.5 x Service Credit x FAS	Variable (based on investment fund performance)	96%
Indiana	6%	52	52% + (2% x Service Credit over 20 years)	Lesser of CPI-U or 3%	93.2%
Iowa	9.4%	55	((3% x Service Credit to 22 years) + (2% x Service Credit over 22 years)) x FAS (3 years)	1.5% plus a flat-dollar amount based on number of years retired (maxes at \$35 per month)	84.57%
Missouri	0-6% as elected by employer	55	2.5% x Service Credit x FAS (Note: Employer has control over multiplier - 2.5% is max)	Lesser of CPI-U or 4%. COLA must be approved by Pension Board annually	95.1%
Kentucky	9%	60 (or 25 years of service)	Does not apply - Hybrid Cash Balance Plan enacted for new hires after 1/1/2014	Only granted based on 100% funded ratio or General Assembly action	47.58%
Michigan	5%	55 (50 under certain circumstances)	((2% x Service Credit to 25 years) + (1% x Service Credit over 25 years)) x FAS (5 years)	Determined by Municipality through collective bargaining	N/A - No consolidated figures available
Minnesota	11.8% (Variable)	55	3% x Service Credit x FAS (5 years)	1% (compounding)	93.06%

Constitutional Protection



Illinois pension benefits are constitutionally protected – “Enforceable contractual relationship, the benefits of which shall not be diminished or impaired.”

Constitutional protection is not enjoyed by all bordering states:

- In 2013, the Kentucky General Assembly changed the law for granting COLAs on existing pensions. Kentucky has not passed a COLA since 2011.
- Minnesota’s employee contribution has increased 6 times since 2009, going from 8.6% to 11.8%.
- Wisconsin’s employee contributions are variable based on the funding ratio of the pension system.
- Wisconsin’s COLA is variable based on investment performance, resulting in negative COLAs from 2008-2012.
- Missouri’s COLA is at the discretion of the Missouri Local Government Employees Retirement System Board of Trustees.

Illinois public safety employees enjoy a pension that is agreed to (and constitutionally protected) when beginning employment.



Investment Fund Consolidation Public Act 101-0610

Doug Krieger
**Trustee, Firefighters’ Pension
Investment Fund**

Pension Funding



Three pension funding sources:

1. Employee Contribution:
 - Firefighters: 9.455% of salary
 - Police: 9.91% of salary
 - IMRF: 4.5% of salary



2. Employer (Taxpayer) Actuarially Required Contribution

3. Investment Returns



The Social Security “Safe Harbor” Concern

Mark Fowler
NWMC Executive Director

Tier 2 Pension Comparisons

Municipal Pension Briefing
December 2, 2025

	Municipal Public Safety	IMRF	TRS	SERS
Full Retirement	Age 55 with 10 years of service Average of 4 out of last 5 years salary.	Age 67 with 10 years of service Average of highest 8 out of your last 10 years of service.	Age 67 with 10 years of service Average of 8 out of last 10 years salary.	Age 67 with 10 years of service Average of 8 out of last 10 years salary.
Final Rate of Earning	Pensionable salary cap increases by lesser of CPI-U or 3%.	Pensionable salary cap increases by lesser of ½ CPI-U or 3%.	Pensionable salary cap increases by lesser of ½ CPI-U or 3%.	Pensionable salary cap increases by lesser of ½ CPI-U or 3%.
Employee Contribution	9.91% (Police) 9.455% (Fire)	4.50%	9%	Members without Social Security - 8% Members with Social Security - 4%
Employer Contribution	Municipality	Municipality	State and local school districts	State
Cost of Living Adjustment (COLA)	Lesser of 1/2 CPI-U or 3%	Lesser of 1/2 CPI-U or 3%	Lesser of 1/2 CPI-U or 3%	Lesser of 1/2 CPI-U or 3%
Social Security	Determined by local community	IMRF employees participate in Social Security	Not applicable	Depends on the employee (see above)
Meets Safe Harbor	YES	YES	NO	NO (without Social Security)

Tier 2 municipal pensions meet or exceed Safe Harbor standards.
[Link to COGFA Study: Public Safety Pensions, State Pensions](#)

Public safety pensions differ substantially from teachers and state employees. Under Tier 2, a municipal public safety employee can retire at age 55, with 30 years of service. A Tier 2 teacher must wait until age 67, a full twelve years longer, to retire.

A Different Situation

Municipal Pension Briefing
December 2, 2025

- Social Security “Safe Harbor” concerns recognized
- Consolidation bill addressed pensionable cap and final average salary issues
- In June 2024, the Commission on Government Forecasting and Accountability (CGFA) released a report on Safe Harbor for Article 3 and 4 Pension Plans. The report concluded that:

To-date and into the near future, the Article 3 and 4 Funds satisfy the requirements of a Social Security replacement plan and that employers and employees are properly exempt from FICA (Federal Insurance Contributions Act) taxes.



Tier 2 Municipal Pensions & Taxpayers

Chris Staron
NWMC Policy Director

Doug Krieger
Manager, City of Naperville

Public Safety Pension Funds Before and After Tier 2 – NWMC Case Study

Municipal Pension Briefing
December 2, 2025

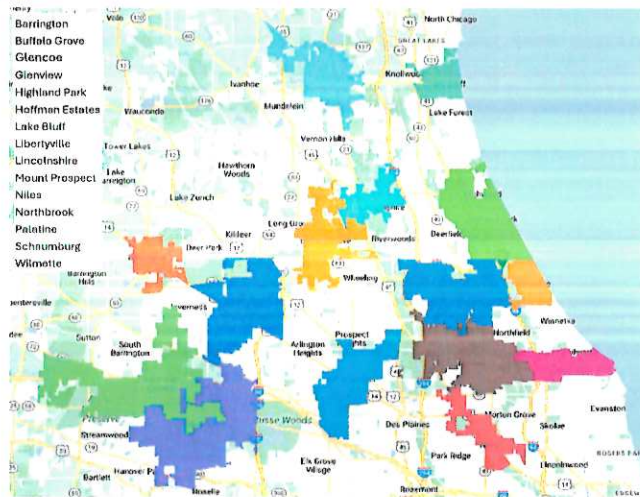
Examining 15 NWMC Communities (27 Funds)

Varying fund sizes –

- Assets from \$14 million to \$130 million
- Contributions from \$822,000 to \$8.5 million

Varying funded ratios –

- 68% to over 100% in 2001
- 50% to 91% in 2024



Public Safety Pension Funds Before and After Tier 2

Municipal Pension Briefing
December 2, 2025

	Decade Before Tier 2	After Tier 2
Contributions	Annual Growth of 12.69%	Annual Growth of 7.44%
Liabilities	Annual Growth of 9.15% (7.29% statewide)	Annual Growth of 4.84% (5.1% statewide)
Funding Ratio	Dropped from 86% in 2001 to 57% in 2010 (69.1% to 54.51% statewide)	Slowly rebounding to 64% in 2024 (65.1% statewide)

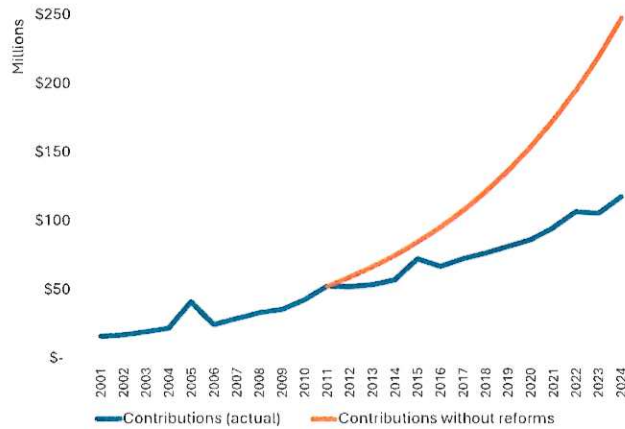
Public Safety Pension Fund Contributions

Communities' commitment to appropriately funding pensions:

- Since 2001, annual contributions have increased by 641%.

If trends from before Tier 2 would have continued . . .

- **Taxpayers** would have contributed an additional \$691.5 million to public safety pensions.
- 2024 **taxpayer** contributions would have been 111% higher.

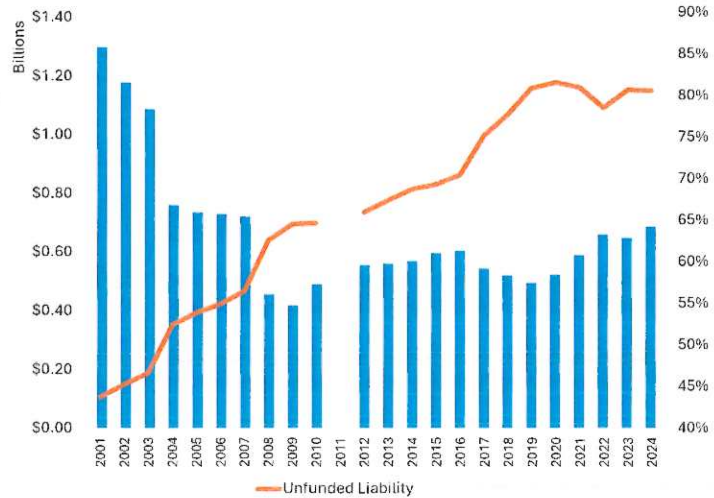


Unfunded Liabilities & Funded Ratio

Since the passage of Tier 2, the public safety pension system has moved towards stability.

After a decade of growing unfunded liabilities, assets are growing quicker than liabilities.

Funded ratios are slowly recovering.



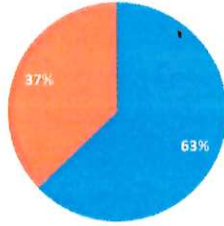
Tier 2 Taxpayer Relief

- The growth in annual pension contributions continue to grow faster than inflation.
- Without Tier 2, taxpayer contributions between now and 2040 would increase:
 - Schaumburg: **\$54.9 million**
 - Lake Forest: **\$21.2 million**
 - Des Plaines: **\$39.6 million**
 - Prospect Heights: **\$7.6 million**

Non-Home Rule Case Study: Lombard

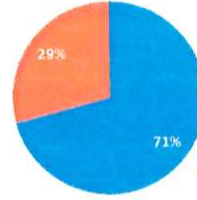
PROPERTY TAX LEVY ALLOCATED TO PENSIONS

■ 2023 Levy for Pensions ■ For Other Uses



PROPERTY TAX LEVY ALLOCATED TO PENSIONS IF TIER 2 ELIMINATED FOR PUBLIC SAFETY PENSIONS

■ 2023 Levy for Pensions if Tier 2 was eliminated for Police and Fire ■ For Other Uses

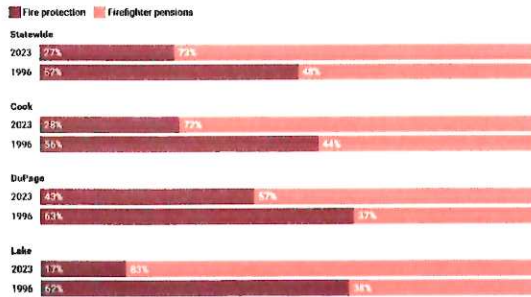


Source: Village of Lombard FY2023 Actuarial Analysis

Impact on Property Taxes

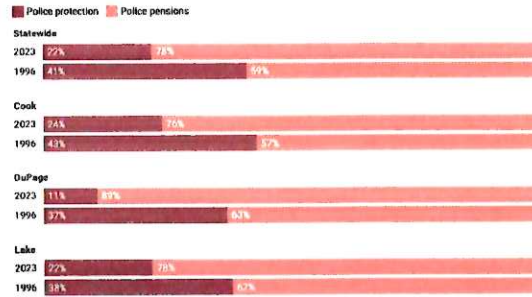
Illinois fire protection crowded out by pensions

Share of property taxes going to pensions, protective services, 1996 versus 2023



Police protection crowded out by Illinois pensions

Share of property taxes going to pensions and protective services, 1996 vs. 2023



Source: Illinois Department of Revenue, Illinois Policy Institute



Concerns Going Forward: Senate Bill 1937

Mark Fowler
NWMC Executive Director

Chris Staron
NWMC Policy Director

Municipal Pension Funds and the Future of Local Budgets

- Tier 2 is not a silver bullet or quick fix to Illinois' pension issues
- The median Fire fund is 74% funded
- The median Police fund is 64% funded
- The deadline to achieve a funded ratio of 90% is 2040
- Any Tier 2 or other benefit increases will create immediate unfunded liabilities which will require higher contributions that add to taxpayer costs

Senate Bill 1937 Summary

- Police (Article 3), Fire (Article 4) and IMRF (Article 7)
 - Legislation increases the cost-of-living adjustment (COLA)
 - Lowers the normal retirement age for full benefit
 - Ties the pensionable salary cap to the Social Security wage base
- Police (Article 3) and Fire (Article 4)
 - Moves back the statutory funding deadline to reach 90% from 2040 to 2055

Senate Bill 1937 Impacts

- Immediate increase to unfunded liability and normal cost
- NWMC Estimate – Year 1 Normal Cost Increase: \$18-35 million
- With full Tier 2 employment, the normal cost will be 35-100% higher under SB 1937.
- Estimated Contribution Increases through 2040:
 - Naperville: \$59,306,755 (14% annual property tax increase to pension levy)
 - Lombard: \$42,522,000 (10% annual property tax increase)*
 - Wheaton: \$58,314,231 (10% annual property tax increase)
 - Des Plaines: \$18,054,000 (4.5% annual property tax increase)
 - Burr Ridge: \$14,116,000 (25% annual property tax increase)*

*Non-home rule communities, subject to PTELL

Public Safety Pension Funds: Reamortization



- SB 1937 moves funding deadline from 2040 to 2055.
- Reamortization can provide flexibility to communities by extending the time reach 90% funding.
- *But* extending the deadline significantly increases the long-term costs to taxpayers.
- SB 1937 pairs reamortization with enhancements further increasing long-term costs.
- The cost of existing pensions and enhancements is shifted to future generation.

Increase (Decrease) in Estimated Employer Contributions (\$ in Million)					
Age 52 with 20 Years for Unreduced Pension & 90% by MFY 2055					
Time period	Aurora Fire	Harvey Fire	Aurora Police	East St. Louis Police	Total
MFY 2025 (first year of implementation)	(\$2.656)	(\$1.203)	(\$4.093)	(\$0.779)	(\$8.731)
Through MFY 2056	\$222.731	\$61.475	\$310.673	\$36.262	\$631.14

Source: COGFA Pension Impact Note on SB 1937

Pensions and Bond Ratings



- Since 2009, both state and local borrowing costs have shown a meaningful sensitivity to the sponsor's ratio of unfunded liability to revenue.
- Pensions have become increasingly relevant to the municipal bond markets and can have a meaningful impact on the borrowing costs of a municipality. As such, adequate funding, monitoring, and management of public pensions should continue to be an important component of fiscal management for state and local governments.

Source: Center for Retirement Research at Boston College:
"How Have Municipal Bond Markets Reacted to Pension Reform?"

Demographic Issue



In many communities, Tier 2 members equal/outnumber Tier 1

Number of retired members growing rapidly:

Police Funds

- 2012: 2:1 active to retired members (12,978 : 6,519)
- 2024: 6:5 active to retired members (13,489 : 11,649)

Firefighter Funds

- 2012: 2:1 active to retired members (9,196 : 4,521)
- 2024: 5:4 active to retired members (9,993 : 8,119)

Source: Illinois Department of Insurance



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: February 9, 2026

AGENDA ITEM 7.A.

To: Board of Trustees

From: Heather Valone, AICP, Director of Community Development

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Kelsey Fawell, Senior Planner, Jill Izzo, Deputy Village Clerk, Anne Skrodzki, Village Attorney, John Mastandona, Director of Finance, Matthew Supert, Director of Municipal Services, Sean Gilhooley, Director of Law Enforcement Services, Brian Scott, Director of Fire and EMS, Jeff Koza, Director of Engineering Services

RE: (Discussion only) Modifications to Fees - Village Fee Schedule

Recommendation

The Finance Committee reviewed this item at their meeting on January 20, 2026, and recommended the approval of the proposed Village Code updates and creation of a Village fee schedule.

Summary

The Village Code currently contains various fees across multiple sections, which can create challenges in maintaining consistency and efficiency during updates. To ensure transparency, consistency, and efficiency in Village operations, all departments have reviewed the fees currently outlined in the Village Code. Village staff is proposing necessary updates and adjustments based on current practices, costs, and regulatory requirements for certain fees to ensure that the Village's fee structure remains equitable, transparent, and aligned with operational costs.

In addition, Village staff is proposing the creation of a comprehensive fee schedule that consolidates all Village fees into a single reference document. This will streamline future updates, reduce administrative burden, and provide clarity for staff and residents. Attachment 1 contains the draft ordinance. Attachment 2 contains the draft fee ordinance. The draft fee schedule has been highlighted to show proposed changes. The proposed changes have been placed into the following categories listed in the last column on Attachment 2:

Market Adjustment: Reflects third-party consultant fees or market costs of goods

Operational Costs: Adjusted for the actual costs, time, or Village resources required to provide the service

Agreement: Cost based on an agreement with another agency or joint purchasing

Comparable to Neighboring Communities: Fee was compared to neighboring units of government

Key Initiative: Fine or fee adjustment to achieve higher compliance related to an activity or to encourage use of certain services

The fee schedule is proposed to be reviewed annually during budget preparation and updated as determined by the Village Board.

The Finance Committee reviewed the draft ordinance and fee schedule at their meeting on January 20, 2026, and recommended approval with modifications to a selection of the proposed changes. The attached draft ordinance and fee schedule have been updated to incorporate those modifications.

Attachments

1. Draft Ordinance - An Ordinance Amending Titles 1 (Administration), 3 (Business Regulations), 5 (Public Health And Safety), 6 (Police Regulations), 7 (Motor Vehicles And Traffic), 8 (Public Ways And Property), 9 (Building Regulations), And 11 (Franchises And Utilities) Of The Western Springs Municipal Code Related To Village Fees.

2. Draft Fee Schedule

Financial Impact

Detailed information for each proposed fee update will be brought to the meeting for preliminary discussion.

Recommended Motion

I move to approve the proposed Village Code updates and creation of a Village fee schedule.

Strategic Plan Alignment

Financial Sustainability

File Attachments

1. Draft Ordinance
2. Draft Fee Schedule

(additions to existing text marked with underlining; deletions to existing text marked using strikethrough)

ORDINANCE NO. 26-

VOTE:

AYES:

NAYS:

ABSTAIN:

DATE:

OTHER: Published in Pamphlet Form.

AN ORDINANCE AMENDING TITLES 1 (ADMINISTRATION), 3 (BUSINESS REGULATIONS), 5 (PUBLIC HEALTH AND SAFETY), 6 (POLICE REGULATIONS), 7 (MOTOR VEHICLES AND TRAFFIC), 8 (PUBLIC WAYS AND PROPERTY), 9 (BUILDING REGULATIONS), AND 11 (FRANCHISES AND UTILITIES) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATED TO VILLAGE FEES.

WHEREAS, the President and Board of Trustees of the Village of Western Springs desire to make certain amendments to the regulations of Titles 1 (Administration), 3 (Business Regulations), 5 (Public Health And Safety), 6 (Police Regulations), 7 (Motor Vehicles And Traffic), 8 (Public Ways And Property), 9 (Building Regulations), And 11 (Franchises And Utilities) of the Western Springs Municipal Code of 1997, as amended, relating to the regulations for fees within the Village, set forth below (the “Code Amendments”); and

WHEREAS, at open, a public meeting held on January 20, 2026, the Finance Committee (“Committee”) of the Village considered the Code Amendments set forth below, received input from Village staff, and offered the public an opportunity to provide input on the Code Amendments, and then voted to favorably recommend the Code Amendments to the President and Board of Trustees of the Village of Western Springs for final approval; and

WHEREAS, at open, public meetings held on February 9, 2026 and February 23, 2026, the President and Board of Trustees of the Village considered the Code Amendments, input from Village staff, and the Committee’s recommendation, and provided the public with an opportunity of the Code Amendments set forth below; and

WHEREAS, the Village has a responsibility to ensure the proper fee and cost recapture within its jurisdiction is necessary to provide various services;

WHEREAS, pursuant to the authority granted to the Village by the applicable provisions of the Illinois Municipal Code (65 ILCS 5/1-2, 5/1-3, 5/11-1, 5/11-6, 5/11-8, 5/11-30, 5/11-32 and 5/11-37) and Article VII, Section 7 of the Illinois Constitution of 1970, and in accordance with the authority granted by Title 1 (Administration), Chapter 1 (Official Village Code), Section 1-1-3 (Amendments) of the Western Springs Municipal Code of 1997, as amended, the President and Board of Trustees of the Village of Western Springs find that the below Code Amendments are in the best interests of the Village, its residents, property owners, business owners and the public, and they approve the Code Amendments as set forth below.

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

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

SECTION 2. Title 1 (Administration), Chapter 1 (Official Village Code) Subsection 6 (Village Fee Schedule), shall be added as follows:

Fee Schedule Adopted. The Board of Trustees will adopt an ordinance setting forth applicable fees and charges due for various permits and services authorized by this Title and by other ordinances of the Village. That ordinance will be known as the "Village Fee Schedule" that reference will be deemed to mean the most current ordinance adopted pursuant to this section. By this reference, the Village Fee Schedule, as it may be amended from time to time, is hereby incorporated into the Village Code as through fully set forth herein and included in Appendix A to this Chapter.

SECTION 3. Title 1 (Administration), Appendix A , shall added as set forth in Exhibit A of this Ordinance.

SECTION 4. Title 1 (Administration), Chapter 4 (General Penalty) Subsection 1 (General Penalty) , shall revised as follows:

Any person convicted of a violation of any section or provision of this Village Code, where no other penalty is set forth, shall be punished by a fine ~~not to exceed seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule for any offense¹ .

SECTION 5. Title 1 (Administration), Chapter 6 (Village President) Subsection 2 (Bond, Oath), shall be revised as follows:

The president, before entering upon the duties of his office, shall take the oath and shall furnish bond, as provided in section 1-8-5 of this title, in the sum ~~of three thousand dollars (\$3,000.00)~~ indicated in the Village Fee Schedule.

SECTION 6. Title 1 (Administration), Chapter 7 (Village Clerk) Subsection 2 (Bond, Oath), shall be revised as follows:

The clerk, before entering upon the duties of his office, shall take the oath and execute his bond, as provided in section 1-8-5 of this title, in the sum ~~of three thousand dollars (\$3,000.00)~~ as indicated in the Village Fee Schedule.

SECTION 7. Title 1 (Administration), Chapter 8B (Village Treasurer) Subsection 11 (Fees For Nonsufficient Funds), shall be revised as follows:

The Treasurer is hereby authorized to assess a ~~ten dollar (\$10.00)~~ fee as indicated in the Village Fee Schedule for each check that is submitted as payment to the Village and which is returned to the Village because the payer's bank account does not have sufficient funds to pay the check and shall add to said ~~ten dollar (\$10.00)~~ service fee all related bank charges assessed against the Village.

SECTION 8. Title 1 (Administration), Chapter 9(F) (Fire And Emergency Medical Services Group) Subsection 2G(2) (Fees Enumerated), shall be revised as follows:

Fees Enumerated: The fees, payable for each person served with ambulance services or emergency medical services are as follows:

FEES FOR AMBULANCE SERVICES AND EMERGENCY MEDICAL SERVICES: as indicated in the Village Fee Schedule.

The ~~above~~ fees shall be adjusted annually, effective January 1 of each year, ~~beginning in January 1, 2023, without further action or notice by the President and Board of Trustees,~~ pursuant to the fees set forth in the annual report submitted for the previous year to the Illinois Department of Healthcare and Family Services (HFS) and/or the federal centers for Medicare and Medicaid Services (CMS) reflecting the actual cost incurred for transport of residents and non-residents. Each subsequent annual report and the adjusted fees for the then-current calendar year shall be posted on the Village's website (See, <https://wsprings.com/154/Emergency-Medical-Services>).

When ambulance or emergency services are rendered by the Village of Western Springs to residents, such persons shall not be billed for the remaining charges which may exist once final payment has been received from all insurance providers of the resident.

When ambulance or emergency services are rendered by the Village of Western Springs to non-residents, such persons shall be billed for the remaining charges which may exist once final payment has been received from all insurance providers of the non-resident.

When ambulance or emergency services are rendered by another agency under a mutual aid agreement or arrangement, the transport and service billing rates and billing protocols of that other agency shall apply to residents and non-residents.

SECTION 9. Title 1 (Administration), Chapter 2 (Municipal Occupation Taxes) Subsection 2A (Appropriation; Levy of Taxes), shall be revised as follows:

The ~~v~~Village ~~p~~President and ~~b~~Board of ~~t~~Trustees may make an appropriation for EMA purposes in the manner provided by law, and may levy, in addition for EMA purposes only, a tax not to exceed ~~five cents (\$0.05) per one hundred dollars (\$100.00)~~ as indicated in the Village's Fee Schedule of the assessed value of all taxable property in addition to all other taxes, as provided by the "state EMA act"; however, that amount collectible under such levy shall in no event exceed ~~twenty five cents (\$0.25) per capita~~ the amount indicated in the Village Fee Schedule.

SECTION 10. Title 3 (Business Regulations), Chapter 2 (Municipal Occupation Taxes) Subsection 2A (Tax Imposed), shall be revised as follows:

Tax Imposed: A municipal automobile rental use tax is hereby imposed upon the privilege of using an automobile which is rented from a renter outside the state and which is titled or registered with an agency of the state in the ~~v~~Village at the rate as indicated in the Village Fee Schedule ~~of one percent (1%)~~ of the rental price of such automobile while this section is in effect, in accordance with the provisions of 65 Illinois Compiled Statutes 5/8-11-8 of the Illinois municipal code.

SECTION 11. Title 3 (Business Regulations), Chapter 2 (Municipal Occupation Taxes) Subsection 6B(1) (Tax Imposed), shall be revised as follows:

1. Pursuant to section 8-11-2 of the Illinois municipal code 2 and any and all other applicable authority, a tax is imposed upon the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the Village at the following rates, calculated on a monthly basis for each purchaser:

- a. For the first two thousand (2,000) kilowatt hours used or consumed in a month: ~~0.564 cent per kilowatt hour~~ as indicated in the Village Fee Schedule;
- b. For the next forty eight thousand (48,000) kilowatt hours used or consumed in a month: ~~0.370 cent per kilowatt hour~~ as indicated in the Village Fee Schedule;
- c. For the next fifty thousand (50,000) kilowatt hours used or consumed in a month: ~~0.333 cent per kilowatt hour~~ as indicated in the Village Fee Schedule;
- d. For the next four hundred thousand (400,000) kilowatt hours used or consumed in a month: ~~0.324 cent per kilowatt hour~~ as indicated in the Village Fee Schedule;
- e. For the next five hundred thousand (500,000) kilowatt hours used or consumed in a month: ~~0.314 cent per kilowatt hour~~ as indicated in the Village Fee Schedule;
- f. For the next two million (2,000,000) kilowatt hours used or consumed in a month: ~~0.296 cent per kilowatt hour~~ as indicated in the Village Fee Schedule;
- g. For the next two million (2,000,000) kilowatt hours used or consumed in a month: ~~0.291 cent per kilowatt hour~~ as indicated in the Village Fee Schedule;
- h. For the next five million (5,000,000) kilowatt hours used or consumed in a month: ~~0.287 cent per kilowatt hour~~ as indicated in the Village Fee Schedule;
- i. For the next ten million (10,000,000) kilowatt hours used or consumed in a month: ~~0.282 cent per kilowatt hour~~ as indicated in the Village Fee Schedule;
- j. For all electricity used or consumed in excess of twenty million (20,000,000) kilowatt hours a month: as indicated in the Village Fee Schedule;

SECTION 12. Title 3 (Business Regulations), Chapter 3 (Licensed Businesses And Occupations; Schedule Of Fees) Subsection 2 (License Fees), shall be revised as follows:

License fees under this Code shall be as set forth herein. License fees shall be paid annually, unless otherwise noted, and proof of any bond or liability insurance policy required by this Code shall be provided with the license fee. In the case of a new applicant who submits a business license application on or after July 1 in any calendar year, the initial annual business license fee shall be reduced ~~by thirty three percent (33%)~~ as indicated in the Village Fee Schedule. The fee reduction shall not apply to any required license application fee or to any business license applicant who seeks a license for a onetime event (e.g., amusements and entertainments, carnival, circus, etc.) or to the fees paid by a residential refuse hauler.

Classification	Term	Fee
Ambulance business, per ambulance	1 year	\$75.00 <u>See Village Fee Schedule</u>
Amusements and entertainments:		
Carnival	5 days	200.00 <u>See Village Fee</u>

			<u>Schedule</u>
	Circus	5 days	200.00 <u>See Village Fee Schedule</u>
	Concert, musical or dramatic entertainment, public reading or recitation	3 days	40.00 <u>See Village Fee Schedule</u>
	Exhibition of inanimate objects	3 days	75.00 <u>See Village Fee Schedule</u>
	Mechanical/electronic amusement device, each machine in operation at each place of public resort	1 year	25.00
	Every other exhibition, entertainment or performance	3 days	75.00 <u>See Village Fee Schedule</u>
Annual general business license (excluding those businesses specifically listed in this section and those preempted from local licensing by State law)		1 year	75.00 <u>See Village Fee Schedule</u>
Auctioneers		1 year 1 month 1 day	150.00 55.00 10.00
Barbershops		1 year	75.00 <u>See Village Fee Schedule</u>
Beauty shops		1 year	75.00 <u>See Village Fee Schedule</u>
Building movers:			
	License fee plus \$100,000.00 surety bond	1 year	400.00 <u>See Village Fee Schedule</u>
	Additional license fee for each house/structure moved	Per	500.00

		house/ structure	
	Catch basin cleaners	1 year	75.00 <u>See Village Fee Schedule</u>
	Commercial filming/photography/taping:	Per Production	150.00
	Public building usage fee	Per Production	700.00
	Village reimbursement deposit fee (small production - production cast and crew: less than 15)	Per Production	2,000.00
	Village reimbursement deposit fee (large production - production cast and crew: 15 or greater)	Per Production	10,000.00
Contractors:			
	Carpenter	1 year	125.00 <u>See Village Fee Schedule</u>
	Cement	1 year	125.00 <u>See Village Fee Schedule</u>
	Electrical	1 year	125.00 <u>See Village Fee Schedule</u>
	Excavating	1 year	125.00 <u>See Village Fee Schedule</u>
	General	1 year	125.00 <u>See Village Fee Schedule</u>
	Heating and ventilating	1 year	125.00 <u>See Village Fee Schedule</u>
	Insulating	1 year	125.00 <u>See</u>

			<u>Village Fee Schedule</u>
	<u>Landscapers</u>	<u>1 year</u>	<u>See Village Fee Schedule</u>
	Mason	1 year	125.00 <u>See Village Fee Schedule</u>
	Paving	1 year	125.00 <u>See Village Fee Schedule</u>
	Plastering and lathing	1 year	125.00 <u>See Village Fee Schedule</u>
	Roofing	1 year	125.00 <u>See Village Fee Schedule</u>
	Sewer	1 year	125.00 <u>See Village Fee Schedule</u>
	Sheet metal	1 year	125.00 <u>See Village Fee Schedule</u>
	Siding	1 year	125.00 <u>See Village Fee Schedule</u>
	Structural ironworks	1 year	125.00 <u>See Village Fee Schedule</u>
	Tile, marble and mosaic	1 year	125.00 <u>See Village Fee Schedule</u>

	Tuck pointing		1 year	125.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
	Dry cleaners		1 year	75.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
	Florists		1 year	75.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
	Food service		1 year	75.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
	Garages and filling stations		1 year	75.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
	Hospitals		1 year	75.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
	Hotels and lodging houses		1 year	75.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
	Laundries		1 year	75.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
Liquor licenses:				
	Class A:		1 year	
		License application		1,000.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
		Annual license		2,000.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>

		License application for existing Village liquor license holder in good standing		400.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
	Class B:		1 year	
		License application		1,000.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
		Annual license		2,000.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
		License application for existing Village liquor license holder in good standing		400.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
	Class C:		1 year	
		License application		1,000.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
		Annual license		1,000.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
		License application for existing Village liquor license holder in good standing		400.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
	Class D:		1 year	
		License application		1,000.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
		Annual license		1,000.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
		License application for existing Village liquor license holder in good standing		400.00 <u>See</u> <u>Village</u> <u>Fee</u>

				<u>Schedule</u>
	Class E:		1 year	
		License application		1,000.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
		Annual license		3,000.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
		License application for existing Village liquor license holder in good standing		400.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
	Class F:		1 year	
		License application		1,000.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
		Annual license		500.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
		License application for existing Village liquor license holder in good standing		400.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
	Class G:		1 year	
		License application		1,000.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
		Annual license		1,000.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
		License application for existing Village liquor license holder in good standing		400.00 <u>See</u> <u>Village</u> <u>Fee</u> <u>Schedule</u>
	Class H:		1 year	
		License application		400.00 <u>See</u>

				<u>Village Fee Schedule</u>
		Annual license		150.00 <u>See Village Fee Schedule</u>
	Class I:			
		License application (initial)		400.00 <u>See Village Fee Schedule</u>
		Renewal application		100.00 <u>See Village Fee Schedule</u>
		License application for existing liquor license holder		No application fee <u>See Village Fee Schedule</u>
		Event license:		
			5 or fewer events in 1 calendar year	\$25.00 per event <u>See Village Fee Schedule</u>
			Each additional event after fifth event in 1 calendar year	\$15.00 per event <u>See Village Fee Schedule</u>
	Class J:			
		License application (initial)		\$400.00 <u>See Village Fee Schedule</u>
		Renewal application		100.00 <u>See Village Fee Schedule</u>

		License application for existing liquor license holder		No application fee <u>See Village Fee Schedule</u>
		Event license:		
			Per alcoholic beverage tent/single retail operator	\$100.00 <u>See Village Fee Schedule</u>
			Per local business or retail operator in alcoholic beverage tent or per sales/tasting booth	100.00 <u>See Village Fee Schedule</u>
		If Village is sole applicant		No application fee <u>See Village Fee Schedule</u>
	Class K:			
		License application		\$250.00 <u>See Village Fee Schedule</u>
		Annual license		200.00 <u>See Village Fee Schedule</u>
	Class L:			
		License application (available only to current liquor license holders in good standing)		No application fee <u>See Village Fee Schedule</u>
		Event license (per year, no limitation of number of festivals/special events)		\$25.00 <u>See Village Fee</u>

				<u>Schedule</u>
		If <u>v</u> Village is sole applicant		No application fee <u>See Village Fee Schedule</u>
	Class M:		1 year	
		License application		\$250.00 <u>See Village Fee Schedule</u>
		Annual license		100.00 <u>See Village Fee Schedule</u>
	Class N:		1 year	
		Applicant with existing <u>v</u> Village liquor license:		
			License application	200.00 <u>See Village Fee Schedule</u>
			Annual license	100.00 <u>See Village Fee Schedule</u>
		Applicant without existing <u>v</u> Village liquor license:		
			License application	1,000.00 <u>See Village Fee Schedule</u>
			Annual license	500.00 <u>See Village Fee Schedule</u>
	Class O:		1 year	
		License application		1,000.00 <u>See Village Fee Schedule</u>
		License fee (annual)		1,000.00 <u>See</u>

				<u>Village Fee Schedule</u>
	Class P:		1 year	
		License application		1,000.00 <u>See Village Fee Schedule</u>
		License fee (annual)		1,000.00 <u>See Village Fee Schedule</u>
		License application for existing Village liquor license holder in good standing		400.00 <u>See Village Fee Schedule</u>
	Class Q		1 year	
		License application		1,000.00 <u>See Village Fee Schedule</u>
		License fee (annual)		1,000.00 <u>See Village Fee Schedule</u>
	Class R:		1 year	
		License application		1,000.00 <u>See Village Fee Schedule</u>
		License fee (annual)		1,000.00 <u>See Village Fee Schedule</u>
	Paint stores		1 year	75.00 <u>See Village Fee Schedule</u>
	Peddlers, hawkers, itinerant merchants, transient vendors (see also Solicitors and canvassers):			
	License application		1 year 1 month 1 day	100.00 75.00 10.00 <u>See</u>

			<u>Village Fee Schedule</u>
Public passenger vehicles:			
	Business license		75.00 <u>See Village Fee Schedule</u>
	Business license application, nonrefundable		100.00 <u>See Village Fee Schedule</u>
	Chauffeur's license		75.00 <u>See Village Fee Schedule</u>
	Livery vehicle license		75.00 <u>See Village Fee Schedule</u>
	Vehicle license, per vehicle		35.00 <u>See Village Fee Schedule</u>
Raffles:			
	Raffle license fee	Per event	25.00 <u>See Village Fee Schedule</u>
Scavengers:			
	Commercial/intermittent plus insurance certificate as required by section 3-6B-5 of this title	1 year	125.00 <u>See Village Fee Schedule</u>
	Residential refuse hauler plus (a) insurance certificate as required by section 3-6B-5 of this title or as provided in the waste collection contract, whichever coverage limits are greater, (b) cash security deposit per waste collection contract, and (c) performance bond per waste collection contract	1 year	2,000.00 <u>See Village Fee Schedule</u>
Solicitors and canvassers (see also Peddlers, hawkers, itinerant merchants, transient vendors):			
	License application		5.00 <u>See Village Fee</u>

			<u>Schedule</u>
Undertakers	1 year	75.00	<u>See Village Fee Schedule</u>
Veterinary hospitals	1 year	75.00	<u>See Village Fee Schedule</u>

SECTION 13. Title 3 (Business Regulations), Chapter 5 (Special Business Regulations II) Subsection 4C (Building Relocation Permit), shall be revised as follows:

Building Relocation Permit; Fee: No licensed building mover shall move a building, house or structure in, on or over any street, alley or other public place in the ~~v~~Village without a permit issued for that purpose. Such permit shall be issued by the ~~d~~Director of ~~e~~Community ~~d~~Development upon application therefor, and on payment of a permit fee ~~of five hundred dollars (\$500.00)~~ as indicated in the Village Fee Schedule.

SECTION 14. Title 3 (Business Regulations), Chapter 9 (Regulation of Tobacco Products) Subsection 5A (License Fee), shall be revised as follows:

The annual license fee for a tobacco dealer's license shall be ~~one hundred twenty five dollars (\$125.00)~~ as indicated in the Village Fee Schedule. The annual license fee for retailers who desire to sell tobacco products from the effective date hereof (September 30, 2002) until December 31, 2002, shall be ~~fifty dollars (\$50.00)~~ as indicated in the Village Fee Schedule.

SECTION 15. Title 3 (Business Regulations), Chapter 9 (Regulation of Tobacco Products) Subsection 11A (Suspension, Revocation Of License; Fines; Costs), shall be revised as follows:

Violations: The Village Manager may suspend or revoke any license issued under the provisions of this chapter, if he determines that the licensee has violated any of the provisions of this chapter or the provisions of title 6, chapter 5, "Minors", of this Code. In lieu of suspension or revocation of a license or in addition to such penalties, the Village Manager may levy a fine on the licensee. The fine imposed ~~shall not exceed seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule for each violation. Each day on which a violation continues shall constitute a separate violation. Penalties imposed shall include, but do not have to be limited to, the following:

1. For a first violation, an administrative penalty ~~of not less than two hundred fifty dollars (\$250.00)~~ as indicated in the Village Fee Schedule;
2. For a second violation, occurring after a final determination of liability for a first violation, and within a twelve (12) month period of the first violation, an administrative penalty ~~of not less than five hundred dollars (\$500.00)~~ as indicated in the Village Fee Schedule and a suspension of the license of the retail tobacco dealer for thirty (30) days; and

3. For a third violation, occurring after a final determination of liability for a second violation and within a twelve (12) month period of the second violation, an administrative penalty of ~~seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule and a revocation of the license of the retail tobacco dealer for one year.

SECTION 16. Title 3 (Business Regulations), Chapter 10 (Cable/Video Service Providers, Related Provider Fee And Peg Access Support Fee) Subsection 2B (Cable/Video Service Provider Fee Imposed), shall be revised as follows:

Amount Of Fee: The amount of the fee imposed hereby shall be ~~five percent (5%) of the holder's gross revenues~~ as indicated in the Village Fee Schedule.

SECTION 17. Title 3 (Business Regulations), Chapter 10 (Regulation Of Commercial Filming, Photography And Taping) Subsection 3B (Peg Access Support Fee Imposed), shall be revised as follows:

Amount Of Fee: The amount of the PEG access support fee imposed hereby shall be ~~one percent (1%)~~ as indicated in the Village Fee Schedule of the holder's gross revenues or, if greater, the percentage of gross revenues that incumbent cable operators pay to the ~~v~~Village or its designee for PEG access support in the ~~v~~Village.

SECTION 18. Title 3 (Business Regulations), Chapter 11 (Cable And Video Customer Protection Law) Subsection 4 (Penalties), shall be revised as follows:

The ~~v~~Village, pursuant to 220 Illinois Compiled Statutes 5/70-501(r)(1), does hereby provide for a schedule of penalties for any material breach of the cable and video protection law by cable or video providers in addition to the penalties provided in the law. The monetary penalties shall apply on a competitively neutral basis and shall ~~not exceed seven hundred fifty dollars (\$750.00) for each day of the material breach, and shall not exceed twenty five thousand dollars (\$25,000.00) for each occurrence of a material breach per customer~~ be fined as indicated in the Village Fee Schedule. In this regard:

SECTION 19. Title 3 (Business Regulations), Chapter 12 (Charitable Games, Raffles, Bingo And Other Games Of Chance Regulations) Subsection 4D(4) (Bingo), shall be revised as follows:

Any person or organization, in addition to other penalties provided for in this act, shall be subject to a civil penalty ~~not to exceed five thousand dollars (\$5,000.00)~~ as indicated in the Village Fee Schedule for any of the following violations:

SECTION 20. Title 3 (Business Regulations), Chapter 13 (Regulation Of Commercial Filming, Photography And Taping) Subsection 6A (Enforcement; Suspension Or Revocation Of License; Fines And Costs), shall be revised as follows:

Violations: The ~~v~~Village ~~m~~Manager or his/her designee, upon delivery of written notice or verbal notice, may suspend or revoke any license issued under the provisions of this chapter, if he determines that suspension or revocation is needed to protect the public safety or that the licensee has violated any of the provisions of this chapter or this code or the regulations contained in the "Administrative Procedures For Commercial Filming, Photography And Taping", as amended, or any other applicable state, county and federal laws and regulations. In lieu of

suspension or revocation of a license or in addition to such penalties, the ~~v~~Village ~~m~~Manager, in his/her sole discretion, may levy a fine on the licensee. The fine imposed ~~shall not exceed seven hundred fifty dollars (\$750.00) for each violation~~ as indicated in the Village Fee Schedule. Each day on which a violation continues shall constitute a separate violation.

SECTION 21. Title 4 (Business Regulations), Chapter 1 (Liquor Control) Subsection 32 (Penalties), shall be revised as follows:

Except as provided in subsection 4-1-31F of this chapter, a person who shall violate any of the provisions of this chapter shall, upon conviction, be fined ~~not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule for each offense, and each day on which a violation occurs or continues shall be considered a separate offense. The revocation or suspension of a license may be in addition to the imposition of a fine or other penalty for violation of any of the provisions of this chapter, and such revocation or suspension shall be no defense to a prosecution for such violation.

SECTION 22. Title 5 (Public Health And Safety), Chapter 7 (Smoking In Public Places) Subsection 1B(2) (Clean Indoor Air/Smoking Regulations), shall be revised as follows:

A person who smokes in an area where smoking is prohibited under the Smoke Free Illinois Act shall be fined in an amount ~~that is not less than one hundred dollars (\$100.00) and not more than two hundred fifty dollars (\$250.00)~~ as indicated in the Village Fee Schedule. A person who owns, operates, or otherwise controls a public place or place of employment that violates the Smoke Free Illinois Act shall be fined: a) ~~not less than two hundred fifty dollars (\$250.00)~~ as indicated in the Village Fee Schedule for the first violation, b) ~~not less than five hundred dollars (\$500.00)~~ as indicated in the Village Fee Schedule for the second violation within one year after the first violation, and c) ~~not less than two thousand five hundred dollars (\$2,500.00)~~ as indicated in the Village Fee Schedule for each additional violation within one year after the first violation.

SECTION 23. Title 6 (Police Regulations), Chapter 1 (General Offenses) Subsection 1B (State Of Illinois Statutes Adopted By Reference), shall be revised as follows:

Penalty: Any and all violations of the state of Illinois statutes adopted by reference herein shall be considered violations of this section, and each such violation shall subject the violator thereof to a fine ~~not to exceed seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule for each offense.

SECTION 24. Title 6 (Police Regulations), Chapter 2 (Animals) Subsection 6 (State Of Illinois Statutes Adopted By Reference), shall be revised as follows:

If the license tag authorized to be issued to a licensee is lost or stolen, a duplicate license tag to correspond with the one originally issued shall be issued upon payment to the Village by such licensee of a fee ~~of three dollars (\$3.00)~~ as indicated in the Village Fee Schedule.

SECTION 25. Title 6 (Police Regulations), Chapter 2 (Animals) Subsection 18G (Electric Or Electronic Pet Containment Systems), shall be revised as follows:

Permit Fees: The fee for a permit for the construction, installation, alteration or enlargement of an electric or electronic pet containment system shall be ~~twenty five dollars (\$25.00)~~ as indicated in the Village Fee Schedule.

SECTION 26. Title 6 (Police Regulations), Chapter 2 (Animals) Subsection 19A (Penalties), shall be revised as follows:

Violations of this chapter shall be punishable by a fine ~~of not less than twenty five dollars (\$25.00) nor more than seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule for each occurrence.

SECTION 27. Title 6 (Police Regulations), Chapter 4 (Automatic And Manual Burglar And Fire Alarms) Subsection 2B (Permit Requirements), shall be revised as follows:

Application For Permit Or Certificate Of Registration; Fee: Applications for permits to install, maintain and operate a code mandated alarm system shall be filed with the ~~department of code enforcement~~ Community Development Department on forms supplied by the ~~v~~Village and shall be accompanied by an application fee ~~of fifty dollars (\$50.00)~~ as indicated in the Village Fee Schedule. Applications for certificates pertaining to the installation, maintenance and operation of a wireless alarm system not mandated by code, installed at the owner's request not connected to the ~~v~~Village's communications centers shall be filed with the department of ~~L~~aw e~~n~~forcement s~~e~~r~~vi~~ces on forms supplied by the ~~v~~Village and shall be accompanied by an application fee ~~of twenty five dollars (\$25.00)~~ as indicated in the Village Fee Schedule.~~~~

SECTION 28. Title 6 (Police Regulations), Chapter 4 (Automatic And Manual Burglar And Fire Alarms) Subsection 4 (Alarm Systems Annual Permit Fee), shall be revised as follows:

Each holder of a permit for a direct connect alarm system only shall pay to the ~~v~~Village, on or before April 1 of each year, a service fee ~~in the amount of twenty five dollars (\$25.00)~~ as indicated in the Village Fee Schedule.

SECTION 29. Title 6 (Police Regulations), Chapter 4 (Automatic And Manual Burglar And Fire Alarms) Subsection 4 (False Alarm Service Charge), shall be revised as follows:

An alarm user shall be assessed a service charge for each "false alarm" as defined in section 6-4-1 of this chapter in excess of one per billing quarter. An alarm owner shall be assessed a service charge ~~of fifty dollars (\$50.00)~~ as indicated in the Village Fee Schedule for an illegal entry false alarm, ~~one hundred dollars (\$100.00)~~ as indicated in the Village Fee Schedule for a residential fire false alarm, and ~~two hundred dollars (\$200.00)~~ as indicated in the Village Fee Schedule for a commercial fire false alarm. Such service charge shall be remitted to the ~~v~~Village by the alarm user upon receipt of a statement for such service charge. The ~~d~~D~~i~~r~~e~~c~~to~~r of ~~L~~aw e~~n~~forcement services or the ~~d~~D~~i~~r~~e~~c~~to~~r of ~~f~~ire and ~~e~~mer~~e~~ncy m~~e~~d~~i~~ca~~l ~~s~~er~~vi~~ces, whichever applies, shall be granted the ability to waive any and all charges if he deems it necessary or in the best interests of the ~~v~~Village.~~~~~~~~~~~~~~~~~~

SECTION 30. Title 6 (Police Regulations), Chapter 4 (Automatic And Manual Burglar And Fire Alarms) Subsection 4 (Penalties), shall be revised as follows:

Any person who violates any of the provisions of this chapter shall be subject to a fine of ~~not more than seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule for each violation for each day that the violation continues, and each day that the violation continues shall be deemed a separate offense subject to a separate penalty. Such a fine shall be in addition to any other fee or charge authorized pursuant to the terms of this chapter.

SECTION 31. Title 7 (Motor Vehicles And Traffic), Chapter 2 (Vehicle Licenses) Subsection 3A (License Fees; Terms; Revenues), shall be revised as follows:

Annual License Fees: The license fees to be paid annually to the Village, effective February 1, 2017, shall be as follows:

Motor vehicle, motor bicycle or motor tricycle, except motor truck, motor-driven commercial vehicle, and motor vehicle which is used for public hire or is classified as a recreational vehicle	\$50.00 <u>See Village Fee Schedule</u>
Recreational vehicles	55.00 <u>See Village Fee Schedule</u>
Motor truck, motor coach, motor bus, and motor vehicle classified according to State tags:	
Up to 8,000 pounds	65.00 <u>See Village Fee Schedule</u>
8,001 to 12,000 pounds	75.00 <u>See Village Fee Schedule</u>
12,001 to 16,000 pounds	85.00 <u>See Village Fee Schedule</u>
16,001 and over	95.00 <u>See Village Fee Schedule</u>
Antique motor vehicles as defined by 625 Illinois Compiled Statutes 5/1-102.1	40.00 <u>See Village Fee Schedule</u>
Senior citizen discount available to qualified residents, who are 65 years and older, per vehicle sticker per year. Proof of age and vehicle registration location required	\$5.00 discount <u>See Village Fee Schedule</u>

SECTION 32. Title 7 (Motor Vehicles And Traffic), Chapter 2 (Vehicle Licenses) Subsection 6B(3) (Sale Of Vehicles), shall be revised as follows:

The transfer fee shall be ~~three dollars (\$3.00)~~ as indicated in the Village Fee Schedule; provided, that if the newly acquired vehicle is of a class requiring a higher license fee than was paid for the original license, the transfer fee shall be the amount of difference between the fee paid for the original license and the license fee fixed for the newly acquired vehicle, plus the sum of ~~three dollars (\$3.00)~~ as indicated in the Village Fee Schedule.

SECTION 33. Title 7 (Motor Vehicles And Traffic), Chapter 2 (Vehicle Licenses) Subsection 7 (Loss Of License Emblem), shall be revised as follows:

In case of the loss or destruction, total or partial, of any license emblem issued by the Village and covering any vehicle, the owner of such vehicle, within three (3) days after learning thereof, shall give the Finance Department written notification of such loss or destruction. Upon surrender to the Finance Department of such portion of the license emblem as is sufficient to identify the same (or, if such surrender is impossible), upon filing with the Finance Department satisfactory proof of loss, and the payment of a fee of ~~two dollars (\$2.00)~~ as indicated in the Village Fee Schedule, the Finance Department shall issue to said owner a duplicate of such license emblem.

SECTION 34. Title 7 (Motor Vehicles And Traffic), Chapter 2 (Vehicle Licenses) Subsection 10A (Failure To Purchase; Delinquency Penalty), shall be revised as follows:

Delinquency Penalties Established: Vehicle license fees not paid on or before April 30 of each year for vehicles acquired on or before April 15 of each year shall be deemed delinquent. Said fees shall be increased by a ~~fifty dollar (\$50.00)~~ penalty as indicated Village Fee Schedule on May 1 and for the first thirty one (31) calendar day period of delinquency thereafter, and the penalty shall be increased an additional ~~fifty dollars (\$50.00)~~ fee as indicated in the Village Fee Schedule on June 1 and for the thirty (30) calendar day period of delinquency thereafter, and on July 1 and for the period of delinquency thereafter the penalty shall be increased an additional ~~fifty dollars (\$50.00)~~ fee as indicated in the Village Fee Schedule. The total delinquent penalties assessed during any single license year extending from May 1 to April 30 shall not exceed one hundred fifty dollars (\$150.00), exclusive of the annual license fee. If the annual license fee and the delinquent penalties are owed, the Village may collect license fee(s) and delinquent penalties through any administrative or legal process or may also issue a code citation and seek collection of the general code penalty under section 1-4-1 for failure to comply with this Chapter.

SECTION 35. Title 7 (Motor Vehicles And Traffic), Chapter 2 (Vehicle Licenses) Subsection 12 (Penalty), shall be revised as follows:

In addition to the delinquency penalties provided above in this Chapter, any person found guilty of violating any of the provisions of this Chapter shall be fined ~~not less than twenty five dollars (\$25.00) nor more than seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule for each offense. Each day in which a violation occurs or continues shall constitute a separate offense. A person charged with violating a provision of this Chapter may be issued a violation notice in lieu of the Village filing a complaint in court against that person. The violation notice shall be administratively adjudicated pursuant to Chapter 6 of this title and the fines and penalties established therein.

SECTION 36. Title 7 (Motor Vehicles And Traffic), Chapter 3 (Parking Regulations) Subsection 2A(3) (General Parking Restrictions And Prohibitions), shall be revised as follows:

Penalties: Any person convicted of violating any of the provisions of this section shall be assessed a fine ~~not to exceed seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule and may be assessed such other fines, fees or costs, as are authorized by chapter 9 of this title or state law. Each day such violation is committed or permitted to continue shall constitute a separate violation and shall be punishable as such hereunder. The registered owner of a vehicle towed for a violation of this section may secure the release of the vehicle by

furnishing evidence of his or her identity and ownership or possessory right to the vehicle, by signing a receipt for the vehicle and by paying or causing to be paid to the Village and/or the towing and impoundment service operator the assessed fines and towing and impoundment fees.

SECTION 37. Title 7 (Motor Vehicles And Traffic), Chapter 3A (Parking Meter Zones) Subsection 4C (Deposit Of Coins Or Currency, Fee And Time Limits), shall be revised as follows:

Fee: Beginning October 1, 2019, the fee for each parking meter space during the restricted and regulated time applicable thereto shall be ~~four dollars (\$4.00)~~ as indicated in the Village Fee Schedule.

SECTION 38. Title 7 (Motor Vehicles And Traffic), Chapter 3B (Permit Parking) Subsection 3C (Issuance And Sale Of Permits), shall be revised as follows:

Permit Fees: Beginning May 1, 2019, the fee for each window sticker or mirror tag for each six (6) month period shall be ~~one hundred eighty dollars (\$180.00)~~ as indicated in the Village Fee Schedule for residents and ~~two hundred twenty dollars (\$220.00)~~ as indicated in the Village Fee Schedule for nonresidents, except in the Wolf Road commuter parking lot. The fee for each window sticker or mirror tag for each six (6) month period in the Wolf Road commuter parking lot shall be ~~two hundred eighty dollars (\$280.00)~~ as indicated in the Village Fee Schedule for residents and ~~three hundred forty dollars (\$340.00)~~ as indicated in the Village Fee Schedule for nonresidents. Such fees for the sale of a new window sticker or mirror tag permit, or the fee for a replacement window sticker or mirror tag permit, shall be reduced by one-sixth ($\frac{1}{6}$) for each full calendar month in each six (6) month period that has expired prior to the date of sale of such window sticker or mirror tag permit. No reduction shall be made for periods of less than one month.

SECTION 39. Title 7 (Motor Vehicles And Traffic), Chapter 3C (Business District Parking Permits) Subsection 5A (Citation, Payment And Impoundment), shall be revised as follows:

Citation: Any person charged with a violation of any of the provisions of this Article may settle such charge by paying to the Village, within seven (7) days after the date of the Department of Law Enforcement Services citation alleging such violation, the sum ~~of twenty five dollars (\$25.00)~~ as indicated in the Village Fee Schedule for each offense so charged.

SECTION 40. Title 7 (Motor Vehicles And Traffic), Chapter 3C (Business District Parking Permits) Subsection 5B (Citation, Payment And Impoundment), shall be revised as follows:

Penalty: Any person found guilty of a violation of any provision of this Article shall be subject to a fine ~~of not less than twenty five dollars (\$25.00) nor more than seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule for each such violation.

SECTION 41. Title 7 (Motor Vehicles And Traffic), Chapter 3D (Electric Vehicle Charging Stations) Subsection 3B (Use Of Electric Vehicle Parking Spaces In Public Right-Of-Way; Charging), shall be revised as follows:

Usage Fee: There shall be ~~no~~ a fee or charge as indicated in the Village Fee Schedule for the first three (3) hours of charging per day after connecting to a Village-owned electric vehicle charging

station. After the three (3) hour period, the usage fee for electric vehicle charging shall be ~~twenty dollars (\$20.00)~~ as indicated in the Village Fee Schedule per sixty (60) minute interval.

SECTION 42 Title 7 (Motor Vehicles And Traffic), Chapter 3D (Electric Vehicle Charging Stations) Subsection 6 (Penalties), shall be revised as follows:

Any person convicted of violating any of the provisions of this article shall be assessed a fine ~~of not less than thirty five dollars (\$35.00) and not to exceed seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule and may be assessed such other fines, fees or costs, as are authorized by chapter 9 (Abandoned, Inoperable, Hazardous and Unlawful Vehicles) of this title or state law. Each day such violation is committed or permitted to continue shall constitute a separate violation and shall be punishable as such hereunder. The registered owner of a vehicle towed for a violation of this section may secure the release of the vehicle by furnishing evidence of his or her identity and ownership or possessory right to the vehicle, by signing a receipt for the vehicle and by paying or causing to be paid to the Village and/or the towing and impoundment service operator the assessed fines and towing and impoundment fees.

SECTION 43. Title 7 (Motor Vehicles And Traffic), Chapter 5 (Administrative Adjudication Of Vehicle Regulation Violations) Subsection 6C (Additional Notices), shall be revised as follows:

Notice Of Determination; Automated Traffic Law Violations: If the registered owner or lessee, if applicable, fails to pay or contest the notice of violation of an automated traffic law violation within fourteen (14) days, a notice of determination of default liability will be sent to the owner indicating that a fine in the amount ~~of one hundred dollars (\$100.00)~~ as indicated in the Village Fee Schedule is due to the ~~v~~Village. The notice will also state that the owner can petition the ~~v~~Village to set aside the determination of liability within fourteen (14) days. The judgment of default liability constitutes a final determination for purposes of judicial review. If the owner does not pay the ~~one hundred dollars (\$100.00)~~ fee as indicated in the Village Fee Schedule as specified in the notice or petition the ~~v~~Village to set aside the determination within fourteen (14) days or exercise his or her right to judicial review within thirty five (35) days, a notice of final determination of liability will be mailed to the owner in conformance with subsection D of this section.

SECTION 44. Title 7 (Motor Vehicles And Traffic), Chapter 5 (Administrative Adjudication Of Vehicle Regulation Violations) Subsection 6D(5) (Additional Notices), shall be revised as follows:

A warning that failure to pay the unpaid fine within fourteen (14) days will result in a late fee of ~~one hundred dollars (\$100.00)~~ as indicated in the Village Fee Schedule added to the original fine.

SECTION 45. Title 7 (Motor Vehicles And Traffic), Chapter 5 (Administrative Adjudication Of Vehicle Regulation Violations) Subsection 10A (Schedule Of Fines And Penalties), shall be revised as follows:

Fines And Penalties Enumerated: The fines and penalties which shall be imposed for the violation of vehicular standing, parking, compliance regulation or automated traffic law violation(s) shall be as follows:

	Settlement Amount
--	-------------------

No vehicle sticker - or improper vehicle sticker - violation of sections of chapter 2 of this title	\$35.00 <u>As indicated in the Village Fee Schedule</u>
Parking - violation of sections of chapter 3 of this title	35.00 <u>As indicated in the Village Fee Schedule</u>
Handicapped parking - improper use of special registration license plates or handicapped parking ID card - violation of chapter 3 of this title	250.00 <u>As indicated in the Village Fee Schedule</u>
Parking meter zones - violations of sections of chapter 3, article A of this title	35.00 <u>As indicated in the Village Fee Schedule</u>
No parking permit - or improper parking permit - violation of chapter 3, article B of this title	35.00 <u>As indicated in the Village Fee Schedule</u>
Bicycle - violation of sections of chapter 6 of this title	35.00 <u>As indicated in the Village Fee Schedule</u>
Automated traffic law violation (violation of Illinois vehicle code section 5/11-306 or section 7-1-3 of this title)	100.00 <u>As indicated in the Village Fee Schedule</u>

Illinois vehicle code - violation of the following sections:

IVC Section	Description	Amount
5/3-413	Expired registration	\$ 35.00 <u>As indicated in the Village Fee Schedule</u>
5/11-306	Red signal (automated traffic law violation)	100.00 <u>As indicated in the Village Fee Schedule</u>
5/11-1406	Obstruction to driver's view	35.00 <u>As indicated in the Village Fee Schedule</u>
5/11-1407	Improper opening of door into traffic	35.00 <u>As indicated in the Village Fee Schedule</u>
5/11-1410	Coasting on downgrade	35.00 <u>As indicated in the Village Fee Schedule</u>
5/11-1411	Following fire apparatus	35.00 <u>As indicated in the Village Fee Schedule</u>
5/12-101	Unsafe motor vehicle	35.00 <u>As indicated in the Village Fee Schedule</u>
5/12-201(a)	Driving without lighted lamp (motorcycle)	35.00 <u>As indicated in the Village Fee Schedule</u>
5/12-201(b)	Driving without lights when required	35.00 <u>As indicated in the Village Fee Schedule</u>
5/12-201(b)	No taillights	35.00 <u>As indicated in the Village Fee Schedule</u>
5/12-201(b)	No red taillight	35.00 <u>As indicated in the Village Fee Schedule</u>
5/12-201(b)	Only one red taillight	35.00 <u>As indicated in the Village Fee Schedule</u>
5/12-201(c)	No rear registration light	35.00 <u>As indicated in the Village Fee Schedule</u>
5/12-202(b)	Rear reflectors on trailers	35.00 <u>As indicated in the Village Fee Schedule</u>

5/12-204	Projecting loads	35.00 As indicated in the Village Fee Schedule
5/12-205.1	No lights when required (specific vehicle)	35.00 As indicated in the Village Fee Schedule
5/12-208	No signal lamp or device	35.00 As indicated in the Village Fee Schedule
5/12-211	Improper lighting	35.00 As indicated in the Village Fee Schedule
5/12-212	Illegal lights (red or flashing)	35.00 As indicated in the Village Fee Schedule
5/12-215	Illegal use of oscillating, rotating or flashing lights	35.00 As indicated in the Village Fee Schedule
5/12-301	Defective or no brakes	35.00 As indicated in the Village Fee Schedule
5/12-401	Use of illegal tires (studs)	35.00 As indicated in the Village Fee Schedule
5/12-405(c)	Use of unsafe tire	35.00 As indicated in the Village Fee Schedule
5/12-501	No safety glass	35.00 As indicated in the Village Fee Schedule
5/12-502	Mirrors	35.00 As indicated in the Village Fee Schedule
5/12-503(a,c,e)	Obstruction of driver's view	35.00 As indicated in the Village Fee Schedule
5/12-503(d)	No windshield wiper or cleaning device	35.00 As indicated in the Village Fee Schedule
5/12-601	Defective horn	35.00 As indicated in the Village Fee Schedule
5/12-602	Muffler (loud; excessive noise; no muffler)	35.00 As indicated in the Village Fee Schedule
5/12-603	No seat belts	25.00 As indicated in the Village Fee Schedule
5/12-606	Tow trucks (identification)	35.00 As indicated in the Village Fee Schedule
5/12-607	Vehicle suspension system	35.00 As indicated in the Village Fee Schedule
5/12-608	Vehicle bumpers	35.00 As indicated in the Village Fee Schedule
5/12-702(a)	No flags, flares, warning devices carried	35.00 As indicated in the Village Fee Schedule
5/12-702(c)	No flags, flares, warning devices displayed	35.00 As indicated in the Village Fee Schedule
5/12-703	Dripping oil on roadway	35.00 As indicated in the Village Fee Schedule
5/12-704.3	Motor vehicles using alternative fuels; markings	35.00 As indicated in the Village Fee Schedule
5/12-710	Inadequate or no splashguards	35.00 As indicated in the Village Fee Schedule

		<u>Fee Schedule</u>
5/13-101	Truck safety sticker	35.00 <u>As indicated in the Village Fee Schedule</u>
	All other compliance violations	35.00 <u>As indicated in the Village Fee Schedule</u>

SECTION 46. Title 7 (Motor Vehicles And Traffic), Chapter 5 (Administrative Adjudication Of Vehicle Regulation Violations) Subsection 10B (Schedule Of Fines And Penalties), shall be revised as follows:

Fine Payment Schedule: For violations of standing, parking or compliance regulations:

FINE PAYMENT SCHEDULE

	Fine Schedule	General Parking And Bicycle	Parking Permit And Vehicle Sticker	Permit And Vehicle Sticker Handicapped Fine Amount	Traffic Compliance
Step 1	Upon service of a "violation notice" issued and paid prior to the commencement of the first hearing date or on the first hearing date, the fine amount will be:	\$35.00 <u>As indicated in the Village Fee Schedule</u>	\$35.00 <u>As indicated in the Village Fee Schedule</u>	\$25.00 <u>As indicated in the Village Fee Schedule</u>	\$ 35.00 <u>As indicated in the Village Fee Schedule (or \$25.00 As noted under Subsection 7-5-10(A) (Fines And Penalties Enumerated) above)</u>
Step 2	Having failed to pay the fine amount specified in step 1 prior to or on the first hearing date, the fine amount, if paid prior to the second hearing date, will be:	70.00 <u>As indicated in the Village Fee Schedule</u>	70.00 <u>As indicated in the Village Fee Schedule</u>	275.00 <u>As indicated in the Village Fee Schedule</u>	70.00 <u>As indicated in the Village Fee Schedule</u>
Step 3	Having failed to pay the fine amount specified in step 2 prior to the second hearing date, the fine amount, if paid on the second hearing date or prior to the third hearing date, will be:	150.00 <u>As indicated in the Village Fee Schedule</u>	150.00 <u>As indicated in the Village Fee Schedule</u>	150.00 <u>As indicated in the Village Fee Schedule</u>	150.00 <u>As indicated in the Village Fee Schedule</u>
Step 4	Having failed to pay the	250.00 <u>As</u>	250.00 <u>As</u>	250.00 <u>As</u>	250.00 <u>As</u>

	fine amount specified in step 3 prior to the third hearing date, the fine amount, if paid on the third hearing date or upon the finding of liability for the violation, after failure to appear at the third hearing, will be:	<u>indicated in the Village Fee Schedule</u>	<u>indicated in the Village Fee Schedule</u>	<u>indicated in the Village Fee Schedule</u>	<u>indicated in the Village Fee Schedule</u>
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SECTION 47. Title 7 (Motor Vehicles And Traffic), Chapter 5 (Administrative Adjudication Of Vehicle Regulation Violations) Subsection 10C (Schedule Of Fines And Penalties), shall be revised as follows:

Fines For Automated Traffic Law Violations: The owner (or lessee) is subject to a penalty of ~~one hundred dollars (\$100.00)~~ as indicated in the Village Fee Schedule per automated traffic law violation. In the event that such penalty is not paid within fourteen (14) days after service of a notice of determination of liability, an additional ~~one hundred dollar (\$100.00)~~ as indicated in the Village Fee Schedule late payment penalty shall be imposed.

SECTION 48. Title 7 (Motor Vehicles And Traffic), Chapter 6 (Bicycles, Low-Speed Electric Bicycles, Low-Speed Electric Scooters, And Personal Mobility Devices) Subsection 7 (Transfer Of Ownership), shall be revised as follows:

Upon transfer of ownership of a low-speed electric bicycle, the new owner shall report such change of ownership to the Department of Law Enforcement Services with such proof of change of ownership as may be required by the Department. Which shall then record such change of ownership in the Department's records. Such change of ownership shall be made upon payment of a one dollar (\$1.00) fee as indicated in the Village Fee Schedule.

SECTION 49. Title 7 (Motor Vehicles And Traffic), Chapter 7 (Trucks, Recreational Vehicles, Boats And Trailers) Subsection 6E (Overweight And/Or Overdimension Vehicles), shall be revised as follows:

Any person, firm or corporation who is found liable under this section for a violation of section 15-111 or 3-401(d) of the Illinois vehicle code ⁴, including, but not limited to, a maximum axle or gross limit specified on a regulatory sign posted in accordance with paragraph (g) or (h) of section 15-111, shall be fined according to the following schedule:

Weight (Pounds Overweight)	Fine	Administrative Fee	Total
Up to and including 2,000	\$50.00 <u>As indicated in the Village Fee Schedule</u>	\$25.00 <u>As indicated in the Village Fee Schedule</u>	\$75.00 <u>As indicated in the Village Fee Schedule</u>
2,001 – 2,500	135.00 <u>As indicated in the Village Fee Schedule</u>	25.00 <u>As indicated in the Village Fee Schedule</u>	160.00 <u>As indicated in the Village Fee Schedule</u>

2,501 – 3,000	165.00 <u>As indicated in the Village Fee Schedule</u>	25.00 <u>As indicated in the Village Fee Schedule</u>	190.00 <u>As indicated in the Village Fee Schedule</u>
3,001 – 3,500	260.00 <u>As indicated in the Village Fee Schedule</u>	25.00 <u>As indicated in the Village Fee Schedule</u>	285.00 <u>As indicated in the Village Fee Schedule</u>
3,501 – 4,000	300.00 <u>As indicated in the Village Fee Schedule</u>	25.00 <u>As indicated in the Village Fee Schedule</u>	325.00 <u>As indicated in the Village Fee Schedule</u>
4,001 – 4,500	425.00 <u>As indicated in the Village Fee Schedule</u>	25.00 <u>As indicated in the Village Fee Schedule</u>	450.00 <u>As indicated in the Village Fee Schedule</u>
4,501 – 5,000	475.00 <u>As indicated in the Village Fee Schedule</u>	25.00 <u>As indicated in the Village Fee Schedule</u>	500.00 <u>As indicated in the Village Fee Schedule</u>
5,001 or more	See note 1	See note 1	See note 1

Note:

1. For vehicles that are 5,001 or more pounds overweight, the fine shall be computed by assessing ~~\$750.00~~ a fee as indicated in the Village Fee Schedule for the first 5,000 pounds overweight and ~~\$75.00~~ fee as indicated in the Village Fee Schedule for each additional increment of 500 pounds overweight or fraction thereof. Also, an administrative fee of ~~\$25.00~~ as indicated in the Village Fee Schedule is added to the fine amount.

In addition, any person, firm or corporation found liable of 4 or more violations of section 15-111 pursuant to this section within any 12 month period shall be fined an additional amount of ~~\$2,500.00~~ as indicated in the Village Fee Schedule for the fourth and each subsequent finding of liability within the 12 month period. With regard to a firm or corporation, a fourth or subsequent finding of liability shall mean a fourth or subsequent finding attributable to any one employee-driver.

SECTION 50. Title 7 (Motor Vehicles And Traffic), Chapter 7 (Trucks, Recreational Vehicles, Boats And Trailers) Subsection 6F (Overweight And/Or Overdimension Vehicles), shall be revised as follows:

Any person, firm or corporation found liable under this section of any violation of the provisions of sections 15-102, 15-103 or 15-107 of the Illinois vehicle code ⁵, shall be fined for the first or second violation ~~not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00)~~ as indicated in the Village Fee Schedule for each offense, and for the third and subsequent violations by the same person, firm or corporation within a period of one year after the date of the first offense, ~~not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00)~~ as indicated in the Village Fee Schedule.

SECTION 51. Title 7 (Motor Vehicles And Traffic), Chapter 7 (Trucks, Recreational Vehicles, Boats And Trailers) Subsection 6H (Overweight And/Or Overdimension Vehicles), shall be revised as follows:

The following are the registration fees for vehicles and loads as set forth below:

Gross Weight In Pounds ¹	Class	Total Fees Each Fiscal
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		Year
8,000 and less	B	\$78.00 as indicated in the <u>Village Fee Schedule</u>
8,001 to 12,000	D	138.00 as indicated in the <u>Village Fee Schedule</u>
12,001 to 16,000	F	
16,001 to 26,000	H	242.00 As indicated in the <u>Village Fee Schedule</u>
26,001 to 28,000	J	490.00 As indicated in the <u>Village Fee Schedule</u>
28,001 to 32,000	K	630.00 As indicated in the <u>Village Fee Schedule</u>
32,001 to 36,000	L	842.00 As indicated in the <u>Village Fee Schedule</u>
36,001 to 40,000	N	1,202.00 As indicated in the <u>Village Fee Schedule</u>
40,001 to 45,000	P	1,390.00 As indicated in the <u>Village Fee Schedule</u>
45,001 to 50,000	Q	1,538.00 As indicated in the <u>Village Fee Schedule</u>
50,001 to 54,999	R	1,698.00 As indicated in the <u>Village Fee Schedule</u>
55,000 to 59,500	S	1,830.00 As indicated in the <u>Village Fee Schedule</u>
59,501 to 64,000	T	1,970.00 As indicated in the <u>Village Fee Schedule</u>
64,001 to 73,280	V	2,294.00 As indicated in the <u>Village Fee Schedule</u>
73,281 to 77,000	X	2,622.00 As indicated in the <u>Village Fee Schedule</u>
77,001 to 80,000	Z	2,790.00 As indicated in the <u>Village Fee Schedule</u>

Note:

1. Including vehicle and maximum load.

Also, an administrative fee of ~~twenty five dollars (\$25.00)~~ as indicated in the Village Fee Schedule is added to the total fees each fiscal year.

SECTION 52. Title 7 (Motor Vehicles And Traffic), Chapter 7 (Trucks, Recreational Vehicles, Boats And Trailers) Subsection 6I (Overweight And/Or Overdimension Vehicles), shall be revised as follows:

All persons charged with a violation under this section shall post a cash bond in an amount equal to the amount of the minimum fine established above, plus costs in the amount of ~~twenty five dollars (\$25.00)~~ as indicated in the Village Fee Schedule for administrative costs. The defendant may, in lieu of cash bond, deposit a money order issued by a money transfer service company which has been approved by the finance department of the ~~v~~Village of Western Springs. The

money order shall be made payable to the ~~v~~Village of Western Springs.

If a person who submits a bond or money order is found liable of or pleads guilty to the offense or fails to appear for a hearing before the administrative hearing officer, the hearing officer may order the forfeiture of all or part of the bond or money order to the ~~v~~Village of Western Springs.

SECTION 53. Title 7 (Motor Vehicles And Traffic), Chapter 7 (Trucks, Recreational Vehicles, Boats And Trailers) Subsection 7D (Permits For Overweight And/Or Overdimension Vehicles), shall be revised as follows:

The owner or his or her agent shall submit an application fee based on the below charts for a single routing which will be valid for seven (7) calendar days or round trip routing valid for fourteen (14) calendar days. Permits are valid only for the date periods specified on the permit and for the specific vehicle, load and routing as established by the chief of police or designee. No substitution of vehicle, load or routing is permitted without the express written permission of the chief of police or his or her designee. The permit must be carried in the vehicle to which the permit applies.

FEE SCHEDULE¹

Permit Size	Fee	
	Single Trip	Double Trip
Weight with load (pounds):		
Up to 100,000	\$50.00 As indicated in the <u>Village Fee Schedule</u>	\$75.00 As indicated in the <u>Village Fee Schedule</u>
100,001 - 120,000	75.00 As indicated in the <u>Village Fee Schedule</u>	100.00 As indicated in the <u>Village Fee Schedule</u>
120,001 - 150,000	100.00 As indicated in the <u>Village Fee Schedule</u>	125.00 As indicated in the <u>Village Fee Schedule</u>
Over 150,000	100.00 As indicated in the <u>Village Fee Schedule</u>	125.00 As indicated in the <u>Village Fee Schedule</u>
Width with load:		
Up to 12'	25.00 As indicated in the <u>Village Fee Schedule</u>	40.00 As indicated in the <u>Village Fee Schedule</u>
12'1" - 13'6"	50.00 As indicated in the <u>Village Fee Schedule</u>	75.00 As indicated in the <u>Village Fee Schedule</u>
Over 13'6"	50.00 As indicated in the <u>Village Fee Schedule</u>	75.00 As indicated in the <u>Village Fee Schedule</u>
Height with load:		
13'6" - 14'6"	25.00 As indicated in the <u>Village Fee Schedule</u>	40.00 As indicated in the <u>Village Fee Schedule</u>
Over 14'6"	50.00 As indicated in the <u>Village Fee Schedule</u>	75.00 As indicated in the <u>Village Fee Schedule</u>
Length with load:		
Up to 100'	25.00 As indicated in the <u>Village Fee Schedule</u>	40.00 As indicated in the <u>Village Fee Schedule</u>
Over 100'0"	50.00 As indicated in the <u>Village Fee Schedule</u>	75.00 As indicated in the <u>Village Fee Schedule</u>

	Village Fee Schedule	Village Fee Schedule
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Notes:

1. If a vehicle requires a permit due to multiple weight and/or dimension issues, the total fee will be based on the largest individual weight or dimension factor only.
2. Plus necessary and appropriate administrative, engineering and road damage fees.

SECTION 54. Title 7 (Motor Vehicles And Traffic), Chapter 7 (Trucks, Recreational Vehicles, Boats And Trailers) Subsection 7I (Permits For Overweight And/Or Overdimension Vehicles), shall be revised as follows:

The permits issued under this section constitute the grant of a privilege by the ~~v~~Village and may be denied, suspended or revoked for such reasons as the ~~v~~Village may deem rationally related to its governmental interests, including, but not limited to:

1. A permittee knowingly providing incorrect information on an application for a permit;
2. A permittee, its agents or employees acting on a permit which has been altered;
3. Noncompliance by permittee, its agents or employees with federal, state or local laws pertaining to the transport of goods or operation of a vehicle engaged in the transportation of goods;
4. Overdue fines or fees due to the ~~v~~Village; and
5. Moving on ~~v~~Village streets without a valid permit as is required by this section.

Suspension or revocation of a current permit shall be for the time determined appropriate by the chief of police or his or her designee. Reinstatement may be made upon conditions determined by the ~~v~~Village and payment of all outstanding settlements or judgments. The charges for reinstatement are:

- Denial: ~~No charge as indicated in the Village Fee Schedule.~~
Suspended: ~~Fifty dollars (\$50.00) as indicated in the Village Fee Schedule.~~
Revoked: ~~Seventy five dollars (\$75.00) as indicated in the Village Fee Schedule.~~

SECTION 55. Title 7 (Motor Vehicles And Traffic), Chapter 7 (Trucks, Recreational Vehicles, Boats And Trailers) Subsection 7J (Permits For Overweight And/Or Overdimension Vehicles), shall be revised as follows:

Police escorts shall be required for certain vehicles and loads as determined by the chief of police or his or her designee. The total number of officers necessary to provide for a safe move shall be determined by the chief of police or his or her designee. Fees for escorts shall be in addition to any permit fees and shall be ~~sixty five dollars (\$65.00) per hour per officer assigned with a minimum fee of one hundred thirty dollars (\$130.00), irrespective of the time or number of officers actually used as indicated in the Village Fee Schedule.~~

SECTION 56. Title 7 (Motor Vehicles And Traffic), Chapter 7 (Trucks, Recreational Vehicles, Boats And Trailers) Subsection 10 (Penalty), shall be revised as follows:

In addition to any penalties provided for elsewhere in this chapter, any person, firm or corporation who or which violates, disobeys, neglects, fails to comply with or resists enforcement of the provisions of this chapter will be fined ~~not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00) as indicated in the Village Fee Schedule for each offense.~~ A separate offense shall be deemed committed on each calendar day a violation occurs. Local ordinance violations under this chapter may be prosecuted in the Cook County circuit

court or through the ~~v~~Village's administrative adjudication program as directed by the ~~v~~Village manager.

SECTION 57. Title 7 (Motor Vehicles And Traffic), Chapter 8 (Skates, Skateboards And Other Toy Vehicles) Subsection 7 (Penalty), shall be revised as follows:

The penalty for the violation of any section of this Chapter shall not be ~~less than fifteen dollars (\$15.00), nor more than five hundred dollars (\$500.00),~~ as indicated in the Village Fee Schedule for each offense.

SECTION 58. Title 7 (Motor Vehicles And Traffic), Chapter 9 (Abandoned, Inoperable, Hazardous And Unlawful Vehicles) Subsection 6D (Towing Abandoned Or Inoperable Vehicles), shall be revised as follows:

Failure To Move Or Repair: Unless a pre-tow appeal is initiated pursuant to this chapter, a vehicle subject to a pre- tow notice may be towed by the ~~v~~Village if it is not moved from its improper location to a proper and lawful location or is not repaired to a lawful condition twenty one (21) days after the police chief, or his designee, delivers or mails the pre-tow notice in accordance with this chapter. The registered owner of a vehicle subject to a pre-tow notice shall be fined a mandatory amount of ~~two hundred dollars (\$200.00)~~ as indicated in the Village Fee Schedule for each violation of this chapter, if the registered owner fails to move the vehicle from its improper location to a proper and lawful location or to repair the vehicle to a lawful condition within the twenty one (21) day notice period set forth in the pre-tow notice, or, if a pre-tow appeal is initiated, within forty eight (48) hours after the police chief or hearing officer renders a decision affirming the validity of the pre-tow notice.

SECTION 59. Title 7 (Motor Vehicles And Traffic), Chapter 9 (Abandoned, Inoperable, Hazardous And Unlawful Vehicles) Subsection 13 (Penalties), shall be revised as follows:

Any person violating any of the provisions of this chapter shall be deemed guilty of a petty offense and upon conviction thereof shall be assessed a mandatory fine of ~~two hundred dollars (\$200.00)~~ as indicated in the Village Fee Schedule and may be assessed such other fines, fees or costs, as are authorized by this chapter, this code or state law. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

SECTION 60. Title 7 (Motor Vehicles And Traffic), Chapter 10 (Seizure And Impoundment Of Motor Vehicles) Subsection 6B (Plea Hearing/Evidentiary Hearing), shall be revised as follows:

Hearing; Entry Of Order; Posthearing: If, after the evidentiary hearing, the Hearing Officer determines, by a preponderance of the evidence, that the motor vehicle was used in connection with a violation set forth in section 7-10-2 of this chapter, the Hearing Officer shall enter an order finding the owner of record or lessee of the motor vehicle civilly liable to the Village for an administrative fee in the amount of ~~five hundred dollars (\$500.00)~~ as indicated in the Village Fee Schedule, and require the motor vehicle to continue to be impounded until the administrative fee is paid to the Village, plus applicable towing and storage costs to the applicable tow company. The ~~five hundred dollar (\$500.00)~~ administrative fee shall be a debt due to the Village. If a cash bond has been posted pursuant to section 7-10-4 or subsection 7-10-5C of this chapter,

the bond shall be applied to the administrative fee. If the owner of record or lessee fails to appear at the evidentiary hearing, the Hearing Officer shall enter a default order in favor of the Village, which order shall require the payment to the Village of the ~~five hundred dollar (\$500.00)~~ administrative fee and towing and storage costs to the applicable tow company, and the continued impoundment of the motor vehicle until the ~~five hundred dollar (\$500.00)~~ administrative fee and towing and storage costs are paid to the Village and the applicable towing company, respectively. If the Hearing Officer finds no such violation occurred, the Hearing Officer shall order the immediate return of the owner of record or lessee's motor vehicle without any fee or other costs, or, if a cash bond had previously been posted, the cash bond shall be returned, but the owner of record or lessee shall be responsible for any towing or storage charges to the applicable tow company. All orders issued by the Hearing Officer under this chapter shall be in writing.

SECTION 61. Title 8 (Public Ways And Property), Chapter 10 (Streets, Sidewalks And Public Ways) Subsection 1-11 (Block Parties), shall be revised as follows:

Permits to close a street for the purpose of a block party may be issued by the department of public works upon fulfillment of the requirements established by that department. A sufficient number of barricades/cones for such block parties as determined by the department of public works shall be provided upon issuance of the permit and a ~~fifty dollar (\$50.00)~~ deposit as indicated in the Village Fee Schedule. The deposit will be refunded to the permittee upon return of the barricades/cones to the department of public works. If the barricades/cones are not returned within seven (7) days, the deposit shall become the property of the ~~v~~Village.

SECTION 62. Title 8 (Public Ways And Property), Chapter 4 (Newspaper Dispensing Devices) Subsection 3C (Permit For Privately Owned Devices), shall be revised as follows:

The applicant shall pay an annual administrative processing fee ~~of twenty five dollars (\$25.00)~~ as indicated in the Village Fee Schedule for each location where a newspaper dispensing device is installed. Newspaper dispensing devices established or located after July 1 of the year shall pay ~~fifteen dollars (\$15.00)~~ a fee as indicated in the Village Fee Schedule for each location where a newspaper dispensing device is installed. All fees shall be payable to the ~~v~~Village of Western Springs and collected by the ~~v~~Village ~~building and development~~ Community Development department.

SECTION 63. Title 8 (Public Ways And Property), Chapter 4 (Newspaper Dispensing Devices) Subsection 3D (Permit For Privately Owned Devices), shall be revised as follows:

Permits shall be for a term of one year and shall not be assignable. Permits shall expire on December 31 of each year. Applications for renewal of permits shall be filed with the ~~v~~Village no later than December 15 of each year. Fees paid between December 15 and January 15 shall include a late fee ~~of fifty dollars (\$50.00)~~ as indicated in the Village Fee Schedule. In the event the renewal fees are not paid by January 15, the location where the device is placed shall be considered forfeited. If the permittee desires to retain the location for placement of a device by payment of the required permit fees, said fees shall include an additional late fee ~~of sixty dollars (\$60.00)~~ as indicated in the Village Fee Schedule if paid on or after January 16 of the permit year. All fees shall be payable to the ~~v~~Village of Western Springs and collected by the ~~v~~Village ~~building and development~~ Community Development department.

SECTION 64. Title 8 (Public Ways And Property), Chapter 4 (Newspaper Dispensing Devices) Subsection 4B(4) (Permit For Village Owned Devices), shall be revised as follows:

The permittee shall pay an administrative processing fee of ~~twenty five dollars (\$25.00)~~ and maintenance fees of ~~fifteen dollars (\$15.00)~~ as indicated in the Village Fee Schedule for each space in the ~~v~~Village owned newspaper dispensing device or devices if requesting placement in more than one ~~v~~Village owned newspaper dispensing device. The initial administrative processing permit fee and maintenance fee shall be applicable to the initial permit year, or any part thereof. The permittee shall pay an annual renewal administrative processing fee of ~~twenty five dollars (\$25.00)~~ and maintenance fees of ~~fifteen dollars (\$15.00)~~ as indicated in the Village Fee Schedule per year for each space. Permits shall be for a term of one year and shall not be assignable. Permits shall expire on December 31 of each year. Applications and payment for permits shall be filed with the ~~v~~Village ~~building and development~~ Community Development department no later than December 15 of each year. Fees paid between December 15 and January 15 shall include a late fee of ~~fifty dollars (\$50.00)~~ as indicated in the Village Fee Schedule. In the event the renewal fees are not paid by January 15, the space shall be forfeited and the coin mechanism locked by the ~~v~~Village. If the permittee desires to retain a space in the ~~v~~Village owned newspaper dispensing device by payment of the required permit fees, said fees shall include an additional late fee of ~~sixty dollars (\$60.00)~~ as indicated in the Village Fee Schedule if paid on or after January 16 of the permit year. Upon payment of all fees the ~~v~~Village shall remove any locking devices placed on the coin mechanism.

SECTION 65. Title 8 (Public Ways And Property), Chapter 4 (Newspaper Dispensing Devices) Subsection 10 (Penalties), shall be revised as follows:

Any person or entity who shall be guilty of a violation of any of the provisions of this chapter shall be subject to a fine of ~~not less than fifty dollars (\$50.00) and not more than seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule. A separate offense shall be deemed committed for every day a violation continues.

SECTION 66. Title 8 (Public Ways And Property), Chapter 5 (Water Service Regulations) Subsection 7F (Service Lines), shall be revised as follows:

Shutoff Boxes: Shutoff boxes or service boxes shall be placed on every service pipe and shall be located between the curb line and the sidewalk line where this is practicable. Such boxes shall be so located that they are easily accessible and shall be protected from frost. The shutoff box shall be two and one-half inches (2¹/₂") in diameter the entire length. Replacement of a cap for shut-off box (a.k.a b-box or buffalo box) a that is missing or damaged on the must be purchased for a fee as indicated in the Village Fee Schedule.

SECTION 67. Title 8 (Public Ways And Property), Chapter 5 (Water Service Regulations) Subsection 7H (Service Lines), shall be added as follows:

Wire Connection Of Meter to MIU: The Village utilizes the remote collection of water meter readings. In the event that the wire is damaged by the homeowner or contractor, the fee to reinstate the connection or run new wire for a fee as indicated in the Village Fee Schedule.

SECTION 68. Title 8 (Public Ways And Property), Chapter 5 (Water Service Regulations) Subsection 9E (Cross Connection Control Program), shall be revised as follows:

Violations: The ~~v~~Village ~~p~~Plumbing ~~i~~Inspector is authorized and directed to discontinue, after reasonable notice to the occupant thereof, the water service to any property wherein any connection in violation of the provisions of this chapter is known to exist and to take other such precautionary measures as he or she may deem necessary to eliminate any danger of contamination to the public water supply distribution mains. Water service to such property shall not be restored until such conditions have been eliminated or corrected in compliance with the provisions of this chapter and until a reconnection fee of ~~five hundred dollars (\$500.00)~~ as indicated in the Village Fee Schedule is paid to the ~~v~~Village. Immediate disconnection with verbal notice can be effected when the ~~v~~Village ~~p~~Plumbing ~~i~~Inspector is assured that the imminent danger of harmful contamination to the public water supply or potential damage to the water distribution system exists. Such action shall be followed by written notification of the cause of disconnection. Immediate disconnection without notice to any party can be effected to prevent actual or anticipated contamination or pollution of the public water supply; provided, that in the reasonable opinion of the plumbing inspector or the Illinois environmental protection agency, such action is required to prevent actual or potential contamination or pollution of the public water supply or potential damage to the water distribution system. Neither the ~~v~~Village or ~~v~~Village ~~p~~Plumbing ~~i~~Inspector or their agents or assigns shall be liable to any customer for any injury, damages or loss of revenue which may result from termination of said customer's water supply in accordance with the terms of this chapter, whether or not said termination was with or without notice.

SECTION 69. Title 8 (Public Ways And Property), Chapter 5 (Water Service Regulations) Subsection 10 (Penalty), shall be revised as follows:

Any person violating any provision of this chapter shall be fined ~~not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule for each offense, and a separate offense shall be deemed committed on each day on which a violation occurs or continues.

SECTION 70. Title 8 (Public Ways And Property), Chapter 8 (Telecommunications) Subsection 5B (Registration Of Telecommunications Carriers And Providers), shall be revised as follows:

Registration Fee: Each application for registration as a telecommunications carrier or provider shall be accompanied by a fee of ~~fifty dollars (\$50.00)~~ as indicated in the Villag Fee Schedule.

SECTION 71. Title 8 (Public Ways And Property), Chapter 8 (Telecommunications) Subsection 8B(1) (Fees And Compensation), shall be revised as follows:

Any applicant for a license or franchise pursuant to Section 8-8-6 or 8-8-7 of this Chapter shall pay a fee of ~~one thousand dollars (\$1,000.00) or one percent (1%) of the estimated cost of applicant's proposed telecommunications facilities, as certified by the applicant's professional engineer, whichever is greater, plus any and all direct and indirect costs incurred by the Village in employing professional consultants that review the application~~ as indicated in the Village Fee Schedule.

SECTION 72. Title 8 (Public Ways And Property), Chapter 8 (Telecommunications) Subsection 8B(3)(a) (Fees And Compensation), shall be revised as follows:

~~Five hundred dollars (\$500.00) or one half of one percent (0.5%) of the estimated cost of applicant's proposed telecommunications facilities, whichever is greater, As indicated in the Village Fee Schedule, as established pursuant to subsection B1 above, and~~

SECTION 73. Title 8 (Public Ways And Property), Chapter 8 (Telecommunications) Subsection 8F (Fees And Compensation), shall be revised as follows:

Annual Fees: Unless otherwise agreed in a license or franchise grant agreement, each license or franchise grantee shall pay an annual license fee to the Village ~~equal to five hundred dollars (\$500.00)~~ as indicated in the Village Fee Schedule as reimbursement for the Village's costs in connection with reviewing, inspecting and supervising the use and occupancy of the public ways in behalf of the public and existing or future users.

SECTION 74. Title 8 (Public Ways And Property), Chapter 8 (Telecommunications) Subsection 9T (Conditions Of Grant), shall be revised as follows:

Security Fund: Each grantee shall establish a permanent security fund with the Village by depositing the amount ~~of fifty thousand dollars (\$50,000.00)~~ as indicated in the Village Fee Schedule with the Village in cash, an unconditional letter of credit or other instrument acceptable to the Village, which fund shall be maintained at the sole expense of grantee so long as any of grantee's telecommunications facilities are located within the public ways of the Village.

SECTION 75. Title 8 (Public Ways And Property), Chapter 8 (Telecommunications) Subsection 11 (Penalties And Remedies), shall be revised as follows:

Penalties: Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Chapter shall be fined ~~not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00)~~ as indicated in the Village Fee Schedule for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs or continues.

SECTION 76. Title 8 (Public Ways And Property), Chapter 10 (Water And Sewer Charges Regulations) Subsection 3B (Application For Service; Fee; Deposit Required), shall be revised as follows:

Fee: A nonrefundable application fee ~~of ten dollars (\$10.00)~~ as indicated in the Village Fee Schedule shall be paid to open a new account. Each new property owner shall be required to open a new account.

SECTION 77. Title 8 (Public Ways And Property), Chapter 10 (Water And Sewer Charges Regulations) Subsection 3C (Application For Service; Fee; Deposit Required), shall be revised as follows:

Deposit Required: In addition to the application fee required above, any person owning or occupying any dwelling in the Village who files an application for water and sewerage service shall pay a ~~one hundred dollar (\$100.00)~~ deposit as indicated in the Village Fee Schedule with the application for said water and sewerage service. The Village has the authority to terminate water service if the deposit is not received within ten (10) days of notification of occupancy.

Such application and deposit must be filed with the Department of Finance.

SECTION 78. Title 8 (Public Ways And Property), Chapter 10 (Water And Sewer Charges Regulations) Subsection 3F (Application For Service; Fee; Deposit Required), shall be revised as follows:

Tap On Fees For New Construction, Tear Downs Or Major Renovations And Additions For Certain Garden Avenue Properties: In accordance with this subsection, the owners of the following properties shall be required to pay the below reimbursement fee ("reimbursement fee"), pursuant to one of the below payment options to be selected by each property owner:

Property	PIN	Reimbursement Fee
3903 Garden Avenue	18-06-105-002-0000	"Not to exceed" amount equal to \$6,849.17
3909 Garden Avenue	18-06-105-004-0000	"Not to exceed" amount equal to \$6,849.17
3911 Garden Avenue	18-06-105-005-0000	"Not to exceed" amount equal to \$6,849.17

The payment options available to the owners of the above properties (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) are as follows:

SECTION 79. Title 8 (Public Ways And Property), Chapter 10 (Water And Sewer Charges Regulations) Subsection 4F (Water Meters; Rates And Charges), shall be revised as follows:

Rates Established: Effective for the water billing cycle commencing on January 1, 2022, all property upon which any building has been or may be hereafter erected having a connection with the Village water and sewerage system shall pay bimonthly charges (6 times per year) at the applicable rate for users of the Village water and sewerage system based on the amount of water consumed, as shown by the water meter(s):

Residents:		
	Per 1,000 Gallons	\$14.00 As indicated in the Village Fee Schedule
	Minimum charge without regard to gallons consumed	56.00 As indicated in the Village Fee Schedule
Eligible senior discount residents:		
	Per 1,000 gallons	
	Minimum senior discount charge without regard to gallons consumed	40.00 As indicated in the Village Fee Schedule
	Capital maintenance fee (applies to all water account holders)	\$10.00 per billing cycle As indicated in the Village Fee Schedule

The senior citizen discounted water rate shall be available only to eligible Village residents who are at least sixty five (65) years of age and who annually demonstrate that his/her/their income level does not exceed the then-current maximum income level required to be eligible for the Cook County Senior Real Property Tax Freeze Program. A Village- issued application form must be completed and submitted on an annual basis, as directed by the Village, for review and approval by the Finance Director in order to be eligible for the senior citizen discounted water rate.

The owner of property receiving water and sewerage service and any tenant renting said property shall be jointly and severally liable for the cost of the water and sewerage service provided to the property.

SECTION 80. Title 8 (Public Ways And Property), Chapter 10 (Water And Sewer Charges Regulations) Subsection 4H(2) (Water Meters; Rates And Charges), shall be revised as follows:

Penalties; Late Fees: All bills for water and sewerage services shall be sent out bimonthly by the Department of Finance and are due and payable twenty (20) days after being sent out. If the rates or charges for such services are not paid within twenty (20) days after the rendition of the bill for such service, there shall be a penalty imposed of ~~ten percent (10%)~~ as indicated in the Village Fee Schedule of the amount of the bill. After notice of impending service discontinuation is given by the Department of Finance, such services shall be discontinued without further notice and shall not be reinstated until all past due bills, including penalties thereon and late fees, are paid in full, together with a charge of ~~twenty dollars (\$20.00)~~ as indicated in the Village Fee Schedule for reinstating such services during scheduled working hours or ~~thirty five dollars (\$35.00)~~ as indicate in the Village Fee Schedule for reinstating such services after normal working hours. The user of water and sewer service and the owner of the property shall be obligated to pay the following late fees in the event of a failure to pay any outstanding balance due after the notice of impending service discontinuation has been provided by the Village to the user or owner: all certified mailing fees and postage associated with notifying the user or owner of the outstanding bill and the notice of impending service discontinuation, ~~a fifteen dollar (\$15.00)~~ administrative fee as indicated in the Village Fee Schedule associated with the time spent by the Village attempting to collect the outstanding balance due on the account, and any out of pocket charges or fees incurred by the Village as a consequence of having to retain a third party to assist with the collection of the outstanding balance due on the account.

SECTION 81. Title 8 (Public Ways And Property), Chapter 10 (Water And Sewer Charges Regulations) Subsection 5D (Stormwater Utility Fee), shall be revised as follows:

Rates, Fees and Charges for Stormwater Utility Service:

A user, except otherwise exempted in this section, shall be charged for such service in accordance with rates, fees and charges established from time-to-time by an ordinance adopted by the Village Board as set forth below:

Single-Family Residential Parcels	Stormwater Utility Fee (Rates, Fees and Charges)
Tier 1: Parcels with less than 3,000 square feet of impervious area shall be billed for 0.75 ERU.	\$12.25 <u>As indicated in the Village Fee Schedule</u>

Tier 2: Parcels with 3,000 square feet or more, and up to 4,600 square feet of impervious surface area shall be billed for 1 ERU.	\$17.50 As indicated in the Village Fee Schedule
Tier 3: Parcels with greater than 4,600 square feet of impervious surface area will be billed for 1.4 ERU.	\$24.50 As indicated in the Village Fee Schedule
Multi-Family Residential Parcels	
Total property impervious area (sq. ft.) / number of property owners = "Property Owner Area"	Property owners are placed into Tier 1, Tier 2 or Tier 3, outlined above, based on the Property Owner Area.
Non-Residential Parcels	
Parcels are billed based on the measured impervious area (sq. ft.), rounded up to the next whole ERU	Total Impervious Area / 3,708 square feet = X ERUs X ERUs multiplied by \$17.50 = Monthly Fee As indicated in the Village Fee Schedule
Mixed-Use Parcels	
Parcels are billed based on the measured impervious area (sq. ft.), rounded up to the next whole ERU.	Total Impervious Area / 3,708 square feet = X ERUs X ERUs multiplied by \$17.50 = Monthly Fee As indicated in the Village Fee Schedule

SECTION 82. Title 8 (Public Ways And Property), Chapter 13 (Small Wireless Facilities) Subsection 5D (Permits; Application Process), shall be revised as follows:

Permit Application Fees: All applications for collocation of small wireless facilities shall be accompanied by a non-refundable application fee in the following amounts:

Request to collocate a small wireless facility that includes the installation of a new utility pole	\$1,000.00 As indicated in the Village Fee Schedule
Request to collocate a single small wireless facility on an existing utility pole or wireless support structure	\$650.00 As indicated in the Village Fee Schedule
Request to collocate multiple small wireless facilities on existing utility poles or wireless support structures addressed in a single application	\$350.00 per small wireless facility As indicated in the Village Fee Schedule

SECTION 83. Title 8 (Public Ways And Property), Chapter 13 (Small Wireless Facilities) Subsection 13A(1) (Collocation On Village Owned Infrastructure), shall be revised as follows:

Fee: The annual fee to collocate a small wireless facility on a Village-owned utility pole located in a right-of-way shall be the higher of:

1. ~~Two hundred dollars (\$200.00)~~ As indicated in the Village Fee Schedule /year per small

wireless facility; or

2. The actual, direct, and reasonable costs related to the wireless providers use of space on the pole.

SECTION 84. Title 8 (Public Ways And Property), Chapter 14 (Illicit Water Discharge Detection And Elimination Regulations) Subsection 20 (Fines), shall be revised as follows:

Any person violating any provision of this chapter shall be guilty of a petty offense. Such violation shall be punishable by a fine of ~~not more than seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule each day, or any portion of a day, during which such violation is committed, continued or permitted shall constitute a separate offense and shall be punishable as such.

SECTION 85. Title 8 (Public Ways And Property), Chapter 14 (Illicit Water Discharge Detection And Elimination Regulations) Subsection 27B (Penalty), shall be revised as follows:

Any person who shall continue any violation beyond the time limit provided for in section A above, shall be guilty of a misdemeanor, and upon conviction thereof shall be fined in an amount ~~not less than twenty five dollars (\$25.00) nor more than seven hundred fifty dollars (\$750.00)~~ as indicated in the Village Fee Schedule for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

SECTION 86. Title 11 (Franchises And Utilities), Chapter 1 (Cable Television Franchise) Subsection 13A (Letter Of Credit/Security Deposit), shall be revised as follows:

Within fifteen (15) days after the award of an initial franchise, the grantee shall deposit with the Village either an irrevocable letter of credit from a financial institution or a security deposit in an amount ~~of up to one hundred thousand dollars (\$100,000.00)~~ as indicated in the Village Fee Schedule with the amount and form to be established by the Village, and specified in the franchise agreement. The form and content of such letter of credit or security deposit shall be approved by the Village Attorney. These instruments shall be used to ensure the faithful performance of the grantee of all provisions of this Chapter, and to ensure compliance with all orders, permits and directions of any agency, commission, board, department, division, or office of the Village having jurisdiction over its acts or defaults under this Chapter, and to ensure the payment by the grantee of any claims, liens, and taxes due the Village which arise by reason of the construction, operation or maintenance of the system.

SECTION 87. Title 11 (Franchises And Utilities), Chapter 1 (Cable Television Franchise) Subsection 13B (Letter Of Credit/Security Deposit), shall be revised as follows:

Within fifteen (15) days after the award of a renewal franchise, the grantee shall deposit with the Village either: 1) an irrevocable letter of credit from a financial institution or a security deposit ~~of thirty thousand dollars (\$30,000.00)~~ as indicated in the Village Fee Schedule or 2) a surety bond in the amount ~~of one hundred fifty thousand dollars (\$150,000.00)~~ as indicated in the Village Fee Schedule with the amount and form to be established by the Village. The form and content of such letter of credit, surety bond or security deposit shall be approved by the Village Attorney. These instruments shall be used to ensure the faithful performance of the grantee of all provisions of this Chapter, and to ensure compliance with all orders, permits and

directions of any agency, commission, board, department, division, or office of the Village having jurisdiction over its acts or defaults under this Chapter, and to ensure the payment by the grantee of any claims, liens, and taxes due the Village which arise by reason of the construction, operation or maintenance of the system.

SECTION 88. Title 11 (Franchises And Utilities), Chapter 1 (Cable Television Franchise) Subsection 15A (Liability And Insurance), shall be revised as follows:

The grantee shall maintain and by its acceptance of the franchise specifically agrees that it will maintain throughout the term of the franchise, liability insurance insuring the Village and the grantee in the minimum amount of:

1. As indicated in the Village Fee Schedule ~~One million dollars (\$1,000,000.00)~~ for property damage to any one person;
2. As indicated in the Village Fee Schedule ~~Three million dollars (\$3,000,000.00)~~ for property damage from any one accident;
3. As indicated in the Village Fee Schedule ~~One million dollars (\$1,000,000.00)~~ for personal injury to any one person;
4. As indicated in the Village Fee Schedule ~~Three million dollars (\$3,000,000.00)~~ for personal injury from any one accident;
5. An additional amount as indicated in the Village Fee Schedule ~~two million dollars (\$2,000,000.00)~~ for all other types of liability ("umbrella" policy); and

SECTION 89. Title 11 (Franchises And Utilities), Chapter 1 (Cable Television Franchise) Subsection 45 (Penalties), shall be revised as follows:

- A. Failure to furnish, maintain, or offer all cable services to any potential subscriber within the Village upon order of the Village: ~~two hundred fifty dollars (\$250.00)~~ as indicated in the Village Fee Schedule per day, per violation, for each day that such failure occurs or continues;
- B. Failure to obtain or file evidence of required insurance, construction bond, performance bond, or other required financial security: ~~two hundred fifty dollars (\$250.00)~~ as indicated in the Village Fee Schedule per day, per violation, for each day such failure occurs or continues;
- C. Failure to provide access to data, documents, records, or reports to the Village as required by Sections 11-1-19, 11-1-29 through 11-1-31 and 11-1-37 of this Chapter: ~~two hundred fifty dollars (\$250.00)~~ as indicated in the Village Fee Schedule per day, per violation, for each day such failure occurs or continues;
- D. Failure to comply with applicable construction, operation, or maintenance standards: ~~two hundred fifty dollars (\$250.00)~~ as indicated in the Village Fee Schedule per day, per violation;
- E. Failure to comply with a rate decision or refund order: ~~five hundred dollars (\$500.00)~~ as indicated in the Village Fee Schedule per day, per violation, for each day such a violation occurs or continues.
- F. Any violations for noncompliance with the customer service standards of Sections 11-1-23 through 11-1-25 of this Chapter the grantee shall pay ~~one hundred fifty dollars (\$150.00)~~ as indicated in the Village Fee Schedule per day for each day, or part thereof, that such noncompliance continues;
- G. Any other violations of a franchise agreement to be determined by the grantor in a public hearing but not specifically noted in this Section shall not exceed an amount as indicated in the Village Fee Schedule ~~one hundred fifty dollars (\$150.00)~~ per day, per violation.

SECTION 90. Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation. All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent of such conflict, repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. Except for the Code Amendments set forth above in this Ordinance, all chapters and sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

SECTION 91. Effective Date. This Ordinance shall become effective after its passage, approval and publication as provided by State law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 23rd day of February 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

This Ordinance was published by me in pamphlet form on the 23rd day of February 2026.

Edward Tymick, Village Clerk

Exhibit "A"

Village Fee Schedule

(Attached)

Draft

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLES 1 (ADMINISTRATION), 3 (BUSINESS REGULATIONS), 5 (PUBLIC HEALTH AND SAFETY), 6 (POLICE REGULATIONS), 7 (MOTOR VEHICLES AND TRAFFIC), 8 (PUBLIC WAYS AND PROPERTY), 9 (BUILDING REGULATIONS), AND 11 (FRANCHISES AND UTILITIES) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATED TO VILLAGE FEES.

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 23rd day of February, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 23rd day of February, 2026

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 23rd day of February, 2026

Edward Tymick, Village Clerk

SEAL

Village Code Section	Text	Existing	Proposed (\$)	Comment
9-1-7A	Fee Deposit Established: A nonrefundable plan review fee deposit shall be paid upon submission of building construction drawings or engineering plans in the following amounts:			
9-1-7 A(1)	Residential construction (new homes, additions, etc.)	\$ 2,000.00	No Change	
9-1-7 A(1)(b)	Commercial or institutional construction	\$ 2,500.00	No Change	
9-1-7 A(1)(c)	Detached garage	\$ 2,000.00	No Change	
9-1-7 A(1)(d)	All other permits not listed above	N/A	\$ 65.00	Operational Costs Market Adjustment
9-1-7A(2)	<p>Fee Determined; Village Administrative Fee: The plan review fee deposit shall be paid prior to a review by the Department of Building and Development or consulting services and before the issuance of a permit. If a permit is issued after the plan review, the amount of the permit will be according to the provisions of section 9-1-7A of this article. If the plan review fees listed in subsection 9-1-7A of this section are not sufficient to cover the costs of the plan review by consultants hired by the Village (including, but not limited to, fees and costs associated with the review, inspection and processing of the application or petition by the Village Engineer, Village Forester, Village Landscape Architect and Land Planner and Village Attorney or other consultants retained by the Village) and Village staff, the applicant shall pay the outstanding amount prior to the issuance of a building permit. There shall be an administrative fee charged to each applicant to reimburse the Village for the Village staff time and resources expended relative to the application or petition. The Village administrative fee shall be ten percent (10%) of the total amount of Village consultant fees incurred relative to the application or petition and shall be in addition to the Village consultant fees.</p>	10%	No Change	

Village Code Section	Text	Existing	Proposed (\$)	Comment
9-1-7A(3)	<p>Fee When Permit Is Not Issued; Additional Expenses: In the event that a building, site development or stormwater management permit is not issued after a plan review, in addition to the Village administrative fee and the actual review fees incurred by the Village as a consequence of the Village consultants (including, but not limited to, the Village Engineer, Village Forester, Village Landscape Architect and Land Planner and Village Attorney or other consultants retained by the Village) and Village staff reviewing, inspecting and processing the application and submittals, an administrative processing fee of ten percent (10%) of the fee deposit shall be retained by the Village for processing the return of any remaining balance of the fee deposit.</p>	Direct cost of consultant and 10% admin fee	No Change	
9-1-7B(1)	<p>Fee Established: The engineering plan review and inspection fee shall be paid before the issuance of a permit. No permit will be issued until the total engineering review and inspection fees due are paid. There shall be an administrative fee charged to each applicant to reimburse the Village for the Village staff time and resources expended relative to the application or petition. The Village administrative fee shall be ten percent (10%) of the total amount of the Village consultant fees incurred relative to the application or petition and shall be in addition to the Village consultant fees. A engineering plan review and inspection fee shall be paid upon submission</p>	Direct pass through of consultant cost	Direct pass through of consultant cost In-house building residential \$65 per hr. In-house non-residential building \$110. per hr. In-house zoning \$25 per hr.	Market Adjustment Operational Costs
9-1-7B(1)(a)	Residential construction of a new single family house	9,000 sf and up \$1,450.00 9,000 sf and below \$1,200.00	\$ 2,500.00	Operational Costs
9-1-7B(1)(b)	Residential construction of an addition greater than 100 square feet	\$ 900.00	\$ 1,200.00	Operational Costs
9-1-7B(1)(c)	Residential construction of an addition less than 100 square feet	\$ 200.00	\$ 500.00	Operational Costs
9-1-7B(1)(d)	Commercial or institutional construction	N/A	Direct pass through of consultant cost In house: \$85.00 per hour	Operational Costs

Village Code Section	Text	Existing	Proposed (\$)	Comment
9-1-7B(1)(e)	Detached garage	\$ 500.00	\$ 1,200.00	Operational Costs
9-1-7B(1)(f)	Sports Court or Pool	\$ 425.00	\$ 1,200.00	Operational Costs
9-1-7B(1)(g)	Patio and accessory structures	\$ 200.00	\$ 500.00	Operational Costs
9-1-7B(1)(h)	Demolition	\$ 350.00	\$ 800.00	Operational Costs
9-1-7B(2)	Drainage improvements: \$250.00 or as approved by the Director of Engineering based on review time and project scope.	\$ 250.00	\$250.00 or can be waived by Director of Engineering	Compliance
9-1-7B(3)	Conditional use, planned development and subdivision: The fee for these developments is established by article B of this chapter and subsection 10-10-17C of this Code plus the Village shall receive an administrative fee of ten percent (10%) of the total amount of Village consultant fees incurred relative to the application or petition.	10%	No Change	
9-1-7B(4)	Fee When Permit Is Not Issued; Additional Expenses: In the event that an engineering or building permit is not issued after a plan review, in addition to the Village administrative fee and the actual review and inspection fees incurred by the Village as a consequence of the Village consultants (including, but not limited to, the Village Engineer, Village Forester, Village Landscape Architect and Land Planner and Village Attorney or other consultants retained by the Village) and Village staff reviewing, inspecting and processing the application and submittals, an administrative processing fee of ten percent (10%) of the fee deposit shall be retained by the Village for processing the return of any remaining balance of the fee deposit.	direct consultant costs and 10% admin	No Change	

Village Code Section	Text	Existing	Proposed (\$)	Comment
9-1-7C(1)	Building Construction Permit Fees: Building permit fees for each new building or structure or alterations/additions to existing buildings or structures shall be based on the following: 1.75 percent of construction costs up to \$1,000,000.00 1.0 percent of construction costs for the next \$4,000,000.00 0.75 percent of construction costs for all costs above \$5,000,000.00	1.75 percent of construction costs up to \$1,000,000.00 1.0 percent of construction costs for the next \$4,000,000.00 0.75 percent of construction costs for all costs above \$5,000,000.00 minimum permit fee \$50.00 maximum amount \$15,000.00	No Change	
	Fence			Operational Costs Market Adjustment Compariable to Neighboring Communities
	Pet Fence	\$25.00		
	Roof			
	Sign			
	Sign with electric			
	Soffit and / or Gutters	1.75 percent of construction costs up to \$1,000,000.00 1.0 percent of construction costs for the next \$4,000,000.00 0.75 percent of construction costs for all costs above \$5,000,000.00 minimum permit fee \$50.00 maximum amount \$15,000.00	1.75 percent of construction costs up to \$1,000,000.00 1.0 percent of construction costs for the next \$4,000,000.00 0.75 percent of construction costs for all costs above \$5,000,000.00 minimum permit fee \$50.00 maximum amount \$1,500	
	Siding / exterior cladding			
Tuckpoint/ Masonry / Chimney				
	Window / door			
9-1-7C(2)	Site Development Permit And Inspection Fees: Site development permit and inspection fees, which are in addition to building permit fees for all types of development, including single or multiple lot developments, subdivisions, planned developments and conditional uses, shall be as follows:			
	Residential lots	\$200.00 per lot	No Change	
	Commercial lots	\$200.00 per lot	No Change	
	Subdivisions, planned developments and conditional uses	\$2,000.00 plus \$500 per acre or that part there of	No Change	
9-1-7C(3)	Minimum Building Permit Fee: The minimum building permit fee shall be fifty dollars (\$50.00).	\$ 50.00	No Change	

Village Code Section	Text	Existing	Proposed (\$)	Comment
9-1-7C(5)	Permit Renewal Fee: As stated in subsection 9-1-4F(6), the fee for a renewal of the permit will be calculated per subsections 9-1-7C(1) and 9-1-7C(2) based on the cost of the outstanding work requested in the renewal.	N/A	calculated per subsections 9-1-7C(1) and 9-1-7C(2) based on the cost of the outstanding work requested in the renewal.	Operational Costs Market Adjustment Comparable to Neighboring Communities
9-1-D1	General Tap On Fee	\$1,000.00	No Change	
9-1-D2	Any existing water meter shall be surrendered to the Village prior to any disconnection of service from the water main and before the installation of the new water main tap. Water meters not returned shall be imposed a fine of \$1250.00.	N/A	\$ 1,250.00	Compliance
9-1-7E(1)	Sewer Main Connection Fee: 1.One thousand dollars (\$1,000.00) for each.	\$ 1,000.00	No Change	
9-1-7F	Water Meter Fee: The Village shall review and charge the appropriate cost based on the meter size required by the Illinois Plumbing Code on a quarterly basis.			
	3/4 inch	N/A	Market Cost plus a 10% administrative fee	Market Adjustment
	1 inch	\$ 275.00	Market Cost plus a 10% administrative fee	
	1 1/2 inch	\$ 1,100.00	Market Cost plus a 10% administrative fee	
	2 inch		Market Cost plus a 10% administrative fee	
	any other size	cost from supplier	Market Cost plus a 10% administrative fee	
	Connections	N/A	Market Cost plus a 10% administrative fee	
	Flange Kit	N/A	Market Cost plus a 10% administrative fee	
Meter Wire	N/A	Market Cost plus a 10% administrative fee		
	MIU	N/A	Market Cost plus a 10% administrative fee	
	Repair of remote meter connection	N/A	\$125.00	
9-1-7G(1)	Street Openings Fee: One hundred fifty dollars (\$150.00) for each street opening.	\$ 150.00	No change	
9-1-7H(1)(a)	Main buildings and structures: One thousand dollars (\$1,000.00).	\$ 1,000.00	No change	
9-1-7H(1)(b)	All other buildings and structures: Fifty dollars (\$100.00).	\$ 50.00	\$100.00	Operational Costs
9-1-7I	Penalty For Work Without A Permit. Permit fees for projects requiring a permit and where work has commenced prior to the issuance of an approved permit, shall be calculated at double [200%] of the amount of the standard permit fee for that work.	up to \$750.00	200% of the permit fee	Compliance
9-1-7J(1)	Fee Established: One hundred dollars (\$125.00). If the reinspection fee listed in subsection 9-1-7J of this section are not sufficient to cover the costs of the reinspection by consultants hired by the Village (including, but not limited to, fees and costs associated with the review, inspection and processing of the application or petition by the Village Engineer, Village Forester, Village Landscape Architect and Land Planner and Village Attorney or other consultants retained by the Village) and Village staff, the applicant shall pay the outstanding amount prior to the scheduling of any inspection.	\$ 100.00	\$ 125.00	Operational Costs
9-1-7K	Moving A Building Or Structure 1. Four hundred dollars (\$400.00) for each day the building or structure is located on a public street.	\$ 400.00	No Change	

Village Code Section	Text	Existing	Proposed (\$)	Comment
9-1-7L	Elevator, Lift And Dock Inspections. The fee shall consist of a fifty dollar (\$50.00) administrative fee plus the actual inspection costs incurred by the Village from the contractual elevator inspection service.	\$50.00 and the direct consultant cost	No Change	
9-1-7N(1)(a)	Demolition or new construction	\$3,000.00 minimum or 3 percent of construction of a new principal structure costs, whichever is greater (with a cap of \$15,000.00 for single-family residential construction)	No Change	
9-1-7N(1)(b)	Additions with foundation	\$1,000.00 minimum or 3 percent of construction costs, whichever is greater	No Change	
9-1-7N(1)(c)	Additions without foundation	\$1,000.00 minimum or 2 percent of construction costs, whichever is greater	No Change	
9-1-7N(1)(d)	Demolition or construction of an accessory structure	\$800.00 minimum or 2 percent of construction costs, whichever is greater	No Change	
9-1-7N(1)(e)	Street openings, water or sewer work within the public right of way	\$ 800.00	\$1,500	Operational Costs
9-1-7O(3)(a)	Variations: Two thousand and five hundred dollars (\$2,500).	\$750.00 plus \$300.00 for each subsequent variation request	\$ 2,500.00	Operational Costs Market Adjustment
9-1-7O(3)(b)(i)	Three thousand dollars (\$3,000.00) per petition for conditional uses containing new or reconstructed structures or buildings.	\$ 3,000.00	No change	
9-1-7O(3)(b)(ii)	One thousand dollars (\$1,000.00) per petition for conditional uses that do not contain any new or reconstructed structures.	\$ 1,000.00	No change	
9-1-7O(3)(c)(i)	Map amendments: Three thousand dollars (\$3,000.00) per petition.	\$ 3,000.00	No change	
9-1-7O(3)(c)(ii)	Text amendments: One thousand dollars (\$1,000.00) per petition.	\$ 1,000.00	No change	
9-1-7O(3)(d)(i)	Minor Subdivisions. For all subdivision plats of one acre or any fraction thereof: Three thousand dollars (\$3,000.00).	\$ 3,000.00	No change	
9-1-7O(3)(d)(ii)	Major Subdivisions. For all subdivision plats of over one acre: Three thousand dollars (\$3,000.00) plus one thousand dollars (\$1,000.00) for each acre or portion thereof of gross site area.	\$3,000.00 plus \$1,000.00 for each acre or portion thereof of gross site area	No change	
9-1-7O(e)	Planned Unit Developments. Three thousand dollars (\$3,000.00) plus one thousand two hundred dollars (\$1,200.00) per acre or portion thereof of gross site area.	\$3,000 plus 1,200 per acre	No Change	
9-1-7O(3)(f)	Zoning Compliance Review: Fifty dollars (\$50.00) per review.	\$ 50.00	\$ 100.00	Operational Costs
9-1-7O(3)(g)(i)	One hundred dollars (\$100.00) per single-family attached/detached unit.	\$ 50.00	\$ 100.00	
9-1-7O(3)(g)(ii)	One hundred dollars (\$100.00) per apartment unit.	\$ 50.00	\$ 100.00	
9-1-7O(3)(g)(iii)	One hundred dollars (\$100.00) per commercial/office building and per tenant/occupancy space.	\$ 50.00	\$ 100.00	
9-1-7O(3)(g)(iv)	Temporary occupancy permit one hundred dollars (\$100).	N/A	\$ 100.00	



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: February 9, 2026

AGENDA ITEM 7.B.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: (Discussion Only) 2026 Vendors Approved via Financial Reporting

Recommendation

Consider a recommendation to advance the item for review and discussion of the 2026 Vendor List

Summary

The attached schedule contains a list of recommended vendors whose annual charges may exceed \$25,000 this fiscal year. Vendors that have individual agreements already approved by the Village Board are not included in this list. Departments provided their list to their respective committees and the list in total was reviewed by the Finance Committee and subsequently recommended to the Board of Trustees. Please note that actual expenditures require further approval. Expenditures for these vendors listed will be presented and formally approved through the Village Monthly Financial reports, along with all payables.

Department	FY 2026 Projected Amount	
<i>Finance Department</i>		
<i>Vendors</i>		
United States Postal Service (USPS)		43,000
Amazon		40,000
Lauterbach & Amen		50,000
Third Millenium		37,000
Tyler Technology		63,000
<i>Administration</i>		
<i>Vendors</i>		

Nicor			25,000
ComED			620,000
One Step, Inc.			25,000
Intergovernmental Risk Management (IRMA)			72,280
Lyons Township Area Communications Center (LTACC)			341,000
BDO USA LLP			160,000
CDW Government			35,000
Dell Marketing LP			35,000
Verizon			50,000
NEC			32,000
Wells Fargo			42,000
<i>Community Development-Planning and Zoning</i>			
<i>Vendors</i>			
Don Morris			185,000
EZA Engineering			40,000
<i>Municipal Services</i>			
<i>Vendors</i>			
Vulcan Materials Company			90,000
Heidelberg Materials Midwest AGG, Inc			90,000
MOHR Oil			100,000
Ziebell Water Services			135,000
Metropolitan Water Reclamation District			50,000

Financial Impact

The FY 2026 Approved Budget includes funds for the specified vendors. Approval will be through the monthly financials.

Recommended Motion

No action required

Strategic Plan Alignment

Financial Sustainability

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: February 9, 2026

AGENDA ITEM 7.C.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: (Discussion Only) An Ordinance Implementing a Non-Home Rule Municipal Retailers' Occupation Tax and a Non-Home Rule Municipal Service Occupation Tax in the Village of Western Springs

Recommendation

The Finance Committee reviewed and discussed this item at their meeting on February 3, 2026. The Committee recommended the approval of an ordinance implementing a non-home rule municipal retailers' occupation tax and a non-home rule municipal service occupation tax in the Village of Western Springs.

Summary

This item was presented for discussion at the Finance Committee held on June 10, 2025, along with other state legislative changes. The committee discussed the overall health of the Village's finances, along with the increasing strain on funding for critical expenditures, due to unfunded mandates, pension obligations, market conditions, and capital needs. The Finance Committee recommended that the item be brought to the entire Board of Trustees at its strategic plan meeting in June 2025.

As recommended, the Board of Trustees discussed this item at their Special Meeting for strategic planning held on June 16, 2025, where it was requested that staff collect data throughout the 2026 budget process and report the findings.

This item and related data on capital needs were discussed at the February 3, 2026 Finance Committee Meeting and the committee recommended the item be placed on the Village Board of Trustees agenda for consideration of approval.

Findings

During the 2026 budget process, the Village Board discussed a significant and ongoing funding gap for capital equipment supporting critical Village services. The capital equipment consists of vehicles used within the Police, Fire, and Municipal Services Departments, as well as specialized equipment utilized to fulfill services to the community and unfunded mandates. It also includes the costs associated with maintaining Village buildings to operational capability.

The primary funding source for capital equipment is a small allocation from funds received through property taxes. After pension obligations and operational needs, approximately **\$225,000** in property tax revenue remains available each year for capital needs across all critical services.

This funding level is insufficient. Staff estimates that maintaining and replacing capital equipment requires approximately **\$1 million annually**, resulting in a persistent structural shortfall.

Annual Costs to Maintain Current Capital Equipment		
<i>Expenditures</i>		Notes
Village IT Requirements	\$ (90,000.00)	
PD Annual Costs/Equipment	\$ (100,000.00)	
FD Equipment	\$ (50,000.00)	
Light/Medium Vehicles	\$ (230,000.00)	Annual costs to maintain a fleet of regular vehicles for useful life (Squads, Pickups, SUVs)
Heavy Vehicles/Equipment	\$ (300,000.00)	Dump Trucks, Endloaders, Fire Vehicles, etc.
Annual Building Improvements	\$ <u>(250,000.00)</u>	Village Hall, PD, FD FS#1, FD FS#2 & PW Building
	<i>\$(1,020,000.00)</i>	Approximate Annual Expenses
<i>Revenues</i>		
Property Tax Allocation	\$ 225,000.00	
Interest Income	\$ <u>60,000.00</u>	
	<i>\$ 285,000.00</i>	Approximate Annual Revenues
	<i>\$ (735,000.00)</i>	Annual Surplus/(Deficit)

An assessment of Village equipment shows substantial aging across the fleet, included as an attachment. **Nine heavy vehicles** used in critical services are beyond their useful life. The 2026 budget funds **two** replacements, with staff pursuing grants or alternative funding for **one additional unit**. Even with these efforts, the remaining unfunded need for heavy equipment exceeds **\$1.2 million**.

Additionally, **18 of 30 light vehicles** in the Village fleet are past their useful life. Staff is exploring leasing strategies to manage these assets, but ongoing maintenance and reliability remain critical to service delivery. Equipment that is listed beyond its useful life continues to be operational, except for two (2) light vehicles, but all vehicles listed require significant funding for continued repairs and maintenance to maintain operability.

In total, more than **\$300,000 in capital requests for 2026 could not be funded**, including required maintenance for equipment used to manage the Village inventory of **8,800 trees**.

This analysis addresses equipment needs, and only includes \$250,000 annually toward the nearly \$6 million in unfunded facility improvements identified in the 2024 Capital Improvement Study.

Additional Background

Public Act 103-0781 gave the ability for non-home rule communities to implement a local sales tax. This tax is on all other goods that do not qualify as groceries. The tax may not be more than 1% and may be imposed only in 0.25% increments. These locally-imposed taxes are used to fund vital services like public safety and public works, infrastructure improvements, property tax relief, and other needs of the community. Prior to Public Act 103-0781, only home rule municipalities had the authority to impose a local sales tax by ordinance. The state does impose an administrative fee, which is currently 1.5% of locally-imposed collections. Utilizing 2024 data, a 1% local sales tax would generate approximately **\$1 million** of additional revenue.

The deadline in relation to the start of collections is the same as the Grocery Sales Tax.

<u>Deadline to File Ord with IDOR</u>	<u>Collections to Begin</u>
October 1, 2025	January 1, 2026
April 1, 2026	July 1, 2026

Financial Impact

Revenues collected by the Village supports operational and capital needs.

Recommended Motion

I move to approve establishing a non-home rule municipal retailers' occupation tax and a non-home rule municipal service occupation tax in the Village of Western Springs.

Strategic Plan Alignment

Financial Growth

File Attachments

1. Deferred Capital

1

2026 Requested Deferred

Fund 310

Dept.	Description	2026 Cost (Capital Fund)	Notes
FD	Deputy Chief Vehicle	\$ 8,000.00	Lease
FD	Duty Officer Vehicle	\$ 8,000.00	Lease
MS	Dump Truck (F550)	\$ 28,333.33	33% Capital Fund, 33% Water, 33% Sewer
MS	6 Wheel Dump	\$ 86,666.67	33% Capital Fund, 33% Water, 33% Sewer
MS	Hi-Ranger	\$ 80,000.00	33% Capital Fund, 33% Water, 33% Sewer
MS	Building Improvements	\$ 100,000.00	
		\$ 311,000.00	

Current Vehicles/Equipment beyond Useful life

Anticipated Replacement Year (End of Useful Life)

Year (End of Useful Life)	Make	Model	Cost	Notes
2018	International (5)	2 Axle Dump	\$ 160,000.00	Included in 2026 Budget
2021	International	6 Wheel Dump Truck	\$ 260,000.00	
2014	Freightliner	Step van water truck	\$ 175,000.00	
2023	International	Hi-Ranger	\$ 240,000.00	
2024	International	6 Wheel Dump	\$ 260,000.00	
2025	New Holland	Skid Steer	\$ 104,000.00	
2022	Case	End Loader	\$ 220,000.00	Included in 2026 Budget
2022	Caterpillar	Backhoe	\$ 180,000.00	
2013	Pierce	Aerial Ladder	\$ 1,800,000.00	Applying for Grants/Pursuing alternate
			a \$ 3,399,000.00	Heavy vehicles that are past useful life

b 18 of the 30 light vehicles are past their useful life.* It is anticipated that utilizing the Enterprise Leasing program, ~\$230k/year would allow to rotate vehicles in a strategic way to cycle each vehicle out before bypassing useful life, while capturing best resale value.
*2 out of 18 vehicles are currently out of service

c Building Improvement identified in Capital Improvement Study (Estimates from 2024)

Village Hall	\$ 2,200,000.00
Fire Station #1	\$ 1,300,000.00
Fire Station #2	\$ 80,000.00
Public Works	\$ 2,200,000.00
	\$ 5,780,000.00

Heavy Equipment

Light/Medium Vehicles

Buildings



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: February 9, 2026

AGENDA ITEM 8.A.

To: Board of Trustees

From: Heather Valone, AICP, Director of Community Development

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

RE: (Discussion only) Title 9 Building Code Update

Recommendation

The Planning and Zoning Committee reviewed this item at their meetings on January 7, 2026, and February 3, 2026, and recommended the approval of the revised Title 9 (Building Regulations).

Summary

The Community Development staff has completed the review process and drafted updates to Title 9, Building Code, of the Village Code. Currently, Title 9 adopts the following codes by reference with local amendments:

- International Building Code 2006 edition
- International Residential Code 2006 edition
- International Mechanical Code 2006 edition
- International Fuel and Gas Code 2006 edition
- International Fire Code 2018 edition
- International Property Maintenance Code 2006 edition
- International Energy Conservation Code 2012 edition
- 2014 Illinois State Plumbing Code
- 2018 Illinois State Accessibility Code
- National Electrical Code 2005 edition
- Local pool and spa code language

Recent changes to State statute require municipalities to review their building codes on a more frequent basis. The State now requires that all non-home-rule communities utilize the International Code Council (ICC) model codes and that the adopted codes be within three versions of the current code edition. There are various State codes that are still required to be adopted.

The Village already primarily uses ICC products; however, the bulk of the Village's currently

adopted versions are not compliant with the requirement to be within three versions of the most recent published edition (2024). As such, Village staff has reviewed the existing codes and is proposing updates to adopt the following codes with local amendments (underlined items indicate changes):

- International Building Code 2018 edition
- International Residential Code 2018 edition
- International Mechanical Code 2018 edition
- International Fuel and Gas Code 2018 edition
- International Fire Code 2018 edition
- International Property Maintenance Code 2018 edition
- International Energy Conservation Code 2024 edition
- 2014 Illinois State Plumbing Code
- 2018 Illinois State Accessibility Code
- National Electrical Code 2017 edition
- International Pool and Spa Code 2018
- International Existing Building Code 2018

Local amendments are proposed to ensure the building codes reflect the expectations of the Western Springs community; however, these amendments are generally consistent with existing local amendments. The most significant updates include clarifying administrative processes such as building permit application submittal requirements, inspection protocols, and the issuance of certificates of occupancy. Although these are not changes to the Village's current policies, they will memorialize existing requirements in code and reduce confusion for applicants, residents, and design professionals.

The adoption of the International Pool and Spa Code and the International Existing Building Code would add two new codes that the Village has not previously adopted. The International Pool and Spa Code would replace locally developed language with an ICC product that more easily integrates with the other ICC codes. The International Existing Building Code is proposed to assist in administering modern codes for historic structures and buildings by providing guidance for reasonable upgrades to achieve compliance with Building Code requirements.

Lastly, the update to the 2017 National Electrical Code represents a significant jump between editions and will have a noticeable impact on minimum standards. Attachment 1 contains the draft ordinance revising Title 9 (Building Regulations).

The Planning and Zoning Committee reviewed the draft ordinance at their meetings on January 7, 2026, and February 3, 2026, and recommended approval of the draft ordinance for the update of Title 9 (Building Regulations).

Attachment

1. Draft Ordinance - An Ordinance Amending Title 9 (Building Regulations) Of The Western Springs Municipal Code Related To Building Code.

Financial Impact

None

Recommended Motion

I move to approve the revised Title 9 (Building Regulations).

Strategic Plan Alignment

Community Planning and Economic Development.

File Attachments

- 1. Draft Ordinance

(additions to existing text marked with underlining; deletions to existing text marked using ~~strikethrough~~)

ORDINANCE NO. 26-

VOTE:

AYES:

NAYS:

ABSTAIN:

DATE:

OTHER: Published in Pamphlet Form.

AN ORDINANCE AMENDING TITLE 9 (BUILDING REGULATIONS) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATED TO BUILDING CODE.

WHEREAS, the President and Board of Trustees of the Village of Western Springs desire to make certain amendments to the regulations of Title 9 (Building Regulations) of the Western Springs Municipal Code of 1997, as amended, relating to the regulations for building within the Village, set forth below (the "Code Amendments"); and

WHEREAS, at open a public meeting held on January 7, 2026 and February 3, 2026, the Planning and Zoning Committee ("Committee") of the Village considered the Code Amendments set forth below, received input from Village staff, and provided the public with an opportunity for input regarding the Code Amendments, and then at its February 3, 2026 meeting the Committee voted to favorably recommend the Code Amendments to the President and Board of Trustees of the Village of Western Springs for final approval; and

WHEREAS, at open, public meetings held on February 9, 2026 and February 23, 2026, the President and Board of Trustees of the Village considered the Code Amendments set forth below, received input from Village staff, and considered the Committee's recommendation, and provided the public with an opportunity for input on the Code Amendments, and at its February 23, 2026 meeting the President and Board of Trustees accepted the Committee's recommendation to adopt the Code Amendments; and

WHEREAS, the Village has a responsibility to ensure the health, safety, and welfare of the Village and its residents, and the regulation of buildings within its jurisdiction is necessary to carry out this duty;

WHEREAS, the Village has the authority under the Municipal Code (65 ILCS 5/11-20-9) and the Illinois Animal Control Act (510 ILCS 5/24 *et seq.*) to regulate buildings and to ensure the health, safety, and welfare of the Village and its residents; and

WHEREAS, pursuant to the authority granted to the Village by the applicable provisions of the Illinois Municipal Code (65 ILCS 5/1-2, 5/1-3, 5/11-1, 5/11-6, 5/11-8, 5/11-30, 5/11-32 and 5/11-37) and Article VII, Section 7 of the Illinois Constitution of 1970, and in accordance with the authority granted by Title 1 (Administration), Chapter 1 (Official Village Code), Section 1-1-3 (Amendments) of the Western Springs Municipal Code of 1997, as amended, the President and Board of Trustees of the Village of Western Springs find that the below Code Amendments are in the best interests of the Village, its residents, property owners, business owners and the public, and they approve the Code Amendments as set forth below.

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

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

SECTION 2. Title 9 (Building Regulations), Chapter 10 (Signs), shall be renumbered to Chapter 13 with all sections being updated accordingly.

SECTION 3. Title 9 (Building Regulations), Chapter 13 (Signs), Table 9-13-19 shall be updated as follows:

Sign Type		Permit Fee
Residential districts:		
	Identification Signs for multiple-family dwellings	
	Nonilluminated	\$30.00 <u>See Village Fee schedule.</u>
	Illuminated	50.00 <u>See Village Fee schedule.</u>
Identification and changeable copy signs for institutional and other nonresidential uses:		
	Nonilluminated	30.00 <u>See Village Fee schedule.</u>
	Illuminated	50.00 <u>See Village Fee schedule.</u>
	Parking Signs	= <u>See Village Fee schedule.</u>
Commercial districts:		
	Wall signs:	

	Nonilluminated	30.00 <u>See Village Fee schedule.</u>
	Illuminated	50.00 <u>See Village Fee schedule.</u>
	Freestanding signs	50.00 <u>See Village Fee schedule.</u>
	Suspended signs	30.00 <u>See Village Fee schedule.</u>
	Canopy and awning signs	30.00 <u>See Village Fee schedule.</u>
	Window identification signs	30.00 <u>See Village Fee schedule.</u>
	Parking area signs	= <u>See Village Fee schedule.</u>
	Temporary signs	30.00 <u>See Village Fee schedule.</u>
	Variation requests	300.00 <u>See Village Fee schedule.</u>

SECTION 4. Title 9 (Building Regulations), Chapters 1-9 and 11-17 are hereby deleted in their entirety and replaced with Exhibit A.

SECTION 5. Codifier to Make All Necessary Internal Amendments. To the extent necessary, all tables of contents, indexes, headings and internal references or cross-references to sections contained in the Western Springs Municipal Code shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance.

SECTION 6. Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation. All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent of such conflict, repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and

if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. Except for the Code Amendments set forth above in this Ordinance, all chapters and sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

SECTION 7. Effective Date. This Ordinance shall become effective after its passage, approval and publication as provided by State law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 23rd day of February 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

This Ordinance was published by me in pamphlet form on the 23rd day of February 2026.

Edward Tymick, Village Clerk

Exhibit "A"

Building Code Chapters:

Chapter 1 Administration

Chapter 2 Building Code

Chapter 3 Electrical Code

Chapter 4 Plumbing Code

Chapter 5 Mechanical Code

Chapter 6 Fuel And Gas Code

Chapter 7 Fire Code

Chapter 8 Life Safety Code

Chapter 9 Energy Conservation Code

Chapter 10 Property Maintenance Code

Chapter 11 Swimming Pool and Spa Code

Chapter 12 Existing Building Code

(Attached)

CHAPTER 1
ADMINISTRATION

9-1-1: General Regulations

9-1-2: Department Records

9-1-3: Duties and Power of the Building Official

9-1-4: Permits

9-1-5: Inspections

9-1-6: Site Management Standards

9-1-7: Fee Schedules

9-1-8: Site Bond Management

9-1-9: Zoning and Development Process Filing Fees

9-1-10: Penalties

9-1-1: GENERAL REGULATIONS

A. Title. This title will be known as the Building Code of the Village of Western Springs.

B. Purpose. The purpose of this chapter is to promote the safety, health, and public welfare through structural strength and stability, adequate means of egress, adequate light and ventilation, and protection of life and property from fire and hazards incidental to the design, construction, alteration, removal, or demolition of structures. This chapter sets forth requirements which are considered reasonable and are held in every instance to be the minimum standards necessary to promote public health, safety, and the general welfare.

C. Definitions. Unless, otherwise expressly stated or referenced elsewhere, the following words and phrases as used in this chapter have the following meanings. Any word not defined in this chapter will have the meaning given in any applicable Village code or ordinance or, if none, the ordinarily accepted meanings such as the context implies.

ACCESSORY BUILDING or STRUCTURE. See definition in Section 10-2-2 of the Development Control Ordinance.

ADDITION. Any construction to an existing structure that includes an extension and / or increase in floor area and / or height of the building or structure.

ALTERATION. Any construction, remodeling or renovation to an existing structure other than repair or addition. Also, a change in a mechanical, electrical or plumbing system that involves extension, addition or change to the arrangement, layout, type or purpose of the original installation. To include any change of use or occupancy related to a space.

BATHROOM. An area or room that includes a sink basin and with a minimum of one or more of the following fixtures: a toilet, a tub or a shower.

BUILDING. See definition in Section 10-2-2 of the Development Control Ordinance.

BUILDING, EXISTING. A building erected prior to January 1, 2026, or a building for which a building permit was issued prior to January 1, 2026.

BUILDING HEIGHT. See definition in Section 10-2-2 of the Development Control Ordinance.

BUILDING OFFICIAL. The Western Springs Director of Community Development or any other person or persons designated by the Western Springs Director of Community Development. The Building Official may be a Village employee or an outside consultant.

BUILDING PERMIT. A permit issued by the Village for construction, erection, renovation, or other alteration of a structure.

CODE OFFICIAL. The Western Springs Building Official.

COMMENCEMENT OF CONSTRUCTION. The completion of, and the making of a request to the village for inspection of, excavation or the footings for the structure being constructed.

COMPLETION OF DEMOLITION. Removal of the walls of the first floor above the foundation of the structure being demolished.

DEMOLITION. The razing and removal of all or substantial portion of a structure or removal of such portions of a principal structure as to make the structure uninhabitable or unsafe for human occupancy.

DIRECTOR. The Director of Community Development.

ENGINEERING SPOT SURVEY. As-built survey plan submittal prepared by an Illinois Licensed Surveyor immediately after all foundation work is completed and for the purpose of determining compliance with the approved proposed design elevations and approved or required zoning setbacks of the structure from the property boundary lines.

ENGINEERING AS-BUILT TOPOGRAPHY SURVEY. Final as-built engineering plan submittal prepared by an Illinois Licensed Professional Engineer after all work is completed (including a standing of grass or sod) depicting all structures, grading, stormwater management and features in addition to Lot Coverage calculations to demonstrate compliance with the approved plan for the permitted project. This plan submittal is required for the Village Engineer to conduct the final engineering site inspection at the project conclusion.

ENGINEERING INSPECTIONS. Include in-progress inspections and final inspections once all permitted work is completed. In-progress pre-concealment inspections can include, but not be limited to, placement of underground conveyance piping, perforated piping, structures and inlets, drywell and dissipation pit construction for compliance with approved detail, permeable systems and other similar types of storm water management components prior to any backfilling operation or other concealing of the work.

FIRE AREA. The aggregate floor area bounded by the exterior walls of a building; regardless of fire walls, fire barriers or fire resistance-rated horizontal assemblies. The area shall not be subdivided into multiple fire areas to permit the omission of automatic fire sprinklers.

KITCHEN. An area or room designated or utilized for the preparation of food and that includes at a minimum a sink basin, appliance for cooking and an appliance for refrigeration.

NONCONFORMING STRUCTURE. Any structure that does not meet the current requirements of this chapter.

PRINCIPAL STRUCTURE. See definition in Section 10-2-2 of the Development Control Ordinance.

REPAIR. The replacement of existing work or equipment with equivalent materials for the purpose of its maintenance, but not including additional work that would affect safety, or affect required exit facilities, or a vital element of an elevator, plumbing, gas, piping, electrical, ventilating or heating system installation.

SITE DEVELOPMENT PERMIT. A permit issued by the Village for construction, erection, renovation, or other alteration of land.

SIGN PERMIT. A permit issued by the Village for construction, erection, renovation, or other alteration of a signage as defined in Section 9-13 of this title.

SLEEPING ROOM. Conditioned habitable dwelling room or space with walls that extend floor to ceiling on all sides, designed and / or constructed with the intent for use (or potential use) by the occupants as a room or area for sleeping or similar activity, irrespective of the room name or designation. This shall specifically include, but not be limited to, any room that is provided with a storage closet and privacy door into the room. When provided, sleeping rooms or similar areas as defined shall fully conform to the minimum design criteria and requirements otherwise set forth in 2018 IRC sections R303 / R304 / R305 / R310 / R314 / R315, as applicable. No Kitchen, Dining Room, Living Room, Hallway, unfinished or uninhabitable room or area shall be used as a sleeping room.

D. General. Where there is a conflict in any adopted code or amendment thereof, between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of the adopted codes specify different materials, methods of construction or other requirements that might be in conflict, the most restrictive shall govern.

F. Other laws. The provisions of these adopted codes shall not be deemed to nullify any provisions of local, state or federal law.

G. Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of the specific adopted code where referenced.

H. Referenced codes and standards. The codes and standards referenced shall be considered part of the requirements of the adopted codes to the prescribed extent of each such reference and as further regulated below. Exception: Where enforcement of a code provision would violate the conditions of an approved listing of equipment or an appliance, the conditions of the listing and manufacturer's instructions shall apply, superseding the code provision in question.

I. Conflicts. Where conflicts occur between provisions of the code and referenced codes and standards, the provisions of the adopted code shall apply.

J. Appeals. Appeals of orders, decisions or determinations made by the Building Official or their designee, relative to the application and interpretation of this code, shall be presented in writing to the Director for review, consideration and determination.

The Director shall have the sole authority to review and render a final determination of an appeal.

The Building Official shall take immediate action in accordance with the final decision and findings set forth in the appeal determination by the Director.

K. Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of the code, the provisions of the code, as applicable, shall take precedence over the provisions in the referenced code or standard.

1. Partial invalidity. In the event any part or provision of the adopted code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts, referenced sections or provisions thereof.

2. Existing structures. The legal occupancy of any structure existing on the date of adoption of these codes shall be permitted to continue without change, except as is specifically covered in these adopted codes, the International Property Maintenance Code

and / or the International Fire Code, or as is deemed necessary by the Building Official or Fire Marshal for the general safety and welfare of the occupants and the public.

3. Additions, alterations or repairs. Additions, alterations or repairs to any structure shall conform to the requirements for a new structure without requiring the existing structure to comply with the requirements of these adopted codes, unless otherwise required by the Building Official. Permitted additions, alterations, repairs and relocations, shall not cause an existing structure to become non-conforming, unsafe or adversely affect the performance of the building.

9-1-2: DEPARTMENT RECORDS:

The Building Official shall keep official records of applications received, approved plans, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for the retention of public records in accordance with State of Illinois Statute.

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9-1-3: DUTIES AND POWERS OF THE BUILDING OFFICIAL:

A. General. The Building Official is hereby authorized and directed to enforce the provisions of the adopted codes. The Building Official shall have the authority to render interpretations of the adopted codes and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of the code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in the code.

B. Applications and permits. The Building Official shall receive permit applications, review construction documents and issue permits for the erection and alteration of buildings and structures and change of occupancy or use. The Building Official shall inspect the property for which such permits have been issued and enforce compliance with the provisions of the adopted codes for the Village of Western Springs.

C. Notices and orders. The building official shall issue necessary notices or orders to ensure compliance with this code.

D. Inspections. The Building Official shall perform the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved independent contract agencies or individuals. Reports of such inspections shall be submitted electronically or in writing by the approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the Director.

E. Right of entry. Where it is necessary to make an inspection to enforce the provisions of the adopted codes, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a premises a condition that is contrary to or in violation of the code that makes the structure or premises unsafe, dangerous or hazardous, the Building Official or their designee is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by the code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner, the owner's authorized agent, or other person having charge or control of the structure or premises and request entry. If entry to the structure or premises is refused, the Building Official shall have recourse to the remedies provided by Illinois State law to secure lawful entry.

F. Liability. The Building Official or other Village of Western Springs employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of their official duties.

G. Legal defense. Any suit or criminal complaint instituted against an officer or employee of the Village of Western Springs because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

H. Approved materials and equipment. Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval and listing. Used materials, equipment and devices shall not be reused unless approved by the Building Official in advance.

I. Modifications and Alternative Materials and Methods. Where there are practical difficulties involved in carrying out the provisions of the code, the Building Official shall have the authority to grant modifications for individual cases, provided the Building Official shall first find that special individual reason makes the strict letter of the adopted code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety or structural requirements. The details of action granting such modifications or exception shall be recorded and entered into the permit record.

J. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code. The Building Official shall have the authority to approve an alternative material, design or method of construction upon application of the owner or the owner's authorized agent. The Building Official shall first find that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Compliance with the specific performance-based provisions of the International Codes shall be an alternative to the specific requirements of this code. Where the alternative material, design or method of construction is not approved, the Building Official shall respond in writing, stating the reasons why the alternative was not approved.

K. Testing. Where there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the Village of Western Springs. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of permit records.

9-1-4 PERMITS:

A. Permits Required. Building Permits Required. Building permits are required for the following types of construction, to include but not limited to the following activities:

4. General:

Any alteration to the interior or exterior of an existing building

Occupancy or change of use for an existing building or space

Any new addition to an existing building

Any new building

Scaffolding erected on public property

Signs or other branding

All repairs and restoration due to fire and smoke, water or other damage, deterioration

Tents / trailers erected for any purpose

Temporary use structures

5. Site Work:

Awnings, canopies and fabric vestibules

Demolition of any building in whole or part

Driveway construction

Driveway apron construction

Lawn sprinkler system installation

Parking lot, either repaving existing or new lots

Patio and deck construction

Ramps (for accessibility or other uses)

Sheds and similar accessory structures

Swimming pools and Spas (above and in-ground)

6. Parkway Tree (replacement or removal)

7. Concrete Work:

Sport Courts: basketball, tennis, shuffleboard and similar uses

Driveway construction

Sidewalks construction (public or private)

Footings, foundation walls, retaining walls, slabs, etc.

Piers for decks and similar construction

Protective measures to manage water and moisture

8. Masonry:

Chimneys reconstruction

Fireplaces and hearth (new or repair)

Grouted and hollow-unit masonry construction

New walls or similar construction

Lintel replacement

9. Equipment:

Central air conditioning (new or replacement)

Sanitary clean- outs

Clothes dryer exhaust duct or electric wiring changes

Drain tile (interior or exterior)

Ductwork and air handler (new or replacement)

Elevators and other vertical lifts

Fuel tanks and / or piping (new or removal)

Packaged jacuzzi, hot tub and swim pools

Sanitary sewer service changes or repairs
Sump or ejector pump installation (new or replacement)
Water service upgrade, repair or new

10. Electrical:

Breakers, circuits or lights, additional or new
Fire alarm systems (new or replacement)
Electrical service upgrade, repair or new
Adding exterior lighting and receptacles
Electrical panel replacement / upgrade
Solar PV panels (new or replacement)
Electric vehicle charging (EV) station
ESS battery storage systems
Satellite dishes and wireless communication devices (except those preempted from regulation by federal communications commission)
Smoke detectors (new wired devices)

11. Metals:

Fireplace or mechanical flues (new or replacement)
Metal chimney flue (new or replacement)
Prefabricated fireplaces insert units (new or replacement)

12. Carpentry:

Structural framing, beam, header and column supports (new, repair or replacement)
Decks (new, repair or replacement)
Doors (change in size or location of opening)
Fences (new or replacement)
Garages, sheds and accessory structures
Insulation (new or replacement)
Covered Porches

Stairs at interior or exterior (new or replacement)

Windows and skylights (new or replacement)

13. Roofs

New roof

Repairs of existing roof if area exceeds 1-square of coverage

14. Finishes:

Wall or Ceiling Gypsum board or plaster (new, repair or replacement)

Siding (new or replacement)

Wallboard repairs if over 100 square feet of area

15. Individual Building Permits Not Required For A Single Lot Or Building Construction Project: Separate permit(s) for items listed in subsection D of this section is/are not required for new buildings or structures or additions to buildings or structures where such construction costs are included in the overall permit fee pursuant to subsection A of this section

B. Application for permit. To obtain a permit, the applicant shall first electronically file a completed application utilizing the form furnished by the Community Development Department for that purpose. Such application submittal shall include, but is not limited to:

1. Identify, detail and describe the proposed work scope to be included and covered by the permit for which application is being made.

2. Identify the property on which the proposed work scope is to be performed by street address, PIN or similar description that will readily identify the proposed property and building.

3. Applicant, Property Owner and Contractor contact information, to include email contact addresses for all parties given all plan review and inspection correspondence is sent electronically throughout the process.

4. Estimated cost of construction for the proposed work scope, submittal of the detailed work scope and contract correlating the declared construction cost may also be required. Community Development staff reserve the right to estimate the cost of construction utilizing RSMMeans construction cost data or similar resources to verify the declared cost of construction and amend accordingly if brought to question.

5. Be signed and dated by the Applicant and the Property Owner.

6. Be accompanied by electronic copies of the building plans, details and all other supporting documents and information as required for the submittal review.

7. Completed list of all sub-contractors performing work on the proposed work scope being permitted, registration with the Village of Western Springs is required per Village Code Title 3, Chapter 4, Section 3-4-7

8. Copies of permit approvals by other applicable agencies, relevant to the location and scope of work proposed thereof (e.g. Cook County, IDOT, etc.).

9. Written homeowners' association approval of proposed work scope, as applicable.

10. Provide deposit fee as listed in Section 9-1-7.

Applications that are not complete will not be accepted. Applicants will be notified that the application is incomplete, what documents / submittals are missing, and how to resubmit a complete application.

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C. Action on application. The Building Official or their designee shall examine or cause to be examined the application for permit and amendments thereto within 14-business days after filing. If the permit application and submittal do not conform to the building code and/or zoning code as adopted by the Village of Western Springs, the Building Official or their designee shall reject such application in writing citing the deficiencies requiring correction. If the Building Officials or their designee is satisfied that the proposed submittal and work scope conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall then arrange for the issuance of the permit therefor as soon as practicable.

D. Time limitation of application. An application for a permit for any proposed work scope shall be deemed to have been abandoned 60-days after the date of filing unless such application has been pursued in good faith or a permit has been issued; except that the building official or their designee is authorized to grant an extension of time not exceeding a total aggregate of 90-days. The extension shall be requested in writing and justifiable cause demonstrated for consideration.

E. Validity of permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this adopted code or of any other adopted ordinance of the Village of Western Springs. Permits presuming to give authority to violate or cancel the provisions of this adopted code or other ordinances of the Village of Western Springs shall not be valid. The issuance of a permit based on construction documents and other submittals shall not prevent the Building Official from requiring the correction of errors or omissions in the submittal documents. The Building Official is authorized to prevent occupancy or use of a structure where in violation of this adopted code or of any other adopted ordinances of the Village of Western Springs.

F. Permit expiration. Every permit issued shall become invalid unless the work approved and authorized by such permit is commenced within sixty (60) days after its issuance date or after commencement of work if more than sixty (60) days pass between inspections without communicated justifiable cause by the applicant submitted to the Building Official for consideration.

1. Residential Permits. Residential permits including interior remodeling, additions, accessory structures, patios and similar work scopes are valid for six (6) months from the date of issuance. Permits for new one and two-family residential dwellings are valid for twelve (12) months from the date of issuance. Permits for multi-family residential dwellings of three or more living units or with mixed-use are valid for 18-months from the date of issuance.

2. Commercial Permits: Permits for interior alterations or remodeling's are valid for 6-months from the date of issuance. Permits for new commercial developments are valid for 18-months from the date of issuance. Any other permits not otherwise listed will be

valid only for the time period as determined by the Building Official and said time period will be based on the scope of the proposed work.

3. Annual Permits: Outdoor Cafés shall reference Western Springs Development Code Title 10, Chapter 4, Section 10-4-5(F) for permitting details.

4. Emergency Permits: Where equipment or system replacements or repairs must be performed in an emergency situation, a retroactive permit application shall be submitted within 24-hours of work completion or the next business day if during a holiday or weekend; and subsequent retroactive inspections of the work be performed as required.

5. Permit Extensions: The Building Official is authorized to grant, in writing, an extension of time for a period not more than 30-days. The extension shall be requested in writing and justifiable cause demonstrated for consideration of each extension requested.

6. Permit Renewals: When the approved work authorized by a valid and approved permit has not been completed within the allotted time period or approved extensions thereof, all rights of the permit are terminated and all work must cease immediately. No work may be resumed or otherwise undertaken except only if the permit is renewed or a new permit is approved and issued by the Building Official. The renewal of a permit will be granted by the Building Official only after completion of a new permit application, verification that all contractors are registered in accordance with Village Code Title 3, Chapter 4, Section 3-4-7, and payment of the required fee in accordance as indicated in subsection 9-1-7. The Building Official is authorized to grant no more than two permit renewals and each renewal will be granted for no more than six (6) months. All work occurring after the conclusion of the renewal period will be considered work without a permit and subject to fines in accordance with subsection 9-1-7.

G. Placement of Permit: Permit cards shall be posted onsite so that they are visible from the public right-of-way at all times and retained until the project is complete or as otherwise direct by Community Development Department staff.

H. Preliminary Inspection: Before approving and issuing a permit, the Building Official or their designee is authorized to examine or cause to be examined buildings, structures and sites for which a permit application submittal has been filed to verify conditions or other pre-development requirements that may require inspection (e.g. utility disconnects prior to demolition of structure).

I. Permit and Review Fees: Permit and review fees shall be calculated in accordance with subsection 9-1-7.

J. Permit fees for projects requiring a permit and where work has commenced prior to the issuance of an approved permit, shall be calculated at double [200%] of the amount of the standard permit fee for that scope of work per subsection 9-1-7.

K. Construction Documents and Supporting Document Submittals: Permit submittal documents consisting of the application, construction documents and other supporting documentation shall be submitted electronically in a compiled PDF format or as otherwise approved by the Building Official or designee with each application for a permit.

The construction document submittal shall be prepared, signed and sealed by an Illinois licensed design professional unless otherwise waived by the Building Official in advance, see exception below.

Where special conditions and/or types of construction are proposed in the submittal, the Building Official is authorized to require additional supporting technical documents be prepared by an Illinois licensed design professional for submittal with the application.

1. Exception: The Building Official is authorized, at their discretion, to waive the requirement for signed and sealed construction documents and submittals prepared by an Illinois licensed design professional, for certain scopes of work such as for example one-story residential decks, interior non-structural remodeling of existing residential structures or spaces, sheds and other minor work or repairs that require an approved permit be issued.

L. Construction Documents. Construction documents shall be prepared and submitted in PDF electronic format compiled as a single document, at the applicable drawn scale and shall include plans, elevations, details, sections, etc. Alternate electronic formats or submittals shall be approved by the Building Official in advance and paper media copies of submittals are not accepted for permit review.

The construction documents shall include the location, nature and extent of the work proposed for permit and demonstrate in detail that the proposed work scope will conform to the provisions of the adopted codes and ordinances of the Village of Western Springs in addition to all other applicable local, state or federal laws and regulations.

Permit submittals shall include, but not be limited to: architectural site plan, exterior elevations, floor plans, framing plans, construction details, schedules and any other information required for construction and compliance with Village adopted codes and ordinances.

M. Manufacturer's installation instructions. Manufacturer's technical criteria and installation instructions for listed equipment and appliances, as required by this code, shall be available on the job site at the time of inspection.

N. Plat of Survey, Site Plan or Topography plan. All permit applications must include a current plat of survey dated within two years of the permit submittal date, prepared using a standard engineering scale, dimensioned in decimal feet units and printed in scale, prepared by an Illinois Registered Land Surveyor or Licensed Professional Engineer, showing the lot dimensions, the locations and dimensions of all existing structures, and accessory uses (e.g., swimming pools, decks, patios, sheds, driveways, fencing).

Engineering topography and stormwater management plans prepared by an Illinois Licensed Engineer are required for new developments, new structures, large additions and for other projects as deemed required by the Village Engineer.

The Building Official may waive the submission of a plat of survey or accept a plan not prepared by an Illinois Registered Land Surveyor or Illinois Licensed Professional Engineer if the Building Official finds that the nature of the proposed work is such that a plat of survey is not needed to determine conformance with the adopted codes and ordinances of the Village of Western Springs as applicable to the project scope.

O. Examination of documents. The Building Official or their designee shall examine or cause to be examined the permit submittal and construction documents for compliance with the adopted codes and ordinances of the Village of Western Springs as applicable.

P. Approval of construction documents. Where the building official issues a permit, the construction documents shall be approved in writing and / or by an electronic stamp that states "APPROVED" or with similar language and intent on the electronic plan. The electronic approved construction documents so reviewed shall be retained by the building official in the permit file and a copy of the electronic approved construction documents shall be returned to the applicant when the permit is issued. The approved and stamped set shall be printed to scale and kept at the site of work at all times and shall be open to inspection by the building official or a duly authorized representative.

Q. Phased Permit Approval. The Building Official is authorized, at their discretion, to issue a conditional phased permit for the construction of a foundation or other component of a structure or development in advance of the full approved permit, provided that adequate construction documents and supporting information related to the request have been submitted and are in conformance with the adopted codes and ordinances of the Village of Western Springs as applicable. The holder of such conditional phased permit as approved shall proceed at the holder's own risk with construction pending approval of the full building permit submittal and that no assurances or guarantees granted against modifications that may be required for compliance with the adopted codes and ordinances of the Village of Western Springs.

R. Amended construction documents. It is unlawful to erase, alter, or modify any drawings or plans that have been approved by the Village. If, during the execution of approved permitted work, the applicant wishes to change the terms of the approved application, plans, specifications or drawings, then the applicant must submit to the Building Official an amended plan showing all proposed modifications, alterations or deviations and a corresponding written summary detailing all revisions or modifications made to the approved plan. Every modification, alteration or deviation shall be reviewed and approved in writing by the Building Official before any work commences or inspections can be scheduled. Plan alterations shall include the seal of the Illinois licensed design professional when required by the Building Official or as applicable to the permitted work scope.

S. Foundation Spot Survey Plan and Building Height Survey.

1. Foundation Plan: After construction of the foundation of any new building, and before any other work is commenced on such building, any person undertaking such work shall submit an as-built spotted survey foundation plan to the village showing top of foundation elevations and setbacks from property lines. Such survey shall be approved by

the department of building and development before the commencement of any such other work.

2. Building Height Certification: After the installation of the roof structure, any person undertaking such work shall submit to the department of building and development an as built survey showing the roof structure elevations and identifying the actual roof heights as measured from the lowest point of the grade at the front yard curb line of the property and maximum building height of the building under construction. The roof heights and maximum building height of the building listed on the survey shall be certified by a professional engineer, who shall sign the survey. The survey shall be reviewed and approved by the department of building and development at the time of the rough framing inspection. When the building plans on file with the village show that the maximum building height for the new building is at least five feet (5.00') lower than the applicable maximum building height regulation, the property owner shall be exempt from this building height certification requirement, unless the director of building and development deems the survey to be necessary to ensure compliance with the height regulations.

T. Water Service and Meter Design Requirements for Permitted Developments: In addition to requirements set forth in the 2014 Illinois State Plumbing Code Section 890.1200 for Water Service and Meter Sizing the following local regulations shall apply, unless otherwise required or waived by the Director of Community Development or their designee, for the following specific project scopes:

1. Addition / Remodeling / Renovation / Service Upgrades – calculate and size required incoming service line and meter size in conformance with the section and applicable WSFU Appendix A Tables with 1" Ø service & meter minimum.
2. New Single-Family Home / Townhome / Two-Family Developments provided with NFPA 13D compliant sprinkler systems – required incoming service line size and water meter shall both be 1½" Ø minimum regardless of WSFU Appendix A calculations.
3. New Commercial / Multi-Family Developments provided with NFPA 13 compliant sprinkler system – required incoming service line size and water meter are predicated on the design need of the sprinkler system and declared minimum service size. Domestic water service line size is determined per applicable WSFU Appendix A Tables.

Note: In conformance with 2014 ISPC Section 890.1200 (c) only one single metered incoming water service line serving both domestic needs of the structure and the fire sprinkler system for residential developments is permitted, sized in accordance with the criteria outlined above.

9-1-5: INSPECTIONS:

For on-site construction, from time to time the *Building Official*, upon notification from the *permit* holder or his agent, shall make or cause to be made any necessary inspections and shall either approve that portion of the construction as completed or shall notify

the *permit* holder or his or her agent wherein the same fails to comply with the Village adopted code and / or conform with the approved plan and work scope.

Required inspection types for residential additions, remodeling and smaller projects will vary depending on the specific work scope complexity and requirements thereof and an outline of the required inspection will be provided at permit issuance.

Required inspection types for commercial projects will vary widely depending on the specific work scope complexity and occupancy / use of the building or space and an outline of the required inspections will be provided at permit issuance.

All approved and permitted projects, residential and commercial, will be provided with a comprehensive list of required inspections that shall be scheduled at the appropriate intervals and phases of work under the purview of the approved permit scope.

Depending on the exact permitted work scope there may be instances where some required inspections listed may not be applicable to the work scope for scheduling, therefore the Applicant / Contractor shall confirm and contact the Building Official in advance for any guidance or clarifications of required inspections prior to proceeding with or concealing any work under the purview of the approved permit.

Requests by the applicant or contractor to submit photos in lieu of an onsite required inspection are not generally acceptable nor honored, unless an *advance* request is submitted in writing with the rationale behind the request or should other emergent extenuating circumstances exist, of which request approval is at the sole discretion of the assigned Village inspector and / or the Building Official.

Applicant / Contractor is responsible for providing a full printed and bound set of scaled and stamped Village approved plans to have available on jobsite at all times. Village approved plans shall be on site and available for all inspections or the inspection will be logged as failed with a fee applicable and reinspection will be required once the fee is paid. Village approved plans shall be *readily accessible* to the inspector for any scheduled inspection and plans shall not be placed in a concealed location other than an approved Doc-Box, plan tube or similar industry recognized jobsite plan storage system or reasonable alternate allowing quick and easy identification of the approved plan location for the inspector onsite.

Required inspections may include, but not limited to, the following building and engineering inspections:

A. Building:

- Demo / Pre-Excavation Site Inspection
- Footing Pre-pour
- Foundation Wall
- Foundation Spot Survey Submittal

Backfill and Drain tile
Underground Plumbing
Sanitary Sewer / Water Service Connections
Basement Slab Pre-pour
Garage Slab Pre-pour
Electrical Service
Rough Plumbing
Rough Electrical
Rough Mechanical & HVAC
Rough Framing and Firestopping
Rough Fire Sprinkler and Hydro Testing
Insulation and Firestopping
Engineering As-built Topography Plan Submittal
Water meter end-point MIU installation
Fire Sprinkler Final
Plumbing Final
Building Final and Certificate of Occupancy

B. Engineering:

Drywell / Sump Dissipation Pit
Private Drive / Walk Base Course
Curb and Road Patch Pre-pour
Apron and Public Walk Pre-pour at ROW
Stormwater / Drive / Apron / Curb / Sidewalk Final
Right-of-way (ROW) and Parkway Tree Final

Additional inspections may be required by the Building Official based on the permit scope.

C. Inspection Requests. It shall be the duty of the permit holder or applicant to notify the Community Development Department that permitted work is ready for inspection. It shall be the duty of the person requesting any inspections required by this code, and the required inspections provided at permit issuance, to permit access to and means for inspection of such work and having the approved stamped plans onsite available for all scheduled inspections.

Required building inspections shall be scheduled Monday through Friday between the hours of 8:30 am and 2:30 pm. A request for a required building inspection should be made to inspections@wsprings.com at least 48 - 72 hours in advance of the inspection.

The request email should include the following information:

Project Address and permit number in the subject line of the email

Type of inspection or inspections requested

Name and phone number of contact person for inspection

Requested inspection date

Community Development staff will schedule the inspection request with an inspector and respond back the person requesting the inspection to confirm the inspection date and time.

D. Reinspections. Inspections that are failed, canceled (with less than one business day notice), not accessible or otherwise work not completed will incur a reinspection fee in accordance Section 9-1-4-I. Inspections can only be rescheduled after payment of the reinspection fee has been made to the Community Development Department.

E. Final Inspection. Final inspection is required for all permitted projects unless, otherwise waived by the Building Official or their designee. Final inspection request shall be made only after the permitted work is complete and prior to final occupancy approval, if applicable.

F. Final Stormwater Engineering Inspection. Final stormwater engineering inspection is required for all permitted projects with an approved engineering plan, unless otherwise waived by the Village Engineer or their designee. Final stormwater engineering inspection request shall be made only after the permitted sitework (e.g. grading, stormwater management, etc.) is complete and a full stand of grass or sod is in place, in addition to submittal of the final as-built topography plan for the permitted project.

G. Certificates of Occupancy [CO]. No new principal structure or development, residential or commercial, may be occupied or used for any purpose unless a certificate of occupancy has been issued by the Village. After the building official or their designee inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the Community Development Department and is in conformance with the approved permitted work scope, the building official shall issue a final certificate of occupancy.

Certificates of Occupancy shall be required and issued for commercial business space use associated with an existing, new or changed occupancy and in conjunction with the issuance of a Village Business License or registration, irrespective of whether a building permit was required or issued for new work.

Certificate of Occupancy requests for other project types or occupancies, not otherwise required or noted, shall be submitted to the Building Official for review and consideration. Certificate of Occupancy is not required for an existing building where permitted remodeling, renovation or similar work scope occurred, that did not require the building occupants to vacate the structure due to concerns related to safety, health or welfare during occupancy.

H. Temporary Certificates of Occupancy. Temporary Certificates of Occupancy [TCO] may be requested with requirements as outlined below with the corresponding time of year allocation. TCO inspections, when permitted, will otherwise require that the permitted work for the building be substantially complete and meets all minimum compliance requirements for life, safety and welfare and applicable codes thereof as verified by inspection. Approved TCO's that are issued shall have an expiration date as set forth by the Community Development Director and the Building Official, however expiration date shall not exceed 180-days in length. Request for an extension of an expiring TCO shall be submitted in writing for consideration by the Community Development Director and the Building Official.

1. May 01 to November 01: No requests for a Temporary Certificate of Occupancy [TCO] inspection will be honored or scheduled during this time period, unless evidence of extenuating circumstances is presented in advance to the Community Development Director and the Building Official for consideration of waiving the requirement. All approved and permitted work shall otherwise be fully completed and only inspection requests for a final Certificate of Occupancy [CO] will be honored and permitted to be scheduled accordingly once the final As-Built Engineering Topography Plan for the development has been approved by staff in Engineering Services and the Final Plumbing and Final Fire Sprinkler inspections have been scheduled and passed for the project. If desired, you may schedule separate Final Electrical and Final Mechanical inspections in advance of the Final Building inspection for CO, pending completion of the required inspections and tasks previously noted.

2. November 01 to May 01: Items that must be completed before a TCO inspection can be scheduled:

- a. Passed Final Plumbing Inspection
- b. Passed Final Fire Sprinkler Inspection
- c. Confirmation of water meter and end-point MIU installation
- d. Mark-up of the approved engineering topography / site plan clearly detailing the

following items:

At least one-off street parking space on gravel or paved area

Temporary measures in place to contain / mitigate sump stormwater runoff / discharge

Erosion control measures

Any portions of the approved engineering topography plan that have been *completed* prior to the TCO request

- e. Detailed list / outline of outstanding interior and exterior work to be completed
- f. Remittance of a refundable cash bond for outstanding private property work before TCO will be issued per Village Code Title 9, Chapter 1 - Fee Schedules, Article A - Permit and Review Fees (project site bond will continue to be held in conjunction with TCO

bond and available monies released back to the remitter at project completion and close-out).

I. Stop Work Order. Upon notice from the Building Official or their designee that work on any building or structure is being executed contrary to the provisions of this code or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's authorized agent or to the person performing the work and shall state the conditions under which work will be permitted to resume.

A stop work order shall be in writing and shall be given to the owner of the property, to the owner's authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as set forth by Village Code.

J. Unsafe Structures and Equipment. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or that constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition. If an unsafe condition is found, the *building official* shall serve on the *owner*, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time.

Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order. The notice shall be deemed properly served if a copy thereof is: delivered to the *owner* personally; sent by certified or registered mail addressed to the *owner* at the last known address with the return receipt requested; or delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall

be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner's agent or on the person responsible for the structure shall constitute service of notice on the *owner*.

Where the structure or equipment determined to be unsafe by the *building official* is restored to a safe condition, to the extent that repairs, *alterations* or *additions* are made or a change of occupancy occurs during the restoration of the structure, such *repairs, alterations, additions* and change of occupancy shall comply with the requirements of the *International Existing Building Code*.

9-1-6 SITE MANAGEMENT STANDARDS:

The following site management standards shall apply to all work:

A. Accessibility, Parking And Loading Standards. No pavement or sidewalk within any public right of way shall be unavailable for public use at any time except when such pavement or sidewalk is removed and replaced. No such pavement or sidewalk that is removed and replaced shall be out of service for more than three-days. The department of code enforcement may permit the use of asphalt or slurry concrete as an interim to permit safe pedestrian passage. No parking, loading or storage of demolition debris, spoil or construction materials shall be permitted within any right of way, on any public property, or within 3-feet of any right of way or adjacent public or private property unless specifically approved by the village and shown on approved accessibility plans as required by subsection 9-13-6D of this chapter. The village may forbid parking in any particular location if it negatively impacts adjacent properties. All uses of vehicles shall comply with title 7 of this code related to parking and operation of vehicles.

B. Dust And Airborne Particulate Control Provisions. The permittee shall employ appropriate provisions and methods for controlling dust and other airborne particles from the subject property, including, without limitation, a source of water and spraying equipment and any other approved measures to be taken to otherwise control airborne particles during all phases of approved and permitted work.

C. Gravel Mat. When an existing driveway and apron, either if full or part, is not retained then the applicant shall cause a gravel mat to be installed on the subject property of a size and in a location sufficient to wash down all vehicles used on the subject property and to cause dirt and mud to be removed from the tires of such vehicles. The gravel mat shall be no smaller than #3 grade stone and be located so as not to interfere with any use by the public of public rights of way and not to cause any nuisance or inconvenience to adjacent public or private property.

D. Sanitation Facilities. One such portable toilet shall be provided at every site of construction of a new principal structure, or any other construction where existing compliant indoor sanitation facilities are not provided or available, placed not later than immediately after completion of excavation for the foundation of the new structure or addition. The proposed location of any portable toilet shall be depicted on plans submitted at the time of application for the review and approval by Engineering Services or Community Development and shall not be placed in the right-of-way or on adjacent private property.

E. Litter Control And Cleanup. Litter and debris at the subject property shall be controlled at all times. The applicant is responsible to assure that no litter, trash or debris leaves the subject property and that all litter, trash and debris are properly stored and disposed of in an approved receptacle or removed from the subject property before the end of every work day, including weekends and regardless of whether work was conducted that day on the subject property.

F. Street And Sidewalk Cleaning. The applicant shall cause all dirt, mud, gravel and other debris from the subject property or related to any work conducted on the subject property to be cleaned at least every day, or more often upon notification by village staff, from all public sidewalks and streets adjoining and in the area of the subject property. Placement, delivery or storage of construction materials, debris or equipment in the street or parkway right-of-way is not permitted at any time.

G. No Trespass. No permit issued pursuant to this title shall authorize or shall be construed to authorize any entry onto public or private property adjoining the subject property or any work for which entry onto property adjoining the subject property is or may be necessary, unless a proper right of entry has been secured from the owner of such property, public or private.

H. Storm Water Management. Storm water onsite shall be managed during all phases of demolition and new construction in accordance with the requirements of Title 10 of this code or as directed by Engineering Services or Community Development staff. Silt fence erosion control, or approved equal, shall be provided at entire property boundary (inside of safety fence) and / or at areas of disturbed grade on the site, or as otherwise required or directed by the Village Engineer or their designee. Erosion control shall be retained in place until final grading and site restoration operations are complete or as directed by Community Development staff.

I. Street and Parkway Openings. Temporary patching of street openings shall occur within 48-hours of the completed work. Final patching repairs to pavement shall be completed within 30-days following the completion of work. All patching and temporary steel plating of street openings shall be in conformance with Municipal and Engineering Services published details, requirements and specifications. Parkway excavations shall be covered with 3/4" plywood extending 18-inches on all sides and anchored in place as necessary. The parkway excavation should be barricaded with caution tape until backfilled. Parkway excavations deeper than 5-feet are not allowed to be left open overnight for any reason.

J. Posted Notice Of Rules And Regulations, Permits and Address. The applicant shall post on the subject property in a prominent place a sign containing notice of the rules and regulations applicable to demolition and construction work. Such sign shall be posted not less than 4-days nor more than 7-days in advance of the commencement of demolition. Such sign shall be maintained on the subject property until all work on the subject property has been completed and approved or until removal is approved by Community Development staff. The size, shape, color, and message of such sign shall be as disseminated or otherwise issued by the Community Development Department. The applicant will be charged a non-refundable fee for the sign and shall retain possession of the sign.

All approved permit cards and placards issued shall be posted onsite and visible from the street and right-of-way for the duration of the project.

Post an address identification placard for the property with 4" tall minimum numbers visible from the street should an existing address identification placard not already exist in place.

K. Dumpsters. Dumpsters utilized during the cleanout, demolition or construction phases of a permitted building project shall conform to title 3, chapter 6, article B of this code. Dumpsters shall not be located in the public right of way nor obstruct passage along the public sidewalk. Only one dumpster is permitted on a residential site at any time. Filled dumpsters shall be removed from the site within 48-hours. In no case shall a dumpster be utilized as a transfer station for construction debris or other materials for multiple construction sites.

L. Damage to Property. No person engaged in any work pursuant to a permit issued under this title shall injure, damage or destroy, or cause or allow to be injured, damaged or destroyed, any property, whether public or private, not owned by such person. In the event of any injury, damage or destruction in violation of this provision, it shall be the duty of the person committing, inflicting, causing or allowing such injury, damage or destruction to promptly repair and restore the injured, damaged or destroyed property and to pay all of the costs and expenses of such repair and restoration. For purposes of this provision, a person shall be deemed to have caused or allowed injury, damage or destruction whenever that person, or any contractor, subcontractor, agent or employee of that person shall have committed or inflicted such injury, damage or destruction or whenever any work being done by that person, or any contractor, subcontractor, agent or employee of that person, shall have resulted in such injury, damage or destruction.

M. Wastewater Discharge. No person shall undertake any work pursuant to a permit issued under this title from which the discharge of any wastewater will be caused or associated without prior approval of the department of code enforcement. It shall be the duty of the person undertaking any such work to direct all wastewater flow to the particular location designated by the department of code enforcement. No person undertaking such work shall cause or allow any cement truck wash to be discharged onto any public property or into any public or private catch basin or other village sewer facility.

N. Fencing. If the permit authorizes demolition or the construction of a new principal structure or an addition to a principal structure involving an expansion of the building footprint or substantial excavation, then the applicant shall cause a six-foot high, chain-link type safety fence to be installed and maintained around the perimeter of the subject property, or in a location and manner as approved by Community Development. Gates provided for access to the site shall be locked and secured when crews are not onsite and access gates shall not block the public sidewalk at any time. The fencing shall be installed not more than 7-days nor less than 4-days before commencement of any work on the subject property. In addition to such perimeter fencing, the applicant shall cause protective fencing to be installed around every tree in the parkway abutting the subject property. Placement of the parkway tree protection fencing shall be installed as directed by the Village Forester or Community Development Staff. In the case of any other construction project, when the Building Official or their designee determines that such site or parkway fencing is required to protect the public safety or preserve a parkway tree, then such fencing shall be required to be immediately installed.

O. Signage For Demolitions And Excavations. If the village issues a permit authorizing demolition or excavation activities for a property, then the applicant shall post on the property a village approved temporary sign placard providing notice of the intended demolition or excavation activity. The applicant shall obtain the required sign from the Community Development Department and shall post the sign not less than 7-days before the start of the demolition or excavation activities. The applicant will be charged a non-refundable fee as set fourth in subsection 9-1-7 for the sign and shall retain possession of the sign.

P. Parkway Trees. Parkway trees located along the parkway (ROW) are village owned trees and shall be provided compliant means of tree protection at each tree and their respective root system; protective measures shall be implemented as directed by the Village Forester or their designee and retained in place for the projects duration.

9-1-7: FEE SCHEDULES:

Fee schedule Adopted. The Board of Trustees will adopt an ordinance setting forth applicable fees and charges due for various permits and services authorized by this Title and by other ordinances of the Village. That ordinance will be known as the "Village Fee Schedule" that reference will be deemed to mean the most current ordinance adopted pursuant to this section. By this reference, the Village Fee Schedule, as it may be amended from time to time, is hereby incorporated into the Village Code as through fully set forth herein.

A. Plan Review Deposits And Fees:

1. Fee Deposit Established: A nonrefundable plan review fee deposit shall be paid upon submission of building construction drawings or engineering plans in the following amounts:

- | | |
|--|---|
| a. Residential construction (new homes, additions, etc.) | As indicated in the current Village Fee Schedule. |
| b. Commercial or institutional construction | As indicated in the current Village Fee Schedule. |
| c. Detached garage | As indicated in the current Village Fee Schedule. |
| d. All other permits not listed above | As indicated in the current Village Fee Schedule. |

2. Fee Determined; Village Administrative Fee: The plan review fee deposit shall be paid prior to a review by the Department of Building and Development or consulting services and before the issuance of a permit. If a permit is issued after the plan review, the amount of the permit will be according to the provisions of section 9-1-7A of this article. If the plan review fees listed in subsection 9-1-7A of this section are not sufficient to cover the costs of the plan review by consultants hired by the Village (including, but not limited to, fees and costs associated with the review, inspection and processing of the application

or petition by the Village Engineer, Village Forester, Village Landscape Architect and Land Planner and Village Attorney or other consultants retained by the Village) and Village staff, the applicant shall pay the outstanding amount prior to the issuance of a building permit. There shall be an administrative fee charged to each applicant to reimburse the Village for the Village staff time and resources expended relative to the application or petition. The Village administrative fee as indicated in the current Village Fee Schedule shall be in addition to the Village consultant fees. Village staff reviews for building, zoning, and municipal services will be charged as indicated on the current Village Fee Schedule.

3. Fee When Permit Is Not Issued; Additional Expenses: In the event that a building, site development or stormwater management permit is not issued after a plan review, in addition to the Village administrative fee and the actual review fees incurred by the Village as a consequence of the Village consultants (including, but not limited to, the Village Engineer, Village Forester, Village Landscape Architect and Land Planner and Village Attorney or other consultants retained by the Village) and Village staff reviewing, inspecting and processing the application and submittals, an administrative processing fee as indicated in the current Village Fee Schedule shall be retained by the Village for processing the return of any remaining balance of the fee deposit.

4. If the plan review fees listed in subsection 9-1-7A(1)(a) of this section are not sufficient to cover the costs of the plan review by the Village Engineer, Village staff, or consultants hired by the Village, and a building permit is not subsequently issued, the applicant will be billed for the additional expense.

B. Engineering Plan Review And Inspection Fees:

1. Fee Established: The engineering plan review and inspection fee shall be paid before the issuance of a permit. No permit will be issued until the total engineering review and inspection fees due are paid. There shall be an administrative fee charged to each applicant to reimburse the Village for the Village staff time and resources expended relative to the application or petition. The Village administrative fee as indicated in the current Village Fee Schedule and shall be in addition to the Village consultant fees. A engineering plan review and inspection fee shall be paid upon submission of building construction drawings or engineering plans in the following amounts:

- | | |
|---|---|
| a. Residential construction of a new single family house | As indicated in the current Village Fee Schedule. |
| b. Residential construction of an addition greater than 100 square feet | As indicated in the current Village Fee Schedule. |
| c. Residential construction of an addition less than 100 square feet | As indicated in the current Village Fee Schedule. |

- d. Commercial or institutional construction As indicated in the current Village Fee Schedule.
- e. Detached garage As indicated in the current Village Fee Schedule.
- f. Sports Court or Pool As indicated in the current Village Fee Schedule.
- g. Patio and accessory structures As indicated in the current Village Fee Schedule.
- h. Demolition As indicated in the current Village Fee Schedule.

2. Drainage improvements: as indicated in the current Village Fee Schedule or as approved by the Director of Engineering based on review time and project scope.

3. Conditional use, planned development and subdivision: The fee for these developments is established by article B of this chapter and subsection 10-10-17C of this Code plus the Village shall receive an administrative fee as indicated in the current Village Fee Schedule.

4. Fee When Permit Is Not Issued; Additional Expenses: In the event that an engineering or building permit is not issued after a plan review, in addition to the Village administrative fee and the actual review and inspection fees incurred by the Village as a consequence of the Village consultants (including, but not limited to, the Village Engineer, Village Forester, Village Landscape Architect and Land Planner and Village Attorney or other consultants retained by the Village) and Village staff reviewing, inspecting and processing the application and submittals, an administrative processing fee as indicated in the current Village Fee Schedule shall be retained by the Village for processing the return of any remaining balance of the fee deposit.

5. If the engineering plan review and inspection fees listed in subsection 9-1-7B of this section are not sufficient to cover the costs of the plan review and inspections by the Village Engineer or other consultants hired by the Village (including, but not limited to, the Village Forester, Village Landscape Architect and Land Planner and Village Attorney) or Village staff and an engineering, site development or building permit is not subsequently issued, the applicant will be billed for the additional expense.

6. Conditional Uses; Planned Development; Subdivision Fees:

a. Plan Review Fees. Upon submission by a developer of a conditional use, planned development or a subdivision, which shall require review by the Village Engineer or other consultants, the developer shall pay at the time of submission the filing fee as specified for

a conditional use, planned development or subdivision or as specified in article B of this chapter and subsection 10-10-17C of the development control ordinance.

b. Building Permit Fees: Building permit fees for conditional uses and planned developments shall be based upon the building permit fee schedule set forth in section 9-1-7C of this article.

C. Building And Site Development Permit Fees:

1. Building Construction Permit Fees: Building permit fees for each new building or structure or alterations/additions to existing buildings or structures as indicated in the current Village Fee Schedule.

All construction cost estimates will be prepared by the applicant and verified by the Department of Building and Development. If any conflict occurs, the amount verified by the Department of Building and Development will be utilized to determine the permit fee. The following permit types are excluded from subsection 9-7-C(1) and must pay the following fee:

Fence: as indicated in the current Village Fee Schedule.

Pet fence: as indicated in the current Village Fee Schedule.

Roof: as indicated in the current Village Fee Schedule.

Sign: as indicated in the current Village Fee Schedule.

Sign with electric: as indicated in the current Village Fee Schedule.

Soffit and / or gutters: as indicated in the current Village Fee Schedule.

Siding / exterior cladding: as indicated in the current Village Fee Schedule.

Tuckpointing / masonry / chimney: as indicated in the current Village Fee Schedule.

Window / Door: as indicated in the current Village Fee Schedule.

2. Site Development Permit And Inspection Fees: Site development permit and inspection fees, which are in addition to building permit fees for all types of development, including single or multiple lot developments, subdivisions, planned developments and conditional uses, shall be as follows:

- | | |
|--|---|
| a. Residential lots | as indicated in the current Village Fee Schedule. |
| b. Commercial lots | as indicated in the current Village Fee Schedule. |
| c. Subdivisions, planned developments and conditional uses | as indicated in the current Village Fee Schedule. |

There shall be an initial site development inspection for all types of development and as many construction inspections as deemed necessary by the Department of Building and Development for all types of buildings or structures. There shall be an administrative fee charged to each applicant to reimburse the Village for the Village staff time and resources expended relative to the application or petition. The Village administrative fee as indicated in the current Village Fee Schedule and shall be in addition to the Village consultant fees. If the site development permit and inspection fee is not sufficient to cover the costs of the site development and construction inspections conducted by the Department of Building and Development or the Village Engineer or other consultants (including, but not limited to, the Village Forester, Village Landscape Architect and Land Planner and Village Attorney) hired by the Village, the applicant will be billed for the additional expense.

3. Minimum Building Permit Fee: The minimum building permit fee as indicated in the current Village Fee Schedule.

4. Individual Building Permits Not Required For A Single Lot Or Building Construction Project: Separate permit(s) for items listed in subsection 9-1-4A of this section is/are not required for new buildings or structures or additions to buildings or structures where such construction costs are included in the overall permit fee pursuant to subsection C1 of this section.

5. Permit Renewal Fee: As stated in subsection 9-1-4F(6), the fee for a renewal of the permit will be calculated per subsections 9-1-7C(1) and 9-1-7C(2) based on the cost of the outstanding work requested in the renewal application.

D. Water Main Tap On Fee:

1. General Tap On Fee: as indicated in the current Village Fee Schedule; except for the properties listed under subsections 2 and 3 of this section.

2. Any existing water meter shall be surrendered to the Village prior to any disconnection of service from the water main and before the installation of the new water main tap. Water meters not returned shall be imposed a fine as indicated in the Village Fee Schedule.

3. Tap On Fee For Certain 45th Street Properties: The following properties shall pay a one-time tap on fee as required:

Property	PIN	Deferred Tap On Fee
302 45th Street	18-05-308-023	\$6,855.00
303 45th Street	18-05-314-030	6,855.00
304 45th Street	18-05-308-030	6,855.00
319 45th Street	18-05-314-025	6,855.00

After payment of the above one-time tap on fee of six thousand eight hundred fifty five dollars (\$6,855.00), each additional or subsequent water main tap on by the owners of the above listed properties will cost one thousand dollars (\$1,000.00).

4. Reimbursement Fee For Certain Garden Avenue Properties: In accordance with this subsection, the owners of following properties shall be required to pay a deferred tap on fee ("reimbursement fee"), pursuant to one of the below payment options to be selected by each property owner:

Property	PIN	Estimated Deferred Water Main Tap On Fee
3909 Garden Avenue	18-06-105-004-0000	"Not to exceed" amount equal to \$6,849.17

The payment options available to the owners of the above properties (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) are as follows:

a. The "payment-in-full option" involves payment in full of the final reimbursement fee, without any accrued interest due within thirty (30) calendar days of the Village's written notice of the project completion and final assessed reimbursement fee. The failure of a property owner to make a timely payment in full shall automatically default the property owner into the building permit application payment or sale/closing option.

b. The "36 month payment plan option" allows the reimbursement fee to be paid within a thirty six (36) month period, with the payment of accrued simple interest at three percent (3.0%) per annum. Interest will start to accrue thirty (30) calendar days after the date of the Village's written notice of the project completion and final assessed reimbursement fee. The first monthly payment will be due on the first day of the month following the date of the Village's written notice of the project completion and final assessed reimbursement fee and each subsequent monthly payment is due on the first day of each subsequent month. The Village will provide to the owner a thirty six (36) month principal and interest payment schedule. There shall be no pre-payment penalty, and accrued interest shall be prorated on a 1/365th day basis, based on the outstanding balance due, through the date of final payment in full.

c. The "building permit application payment or sale/closing option" requires the payment of the final assessed reimbursement fee at the time that the property owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) applies for a building permit to redevelop with new construction, such as a replacement of the principal structure as a result of a tear-down development, or a major renovation or addition is proposed for the principal structure or the construction of a garage or as otherwise provided in this section or at the closing in the event the property owner sells

the property. The property owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) shall pay the final assessed reimbursement fee and shall also pay the water meter fee, the sewer and water tap-on fees and the user fees relating to sewer and water installations and services for those charges generally applicable in the Village for similar installations or services at the time that the fees or charges are due.

The property owners (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) shall pay the final assessed reimbursement fee, plus interest if applicable, and all of the other required fees, including the water meter fee, except that no permit fees or water tap on fee shall be charged as part of the payment of the reimbursement fee for the Rose/Garden/39th Street Service Line Improvements Project. The reimbursement fee is a "not to exceed" fee based on the final project costs and shall be charged to each property owner (if the final project costs are equal to or above the "not to exceed" reimbursement fee) or reduced to match the actual project costs incurred, if the actual project costs are less than the reimbursement fee. As part of the public benefit of this project, the Village agrees to waive the permit fee and water tap on fee required to be paid by each property owner and agrees to pay any additional project costs that exceed the reimbursement amount. If necessary, the Village shall amend this section to reflect the actual, final project costs and the final reimbursement fee. For any other additional or future sewer and water service line connections, the sewer and water tap on fees and the user fees relating to sewer and water installations and services shall be those charges generally applicable in the Village for similar installations or services at the time that the fees or charges are due.

The estimated Total Water Main and Service Line Improvements Project costs are one hundred ninety one thousand two hundred sixty seven dollars fifty cents (\$191,267.50), which includes the Village's payment for certain improvements to a water main crossing at Flagg Creek (estimated to be \$129,952.50), the installation of water service line tap-on connections and water service lines extending from the water mains in the front yard public rights-of-way to the buffalo boxes for all of the project properties (estimated to be \$39,195.00) and the abandonment in place of the rear yard water mains (estimated to be \$22,120.00). After the project is completed, if necessary, this section will be amended to state the final reimbursement fee.

After full payment of the reimbursement fee, the Village will file a release of lien and confirmation of payment in full against title to each subject property with the Cook County Recorder of Deeds Office. The Municipal water system lien authority of the Village is contained in section 11-126-4 of the Illinois Municipal Code [1](#).

Each additional or subsequent water main tap on by the owners of the above listed properties will be in accordance with the current Village Fee Schedule.

Notes

- [1](#) 1. 65 ILCS 5/11-126-4.

E. Sewer Main Connection Fee:

1. As indicated in the Village Fee Schedule.

2. A sewer tap-on fee is not required for a sewer service replacement to be completed upon an existing home within the Village when it is not a part of a major renovation or a complete tear down.

3. A sewer tap-on fee is required for a sewer service replacement when it is a part of new construction, a major renovation or a complete tear down of an existing home within the Village.

F. Water Meter Fee. As indicated on the Village Fee Schedule.

G. Street Openings Fee:

1. As indicated in the current Village Fee Schedule.

2. The applicant shall be responsible for full restoration of the street and unpaved right-of-way per Village standards.

3. This fee is in addition to the refundable street opening bond or escrow as contained in subsection 9-1-7N of this title concerning site management bonds. The street opening fee is nonrefundable.

H. Demolition Permit Fees And Deposit:

1. Permit Fees Established:

a. Main buildings and structures: As indicated in the current Village Fee Schedule.

b. All other buildings and structures: As indicated in the current Village Fee Schedule..

2. Bond. This fee is in addition to the refundable demolition bond or escrow as contained in subsection 9-1-7N of this title concerning site management bonds. The demolition fee is nonrefundable.

I. Penalty For Work Without A Permit. Permit fees for projects requiring a permit and where work has commenced prior to the issuance of an approved permit, shall in accordance with the current Village Fee Schedule.

J. Reinspection Fee:

1. Fee Established: As indicated in the current Village Fee Schedule. If the reinspection fee listed in subsection 9-1-7J of this section are not sufficient to cover the costs of the reinspection by consultants hired by the Village (including, but not limited to, fees and costs associated with the review, inspection and processing of the application or petition by the Village Engineer, Village Forester, Village Landscape Architect and Land

Planner and Village Attorney or other consultants retained by the Village) and Village staff, the applicant shall pay the outstanding amount prior to the scheduling of any inspection.

2. Scope Of Fee: If a reinspection of any construction, development or other work requiring a permit, is scheduled but not ready for inspection (or not accessible for inspection) a reinspection fee as is presented in subsection 9-1-7J1 of this section shall be required for each occurrence.

K. Moving A Building Or Structure 1: As indicated in the current Village Fee Schedule..

Notes

1 1. See also subsection 3-5-4C of this Code.

L. Elevator, Lift And Dock Inspections: As indicated in the current Village Fee Schedule..

M. Fee Waiver. The following fees required under this article shall be waived for all nonprofit and eleemosynary institutions: a) building permit, b) site development, c) water main tap on, d) street opening fee, e) demolition permit, f) sign. The following fees and costs required by this article shall not be waived relative to nonprofit and eleemosynary institutions and, therefore, shall be paid by the petitioner and/or property owner: a) outside costs incurred by the Village for building or development reviews; and b) outside costs incurred by the Village for technical inspectional services. Written proof of a petitioner's and/or property owner's nonprofit status or eleemosynary character shall be required to receive a waiver of fees and shall be filed with the Department of Code Enforcement. The chief building official shall make the final determination regarding the waiver of fees based on the information provided by the petitioner or property owner. The petitioner and/or property owner may file with the Board of Trustees a written appeal of the decision of the chief building official relative to any waiver fees decision within thirty (30) days of the chief's decision. The Board of Trustees shall issue final written determination relative to the waiver of fees relative to the petitioner and/or property owner within thirty (30) days of receipt of the appeal.

N. Site Management Bond:

1. Bond Requirement; Timing Of Payment; Amount. If the permit to be issued pursuant to this title authorizes demolition of a dwelling or construction work, then the applicant shall post in cash with the village, at the time of issuance of such permit, a site management bond. Such bond shall be in addition to all other application and processing fees, costs, escrows, bonds and performance securities required by this code. The amount of the site management bond will be established by the Village Board annually and published in the Village Fee Schedule:

a. Demolition or construction

As indicated in the current Village Fee Schedule.

b. Additions with foundation	As indicated in the current Village Fee Schedule.
c. Additions without foundation	As indicated in the current Village Fee Schedule.
d. Demolition or construction of an accessory structure	As indicated in the current Village Fee Schedule.
e. Street openings, water or sewer work within the public right of way	As indicated in the current Village Fee Schedule.

2. Application Of Bond. The site management bond shall be held by the village and shall be applied as provided in this section.

3. Village Right To Draw On Bond: The village shall have the right at all times, at its option, to draw on the site management bond to cover the costs to repair public property damaged by contractors as well as other costs, including, without limitation, legal fees and administrative expenses, incurred or estimated to be incurred by the village in exercising any of its rights under this code in the event: 1) the applicant undertakes any work in violation of any provision of this code or of any permit issued or plan approved pursuant to this code, or 2) the applicant fails or refuses to complete any work authorized by any permit issued under this code in accordance with all plans approved in connection with said permit. The village's determination of such costs shall be based either on costs actually incurred by the village or on the village's reasonable estimates of costs to be incurred.

4. Replenishment Of Bond. If the village draws on the site management bond, then the applicant shall replenish the bond to the full amount required by this section within fifteen (15) days after demand is made to the applicant in writing by the village. Failure of the applicant to replenish the bond shall result in cancellation of the related permit, which permit shall not be reissued except after the filing of a new application, payment of the permit fee and establishment of a new site management bond.

5. Return Of Unused Bond. The village shall return any unused portion of the site management bond to the applicant, without interest, according to the following schedule:

a. If the permit authorizes only demolition work, and no construction work is scheduled to take place within sixty (60) days after completion of demolition, then the village shall return the bond within thirty (30) days after final inspection of the restoration of the subject property and approval of the work by the department of code enforcement.

b. If the permit authorizes any work in addition to demolition work, then the village shall return the money within thirty (30) days after issuance of a final certificate of occupancy.

c. A street opening escrow or a site management bond in an amount indicated in subsection N1 above, shall be submitted to the village for each street opening or any construction which may include a street opening and shall be held for a period of one year following the installation of the patch.

d. An escrow or a site management bond in an amount indicated in subsection N1 above, shall be submitted to the village for work within the public right of way (other than street openings) and shall be returned within six (6) months after final inspection of the restoration of the public right of way and approval of the work by the director of building and development.

O. Zoning And Development Process Filing Fees:

1. Filing Fees Required. At the time of filing with the village of any application or petition for a variation, conditional uses, amendment, subdivision, planned development, zoning compliance review or occupancy permit, the applicant shall deposit with the village an estimate, as set forth below, of professional consultant fees and expenses (including, but not limited to, fees and costs associated with the review, inspection and processing of the application or petition by the village engineer, village forester, village landscape architect and land planner and village attorney or other consultants retained by the village) that the village will incur in reviewing and processing the application or petition, including preparing any documents, reports or other materials relative to the application or petition. Such an initial deposit shall be called a filing fee; such a fee shall be paid by the applicant to the village and held and dispersed in accordance with this article. There shall be an administrative fee charged to each applicant to reimburse the village for the village staff time and resources expended relative to the application or petition. The village administrative fee as indicated on the current Village Fee Schedule and shall be in addition to the village consultant fees.

2. Obligation Of Applicant For Payment Of Fees. By filing the application or petition for the village's review, the applicant is acknowledging his obligation and agreeing to pay all village administrative fees, professional consulting fees (including, but not limited to, fees and costs associated with the review, inspection and processing of the application or petition by the village engineer, village forester, village landscape architect and land planner and village attorney or other consultants retained by the village) and public hearing expenses, including court reporter fees, incurred by the village in reviewing, processing and acting upon such application. The deposit for those fees and expenses as hereinafter set forth is intended to ensure to the village that adequate funds are available to the village to pay those fees and expenses. The initial filing fee deposit is based upon an estimate of what those fees and expenses may be and by making the deposit the applicant is not relieved of the obligation to pay the total fees and expenses in full, if those fees and expenses exceed the initial deposit amount. There shall be an administrative fee charged to each applicant to reimburse the village for the village staff time and resources expended relative to the application or petition. The village administrative fee shall be ten percent (10%) of the total amount of village consultant fees incurred relative to the application or petition and shall be in addition to the village consultant fees.

3. Deposit For Payment Of Fees. At the time an application for any of the following zoning or subdivision changes are submitted to the village, the following deposit fees will be charged:

- a. Variations: As indicated in the current Village Fee Schedule.
- b. Conditional Uses:
 - i. As indicated in the current Village Fee Schedule per petition for conditional uses containing new or reconstructed structures or buildings.
 - ii. As indicated in the current Village Fee Schedule per petition for conditional uses that do not contain any new or reconstructed structures.
- c. Amendments:
 - i. Map amendments: As indicated in the current Village Fee Schedule.
 - ii. Text amendments: As indicated in the current Village Fee Schedule.
- d. Minor Subdivisions:
 - i. For all subdivision plats of one acre or any fraction thereof: As indicated in the current Village Fee Schedule.
 - ii. Major Subdivisions. For all subdivision plats of over one acre: As indicated in the current Village Fee Schedule.
- e. Planned Developments: As indicated in the current Village Fee Schedule.
- f. Zoning Compliance Review: As indicated in the current Village Fee Schedule..
- g. Occupancy Permits:
 - i. As indicated in the current Village Fee Schedule per single-family attached/detached unit.
 - ii. As indicated in the current Village Fee Schedule per apartment unit.
 - iii. As indicated in the current Village Fee Schedule per commercial/office building and per tenant/occupancy space.
 - iv. Temporary occupancy permit: As indicated in the current Village Fee Schedule.).
- h. Agreement To Pay Village Fees In Full. Before any application for which a deposit fee is required by this article is accepted by the village or acted upon, the petitioner will be required to acknowledge in writing the petitioner's responsibility to pay all fees pursuant to the provisions contained within this article. Said form of acknowledgment to be signed by the applicant is attached to ordinance 94-1892 and is referenced as appendix A.
 - i. Additional Deposit Required. If during the course of the review of an application the village manager determines that the deposit fees paid by the applicant to the village

will be insufficient to reimburse the village for its consultants and expenses, and if the village provides the applicant with an estimate in writing of the additional consultant fees that will be incurred by the village, based upon estimates from the consultants themselves, which shall be made available to the applicant, it is the obligation of the applicant to pay to the village an additional deposit to cover the cost of those anticipated fees plus an additional administrative fee As indicated in the current Village Fee Schedule. The village reserves the right to delay any further action on the application until this additional deposit is paid. This additional deposit is based upon an estimate of what those additional fees may be and by making the additional deposit, the applicant is not relieved of his obligation to pay the additional fees in full if in fact they exceed that estimate and additional administrative fee. The provisions of section 9-1B-6 of this article with respect to a refund of any excess deposit shall then apply at the time of final action or withdrawal as described in said section 9-1B-6 of this article. If the additional payment is also exhausted prior to final action or withdrawal, then an additional deposit shall again be required in accordance with the provisions of this section.

j. Refunds And Additional Payments. The foregoing fee schedule plus any additional deposits made by the applicant is based upon an estimate of the costs and fees that will be incurred by the village in reviewing and acting upon the applications described. Accordingly, at the time of final action by the corporate authorities or the written request by an applicant that further action on the application terminate, an itemization of costs for consultants and an administrative fee As indicated in the current Village Fee Schedule and the administrative charge for a variation pursuant to subsection 9-1B-3A of this article, shall be sent to the petitioner either indicating payment in full, providing a refund to the applicant or billing the applicant an additional amount to be paid to the village by the applicant before final action on the application is taken. The payment for zoning, subdivision or annexation review under this article shall only include those services necessary for the final action on request by the corporate authorities. All inspection, review and other fees indicated by other ordinances shall remain applicable.

9-1-10 PENALTIES:

The violation of any provision of this chapter shall be grounds for revocation of any permit or approval pursuant to which the work in question is being undertaken, or for the issuance of a stop order pursuant to chapter 1 of this title and subject to fine pursuant to section 1-4-1 of this code.

CHAPTER 2 BUILDING CODE

9-2-1: Adoption Of Building Code

9-2-2: Amendments To Building Code

9-2-3: Adoption Of International Residential Code

9-2-4: Amendments To International Residential Code

9-2-1 ADOPTION OF BUILDING CODE:

The Village has adopted by ordinance and incorporated by reference into this chapter as one part of the Building Code of the Village of Western Springs, Cook County, Illinois, the code entitled International Building Code, 2018 edition, as published by the International Code Council (ICC), except as amended in this chapter or by the publisher. One copy of the International Building Code, 2018 edition, and all of its regulations are on file in the Office of the Village Clerk and are kept available for public use, inspection and examination in accordance with 65 Illinois Compiled Statutes 5/1-3-2.

9-3-2 AMENDMENTS TO BUILDING CODE:

The following sections of the International Building Code, 2018 edition, are amended as follows:

Section 101.1 - insert the "Village of Western Springs" for "name of jurisdiction".

Section 101.4.3 Plumbing - All references in the code made to the International Plumbing Code and the International Private Sewage Disposal Code shall be replaced with applicable sections and provisions of the most current edition of the Illinois State Plumbing Code for the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of medical gas systems.

Add Sub-section 101.4.7 Accessibility – In addition to the requirements outlined in Chapter 11 of this code, the provisions of the most current edition of the Illinois Accessibility Code shall also apply to matters governing the construction of new buildings, adding or remodeling of existing buildings and occupancy thereof.

Part 2 Administration and Enforcement - Sections 103 through 116 shall be deleted in their entirety.

Section 202 Definitions – Replace the following text:

Fire Area: The aggregate floor area bounded by the exterior walls of a building; regardless of fire walls, fire barriers, or fire resistance-rated horizontal assemblies. The area shall not be subdivided into multiple fire areas to permit the omission of automatic fire sprinklers.

Section 901 General – Add the following subsection:

Section 901.8 Knox Box (Rapid Entry System)

All buildings that are equipped with an approved or required fire alarm system per this chapter and/or buildings equipped with an approved automatic sprinkler system and that are interconnected to an alarm monitoring agency shall have an approved key box system.

The location and type of said key box shall be approved by the department.

The key box shall contain all keys to gain necessary access to the building, tenant spaces and secured service areas.

Section 903.2 Where required – Add the following text:

Automatic Sprinkler Systems for New Construction:

An Automatic fire sprinkler system, including a manual fire alarm system, shall be installed in use groups A, B, E, H, I, M, S, F and U (commercial, institutional or mixed-use commercial/residential) in compliance with the most current applicable NFPA fire code.

Additions / Alterations: An automatic fire sprinkler system, including a manual fire alarm system, shall be installed throughout the existing building in use groups A, B, E, H, I, M, S, F and U (commercial, institutional, or mixed use commercial/residential) in compliance with the most current applicable NFPA code for the following: additions and alterations exceeding 2,500 square feet in gross floor area, additions in buildings resulting in an overall gross area of 2,500 square feet or greater alterations to existing buildings (exceeding a gross floor area of 2,500 square feet).

Section 903.3.8.5 Calculations – Add the following text:

Provide a minimum of 10% but not less than 5-psi minimum safety factor in the fire protection system hydraulic calculation. The system demand shall be 5-psi minimum below the seasonal low water flow test supply.

Section 903.4.3 Floor Control Valves – Replace text with the following:

Indication control valves and water flow valves shall be provided at the point of connection to the riser on each floor in multiple story buildings (instead of just high rises).

Section 903.4.2 Alarms – Add the following text:

In single story Multi-Tenant Group M buildings, alarms shall ring by tenant activation, by a fire sprinkler flow switch for each space or manual and automatic fire detection and shall include a weatherproof clear outside strobe over the entrance to each tenant space as directed by the fire department. All outside strobes shall be 75 candela minimum.

Section 912.3 Fire Department Connections – Add the following text:

All new fire department connections shall be a four-inch (4") storz connection with a 30-degree downturn.

Section 907.8 Inspection, testing and maintenance – Add the following text:

System Out of Service: No automatic fire detection or fire suppression systems shall be out of service for more than twelve-hours for additions, alterations, maintenance or repairs without the advance written approval of the Western Springs fire department. When an automatic fire detection or fire suppression system is out of service for any reason, notice thereof shall be given immediately to the Western Springs fire department. In addition, the building owner or designated representative, prior to taking any such system out of service for more than twelve 12-hours, shall notify all tenants and occupants of any building

affected by the system taken out of service that no automatic fire detection or fire suppression system is in operation and for what time period that will be the case. The building owner or designated representative shall notify the Western Springs fire department.

False Alarm Charge: A charge of two hundred fifty dollars (\$250.00) per call or response shall be made to the property owner or automatic fire alarm equipment owner, installed and maintained by others, which initiates a response by the Western Springs fire department, for a false alarm being given or transmitted by these facilities to the Western Springs fire department.

False Alarm Payment Time Period: A false alarm charge shall be for the second false alarm transmitted and responded to in any capacity by the Western Springs fire department during any ninety (90) consecutive calendar day period, whether caused by malfunctioning, or intentionally or negligently misused or abused facilities or equipment, or inadequately maintained, and which results in a fire suppression and/or rescue apparatus and equipment being unnecessarily called to the property in response thereto. All false alarm charges shall be paid to the village within thirty (30) calendar days of the date of an invoice for such charges.

Section 1008.3.3 Rooms and Spaces – Replace text for note #5 with the following:

4. All public restrooms regardless of size and enclosed private toilet compartments or rooms.

Section 2901.1 Scope - All references in this code made to the International Plumbing Code and the International Private Sewage Disposal Code shall be replaced with applicable sections and provisions of the most current edition of the Illinois State Plumbing Code.

Section 2902.1 and 2902.2 shall be deleted in their entirety.

9-2-3 ADOPTION OF INTERNATIONAL RESIDENTIAL CODE:

The Village has adopted by ordinance and incorporated by reference into this chapter as one part of the Building Code of the Village of Western Springs, Cook County, Illinois, the Code entitled International Residential Code, 2018 edition, as published by the International Code Council (ICC), except as amended in this chapter or by the publisher. One copy of the International Residential Code, 2018 edition, and all of its regulations are on file in the Office of the Village Clerk and are kept available for public use, inspection and examination in accordance with 65 Illinois Compiled Statutes 5/1-3-2.

2018 IRC Appendix Adoptions

Appendix F – Radon Control Methods with the following text added: Installation shall be in accordance with (420 ILCS 52/) Radon resistant Construction Act and the Illinois Emergency Management Agency’s Part 422 Regulations for Radon Service Providers.

Appendix J - Existing Building and Structures

Deleted Chapters and Sections – The following chapters and sections of the IRC are deleted in their entirety and if noted, entirely replaced by reference of the code listed:

Plumbing – All references in the code made to the International Plumbing Code and all sections contained in Part VII and IRC Chapters 25 through 32 shall be replaced with applicable sections and provisions of the most current edition of the Illinois State Plumbing Code and section P2904 shall be replaced with current adopted edition of the NFPA 13D standard for residential sprinkler system design.

Electrical – All sections contained in Part VIII and IRC Chapters 34 through 43 and all references in the code shall be replaced with applicable articles and provisions of the 2017 National Electrical Code as amended.

9-2-4 AMENDMENTS TO INTERNATIONAL RESIDENTIAL CODE:

The following sections of the international residential code, 2006 edition, are amended as follows:

Section R101.1 Title: Insert "the ~~v~~Village of Western Springs" in the first line.

Section R101.2 Scope – Remove listed exceptions 1 through 5

Part 2 Administration and Enforcement – Sections 103 through 114 shall be deleted in their entirety.

Section R202 Definitions – Add the following text:

Bathroom - An area or room that includes a sink basin and with one or more of the following fixtures: a toilet, a tub or a shower.

Sleeping Room – Conditioned habitable dwelling room or space with walls that extend floor to ceiling on all sides, designed and / or constructed with the intent for use (or potential use) by the occupants as a room or area for sleeping or similar activity, irrespective of the room name or designation. This shall specifically include, but not be limited to, any room that is provided with a storage closet and privacy door into the room. When provided, sleeping rooms or similar areas as defined shall fully conform to the minimum design criteria and requirements otherwise set forth in 2018 IRC sections R303 / R304 / R305 / R310 / R314 / R315, as applicable. No Kitchen, Dining Room, Living Room, Hallway, unfinished or uninhabitable room or area shall be used as a sleeping room.

Delete Table R301.2(1) Climatic and Geographic Design Criteria and replace with the following table:

GROUND LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WIND DESIGN TEMPERATURE	ICE BARRIER UNDERLAYMENT REQUIREMENT	FLOOD HAZARD	AIR FREE ZONE INDEX	MEAN ANNUAL TEMPERATURE
	Speed (mph)	Topographic effect	Special wind region	Wind borne debris zone		Weathering	Frost line depth	Termites					
25	115	NO	NO	NO	A	SEVERE	42"	MODERATE TO HEAVY	-4	YES	SEE LOCAL ORDINANCE	2000	50.6

Section R302.3 Two-family dwellings – remove exceptions #1 and #2 in their entirety.

Section R302.5.1 Opening Protection – replace text with:

Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be a 1-hour minimum fire-rated door and provided a self-closing or automatic-closing device.

Section R302.6 Dwelling-garage fire separation – add the following text:

R302.6.1 – Provide 6” concrete gas curb between the attached garage and residence common walls or construct garage floor elevation 6” lower than the top of foundation.

Table R302.6 – replace all text in the ‘material column’ for each separation with:

Not less than 5/8-inch Type ‘X’ gypsum board or equivalent and fire-taped.

Section R302.7 Under-stair protection – replace 1/2-inch (12.7mm) gypsum board text with 5/8-inch type ‘X’ gypsum board fire-taped.

Section R302.13 Fire protection of floors – replace text with:

Floor assemblies that are not required elsewhere in this code to be fire-resistant rated, shall be provided 1/2-inch gypsum board minimum for new construction and provided with an NFPA 13D fire sprinkler system or 5/8-inch type ‘X’ gypsum board minimum for all other construction without a NFPA 13 D fire sprinkler system in place. Floor assemblies constructed of trusses, I-Joists and similar engineered components shall be protected with 5/8-inch type ‘X’ gypsum board unless provided with an NFPA 13D fire sprinkler system.

Exceptions:

1. Floor assemblies located directly over space protected by an NFPA 13D fire sprinkler system (e.g. unfinished basement).
2. Floor assemblies constructed with conventional solid 2x dimensional lumber directly over unprotected space (e.g. unfinished basement).
3. Floor assemblies located directly over an accessible crawl space not intended for storage nor for the installation of HVAC equipment or similar appliances.

Section R309.5 Fire sprinklers – remove reference to Section P2904 and insert NFPA 13D.

Section R310 Emergency Escape and Rescue Openings

Section R310.1 – delete exception #2

Section R310.2.5 Replacement windows – replace text with the following:

Replacement windows installed in buildings meeting the scope of this code shall be exempt from the minimum opening area requirements of Section R310.2.1 and maximum sill height requirement in Section R310.2.2 provided that the replacement window(s) meet all of the following conditions:

1. The replacement window is not a component of a Basement finish-out or remodel scope of work that otherwise is required to meet the criteria set forth in Section R310.
2. The replacement window is not part of a change or modification of occupancy within the existing structure (e.g. new sleeping room or finished attic space) that otherwise is required to meet the criteria set forth in Section R310.
3. The replacement window is the manufacturers largest standard size window unit that will fit within the existing rough opening. The replacement window is of the same or similar operating style as the existing window or a style that provides for an equal or greater window opening area than the existing window, under normal window operational constraints. In no case shall the existing window opening area be reduced in size.

Note: Tempered safety glazing or approved equal shall be provided for replacement window unit sash glazing in locations as required per Section R308.

Section R310.4 Bars, grilles, covers and screens – add the following text:

Window wells provided for below grade windows with a vertical depth > 30” measured from the adjacent grade shall be provided compliant covers, grills or other means of fall protection compliant with section R312.

Section R310.6 Alterations or repairs of existing basements – replace text with the following:

Existing basements that undergo any alterations or repairs, with or without sleeping room(s), shall be provided a compliant emergency escape and rescue opening(s) in accordance with section R310.1 if compliant existing openings are not already in place.

Section R314.6 Power Source – Add the following text to exception #1 and #2:

Provided all battery powered devices are wirelessly interconnected in accordance with R314.4.

Section R315.6 Power Source – Add the following text to exception #1 and #2:

Provided all battery powered devices are wirelessly interconnected in accordance with R315.5.

Section R317.1.2 Ground contact – replace text with the following:

Wood framing, supports, posts or poles shall not be permitted to be installed in a manner so as to be in direct contact with the ground or encased in concrete in the ground. All wood framing, supports, post or poles shall be properly supported on a foundation or piers secured by approved anchoring methods and at no time shall any wood framing, supports, posts or poles be installed in a manner to be in contact with groundwater or submerged in fresh water.

Exception: Shall not apply to fences or other similar decorative construction not intended to support structures for human occupant loads.

Section 324.4.1 Structural Requirements – insert the following text:

Existing roof structural systems shall be evaluated and approved by an Illinois Licensed Architect or Structural Engineer for the additional dead load of the PV equipment and panels.

Section R324.6 Roof access and pathways – delete detached garages from exception #1

Section R324.6.1 Pathways – Add the following text:

The 36-inch required pathway dimension shall be established by measuring inward from the outer supporting wall face below and not from the fascia edge or rake end of the roof overhang.

Section R324.6.2 Setback at ridge – replace text with the following:

Pathway clear setback shall be 36-inches minimum on both sides of the horizontal ridge.

Section R324.6.2.1 Alternative setback at ridge – delete section in its entirety.

Section R327 Energy Storage Systems – replace entire section with the following:

R327.1 General.

Energy storage systems (ESS) shall comply with the provisions of this section.

Exceptions:

1. ESS listed and labeled in accordance with UL 9540 and marked “For use in residential dwelling units” where installed in accordance with the manufacturer’s instructions and NFPA 70.

2. ESS less than 1 kWh (3.6 megajoules).

R327.2 Equipment listings.

Energy storage systems (ESS) shall be listed and labeled in accordance with UL 9540.

Exception: Where approved, repurposed unlisted battery systems from electric vehicles are allowed to be installed outdoors or in detached sheds located not less than 5-feet from exterior walls, property lines and public ways.

R327.3 Installation.

ESS shall be installed in accordance with the manufacturer’s instructions and their listing.

R327.3.1 Spacing.

Individual units shall be separated from each other by not less than 3-feet except where smaller separation distances are documented to be adequate based on large-scale fire testing complying with Section 1207.1.5 of the International Fire Code.

R327.4 Locations.

ESS shall be installed only in the following locations:

1. Detached garages and detached accessory structures.
2. Attached garages separated from the dwelling unit living space in accordance with Section R302.6.
3. Outdoors or on the exterior side of exterior walls located not less than 3-feet from doors and windows directly entering the dwelling unit.
4. Enclosed utility closets, basements, storage or utility spaces within dwelling units with finished or noncombustible walls and ceilings. Walls and ceilings of unfinished frame construction shall be provided with not less than 5/8-inch type ‘X’ gypsum wallboard.

ESS shall not be installed in sleeping rooms, or closets or spaces opening directly into sleeping rooms and similar habitable areas.

R327.5 Energy ratings.

Individual ESS units shall have a maximum rating of 20 kWh. The aggregate rating of the ESS shall not exceed:

1.40 kWh within utility closets, basements and storage or utility spaces.

2.80 kWh in attached or detached garages and detached accessory structures.

3.80 kWh on exterior walls.

4.80 kWh outdoors on the ground.

ESS installations exceeding the permitted individual or aggregate ratings shall be installed in accordance with Section 1207 of the International Fire Code.

R327.6 Electrical installation.

ESS shall be installed in accordance with NFPA 70. Inverters shall be listed and labeled in accordance with UL 1741 or provided as part of the UL 9540 listing. Systems connected to the utility grid shall use inverters listed for utility interaction.

R327.7 Fire detection.

Rooms and areas within dwelling units, basements and attached garages in which ESS are installed shall be protected by smoke alarms in accordance with Section R314. A heat detector, listed and interconnected to the smoke alarms, shall be installed in locations within dwelling units and attached garages where smoke alarms cannot be installed based on their listing.

R327.8 Protection from impact.

ESS installed in a location subject to vehicle damage shall be protected by approved barriers.

R327.9 Ventilation.

Indoor installations of ESS that produce hydrogen or other flammable gases during charging shall be provided with mechanical ventilation in accordance with Section M1307.4.

R327.10 Electric vehicle use.

The temporary use of an owner or occupant's electric-powered vehicle to power a dwelling unit while parked in an attached or detached garage or outdoors shall comply with the vehicle manufacturer's instructions and NFPA 70.

R327.11 Documentation and labeling.

The following information shall be provided:

1. A copy of the manufacturer's installation, operation, maintenance and decommissioning instructions shall be provided to the owner or placed in a conspicuous location near the ESS equipment.
2. A label on the installed system containing the contact information for the qualified maintenance and service providers.

Chapter 3 Building Planning – add the following section:

Section R328 Electric Vehicle Charging System

R328.1 All newly constructed Single-Family Dwellings, Townhouses, Two-Family Dwellings and Multi-Family Dwellings with four-units or less that provide parking spaces are required to provide at least one EV-Capable parking space, as defined in the Illinois Electric Vehicle Charging Act (765 ILCS 1085/) and installation shall comply with the provisions of 2017 NEC Article 625 as amended.

Chapter 4 Foundations

Delete Sections R402.1 Wood foundations, R404.2 Wood foundation walls and R406.3 Dampproofing for wood foundations including all references pertaining to noted elsewhere in the code in its entirety.

Section R403.1.4.1 Frost protection – delete exceptions #2 and #3 in its entirety.

Section R403.1.1 Minimum size – Add the following text:

Minimum concrete footing sizes are as follows:

One-story structure 10-inch x 20-inch | Two-story structure 12-inch x 24-inch

Monolithic slab-on-grade thickened-edge turned-down footings shall be 12-inch below grade, exposed 6-inch minimum above grade and provided a 20-inch minimum bearing splay with (1) #5 continuous rebar and are permitted only for one-story detached accessory frame structures with an area of 600 s.f. or less and eave height of 10-feet or less.

Trench foundation wall and footing (monolithic frost depth) is prohibited from use for all structures other than detached accessory structures, open covered porches, stoops, areawells and similar ancillary construction or as otherwise approved by the Building Official or their designee.

Piers and similar support systems and use are prohibited for all structures except for uncovered open wood decks, pergolas, fences and similar ancillary construction or as otherwise approved by the Building Official or their designee.

Section R404.1.1 Design Required – Add the following text:

Existing foundation systems - Existing structural support systems shall be evaluated and approved by an Illinois Licensed Architect or Structural Engineer, for any additional live and dead load that is added to the support system or that otherwise modifies the support system, and certification of such submitted to the Building Official as part of the permit submittal.

Foundation walls – all principal structure / basement walls shall be 10-inch minimum thickness and provided (2) #5 continuous rebar at the top and bottom of the wall minimum.

Frost walls with a formed footing and that are component of frame wall and slab construction (e.g. attached garage) that are no deeper than 4-foot below grade are permitted to be 8-inches minimum thickness and provided (1) #5 continuous rebar at the top and bottom of the wall and provided an 8-inch x 16-inch minimum footing. Design is

not permitted for total wall composition dictating a thickness greater than 8-inches for compliant support (e.g. brick veneer over frame wall construction).

Section 405.1 Concrete or masonry foundations – Add the following text:

Unless otherwise approved by the Village Engineer, the point of discharge for draintile sump pumps shall be located within 5-feet of the building wall and may not discharge directly onto or towards adjoining properties or the public way.

Section R408.1 Ventilation – Add the following text:

Ventilated crawl spaces under conditioned habitable space are not permitted in new construction and shall be designed as unvented crawl space in accordance with section R408.3 as applicable. Unless otherwise excepted due to flood hazard area requirements.

Section R502.7.1 Bridging – Replace text with:

All floor joists shall be supported laterally by solid blocking, diagonal bridging (wood or metal) at the mid-span or 8-foot intervals maximum.

Exception: Trusses, structural composite lumber, I-Joists and similar framing shall be supported laterally as required by the manufacturer's specifications.

Section R507.4.1 Deck post to deck footing connection – remove all references to post embedment in its entirety.

Section R702.3.5 Application – Insert the following text:

With exception to that listed in Section R302 as amended for specific areas of gypsum board application and otherwise noted, all walls and ceilings of finished habitable rooms and areas shall be provided the minimum gypsum board wall finish as follows:

Construction with an NFPA 13D fire sprinkler system (new or existing) may use 1/2-inch minimum gypsum board, unless otherwise noted and required elsewhere in this code.

Construction that does not have an NFPA 13D fire sprinkler system (new or existing) shall use 5/8-inch type 'X' minimum gypsum board for all interior finishes.

Existing wall construction and areas of partial finish removal may be matched with the thickness of gypsum or other approved finish material as necessary to properly transition.

Section R807.1 Attic access – add the following text:

Ceiling attic access openings shall not be located in a closet (including walk-in closets).

Section R901 General – add the following sub-section:

R901.2 Roof gutters and downspouts.

Gutters and downspouts shall be constructed of materials that are compatible with the collection surface and the rainwater quality for the desired end use. Joints shall be watertight.

Roof gutters, leaders and rainwater collection piping shall slope continuously toward collection inlets and shall be free of leaks. Gutters and downspouts shall have a slope of not less than 1/8-inch per foot along their entire length. Gutters and downspouts shall be installed so that water does not pool at any point.

Roof gutter downspouts shall be discharged to a grassy surface in a manner that does not create a public nuisance and shall be located within 5-feet of the building wall and may not discharge directly onto adjoining properties.

Section R1006.1.2 Masonry Fireplaces – Insert the following text:

Exterior combustion air duct material shall be rigid metal or semi-rigid metal duct material, no flexible foil or plastic duct material permitted.

Section 1305.1.1 Appliances in rooms – Insert the following text:

Appliances located in rooms or open areas not otherwise provided an NFPA 13D fire sprinkler system shall be protected in one of the following ways:

1. Enclosed room with 5/8-inch type 'X' gypsum board on all walls and ceiling and a 1-hour fire rated door with self-closing device. All wall and ceiling penetrations shall be firestopped and combustion air shall be provided from the exterior.
2. Fire sprinkler head installed from the domestic cold water line, in accordance with the IL State Plumbing Code, and located over the equipment.

Section 1305.1.2 Appliances in attics – Insert the following text:

Appliances located in unconditioned attics shall be enclosed with an insulated and sealed room with the interior walls and ceiling finished with 5/8-inch type 'X' gypsum board and door shall have 1-hour fire rating and self-closing device. All wall and ceiling penetrations shall be sealed and firestopped.

Section M1504.1 Duct construction – Add the following text:

Bathroom and similar exhaust fan ducts, that are concealed in construction, shall be rigid metal or semi-rigid metal duct material, no flexible foil or plastic duct material permitted, or as otherwise required for conformance with the equipment installation criteria and approved listing.

Section M1601.1 Duct design – Add the following text:

All supply and return air ductwork shall be rigid galvanized sheet metal, UL listed flexible branch duct permitted to boot connections at 10-foot maximum length.

Section G2414.5.3 Copper or copper-alloy tubing – Replace with the following text: Copper or copper-alloy tubing of any type shall not be utilized for the conveyance or supply of any type of natural or propane gases.

Section G2414.6 Plastic pipe, tubing and fittings – Insert the following text:

Polyethylene plastic pipe, tubing fittings and any other type of listed plastic piping shall be utilized for the conveyance or supply of any type of natural or propane gases below ground only, no installations above grade or within a structure and shall be in conformance with the listing of the material.

Section G2415.12 Minimum burial depth – remove 12-inches and replace with 18-inches.

Section G2415.12.1 Individual outdoor appliances – remove 8-inches and replace with 12-inches.

Section G2422.1.3 Connection of gas engine-powered air conditioners – Insert the following text:

Connection of Standby Generators - Standby generators, whether permanent or temporary, shall not be connected to the gas piping system using a rigid pipe connection.

CHAPTER 3 ELECTRICAL CODE

SECTION:

9-3-1: Code Adopted

9-3-2: Amendments To Code

9-3-1 : CODE ADOPTED:

The Village has adopted by ordinance and incorporated by reference into this chapter as the Electrical Code of the Village of Western Springs, Cook County, Illinois, the Code entitled National Electrical Code, 2017 edition (NFPA 70), as published by the National Fire Protection Association, except as amended in this chapter or by the publisher. One copy of the National Electrical Code, 2017 edition (NFPA 70), and all of its regulations are on file in the Office of the Village Clerk and are kept available for public use, inspection and examination in accordance with 65 Illinois Compiled Statutes 5/1-3-2. (Ord. 14-2767, 10-27-2014)

9-2-6 AMENDMENTS TO NATIONAL ELECTRICAL CODE:

The following sections of the national electrical code, 2017 edition (NFPA 70), are amended as follows:

Any reference in said code to the "name of jurisdiction" shall mean the Village of Western Springs.

Deleted Articles

The following articles of the 2017 NEC are hereby deleted in their entirety; and are not permitted:

-ARTICLE 320 ARMORED CABLE

-ARTICLE 322 TYPE FC FLAT CABLE ASSEMBLIES

- ARTICLE 324** TYPE FCC FLAT CONDUCTOR CABLE
- ARTICLE 326** TYPE IGS CABLE
- ARTICLE 328** TYPE MV CABLE
- ARTICLE 330** METAL-CLAD CABLE: ***TYPE MC WHEN A LENGTH GREATER THAN 10 FEET IS USED.***
- ARTICLE 332** MINERAL INSULATED METALLIC-SHEATHED CABLE
- ARTICLE 334** NON-METALLIC-SHEATHED CABLE
- ARTICLE 336** POWER AND CONTROL TRAY CABLE
- ARTICLE 338** SERVICE ENTRANCE CABLE
- ARTICLE 340** TYPE UF CABLE
- ARTICLE 362** ELECTRICAL NON-METALLIC TUBING
- ARTICLE 378** NON-METALLIC WIREWAYS
- ARTICLE 388** SURFACE NON-METALLIC RACEWAYS
- ARTICLE 394** KNOB AND TUBE WIRING
- ARTICLE 398** OPEN WIRING ON INSULATORS

Any reference in said code to "name of state" shall mean the State of Illinois.

Article 100 Definitions – amend the following to read:

Approved: Acceptable to the authority having jurisdiction. Electrical equipment, appliances and devices shall conform with the minimum standards applicable thereto contained in the regulations of this code and approved listing. It shall be mandatory that all equipment, devices and appliances covered by the provisions of this code shall be tested and approved by a standard testing laboratory, of nationally accepted stature, which performs services equal to or greater than those performed by the Underwriters Laboratories, Inc. In those instances where it is impossible to receive such approval, the authority having jurisdiction shall make the determination of acceptability.

Article 110 Requirements For Electrical Installations – insert the following sub-section text:

110.12 (C) All wiring in buildings, including wiring in sub-grade floors, shall be installed in rigid metal conduit raceways. Rigid nonmetallic conduit raceways may be installed underground outside of buildings and under interior concrete slabs with an insulated grounding conductor installed in each conduit.

110.12 (D) All nonconforming electrical installations or conditions discovered or revealed during remodeling, renovation, or other alteration projects that are relative to the permitted work scope, shall be corrected in accordance with this code. Unless otherwise directed to remove or replace by the Building Official or their designee, existing electrical systems, materials, devices and so forth, which are deemed conforming, under the original installed code adoption, and which are serviceable, safe and do not present a hazard, may remain in place.

110.12 (E) All abandoned wiring, conductors, conduit systems, raceways, junction boxes, electrical devices, electrical materials, equipment, and the like, shall be completely removed prior to rough electrical inspection.

Article 210.8 Ground-fault Circuit-Interrupter Protection for Personnel – insert the following:

(F) Ground-fault circuit interrupter devices required by this section and means of resetting the device or circuit shall be located in the same room or area as the receptacle(s) or outlets served and readily accessible, unless otherwise approved by the Building Official or their designee.

Article 210.8 (A) Dwelling Units – insert the following sub-section text:

(2) - Exception to (2) A simplex type receptacle supplying power to only a permanently installed overhead garage door opener, shall not be required to have ground fault circuit-interrupter protection.

(11) All lighting outlets located above or within 2-feet of bathtubs and / or showers shall be provided ground fault circuit-interrupter [GFCI] protection via readily accessible GFCI protected receptacle or faceless GFCI device located within the room or area served.

(12) Ground Fault Circuit-interrupter protection shall not be provided for sump or ejector pump circuits. (Unless specifically required by the manufacturer or listing.)

a. A separate 20-amp dedicated circuit and simplex type receptacle device shall be provided for each sump or ejector pump. Duplex receptacle device may only be provided if a corresponding battery back-up or similar related system or component is powered and associated with the pump is in place powered by the pump circuit.

Article 210.12 Arc-fault Circuit-interrupter Protection – insert the following text:

(A) Dwelling Units - All 120-volt, single-phase, 15- and 20-ampere branch circuits supplying outlets or devices installed in dwelling unit family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreation rooms or similar habitable rooms or areas shall be protected by any of the means described in 210.12(A)(1) through (6)

Article 210.50 General – insert the following sub-section:

(D) Other Outlets

In residential or commercial occupancies, dishwashers, garbage disposals and similar appliances or equipment which do not have accessible corded plug to electric receptacle power shall be provided a snap switch service means of disconnect (or an approved equal). Service disconnect shall be located within the base cabinet, accessible and properly labeled for the appliance or equipment served and by which power is controlled by that disconnect means and corresponding panel circuit breaker.

Article 210.70 Lighting Outlets Required - insert the following sub-section text:

(A) (4) Panelboards that are installed in basement areas shall have a minimum of one lighting fixture installed within 3-feet of the panelboard cover.

(A) (5) A minimum of one lighting fixture shall be installed within 4-feet of the serviceable area of the furnace and/or heating system that is installed in the basement area.

(A) (6) For final inspection, all light fixtures and similar luminaires shall have at least one (1) operational bulb or lamp in each fixture.

Article 220.1 Scope – insert the following sub-section text:

(A) Submittal of service load calculation are required for all developments requiring new or upgraded electrical service or when new electrical loading is added to an existing electrical service and breaker panel consequential to other permitted work, unless otherwise waived by the Building Official or their designee.

Article 225.31 Disconnecting Means – insert the following sub-section text:

(A) Garages and similar accessory buildings located on residential property and provided power shall be supplied a disconnecting means for the entire branch circuit serving the structure via marked and identified snap switch or alternate as otherwise approved by the Building Official or their designee.

Article 230.70 General – insert the following sub-section text:

(A)(4) Service Entrance Conductors. Service entrance conductors that enter withing the structure shall not exceed 5-feet developed length without a listed exterior overcurrent protection device and service disconnecting means that is integral part of the listed metering equipment and base / pedestal enclosure.

Exception: In other than one- and two-family dwelling structures:

1) The main disconnecting means can be located in a dedicated mechanical / electrical room with direct exterior access provided that the electrical room is provided a minimum of one-hour rated construction.

2) The main disconnecting means can be in a dedicated mechanical / electrical room with interior access of not more than 20-feet travel distance provided that the room and access travel / corridor is provided a minimum of one-hour rated construction.

Article 230.43 Wiring Methods For 1000 Volts, Nominal, Or Less - replace text with the following:

Service-entrance conductors shall be installed in accordance with the applicable requirements of this code covering the type of wiring method used and shall be limited to the following methods:

- (1) rigid metal conduit
- (2) intermediate metal conduit
- (3) busways

Article 250.64 (A) Aluminum or Copper-Clad Aluminum Conductors – replace with the following:

The grounding electrode conductor shall be copper. The use of aluminum or copper clad aluminum for the purpose of grounding is prohibited.

Article 300.1 Scope - insert the following sub-section text:

(D) Within buildings or structures, all conductors shall be encased in groundable metallic raceways.

(E) Rigid nonmetallic raceways may be used only when embedded in concrete or at exterior underground feeders or branch circuits with separate grounding conductor.

Article 310.10 Uses Permitted – replace with the following:

Copper wire only permitted, use of aluminum or copper-clad aluminum wire is prohibited.

Article 314.3 – Delete exceptions No. 1 and No. 2 in their entirety.

Article 348 Flexible Metal Conduit Uses Permitted - amended to read as follows:

The use of flexible metal conduit shall be limited to a maximum length of 6-feet to fixture unless otherwise approved by the Building Official or their designee.

Article 354 Preassembled Cable in Nonmetallic Conduit – delete in its entirety.

Article 408.54 Maximum Number of Overcurrent Devices – add the following sub-section text:

(A) Tandem (duplex), mini-circuit breakers shall not be installed in new or upgraded electrical panelboard installations (even if permitted by the panel UL listing) and are only permitted in existing electrical panelboards, if panel UL listing and panel manufacturer otherwise permit their use and installation as labeled on the enclosure.

Article 410.10 Luminaires in Specific Locations – add the following sub-section text:

(D) Bathtub and Shower Areas

(1) All lighting outlets located above or within 2-feet of bathtubs and / or showers shall be provided ground fault circuit-interrupter [GFCI] protection via readily accessible GFCI protected receptacle or faceless GFCI device located within the room or area served.

(G) Lighting luminaries mounted 8-feet or less above the finished floor, or any other location creating a potential impact hazard, are not permitted to have exposed bulbs and shall be provided an appropriate protective lens, cover or cage.

Article 625 Electric Vehicle Charging System – add the following sub-section:

625.1.1 All newly constructed Single-Family Dwellings, Townhouses, Two-Family Dwellings and Multi-Family Dwellings with four-units or less that provide parking spaces are required to provide at least one EV-Capable parking space, as defined in the Illinois Electric Vehicle Charging Act (765 ILCS 1085/). Electrical load calculations and other supporting documentation as required from the Building Official shall be submitted to demonstrate compliance.

Article 625.43 Disconnecting Means – replace with the following text:

Compliant disconnecting means shall be provided and installed in a readily accessible location for all electric vehicle charging equipment, regardless of rating. The disconnecting means shall be lockable open in accordance with Article 110.25.

Article 720 Circuits and Equipment Operating at Less than 50 Volts – add the following subsections:

720.12 Low voltage wiring provided for residential furnace and / or HVAC equipment and remote water meter reader shall be installed in 1/2-inch minimum EMT conduit.

720.13 Provide 1/2-inch EMT raceway within 2-feet of water meter and piped to the exterior front or corner sidewall for touchpad / end-point installation no more than 5-feet above grade (locate for unrestricted access above obstructions along wall such as bushes, planters, etc. and outside of secure perimeter fencing). Fish 3-wire cable through the 1/2-inch EMT raceway from the water meter location to the exterior wall location for touchpad / end-point MIU install and for connection at the water meter. The 3-wires shall be 22 AWG in size and one each colored green, red and black only with no substitutions.

CHAPTER 4 PLUMBING CODE

SECTION:

9-4-1: Adoption Of Plumbing Code

9-4-2: Amendments To Code

9-4-1 ADOPTION OF PLUMBING CODE:

The village has adopted by ordinance and incorporated by reference into this chapter as the plumbing code of the village of Western Springs, Cook County, Illinois, the code entitled Illinois state plumbing code, 2014 edition, as published by the Illinois department of health, except as amended in this chapter or by the publisher. One copy of the Illinois state plumbing code, 2014 edition, and all of its regulations are on file in the office of the village clerk and are kept available for public use, inspection and examination in accordance with 65 Illinois Compiled Statutes 5/1-3-2.

9-6-2 AMENDMENTS TO CODE:

None

CHAPTER 5
MECHANICAL CODE

9-5-1: Adoption Of Mechanical Code

9-5-2: Amendments To Code

9-5-1 ADOPTION OF MECHANICAL CODE:

The village has adopted by ordinance and incorporated by reference into this chapter as the mechanical code of the village of Western Springs, Cook County, Illinois, the code entitled the international mechanical code, 2018 edition, as published by the International Code Council (ICC), except as amended in this chapter or by the publisher. One Copy of the international mechanical code, 2018 edition, and all of its regulations are on file in the office of the village clerk and are kept available for public use, inspection and examination in accordance with 65 Illinois Compiled Statutes 5/1-3-2.

9-5-2 AMENDMENTS TO CODE:

The following sections of the International Mechanical Code, 2018 edition, are amended as follows:

Section 101.1 Title. Insert "the Village of Western Springs" in the second line of this section.

Any reference in said code to the "name of jurisdiction" shall mean the Village of Western Springs.

Any reference in said code to "name of state" shall mean the state of Illinois.

Part 2 Administration and Enforcement – Sections 103 through 109 shall be deleted in their entirety.

Section 306.2 Appliances in rooms – Add the following text:

Appliances located in rooms or open areas not provided an approved NFPA 13 or 13D fire sprinkler system shall be protected in one of the following ways:

1. Enclosed room with 5/8-inch type 'X' gypsum board on all walls and ceiling and a 1-hour minimum fire rated door with self-closing device. All wall and ceiling penetrations shall be firestopped and combustion air shall be provided from the exterior.
2. Fire sprinkler head installed from the domestic cold water line, in accordance with the IL State Plumbing Code, and located over the mechanical equipment.

Section 306.3 Appliances in attics – Add the following text:

Appliances located in unconditioned attics shall be enclosed with an insulated and sealed room with the interior walls and ceiling finished with 5/8-inch type 'X' gypsum board and door shall have 1-hour minimum fire rating and self-closing device. All wall and ceiling penetrations shall be sealed and firestopped.

Section 501.5 Ducts – Add the following text:

Bathroom and similar exhaust fan ducts, that are concealed in construction, shall be rigid metal or semi-rigid metal duct material, no flexible foil or plastic duct material permitted, or as otherwise required for conformance with the equipment installation criteria and approved listing.

Section 603 Duct Construction and Installation, subsection 603.1 is deleted and replaced with the following:

603.1 General. An air distribution system shall be designed and installed to supply the required distribution of air. The installation of an air distribution system shall not affect the fire protection requirements specified in the International Building Code. Ducts shall be constructed, braced, reinforced and installed to provide structural strength and durability. In residential applications, all supply and return air ductwork shall be rigid galvanized sheet metal, UL listed flexible branch duct permitted to boot connections at 10-foot maximum length.

CHAPTER 6 FUEL GAS CODE

9-6-1: Adoption Of Fuel Gas Code

9-6-2: Amendments To Code

9-6-1: ADOPTION OF FUEL GAS CODE:

The village has adopted by ordinance and incorporated by reference into this chapter as the fuel gas code of the village of Western Springs, Cook County, Illinois, the code entitled the international fuel gas code, 2018 edition, as published by the International Code Council (ICC), except as amended in this chapter or by the publisher. One copy of the international fuel gas code, 2018 edition, and all of its regulations are on file in the office of the village clerk and are kept available for public use, inspection and examination in accordance with 65 Illinois Compiled Statutes 5/1-3-2.

9-6-2: AMENDMENTS TO CODE:

The following sections of the International Fuel Gas Code, 2018 edition, are amended as follows:

Section 101.1 Title - Insert "the Village of Western Springs" in the second line of this section at the bracketed text.

Any reference in said code to the "name of jurisdiction" shall mean the Village of Western Springs.

Any reference in said code to "name of state" shall mean the state of Illinois.

Part 2 Administration and Enforcement – Sections 103 through 109 shall be deleted in their entirety.

Section 306.2 Appliances in rooms – Insert the following text:

Appliances located in rooms or open areas not otherwise provided an approved NFPA 13D fire sprinkler system shall be protected in one of the following ways:

1. Enclosed room with 5/8-inch type 'X' gypsum board on all walls and ceiling and a 1-hour fire rated door with self-closing device. All wall and ceiling penetrations shall be firestopped and combustion air shall be provided from the exterior.
2. Fire sprinkler head installed from the domestic cold water line, in accordance with the IL State Plumbing Code, and located over the mechanical equipment.

Section 306.3 Appliances in attics – Insert the following text:

Appliances located in unconditioned attics shall be enclosed with an insulated and sealed room with the interior walls and ceiling finished with 5/8-inch type 'X' gypsum board and door shall have 1-hour fire rating and self-closing device. All wall and ceiling penetrations shall be sealed and firestopped.

Section 403.5.3 Copper or copper-alloy tubing – Replace with the following text: Copper or copper-alloy tubing of any type shall not be utilized for the conveyance or supply of any type of natural or propane gases.

Section 403.6 Plastic pipe, tubing and fittings – Insert the following text:

Polyethylene plastic pipe, tubing fittings and any other type of listed plastic piping shall be utilized for the conveyance or supply of any type of natural or propane gases below ground only, no installations above grade or within a structure and shall be in conformance with the listing of the material.

Section 404.12 Minimum burial depth – remove 12-inches and replace with 18-inches.

Section 404.12.1 Individual outdoor appliances – remove 8-inches and replace with 12-inches.

Section 411.1.5 Connection of gas engine-powered air conditioners – Insert the following text:

Connection of Standby Generators - Standby generators, whether permanent or temporary, shall not be connected to the gas piping system using a rigid pipe connection.

CHAPTER 7

FIRE CODE

SECTION:

9-7-1: Adoption Of Fire Code

9-7-2: Amendments To Code

9-7-1: ADOPTION OF FIRE CODE:

The Village has adopted by ordinance and incorporated by reference into this chapter as the Fire Code of the Village of Western Springs, Cook County, Illinois, the code entitled the International Fire Code, 2018 edition, as published by the International Code Council (ICC), except as amended in this chapter or by the publisher. Three (3) copies of the International Fire Code, 2018 edition, and all of its regulations are on file in the Office of the Village Clerk and are kept available for public use, inspection and examination in accordance with 65 Illinois Compiled Statutes 5/1-3-2. (Ord. 14-2767, 10-27-2014; amd. Ord. 22-3098, 9-26-2022)

9-7-2: AMENDMENTS TO CODE:

The following sections of the International Fire Code, 2018 edition, are amended as follows:

IFC 105.4.2.1 Fire Department System Drawings:

For each hydraulically calculated automatic sprinkler system identified on the submitted drawing, the applicant shall provide the Village with a copy of the hydraulic nameplate.

IFC 106 Re-Inspection Fee:

The Code Official may allow up to thirty (30) calendar days to correct any non-compliance with the Fire Code or violation(s) of the Fire Code, including but not limited to any Fire Code Compliance action matter or any Fire Code corrective action matter. If the non-compliance condition or the violation(s) has not been corrected after the expiration of the allowed compliance action period, a re-inspection fee of \$100.00 will be imposed on the owner, occupant, operator or the person responsible for the non-compliance condition or the violation(s) for each subsequent inspection by the Village that is required to check for compliance. This re-inspection fee is a separate fee that must be paid by the owner, occupant, operator or the person responsible for the non-compliance condition or violation(s) and does not replace any other penalties for Code violations that are allowed by the code.

IFC 106 False Alarm Fee:

A charge as indicated on the current Village Fee Schedule shall be assessed to the property owner or the automatic fire alarm equipment owner, if the alarm is installed and maintained by someone or some company other than the property owner, which initiates a response by the Western Springs Fire Department, for a false alarm being given or transmitted by these facilities to the Western Springs Fire Department.

False Alarm Payment Time Period: A false alarm charge shall be for the second false alarm transmitted and responded to in any capacity by the Western Springs Fire Department during any ninety (90) consecutive calendar day period, whether caused by malfunctioning or intentionally or negligently misused or abused facilities or equipment or inadequately

maintained and which results in a fire suppression and/or rescue apparatus and equipment being unnecessarily called to the property in response thereto. All false alarm charges shall be paid to the village within thirty (30) calendar days of the date of an invoice for such charges.

IFC 109 Board Of Appeals: Delete in its entirety.

IFC 507.5.4 Obstruction To Fire Hydrants And IFC 912.4 Obstruction To Fire Department Connections:

No person shall park a vehicle or store equipment in front of a fire hydrant, fire department standpipe or sprinkler system connection, nor within fifteen (15) feet on each side thereof, unless the licensed driver is seated behind the steering wheel and the engine is running.

IFC 901.7 System Out Of Service:

No automatic fire detection or fire suppression systems shall be out of service for more than twelve (12) hours for additions, alterations, maintenance or repairs without the advance written approval of the Western Springs Fire Department. When an automatic fire detection or fire suppression system is out of service for any reason, notice thereof shall be given immediately to the Western Springs Fire Department. In addition, the building owner or designated representative, prior to taking any such system out of service for more than twelve (12) hours, shall notify all tenants and occupants of any building affected by the system taken out of service that no automatic fire detection or fire suppression system is in operation and for what time period that will be the case. The building owner or designated representative shall notify the Western Springs Fire Department.

IFC 902 Definition Of Fire Area:

The aggregate floor area bounded by the exterior walls of a building; regardless of fire walls, fire barriers, or fire resistance-rated horizontal assemblies. The area shall not be subdivided into multiple fire areas to permit the omission of automatic fire sprinklers.

IFC 903 Automatic Sprinkler Systems For New Construction:

An Automatic fire sprinkler system, including a manual fire alarm system, shall be installed in use groups A, B, E, H, I, M, S, F and U (commercial, institutional or mixed-use commercial/residential) in compliance with the most current applicable NFPA fire code.

Additions/Alterations: An automatic fire sprinkler system, including a manual fire alarm system, shall be installed throughout the existing building in use groups A, B, E, H, I, M, S, F and U (commercial, institutional, or mixed use commercial/residential) in compliance with the most current applicable NFPA code for the following: additions and alterations exceeding 2,500 square feet in gross floor area, additions in buildings resulting in an overall gross area of 2,500 square feet or greater alterations to existing buildings (exceeding a gross floor area of 2,500 square feet).

IFC 903.3.9 Sprinkler System Calculations:

Provide a minimum of 10% but not less than 5 psi minimum safety factor in the fire protection system hydraulic calculation. The system demand shall be 5 psi minimum below the seasonal low water flow test supply.

IFC 903.4.2.1.1 Exterior Appliances:

Visual/Audible Exterior Appliances. A visual/audible appliance supervised by the fire alarm system blue horn/strobe shall be provided above the fire department connection. A blue 75cd weatherproof strobe light shall be provided above the fire department connection. The strobe light shall be supervised by the fire alarm system and shall operate upon water flow activation.

IFC 903.4.3 Floor Control Valves:

Indication control valves and water flow valves shall be provided at the point of connection to the riser on each floor in multiple story buildings (instead of just high rises).

IFC 907.5.2.3.5 Visible Alarms:

In single story Multi-Tenant Group M buildings, alarms shall ring by tenant activation, by a fire sprinkler flow switch for each space or manual and automatic fire detection and shall include a weatherproof clear outside strobe over the entrance to each tenant space as directed by the fire department. All outside strobes shall be 75 candela minimum.

IFC 912.3 Fire Department Connections:

All new fire department connections shall be a four inch (4") storz connection with a 30-degree downturn.

Installation of fire alarm, fire sprinkler and knox box requirements as set forth at section 9-2-4 (amendments to international building code) of the municipal code of Western Springs, as

revised from time to time, are incorporated by reference in their entirety into this chapter, except for the "Violation; Fines And Penalties" provision, which cannot be adopted by reference and must be specifically adopted within this chapter as required by state law:

Violation; Fines And Penalties: Any person who violates any of the provisions of this chapter shall be subject to a fine of not more than seven hundred fifty dollars (\$750.00) for each violation for each day that the violation continues, and each day that the violation continues shall be deemed a separate offense subject to a separate penalty. Such a fine shall be in addition to any other fee or charge authorized pursuant to the terms of this chapter.

(Ord. 18-2927, 7-23-2018; amd. Ord. 22-3098, 9-26-2022)

CHAPTER 8 LIFE SAFETY CODE

SECTION:

9-8-1: Adoption Of Life Safety Code

9-8-2: Amendments To Code

9-10-1: ADOPTION OF LIFE SAFETY CODE:

The village has adopted by ordinance and incorporated by reference into this chapter as the life safety code of the Village of Western Springs, Cook County, Illinois, the code entitled the NFPA 101, life safety code, 2018 edition, as published by the National Fire Protection Association, except as amended in this chapter or by the publisher. Three (3) copies of the NFPA 101, life safety code, 2018 edition, and all of its regulations are on file in the office of the village clerk and are kept available for public use, inspection and examination in accordance with 65 Illinois Compiled Statutes 5/1-3-2.

9-10-2: AMENDMENTS TO CODE:

The following sections of the Life Safety Code, 2018 edition, are amended as follows:

Installation of fire alarm, fire sprinkler and knox box requirements as set forth at Section 9-2-4 (Amendments to International Building Code) of the Municipal Code of Western Springs, as revised from time to time, are incorporated by reference in their entirety into this chapter, except for the "Violation; Fines And Penalties" provision, which cannot be adopted by reference and must be specifically adopted within this chapter as required by state law:

Violation; Fines And Penalties: Any person who violates any of the provisions of this chapter shall be subject to a fine of not more than seven hundred fifty dollars (\$750.00) for each violation for each day that the violation continues, and each day that the violation continues shall be deemed a separate offense subject to a separate penalty. Such a fine shall be in addition to any other fee or charge authorized pursuant to the terms of this chapter.

CHAPTER 9 ENERGY CONSERVATION CODE

SECTION:

9-9-1: Adoption Of Energy Conservation Code

9-9-2: Amendments To Code

9-9-1: ADOPTION OF ENERGY CONSERVATION CODE:

The village has adopted by ordinance and incorporated by reference into this chapter as the energy conservation code of the village of Western Springs, Cook County, Illinois, the code entitled the Illinois Energy Conservation Code as based on the International Energy Conservation Code, 2021 edition amended, as published by the International Code Council (ICC), except as amended in this chapter, by the publisher or by the State of Illinois in accordance with 20 ILCS 3125. One copy of the international energy conservation code, 2024 edition, and all of its regulations are on file in the office of the village clerk and are kept available for public use, inspection and examination in accordance with 65 Illinois Compiled Statutes 5/1-3-2.

9-9-2: AMENDMENTS TO CODE:

The following sections of the international energy conservation code, 2024 edition, are amended as follows:

Section C101.1 Title - Insert "the Village of Western Springs" in the first line of this section.

Section R101.1 Title - Insert "the Village of Western Springs" in the first line of this section.

Any reference in said code to the "name of jurisdiction" shall mean the Village of Western Springs.

Any reference in said code to "name of state" shall mean the state of Illinois.

CHAPTER 10 PROPERTY MAINTENANCE CODE

SECTION:

9-10-1: Adoption Of Property Maintenance Code

9-10-2: Amendments To Code

9-12-1: ADOPTION OF PROPERTY MAINTENANCE CODE:

The village has adopted by ordinance and incorporated by reference into this chapter as the property maintenance code of the village of Western Springs, Cook County, Illinois, the code entitled the International Property Maintenance Code including appendix A, 2018 edition, as published by the International Code Council (ICC), except as amended in this chapter or by the publisher. One Copy of the international property maintenance code, 2018 edition, and all of its regulations are on file in the office of the village clerk and are kept available for public use, inspection and examination in accordance with 65 Illinois Compiled Statutes 5/1-3-2.

9-12-2: AMENDMENTS TO CODE:

The following sections of the international property maintenance code, 2018 edition, are amended as follows:

Section 101.1 Title: Insert in parentheses (village of Western Springs).

Section 102.3 Application of other codes – Replace the following text:

2014 Illinois State Plumbing Code in place of International Plumbing Code.

Western Springs Development Control Ordinance in place of International Zoning Code.

Part 2 Administration and Enforcement – Sections 103 through 105 and Sections 111 through 112 shall be deleted in their entirety.

106.4 Violation Penalties– Replace the following text:

Any person who violates any of the provisions of this chapter shall be subject to a fine of not more than seven hundred fifty dollars (\$750.00) for each violation for each day that the violation continues, and each day that the violation continues shall be deemed a separate offense subject to a separate penalty. Such a fine shall be in addition to any other fee or charge authorized pursuant to the terms of this chapter.

Section 107.3 - Method of Service – Replace the following text:

Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy is delivered personally.
2. A copy is sent by certified, registered, or regular mail addressed to the owner at the last known address.
3. A copy is delivered electronically, facsimile, text message,.
4. A copy is delivered in any other manner as prescribed by local law.

If the letter or email is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure or property affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure or property shall constitute service of notice upon the owner.

Section 201.3 Terms defined in other codes – Replace the following defined terms:

2014 Illinois State Plumbing Code in place of International Plumbing Code.

Western Springs Development Control Ordinance in place of International Zoning Code.

Section 301.3 Vacant structures and land – add the following sub-section

301.3.1 Vacant structure windows and glazing:

The following standards shall apply to all vacant commercial property or space located on the first or ground floor level:

1. **Window Displays:** Any commercial property or space located on the first or ground floor level that remains vacant for more than 30-days shall, within 30-days from the initial vacancy, erect a decorative window display depicting a cultural, educational, historical, municipal or other community related theme in all windows facing the street, public right of way or any public sidewalk. Any decorative window display shall have as its backdrop a screen, blind, curtain, partition, or some other article preventing a clear view into the interior of the vacant property. The village will cooperate in facilitating compliance with this requirement, if requested by the property owner, and will provide guidance as to appropriate and approved themes.
2. **Construction Vacancies:** Any commercial property or space located on the first or ground floor level that will be vacant due to construction on or within the property and where a valid building permit has been obtained and is displayed must, within 30-days from the initial vacancy, either erect window displays pursuant to #1 of this subsection, or erect temporary backdrops in all windows, consisting of either screens, blinds, curtains, partitions, or other approved articles preventing a clear view into the interior of the property or space under construction.
3. **Actions Prohibited:** No windows or glazing of any vacant commercial property shall be covered with butcher block paper or black paper, plastic garbage bags or similar material and no soaping or similar appliques of windows or glazing shall be permitted.
4. **Signs:** All existing signs on vacant commercial properties shall be maintained in good order, and shall comply with all provisions of Chapter 10 of the Village of Western Springs Development Code and any exterior business signs and window signs relating to a closed business shall be removed within 30-days of the closing of the business. Any signs that are yellowed or damaged from excessive age or exposure to sunlight, heat, cold or water or other liquids shall be removed immediately. In addition, "For Lease" signs and signs advertising future tenants shall be permitted to be displayed on vacant commercial properties, subject to the same conditions and provided they contain clear and accurate contact information and comply with all provisions of Chapter 10 of the Village of Western Springs Development Code.

Section 302.4 Weeds – Insert 8-inches high in place of bracketed text.

Section 304.7 Roofs and drainage – Add the following text:

Roof gutter downspouts shall be discharged to a grassy surface in a manner that does not create a public nuisance and shall be located within 5-feet of the building wall and may not discharge directly onto adjoining properties or the public way.

Section 304.14 Insect Screens – Insert April 01 to November 01 in place of bracketed text.

Section 304.4 Structural members – Add the following text:

The Building Code Official may require the building owner to engage the services of an Illinois Licensed Structural Engineer or Architect to assess and review any existing structural condition that may be brought to question, in conformance with that outlined in section 304.1.1

Section 305.2 Structural members – Add the following text:

The Building Code Official may require the building owner to engage the services of an Illinois Licensed Structural Engineer or Architect to assess and review any existing structural condition that may be brought to question, in conformance with that outlined in section 305.1.1

Section 306.1 General – Add the following text:

The Building Code Official may require the building owner to engage the services of an Illinois Licensed Engineer or Architect to assess and review any existing condition that may be brought to question, in conformance with that outlined in section 306.1.1

Section 308.3.2 Containers – Add the following text:

Containers shall be located out of view from the public way or screened in compliance with Title 5, Chapter 4, Section 5-4-2 (C) and Title 10, Chapter 4, Section 10-4-4 (E)(2) of the Western Springs Code of Ordinances, as applicable.

Containers of any type that are 1-cubic yard or larger in size shall be located on the private property with a 10-foot minimum separation from the principal structure.

Temporary 'Roll-off' style and similar containers that are 4-cubic yard or larger in size nor soft style dumpster bags 3-cubic yards or larger in size shall not be retained on the private property longer than 15-days, unless part of lawfully permitted work or as otherwise approved in writing by the Building Official or their designee.

At no time shall any container type 1-cubic yard or larger be placed on the roadway or on the public right-of-way unless otherwise approved in writing by the Community Development or Municipal Services Director or their designee.

Section 502.5 Public toilet facilities – Replace the following text:

2014 Illinois State Plumbing Code in place of International Plumbing Code.

Section 505.1 General – Replace the following text:

2014 Illinois State Plumbing Code in place of International Plumbing Code.

Section 506.3 Grease interceptors – Replace with the following text:

Grease interceptors and automatic grease removal devices shall be maintained in accordance with the State of Illinois Department of Public Health Plumbing Code, applicable Cook County Department of Public Health regulations and the manufacture's installation and maintenance instructions.

Section 507.1 General – Replace with the following text:

Roof gutter downspouts shall be discharged to a grassy surface in a manner that does not create a public nuisance and shall be located within 5-feet of the building wall and may not discharge directly onto adjoining properties or the public way.

Drainage from paved areas, patios, yards and courts, and other open areas on the property, shall not be discharged or directed in a manner that creates a public nuisance or directly onto the public way.

Sump pump point of discharge shall be to a grassy surface, unless otherwise approved by the Village Engineer, in a manner that does not create a public nuisance and shall be located within 5-feet of the building wall and may not discharge directly onto adjoining properties or the public way.

Section 602.1 Facilities required – Replace with the following text:

Permanent heating facilities shall be provided in structures as required by this section.

Section 602.3 Heat Supply: Insert September 15 to May 30 in place of bracketed text.

Section 602.4 Occupiable work spaces: Insert September 15 to May 30 in place of bracketed text.

Section 603.1 Mechanical equipment and appliances – Add the following text:

Equipment and appliances provided with the intent of providing heat for compliance with Sections 602.2 / 602.3 / 602.4 shall be permanently installed in accordance with the equipment design and listing.

Section 605.2 Receptacles – Replace text with the following:

Every habitable space in a dwelling shall contain not less than two separate and remote receptacle outlets along the wall. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain not less than one GFCI protected receptacle. Kitchens shall be provided not less than two GFCI protected receptacles serving the countertop. All receptacle outlets shall have the appropriate faceplate cover for the location. Ungrounded receptacle devices that require replacement shall be provided with a GFCI protected device labeled with 'no equipment ground' or single GFCI device labeled and upstream of the circuit of the other ungrounded receptacles.

Section 704.6 and 704.7 Single- and multiple-station smoke alarms – Add the following text:

Dwelling units, as defined by the State of Illinois, shall also comply with the IL Smoke Detector Act (425 ILCS 60/) and all provisions thereof, to include provision that all devices be powered by 10-year sealed battery, unless exceptions otherwise apply per the statute.

Section 705.1 General – Add the following text:

Dwelling units, as defined by the State of Illinois, shall also comply with the IL Carbon Monoxide Alarm Detector Act (430 ILCS 135/) and all provisions thereof, unless exceptions otherwise apply per the statute.

Section A101.1 General – Replace text with the following:

In the event of fire or other natural or man-made calamity that causes damage to an existing structure, windows, doors and similar fenestrations shall be boarded and covered up in an approved manner to prevent entry by unauthorized persons and generally protect the structure from climate and weather. Covering shall be painted to correspond to the color of the existing structure and shall not be retained in place longer than 30-days, unless otherwise approved in writing by the Community Development Director or their designee.

Add Subsection - A103.6 Roofs

Damaged roofs shall be covered as necessary with an appropriate material compatible with the existing roof and structural support system and secured as necessary in an approved manner to prevent inadvertent displacement by wind or other means. Covering shall not be retained in place longer than 30-days, unless otherwise approved in writing by the Community Development Director or their designee.

CHAPTER 11

SWIMMING POOL AND SPA CODE

SECTION:

9-11-1: Adoption Of Swimming Pool and Spa Code

9-11-2: Amendments To Code

9-11-1: ADOPTION OF SWIMMING POOL AND SPA CODE:

The village has adopted by ordinance and incorporated by reference into this chapter as the swimming pool and spa code of the village of Western Springs, Cook County, Illinois, the code entitled the international swimming pool and spa code, 2018 edition, as published by the International Code Council (ICC), except as amended in this chapter or by the publisher. One Copy of the international swimming pool and spa code, 2018 edition, and all of its regulations are on file in the office of the village clerk and are kept available for public use, inspection and examination in accordance with 65 Illinois Compiled Statutes 5/1-3-2.

9-11-2: AMENDMENTS TO CODE:

The following sections of the International Swimming Pool and Spa Code 2018 edition, are amended as follows:

Section 101.1 Title - Insert "the Village of Western Springs" in the second line of this section.

Any reference in said code to the "name of jurisdiction" shall mean the Village of Western Springs.

Any reference in said code to "name of state" shall mean the state of Illinois.

Part 2 Administration and Enforcement – Delete Sections 103 through 108 in their entirety.

Section 306 Decks – Add the following sub-section:

306.1.1 Required Perimeter – All pools and spas shall generally be provided a 3-foot minimum clear walking surface and clear level access around the entire perimeter of the pool or spa edge. In-ground private residential pools shall be provided a 3-foot minimum clear walking surface provided composed of paver, concrete or other approved hardscape material around the entire perimeter of the pools edge.

Section 302 Electrical, Plumbing, Mechanical and Fuel Gas Requirements – Add the following text:

Replace all references to the International Plumbing Code with the 2014 Illinois State Plumbing Code.

Chapter 11 Referenced Standards – Add the following text:

Replace all references to the International Plumbing Code with the 2014 Illinois State Plumbing Code.

305.1 General – Replace text with the following:

The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools, spas or hot tubs.

Exception: Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346, the areas where those spas or hot tubs are located shall not be required to comply with Sections 305.2 through 305.7.

305.2.4 Mesh Fence as a barrier - Add the following text:

Mesh fencing shall only be permitted as a compliant barrier type for onground storable pools as regulated by this code that are not otherwise compliant with Section 305.5 for the required barrier provisions.

Sections 305.6 and 305.7 shall be deleted in their entirety.

Section 318 Water Supply – Add the following sub-section:

318.1.1 Fill water – Pool fill water shall be potable and not obtained directly from a public water source (e.g. fire hydrant). Pool fill water shall only be from a privately metered water source or provided via alternate privately contracted source (e.g. delivery via water tanker).

Section 320.1 Backwash water or draining water – replace text with the following:

Pool water that is drained shall be dechlorinated and PH neutral and permitted only to be discharged onto the private property grass or into the public sanitary sewer system. At no time shall pool water be discharged into the public storm water sewer system unless express written approval is granted in advance by the Village of Western Springs Director of Municipal Services.

CHAPTER 12 EXISTING BUILDING CODE

SECTION:

9-12-1: Adoption Of Existing Building Code

9-12-2: Amendments To Code

9-12-1: ADOPTION OF EXISTING BUILDING CODE:

The village has adopted by ordinance and incorporated by reference into this chapter as the existing building code of the village of Western Springs, Cook County, Illinois, the code entitled the international existing building code, 2018 edition, as published by the International Code Council (ICC), except as amended in this chapter or by the publisher. One Copy of the international existing building code, 2018 edition, and all of its regulations are on file in the office of the village clerk and are kept available for public use, inspection and examination in accordance with 65 Illinois Compiled Statutes 5/1-3-2.

9-12-2: AMENDMENTS TO CODE:

The following sections of the International Existing Building Code 2018 edition, are amended as follows:

Section 101.1 Title - Insert "the Village of Western Springs" in the first line of this section.

Any reference in said code to the "name of jurisdiction" shall mean the Village of Western Springs.

Any reference in said code to "name of state" shall mean the state of Illinois.

Part 2 Administration and Enforcement – Delete Sections 103 through 106 and Sections 108 through 114 in their entirety.

Section 202 General Definitions – Add the following text:

Fire Area: The aggregate floor area bounded by the exterior walls of a building; regardless of fire walls, fire barriers, or fire resistance-rated horizontal assemblies. The area shall not be subdivided into multiple fire areas to permit the omission of automatic fire sprinklers.

Section 302 General Provisions – Add the following sub-section:

302.7 Fire Sprinkler Requirement: An automatic fire sprinkler system, including a manual fire alarm system, shall be installed throughout the existing building in use groups A, B, E, H, I, M, S, F and U (commercial, institutional, or mixed use commercial/residential) in compliance with the most current applicable NFPA code for the following: additions and alterations exceeding 2,500 square feet in gross floor area, additions in buildings resulting in an overall gross area of 2,500 square feet or greater alterations to existing buildings (exceeding a gross floor area of 2,500 square feet).

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLE 9 (BUILDING REGULATIONS) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATED TO BUILDING CODE.

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 23rd day of February, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 23rd day of February, 2026

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 23rd day of February, 2026

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: February 9, 2026

AGENDA ITEM 9.A.

To: Board of Trustees

From: Inga Cebelis, Staff Engineer, Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager

RE: (Discussion only) Woodland Avenue Reconstruction - Lead Service Line Replacement Easement Agreements

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on February 3, 2026 and recommended the approval of temporary construction easements for eight properties (4539, 4558, 4560, 4564, 4604, 4625, 4630, and 4640 Woodland Avenue) located within the Woodland Avenue Reconstruction project limits to allow for the replacement of lead water service lines.

Summary

A new 8" water main is being installed on Woodland Avenue as a part of the Woodland Avenue Reconstruction Project ("Project"). The Project also includes the installation of new water service lines from the new water main to the buffalo box in the parkway for each residence. State law mandates that if an existing home has a lead water service line that the service line must be replaced from the new main all the way to the meter inside the home with a new copper service line. The Project plans include provisions to complete this work at eight residences that are currently known to have lead water service lines. In order to facilitate the construction of these improvements by the Village contractor on private property, an easement agreement needs to be executed by the property owner and the Village. Staff provided copies of the easement agreement to the eight properties via US Mail earlier this month. The Village Board must approve the easement agreement before the Village can execute the document. This is the same agreement that was used during the recent IEPA Loan Lead Service Line replacement program that was completed in 2025. There is no cost to the Village to obtain the easement and there is no cost to the homeowner for the lead service line replacement work.

Financial Impact

The easements are being obtained at no cost. The lead service line replacement work was included in the Project plans and specifications and the Project was included in the 2026 Fiscal Year Budget.

Recommended Motion

I move to approve temporary construction easements for eight properties (4539, 4558, 4560,

4564, 4604, 4625, 4630, and 4640 Woodland Avenue) located within the Woodland Avenue Reconstruction project limits to allow for the replacement of lead water service lines.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

- 1. Woodland 26' Easement Properties Template

Prepared by:
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606-2903
Attorney: Anne Skrodzki

On Behalf Of:
The Village of Western Springs

[Above space for Recorder's Office]

**TEMPORARY ACCESS AND CONSTRUCTION EASEMENT
FOR LEAD WATER SERVICE LINE REPLACEMENT AS PART OF
THE 2025 WOODLAND AVENUE RECONSTRUCTION PROJECT**

This TEMPORARY ACCESS AND CONSTRUCTION EASEMENT ("Agreement") is dated this ____ day of _____, 2026 ("Effective Date") and entered into by the Village of Western Springs, an Illinois non-home rule municipal corporation ("Village"), with its principal place of business located at 740 Hillgrove Avenue, Western Springs, Illinois 60558, and the property owner of record **4640 Woodland Avenue PIN 18-06-420-029-0000** (the "ADDRESS Owner" or "Owner"). The Village and the ADDRESS Owner are at times referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Village has applied for bonds from the State of Illinois and will utilize part of the amount for a project identified as the 2025 Woodland Avenue Reconstruction Project (hereinafter referred to as the "Project"), under which the Village would provide for the replacement of the private portion of lead water service pipes at certain residential and non-residential properties within the Village, the private portion of a water service pipe being that portion of the water service pipe connecting a metered property to the accessible water main located in the front yard public rights-of-way; and

WHEREAS, in order to protect the water supply to and the health, welfare and safety of the property owners and the residents of these residences, the Project consists of the Village taking steps to abandon in place the lead service lines and arranging for the installation of new private water service lines to connect the residences to the accessible water main located in the front yard public rights-of-way, which will eliminate the potential exposure to the known water contaminant, lead, and comply with the Illinois Lead Service Line Replacement and Notification Act ; and

WHEREAS, the following eight (8) residences or properties on Woodland Avenue shall be part of the Lead Water Service Line Replacement as part of the Project:

4539 Woodland Avenue
4558 Woodland Avenue
4560 Woodland Avenue
4564 Woodland Avenue

4604 Woodland Avenue
4625 Woodland Avenue
4630 Woodland Avenue
4640 Woodland Avenue

(Collectively the "Project Properties"); and

WHEREAS, any unknown or lead service identified in the Village of Western Springs Lead Service Line Inventory and included in this project shall be verified before installation; and

WHEREAS, subject to reimbursement from certain bonds that has been applied for and the Water Fund fees, the Village agrees to pay for the costs of abandoning in place the existing lead service lines that serve the Project Properties and the costs of accessible water main tap-ons and installing and connecting at a minimum 1.5" inch copper private water service lines from the accessible water main located in the front yard public right-of-way water main lines to the water meter of each of the Project Properties, including all of the construction costs related to the installation of new water line, tree trimming or removal costs, backfill costs and grass/sidewalk/driveway restoration costs, street restoration ,and

WHEREAS, as part of the public benefit of this Project, the Village agrees to waive the permit fee and water tap-on fee required to be paid by the owners of the Project Properties. For any other additional or future sewer and water service line connections, the sewer and water tap-on fees (if applicable) and the user and permit fees relating to sewer and water installations and services shall be paid by the owners of the Project Properties based on those charges generally applicable in the Village for similar installations or services at the time that the fees or charges are due. The Village will use Village funds to pay for the Project Costs; and

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration, which is acknowledged, the Parties agree as follows:

1. Incorporation. Each of the Whereas paragraphs above in the Recitals are incorporated by reference into Section 1 of this Agreement.
2. Project. The Village agrees to complete the Project work regarding the Project Properties and pay the costs of the Project work regarding the Project Properties, including any repair work to the exterior foundation. The Owner, at his/her/its/their own cost, is responsible for any interior plumbing modifications or improvements as well as any repair work to and painting of interior drywall or other interior walls that are required to accommodate the new water service line.
3. Temporary Access and Construction Easement. Under this Agreement, the Owner, at no charge, provides a temporary, non-exclusive access and construction easement, under, over, across and on his/her/its/their Property, to allow the installation, placement, construction and exterior restoration work to be performed as part of the Project (the "Temporary Access and Construction Easement Area"). The Village and its employees, consultants and contractors and subcontractors and their equipment are authorized, on an as-needed basis, to travel on and over the Temporary Access and Construction Easement Area to perform work to complete the Project during the hours set forth in the Limitation On Construction Noise regulations (Section 5-2-3) of the Village Code, in order to enable the Property to receive water service from the new private water service line. Subject to the

limitations of Section 2 (Project) above, the Village agrees to repair any damage and restore any disruption caused to the Temporary Access and Construction Easement Area to its pre-Project condition with like-kind and like-quality materials. The temporary, non-exclusive access and construction easement shall expire upon written notice from the Village of the final completion of the Project.

4. Entire Agreement; Amendment or Modification. This Agreement contains the entire agreement of the Village and the Owner pertaining to the Project, and supersedes all previous representations, promises, agreements and understandings, written or oral. This Agreement may only be amended or modified in writing and executed by both the Village and the Owner.
5. Applicable Law. This Agreement shall be governed and controlled, as to the validity, enforceability, interpretation, construction, effect in all other respects, including, but not limited to, the legality of interest charged hereunder, by the statutory laws and decisions of the State of Illinois. The laws of the State of Illinois shall apply in all respects to matters related to the enforcement of this Agreement.
6. Severability. Every provision of this Agreement is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.
7. Binding Agreement. The terms of this Agreement shall be binding upon and inure to the benefit of the Village and the Owner hereto and their successors and assigns. The payment obligations of this Agreement shall run with the land until the final assessed Reimbursement Fee, including accrued interest, is paid in full.
8. Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification. The Owner covenants and agrees as follows:
 - a. Hold Harmless and Indemnification. The Owner agrees to defend, indemnify and hold forever harmless the Village and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including the Owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) for any matters arising out of or relating to matters covered under this Agreement. The scope of the above hold harmless and indemnification provision includes any liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including the Owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent), for portions of the water service line outside or inside of the Owner's residence that contains lead, lead solder, lead-based fittings or lead-based components.
 - b. Waiver Of Claims. The Owner agrees to waive and relinquish any and all claims or causes of action of any kind that it or its officers, employees, volunteers and agents may have against the Village and the Village Affiliates arising out of or relating to the Project, including the installation of the private water service lines, and any matters arising out of or relating to matters covered under this Agreement. The scope of the above waiver of claims provision includes any claims and causes of action brought by any person, including the Owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent), for portions of the water service line outside or inside of the Owner's residence that contains lead, lead solder, lead-based fittings or lead-based components.

- c. Release From Liability. The Owner fully releases and discharges the Village and the Village Affiliates from any and all claims or causes of action of any kind, including but not limited to illness, injury, death, damages or losses which the Owner may have, or any matters arising out of or relating to matters covered under this Agreement. The scope of the release from liability provision includes any claims and causes of action brought by any person, including the Owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent), for portions of the water service line outside or inside of the Owner's residence that contains lead, lead solder, lead-based fittings or lead-based components.
9. Disclaimer Of Warranties/Limitation Of Liability; Disclaimer Regarding Presence of Lead.
- a. Disclaimer Of Warranties/Limitation Of Liability. The Owner acknowledges that the Village shall hire the contractor to complete the Project and that the contractor shall provide a written limited warranty in regard to all work, pipes, valves, fittings, equipment, facilities, features, repair, maintenance to, and any and all goods and services provided or to be provided to the Owner by the chosen contractor. Additionally, the Owner agrees that the Village is not providing any express or implied warranties of merchantability and fitness for a particular purpose or all other type of warranties, express or implied, and that the only warranties provided under this transaction are provided by the contractor. The Village expressly excludes and disclaims any and all warranties, guarantees or representations whatsoever, express or implied, oral, written or otherwise related to the Project, including any pipes, valves, fittings, equipment, facilities, features, repair, maintenance to, and any and all goods and services provided or to be provided to the Owner by the chosen contractor. There are no warranties that extend beyond the description above. All questions of liability shall be resolved according to applicable State and federal laws. NOTE: THE WATER SERVICE LINE WORK PERFORMED BY THE VILLAGE'S CONTRACTOR WILL INCLUDE A ONE (1) YEAR WARRANTY THAT COMMENCES ON THE DATE OF FINAL PAYMENT BY THE VILLAGE TO THE CONTRACTOR FOR COMPLETION OF THE WORK.
- b. Disclaimer Regarding Presence of Lead. The Owner acknowledges that despite the installation of a new copper water service line as part of this Project, there may be portions of the water service line outside or inside of the Owner's residence that contains lead, lead solder, lead-based fittings or lead-based components. The Village expressly excludes and disclaims any and all warranties, guarantees or representations whatsoever that after completion of the Project the Owner's water service line will be "lead-free", express or implied, oral, written or otherwise related to the Project, including that all pipes, valves, fittings, equipment, facilities and components will be "lead-free".
10. Complete Defense. It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Owner or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
11. Compliance With Laws. The Village agrees to observe and comply with all federal, State and local laws, codes and ordinances applicable to the Project. The Parties to this Agreement shall comply with all applicable federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
- a. Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this 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 this 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 has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has either 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.

- b. 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)). If applicable, 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. Admin. 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. If applicable, 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. Admin. Code 750.160).
- c. Conflict of Interest. Each Party represents and certifies that, to the best of their own respective knowledge: (1) no employee or agent of the Village is interested in the business of the other Party or this Agreement; (2) as of the date of this Agreement, neither Party nor any person employed or associated with either Party has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Party nor any person employed by or associated with either Party shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

12. Illinois Freedom of Information Act. The Parties agree to cooperate in good faith to respond to any Freedom of Information Act request (5 ILCS 140/) ("FOIA") filed in regard to the Project.

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- 13. Enforcement of this Agreement. If either Party has to file a legal action to enforce the provisions of this Agreement, the prevailing Party shall receive its court filing fees, attorney fees and litigation-related expenses.
- 14. Termination. This Agreement shall terminate upon completion of or satisfaction of the respective obligations of the Parties set forth in this Agreement.
- 15. Effective Date. The Effective Date of this Agreement shall be the date on which the last signatory executes this Agreement.

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

Village of Western Springs

Property Owner of Record

By: _____
Heidi Rudolph, Village President

By: _____
Name: _____

Date: _____, 2026

Date: _____, 2026

4640 Woodland Avenue PIN 18-06-420-029-0000

DRAFT



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: February 9, 2026

AGENDA ITEM 9.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) Professional Services Agreement with Robinson Engineering, Ltd. for Water Valve Replacement Design

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on February 3, 2026 and recommended the approval of a Professional Services Agreement with Robinson Engineering Ltd. to provide services related to the design and construction engineering of water valve replacements for an amount not to exceed \$46,500.00.

Summary

Attached for review is a proposal from Robinson Engineering, Ltd. to provide design and construction engineering services for water valve replacements in various locations throughout the Village. As part of this proposal, Robinson Engineering would provide the following scope of services:

- Design Engineering Bid Package (Lump Sum) \$22,400
- Construction Engineering and Oversight (T&M) \$19,700 (Not to exceed)

Robinson has previously provided both design engineering and construction management for projects in 2024 and 2025.

Financial Impact

Account 4801365 50331 (Design Engineering) and 50332 (Construction Engineering)

Fund Referendum

2026 Budget \$20,000 (50331)

 \$10,000 (50332)

Project Cost As required

Recommended Motion

I move to approve a Professional Services Agreement with Robinson Engineering Ltd. to provide services related to the design and construction engineering of water valve replacements for an amount not to exceed \$46,500.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2025 Western Springs - Water Valve Replacement Design Proposal

September 11, 2025

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

Attn: Matthew Supert, Director of Municipal Services

RE: **Proposal for Professional Engineering Services**
Water Valve Replacements – Various Locations, Design & Construction Engineering

Dear Mr. Supert:

Robinson Engineering, Ltd. (REL) is pleased to present this proposal for the design of water valve replacements. REL appreciates this opportunity to participate in this project that is important to the Village of Western Springs (Village). We take great pride in partnering with our clients to achieve their goals and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Proposed Project Schedule, Items Requested from the Village, Payment Terms, Standard Terms and Conditions, and Standard Billing Rates.

PROJECT OVERVIEW

The goal of this project is to remove and replace existing water valves that no longer function properly. REL will prepare bidding documents and solicit bids for water valve replacements at various locations in the Village's water distribution system. REL will respond to contractor's questions during the bidding phase, and issue addenda to the bid documents if required. REL will attend the bid opening, prepare the bid tabulation and assist the Village with evaluating the bids. This project also requires construction oversight and management services to verify that the valves and valve boxes are installed, fully operational, restoration and punch list items are properly addressed, and that pay requests are verified and processed.

SCOPE OF SERVICES

REL will provide the following scope of services:

A. Design Engineering Bid Package

1. Prepare bid specifications
2. Generate Engineer's opinion of probable cost of construction
3. Prepare map exhibits and 90% bid document submittal (for client review)
4. Perform QA/QC and prepare final bidding documents
5. Provide bid assistance / advertising / respond to contractor questions
6. Evaluate prequalification statements
7. Issue addenda (where appropriate)
8. Attend bid opening / prepare bid tabulation
9. Assist the Village with evaluating bids
10. Provide project management and attend meetings

September 5, 2025
Proposal for Professional Engineering Services
Water Valve Replacements – Various Locations, Design & Construction Engineering

PROPOSED PROJECT SCHEDULE

<u>Sequence</u>	<u>Task</u>	<u>Start Date</u>	<u>Target End Date</u>
A.	Design Engineering Bid Package	29-Sep-25	21-Nov-25
B.	Advertise for Bids	26-Nov-25	10-Dec-25
C.	Evaluate Bids, Prepare Bid Tab, Award Recommendation	10-Dec-25	12-Dec-25

All dates are assuming an authorization to proceed will occur on or before September 22, 2025

ITEMS REQUESTED FROM THE VILLAGE

- Updated GIS data files for water valve vaults and valve box locations
- Coordination for bid opening, contract award

PAYMENT TERMS

For the above scope of services REL proposes payment terms as summarized below. This fee is based on our understanding of the project scope and experience with similar projects. This fee will be billed monthly as the work is completed. Any other work not listed in the above scope of services and as requested and authorized by the Village of Western Springs will be billed at our standard hourly rates.

Design Engineering Bid Package (Lump Sum)	\$22,400
Construction Engineering and Oversight (T&M)	<u>\$19,700</u>
Total	\$46,500

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

STANDARD BILLING RATES

The 2025 Standard Billing Rates effective January 1, 2025, and subject to revision January 1, 2026, are attached hereto and incorporated herein.

September 5, 2025
Proposal for Professional Engineering Services
Water Valve Replacements – Various Locations, Design & Construction ;Engineering

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to contact me with the information provided below if you have any questions regarding this proposal, or if any additional information is needed.

Very Truly Yours,



Greg A. Kamplain
Project Engineer
(815) 412-2016
gkamplain@reltd.com

U:\Sullivan_PROPOSALS\Western Springs\2025 Valve Replacement Program Bid\2025 Western Springs - Water Valve Replacement Design Proposal.docx

xc: Christopher Breakey, Superintendent of Public Works, Village of Western Springs
Joseph Sullivan, Senior Project Manager, Robinson Engineering Ltd.
Jeff C. Pintar, PE, CFM, Director of Municipal Services, Robinson Engineering Ltd.

Accepted this _____ day of _____2025.

By: _____
Signature

Printed Name, Title

ROBINSON ENGINEERING, LTD (“REL”) STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions (“Agreement”).

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL’s services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client’s consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL’s estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL’s compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL’s services is impaired, or REL’s services are delayed or suspended, then the time for completion of REL’s services, and the rates and amounts of REL’s compensation, shall be adjusted equitably.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL’s scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL’s services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL’s independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL and REL’s independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL and REL’s independent professional associates or consultants either before or after the termination date.

OPINION OF PROBABLE COSTS – REL’s opinions of probable Construction Cost (if any) are to be made on the basis of REL’s experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

REUSE OF PROJECT DOCUMENTS – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client’s sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL’s independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL’s independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, control, or have authority over any contractor’s work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor’s furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project. If applicable, the Client shall ensure that REL and REL’s independent professional associates or consultants are named on any contractor’s General Liability Policy on a primary and non-contributory basis.

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL’s independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL’s insurers or in settlement or satisfaction, in

Client’s Initial: _____

Date: _____

whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

INDEMNIFICATION – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

MUTUAL WAIVER – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

DIGITAL TRANSMISSIONS – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

TERMS OF PAYMENT – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: _____ Date: _____



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: February 9, 2026

AGENDA ITEM 9.C.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent

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

RE: (Discussion only) Waiver of the Bidding Process and Vendor Contract with Sole-Source Provider Filtration Services, LLC for the Procurement of Parts and Service for the Amiad Iron Removal System

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on February 3, 2026 and recommended the approval of a waiver of the bidding process and vendor contract with sole-source provider Filtration Services, LLC in the procurement of parts and services for the Amiad iron removal systems.

Summary

Eric Jennings, owner of Filtration Services, LLC is the authorized and certified specialist of Amiad Water Systems to acquire parts and service the AMF product line.

The master Amiad iron removal unit that filters water from Well number 3 and removes larger-sized particles of iron needs a new piston assembly. Without this on the master unit, the system cannot function. The part has been ordered and is expected to arrive by mid-April at the latest.

The Village is also purchasing additional filtration cassettes and the replacement screens to stock at the water treatment plant. Two of the four cassettes were changed last fall and each Amiad unit houses four cassettes.

Filtration Services, LLC is expected to service the Amiad system for Well 3 between February 4-6, 2026.

Financial Impact

Account 4302510 55250

Fund Water

2026 Budget \$95,700

Project Cost As required

Recommended Motion

I move to approve a waiver of the bidding process and vendor contract with sole-source provider Filtration Services, LLC in the procurement for spare parts, repair, and service to the

Amiad iron removal units for an amount not to exceed \$95,700.

Strategic Plan Alignment

Infrastructure Improvements

Public Safety and Community Engagement

File Attachments

1. Aimad AMF Letter
2. Estimate_1093_from_Filtration_Services_LLC
3. Estimate_1096_from_Filtration_Services_LLC

January 14, 2026

To whomever it may concern,

Eric Jenkins is a certified Amiad AMF specialist and is authorized to provide all types of parts and service to the AMF product line.

Best Regards,

Rafi Kahane

Amiad USA technical support manager.

Main Office and Manufacturing

📍 120-J Talbert Road,
 Mooresville, NC 28117
 Toll Free: 1 800 24 FILTER

www.amiad.com

☎ 1 704 662 3133

📠 1 704 662 3155

✉ info@amiadusa.com

ESTIMATE

Filtration Services, LLC
9 Volcanic Hill Rd
Sussex, NJ 07461

Eric@filtration-services.com
+1 (862) 354-1946

Bill to

Village of Western Springs
740 Hillgrove Ave.
Attn: Ron Derengowski, Water Plant
Superintendent
Western Springs, IL 60558 USA

Estimate details

Estimate no.: 1093
Estimate date: 01/12/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/12/2026	Parts	1 set of cassette packages complete 2 micron Amiad AMF370	1	\$78,500.00	\$78,500.00
2.	01/12/2026	Parts	Replacement screen for pre filter after booster pump.	2	\$850.00	\$1,700.00
3.	01/12/2026	Parts	Improved 100mm piston assembly AMF 370	1	\$5,700.00	\$5,700.00
4.	01/12/2026	Shipping	Shipping estimate with air freight	1	\$3,800.00	\$3,800.00

Total **\$89,700.00**

Note to customer

Delivery estimate on cassette packages and Piston assembly 60-90 days

Accepted date

Accepted by

ESTIMATE

Filtration Services, LLC
9 Volcanic Hill Rd
Sussex, NJ 07461

Eric@filtration-services.com
+1 (862) 354-1946

Bill to

Village of Western Springs
740 Hillgrove Ave.
Attn: Ron Derengowski, Water Plant
Superintendent
Western Springs, IL 60558 USA

Estimate details

Estimate no.: 1096
Estimate date: 01/27/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/27/2026	Service Call	Service call to remedy no flush condition of Master filter on well 3 Amiad. Also attempt to repair 100mm cylinder to get Master and Slave filters back online. 2 days travel and 3 days onsite, travel expense included.	1	\$6,000.00	\$6,000.00

Total **\$6,000.00**

Note to customer

Delivery estimate on cassette packages and Piston assembly 60-90 days

Accepted date

Accepted by



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: February 9, 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) Waiver of the Bidding Process and Vendor Contract with Sole-Source Provider Ferguson Waterworks for the Purchase of Water Meters and Accessories.

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on February 3, 2026 and recommended the approval of a waiver of the bidding process and vendor contract with sole-source provider Ferguson Waterworks for the purchase of water meters and accessories.

Summary

Ferguson Waterworks is the sole-authorized distributor of Neptune water meters, their accessories, software, and equipment throughout Northern Illinois, which includes Western Springs, as part of their territory.

In 2025, Community Development issued thirty-one new single-family home permits and twenty-five remodel/addition permits. Twenty-five new water meters were issued. At the end of the year, ten new single-family units, nine additions, and one commercial build-out were in the review queue. The Village is also anticipating the project to break ground for the new twenty-nine town homes at the former 5600 Wolf Rd. property.

The purchase of \$22,822.08 from Ferguson Waterworks will restore inventory of the meters and the accessories in anticipation of the existing and future permits that will require a new water meter, its components, and the meter reading device. This amount will be recaptured throughout the year by the collection of fees from Community Development. A future purchase in late summer or fall is expected once this inventory is diminished.

Water Meter and Accessory Purchase			
Quantity	Item	Item Cost	Total Cost
10	1" Mach Meters	\$319.59	\$3,195.90
16	1.5" Mach Meters	\$792.88	\$12,686.08
10	1" Connections	\$65.00	\$650.00
16	1.5" Brass Flange Kit	\$223.60	\$3,577.60
25	R900 RF	\$108.50	<u>\$2,712.50</u>

MIU's

Total: **\$22,822.08**

Financial Impact

Meter Replacement

4304510 62031

\$22,822.08

Water Fund

Recommended Motion

I move to approve a waiver of the bidding process and vendor contract with sole-source provider, Ferguson Waterworks for the purchase of water meters and their accessories for an amount not to exceed \$22,822.08.

Strategic Plan Alignment

N/A

File Attachments

1. 2026 Pricing
2. Western Springs Sole Source

Meters

¾" S.L. Mach 10 Gallons Meter (pit set only)	\$249.63
1" Mach 10 Gallons Meter (pit set only)	\$319.59
1 ½" Mach 10 Gallons Meter (pit set only)	\$792.88
2" Mach 10 Gallons Meter (pit set only)	\$845.35
3" x 17" Mach 10 Meter Gallons (Pit Set)	\$3,177.35
4" x 20" Mach 10 Meter Gallons (Pit Set)	\$4,139.30

Accessories

¾" Connections (per pair) (includes gasket) (Lead Free)	\$49.40
1" Connections (per pair) (includes gasket) (Lead Free)	\$65.00
1 ½" Brass flange kit (Lead Free)	\$223.60
2" Brass flange kit (Lead Free)	\$234.00
3" Flange kit (Cast Iron)	\$473.20
4" Flange kit (Cast Iron)	\$572.00
Rolls of Meter Wire (3con.22gauge) (1000Ft/Roll)	\$223.60
R900 RF MIU's (V4-wall version)	\$108.50

January 20, 2026

Ronald Derengowski
Village of Western Springs
740 Hillgrove Ave
Western Springs, IL60558

Ref.: [Ferguson Supply - Sole Authorized Distributor – Northern Illinois](#)

Neptune Technology Group Inc is pleased to affirm that Ferguson Supply is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment and software, Neptune water meters, meter interface units and Neptune parts.

Ferguson Supply is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Ferguson Supply representative, Anthony Gattuso 630-878-8475, your local Neptune representative, Pat Prasifka at 334-391-6128.

Sincerely,

Patrick Prasifka
District Manager



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: February 9, 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: (Discussion only) Waiver of the Bidding Process and Vendor Contract with Mohr Oil for Fuel Supply and Delivery

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on February 3, 2026 and recommended approval of a waiver of the bidding process and vendor contract with sole-source provider Mohr Oil for fuel supply and delivery for an amount not to exceed \$100,000.

Summary

Mohr Oil has been the supplier of fuel for the Village's fleet for several years. The current fueling system is automated and sends alerts to Mohr Oil when the fuel levels fall under a threshold. The alert then triggers a delivery. Fuel pricing is set at a market rate as established by the OPIS fuel price index plus a fixed profit overhead for fuel at the time of delivery. The Village is currently awaiting final pricing from Mohr and anticipates to have final information to present to the Village Board before the end of the month.

Financial Impact

Account 4103100 53410

Fund General

2026 Budget \$100,000

Project Cost As required

Recommended Motion

I move to approve a waiver of the bidding process and vendor contract with sole-source provider Mohr Oil for fuel supply and delivery for an amount not to exceed \$100,000.

Strategic Plan Alignment

File Attachments

1. Vendor Contract with Mohr Oil for Fuel Supply and Delivery [DRAFT]

**VENDOR CONTRACT FOR
GOODS, SUPPLIES AND SERVICES
(Contractor: Mohr Oil Co of Forest Park, Illinois)**

This Vendor Contract for Goods, Supplies and Services (the "Contract") is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and Mohr Oil Co of Forest Park, Illinois (the "Vendor"), and is dated as of _____, 202__. 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 Work 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 [Month Day, Year] (Invoice or Purchase Order 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 of 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 in order to release payments.
- vi. X The vendors price will be X% over the OPIS with the Village's total purchasing authority not to exceed \$100,000.

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 provide services for the Work until December 31, 2026 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 Contract, 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 Contract.
- 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 this 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 Village. In the event of non-receipt of funds marked for appropriation for this Work from the appropriate State agencies or nonappropriation 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"**,

- 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: _____, 2026.

ATTEST:

By: _____
Name: _____
Village Clerk

Date: _____, 2026.

VENDOR: MOHR OIL CO

By: _____
Name: _____
Authorized Corporate Officer

Date: _____, 2026.

NOTARY PUBLIC

By: _____

Date: _____, 2026.

SEAL / STAMP

Exhibit "A"

**Vendor's Invoice, Purchase Order or Agreement dated [Date]
(Invoice or Purchase Order No. XX-XXX)**

(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; Prevailing Wage Act.** 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 this 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, insurance policies and endorsements 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 to the Village’s own insurance 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 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 and any award of prevailing party attorney fees assessed against the Village or the Village Affiliates) 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
Mohr Oil Co
7340 Harrison St.,
Forest Park, IL 60130

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 _____, **President or Authorized Corporate Officer** of **[Company Name]**, [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 ____ day of _____, 2026.

Commission expires _____, ____.

Notary Public



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: February 9, 2026

AGENDA ITEM 9.F.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent

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

RE: (Discussion only) Water System Update

Recommendation

No action needed as this is an administrative report.

Summary

Water Quality Update

The Village received a notice from the Illinois Environmental Protection Agency (IEPA) on January 26, 2026, regarding the results of water quality testing. A public notice has gone out to the residents about a Maximum Contaminant Level (MCL) violation for combined radium. Work to remedy this issue is currently ongoing and is anticipated to be completed by the end of February.

Water Main Repairs and Leak Detection

The Department received the acoustic loggers back from repair covered by warranty and have nearly completed deployment in the field. The data collected will give the department direction on both the number of leaks in the system and the potential costs associated with each repair dependent on materials needed for restoration (especially those detected under concrete roadways). There are 260 acoustic loggers out of 282 that have been deployed.

With the recent cold conditions, Public Works staff or our emergency contractor have repaired four breaks since January 15, 2026. This is a reduction in the number of repairs when compared to the same time period in 2025 in which thirteen (13) repairs were needed in January.

Woodland Avenue Reconstruction Project

As part of the Woodland Avenue Reconstruction Project, new water main will be installed between Burlington Avenue and 47th Street. There are eight (8) lead service lines that are expected to be replaced during this project. The temporary construction easements allowing access are kindly requested to be returned by Friday, February 6, 2026.

Residents are invited to attend a Project Open House on Thursday, February 12, between 5-7 PM to review the project plans and speak directly with Village staff and the engineering consultants who will be managing the project. The meeting will be conducted in an open house format, allowing residents to arrive at any time to view project exhibits and ask questions.

Village staff and members of the engineering consultant project design team from HR Green will be available to discuss the project and address any concerns.

Construction is anticipated to begin in April.

Upcoming Bids/ Proposals

Staff are currently working on the request for bids for the remaining water meter replacement. There are approximately 110 meters that are anticipated to be replaced and included in the scope. Water meters that were 7 years old or newer at the time of the meter change-out program were not replaced due to their age. Some of those meters will only require a remote RF reading device, while others are expected to be past their age and are due for replacement with a new Neptune meter. A recommendation is anticipated to be brought forth to the Public Works and Water Committee in March.

Residents are encouraged to enroll in the Neptune My360 Consumer Water portal. The My360 Consumer Water Portal offers the following benefits:

- Easily view and manage water usage 24/7 (Neptune meters only, Sensus meters measure and display every thousand of usage)
- Access from any desktop, laptop, tablet, or mobile device
- Monitor multiple properties from one account
- Manage multiple meters to get a better understanding of water usage
- Set out-of-town alerts to monitor consumption and detect potential leaks
- Create water threshold alerts to set a water budget, help save water, and eliminate bill surprises.

Iron Filter Replacement Kick-off Meeting

Village staff met with Carollo engineers on Wednesday, January 21, 2026, for the initial kick-off meeting and discussion on the pilot testing of the proposed iron removal replacement units. The water treatment plant is in the process of collecting raw water samples from each of the wells and will compare past results taken over the past years. Carollo is working on the design and overall costs to implement this. The pilot test is expected to last three months in duration, beginning later this spring or early summer.

Financial Impact

N/A

Recommended Motion

No action required.

Strategic Plan Alignment

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: February 9, 2026

AGENDA ITEM 10.A.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: (Discussion only) 2026 Contract Renewals

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on February 4, 2026 and recommended to approve contract renewals for a one-year period with Go Painters, Inc., LakeShore Recycling Systems, LLC, and Desiderio Landscaping & Tree Removal LLC.

Summary

Attached for the Committee's review are renewal letters for the 2026 contract year:

1. Hydrant Painting: Go Painters, Inc for an amount not to exceed \$25,000. This will be the first renewal for the contract which was awarded by the Village Board on April 28, 2025.
2. Streetlight Painting: Go Painters, Inc for an amount not to exceed \$15,000. This will be the first renewal for the contract which was awarded by the Village Board on August 18, 2025.
3. Street Sweeping: LakeShore Recycling Systems, LLC for an amount not to exceed \$55,500. This will be the first renewal for the contract which was awarded by the Village Board on March 24, 2025.
4. Tree Removal: Desiderio Landscaping & Tree Removal LLC for an amount not to exceed \$75,000. This will be the third contract renewal for the contract, which was awarded by the Village Board on March 20, 2023.

Financial Impact

The Village budgets annually for hydrant and streetlight painting, street sweeping, and tree trimming services.

Account 4303510 52685
Fund Water
2026 Budget \$25,000
Project Cost As required

Account 4102100 53060
Fund General

2026 Budget \$15,000
Project Cost As required

Account 4102100 53100
Fund General
2026 Budget \$55,500
Project Cost As required

Account 4105100 53520
Fund General
2026 Budget \$115,000
Project Cost As required

Recommended Motion

I move to approve a one-year contract renewal with Go Painters, Inc., LakeShore Recycling Systems, LLC, and Desiderio Landscaping & Tree Removal LLC.

Strategic Plan Alignment

N/A

File Attachments

- 1. Contract Renewal - Street Light Painting
- 2. Contract Renewal - Hydrant Sandblasting & Painting
- 3. Contract Renewal - Street Sweeping
- 4. Contract Renewal - Desiderio Landscaping & Tree Removal



revid
1-5-26

VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.246.1800
wsprings.com

December 17, 2025

Go Painters, Inc.
Jorge E. Ocegüera
500 N. 6th Avenue
Maywood, IL 60153

Dear Mr. Ocegüera,

This letter is to confirm that the Village of Western Springs will renew the contract for **Street Light Painting.**

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

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) Jorge Ocegüera

Title President

Signature [Handwritten Signature]

Date 12-28-2025

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 Streetlights</u>	<u>Unit Extended Price</u>
\$ 265.00 (per streetlight)	50	\$ 13,250.00

****Unit price should include cost of labor, priming and painting materials***

Please note, the Village reserves the right to increase or decrease the number of streetlights to be painted.

Name of Bidder: GO PAINTERS INC.

Address: 500 N. 6th AVENUE.MAYWOOD IL. 60153

Telephone No. 773-799-6590 Fax No. _____

Signature: 

Name and Title: (Please Print) EDGAR FIGUEROA . SECRETARY

Date: AUGUST 6TH. 2025



December 17, 2025

Go Painters, Inc.
Jorge E. Ocegüera
500 N. 6th Avenue
Maywood, IL 60153

Dear Mr. Ocegüera,

This letter is to confirm that the Village of Western Springs will renew the contract for the **Fire Hydrant Sandblasting & Painting.**

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

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) Jorge Ocegüera

Title President

Signature

Date 01-02-2026

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 Hydrants</u>	<u>Unit Extended Price</u>
\$ 106.00 (per hydrant)	200 Hydrants	\$ 21,200.00

Bid Alternate – Cap Painting

<u>Unit Price</u>
\$ 10.00 \$116.00 whole hydrant an caps. 2 colors per hydrant. (per hydrant)

**Unit price should include cost of sandblasting, priming, and painting*

Please note the Village reserves the right to increase or decrease the number of hydrants to be sandblasted and painted.

Name of Bidder: GO PAINTERS INC.

Address: 500 N. 6th. AVE. MAYWOOD IL. 60153

Telephone No. 773-799-6590 Fax No. _____

Signature: 

Name and Title: (Please Print) JORGE E. OCEGUERA. PRESIDENT

Date: 03/13/2025



VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.246.1800
wsprings.com

December 17, 2025

Lake Shore Recycling Systems, LLC
Michelle Moore, Supervisor Operations
1655 Powis Road
West Chicago, IL 60185

Dear Michelle,

This letter is to confirm that the Village of Western Springs will renew the **Street Sweeping 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

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) Michelle Moore
Title Sweeping Supervisor
Signature [Handwritten Signature]
Date 11/12/26

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>Service</u>	<u>Unit Cost</u>	<u>Units</u>	<u>Unit Extended Price</u>
Regular Sweeping	\$ <u>7468.13</u> (per sweep/disposal)	8 Sweeps	\$ <u>59,745.04</u>
Village Hall Parking Lots	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>31600.00</u>
Public Works Lot	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>31600.00</u>
Additional Services			
Special Sweeping	\$ <u>224.00</u> (per sweep/disposal)	20 Hours	\$ <u>4,480.00</u>
Emergency Sweeping	\$ <u>269.00</u> (per sweep/disposal)	10 Hours	\$ <u>5,380.00</u>
Additional Full Town Sweeps	\$ <u>71,800</u> (per sweep/disposal)	3 Sweeps	\$ <u>23,400.00</u>
Additional Municipal Lot Sweeps	\$ <u>500</u> (per sweep/disposal)	3 Sweeps	\$ <u>1,500.00</u>

Name of Bidder: LRS, LLC

Address: 1655 Polaris Rd, West Chicago IL 60185

Telephone No. (224) 297-4664 Fax No. N/A

Signature: *Mic Sells*

Name and Title: (Please Print) Michael Sells - Operations Manager

Date: 02/19/2025



December 17, 2025

Mr. Juan Desiderio
Desiderio Landscaping & Tree Removal LLC
17258 E. 12000 N. Rd
Grant Park IL 60940

Dear Juan,

This letter is to confirm that the Village of Western Springs will renew the **Tree Removal 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

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) Juan M. Desiderio

Title Office Manager

Signature Juan M. Desiderio

Date 1/29/2026

**EXHIBIT A
SCHEDULE OF BID PRICES
2023**

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

Tree DBH	Estimated % (based on 2022)	Unit Price (per inch at DBH)	Stump & Chip Removal (flat rate)	Emergency Removal Unit Price (per inch at DBH)
6"-12"	32%	\$ 15. ⁰⁰	\$ 95. ⁰⁰	\$ 18. ⁰⁰
13"-24"	50%	\$ 25. ⁰⁰	\$ 195. ⁰⁰	\$ 32. ⁰⁰
25"-36"	16%	\$ 33. ⁰⁰	\$ 225. ⁰⁰	\$ 40. ⁰⁰
37"- plus	2%	\$ 42. ⁰⁰	\$ 225. ⁰⁰	\$ 48. ⁰⁰

On Call Emergency Work	Cost (per hour)
2 workers, chipper truck with chipper	\$ 300. ⁰⁰
1 worker, aerial lift truck	\$ 225. ⁰⁰
1 worker, log loader	\$ 175. ⁰⁰
1 worker, semi- tractor trailer	\$ 175. ⁰⁰
1 worker, crane	\$ 225. ⁰⁰
Per Worker	\$ 80. ⁰⁰

CONTRACTOR Desiderio Landscaping LLC
 ADDRESS 17258 E. 12000 N Rd
Grant Park IL 60940
 PHONE NUMBER (708) 712-0036
 FAX NUMBER ~~(708) 433-0374~~
(312) 379-1049



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: February 9, 2026

AGENDA ITEM 11.A.

To: Board of Trustees

From: Brian Scott, Director of Fire and EMS

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

RE:

(Discussion only) Joint Purchase of Fire Department Self Contained Breathing Apparatus (SCBA) from Sole-Source Provider Air One Equipment, Inc.

Recommendation

The Public Health and Safety Committee reviewed this item at their meeting on February 3, 2026 and recommended the approval of a Letter of Understanding with the Village of Western Springs Foreign Fire Insurance Board (FFIB) for a joint purchase of Self-Contained Breathing Apparatus (SCBA) units and associated components. The equipment will be purchased from sole-source provider, Air One Equipment, Inc. for a total project cost of \$45,150.00.

Summary

Self-Contained Breathing Apparatus (SCBA) is essential life-safety equipment for all fire suppression and hazardous operations. The Fire Department's current SCBA inventory is fully deployed on frontline apparatus, leaving limited flexibility to support training initiatives or provide reserve units when equipment is out of service for repair, flow testing, or annual certification.

The department conducts a biannual Basic Operations Firefighter Training Academy, along with ongoing live-fire, skills, and air-management training throughout the year. These programs require dedicated SCBA to ensure recruits and incumbent members can train safely without removing units from frontline service. At present, the lack of surplus SCBA can create operational strain and limits training capacity.

The acquisition of additional SCBA will:

- Provide a dedicated cache to support the Fire Academy and other training initiatives
- Ensure operational continuity by supplying back-up SCBA when frontline units are undergoing repair, hydrostatic testing, or annual functional testing.
- This joint purchase with the Village of Western Springs Foreign Fire Insurance Tax Board creates a cost-effective path to strengthening both operational reliability and training

capability.

The Fire Department is extremely grateful for the Foreign Fire Insurance Board's continued commitment and financial support, which makes this collaborative and cost-effective solution possible. Their contribution reflects a shared dedication to firefighter safety, training excellence, and the long-term wellbeing of the community.

Financial Impact

The total cost for six Self-Contained Breathing Apparatus (SCBA) units is \$45,150.00, plus applicable shipping charges. Under the proposed joint funding arrangement, the Foreign Fire Insurance Board will contribute 50% of the project cost, or \$22,575.00. The Village will fund the remaining \$22,575.00, ensuring an equitable and cost-effective approach to acquiring this essential life safety equipment.

Account 5102310
Fund 60020 Structural Firefighting Equipment
2026 Budget \$50,000
Project Cost \$45,150

Recommended Motion

I move to approve a Letter of Understanding with the Village of Western Springs Foreign Fire Insurance Board (FFIB) for the joint purchase of six Self-Contained Breathing Apparatus (SCBA) units and associated components from sole-source provider Air One Equipment, Inc., for a total amount of \$45,150.00.

Strategic Plan Alignment

Public Safety and Community Engagement

File Attachments

1. WESTERN SPRINGS G1 SCBA 010526
2. Air One-MSA Distributor-01-05-26
3. LOU VWS FFIB 1.29.26



Air One Equipment, Inc.
 360 Production Drive, South Elgin IL 60177
 Telephone: (847) 289-9000 Fax: (847) 289-9001
 website: www.aoe.net

G1 SCBA QUOTATION

FOR: WESTERN SPRING FIRE DEPARTMENT
 4353 WOLF ROAD
 WESTERN SPRINGS, IL 60558

DATE: 1/5/2026

ATTN: CHIEF BRIAN SCOTT

REF: G1 2018 EDITION SCBA

Qty	Part Number	DESCRIPTION:	Each	Extended
6	* ATO *	MSA G1 FIRE SERVICE SCBA: NFPA 1981, 1982, 2018 EDITION	\$7,525.00	\$45,150.00
		4500 PSI, QUICK CONNECT, STANDARD HARNESS WITH		
		REMOVABLE SHOULDER & CHEST STRAPS, METAL CYLINDER BAND,		
		ADJUSTABLE SWIVELING LUMBAR PAD, SOLID COVER REGULATOR		
		UNIVERSAL RIT CONNECTION, HEADS UP DISPLAY SYSTEM,		
		INTEGRATED VOICE AMPLIFIER SYSTEM, RIGHT SHOULDER		
		PASS ALARM, and RECHARGEABLE BATTERY PACK		
		G1FS-444MD2C2LAR		
		SCBA UPGRADE OPTIONS:		
8	* UEBS *	MSA EXTENDAIRE II UEBS/BUDDY BREATHER W/RESCUE HOSE	INCLUDED	\$0.00

Total of All Equipment: \$45,150.00

- | | |
|---------------|---|
| NOTES: | 1. ALL SCBA MEET NFPA 1981 & 1982 - 2018 EDITION. |
| | 2. ALL SCBA HAVE MSA 15 YEAR WARRANTY. |
| | 3. INCLUDES IN-SERVICE TRAINING |
| | 4. QUOTE VALID UNTIL 2/28/26 |

Thank You!

Estimated Delivery:	Martin J. Svihra Director of Operations
----------------------------	---



January 5, 2026

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

To Whom It May Concern:

This letter is to advise that the only authorized MSA Fire Service Distributor in the Chicago Metropolitan area is:

Air One Equipment Inc
360 Production Drive
South Elgin, IL 60177

The area that Air One Equipment Inc solely covers includes the following counties in Illinois:

Boone	Grundy	Menard
Brown	Iroquois	Morgan
Bureau	Kane	Moultrie
Cass	Kankakee	Ogle
Champaign	Kendall	Peoria
Christian	LaSalle	Piatt
Coles	Lake	Putnam
Cook	Lee	Sangamon
DeKalb	Livingston	Schuyler
De Witt	Logan	Tazewell
Douglas	Macon	Vermilion
DuPage	Marshall	Will
Edgar	Mason	Winnebago
Ford	McHenry	Woodford
Fulton	McLean	

As an authorized MSA First Responder Fire Service distributor, Air One Equipment maintains a significant inventory of MSA products, including SCBA, Thermal imaging cameras, and Gas Detection in addition to repair parts for MSA SCBA and Gas Detection equipment.

Should you have any questions, please feel free to contact me.

Sincerely,

Scott McGuire
North American Sales Channels Specialist
Phone: 724-742-8028
Email: scott.mcguire@MSAsafety.com



**LETTER OF UNDERSTANDING
Fire Equipment Funding Partnership
Between the Village of Western Springs and the
Village of Western Springs Foreign Fire Insurance Board (FFIB)**

1/29/2026

To: Village of Western Springs Foreign Fire Insurance Board
Attn: Board President Andrew Lesch

Re: **Letter of Understanding – Joint Purchase of Self-Contained Breathing Apparatus (SCBA)**

Dear Andrew,

This Letter of Understanding (“Letter”) sets forth the terms and understandings between the Village of Western Springs (“Village”) and the Village of Western Springs Foreign Fire Insurance Board (“FFIB”) regarding a joint funding agreement for the purchase of Self-Contained Breathing Apparatus (SCBA) units and associated components. The FFIB is authorized pursuant to state statute, 65 ILCS 5/11-10-2.

1. Purpose

The purpose of this Letter is to establish the terms of a cooperative funding agreement between the Village and the FFIB for the purchase of six (6) Self-Contained Breathing Apparatus (SCBA) units and associated components. These units will enhance operational readiness, support the Fire Department’s biannual Basic Operations Firefighter Training Academy, and provide reserve SCBA capacity when frontline units are undergoing repair, hydrostatic testing, or annual certification.

2. Effective Date and Term

This Letter becomes effective on the date of the last signature below (“Effective Date”). The agreement applies solely to the one-time joint purchase described herein and will remain in effect until all obligations of both parties have been fulfilled.

3. Equipment

The total cost for six (6) SCBA units and associated components is **\$45,150.00**, plus applicable shipping charges. The equipment will be purchased from:

Air One Equipment, Inc.
360 Production Drive
South Elgin, IL 60177

4. Funding

The Village and the FFIB agree to share the project cost equally.

- **FFIB Contribution:** \$22,575.00 (50%)
- **Village Contribution:** \$22,575.00 (50%)

The FFIB agrees to remit its funding contribution to the Village upon execution of this Letter or by a mutually agreed-upon date coordinated with the Village's Finance Department. The Village will process payment to the vendor upon receipt of the FFIB's contribution.

The Fire Department expresses its appreciation for the FFIB's continued support and partnership in enhancing firefighter safety, training capability, and operational reliability.

5. Multiple Counterparts

This Letter may be executed in multiple counterparts, each of which will be deemed an original. All counterparts together will constitute one and the same instrument.

6. General Terms

1. **Amendments.** This Letter may only be amended in writing and signed by both Parties.
 2. **Entire Agreement.** This Letter constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior oral or written understandings.
 3. **Governing Law.** This Letter shall be interpreted and governed in accordance with the laws of the State of Illinois and the Village Code.
 4. **Binding Effect.** This Letter has been fully read and understood by both Parties and shall be binding upon and inure to the benefit of their respective officers, agents, and employees.
 5. **Effective Date.** This Letter is effective as of the date of the last signature below.
-

IN WITNESS WHEREOF, the Parties have executed this Letter of Understanding on the dates indicated below.

Village of Western Springs Foreign Fire Insurance Board

By: 

Print Name: Andrew Lesch

Its: Board President

Date: Jan. 29th, 2026

Village of Western Springs

By: 

Print Name: BRIAN R. SCOTT

Its: Fire Chief

Date: 1/29/26