



AGENDA

BOARD OF TRUSTEES

Regular Meeting: April 13, 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. General Government Committee Report (Trustee Chen)

A. (Discussion only) 2026 Western Springs Business Association – Requests for Special Events Liquor License and Temporary Use Permit

B. Ordinance Amending Title 4 Relative to Class "B" and Class "H" Liquor Licenses Issued in Western Springs (Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria and R Bar) (Omnibus Item)

C. Ordinance Amending Title 4 Relative to Class "O" and Class "H" Liquor Licenses Issued in Western Springs (Daydream Coffee Company, LLC d/b/a The Opry)(Omnibus Item)

D. (Discussion only) License Agreement for the use of Right-of-Way between the Village of Western Springs and MCI Metro Access Transmission Services LLC

E. Liquor License Renewal Updates

F. Appointment of Prosecutor Donna J. Norton for Local Adjudication and Hearings (Omnibus Item)

6. Finance Committee Report (Trustee Martin)

A. (Discussion only) Approval of a Three-Year Agreement with ClearGov for Subscription Services for Capital Budgeting

B. (Discussion only) Authorizing Certain Expenditures From the Downtown North Tax Increment Financing District to Pay for a Portion of the Hillgrove Avenue Improvement Project

7. Planning and Zoning Committee Report (Trustee Fink)

A. (Discussion only) 2026 Official Zoning Map

- B. (Discussion only) Acceptance of Public Improvements, 4300 Franklin Western Springs, LLC.

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

- A. (Discussion only) Waiver of Bidding Process and Contract with Sole-Source Provider Ferguson Waterworks for the Purchase of Water Meters and Accessories
- B. (Discussion only) Professional Services Agreement with HRGreen, Inc. for Phase II Design Engineering Services for the Phase 3 CY26-27 Lead Service Line Replacement Program
- C. Professional Services Agreement with HRGreen, Inc. for Phase III Construction Observation Services for the Phase 2 CY25-26 Lead Service Line Replacement Project (Omnibus Item)
- D. (Discussion only) Hillgrove Avenue Improvements, Hampton Avenue to Wolf Road, Preliminary Engineering Phase 1 proposal from V3 Companies
- E. (Discussion only) Safe Routes to School Travel Plan Sidewalk Infill Project — Professional Design Engineering Services Agreement With Christopher B. Burke Engineering, Ltd.
- F. Water System Update
- G. 2026 Touch-a-Truck Event Information

9. Properties & Recreation Committee Report (Trustee Nawrocki)

- A. Contract with Titans Sports Training, LLC for Professional Tennis Services(Omnibus Item)
- B. Arbor Day Proclamation for Friday, April 24, 2026 (Omnibus Item)

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

- A. (Discussion only) Agreement between Oxcart Permit Systems, LLC and the Village of Western Springs

11. Consideration of and Action on Agenda Items

12. Explanation of Omnibus Voting Procedure

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

13. Consideration of an Omnibus Vote

- A. Ordinance No. 26-3315
An Ordinance amending Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10a(2) and Section 4-1-10a(8) of the Western Springs Village Code relative to the number of Class "B" (Full Service Restaurant with a Patron Bar); Class "H" (Outdoor Liquor Café); liquor licenses which can be issued in the Village of Western Springs, Cook County, Illinois (Salerno's Western Springs, Inc. d/b/a Salerno

Pizzeria & R Bar)

- B. Ordinance No. 26-3316
An Ordinance amending Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10a(15) and Section 4-1-10a(8) of the Western Springs Village Code relative to the number of Class "O" (Craft Beer, Wine, and Spirits Establishment License (On-Site Consumption and Packaged Sales)); Class "H" (Outdoor Liquor Café); liquor licenses which can be issued in the Village of Western Springs, Cook County, Illinois (Daydream Coffee Company, LLC d/b/a The Opry)
- C. A motion to approve the appointment of Donna J. Norton, attorney, as prosecutor for Local Adjudication and other local hearings and to authorize the Village President to execute the professional services agreement for said legal services.
- D. Resolution No. 26-2993
A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and HR Green, Inc. for construction observation services related to the Phase II Lead Service Line Replacement Program.
- E. A motion to proclaim April 24, 2026 as Arbor Day and urge all citizens to support efforts to care for trees and woodlands and to support the community forestry program.
- F. Resolution No. 26-2994
A Resolution approving and authorizing the execution of an Independent Contractor Agreement between the Village of Western Springs and Titans Sports Training, LLC for the conduct of tennis instructional coaching programs for the Village of Western Springs Recreation Department (Initial Term: April 13, 2026 through December 31, 2028)

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

15. New Business

16. Old Business

17. Reports

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

18. Closed Meeting (If needed)

19. Adjournment

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations

to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, please email accommodations@wsprings.com or contact Jill Izzo at 708-246-1800, extension 127.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 5.A.

To: Board of Trustees

From: Heather Valone, AICP, Director of Community Development

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

RE: (Discussion only) 2026 Western Springs Business Association – Requests for Special Events Liquor License and Temporary Use Permit

Recommendation

The Western Springs Business Association's application for a temporary use permit and Class "J" Liquor License for their 2026 special events will be discussed at the April 13, 2026 General Government Committee.

Summary

The Western Springs Business Association (WSBA) has submitted their 2026 requests for a temporary use permit (TUP) and special event liquor license - Class "J" for beer and wine sales at the Village Tower Green and portions of the adjacent street right-of-ways on Hillgrove Avenue, Lawn Avenue, Grand Avenue, and Walnut Street.

A request letter dated March 16, 2026, has been submitted by Jeff Dulla, President of WSBA discussing the events and the pertinent details related to the events (Attachment1). More specifically, the three (3) special events that are planned in 2026 include the following:

- Gathering on the Green: Friday, June 26th from 4:00 pm to 10:00 pm
- Jammin' in July: Wednesdays, July 8th, 15th, and 22nd from 5:00 pm to 9:00 pm
- Winter Wonderland: Saturdays, November 28th and December 5th, and Sundays, November 29th and December 6th from Noon to 5pm. (No alcohol sales)

Alcohol will be sold at all of the above-mentioned events with the exception of Winter Wonderland in November/December. Based upon their past successes and extraordinary team of volunteers, WSBA has proven over the years that they are capable of managing summer concerts. Staff also believes that the additional special events above align with the Village Board's strategic goal of having more public events within the Downtown to create an activity center and attract customers to Downtown businesses.

Coordination meetings with applicable Village departments will be conducted prior to each above-mentioned event to discuss the event logistics and details. At those meetings, topics usually include emergency services, parking, traffic management, alcohol sales and controls, hours of operation, food vendors, etc.

Village Staff is recommending approval of the requests. The draft ordinance is included in Attachment 2. The General Government Committee will review this item at their meeting on April 13, 2026, and their recommendation will be presented at the Village Board meeting. If the Village Board is amenable to the temporary use permit and special event liquor license being requested by WSBA, then the Committee can recommend approval the application to the Village Board for consideration at the April 27, 2026, Village Board meeting.

Attachments

1. Applicant Submittals - WSBA Request Letter dated March 16, 2025
2. Draft Ordinance - An Ordinance Approving The Creation Of A Class "J" (Special Events On Village Owned Property; Beer And Wine Only) Liquor License For Issuance To The Western Springs Business Association For The 2026 Gathering On The Green, Jammin' In July And Winter Wonderland Special Events To Be Conducted On The Village Tower Green Area And Portions Of The Adjacent Rights-Of-Way Of Hillgrove Avenue, Lawn Avenue, Grand Avenue And Walnut Street And Approving The Related Temporary Use Permit And License And Indemnification Agreement For The Special Events (Gathering On The Green: Friday, June 26, 2026; Jammin' In July: Wednesday, July 8, 2026, Wednesday, July 15, 2026, Wednesday, And July 22, 2026; And Winter Wonderland: Saturday, December 5, 2026).

Financial Impact

None.

Recommended Motion

I move to approve the Western Springs Business Association's application for a temporary use permit and Class "J" Liquor License for their 2026 special events.

Strategic Plan Alignment

Community Planning and Economic Development.

File Attachments

1. Applicant Submittals

2. Draft Ordinance

March 16, 2026

Village President and Liquor Commissioner Heidi Rudolph
Care of Heather Valone
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Dear Village President,

The Western Springs Business Association (WSBA) requests the Village of Western Springs approval for the following items for our Annual Gathering on the Green, Jammin' in July, and Winter Wonderland events.

Temporary Use Permit (TUP) to the WSBA to allow us to operate the following Special Events to be held on the following dates, or such alternate dates and alternate hours as approved by the Village President/Liquor Commissioner:

Gathering on the Green: Friday, June 26th from 4:00 pm to 10:00 pm

Jammin' in July: Wednesdays, July 8th, 15th, 22nd, and 29th from 5:00 pm to 9:00 pm

Special Event Liquor License-Class J (Special events on Village-owned Property: (Beer and Wine only) Liquor License for the 2026 Special events to be conducted on the Village Tower Green Area and portions adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the Village ROW).

The Gathering on the Green 2026 will be the 26th year of this event taking place at the Tower Green. This is a signature event held in town and our largest event. WSBA intends to create a fun-filled day for our community, neighbors, and hometown businesses. Gathering on the Green is the informal summer kick-off event, it includes food vendors, live music, entertainment, games, and activities for everyone. Consistent with the past many years, WSBA intends to include similar kids activities as in the past (face painting, petting zoo, etc).

Family will enjoy a taste of Western Springs while relaxing on the Tower Green for a picnic-style experience or using the picnic tables; all conveniently located between the kids' entertainment and the food vendors. During the event, WSBA will operate a beverage tent serving beer and wine, operated by WSBA and community volunteers who are Basset-certified.

WSBA will continue Jammin' in July, this year a three-week concert series that was a huge hit since we started in 2022. This is a weeknight opportunity to gather on the Tower Green and enjoy music and food. Each of these weeks we will host a local band and operate the beverage tent in the same manner as Gathering on the Green. Different food vendors will be there to give a variety of options for attendees.

Finally, Winter Wonderland will look to copy what we did in 2024 and 2025, however we are looking at adding some activities and some sort of food and drink options for 2026. This is a very family friendly event that takes place over two consecutive weekends in early December. Families are allowed a 4 minute pass to meet with Santa and get photos.

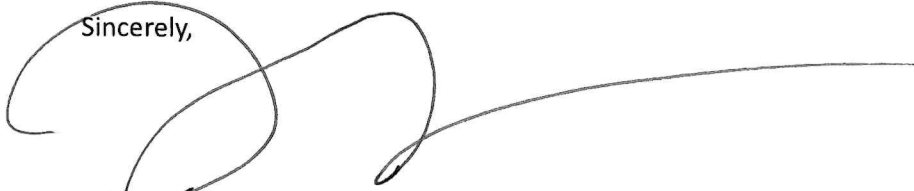
Good Neighbor

WSBA wishes to be a good neighbor to all residents in town, especially those around the Tower Green. As is customary, we will mail a written notice to all adjacent homeowners two weeks prior to each event so they are aware.

We believe this letter provides a good start for discussion with the Village Board, its General Government Committee, the Liquor Commission and Village Staff on the issues that need to be addressed to gain approval of the permits and licenses needed for our 2026 calendar of events.

Applications for the Temporary Use Permit and Special Event Liquor License will be forthcoming. We look forward to the approvals and another successful year of cooperation and mutual support.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized loop followed by a long, sweeping horizontal line that tapers to the right.

Jeff Dulla
President
Western Springs Business Association
jdulla@uhloans.com
(312)-520-0069

ORDINANCE NO. _____
 VOTE: _____.
 Voting nay: _____.
 Absent: _____.
 DATE: April 27, 2026
 OTHER: Published in pamphlet form.

AN ORDINANCE APPROVING THE CREATION OF A CLASS “J” (SPECIAL EVENTS ON VILLAGE OWNED PROPERTY; BEER AND WINE ONLY) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS BUSINESS ASSOCIATION FOR THE 2026 GATHERING ON THE GREEN, JAMMIN’ IN JULY AND WINTER WONDERLAND SPECIAL EVENTS TO BE CONDUCTED ON THE VILLAGE TOWER GREEN AREA AND PORTIONS OF THE ADJACENT RIGHTS-OF-WAY OF HILLGROVE AVENUE, LAWN AVENUE, GRAND AVENUE AND WALNUT STREET AND APPROVING THE RELATED TEMPORARY USE PERMIT AND LICENSE AND INDEMNIFICATION AGREEMENT FOR THE SPECIAL EVENTS (Gathering on the Green: Friday, June 26, 2026; Jammin’ in July: Wednesday, July 8, 2026, Wednesday, July 15, 2026, Wednesday, and July 22, 2026; and Winter Wonderland: Saturday, December 5, 2026).

WHEREAS, the Western Springs Business Association (the “Applicant” or “WSBA”) filed a liquor license application with the Village Clerk for a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the 2026 Gathering on the Green, Jammin’ in July and Winter Wonderland Special Events (“Special Events”) to be conducted on the Village Tower Green Area and portions of the adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the “Village ROW”), along with the required site plan (a diagram that shows the overall Special Event area and proposes the size, internal set up and location of alcoholic beverage tents and the alcoholic beverage sales/consumption area to be operated during the multiple special events as part of its application) (the “Special Event Site Plan”), application fees and license fees (collectively, the “Application”). WSBA desires approval of a Class “J” (Special Events On Village-Owned Property; Beer and Wine Only) Liquor License for itself to sell liquor at retail for consumption purposes or to contract with a business that holds a current Village liquor license for the retail sale and consumption of liquor during the Special Events on the following dates and for the following hours: Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 26, 2026; Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 8, 2026, Wednesday, July 15, 2026, and Wednesday, July 22, 2026; and Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, December 5, 2026 (collectively, the “Special Event Dates”); and

WHEREAS, prior to the Special Events, the Applicant may select one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events. Any such restaurants or alcohol distributor must be in good standing in regard to their local and State liquor licenses, and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner; and

WHEREAS, the General Government Committee held a **public meeting on March 30, 2026** in regard to the Application and favorably recommended the issuance of a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License to the Applicant for the Special Events, subject to the conditions set forth in the standard Ordinance that approves a Class “J” (Special Events On Village

Owned Property; Beer And Wine Only) Liquor License and the execution of a License and Indemnification Agreement for Temporary Use of a Public Right-Of-Way to Operate a Beer and Wine Retail Sales Tent and Alcoholic Beverage Sales/Consumption Area at the Special Events; and

WHEREAS, at public meetings on April 13, 2026 and April 27, 2026, the Village Board of Trustees considered the Application and the recommendation of the General Government Committee with regard to the issuance of a Class “J” (Special Events on Village Owned Property; Beer and Wine Only) Liquor License to the Applicant for the Special Events, subject to the conditions set forth in the standard Ordinance that approves a Class “J” (Special Events on Village Owned Property; Beer and Wine Only) Liquor License and the execution of a License and Indemnification Agreement for Temporary Use of a Public Right-Of-Way to Operate a Beer and Wine Retail Sales Tent and Alcoholic Beverage Sales/Consumption Area at the Special Events, and provided the public an opportunity to be heard with respect to the same; and

WHEREAS, the Village of Western Springs is the owner of the Village Tower Green Area and the adjacent Village Right-of-Way (“ROW”), where the proposed outdoor alcoholic beverage tents and outdoor alcoholic beverage sales/consumption area will be operated during the Special Events (the “Outdoor Licensed Premises”); and

WHEREAS, the Village Board finds that the Applicant is eligible to receive a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the purpose of allowing the retail sale, service, and outdoor possession and consumption of beer and wine at the Special Events.

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

SECTION 1. Approval of Creation of Liquor License for Applicant. Pursuant to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-9 (Classifications of Licenses), Subsection 4-1-9(J) (Class “J” License - Special Events On Village Owned Property; Beer and Wine Only) of the Western Springs Village Code, the President and Board of Trustees of the Village of Western Springs approve the creation of a Class “J” Liquor License for issuance by the Local Liquor Control Commissioner to the Applicant for the purpose of allowing the Applicant to sell at retail and serve beer and wine for outdoor possession and consumption within the Outdoor Licensed Premises on the Special Event Dates and during the hours set forth above on Page 1 or such other alternate dates and alternate hours during calendar year 2026, as determined by the Local Liquor Control Commissioner, **SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 2.**

The President and Board of Trustees of the Village of Western Springs further authorize and approve the Applicant selecting one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events (collectively the “Co-Liquor License Holders”). Prior to the Special Events, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner.

SECTION 2. Authorization of Issuance of Liquor License to Applicant; Conditions of the Liquor License. The Local Liquor Control Commissioner shall not issue the Class “J” (Special Events On Village

Owned Property; Beer and Wine Only) Liquor License to the Applicant under this Ordinance until the following conditions are satisfied:

- A. The Applicant and the Co-Liquor License Holders shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum \$1,000,000 coverage limits per Section 4-1-20) has been purchased for the Special Events that covers the retail sale and service of beer and wine by the Applicant and the Co-Liquor License Holders.
- B. The representatives of the Applicant and the Co-Liquor License Holders agree to meet periodically with the Local Liquor Control Commissioner, at the Commissioner's request, to discuss the retail sale, service and consumption of beer and wine in conjunction with the Special Events and shall provide the Commissioner with information relative to its operation upon request.
- C. The President and Board of Trustees approve the following regulations relating to the Special Events, including amendments to the Special Event Site Plan:
 - (1) Special Event Site Plan. The Special Event Site Plan, attached hereto as part of **Group Exhibit "A"**, contains a diagram of the overall Special Event area and the size, internal set up and location of the alcoholic beverage tents or the individual retail sales/tasting booths and the alcoholic beverage sales/consumption area to be operated during the Special Events, and is approved by the Village Board, SUBJECT TO THE FOLLOWING CONDITIONS: all of the other conditions and regulations, including signage, set forth in this Ordinance. The Village-approved Special Event Site Plan may be altered or amended at any time at the direction of the Local Liquor Control Commissioner or the Village Manager in the interest of public safety. The Applicant shall comply with the final Village-approved Special Event Site Plan, as amended, and all related regulations and conditions.
 - (2) Notice of Special Event. **On or before fifteen (15) days prior to each Special Event**, the Applicant shall hand deliver written notice of the final Village-approved Special Event Site Plan and the date and hours of operation for the Special Event to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises. If it is necessary to conduct the Special Event on an alternate date or alternate hours, the Local Liquor Control Commissioner will select the alternate date or alternate hours, and then the Applicant shall hand deliver written notice of the final Village-approved Special Event Site Plan and the alternate date(s) and alternate hours of operation for the Special Event to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises at least five (5) days prior to the date of the Special Events.
 - (3) On-Site Manager. There shall be an on-site manager, who is qualified to serve in such capacity under the Village's Liquor Control Ordinance, physically present at the Outdoor Licensed Premises at all times that beer and wine are being sold or served or consumed.
 - (4) Hours of Sale/Consumption. All sales and service of beer and wine shall be limited to the Outdoor Licensed Premises in accordance with the Village's Liquor Control Ordinance, including the Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License regulations, except as otherwise provided for in this Ordinance or as authorized by the Local Liquor Control Commissioner. The last call for

sales and service of beer and wine shall be thirty (30) minutes prior to the end of the Hours of Operation for the 2026 WSBA Special Events as set forth above on Page 1.

- (5) BASSET/TIPS Training. Beer and wine shall be sold and served by the BASSET/TIPS-trained wait staff who are at least twenty-one (21) years old. The wait staff shall sell and serve beer and wine only to patrons who are twenty-one (21) years old or older and who are located within the Outdoor Licensed Premises.
- (6) Signs. The Applicant shall provide and post appropriate information and warning signs relating to alcoholic liquor sales and consumption at the Special Events consistent with the regulations in this Ordinance and the proposed signage included within the Application (**Group Exhibit "A"**). Additional signage as otherwise required by the Village Manager or the Local Liquor Control Commissioner shall be posted prior to and during the Special Events.
- (7) Set-Up; Take-Down; Bathrooms. The hours of closure of the portions of the Village ROW associated with the Special Events for purposes of set-up and take-down activities shall be three (3) hours prior to the starting time of the Special Events and one (1) hour after the closing time of the Special Events, on the day of the Special Events, except for the stage removal which shall be removed prior to 11:00 A.M. the next day following the Special Events, or as allowed by the Village Manager. The Applicant, at its cost, shall provide set-up and take-down, and remove tables, chairs, a stage, additional waste refuse containers and at least three (3) portable bathrooms within the Outdoor Licensed Premises.
- (8) Protective Fencing; Barriers. The Applicant, at its cost, shall comply with the Village staff recommendations and the Barricade Map relative to the installation of a fence or exterior barrier for the Outdoor Licensed Premises, to protect against a motor vehicle accidentally entering into the Outdoor Licensed Premises. The Applicant, at its cost, shall comply with any other requirements or directions issued by the Village Manager relative to the installation of additional fences or exterior barriers for the Outdoor Licensed Premises to protect the public safety and to prevent the public from using the stairs adjacent to the north railroad pedestrian platform for purposes of either accessing or exiting the Special Events. The Barricade Map is attached hereto as part of **Group Exhibit "A"** and made a part hereof.
- (9) Safety Regulations. The Applicant, at its cost, shall also comply with any modifications or other safety-related requirements pertaining to the Outdoor Licensed Premises that are required by the Local Liquor Control Commissioner or the Village Manager from time to time for the Special Events. The above-written direction of the Local Liquor Control Commissioner or the Village Manager and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
- (10) Electricity; Lighting. If the Applicant desires to install temporary electric lighting for the Outdoor Licensed Premises, the Director of Community Development, in their discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the Outdoor Licensed Premises and not at surrounding properties. The lighting plan shall be part of the Village-approved Special Event Site Plan. If the Applicant desires to use a Village electrical source, the cost of the electricity shall be the responsibility of the Applicant. The Applicant, at its cost, shall be allowed to locate and operate small power

generators in the Outdoor Licensed Premises to supply electrical power to the Special Events.

- (11) Water. If the Applicant desires to use water for the Outdoor Licensed Premises from a Village hydrant, the Village will provide a water meter and the Applicant shall be responsible for the cost of all water used.
- (12) Noise. The noise from the operation of and patrons of the Outdoor Licensed Premises shall be monitored by the Applicant so as to not become a nuisance to surrounding property owners.
- (13) Music. Live music is allowed in the Outdoor Licensed Premises during the approved hours of operation, provided that the decibel level of the music is not a nuisance to surrounding property owners.
- (14) Additional Regulations. The Corporate Authorities of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on the Applicant and the Co-Liquor License Holders relative to its retail sale and service of alcoholic liquor any time prior to or during the Special Events.
- (15) Compliance with Regulations. The Applicant and all of its employees or agents, and the Co-Liquor License Holders and all of their employees, who serve or sell beer and wine at the Special Events shall comply with all of the applicable provisions of the Western Springs Municipal Code, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations of a Class "J" (Special Event On Village Owned Property; Beer and Wine Only) Liquor License set forth at Section 4-1-9(J), the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales and service of alcoholic liquor, and any other conditions or regulations imposed from time to time by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.
- (16) Security - Outdoor Alcoholic Beverage Sales/Consumption Area. The dedicated alcoholic beverage sales/consumption area shall have designated entrance and exit points for the public. During the hours of alcohol sales, an adult (who has completed BASSET/TIPS Training) employed by or working at the direction of the Applicant and the Co-Liquor License Holders shall be posted at each designated entrance and exit point to check state or government issued identification of patrons and issue color-coded wristbands to the people entering the Outdoor Licensed Premises. Color-coded wristbands shall be provided to each person and worn by all persons who enter the Outdoor Licensed Premises and shall be used to designate minors and adults who enter the alcoholic beverage sales/consumption area. Two (2) Western Springs Police Officers will patrol the Outdoor Licensed Premises during the Special Events. The Applicant shall reimburse the Village for the hourly wages and benefits (including overtime hourly rate, if applicable) for the two (2) Western Springs Police Officers who will work the Special Events.
- (17) Reimbursement for Special Municipal Services. Beyond the two (2) Western Springs Police Officers, the Village reserves the right to charge the Applicant for special municipal services, such as police, fire, and public works personnel and services that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events or to clean up and dispose of any debris, litter or waste caused by the Special Events in the case where the Applicant fails to perform its obligations under this Ordinance. Upon acceptance of the Class "J" Liquor License, the Applicant agrees to pay for such special municipal services provided by the Village which

are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

- (18) Temporary Use Permit. Pursuant to Section 10-4-5 (F) (Outdoor Cafes) of the Village Code, the corporate authorities of the Village approve a Temporary Use Permit ("TUP") for the Applicant to conduct the Special Events as set forth above in this Ordinance, including the Winter Wonderland Special Event, for which a liquor license is not being sought nor issued. The Applicant shall comply with the applicable terms, conditions and provisions contained in the TUP as well as the applicable provisions of the Village Code, including the Section 10-4-5 (F) (Outdoor Cafes). A copy of the fully executed TUP is attached to this Ordinance as **Exhibit "B"** and made a part hereof.
- (19) License and Indemnification Agreement. The Applicant and the Co-Liquor License Holders shall execute a License And Indemnification Agreement For Temporary Use Of A Public Right-Of-Way To Hold A Special Event And/Or Operate A Beer And Wine Retail Sales Tent At Special Event prepared by the Village Attorney, obtain the required general liability insurance policy (minimum \$2,000,000 coverage limits) plus an umbrella policy (minimum \$1,000,000 coverage limits), and return the signed Agreement and insurance certificates, with premiums paid in full, to the Village Manager prior to being allowed to sell or serve any alcoholic liquor at the Special Events. The insurance certificate and policy shall name as additional insureds the following entity and individuals: the Village of Western Springs and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents. A copy of the fully executed License and Indemnification Agreement is attached to this Ordinance as **Exhibit "C"** and made a part hereof.

SECTION 3. Repeal of Conflicting Legislation. Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict.

SECTION 4. Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

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

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 27th day of April, 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

Published by me in pamphlet form on the 27th day of April, 2026.

Edward Tymick, Village Clerk

Draft

**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT FOR
A CLASS "J" SPECIAL EVENTS LIQUOR LICENSE**

I, the undersigned liquor license applicant, agree to comply with and fulfill each and every term, condition and obligation set forth above in the Ordinance granting a Class "J" Liquor License to the Western Springs Business Association, including each of the conditions set forth in Section 2 above. I understand and agree that the Village of Western Springs has the right to charge the Western Springs Business Association for special municipal services, such as police, fire and public works personnel and services that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events, or to clean up and dispose of any debris, litter or waste caused by the Special Events in the case where the Western Springs Business Association fails to perform its obligations under this Ordinance. By accepting the issuance of the Class "J" Liquor License, the Western Springs Business Association agrees to pay for such special municipal services provided by the Village of Western Springs which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. I understand and agree that the charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village of Western Springs, and the Western Springs Business Association shall not object to the payment of such costs.

Western Springs Business Association / Liquor License Applicant

By: _____
Jeff Dulla, President or
Authorized WSBA Board Member

Date: _____, 2026

Group Exhibit "A"

**Liquor License Application/ Special Event Application,
which includes the Special Event Site Plans**

and

Barricade Maps

Site plans from 2025 provided for reference. Site plans for 2026 events will be provided at least 15 days in advance of the event for Village staff review and approval

(attached)

Exhibit "B"

Temporary Use Permit

(attached)

Draft

**Exhibit “B” to
Class “J” (Special Events On Village Owned Property; Beer And Wine Only)
Liquor License Ordinance**

**VILLAGE OF WESTERN SPRINGS
Temporary Use Permit**

Temporary Use Permit for: 2026 Western Springs Business Association Special Events, as follows:

- **Gathering on the Green – Friday, June 26, 2026**
- **Jammin’ in July – Wednesday, July 8, 2026, Wednesday, July 15, 2026, Wednesday, and July 22, 2026**
- **Winter Wonderland – Saturday, November 28, 2026, Sunday, November 29, 2026, Saturday, December 5, 2026, and Sunday, December 6, 2026**

Date of Village Board Approval: April 27, 2026

Applicant/Permittee: Western Springs Business Association

Location: Village Tower Green Area, and Hillgrove Avenue Between Lawn Avenue and Grand Avenue, and Portions of Grand Avenue, Lawn Avenue and Walnut Street Adjacent to the Village Tower Green Area

At a Village of Western Springs Board Meeting held on April 27, 2026, the President and Board of Trustees of the Village of Western Springs (the “Village”) voted to approve and issue a Temporary Use Permit (“TUP”) to the Western Springs Business Association (the “WSBA”) to allow the WSBA to operate the following Special Events (collectively the “2026 WSBA Special Events”) to be held on the following dates, or such alternate dates and alternate hours, as approved by the Village President / Local Liquor Control Commissioner:

1. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 26, 2026 **(Alcohol will be served as part of this Special Event).**
2. Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 8, 2026, Wednesday, July 15, 2026, and Wednesday, July 22, 2026 **(Alcohol will be served as part of this Special Event).**
3. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 28, 2026, Sunday, November 29, 2026, Saturday, December 5, 2026, and Sunday, December 6, 2026 **(No alcohol will be served as part of this Special Event).**

SUBJECT TO THE CONDITIONS BELOW:

Permit for Special Events

Location: The Permittee’s Narrative dated March 16, 2026, and its Site Plans are approved by the Village under this TUP. The Narrative and its Site Plans are attached hereto as **Group Exhibit “A”** and made a part hereof.

The Permittee shall locate, construct, maintain and operate the 2026 WSBA Special Events in accordance with the attached Narrative and Site Plans (“Outdoor Licensed Premises”), subject to the conditions set forth below.

Conditions:

1. **Co-Liquor License Holders:** The President and Board of Trustees authorize and approve the WSBA selecting one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the 2026 WSBA Special Events that are authorized to sell and serve alcohol (collectively the “Co-Liquor License Holders”). Prior to the 2026 WSBA Special Events that are authorized to sell and serve alcohol, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner.
2. **Compliance with Code Regulations:** The Permittee shall locate, construct, maintain and operate the 2026 WSBA Special Events in accordance with applicable laws and regulations, including the provisions of the Western Springs Municipal Code.
3. **Noise; Music:** The noise from the operation of and patrons of the 2026 WSBA Special Events shall be monitored by the Permittee so as to not become a nuisance to surrounding property owners.
4. **On-Site Manager:** There shall be an on-site manager for the Permittee physically present at each of the 2026 WSBA Special Events during the hours of operation of the 2026 WSBA Special Events.

Other Conditions that Apply to the 2026 WSBA Special Events:

1. **Notice to Residents: At least fifteen (15) calendar days** prior to the 2026 WSBA Special Events, the Permittee shall provide written notice of the final Village-approved Site Plans and the hours of operation for the 2026 WSBA Special Events to the property owners who live immediately adjacent to or across from the Village Tower Green Area.

Notice shall be required on or before the following dates for the 2026 WSBA Special Events:

- A. Gathering on the Green: on or before June 5, 2026.
- B. Jammin’ in July: on or before June 20, 2026.
- C. Winter Wonderland: on or before November 11, 2026.

If it is necessary to conduct the 2026 WSBA Special Events on alternate dates or alternate hours, the Village President / Local Liquor Control Commissioner will select the alternate dates or alternate hours and then the WSBA shall hand deliver written notice of the final Village-approved 2026 WSBA Special Events Site Plan and the alternate dates and alternate hours of operation for the 2026 WSBA Special Events to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises at least five (5) days prior to the date of the 2026 WSBA Special Events.

2. **License and Indemnification Agreement and Insurance:** Prior to the execution of this TUP, the Permittees shall each execute and return to the Village a License and Indemnification Agreement on a Village-approved form and provide proof of insurance as required in the Agreement.

3. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Site Plans may be altered or amended at any time at the direction of the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications or other safety-related requirements pertaining to the Village-approved Site Plans that are required by the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development.

4. **Reimbursement to Village for Special Costs:** The Village reserves the right to charge the Permittee for special municipal services, such as police, fire, emergency medical services, and public works personnel and services, that are necessary to protect the health, welfare and safety of the public and those individuals who attend the 2026 WSBA Special Events or to clean up and dispose of any debris, litter or waste caused by the 2026 WSBA Special Events, in the case where the Permittee fails to perform its obligations in that regard. Upon execution of this TUP, the Permittee agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the 2026 WSBA Special Events. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

5. **Liquor Sales and Consumption.** In conjunction with the WSBA, all Co-Liquor License Holders shall comply with the provisions of **Ordinance Number 26-_____**, which granted to WSBA a Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the purpose of allowing the retail sale and outdoor consumption of beer and wine at the 2026 WSBA Special Events.

IN WITNESS WHEREOF, the Parties hereto have executed this Temporary Use Permit as of the dates set forth below.

VILLAGE OF WESTERN SPRINGS

WESTERN SPRINGS BUSINESS ASSOCIATION

By: _____
 Heidi Rudolph
 Village President

By: _____
 Jeff Dulla
 President / Authorized Agent

Date: _____, 2026

Date: _____, 2026

Date of Permit Issuance: _____, 2026

By: _____
 Heather Valone
 Director of Community Development

Group Exhibit "A"

**Western Springs Business Association Narrative
dated March 16, 2026**

and

Site Plans

(attached)

Draft

Exhibit "C"

License and Indemnification Agreement

(attached)

Draft

**LICENSE AND INDEMNIFICATION AGREEMENT FOR TEMPORARY USE
OF A PUBLIC RIGHT-OF-WAY TO CONDUCT SPECIAL EVENTS AND TO OPERATE A
BEER AND WINE RETAIL SALES TENT AND ALCOHOLIC BEVERAGE SALES/CONSUMPTION AREA
AT THE GATHERING ON THE GREEN, JAMMIN' IN JULY
AND WINTER WONDERLAND SPECIAL EVENTS**

**[Western Springs Business Association for 2026 Special Events:
Gathering on the Green, Jammin' in July and Winter Wonderland Special Events]**

This License and Indemnification Agreement ("Agreement") has been entered into this 27th day of April, 2026 by and between the Village of Western Springs, an Illinois municipal corporation (the "Village" or "Licensor"), and the Western Springs Business Association, an Illinois not-for-profit corporation (the "WSBA" or "Special Events Applicant"), who is sponsoring several special events within the Village during calendar year 2026. The WSBA and the Village are collectively referred to at times as the "Parties" and individually as a "Party", in regard to the following:

WHEREAS, the Village owns certain public land, sidewalks, open space and streets commonly known as the "Water Tower Green Area" and portions of the adjacent rights-of-way of Burlington Avenue, Hillgrove Avenue, Grand Avenue, Lawn Avenue and Walnut Street (the "Village ROW Area") in Western Springs, Cook County, Illinois, as shown on the Site Plans attached hereto as **Group Exhibit "A"** and made a part hereof (the "Licensed ROW Area"); and

WHEREAS, the WSBA operates a not-for-profit corporation promoting the growth of businesses in the Village. WSBA desires to use portions of the Licensed ROW Area, as shown on the attached Site Plans, for the purposes of conducting several special events and operating a beer and wine tent for the retail sale and service of beer and wine and outdoor possession and consumption of beer and wine in an alcoholic beverage sales/consumption area on the Licensed ROW Area only during the 2026 Gathering on the Green and Jammin' in July Special Events ("GG and JJ Special Events"). Alcohol will be served as part of the Winter Wonderland Special Event only on Saturday, December 5, 2026 ("WW Special Event"). The special events are to be held on the following dates during Village-approved hours (collectively, the "Special Events"):

1. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 26, 2026. **(Alcohol will be served as part of the GG Special Event.)**
2. Jammin' in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 8, 2026; Wednesday, July 15, 2026; Wednesday, July 22, 2026. **(Alcohol will be served as part of the JJ Special Event.)**
3. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 28, 2026; Sunday, November 29, 2026; Saturday, December 5, 2026; and Sunday, December 6, 2026. **(No alcohol will be served as part of the WW Special Event.)**

The Special Events will be held during the hours set forth above and in Section 1 below. If requested, alternate dates and alternate hours may be approved by the Local Liquor Control Commissioner; and

WHEREAS, as in prior years, WSBA may decide to work with one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events (collectively the "Co-Liquor License Holders"). Prior to the Special Events, any

such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses, and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner; and

WHEREAS, the Special Events Applicant has applied to the Village for and received approval of a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License to sell at retail and serve beer and wine on the Licensed ROW Area for the Special Events only, subject to certain conditions set forth in **Ordinance No. 26-_____** (Approval of the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License) (the “Liquor License Ordinance”), attached hereto as **Exhibit “B”** and made a part hereof, and in this Agreement; and

WHEREAS, this Agreement is required by Section 4-1-9(J) of the Western Springs Municipal Code and is a necessary inducement for the Village to allow the Special Events Applicant the use of a portion of the public right-of-way for the purposes stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration the sufficiency of which is acknowledged, the Village grants the Special Events Applicant a license for the temporary use of the Licensed ROW Area to operate the Special Events and to maintain a beer and wine tent and alcoholic beverage sales/consumption area only during the Special Events, in accordance with the following terms and conditions:

1. Term and License Fee.

A. Date and Times: Provided that the Special Events Applicant and any Co-Liquor License Holders have executed this Agreement and returned it to the Village Manager prior to the Special Events, the Village authorizes the temporary, non-exclusive use of the Licensed ROW Area, as shown on the attached Site Plans, by the Special Events Applicant and any Co-Liquor License Holders to operate the Special Events and to operate a beer and wine tent and alcoholic beverage sales/consumption area on the following dates and hours (as appropriate, the “Special Events Dates”):

- i. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 26, 2026 (Alcohol will be served as part of this Special Event).
- ii. Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 8, 2026, Wednesday, July 15, 2026, and Wednesday, July 22, 2026 (Alcohol will be served as part of this Special Event).
- iii. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 28, 2026, Sunday, November 29, 2026, Saturday, December 5, 2026, and Sunday, December 6, 2026 (**No alcohol will be served as part of this Special Event**).

All sales and service of beer and wine and outdoor possession and consumption of beer and wine shall be limited to the “Outdoor Licensed Premises”, as shown on the attached Site Plans, on the Special Event Dates. The **“last call” deadline** shall be thirty (30) minutes before the closing time of the Special Events. Consumption of beer and wine shall be limited to the Outdoor Licensed Premises during the Special Events Dates. The license fee shall be considered to be included in the payment of the required liquor license fee submitted by the Special Events Applicant to the Village for the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License.

B. Setup and Removal: The Special Events Applicant and its employees and agents and any Co-Liquor License Holders and their employees and agents shall be allowed the use of the Licensed ROW Area, as shown on the attached Site Plans, during the **three-hour period immediately prior to the start of each Special Event, or as otherwise allowed by the Village Manager**, only for purposes of setting up the beer and wine tent and alcoholic beverage sales/consumption area and other structures required for the Special Events, and shall immediately remove the beer and wine tent and alcoholic beverage sales/consumption area and the other structures required for the Special Events at the conclusion of the Special Events from the Licensed ROW Area. The temporary, non-exclusive license granted under this Agreement to **use the Licensed ROW Area for the Special Events and for a beer and wine tent and alcoholic beverage sales/consumption area terminates one (1) hour after the completion of each Special Event**. The removal of the beer and wine tent and the alcoholic beverage sales/consumption area and other structures required for the Special Events from the Licensed ROW Area shall be **completed by no later than one (1) hour after the conclusion of each Special Event. If any of the Special Events require a stage, the stage shall be removed prior to 11:00 A.M. the next day following the Special Event, or as allowed by the Village Manager.**

C. Termination. This Agreement shall terminate following the conclusion of the last Special Event Date, except that the release, hold harmless and indemnification provisions of Section 10 of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applies to all claims and causes of actions of any kind that could be or are brought against the Village or the Village's Affiliates (as defined below) that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village. In addition, the obligations of the Special Events Applicant and any Co-Liquor License Holders set forth in Section 4 (Care and Maintenance of Premises) and Section 5 (Restoration of Premises) below shall survive the termination of this Agreement, until those obligations are fully satisfied by the Special Events Applicant and any Co-Liquor License Holders.

2. Condition of Premises. By taking possession of the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders accept the Licensed ROW Area and the Outdoor Licensed Premises in the condition existing as of each of the Special Event Dates. The Special Events Applicant and any Co-Liquor License Holders acknowledge that they have inspected the Licensed ROW Area and the Outdoor Licensed Premises and acknowledge that it is in good condition. The Village makes no representations or warranty with respect to the condition of the Licensed ROW Area and the Outdoor Licensed Premises. The Special Events Applicant and any Co-Liquor License Holders acknowledge that the Village has made no representations or promises to the Special Events Applicant and any Co-Liquor License Holders to alter, repave or otherwise improve the condition of the Licensed ROW Area and the Outdoor Licensed Premises.

3. Use. The Special Events Applicant and any Co-Liquor License Holders shall be permitted to the temporary, non-exclusive use of the Licensed ROW Area to operate the Special Events, and the Special Events Applicant and any Co-Liquor License Holders shall be permitted to maintain a beer and wine tent and alcoholic beverage sales/consumption area and other structures required for the Special Events within the Outdoor Licensed Premises on each of the Special Event Dates during the hours authorized above in Section 1. The Special Events Applicant's and any Co-Liquor License Holders' use shall comply with all statutes, ordinances, requirements and laws (including environmental laws and regulations) of all municipal, County, State and federal authorities now in force, or which may hereafter be in force, pertaining to the Licensed ROW Area and the Outdoor Licensed Premises, including the Liquor License Ordinance.

4. Care and Maintenance of Premises. The Special Events Applicant and any Co-Liquor License Holders shall, at their own expense and at all times, be responsible for maintaining the Licensed ROW Area and the Outdoor Licensed Premises in good condition, and free from litter and other debris generated by the Special Events. The Special Events Applicant and any Co-Liquor License Holders shall, at their own expense, hire personnel to clean up all litter and debris from patrons and attendees of the Special Events, to wash the Licensed ROW Area and the Outdoor Licensed Premises in order to remove any food or drink residue, and to repair or replace any damaged public property caused during the Special Events.

5. Restoration of Premises. Upon termination of this Agreement by lapse of time or otherwise, the Special Events Applicant and any Co-Liquor License Holders, at their own expense, shall return and restore the Licensed ROW Area and the Outdoor Licensed Premises to as good condition as existed prior to the start of the Special Event, ordinary wear and tear excepted. The Village Manager shall direct the Special Events Applicant and any Co-Liquor License Holders to make such repairs and restorations as the Village deems necessary in order to restore the Licensed ROW Area and the Outdoor Licensed Premises to its previous condition.

6. Compliance with Laws. The Special Events Applicant's and any Co-Liquor License Holders' use of the Licensed ROW Area and the Outdoor Licensed Premises is contingent upon their continuing compliance with all State, County and local regulations relative to the operation of the beer and wine tent(s) for the retail sale and service of beer and wine and the alcoholic beverage sales/consumption area(s) and other structures required for the Special Events, including, but not limited to:

- A. Compliance with all State, County and local laws and regulations pertaining to the serving of beer and wine.
- B. Compliance with the provisions of the Liquor License Ordinance (**Exhibit "B"**), including the "Special Events Site Plan" approved therein.
- C. Compliance with all State, County and Village health code regulations.
- D. Compliance with all other applicable provisions and regulations of the Western Springs Municipal Code.

7. Interference With Access. The Special Events Applicant and any Co-Liquor License Holders represent and warrant that its/their use of the Licensed ROW Area and the Outdoor Licensed Premises shall not interfere in any way with the use of the remaining public rights-of-way owned by the Village, the State or the County. The Special Events Applicant and any Co-Liquor License Holders shall maintain within the Licensed ROW Area and the Outdoor Licensed Premises adequate, unobstructed access pathways and open areas for pedestrian foot traffic and access by police/fire/emergency medical/ambulance personnel and vehicles. In the event that any Village official, firefighter or law enforcement officer provides written or verbal notice of a failure to maintain adequate, unobstructed access or pathways or open space areas necessary for safe pedestrian foot traffic and access by police/fire/emergency medical/ambulance personnel and vehicles within the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders agree to take immediate actions to remedy such situation. Upon a failure to immediately remedy such situation to the satisfaction of the Village, the Village, in its discretion, may either immediately terminate this Agreement and demand the immediate cessation of all activities on the Licensed ROW Area and the Outdoor Licensed Premises or may relocate any vehicles, fences, enclosures, tents, structures, equipment or other personal property associated with the beer and wine tent or the alcoholic beverage sales/consumption area in order to remedy such situation.

8. Assignment and Subletting. This Agreement may not be assigned or sub-letted by the Special Events Applicant and any Co-Liquor License Holders without the prior written consent of the Village, which may be withheld in the Village's absolute discretion. In the event of the Special Events Applicant's and any Co-Liquor License Holder's unauthorized assignment or subletting, this Agreement shall immediately terminate.

9. Village Entry and Inspection. The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Licensed ROW Area and the Outdoor Licensed Premises at any time and with or without prior notice, for all purposes, including but not limited to inspection of the set-up, operation and removal of the beer and wine tent and the alcoholic beverage sales/consumption area, and inspection of any other activities being conducted at or associated with the Special Events.

10. Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification. The Special Events Applicant and any Co-Liquor License Holders agree as follows:

A. **Hold Harmless and Indemnification.** The Special Events Applicant and any Co-Liquor License Holders agree to protect, indemnify, save and hold forever harmless the Village of Western Springs and its former, current and future officers, appointed and elected officials, president and 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 Special Events Applicant and any Co-Liquor License Holders and its/their officers, officials, employees, contractors, subcontractors, volunteers and agents, arising out of or relating to the Special Events and any activities associated with the Special Events, including but not limited to the retail sale, service and consumption of alcohol as part of the Special Events.

B. **Risk Of Injury.** The Special Events Applicant and any Co-Liquor License Holders assume the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its employees, patrons or members of the public may sustain arising out of or relating to the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

C. **Waiver Of Claims.** The Special Events Applicant and any Co-Liquor License Holders agree to waive and relinquish any and all claims or causes of action of any kind that they or their officers, employees, volunteers and agents may have against the Village and the Village Affiliates arising out of or relating to the Special Events or the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

D. **Release From Liability.** The Special Events Applicant and any Co-Liquor License Holders fully release and discharge 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 Special Events Applicant and any Co-Liquor License Holders or its/their officers, employees, volunteers, agents, patrons or members of the public may have or which arise out of or relate to the Special Events or the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

11. Insurance. During the term of this Agreement, the Special Events Applicant and any Co-Liquor License Holders agree to have the Village and the Village Affiliates expressly named as additional insureds

on its insurance policies, in its endorsements and on its certificates that it is required to maintain for the Special Events as noted below. The Special Events Applicant and any Co-Liquor License Holders shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:

- A. Comprehensive General Liability (\$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate).
- B. Umbrella Coverage (\$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate).
- C. Workers’ Compensation – Statutory (The Special Events Applicant and any Co-Liquor License Holders shall provide this coverage).
- D. Dram Shop - Statutory (or at least \$1,000,000.00 minimum limit per Section 4-1-20 (Insurance Requirements) of the Municipal Code). **(The Special Events Applicant and any Co-Liquor License Holders shall provide this coverage for the Special Events only.)**

The Special Events Applicant and any Co-Liquor License Holders shall furnish certificates of insurance (and policies, if requested), with premiums paid in full, prior to the effective date of this Agreement, copies of which are incorporated herein by reference as **Exhibit “C”** and made a part hereof. The Special Events Applicant and any Co-Liquor License Holders shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent “AM Best Insurance Rating Guide.” The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Special Events Applicant and any Co-Liquor License Holders shall also carry, during the life of this Agreement, a Worker’s Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The Special Events Applicant’s and any Co-Liquor License Holder’s policy or policies of insurance shall specifically recognize and cover the Special Events Applicant’s and any Co-Liquor License Holder’s indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Special Events Applicant and any Co-Liquor License Holders shall be primary and exclusive for these Special Events. The Village’s 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 not contribute to or be available for use in any claims since the Village is not serving any alcohol nor is it an employer of any of employees of the Special Events Applicant and any Co-Liquor License Holders.

All Certificate(s) of Insurance shall contain the following endorsement: “Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Village.”

In the event of the cancellation of any insurance policy required herein, or upon the Special Events Applicant’s and any Co-Liquor License Holders’ failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the Special Events Applicant and any Co-Liquor License Holders shall be primary to the Village’s own insurance.

12. Alterations. The Special Events Applicant and any Co-Liquor License Holders shall not, without first obtaining the written consent of the Village, make any alterations, additions or improvements to the Licensed ROW Area and the Outdoor Licensed Premises, which consent may be withheld in the Village’s sole discretion. All alterations and additions to the Licensed ROW Area and the Outdoor Licensed Premises, whether temporary or permanent in character and whether made or paid for by the Special

Events Applicant or any Co-Liquor License Holders or the Village, shall, without compensation to Special Events Applicant and any Co-Liquor License Holders, become the Village's property upon installation on the Licensed ROW Area or the Outdoor Licensed Premises and shall, unless the Village requests its/their removal, be relinquished to the Village in good condition, ordinary wear and tear excepted, at the termination of this Agreement by lapse of time or otherwise.

Alterations shall be installed in a workmanlike manner with quality, high-grade materials. The Special Events Applicant and any Co-Liquor License Holders shall pay for all alteration work. Upon completion of all alteration work, the Special Events Applicant and any Co-Liquor License Holders shall pay all costs for said alterations and furnish the Village with full and final waivers of lien and receipts for bills, covering all labor and materials expended and used to complete said alterations. The Special Events Applicant and any Co-Liquor License Holders shall not permit any mechanics lien to be filed against the Licensed ROW Area and the Outdoor Licensed Premises, and they agree to indemnify and hold the Village harmless against any such liens and all damages, costs, expenses and attorneys' fees in connection with the Village's involvement with resolving the mechanics lien dispute, including any legal or consultant fees associated with the settlement of, removal from title or payment of the lien.

It is expressly understood by the Special Events Applicant and any Co-Liquor License Holders and its/their agents that, if the Special Events Applicant and any Co-Liquor License Holders perform any alterations to the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders agree to indemnify, hold harmless, release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities, costs, expenses, damages, claims or causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including the Special Events Applicant and any Co-Liquor License Holders or its/their officers, employees, volunteers, agents, contractors, subcontractors, patrons or members of the public may have or which arise out of, are connected with or are in any way associated with the construction or performance of the alterations of the Village's Licensed ROW Area and the Outdoor Licensed Premises to the full extent possible under the provisions of this Section 10 and Section 12 below.

The Special Events Applicant and any Co-Liquor License Holders shall furnish the Village with certificates of insurance from all contractors performing labor or furnishing materials in connection with said alteration work, insuring the Village and the Village Affiliates against any and all liabilities that may arise out of or be connected with said alteration work, in conformance with the insurance amounts and other requirements set forth in Section 10 above and this Section 12.

13. Default. Each of the following acts or omissions of the Special Events Applicant and any Co-Liquor License Holders or occurrences shall constitute an "Event of Default":

- A. Failure or refusal by the Special Events Applicant and any Co-Liquor License Holders to comply with any of its/their obligations set forth in this Agreement; or
- B. The entry of a decree or order for relief by a court having jurisdiction over the Special Events Applicant and any Co-Liquor License Holders in an involuntary case under the federal bankruptcy, insolvency or other similar law, or appointing a receiver, liquidation, assignee, custodian, trustee or any guarantor of the Special Events Applicant's and any Co-Liquor License Holders' obligations hereunder; or

- C. The commencement by the Special Events Applicant and any Co-Liquor License Holders of a voluntary case under the federal bankruptcy laws, or any other applicable federal or state bankruptcy, insolvency or other similar law; or
- D. Cancellation of the Special Events without a rescheduled date.

14. Village's Remedies on Default. If the Special Events Applicant and any Co-Liquor License Holders default in the performing of any of the other covenants or obligations hereof, or in the occurrence of any Events of Default, the Village shall give the Special Events Applicant and any Co-Liquor License Holders written or verbal notice of such default; and if the Special Events Applicant and any Co-Liquor License Holders do not immediately cure any such default or take immediate actions to cure such default, then the Village may terminate this Agreement. Upon termination of this Agreement, the Special Events Applicant and any Co-Liquor License Holders shall promptly remove their personal property, equipment, and inventory of food, beer, wine and materials from the Licensed ROW Area and the Outdoor Licensed Premises.

15. Non-Waiver. Failure by the Special Events Applicant and any Co-Liquor License Holders or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the Special Events Applicant and any Co-Liquor License Holders and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

16. Attorneys' Fees. In case suit should be brought by the Village for recovery of the Licensed ROW Area or the Outdoor Licensed Premises, or because of any act, which may arise out of the possession of the Licensed ROW Area or the Outdoor Licensed Premises, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.

17. Option to Renew. The temporary, non-exclusive license created by this Agreement is not renewable and a new license is required for any subsequent special event(s).

18. Notices. Any notice which any Party may or is required to give shall be given by hand delivery or mailing the same, by United States Certified Mail, postage prepaid, to the Special Events Applicant and any Co-Liquor License Holders at their current business address or to the Village at 740 Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558, or to such other places as may be designated by the Parties from time to time.

19. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. Right to Terminate. The Village may terminate this Agreement at any time and for any reason upon written notice or verbal notice to the Special Events Applicant and any Co-Liquor License Holders. The Special Events Applicant and any Co-Liquor License Holders agree that, in the event the Village exercises its right to terminate this Agreement, the Special Events Applicant and any Co-Liquor License Holders agree to restore the Licensed ROW Area and the Outdoor Licensed Premises to its condition as of

the Special Event Dates, as required by Section 5 above. If this Agreement is terminated for any reason by the Village, the temporary, non-exclusive license to use the Licensed ROW Area shall terminate at the same time.

21. Venue. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding. This Agreement, 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.

22. 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 Special Events Applicant and any Co-Liquor License Holders 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 as evidence in any action in which the terms of this Agreement are sought to be enforced.

23. Authority to Bind. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

24. Effective Date. This Agreement shall become effective upon the date of execution by the last signatory below, which date shall be inserted on page 1 of this Agreement.

IN WITNESS WHEREOF, the Parties below have executed this Agreement on behalf of the Village of Western Springs and the Western Springs Business Association.

VILLAGE OF WESTERN SPRINGS

**WESTERN SPRINGS
BUSINESS ASSOCIATION**

By: _____
Heidi Rudolph, Village President

By: _____
Jeff Dulla , President

Date: April 27, 2026.

Date: _____, 2026.

NOTE: The Acknowledgement and Signature Pages to this Agreement for each Co-Liquor License Holder of a Class "J" Special Events Liquor License shall be attached to this Agreement following this page and shall be incorporated into this Agreement by reference.

**Acknowledgement and Signature Page
for the Co-Liquor License Holder
of a Class "J" Special Events Liquor License
to the License And Indemnification Agreement
for Temporary Use of A Public Right-Of-Way
to Conduct Special Events and to Operate A Beer And Wine Retail Sales Tent
And Alcoholic Beverage Sales/Consumption Area at
the Gathering on the Green and Jammin' in July and Winter Wonderland Special Events**

**[Western Springs Business Association for 2026 Special Events:
Gathering on the Green, Jammin' in July and Winter Wonderland Special Events]**

I, the undersigned Co-Liquor License Holder, agree to comply with and fulfill each and every term, condition and obligation set forth above in the attached License And Indemnification Agreement For Temporary Use Of A Public Right-Of-Way To Conduct Special Events and To Operate A Beer And Wine Retail Sales Tent And Alcoholic Beverage Sales/Consumption Area At the Gathering on the Green, Jammin' in July and Winter Wonderland Special Events and the Village Ordinance granting a Class "J" Liquor License to the Western Springs Business Association for the 2026 Special Events.

NAME: _____ d/b/a _____

By: _____
Jeff Dulla
President / Authorized Officer

Date: _____, 2026

Group Exhibit "A"

Site Plans of Licensed ROW Area to be used for the Special Events

Site plans from 2025 provided for reference. Site plans for 2026 events will be provided at least 15 days in advance of the event for Village staff review and approval

(attached)

Draft

Exhibit "B"

Ordinance No. _____

**Approval of the Class "J"
(Special Events On Village Owned Property; Beer and Wine Only)
Liquor License**

(attached)

Draft

Exhibit "C"

Insurance Certificates

(attached)

Draft

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

**AN ORDINANCE APPROVING THE CREATION OF A CLASS "J" (SPECIAL EVENTS ON VILLAGE OWNED PROPERTY; BEER AND WINE ONLY) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS BUSINESS ASSOCIATION FOR THE 2026 GATHERING ON THE GREEN, JAMMIN' IN JULY AND WINTER WONDERLAND SPECIAL EVENTS TO BE CONDUCTED ON THE VILLAGE TOWER GREEN AREA AND PORTIONS OF THE ADJACENT RIGHTS-OF-WAY OF HILLGROVE AVENUE, LAWN AVENUE, GRAND AVENUE AND WALNUT STREET AND APPROVING THE RELATED TEMPORARY USE PERMIT AND LICENSE AND INDEMNIFICATION AGREEMENT FOR THE SPECIAL EVENTS
(Gathering on the Green: Friday, June 26, 2026; Jammin' in July: Wednesday, July 8, 2026, Wednesday, July 15, 2026, and Wednesday, July 22, 2026; and Winter Wonderland: Saturday, December 5, 2026)**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 27th day of April, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 27th day of April, 2026.

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

AYES: _____
NAYS: _____
ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same, and that it has been published by me in pamphlet form on the date set forth below.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this ____ day of April, 2026.

[SEAL]

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 5.B.

To: Board of Trustees

From: Ellen Baer, Village Manager, Jill Izzo, Deputy Village Clerk

CC: Heather Valone, AICP, Director of Community Development , Anne Skrodzki, Village Attorney

RE: Ordinance Amending Title 4 Relative to Class "B" and Class "H" Liquor Licenses Issued in Western Springs (Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria and R Bar) (Omnibus Item)

Recommendation

An Ordinance amending Title 4 relative to the number of Class "B" and Class "H" liquor licenses issued will be discussed at the April 13, 2026 General Government Committee meeting.

Summary

A written request was received from the owner of Salerno's Western Springs to cancel their current liquor license effective March 26, 2026. As such, an Ordinance reducing the number of liquor licenses issued must be approved to amend Title 4, Section 4-1-10A (Limitation on Number of Licenses) to remove Salerno's Western Springs, Inc.'s Class "B" and Class "H" liquor license.

Draft ordinance is attached for review.

Financial Impact

N/A

Recommended Motion

I move to approve an Ordinance amending Title 4, Chapter 1, Section 4-1-10A of the Village Code relative to the number of Class "B" and Class "H" liquor licenses which can be issued in Western Springs.

Strategic Plan Alignment

N/A

File Attachments

1. Ordinance Terminating Class B and Class H N Liquor Licenses for Salerno's Western Springs

Note: New text is underlined and deleted text is shown as stricken text.

Draft 3.30.3026

ORDINANCE NO. 26-

VOTE:

AYES:

NAYS:

ABSTAIN:

DATE:

OTHER: None.

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL), CHAPTER 1 (ALCOHOLIC LIQUOR), SECTION 4-1-10A(2) and SECTION 4-1-10A(8) OF THE WESTERN SPRINGS VILLAGE CODE RELATIVE TO THE NUMBER OF CLASS "B" (FULL SERVICE RESTAURANT WITH A PATRON BAR); CLASS "H" (OUTDOOR LIQUOR CAFÉ); LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria & R Bar)

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

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

SECTION 2: Approval of Amendment to Liquor License Ordinance. Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A (Limitation on Number of Licenses) of the Western Springs Village Code ("Code") is amended to decrease the number of Class "B" (Limited Service Restaurant License; Beer and Wine Only; No Patron or Service Bar); and Class "H" (Outdoor Liquor Café); Liquor Licenses which can be issued in the Village of Western Springs as a result of the termination of the Class "B" and Class "H" Liquor Licenses issued to Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria & R Bar, for the restaurant located at 821 Burlington Avenue, Western Springs, Illinois. Section 4-1-10A (Limitation on Number of Licenses) of the Code shall be amended as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

4-1-10: LIMITATION ON NUMBER OF LICENSES:

A. Number of Liquor Licenses: The number of licenses by classification shall be as follows:

2. Class B: A class B liquor license (full service restaurant with a patron bar) has been created for issuance to each person or entity listed below:

~~c. Salerno's Western Springs, Inc., DBA Salerno Pizzeria & R Bar for a restaurant located at 821 Burlington Avenue, Western Springs, Illinois.~~

d. c. Hillgrove Tap, LLC, DBA Hillgrove Tap for a restaurant located at Unit 101, Unit 102 and Unit 103 in the 800 Hillgrove Avenue Building, 800 Hillgrove Avenue, Western Springs, Illinois.

e. d. Guac N Tacos, LLC, DBA Guac N Tacos for a restaurant located at Unit 104 in the 800 Hillgrove Avenue Building located at 800 Hillgrove Avenue, Western Springs, Illinois.

~~f. e.~~ Ella's Italian Pub, LLC d/b/a Ella's Italian Pub for a restaurant located at 4471 Lawn Avenue, Western Springs, Illinois.

8. Class H: A Class H Liquor License (outdoor liquor café) has been created for issuance to each person or entity listed below:

~~c.~~ Salerno's Western Springs, Inc., DBA Salerno Pizzeria & R Bar for an outdoor liquor café located at 821 Burlington Avenue, Western Springs, Illinois.

~~d. c.~~ Guac N Tacos, LLC, DBA Guac N Tacos for a restaurant located adjacent to Unit 104 in the 800 Hillgrove Avenue Building located at 800 Hillgrove Avenue, Western Springs, Illinois.

~~e. d.~~ Virant Restaurants, Inc., DBA Petite Vie for a restaurant located at 909 Burlington Avenue, Western Springs, Illinois.

~~f. e.~~ Ella's Italian Pub, LLC d/b/a Ella's Italian Pub for an outdoor liquor café located at 4471 Lawn Avenue, Western Springs, Illinois.

~~g. f.~~ Daydream Coffee Company, d/b/a The Opry for the operation of an outdoor liquor cafe located on a portion of the private rear lot area of 4354 Johnson Avenue, Western Springs, Illinois.

SECTION 3: Codifier to Make Code 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 4: Conflicts and Repealer. All ordinances, codes or regulations, or parts of ordinances, codes or regulations, of the Village of Western Springs in conflict with the provisions of this Ordinance are repealed insofar as they conflict herewith. Except as to the Code Amendments set forth above in this Ordinance, all Chapters and Sections of the Western Springs Municipal Code shall remain in full force and effect.

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

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

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 27th day of April 2026, and approved by me as President on the same day.

Heidi Rudolph, Village President

Edward Tymick, Village Clerk

Published by me in pamphlet form this 27 day of April 2026

Edward Tymick, Village Clerk

DRAFT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL), CHAPTER 1 (ALCOHOLIC LIQUOR), SECTION 4-1-10A(2) and SECTION 4-1-10A(8) OF THE WESTERN SPRINGS VILLAGE CODE RELATIVE TO THE NUMBER OF CLASS "B" (FULL SERVICE RESTAURANT WITH A PATRON BAR) and CLASS "H" (OUTDOOR LIQUOR CAFÉ); LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria & R Bar) which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 27 day of April 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 27 day of April 2026.

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

AYES: _____
NAYS: _____
ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 27 day of April 2026.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 5.C.

To: Board of Trustees

From: Ellen Baer, Village Manager, Jill Izzo, Deputy Village Clerk

CC: Anne Skrodzki, Village Attorney, Heather Valone, AICP, Director of Community Development

RE: Ordinance Amending Title 4 Relative to Class "O" and Class "H" Liquor Licenses Issued in Western Springs (Daydream Coffee Company, LLC d/b/a The Opry)(Omnibus Item)

Recommendation

An Ordinance amending Title 4 relative to the number of Class "O" and Class "H" liquor licenses issued in Western Springs was discussed at the April 13, 2026 General Government Committee meeting.

Summary

Staff was notified by the owner of Daydream Coffee Company, LLC d/b/a The Opry that they would be closing their business soon and would not be renewing their liquor licenses. As such, an Ordinance reducing the number of liquor licenses issued must be approved to amend Title 4, Section 4-1-10A (Limitation on Number of Licenses) of the Village Code to remove Daydream Coffee Company, LLC d/b/a The Opry's Class "O" and Class "H" liquor licenses.

A draft ordinance is attached for review.

We have been notified that the owner has requested information on the State authorization process to transfer his inventory appropriately. The Village Attorney and staff are working with the Illinois State Liquor Control Commission to coordinate. To date, the State has sent no confirmation that an application has been submitted. The owner was provided a 14-day extension by the Village to accommodate this transfer.

Financial Impact

None

Recommended Motion

I move to approve an Ordinance amending Title 4, Chapter 1, Section 4-1-10A of the Village Code relative to the number of Class "O" and Class "H" liquor licenses issued in Western Springs.

Strategic Plan Alignment

Community Planning and Economic Development

File Attachments

1. Ordinance Terminating Class O and Class H N Liquor Licenses for The Opry

Note: New text is underlined and deleted text is shown as stricken text.

ORDINANCE NO. 26-

VOTE:

AYES:

NAYS:

ABSTAIN:

DATE:

OTHER: None.

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL), CHAPTER 1 (ALCOHOLIC LIQUOR), SECTION 4-1-10A(15) and SECTION 4-1-10A(8) OF THE WESTERN SPRINGS VILLAGE CODE RELATIVE TO THE NUMBER OF CLASS "O" (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)); CLASS "H" (OUTDOOR LIQUOR CAFÉ); LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (Daydream Coffee Company, LLC d/b/a The Opry)

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

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

SECTION 2: Approval of Amendment to Liquor License Ordinance. Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A (Limitation on Number of Licenses) of the Western Springs Village Code ("Code") is amended to decrease the number of Class "O" (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)); and Class "H" (Outdoor Liquor Café); Liquor Licenses which can be issued in the Village of Western Springs as a result of the termination of the Class "O" and Class "H" Liquor Licenses issued to Daydream Coffee Company, LLC d/b/a The Opry, for the restaurant located at 4354 Johnson Avenue, Western Springs, Illinois. Section 4-1-10A (Limitation on Number of Licenses) of the Code shall be amended as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

4-1-10: LIMITATION ON NUMBER OF LICENSES:

A. Number of Liquor Licenses: The number of licenses by classification shall be as follows:

15. Class O: A Class O Liquor License (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)) has been created for issuance to each person or entity listed below:

~~a. Daydream Coffee Company, DBA The Opry for a craft beer, wine and spirits store and food and coffee shop located at 4354 Johnson Avenue, Western Springs, Illinois.~~

8. Class H: A Class H Liquor License (outdoor liquor café) has been created for issuance to each person or entity listed below:

~~g. Daydream Coffee Company, d/b/a The Opry for the operation of an outdoor liquor cafe located on a portion of the private rear lot area of 4354 Johnson Avenue, Western Springs, Illinois.~~

SECTION 3: Codifier to Make Code 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 4: Conflicts and Repealer. All ordinances, codes or regulations, or parts of ordinances, codes or regulations, of the Village of Western Springs in conflict with the provisions of this Ordinance are repealed insofar as they conflict herewith. Except as to the Code Amendments set forth above in this Ordinance, all Chapters and Sections of the Western Springs Municipal Code shall remain in full force and effect.

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

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

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 13th day of April 2026, and approved by me as President on the same day.

Heidi Rudolph, Village President

Edward Tymick, Village Clerk

Published by me in pamphlet form this 13 day of April 2026

Edward Tymick, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL), CHAPTER 1 (ALCOHOLIC LIQUOR), SECTION 4-1-10A(15) and SECTION 4-1-10A(8) OF THE WESTERN SPRINGS VILLAGE CODE RELATIVE TO THE NUMBER OF CLASS "O" (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)); CLASS "H" (OUTDOOR LIQUOR CAFÉ); LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (Daydream Coffee Company, LLC d/b/a The Opry) which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 13 day of April 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 13 day of April 2026.

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

AYES: _____
NAYS: _____
ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 13 day of April 2026.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 5.D.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: (Discussion only) License Agreement for the use of Right-of-Way between the Village of Western Springs and MCI Metro Access Transmission Services LLC

Recommendation

A License Agreement with MCI Metro Access Transmission Services LLC (d/b/a Verizon Access Transmission Services) will be discussed at the April 13, 2026 General Government Committee meeting.

Summary

The proposed License Agreement between the Village of Western Springs and MCI Metro Access Transmission Services LLC (d/b/a Verizon Access Transmission Services) renews and replaces the now-expired right-of-way use agreement originally held by WideOpenWest (WOW), whose network assets Verizon acquired in 2017. Under the Agreement, the Village grants the Company a non-exclusive, revocable license to install, operate, maintain, and replace its privately owned fiber-optic cable system within designated public rights-of-way, as shown in Exhibit A.

The Agreement establishes a ten-year initial term, with the option for successive extensions of up to ten years each, subject to mutual approval and compliance. It includes standard provisions related to relocation responsibilities, emergency maintenance access, insurance requirements, indemnification, abandonment, interruptions of service, assignment, termination, and compliance with all applicable regulations. The Company is not required to pay additional fees to the Village so long as it maintains its status as a Telecommunications Retailer under state law and continues to pay required state-administered telecommunications taxes.

Overall, the Agreement formalizes the continued use of Village right-of-way by Verizon for its existing and future fiber infrastructure, while preserving Village oversight through permitting, construction standards, relocation authority, and legal protections. Upon execution, it supersedes previous agreements with WOW or other entities regarding fiber infrastructure in the Village.

Financial Impact

N/A

Recommended Motion

I move to approve a License Agreement with MCImetro Access Transmission Services LLC (d/b/a Verizon Access Transmission Services) for a ten-year initial term, with the option for successive extensions of up to ten years each to install, operate, maintain, and replace its privately owned fiber-optic cable system within designated public rights-of-way within the Village of Western Springs

Strategic Plan Alignment

N/A

File Attachments

1. IL-Village of Western Springs - DRAFT License Agreement 12-10-2025 AMS COMMENT VERSION-JBD Comments 3-10-26
2. IL-Western Springs - MCImetro - Exhibit A

**LICENSE AGREEMENT FOR USE OF RIGHT-OF-WAY
BETWEEN THE VILLAGE OF WESTERN SPRINGS AND MCIMETRO ACCESS TRANSMISSION SERVICES LLC**

THIS AGREEMENT is made this ___th day of _____ 2026, by and between **MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services**, a Delaware limited liability company, with its principal offices at 600 Hidden Ridge, Irving, Texas 75038 (hereinafter referred to as the "Company" or "MCImetro"), and the **Village of Western Springs**, an Illinois municipal corporation ("Village"). The Village and the Company shall be referred to as the "Parties," and individually as a "Party."

RECITALS

1. Company has been certified by the Illinois Commerce Commission pursuant to Section 13-404 to provide and resell, intrastate and interstate telecommunication services within the State of Illinois and pursuant to Section 13-405 of the Public Utilities Act authorized to provide facilities-based local exchange telecommunications services within the State of Illinois, pursuant to Illinois Commerce Commission Order entered on November 22, 2005.
2. Company is registered with Illinois Department of Revenue and operates as a "Telecommunications Retailer" under the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/10).
3. On December 14, 2017, Company purchased from WideOpenWest Illinois, LLC ("WOW") certain assets, including a fiber-optic communications network serving portions of the greater Chicago market and thereby became the successor-in-interest to an existing (now expired) license agreement, dated November 9, 2015 (and as addended), with respect to the communications network serving the Village. This License Agreement shall replace the now expired WOW agreement that covers said network.
4. Company desires a license to place, operate, maintain, and replace a privately owned and operated fiber optic telecommunications cables (the "Fiber Optic Cable System") both underground and on existing utility poles within the Approved ROW Locations, within public rights of way of the Village, as depicted and described in "**Exhibit A,**" attached hereto and made a part hereof.
5. Village maintains standards for construction within its public rights of way in Title 8 (Public Ways and Property), Chapter 11 (Standards for Construction of Utility Facilities In Public Rights Of Way), of the Village of Western Springs Municipal Code (the "ROW Construction Ordinance"), as amended from time to time.
6. Company agrees to apply for and abide by all appropriate permits and standards to install fiber optic cable, facilities and equipment within public rights of way in the Village.
7. Village has determined that it is useful to the Village and its residents to grant a public right of way use license to the Company for the Fiber Optic Cable System as provided in this Agreement.
8. Village desires to grant Company the right to install, construct, operate, maintain, and replace a communications network in public rights-of-way under the terms and conditions of this Agreement.
9. Village hereby acknowledges Company's completion and donation of the MAN Improvements set forth in Section 5 of the Parties' previous Agreement. Village agrees to provide at least a thirty (30) days' written notification to LICENSEE before it schedules maintenance to the MAN Improvements and consults LICENSEE before any maintenance is undertaken on the fiber strands or conduits.

NOW, THEREFORE, in consideration of the promises of each of the parties to the other and the covenants contained herein, it is agreed as follows:

1. **Recitals.** The recitals are a material part of this Agreement and are incorporated herein by reference.
2. **Grant of Right of Way Use License.** For and in consideration of the terms of this Agreement, and in compliance with all federal, state, county, and Village laws, ordinances, and regulations, the Village grants to the Company a non-exclusive revocable license (the "License") to construct, install, operate, maintain, and replace (collectively the "Maintenance") the Fiber Optic Cable System in the Approved ROW

Locations, subject to the terms of this Agreement. This Agreement and the License do not convey any right, title, or interest of any kind, including any ownership or leasehold interest, in any Village public rights of way, but is a license only for the use and occupancy of the specified Approved ROW Locations for the limited purposes stated in this Agreement.

In further consideration of, and subject to, the terms of this Agreement, the Village agrees to allow the Company, at its sole cost, to install additional facilities, operate, maintain, and replace fiber optic cables within the Approved ROW Locations to construct, install, operate, maintain, and replace for its Fiber Optic Cable System within certain of the Approved ROW Locations, including underneath the Burlington North Santa Fe Railroad ("BNSF") right of way ("BNSF ROW") using the Village-owned conduit adjacent to the Clausen Avenue pedestrian underpass.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Company may access Village public rights of way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work by Company must comply with the requirements for emergency maintenance in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, as amended from time to time.

Provided that Company complies with all Federal, State and Village statutes, codes, rules and regulations, Village grants to the Company, its successors, and assigns the non-exclusive right to install, maintain, extend, sell, lease and operate a fiber optic communications network within, over or under the public rights-of-way of the Village, including the existing fiber optic communications network shown in "Exhibit A."

3. Construction and Maintenance.

- a. Prior to the placement of a fiber optic cable in the public rights-of-way, Company shall provide plans and specifications for the placement to the Village. For fourteen (14) calendar days after submission, these plans and specifications shall be subject to review by the Village after which time they will be deemed accepted unless Village provides Company a detailed written explanation for denial.
- b. Company agrees to obtain all applicable permits for work in the Village rights-of-way prior to commencing any work. As provided under State law, Village shall not require any fees for obtaining such permits. Company shall provide any necessary or required traffic control at its expense.
- c. Company agrees to comply with appropriate requirements to install JULIE locates on its fiber optic cable.
- d. Company will make reasonable commercial efforts not to interfere with pre-existing, marked or located uses of the public rights of way.
- e. Subject to appropriate weather conditions, within thirty (30) calendar days after completing placement or repairs to Company's fiber optic cable, facilities and equipment, Company, at its sole cost and expense, shall return the right of way to a condition reasonable equivalent to that which existed prior to commencing the placement or repairs.
- f. Segments 6 and 9 of the existing MAN improvements shall be owned, maintained, repaired and replaced by the Village and the Village of La Grange within their respective municipal corporate boundaries until such time as the Village and the Village of La Grange transfer title to same to the "Lyons Township Area Communications Center" ("LTACC"), and LTACC, or their assigns, shall thereafter own, maintain, repair and replace such segments.

- 4. **Fees.** Company shall not be required to pay any additional fees to the Village under this Agreement, including for site specific permits and/or permit/engineering reviews, so long as: 1) Company maintains its status as a Telecommunications Retailer pursuant to the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/); and 2) timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (SMTT) (35 ILCS 636/5) to the State of Illinois.

Commented [DJB1]: We cannot agree to this deletion. Of course, we would agree to all permit and inspection requirements and any such additional installation would be subject to the approval of such permits.

Additionally, this was allowed under the original agreement with WOW.

5. **Term.** This Agreement, and the License granted herein, shall be for a ten (10) year term, commencing on the Effective Date (the "Term") of the Agreement, which shall be the date the last signatory signs the Agreement, unless otherwise extended. The Term may be extended by mutual written agreement of the Parties for one (1) or more successive terms of not more than ten (10) years each (each such period is an "Extended Term"), so long as the Company is in full compliance with the terms of this Agreement at the time of each extension. A Party requesting an Extended Term shall submit such a request to the other Party in writing at least thirty (30) calendar days prior to expiration of the Term or the Extended Term then in effect. The thirty (30) calendar day period may be waived by the other Party.
6. **Representations and Warranties by the Company.** The Company represents and warrants to the Village that:
 - a. Company has and will maintain all approvals, authorizations, certifications, licenses, and franchises required by the State of Illinois, the FCC and/or any other agency to provide the communications service; and
 - b. Work to be performed by the Company pursuant to this Agreement will be performed in a good and workmanlike manner, consistent with any Permit specifications and Village standards, and applicable regulations.
7. **No Lease or Easement.** Except as provided herein, Company agrees that this Agreement will not grant to Company any real property interest in the Village's public rights-of-way.
8. **Relocation.** From time to time, the Village may request Company to relocate its fiber optic cable and associated equipment and facilities to accommodate the Village projects for the benefit of the public good or emergencies. In such instances, Company shall promptly relocate its fiber optic cable, equipment and facilities at its sole cost and expense. However, if a relocation is requested or required due to the needs or actions of a third party or non-governmental use, the third party shall reimburse Company for all of its incurred costs and expenses for the relocation. Nothing in this Agreement is intended to abrogate or waive any right to reimbursement that Company may have under applicable law or the terms of and public project funding grant.
9. **Abandonment.** In the event the Village abandons, closes or discontinues its use of the right-of-way within which Company has placed its communications network, the Village will reserve for the benefit of Company an easement that contains rights and uses equivalent to those contained in this Agreement.
10. **Interruptions.** The Village shall not be liable to the Company or its customers for any interruption of service to the Company or interference with the facilities arising in any manner relating to the Village's lawful operations within the right-of-way.
11. **Indemnification.** Company agrees to defend the Village against all third-party claims arising from Company's negligent acts or omissions related to its construction, operation, or maintenance of its fiber optic cable and related facilities and equipment located in the right of way and indemnify and hold the Village, its officers, boards and employees harmless from all damages awarded by a court of competent jurisdiction or agreed to as part of a settlement for such claims. Notwithstanding any provision of this section to the contrary, Company shall not be obligated to indemnify, defend or hold the Village harmless to the extent any claim arises out of or in connection with the gross negligence or intentional misconduct of the Village, its officers, boards or employees.
12. **Assignment.** Except to an affiliate of Company, Company shall not assign any rights or obligation contained in this Agreement or the Agreement itself without the prior written consent of the Village, which shall not be unreasonably withheld or delayed.
13. **Termination.** Village may terminate this agreement and all rights granted herein if Company materially breaches any of the terms of this agreement and fails to cure the breach within forty-five (45) calendar days after receiving a detailed notice of the breach from Village. In the event that it is impracticable to cure the breach in the time frame prescribed above, the parties will work in good faith to establish a reasonable cure period.

Commented [AS2]: We do not believe we have the ability to bind third parties

Commented [DJB3R2]: The Village is not binding any third party with this clause. This is merely stating that if a 3rd party (not the village) asks us to relocate our facilities (i.e. they are putting in a new driveway and require us to move a hand hole—or something to that effect) such 3rd party would have to pay Verizon the cost of the relocation to accommodate their request.

Commented [DJB4R2]:

14. **Insurance.** The Company shall maintain Commercial General Liability insurance for bodily injury (including death) and for property damage in the amount of \$1 million per occurrence and \$2 million in the aggregate; in full force and effect, at its own cost and expense, during the term of this Agreement. The Village shall be designated as an additional insured under this policy. Upon request, Company will provide a Certificate of Insurance showing evidence of the coverage listed above. Upon receipt of notice from its insurer(s), Company shall use reasonable commercial efforts to provide thirty (30) days prior notice of cancellation to the Village.

15. **Notices.** All notices herein provided for shall be in writing, sent prepaid registered U.S. Mail or via commercial courier, and addressed to the parties as follows:

To the Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558
Phone: (708) 246-1800
Fax: (708) 246-0284

with copy to:
Anne Skrodzki
Klein, Thorpe & Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, IL 60559
Phone: (312) 984-6400
Fax: (312) 984-6444

To the Company:

Verizon Business Services
Attn.: Franchise Manager
600 Hidden Ridge
Irving, TX 75038

with copy (except for invoices) to:
Verizon Legal Department
Attn. Network Legal Team
1300 I street, N.W., 5th Floor
Washington DC 20005

Invoices:

Verizon
Attn: Contract Administrator
6929 N. Lakewood Ave. MD 5.3-4009
Tulsa, OK. 74117

Company 24 hr. Emergency Phone Number:

1-800-MCI-WORK

Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other Party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

16. **Severability.** If any provision of this Agreement is held invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions; and, to this end, the provisions of this Agreement are to be severable.

17. **Amendment and Waiver.** This Agreement may not be amended except pursuant to a written instrument signed by the Parties. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce the provision in the future.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws provisions. Venue and jurisdiction for any and all

disputes related in any manner to this Agreement shall be in the federal and state courts with jurisdiction over the Village.

- 19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one and the same instrument.
- 20. **Existing Contract or Agreements.** Any existing agreements between the parties (including WOW), whether written or oral, covering the use of the Village's Public Ways are by mutual consent, hereby abrogated and annulled.
- 21. **Entire Agreement.** This Agreement contains the entire agreement for the use of Village rights-of-way by Company and supersedes and replaces all prior negotiations, discussions, agreements, or statements whether written or oral.

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Western Springs, and the Company have signed this Agreement on the ____ day of _____, 2026.

VILLAGE OF WESTERN SPRINGS,
an Illinois Municipal Corporation

MCIMETRO ACCESS TRANSMISSION SERVICES LLC,
d/b/a Verizon Access Transmission Services,
a Delaware Limited Liability Company

BY: _____
Heidi Rudolph, Village President

BY: _____
Dina Dye,
Assoc. Director – Network Regulatory/Real Estate

Date: _____

WITNESS: _____
Jill Izzo, Deputy Village Clerk

WITNESS: _____
J. Bradley Duhe,
Sr. Consultant – Municipal Franchising & Right-of-Way

Date: _____

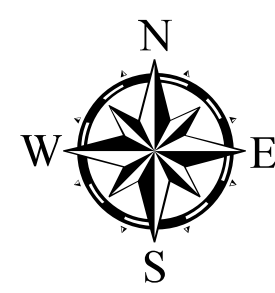
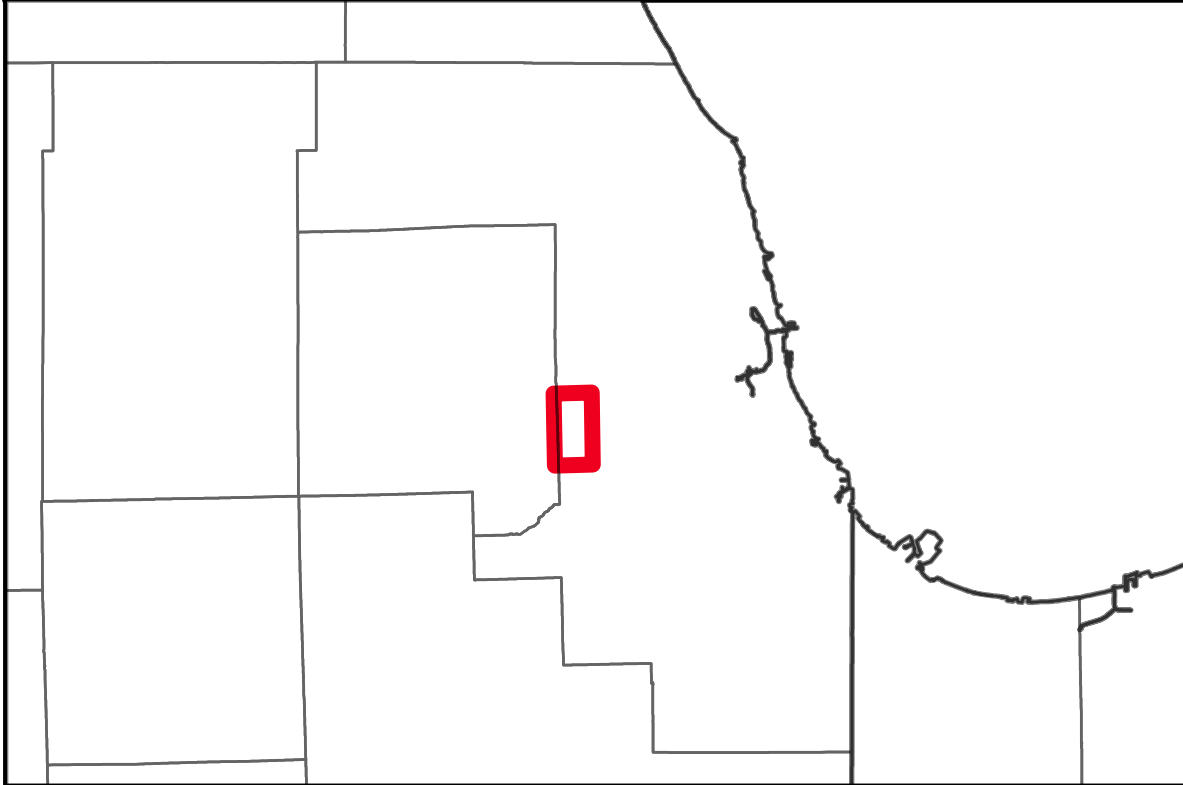
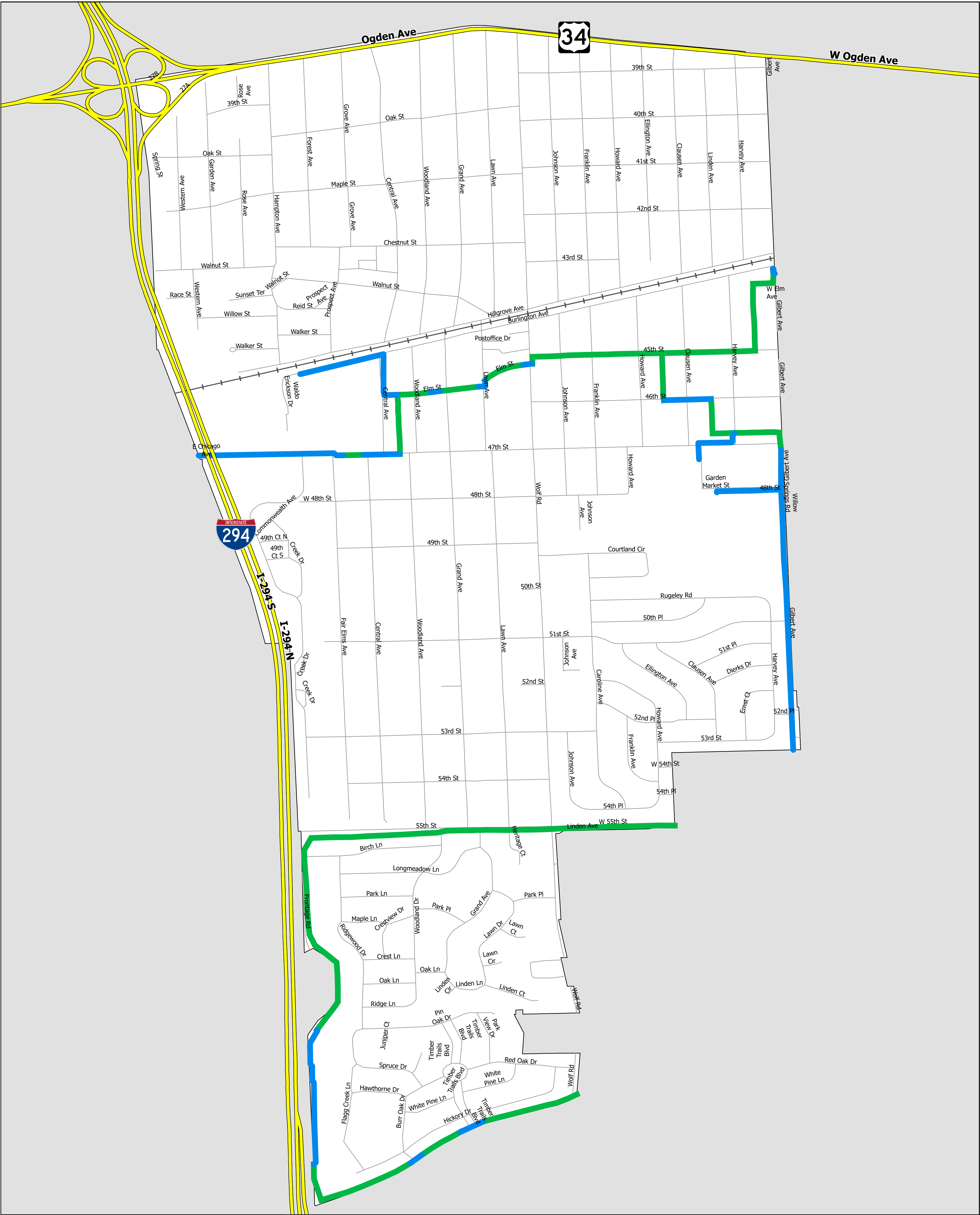


EXHIBIT A

Map of Fiber Optic Network

DRAFT

MCIMetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services Existing Fiber Routes Village of Western Springs, IL

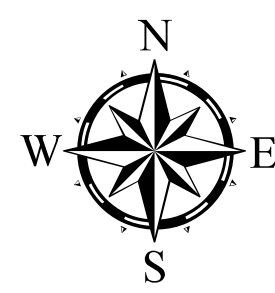
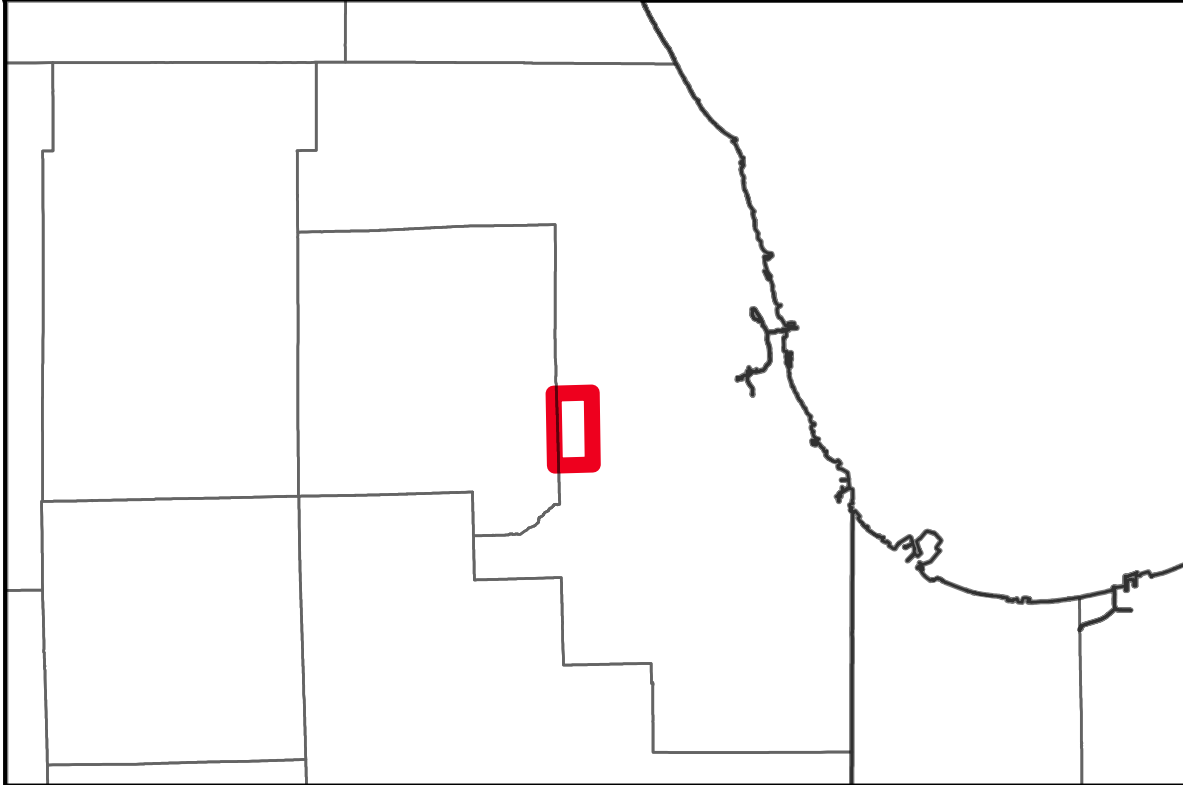
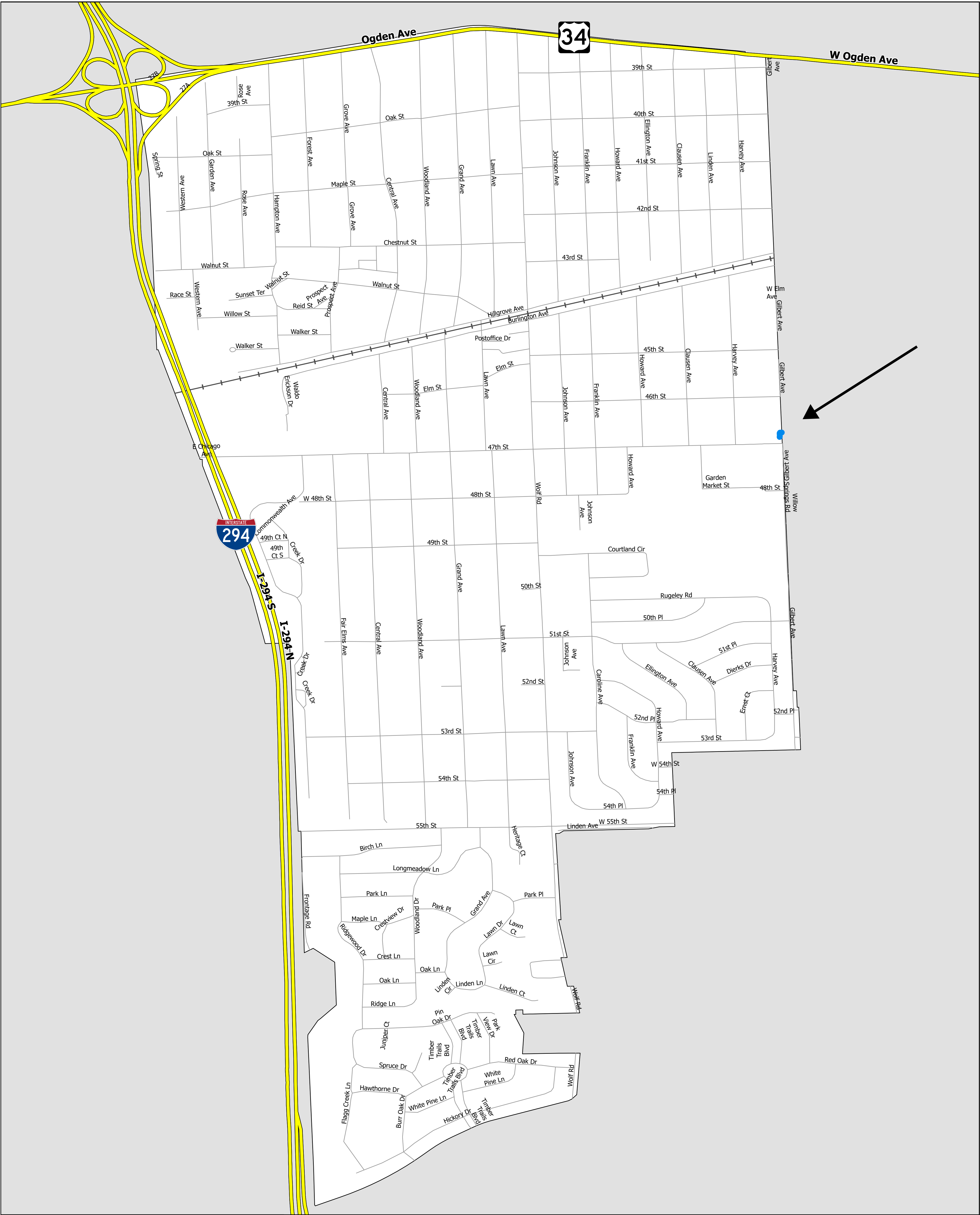





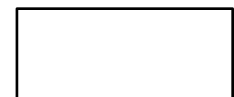
- ▬ **Buried 12,594 Linear Ft.**
- ▬ **Aerial 18,059 Linear Ft.**
- + + + **Railroad**
- Western Springs**

Data Source: VZB
 Projection: GCS_WGS_1984
 Map Created: 3/18/2026
 Map Created By: Steven Chun

Verizon Proprietary Information;
 May contain trade secrets, critical
 infrastructure or other sensitive
 business information.
 Unauthorized use or disclosure is
 strictly prohibited.

MCIMetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services Proposed Fiber Routes Village of Western Springs, IL



-  **Buried: 84 Linear Ft.**
-  **Aerial: 0 Linear Ft.**
-  **Railroad**
-  **Western Springs**

Data Source: VZB
 Projection: GCS_WGS_1984
 Map Created: 3/18/2026
 Map Created By: Steven Chun

Verizon Proprietary Information;
 May contain trade secrets, critical
 infrastructure or other sensitive
 business information.
 Unauthorized use or disclosure is
 strictly prohibited.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 5.E.

To: Board of Trustees

From: Ellen Baer, Village Manager, Jill Izzo, Deputy Village Clerk

CC: Casey Biernacki, Deputy Village Manager, Sean Gilhooley, Director of Law Enforcement Services, Anne Skrodzki, Village Attorney, Heather Valone, AICP, Director of Community Development

RE: Liquor License Renewal Updates

Recommendation

None

Summary

The 2026/2027 Liquor License renewal period is underway. Staff will provide a brief update on liquor renewals.

Financial Impact

Renewal Fees

Recommended Motion

None

Strategic Plan Alignment

Public Safety and Community Engagement

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 5.F.

To: Board of Trustees

From: Ellen Baer, Village Manager

CC: Jill Izzo, Deputy Village Clerk, John Mastandona, Director of Finance, Heather Valone, AICP, Director of Community Development, Sean Gilhooley, Director of Law Enforcement Services

RE: Appointment of Prosecutor Donna J. Norton for Local Adjudication and Hearings (Omnibus Item)

Recommendation

The appointment of Donna J. Norton, Attorney as prosecutor for Local Adjudication and other local hearings will be discussed at the April 13, 2026 General Government Committee meeting.

Summary

The Village Board of Trustees may, as per Village Code Section **1-8C-5: SPECIAL COUNSEL**, appoint special counsel to represent the Village in local adjudication and other hearings. Staff requested a proposal from Donna J. Norton, Attorney at Law. Attorney Norton comes highly recommended and has extensive experience in litigation and prosecution, including the last six years where she has focused her work on local municipal clients work such as citations, code enforcement violations and business license revocations. If approved, the Village staff will work closely with Attorney Norton to provide representation in hearings when required. Attached is a letter of interest and proposed terms of engagement for your consideration. Staff can provide additional background on the processes where Attorney Norton would be engaged.

Financial Impact

Hourly rate \$225.00

Recommended Motion

I move to approve the appointment of Donna J. Norton, Attorney as prosecutor for Local Adjudication and other local hearings and to authorize the Village President to execute the professional services agreement for said legal services.

Strategic Plan Alignment

Public Safety and Community Engagement

File Attachments

1. Norton Engagement Letter

Donna J. Norton

10852 S. Lawndale, Chicago, Illinois 60655 • 773.213.5490 • DJNortonLaw@gmail.com

March 30, 2026

Village President Heidi Rudolph
Village of Western Springs
740 Hillgrove Ave
Western Springs, Illinois 60558

Re: Engagement Letter for Legal Services

Dear President Rudolph,

I am pleased to submit this proposal to engage prosecutorial legal services for the Village of Western Springs.

I have over 37 years of extensive experience in litigation and prosecution. For the past six years, I have focused solely on prosecuting local municipal citations, litigating code enforcement violations and business license revocation hearings and appeals. I have the skills to work independently in a high-demand environment and can deliver persuasive arguments effectively. My objective is to provide legal services with the utmost professionalism, respect, integrity, and efficiency.

Services to the Village are offered at the rate of \$225 per hour. Please refer to the attached Terms of Engagement.

I look forward to discussing this proposal with the Village and appreciate your consideration.

Very truly yours,

Donna J. Norton

Donna J. Norton
Donna J. Norton, Attorney at Law LLC

DONNA J. NORTON, ATTORNEY AT LAW LLC

TERMS OF ENGAGEMENT

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Donna J. Norton, Attorney at Law LLC and the Village of Western Springs; 2) define the scope of the representation; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms.

This correspondence may be referred to as “Engagement Letter” or the “Agreement.” Please read the Engagement Letter with care. By executing this Engagement Letter, you are entering into a contract that is binding on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are Donna J. Norton and the Village of Western Springs. No other person or entity shall be entitled to claim an attorney client relationship with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

No attorney client relationship will exist between Donna J. Norton and the Village of Western Springs until the Agreement is executed.

3. SCOPE OF REPRESENTATION

Donna J. Norton will perform prosecutorial legal services for the Village of Western Springs.

4. LEGAL FEES

Services provided pursuant to the Agreement are based on the amount of time (including travel) that is devoted to the matter at the hourly rate of \$225. Time will be billed in minimum units of 6 minutes, or 1/10th of an hour.

5. PERIODIC STATEMENTS AND BILLING TERMS

My practice is to send periodic statements for services rendered during the previous month or months on my client’s behalf. The detail in the periodic statement will contain both the nature and progress of work and of the fees and costs being incurred. The fee structure is based upon a promise to pay all statements no later than 30 days after the receipt of same. I do my best to see that clients are satisfied not only with my services, but also with the reasonableness of the fees and costs.

6. TERMINATION

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless we have expressly agreed to a continuation with respect to other matters. The representation is terminable at-will by either of us. The termination of the representation will not terminate your obligation to pay fees and costs incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

I look forward to working with the Village of Western Springs and thank you once again for the opportunity to serve the Village, upon execution of this Engagement Letter.

Dated: _____

Accepted and agreed to by:

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Very truly yours,

/s/ Donna J. Norton

Donna J. Norton of
Donna J. Norton, Attorney at Law LLC



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 6.A.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: (Discussion only) Approval of a Three-Year Agreement with ClearGov for Subscription Services for Capital Budgeting

Recommendation

The Finance Committee reviewed this item at their meeting on April 7, 2026 and recommended the approval of a three-year agreement with ClearGov Services for Capital Budgeting.

Summary

The Village started utilizing ClearGov software in 2021 to help assist in our budget process. ClearGov Digital Budget Book has been an essential tool in improving transparency, accessibility, and efficiency in our budget presentation and capital project planning processes. ClearGov also has a Capital Budgeting module that would provide staff tools to assist with long-term planning and budget process efficiencies. Staff has been utilizing a limited access version as part of our existing subscription but we have met its maximum capacity with the amount of projects and forecasting tools needed. Staff is recommending the purchase of the Capital Budgeting module.

The annual costs align with similar software. The proposed agreement is for three (3) years, and it provides the Village with the option to terminate the agreement on an annual basis by providing written notification within sixty (60) days prior to the start of the year.

Financial Impact

The previous subscription costs were included in the Finance Department budget within the Professional Services line item. If approved, the costs below will be included in future budget years.

2026 - \$8,732.50 (Implementation Costs + Pro-rata)

2027 - \$9,945.00

2028 - \$9,945.00

Recommended Motion

I move to approve a three-year agreement with ClearGov Services for Capital Budgeting.

Strategic Plan Alignment

Financial Sustainability

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 6.B.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: (Discussion only) Authorizing Certain Expenditures From the Downtown North Tax Increment Financing District to Pay for a Portion of the Hillgrove Avenue Improvement Project

Recommendation

The Finance Committee reviewed this item at their meeting on April 7, 2026 and recommended the approval of an authorization of funds from the Downtown North TIF District Fund (5201395) for engineering services related to the Hillgrove Avenue Improvement Project.

Summary

Attached is a memo from Director of Engineering, Jeff Koza, to the Public Works & Water Committee. The memo provides background on the Hillgrove Avenue Improvement project. The project and approval will be presented to the Public Works & Water Committee for consideration.

The project falls within the North TIF District and is eligible to utilize TIF funds. Staff is requesting the Finance Committee to consider the use of TIF funds for the costs associated with the project. All TIF expenditures must be authorized by the Village Board. The total amount of the request is not to exceed \$752,224 over multiple years for phase 1 design.

Financial Impact

Account 5201395-50100

Fund Referendum Fund

2026 Budget \$150,000

Project Cost \$752,224 (2026 - \$150,000; Future Years - \$602,224)

Recommended Motion

I move to approve the use of funds from the Downtown North TIF District Fund (5201395) for the Engineering Services related to the Hillgrove Avenue Improvement Project.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

- 1. PW & Water Committee Memo



AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 7, 2026

AGENDA ITEM D.6.

To: Public Works and Water Committee

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, Heather Valone, AICP, Director of Community Development

RE: Hillgrove Avenue Improvements, Hampton Avenue to Wolf Road, Preliminary Engineering Phase 1 proposal from V3 Companies

Recommendation

This item was reviewed at the joint Infrastructure Commission and Public Works and Water Committee meeting held earlier this evening. The Infrastructure Commission recommended the approval of an agreement with V3 Companies for the Hillgrove Avenue Improvements - Phase 1 Engineering Services in an amount not to exceed \$752,224.00

Summary

As discussed during the Board Strategic Plan Session, Hillgrove Avenue is in need of both infrastructure and aesthetic enhancements. The Board specifically prioritized this area at that time. The first step is to begin Phase 1 engineering services for this Hillgrove Avenue Improvements project and a proposal will be presented to the Village Board later this month for consideration and approval.

The project encompasses a comprehensive transformation of the Hillgrove Avenue corridor between Hampton Avenue and Wolf Road, with a significant focus on the area surrounding the Tower Green. This effort will evaluate opportunities to enhance the pedestrian environment, improve safety and circulation, create new public space and streetscape features, and reinforce the sense of place in this central civic area. The project will also address all infrastructure within the reconstruction limits, including sanitary sewers, water main and water services, electrical systems, and storm sewers. This full corridor, multidisciplinary approach aligns directly with the recently completed Village of Western Springs Capital Improvement Plan and is consistent with the goals set by the Village Board in the Strategic Plan, which emphasizes reinvestment in public infrastructure, enhancement of the downtown district, and long-term community vitality. The preliminary project cost estimate is approximately \$11,678,000.

As part of the Phase 1 process, Village staff and the consultant team will also review and refine the concepts established in the Village's 2016 Downtown Revitalization study. Those concepts envisioned improving connectivity and circulation through the downtown, strengthening the relationship between Hillgrove Avenue, Burlington Avenue, and the Tower Green, and

enhancing the pedestrian experience with upgraded materials, lighting, streetscape furnishings, landscaping, and way-finding elements. These ideas will serve as a foundation during Phase 1 as the project team evaluates urban design options, considers traffic and circulation adjustments, and updates the aesthetic and functional vision for the corridor.

Phase 1 engineering will follow the Illinois Department of Transportation’s Bureau of Local Roads procedures and will include surveys, environmental documentation, traffic and safety evaluations, drainage analysis, community engagement, and development of the Project Development Report. The cost of the Phase 1 engineering proposal submitted by V3 is \$752,224.

The Village requested federal Surface Transportation Program funding through the West Central Municipal Conference during the 2025 call for projects. Western Springs was selected for funding and is included in the draft program to receive \$3,000,000 for construction in Fiscal Year 2029. The program is expected to be finalized at the end of April. Phase 1 engineering will be funded through the Village’s Tax Increment Financing district. Village staff will continue to actively pursue additional funding opportunities with IDOT and other state and regional agencies to support future phases of the project and to maximize outside grant participation.

If approved by the Village Board, Phase 1 engineering will begin this Spring, positioning the Village to advance the long-term vision for Hillgrove Avenue and the Tower Green area and to meet upcoming federal funding schedules.

Financial Impact

The total cost of the Phase 1 engineering proposal submitted by V3 Companies is \$752,224. The Village budgeted \$150,000 in Tax Increment Financing funds in the current fiscal year within account 5201395-50100 (Professional Services) to begin this work. Based on the planned schedule and the scope of early Phase 1 tasks, both Village staff and V3 expect to remain within this fiscal year budget allocation. Remaining Phase 1 engineering costs will be programmed in future fiscal year budgets as the work progresses.

Recommended Motion

I move to approve an agreement with V3 Companies for the Hillgrove Avenue Improvements - Phase 1 Engineering Services in an amount not to exceed \$752,224.00.

Strategic Plan Alignment

Community Planning and Economic Development and Infrastructure Improvements

File Attachments

- 1. Hillgrove Phase_I Complete Package 03092026



March 9, 2026

Jeff Koza, PE, CFM
Director of Engineering Services/Village Engineer
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: Hillgrove Avenue Improvements – Phase I Engineering Scope of Work – Section No. 26-00107-00-PV

Dear Mr. Koza,

Thank you and the Village for continuing to push forward with the Hillgrove Avenue improvement project. We are excited to team with the Village on this community enhancement. As requested, we have provided scope and fee for Phase I Engineering services, which will provide design approval through IDOT Local Roads.

It is our understanding the project received \$3M in STP_L funds through the Central Council of Mayors. These funds are allocated for construction and construction engineering and will be available in the Federal FY 30-31.

During the Phase I services the Village received \$3M in ITEP funds through IDOT, which need to be obligated in 2028. To meet this funding timeline, it is imperative that Phase I engineering begin soon. Projects of this nature typically take 18 months to be processed through IDOT. We will provide a Phase II scope and fee near the end of Phase I in order to begin Phase II, detailed design and construction documents at the time of Phase I approval.

Our proposal includes the necessary scope and fee to complete the Phase I engineering. It also includes what the team feels is needed for public engagement, as it pertains to the streetscape and hardscape elements proposed along the Hillgrove Avenue corridor (Hampton Avenue to Wolf Road). In addition to the full Phase I scope and fee, we have provided an alternate fee for to begin the Phase I engineering, with the intent to have the Village award the remaining scope and fee in 2027.

We look forward to delivering the Hillgrove Avenue improvements and continuing our working relationship with the Village. If you have any questions or require additional information, please contact me at 847-417-0072 or via email at kcorrigan@v3co.com.

Sincerely,

V3 Companies, Ltd.

A handwritten signature in blue ink, appearing to read 'Kurt Corrigan', with a long horizontal line extending to the right.

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

3 EXHIBIT A: SCOPE OF SERVICES

PROJECT DESCRIPTION

The Hillgrove Avenue Phase I engineering project includes approximately 2,720' of roadway, infrastructure, pedestrian, streetscape, traffic and parking improvements along Hillgrove Avenue from Hampton Avenue to Wolf Road. The Phase I study will include the METRA platform areas, parking and the intersection of Wolf Road. The Village recently applied for \$3.0M dollars of STP_L funds through the Central Council of Mayors for the Fiscal Year of 2030-2031. The program is currently being reviewed and is expected to be adopted mid-2026.

The proposed improvements will improve the safety, operations, and access throughout the corridor. Improvements are anticipated to generally include pavement resurfacing from Hampton Avenue to Central Avenue, reconstruction of Hillgrove Avenue from Central Avenue to Wolf Road. Within this section improvements include evaluating the existing infrastructure, pedestrian access, crossings and overall experience, developing a pedestrian space from Grand Avenue to Walnut Street. In addition, the team will evaluate traffic calming throughout the corridor as well as analyzing potential improvements at the intersection of Hillgrove Avenue and Wolf Road.

We will build upon a variety of previously completed complete streets and streetscape studies and concepts. The project will include a comprehensive community engagement and consensus plan. We understand that Hillgrove Avenue is utilized by a variety of motorized and non-motorized users; public works equipment, commuters, businesses, community events, to name a few. This variety provides a unique opportunity to provide a corridor that meets the various needs but also focuses on a sense of place. A place the community can gather and be proud.

Phase I elements will be per the Illinois Department of Transportation's (IDOT) Bureau of Local Roads & Streets Policies & Procedures. Designs and studies will be prepared per Village of Western Springs and IDOT standards.

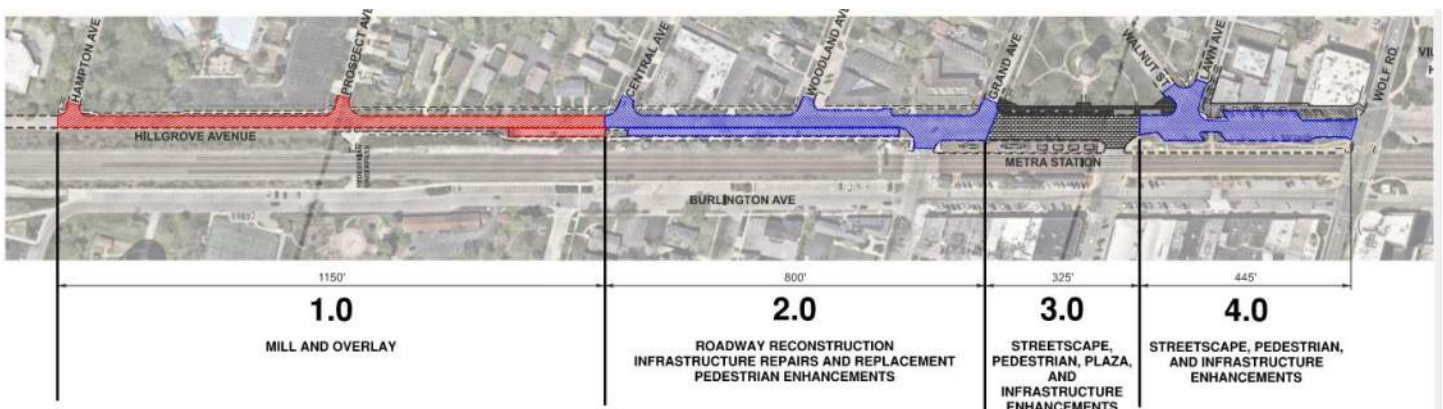




EXHIBIT A: SCOPE OF SERVICES

1 TOPOGRAPHIC SURVEY

Perform a full topographic survey of the project area including a detailed right-of-way survey. The survey limits along Hillgrove Avenue shall extend from 300 feet west of Hampton Avenue to 300 feet east of Wolf Road. The survey will include the METRA platform(s) and parking along the southside of Hillgrove Ave. Sideroads will be surveyed 300 feet north and south of Hillgrove Avenue including Wolf Road. The total linear feet of roadway to be surveyed is approximately 6,620'. The existing park and park feature between Grand Avenue and Walnut Street will be included in the survey as well.

The topographic survey data will be collected using a combination of conventional methods and aerial data collection with the use of a drone. The Topographic Survey services will include the following as outlined in IDOT's survey manual.

- Record a minimum of two (2) permanent benchmarks over the project site. Elevations shall be referenced to the North American Datum of 1988 (NAVD 88). Site benchmarks shall be established at less than 1000-foot intervals. A description of the source benchmark to which the new benchmarks are tied shall be indicated in the survey.
- A contour survey with 1'-0" contour intervals shall be prepared from field spot elevations. Spot elevations obtained in the field shall be of sufficient quantity to generate a contour survey that properly represents the ground surface. Additional elevations shall be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutters, pavement edges, and centerlines.
- Finished floor or top of foundation elevation(s) of existing buildings and doorways within the Survey Area.
- Spot elevations shall be shown to the nearest 0.01 foot on all "hard surfaces" and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot.
- Cross-sections along all roadways shall be taken at 50-foot intervals. Full cross-sections shall be taken at all cross streets, alleys, culverts, and entrances. Grid intervals/profiles of 50 feet shall be taken in all fields for offsite hydraulic work (drainage ditches, streams, etc.). Additional shots shall be taken at all sudden grade break lines.
- Pavement types such as concrete, asphaltic concrete, gravel, etc. shall be indicated.
- Existing improvements, buildings, and surface features shall be located.
- General outlines of landscaping shrubs and bushes shall be shown.
- Top of curb, flow line, and edge of the pavement, ADA, sidewalk, bike path, etc. elevations of all roadways and streets within the survey area obtained by non-GPS methods.
- Roadway striping of all roadways and streets within the survey area.
- Right-of-way and property lines shall be calculated from existing monumentation in coordination with record maps, plats, and deeds. In addition to the topographic survey, V3 will build right-of-way limits based on the survey documents provided by the Village. We have included 40 title commitments as part of establishing the existing ROW.

The topographic survey shall incorporate information on existing utility systems adjoining or contained within the survey area which is obtained from city departments or utility companies responding to written or verbal requests

EXHIBIT A: SCOPE OF SERVICES

for utility records through the Joint Utility Locating Information for Excavators (J.U.L.I.E.) Design Stage/Planning Information process and available for the surveyor's use at the time of the survey. The Village of Western Springs will assist V3 with calling a field locate of utility information for our survey team to pick up visible utilities within the limits and verify to utility atlases.

Utilities and improvements shall be shown based on visible field verified structures, in coordination with atlas information provided by utility companies through J.U.L.I.E.'s design stage process, if available. Additionally, V3 will send each utility owner a set of preliminary plans to verify the locations of their facilities. The intent of the design of the project is to avoid impacts to existing utilities to the extent feasible.

We have included 2 days of RR Flagger costs in order to survey along the METRA platform areas.

We have identified 40 properties along the corridor that we are recommending acquiring Title Commitments. This will assist with determining right of way impacts, existing easements or other property encumbrances as we move into Phase II and construction.

2 DATA COLLECTION AND REVIEW

DATA COLLECTION

Review and analyze pertinent information for the project obtained from the Village and IDOT. This information will include, but are not limited to the following:

- Geological information if available
- As-built plans of utilities, roadway improvements, buildings or park improvements within the project area
- Accident records for the last five years (coordinate with Village's Police Department)
- Traffic projections (coordinate with CMAP to obtain 2050 projections)
- Existing right-of-way plats, boundaries, and limits
- Utility atlases
- Past studies or reports
- Plans for new developments, if applicable
- Village will provide any available existing plans and/or inspections
- Addresses of properties within the project limits

We have included a proposal for televising the existing storm sewer and sanitary sewer. We will evaluate the televising tapes and provide recommendations for repairs and/or replacement.

FIELD VISITS

Perform (2) field visits to the site by design team members.

- Verification of existing conditions and utilities, existing vegetation, existing site furnishings/fixtures, existing pedestrian, bicycle, and transit circulation and infrastructure.
- Pictures of Historical Buildings (buildings constructed before 1983) as required for the submittal of the environmental survey request to IDOT.

EXHIBIT A: SCOPE OF SERVICES

EXHIBITS

Provide Aerial photographs for the project area from the Nearmap database.

Data collection will be coordinated with Psomas.

3 CONCEPT REFINEMENT

Our sub-consultant, Psomas, will be leading this effort. We will assist with roadway, ADA and streetscape geometric review and input. This will be an iterative process throughout Phase I.

4 ENVIRONMENTAL SURVEY REQUEST AND COORDINATION

Prepare and submit the Environmental Survey Request (ESR) form to IDOT following the ESR Guidelines provided by IDOT, which will include the following exhibits as applicable:

- Location Map
- Aerials exhibits or CADD drawings with anticipated proposed right-of-way
- Photos of all buildings constructed before 1986 (40 years old).
- National Wetland Inventory Maps
- Aerial Map and CADD drawings with anticipated construction limits

Due to the characteristics of the project area and anticipated improvements, it is anticipated that ecological and water resources assessment and noise analysis will not be required. Tree removals for the proposed improvements will be estimated and included in the ESR.

V3 will coordinate with IDOT staff and provide additional information as required. The IDOT Central Office will perform the necessary coordination with the involved environmental and cultural agencies and provide the appropriate results to obtain an inventory of the affected environment and identify any potential issues that the project may need to address as part of required environmental studies.

5 WETLAND DETERMINATION DOCUMENTATION & TREE SURVEY & ASSESSMENT

To fulfill the required ESR documentation, V3's wetland specialist, who is also a V3 International Society of Arboriculture (ISA) certified arborist, will screen the project area to document a negative finding for wetlands while conducting the tree survey and assessment. Data for the wetland determination will be collected during the tree survey and assessment field work. Available regulatory maps, wetland sampling data, and photographs will be included in the Wetland Determination report deliverable.

V3's International Society of Arboriculture (ISA) certified arborist will tag, identify, assess, and locate all 3 inch DBH trees and greater within the project corridor as required by the IDOT ESR process. All trees exhibiting bat habitat will be logged and surveyed. The tag number, diameter, and tree species will be recorded for each tree identified. A rating will be assigned to each tree which will consider the size, species, condition, location, and aesthetics of



EXHIBIT A: SCOPE OF SERVICES

each. The trees will also be evaluated for Northern Long Eared Bat and/or Tricolor Bat habitat. A summary table will be prepared listing the scientific name, common name, DBH, and rating of each tree identified. Survey grade equipment will be utilized so that tree locations can be put on to the engineering plans.

6 GEOTECHNICAL INVESTIGATION & COORDINATION

V3's sub consultant, NASHnal Soil Testing, LLC., will perform soil borings and pavement cores and prepare a geotechnical report to determine the suitability of the soils for the roadway and park improvements. V3 will coordinate this work with NASHnal and utilize it as needed for the design and study of the proposed improvements.

Soil Borings

Seven (7) pavement cores/soil borings extended 10' below the existing grade will be drilled as part of our Geotechnical Exploration.

Percolation Testing

Percolation test will be performed at two locations adjacent to the park are within Hillgrove Ave. This information will assist with determining the structure of a permeable pavement or bioswale system.

Geotechnical Report

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, including typed boring logs and a location plan. If field infiltration testing is performed for the site the engineering report will also summarize the results of the field percolation test data.

See the attached scope from NASHnal for further details of the Geotechnical Investigation & Coordination. Coordination with the Village to close parking stalls to perform the work will be necessary. The Village to provide the necessary traffic control devices to close parking stalls.

7 UTILITY EVALUATION

This task will coordinated with Psomas.

The Village to coordinate with the business owners entry into the buildings, as necessary, to asses existing utilities as needed.

The Village shall determine if all water services are to be replaced throughout the corridor.

In addition, we have included scope and fee for all storm sewer and sanitary sewer to be televised. Upon receipt of the cctv footage the V3/Psomas team will evaluate and provide recommendations for repair and/or replacement.



EXHIBIT A: SCOPE OF SERVICES

8 PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT (PESA)

V3 will conduct a PESA within the project limits. The PESA will be conducted in accordance with the IDOT's Special Waste Screening Process. Based on this screening, further assessment of the project for special wastes or other regulated substance or contamination may be required. *The IDOT Bureau of Local Roads and Streets Manual, A Manual for Conducting Preliminary Environmental Site Assessments for IDOT Highway Projects, and ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (Standard E 1527-13)* will be used as guidance documents for preparing the PESA. The PESA will identify evidence of RECs and potentially impacted properties (PIPs) to determine sections of Project ROW requiring further investigation or sampling for offsite soil disposal. The scope of work for the PESA will include the following:

Environmental Record Review: Review reasonably ascertainable environmental and applicable regulatory information published by local, State, Federal and Tribal agencies and regulatory databases pertaining to sites with known chemical usage, treatment, disposal, and/or operations that pose an environmental risk of impact to the project site.

Historical Record Review: Investigate past land uses through review of available Sanborn fire insurance maps, city directories, historical aerial photographs and topographic maps.

Site Visit: Conduct a site reconnaissance visit to confirm and document the current land use, and record site conditions potentially impacting the project soils. Photos of the project area taken during the site visit will be incorporated into a photo log attached to the PESA Report.

Project Report: V3 will compile all observations and conclusion in a PESA report. The PESA will include photos, figures, and appendices with governmental and regulatory record file review documents.

9 LOCATION DRAINAGE TECHNICAL MEMORANDUM

Hillgrove Avenue is drained via curb and gutter with combined sewer through the project corridor from Hampton Avenue to Wolf Road. A Location Drainage Technical Memorandum (LDTM) will be prepared in accordance with IDOT's Local Roads Manual. The study will include a description of the existing and proposed drainage systems and identification of outlet locations and their adequacy based on IDOT criteria. Correspondence and meeting notes will be prepared to document coordination with IDOT, MWRD, or other regulatory agencies.

The Study will include required mapping, exhibits, design of the drainage system, a discussion of Best Management Practices (BMPs) (if applicable), and identification of permitting requirements. Although the existing and proposed drainage exhibits typically only include the proposed limits of the project, it may be necessary to study areas outside of the project limits. Additional survey and/or field investigations outside of the ROW may be required to confirm offsite drainage routes and capacity.

We understand that drainage design will follow the Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) requirements. Permitting needs will be identified during Phase 1, but the permit submittal will be made during Phase 2. WMO stormwater management requirements (runoff, volume control, and

EXHIBIT A: SCOPE OF SERVICES

detention) are only required when greater than or equal to one acre of new impervious area is proposed. We anticipate that the proposed project will not create greater than one acre of new impervious and therefore expect that stormwater management requirements would not apply.

10 SECTION 4(F) DOCUMENTATION AND EVALUATION

A Section 4(f) Evaluation is anticipated with the improvements to the Tower Green. 4(f) documentation will be verified with IDOT and provided as necessary. The Village shall provide documentation of ownership of the area to support the necessary 4(f) Evaluation process.

11 CRASH ANALYSIS

Crash reports will be reviewed and tabulated (five most recent years) within the project limits. See Psomas scope of work for details.

12 TRAFFIC ANALYSIS

As part of the Phase I documentation, Psomas will analyze and evaluate multi-modal traffic along the project corridor. See Psomas scope of work for details.

13 GEOMETRIC STUDIES

Psomas will be developing the geometric studies and preliminary plan. We are anticipating the design criteria to be IDOT, 3R, but that will be confirmed early with IDOT. We will provide design oversight of the concept development.

14 LIGHTING DESIGN

See Psomas scope of work for details.

15 PUBLIC INVOLVEMENT/COMMUNITY ENGAGEMENT PROGRAM

Psomas will be leading this task. V3 will provide oversight and coordination as necessary. V3 staff will attend various public engagement events and meetings as requested by the Village and Psomas. We anticipate V3 staff (1-2 ppl) at seven different events. See Psomas scope of work for details.

16 TRAFFIC MANAGEMENT PLAN

See Psomas scope of work for details.



EXHIBIT A: SCOPE OF SERVICES

17 CONSTRUCTION COST ESTIMATE

We will support and provide review of the cost estimate prepared by Psomas. See Psomas scope of work for details.

18 PROJECT DEVELOPMENT REPORT

A Project Development Report (PDR) for a Group I Categorical Exclusion is anticipated and will be prepared following IDOT's report format BLR 22211. The report will include a description of existing conditions, proposed improvements, capacity analysis, crash analysis, right-of-way/easement required, identified environmental concerns and impacts, maintenance of traffic during construction, and agency coordination/public involvement activities. Exhibits that will be prepared and incorporated into the project report will include:

- Location and functional classification maps
- Existing and proposed typical sections
- Proposed plan and profile sheets
- ADA details
- Crash Analysis
- Environmental clearances and correspondence
- Public involvement meeting documents
- FHWA/IDOT coordination and meeting minutes
- Design variances
- Traffic management plan
- Coordination documentation
- Estimate of probable construction cost
- Permit Identification to be completed in Phase II

Two submittals of the PDR will be made to the Village and IDOT (pre-final and final). Before the prefinal PDR submittal, conceptual typical proposed sections and plan and profile sheets will be submitted to the Village for review and comment. After receiving comments from the Village, the final PDR will be submitted to IDOT for review and comment. A disposition of comments will be included with each submittal until design approval. Survey and design files will be converted into AutoCad as needed.

Support by Psomas as needed.

EXHIBIT A: SCOPE OF SERVICES

19 MEETING AND COORDINATION

V3 anticipates the following meetings throughout the duration of the Phase I Study. These meetings are in addition to meetings noted for the public involvement requirements.

- Conduct internal team meetings as necessary and provide procedures for documenting and filing of project information. One (1) meeting per month for eighteen (18) months.
- One (1) Project kick-off meeting with the Village.
- One (1) Phase I Project kick-off meeting with IDOT, the Village, and Central Council.
- One (1) FHWA meeting.
- One (1) meeting with MWRD, if necessary.
- One (1) Village Board meeting.
- Up to three (3) meetings to discuss design issues, project status, schedule, or meet with other review agencies, as needed.

Online meetings are included as part of the overall scope of our services. We will meet online with the Village as needed throughout the project.

Meeting minutes will be prepared by V3/PSOMAS as necessary.

20 ADMINISTRATION AND MANGEMENT

Project administration and management will be performed by the project manager and administrative staff over eighteen (18) months.

- Prepare invoices and progress reports every month and submit them to the Village for review and processing.
- Provide project and staff management.
- Prepare sub consultant agreements and manage the performance of their work efforts.

21 QUALITY ASSURANCE / QUALITY CONTROL

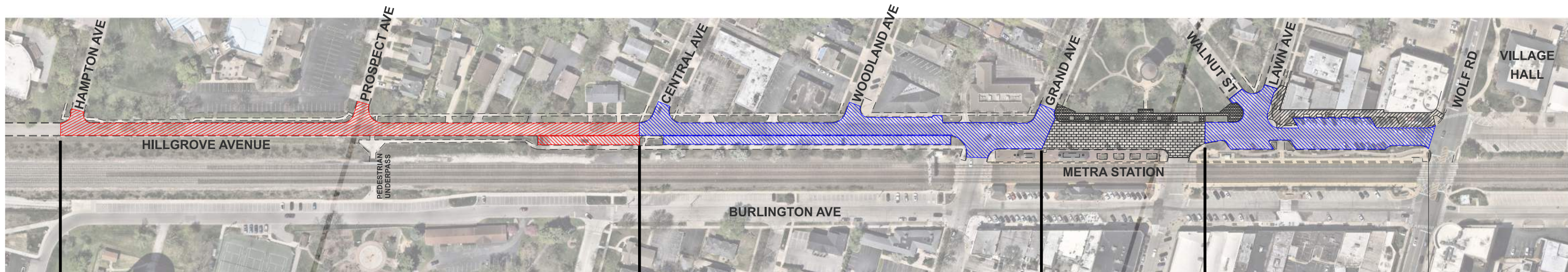
V3 will perform in-house quality control reviews to ensure that the preliminary plans, cost estimates, and PDR are prepared to meet the standards and guidelines for the plans or documents required. These quality control reviews will occur before the submittal of any deliverable to the Village and IDOT. The project manager will be responsible for the oversight of the QA/QC procedures and quality control reviews of the documents prepared for the project.

Before each submittal, V3's project manager will designate a quality assurance reviewer that has not been directly involved in the project to perform independent quality reviews. These reviews will include plan design reviews, reviews of supporting calculations, and reviews of report documents.

EXHIBIT A: SCOPE OF SERVICES

22 FUNDING APPLICATIONS

The Village recently applied for and is anticipating to receive \$3.0M in STP-L funding through the Central Council of Mayors. We anticipate that ITEP funding and Invest in Cook funding will be available during the Phase I process. We will assist the Village with applying for up to three (3) funding opportunities.



1150'

1.0

MILL AND OVERLAY

800'

2.0

ROADWAY RECONSTRUCTION
INFRASTRUCTURE REPAIRS AND REPLACEMENT
PEDESTRIAN ENHANCEMENTS

325'

3.0

STREETSCAPE,
PEDESTRIAN, PLAZA,
AND
INFRASTRUCTURE
ENHANCEMENTS

445'

4.0

STREETSCAPE, PEDESTRIAN,
AND INFRASTRUCTURE
ENHANCEMENTS



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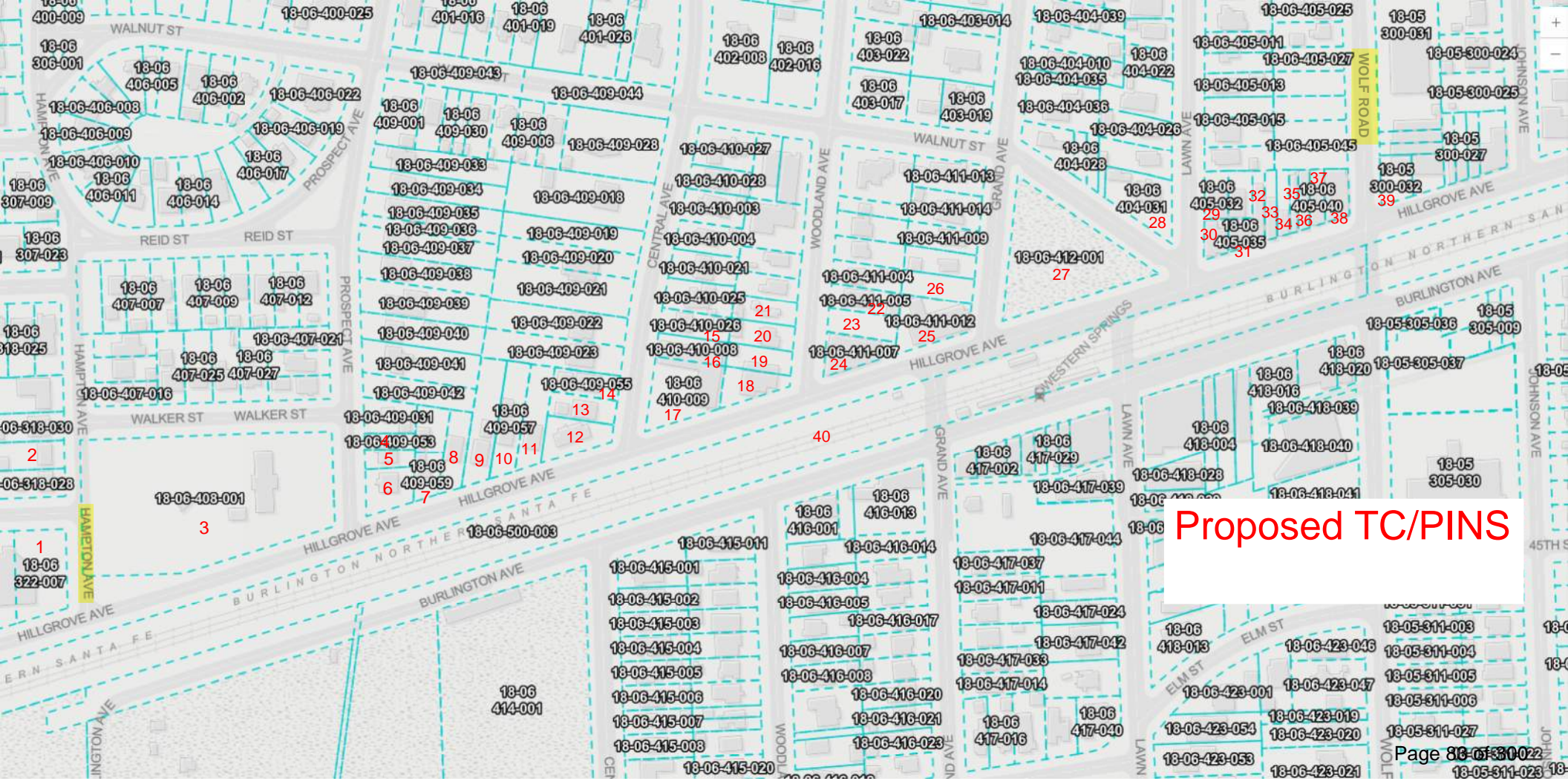


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PLOT DATE = 11/17/2025	DATE -	REVISED -	REVISED -

**HILLGROVE AVENUE ROADWAY
AND STREETSCAPE IMPROVEMENTS**
 VILLAGE OF WESTERN SPRINGS ILLINOIS

PROJECT LOCATION MAP

COUNTY	TOTAL SHEETS	SHEET NO.
COOK	1	1



Proposed TC/PINS



Local Public Agency Village Of Western Springs	County Cook	Section Number 26-00107-00-PV
Prime Consultant (Firm) Name V3 Companies	Prepared By Kurt Corrigan, PE	Date 3/5/2026
Consultant / Subconsultant Name V3 Companies	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Phase I Engineering Services along Hillgrove Avenue frm Hampton Avenue to Wolf Road, approximatley 2800 feet.

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	165.00%
START DATE	6/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2027		% OF RAISE	3.00%
END DATE	11/30/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2026	1/1/2027	7	38.89%
1	1/2/2027	12/1/2027	11	62.94%

The total escalation = 1.83%

Local Public Agency	County	Section Number
Village Of Western Springs	Cook	26-00107-00-PV
Consultant / Subconsultant Name		Job Number
V3 Companies		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	1.83%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$90.00	\$90.00
Senior Project Manager - TD	\$90.00	\$90.00
Senior Project Manager - CE	\$85.75	\$87.32
Senior Survey Project Manager	\$64.97	\$66.16
Project Manager II	\$61.68	\$62.81
Project Manager I	\$56.77	\$57.81
Project Manager I	\$56.77	\$57.81
Project Engineer I	\$49.33	\$50.23
Engineer III	\$54.32	\$55.32
Project Scientist II	\$48.41	\$49.30
Design Technician III	\$44.29	\$45.10
Survey Crew	\$38.52	\$39.23
Technician II	\$37.90	\$38.60
Administration III	\$44.40	\$45.22
Project Designer I	\$53.52	\$54.50
Planner I	\$37.14	\$37.82
Technician II	\$37.90	\$38.60
Senior Project Manager - ST	\$86.76	\$88.35
Senior Design Technician	\$50.25	\$51.17
Project Surveyor II	\$40.31	\$41.05
Senior Project Engineer	\$67.75	\$69.00
Civil Designer II	\$42.41	\$43.19

Local Public Agency

Village Of Western Springs

County

Cook

Section Number

26-00107-00-PV

Consultant / Subconsultant Name

V3 Companies

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	1	\$500.00	\$500.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	1	\$500.00	\$500.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	2	\$750.00	\$1,500.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Title Commitments	Actual Cost	40	\$625.00	\$25,000.00
Structural Geotechnical Engineering	Actual Cost	1	\$12,400.00	\$12,400.00
Sewer Televising	Actual Cost	1	\$25,000.00	\$25,000.00
TOTAL DIRECT COSTS:				\$64,900.00

Local Public Agency

Village Of Western Springs

County

Cook

Section Number

26-00107-00-PV

Consultant / Subconsultant Name

V3 Companies

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **165.00%**

COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
TOPOGRAPHIC SURVEY	26,500	384	17,647	29,118	5,824		79,089	10.51%
DATA COLLECTION AND REVIEW	25,000	24	1,266	2,089	418	8,543	37,316	4.96%
CONCEPT REFINEMENT		28	1,666	2,749	550	46,438	51,403	6.83%
ENVIRONMENTAL SURVEY REQUEST/COORDINATION		84	4,401	7,262	1,452		13,115	1.74%
WETLAND DETERMINATION AND TREE SURVEY		64	3,522	5,812	1,162		10,496	1.40%
GEOTECHNICAL INVESTIGATION AND COORDINATION	12,400	4	201	332	66		12,999	1.73%
UTILITY EVALUATION		32	1,698	2,802	560	5,726	10,786	1.43%
PESA		80	4,029	6,648	1,330		12,007	1.60%
LOCATION DRAINAGE TECHNICAL MEMO		410	26,192	43,217	8,643		78,052	10.38%
SECTION 4(F) DOCUMENTATION AND EVALUATION		24	1,405	2,319	464		4,188	0.56%
CRASH ANALYSIS			-	-	-	4,094	4,094	0.54%
TRAFFIC ANALYSIS			-	-	-	60,052	60,052	7.98%
GEOMETRIC STUDIES		48	2,729	4,503	901	123,063	131,196	17.44%
LIGHTING DESIGN			-	-	-	10,464	10,464	1.39%
PUBLIC INVOLVEMENT/COMMUNITY ENGAGEMENT PLAN		60	3,961	6,535	1,307	113,289	125,092	16.63%
TRAFFIC MANAGEMENT PLAN		4	360	594	119	15,127	16,200	2.15%
CONSTRUCTION COST ESTIMATE		20	1,164	1,920	384	9,544	13,012	1.73%
PROJECT DEVELOPMENT REPORT	1,000	234	11,973	19,755	3,951		36,679	4.88%
MEETINGS AND COORDINATION		40	2,347	3,873	775	12,731	19,726	2.62%
ADMINISTRATION AND MANAGEMENT		28	1,876	3,096	619		5,591	0.74%
QUALITY ASSURANCE/QUALITY CONTROL		28	1,876	3,096	619		5,591	0.74%
FUNIDNG APPLICATIONS		56	2,991	4,935	987		8,913	1.18%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Subconsultant DL					6,162.88		6,163	0.82%
TOTALS	64,900	1652	91,304	150,655	36,294	409,071	752,224	100.00%

Fixed fee is limited to the lower of the calculated amount or 15%

The subconsultant fee has been adjusted due to 15% fixed fee

Local Public Agency

Village Of Western Springs

County

Cook

Section Number

26-00107-00-PV

Consultant / Subconsultant Name

V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			TOPOGRAPHIC SURVEY			DATA COLLECTION AND REVIEW			CONCEPT REFINEMENT			ENVIRONMENTAL SURVEY REQUEST/COORDINATION			WETLAND DETERMINATION AND TREE SURVEY		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00	78.0	4.72%	4.25	4	1.04%	0.94				4	14.29%	12.86				4	6.25%	5.63
Senior Project Manager - TD	90.00	8.0	0.48%	0.44															
Senior Project Manager - CE	87.32	0.0																	
Senior Survey Project Manager	66.16	40.0	2.42%	1.60	40	10.42%	6.89												
Project Manager II	62.81	8.0	0.48%	0.30							8	28.57%	17.95						
Project Manager I	57.81	242.0	14.65%	8.47				8	33.33%	19.27				24	28.57%	16.52	24	37.50%	21.68
Project Manager I	57.81	0.0																	
Project Engineer I	50.23	376.0	22.76%	11.43				16	66.67%	33.49	16	57.14%	28.70	60	71.43%	35.88			
Engineer III	55.32	0.0																	
Project Scientist II	49.30	106.0	6.42%	3.16													36	56.25%	27.73
Design Technician III	45.10	40.0	2.42%	1.09															
Survey Crew	39.23	180.0	10.90%	4.27	180	46.88%	18.39												
Technician II	38.60	0.0																	
Administration III	45.22	44.0	2.66%	1.20															
Project Designer I	54.50	0.0																	
Planner I	37.82	0.0																	
Technician II	38.60	0.0																	
Senior Project Manager - ST	88.35	0.0																	
Senior Design Technician	51.17	152.0	9.20%	4.71	100	26.04%	13.33												
Project Surveyor II	41.05	60.0	3.63%	1.49	60	15.63%	6.41												
Senior Project Engineer	69.00	290.0	17.55%	12.11															
Civil Designer II	43.19	28.0	1.69%	0.73															
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		1652.0	100%	\$55.27	384.0	100.00%	\$45.96	24.0	100%	\$52.76	28.0	100%	\$59.51	84.0	100%	\$52.40	64.0	100%	\$55.04

Local Public Agency

Village Of Western Springs

County

Cook

Section Number

26-00107-00-PV

Consultant / Subconsultant Name

V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	GEOTECHNICAL INVESTIGATION AND COORDINATION			UTILITY EVALUATION			PESA			LOCATION DRAINAGE TECHNICAL MEMO			SECTION 4(F) DOCUMENTATION AND EVALUATION			CRASH ANALYSIS		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00												4	16.67%	15.00				
Senior Project Manager - TD	90.00																		
Senior Project Manager - CE	87.32																		
Senior Survey Project Manager	66.16																		
Project Manager II	62.81																		
Project Manager I	57.81				12	37.50%	21.68	10	12.50%	7.23	40	9.76%	5.64	8	33.33%	19.27			
Project Manager I	57.81																		
Project Engineer I	50.23	4	100.00%	50.23	20	62.50%	31.39							8	33.33%	16.74			
Engineer III	55.32																		
Project Scientist II	49.30							70	87.50%	43.14									
Design Technician III	45.10																		
Survey Crew	39.23																		
Technician II	38.60																		
Administration III	45.22													4	16.67%	7.54			
Project Designer I	54.50																		
Planner I	37.82																		
Technician II	38.60																		
Senior Project Manager - ST	88.35																		
Senior Design Technician	51.17										52	12.68%	6.49						
Project Surveyor II	41.05																		
Senior Project Engineer	69.00										290	70.73%	48.80						
Civil Designer II	43.19										28	6.83%	2.95						
TOTALS		4.0	100%	\$50.23	32.0	100%	\$53.07	80.0	100%	\$50.37	410.0	100%	\$63.88	24.0	100%	\$58.55	0.0	0%	\$0.00

Local Public Agency

Village Of Western Springs

County

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Section Number

26-00107-00-PV

Consultant / Subconsultant Name

V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TRAFFIC ANALYSIS			GEOMETRIC STUDIES			LIGHTING DESIGN			PUBLIC INVOLVEMENT/COMMUNITY ENGAGEMENT PLAN			TRAFFIC MANAGEMENT PLAN			CONSTRUCTION COST ESTIMATE		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00				8	16.67%	15.00				20	33.33%	30.00	4	100.00%	90.00	4	20.00%	18.00
Senior Project Manager - TD	90.00																		
Senior Project Manager - CE	87.32																		
Senior Survey Project Manager	66.16																		
Project Manager II	62.81																		
Project Manager I	57.81										20	33.33%	19.27						
Project Manager I	57.81																		
Project Engineer I	50.23				40	83.33%	41.86				20	33.33%	16.74				16	80.00%	40.18
Engineer III	55.32																		
Project Scientist II	49.30																		
Design Technician III	45.10																		
Survey Crew	39.23																		
Technician II	38.60																		
Administration III	45.22																		
Project Designer I	54.50																		
Planner I	37.82																		
Technician II	38.60																		
Senior Project Manager - ST	88.35																		
Senior Design Technician	51.17																		
Project Surveyor II	41.05																		
Senior Project Engineer	69.00																		
Civil Designer II	43.19																		
TOTALS		0.0	0%	\$0.00	48.0	100%	\$56.86	0.0	0%	\$0.00	60.0	100%	\$66.01	4.0	100%	\$90.00	20.0	100%	\$58.18

Local Public Agency

Village Of Western Springs

County

Cook

Section Number

26-00107-00-PV

Consultant / Subconsultant Name

V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 4 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	PROJECT DEVELOPMENT REPORT			MEETINGS AND COORDINATION			ADMINISTRATION AND MANAGEMENT			QUALITY ASSURANCE/QUALITY CONTROL			FUNIDNG APPLICATIONS			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	90.00	2	0.85%	0.77	8	20.00%	18.00	8	28.57%	25.71	8	28.57%	25.71						
Senior Project Manager - TD	90.00													8	14.29%	12.86			
Senior Project Manager - CE	87.32																		
Senior Survey Project Manager	66.16																		
Project Manager II	62.81																		
Project Manager I	57.81	40	17.09%	9.88	8	20.00%	11.56	20	71.43%	41.30	20	71.43%	41.30	8	14.29%	8.26			
Project Manager I	57.81																		
Project Engineer I	50.23	160	68.38%	34.35	16	40.00%	20.09												
Engineer III	55.32																		
Project Scientist II	49.30																		
Design Technician III	45.10	32	13.68%	6.17	8	20.00%	9.02												
Survey Crew	39.23																		
Technician II	38.60																		
Administration III	45.22													40	71.43%	32.30			
Project Designer I	54.50																		
Planner I	37.82																		
Technician II	38.60																		
Senior Project Manager - ST	88.35																		
Senior Design Technician	51.17																		
Project Surveyor II	41.05																		
Senior Project Engineer	69.00																		
Civil Designer II	43.19																		
TOTALS		234.0	100%	\$51.16	40.0	100%	\$58.67	28.0	100%	\$67.01	28.0	100%	\$67.01	56.0	100%	\$53.41	0.0	0%	\$0.00

Project Description

The Hillgrove Ave Phase I engineering project includes approximately 2750' of roadway rehabilitation, reconstruction, and streetscape and pedestrian improvements along Hillgrove Avenue from Hampton Avenue to Wolf Road. The work is anticipated to occur within the existing right-of-way.

The proposed improvement will improve the safety, operations, and access throughout the corridor. Improvements are anticipated to generally include creating a paver street area utilizing concrete pavement, pavers and permeable pavers, traffic calming features, streetscape elements including pedestrian amenities and landscaping enhancements, lighting improvements, gateway features, limited drainage improvements, water, sewer, power infrastructure upgrades, and implementation of green infrastructure elements.

Phase I elements will be per the Illinois Department of Transportation's (IDOT) Bureau of Local Roads & Streets Policies & Procedures. Designs and studies will be prepared per applicable Village of Western Springs and IDOT standards. Plans will be prepared using AutoCad Civil3D. Survey and design files will be converted between MicroStation OpenRoads Designer utilizing a workspace from the Illinois Department of Transportation (IDOT) and AutoCad Civil3D as needed.



This scope of services is limited to supporting V3 in preparation of the Project Development Report (PDR) and supporting the Village through community outreach campaign.

1 DATA COLLECTION AND REVIEW

Data collection will be coordinated with V3 Companies.

DATA COLLECTION

Review and analyze pertinent information for the project obtained from the Village and IDOT. This information will include, but are not limited to the following:

- Geological information if available
- As-built plans of utilities, roadway improvements, buildings or park improvements within the project area
- Accident records for the last five years (coordinate with Village's Police Department)
- Traffic projections (coordinate with CMAP to obtain 2050 projections)
- Existing right-of-way plats, boundaries, and limits
- Utility atlases, if not previously provided
- Past studies or reports, transportation studies, traffic studies from permit applications, and utility infrastructure

- Plans from Metra Platform reconstruction.
- Plans from pedestrian underpass construction
- Plans for new developments, if applicable
- Village will provide any available existing plans and/or inspections
- Addresses of properties within the project limits

FIELD VISITS

Perform (2) field visits to the site by design team members.

- Verification of existing conditions and utilities, existing vegetation, existing site furnishings/fixtures, existing pedestrian, bicycle, and transit circulation and infrastructure.
- Pictures of Historical Buildings (buildings constructed before 1986) as required for the submittal of the environmental survey request to IDOT.

EXHIBITS

Provide Aerial photographs for the project area from the Nearmap database.

2 CONCEPT REFINEMENT

The Consultant shall prepare up to three (3) roadway layouts on the survey. One (1) based upon the previous planning work performed along Hillgrove from Wolf Road to Grand Avenue, and two (2) additional conceptual alternatives aligning with the Downtown Master Plan. Concepts may, but are not limited to, depict ADA facility locations, cross street control, curb bulbs/art parklets, street trees, schematic street furniture locations, parking reconfiguration, integration of metra platform improvements, integration of building frontage improvements, and channelization and signage. This layout will be refined to a preferred alternative and typical section through the public involvement process.

The Consultant shall prepare up to one (1) roadway layout on the survey for improvement to Hillgrove Ave from Grand Ave to Hampton Ave depicting ADA facility locations, cross street control, curb bulbs/art parklets, street trees, schematic street furniture locations, parking reconfiguration, integration of Metra platform improvements, integration of building frontage improvements, and channelization and signage.

The initial concept refinements and alternatives will be utilized within the public outreach process (under a separate task).

The concept refinement will integrate and update the Village's previous concept plans, and will include, but is not limited to the following elements:

- Evaluating Tower Green expansion and utilization, which includes evaluating the placement of a stage area.
- Landscaped and paved plaza configuration utilizing permeable pavers.
- Evaluate feasibility of potential woonerf, curbless street, concept. This will include traffic calming measures such as a raised intersection and pedestrian areas to create more definable pedestrian areas and crossings.
- Evaluate entry features at Hillgrove Ave & Grand Ave and Hillgrove Ave & Lawn.

- Lighting concept including a potential expanded light canopy and uplighting (analysis performed under separate task)
- Incorporate intersection operational recommendations
- Evaluate a variety of street furnishings to be added to the corridor as part of the concept refinement.

Deliverables/Products:

- Scroll Plot Design Alternative Layouts (11"x Project Length hard copy and electronic PDF). There will be two iterations of refined layout scroll plot submittals to the Client for review and discussion.
- Scroll Plot Preliminary Illustrative Plan (matches 10% Engineering Plan) including street furniture, art and cultural elements, pavement types, parklets/curb bulb space for people or for future LID/GSI (11"x Project Length hard copy and electronic PDF). This Plan is limited to Wolf Road to Grand Avenue.
- Typical Cross Sections (Illustrative) (11"x17" electronic PDF)
- Illustrative Perspectives (2 Photo simulations) (11"x17" electronic PDF)
- Preliminary Urban Design Package (Project Narrative & Photo Examples - 11"x17" electronic PDF)

The final preferred concept will be detailed in a report with estimated costs based on the goals of the project and coordination with the Village (under separate tasks).

3 UTILITY EVALUATION

The Consultant will review provided inspection reports, as built information, and cctv footage within to the project limit to detect damage, flow conditions, potential improvement limits, and connection locations. Utility replacement plans will be prepared under separate task. Under this task an assessment of the downtown power utility routing/maps/connections will be performed and opportunities to replace, reuse, or create new more efficient conduit runs for future improvements will be noted. Power/Electrical Plan will be developed under separate task.

Deliverables/Products:

- Recommendation of improvement/repair limit to prime consultant.

4 CRASH ANALYSIS

Crash reports will be reviewed and tabulated (five most recent years) within the project limits. A crash and roadside safety analysis will be performed to identify high crash locations and determine safety countermeasures (such as improving sight lines, sight distance, curb and intersection geometrics, etc.). Exhibits will be prepared to summarize the crash data to be included in the Phase I PDR documentation.

5 TRAFFIC ANALYSIS

As part of the Phase I documentation, Psomas will analyze and evaluate multi-modal traffic along the project corridor. The following work will include:

- Our subconsultant, Quality Counts, will conduct 14-hour counts including a vehicular, pedestrian, bicyclist, and truck traffic at each of the following locations:
 - Hampton Ave/Hillgrove Ave
 - Prospect Ave/Hillgrove Ave
 - Central Ave/Hillgrove Ave
 - Woodland Ave/Hillgrove Ave
 - N Grand Ave/Hillgrove Ave
 - S Grand Ave/Hillgrove Ave
 - N Lawn Ave & Walnut St/Hillgrove Ave
 - S Lawn Ave/Hillgrove Ave
 - Wolf Road/Hillgrove Ave
 - Wolf Road / Burlington Ave
 - Lawn Ave / Burlington Ave
 - Grand Ave / Burlington Ave
- Counts will be taken on a Wednesday and Saturday.
- Development of design hour volumes for the AM and PM peak periods.
- Capacity analysis of existing traffic and projected traffic (2050).

Downtown circulation, safety, and operational analysis will be performed at the following locations:

- N Lawn Ave/Walnut St & Hillgrove Ave
- S Lawn Ave & Hillgrove Ave
- Wolf Rd & Hillgrove Ave
- One-way operations for Hillgrove and Burlington
- One-way operation for Walnut St
- Closure of Lawn Ave grade crossing to vehicle traffic

The Village shall furnish previous parking data/study to Consultant. The Consultant shall review previous parking data / study and perform supplement parking analysis of downtown streets considering future streetscape enhancements, potential traffic operational changes, and new/future downtown business.

Deliverables/Products:

- Recommendation of potential intersection, safety, and circulation improvements to consider as part of project elements
- Parking study supplemental memorandum
- Existing and future traffic exhibits will be prepared to summarize the review of the traffic data.
- Four-way stop warrants will be performed at all existing four-way stop intersections. Warrant reports will be included in the PDR under a separate task.
- Raw traffic count data

6 PUBLIC INVOLVEMENT

Public involvement in the form of public notifications, public informational meetings, and attendance of additional Village meetings will be conducted to satisfy the requirements of the Federal process and inform the community. The Public Informational Meeting held in an open house format is anticipated to present the project improvements, the results of agency coordination, and the project schedule to solicit feedback from stakeholders. The scope of work includes the following:

- Compile a list of property & business owner addresses with assistance from the Village and send one (1) notification via US Certified Mail.
- Support Village in development of project website and coordinate with the Village to provide project updates on their website
- Psomas staff will attend and facilitate one (1) public involvement meeting as required and provide the following:
 - Up to three language translations for handout brochures and display exhibits for use during the meeting.
 - Anticipated display exhibits include 2-D plan renderings and representational imagery. Perspective imagery, digital or hand drawn will be prepared, to inform public perception and solicit comment.
 - Up to one drone or perspective fly through video depicting the existing conditions and the proposed project will be produced for display at public meetings and village board/committee meetings.
 - Graphics prepared under Concept Refinement Task shall be utilized in this scope.
 - Documentation of the concerns and comments expressed by those at the meeting.
 - Responses to public comments.
 - Summary of the public involvement process to incorporate into the Project Development Report (PDR).
- With support from the Village, Psomas will establish a Hillgrove Ave Steering Committee. This steering committee is anticipated to meet once per month from contract commencement (July 2026) through IDOT Phase 1 approval (November 2027). Location and specific businesses, neighborhood leaders, and residents, will be coordinated with the Village and downtown businesses upon contract commencement. Anticipated businesses and community groups include, but is not limited to:
 - Western Springs Historical Society
 - Western Springs Park District
 - Western Springs Theater
 - Western Spring Public Works
 - Western Spring PD
 - Western Springs Fire Dept
 - Hillgrove Tap
 - Guac N Tacos
 - Spring Othrodontics
 - Davnti Enotecs
 - Top Driver School
 - Young Life Metro Southwest
 - Jolie, a dress boutique
 - Clarity Physical Therapy and Wellness Center
 - Metra Staff
 - BNSF
 - Community Bank of Western Springs
 - Colonial Barber Shop
 - Evolve health and wellness
 - Initially ewe
 - Jenna Crowther State Farm
 - SET Fitness
 - Streamline Physical Therapy & Rehab
 - Shear Envy

PSOMAS EXHIBIT A: SCOPE OF SERVICES

- Psomas will participate in up to five Village of Western Springs events. Specific events will be coordinated with Village. Anticipated events include, but not limited to,
 - July 22nd Jammin in July
 - Gather on the Green
 - August French Market
 - Village Touch a Truck Event
 - December 5 or 6 Santa Pictures/Winter Wonderland.

Additional events attendance beyond what is identified above shall be compensated at \$5,000 / event.

Any official public meeting will adhere to the FHWA public meeting requirements that will be included in the PDR. Steering Committee meeting notes and other meeting notes with community members / events will be included in the PDR.

7 LIGHTING DESIGN

As part of the roadway, streetscape, and safety improvements, Psomas will perform conceptual lighting design throughout the project limits. The lighting design work will include:

- Integration of conceptual lighting plan from concept refinement
- Review of the existing lighting conditions within the project limits to determine the existing lighting conditions and maintenance responsibilities and make recommendations for the proposed condition.
- Determination of the appropriate requirements for lighting design based on IDOT standards.
- Evaluation of decorative lighting options. This includes incorporating uplighting as part of the holiday and overhead festival lighting.

Deliverables/Products:

- Plan view of proposed lighting and electrical system. Scroll Plot of entire corridor.

8 GEOMETRIC STUDIES AND PRELIMINARY PLAN

Upon evaluation of the existing conditions, results of the concept refinement, traffic analysis, and public outreach Psomas will perform a geometric study that focus on the following design elements:

- Upon completion of the concept refinements we will document the roadway typical section, considering pedestrian and bicyclist accommodations, parking modifications, and lane configurations.
- Intersection geometric evaluation, including design vehicle turning movements and sight triangle evaluation.
- Cross Section Studies (Grading): Prepare cross-sections and/or grading plans for evaluation of the improvements and potential impacts to right-of-way. A (up to one) representative cross section or grading plan per block will be provided in the PDR.
- ADA grading details at each intersection and pedestrian crossing within the project limits to satisfy IDOT requirements.

- Preparation of water and sewer replacement plans are included in this task. Profile design and conflict coordination and resolution is not included at this time.

Deliverables:

- Intersection geometrics including design vehicle turning movements.
- Intersection sight triangle exhibits to identify clear obstruction areas to accommodate the proposed improvements and hardscape features.
- Psomas will prepare a design criteria table for review by IDOT. The anticipated design criteria will be based of IDOT “3R” criteria. Final determination of the design criteria will be determined at the FHWA coordination meeting.
- Psomas will prepare plan exhibits on an aerial background that shows the alternative and include the identification of all proposed right-of-way and temporary/permanent construction easements.
- The preferred alternative will be detailed in the plan and profile exhibits, 20-scale or 40 scale roll plots, with the topographic survey as the background, that will be included in the Project Development Report.

Anticipated Plan sheets include:

- Roadway Plan and Profile, Roll Plot (22” x length, 40 scale)
- Utility Plan and Profile, water and sewer, Roll plot (22” x length, 40 scale)
- Electrical Plan, Roll plot (22” x length, 40 scale)
- Urban Design and Landscape Plan, Roll plot (22” x length, 40 scale)
- One Urban Design and Landscape Plan for Hillgrove Ave from Grand Ave to Wolf Road (Roll Plot 22”x length, 20 scale)
- Intersection Plans (9) (22”x34”, 20 Scale)
- Stormwater Plans from V3 companies will be integrated into the above plan sheets.

9 TRAFFIC MANAGEMENT PLAN

A Transportation Management Plan (TMP) will be prepared to evaluate various maintenance of traffic alternatives to be included in the Phase I study. This scope of work includes the following as required:

- Completion of IDOT form D1OP0042.
- Prepare a brief description of the project.
- Identify various traffic management strategies considered which include the cost.
- Impact analysis to evaluate delays and queues, and determine the recommended strategies and mitigation measures to reduce the impacts on the project.
- Traffic Control Plan (TCP). This includes identifying efficient, maintenance free and quick options to close Hillgrove Ave.

Associated exhibits will be prepared as part of the TMP for IDOT’s review and/or concurrence. Two (2) submittals (pre-final and final) to IDOT will be prepared.

10 CONSTRUCTION COST ESTIMATE

Psomas, with support from V3, will prepare a preliminary engineer's opinion of probable construction costs (EOPCC) of the proposed improvements utilizing IDOT pay items, standards, and guidelines. Itemized costs will be determined using available guides and bid tabulations from similar projects. Cost estimates will be produced during the concept refinement task as well as the PDR task.

11 PROJECT DEVELOPMENT REPORT

V3 will coordinate and provide the PDR. As requested, Psomas will provide specific necessary documentation from scope tasks herein to support the Project Development Report submittal to IDOT.

12 MEETINGS AND COORDINATION

Psomas will participate as requested in meetings led by V3. These meetings are in addition to meetings noted for the public involvement requirements. See V3 scope of work for details.

13 FUNDING APPLCIATIONS

Support for this task is included with the various scope items herein.



Local Public Agency Western Springs	County Cook	Section Number
Prime Consultant (Firm) Name V3 Companies	Prepared By Bryce Corrigan, PE	Date 3/5/2026
Consultant / Subconsultant Name Psomas	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	176.66%
START DATE	6/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2027		% OF RAISE	3.00%
END DATE	11/30/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2026	1/1/2027	7	38.89%
1	1/2/2027	12/1/2027	11	62.94%

The total escalation = 1.83%

Local Public Agency

Western Springs

County

Cook

Section Number

Consultant / Subconsultant Name

Psomas

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	6	\$500.00	\$3,000.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Counts	Actutal Cost	1	\$15,120.00	\$15,120.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$18,120.00

Local Public Agency

Western Springs

County

Cook

Section Number

Consultant / Subconsultant Name

Psomas

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Data Collection and Review			Concept Refinement			Utility Evaluation			Crash Analysis			Traffic Analysis		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Engineer II	80.78	384.0	19.51%	15.76	8	20.00%	16.16	40	15.38%	12.43	12	50.00%	40.39				12	5.36%	4.33
Senior Engineer I	73.32	308.0	15.65%	11.47							12	50.00%	36.66				12	5.36%	3.93
Project Engineer II	69.58	252.0	12.80%	8.91	8	20.00%	13.92	40	15.38%	10.71									
Transportation Planner II	49.22	124.0	6.30%	3.10	8	20.00%	9.84							8	40.00%	19.69	100	44.64%	21.97
Senior Transportation Planner	77.39	144.0	7.32%	5.66	8	20.00%	15.48							12	60.00%	46.44	100	44.64%	34.55
Design Engineer II	51.94	112.0	5.69%	2.96															
Design Engineer I	49.22	72.0	3.66%	1.80															
Technician	40.73	40.0	2.03%	0.83															
Landscape Designer I	39.03	160.0	8.13%	3.17				60	23.08%	9.01									
Landscape Designer II	42.77	120.0	6.10%	2.61				60	23.08%	9.87									
Senior Landscape Architect I	67.89	192.0	9.76%	6.62	8	20.00%	13.58	60	23.08%	15.67									
Office Admin	41.07	60.0	3.05%	1.25															
		0.0																	
		0.0																	
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TOTALS		1968.0	100%	\$64.15	40.0	100.00%	\$68.97	260.0	100%	\$57.68	24.0	100%	\$77.05	20.0	100%	\$66.12	224.0	100%	\$64.78

Local Public Agency

Western Springs

County

Cook

Section Number

Consultant / Subconsultant Name

Psomas

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Public Involvement			Lighting Design			Geometric Studies			Traffic Management Plan			Construction Cost Estimate			Meetings and Coordination		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Senior Engineer II	80.78	160	28.78%	23.25	20	38.46%	31.07	60	9.68%	7.82	12	15.00%	12.12	20	50.00%	40.39	40	76.92%	62.14
Senior Engineer I	73.32	80	14.39%	10.55				160	25.81%	18.92	12	15.00%	11.00	20	50.00%	36.66	12	23.08%	16.92
Project Engineer II	69.58	40	7.19%	5.01	4	7.69%	5.35	160	25.81%	17.96									
Transportation Planner II	49.22										8	10.00%	4.92						
Senior Transportation Planner	77.39	16	2.88%	2.23							8	10.00%	7.74						
Design Engineer II	51.94				12	23.08%	11.99	80	12.90%	6.70	20	25.00%	12.98						
Design Engineer I	49.22				12	23.08%	11.36	40	6.45%	3.18	20	25.00%	12.30						
Technician	40.73							40	6.45%	2.63									
Landscape Designer I	39.03	60	10.79%	4.21				40	6.45%	2.52									
Landscape Designer II	42.77	60	10.79%	4.62															
Senior Landscape Architect I	67.89	80	14.39%	9.77	4	7.69%	5.22	40	6.45%	4.38									
Office Admin	41.07	60	10.79%	4.43															
TOTALS		556.0	100%	\$64.06	52.0	100%	\$64.99	620.0	100%	\$64.10	80.0	100%	\$61.06	40.0	100%	\$77.05	52.0	100%	\$79.06



NASHnal Soil Testing, LLC.
23856 W. Andrew Road, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099

Mr. Kurt Corrigan

V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
Phone: 630-724-9200
E-mail: kcorrigan@v3co.com

3/2/2026
Proposal No. 2026-3513-028P

RE: Proposal for the Pavement Coring and Geotechnical Exploration Services for the Hillgrove Avenue Roadway and Streetscape Improvements at Hillgrove Avenue (between Wolf Rd. & Hampton Ave.) in Western Springs, IL-60558

Dear Mr. Corrigan;

We are pleased to submit a proposal for this project. We have reviewed scope of work you prepared and discussed the project with you as a basis for this proposal. Enclosed please find a description of our understanding of the project, and an estimate of our fee and our fee schedule.

NST is a full-service company, which provides geotechnical investigation, construction inspection, material testing and environmental services (Phase-I & Phase II) to clients in both the private and public sectors. Our principals have over 23 years of combined experience in the related fields. I personally am a registered professional engineer in over 7 states and have been providing subsurface soil investigations, construction inspection and material testing services to developers and contractors in multiple locations.

Project Description

We understand that you are design engineering services for Hillgrove Avenue Roadway and Streetscape Improvements project located on Hillgrove Avenue (between Wolf Road and Hampton Avenue) in Western Springs, IL. As you have requested, to understand the subsurface soils profile and pavement sections within the roadway/street, we will drill 7 soil borings to a depth of 10 feet each at the locations marked by you for soil borings and core at all 7 locations to determine the bituminous pavement thickness along with the aggregate base thickness in order to obtain preliminary geotechnical data to help plan your design. Additionally, as requested, we will perform two (2) percolation tests at the surface at the two locations marked by you.

It is important for you to understand that during the drilling and access to the proposed area, any the existing surface, landscaping and grass in the vicinity and the access area will be damaged by our equipment. NST should not be held responsible for the repair of the damaged grounds/grass and landscaping. Additionally, if due to any unforeseen conditions, additional trips are required to drill the job, an additional mobilization fee will be charged.



Mr. Kurt Corrigan
Hillgrove Avenue Roadway and Streetscape Improvements
Hillgrove Avenue (between Wolf Rd. & Hampton Ave.)
Western Springs, IL-60558

3/2/2026
Proposal No. 2025-3513-027P

Scope of Services

As you requested, we will drill seven (7) soil borings to a depth of 10 feet each below existing grade and perform two (2) percolation/infiltration tests at the locations specified by you. Surface elevations at each boring location will be determined by our field crew and referenced to a convenient on-site or nearby benchmark or established using GPS coordinates.

Before we drill, we will contact J. U. L. I. E. to locate public underground utilities. J. U. L. I. E., does not charge for this service, but will also not locate private underground utility lines within property. If there are private underground utility lines where we are to drill, we recommend that your organization contact a private locating company, which will charge for its services. At this time, we have not made an allowance for a private locating firm in our estimate of fees for this project. If we must contact a private locating firm or if private locating firm is hired, we would pass along their fees at cost plus 15%.

We will drill with hollow stem augers or solid stem augers, and sample by the split barrel method (ASTM: D 1586). Our crew will maintain logs noting the drilling and sampling methods and groundwater levels.

Representative samples of the recovered soil will be preliminarily classified in the field, sealed in jars to reduce moisture loss, and sent to our laboratory for testing and final classification by a Soil Engineer. Upon completion of drilling and groundwater measurements, we will backfill the boreholes with soil cuttings at your request and not by Bentonite Grout.

Laboratory Testing

Our laboratory program will be initiated by a Geotechnical Engineer examining the recovered samples to determine the major and minor soil components. We anticipate performing routine testing including moisture content determination and unconfined compressive strength of cohesive samples (by hand penetrometer).

If special testing is required, such as Atterberg Limits tests, gradation tests, organic content tests, or consolidation tests, we would contact you to discuss a modification in the scope of work before proceeding. After completion of the laboratory testing, the Engineer will visually/manually classify each sample based on texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs and the geotechnical report.

NASHnal Soil Testing, LLC.
23856 West Andrew Road, Unit 103, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099



Mr. Kurt Corrigan
 Hillgrove Avenue Roadway and Streetscape Improvements
 Hillgrove Avenue (between Wolf Rd. & Hampton Ave.)
 Western Springs, IL-60558

3/2/2026
 Proposal No. 2025-3513-027P

Geotechnical Report

In our report, we will describe the soil and groundwater conditions that we encounter and present recommendations for feasible methods of pavement construction. We will discuss site preparation and excavation, including the placement of fill or backfill.

Our report will conclude with a discussion of construction considerations related to pavement construction and earthwork on this site with IDOT Geotechnical Exploration requirements.

Fees

Representative samples of the recovered soil will be preliminarily classified in the field, sealed in jars to reduce moisture loss, and sent to our laboratory for testing and final classification by a Soil Engineer. Upon completion of drilling and groundwater measurements, we will backfill the boreholes with cuttings and plug the surface with bituminous cold patch, if required

Based on the scope of work described above, we will charge the following fees.

Mobilization/demobilization of men & equipment	\$ 1,500.00
7 borings, 70 total lineal feet of drilling, routine sampling	\$ 3,060.00
Laboratory testing of 28 samples (w% & Qp)	\$ 280.00
Laboratory testing of 14 samples (Unit Weight)	\$ 210.00
Geotechnical Exploration Report & logs	\$900.00
Sub Total Geotechnical Exploration	\$ 7,000.00
7 Pavement Cores	\$1,400.00
2 Percolation/Infiltration Tests	\$4,000.00
Total	\$12,400.00



Mr. Kurt Corrigan
Hillgrove Avenue Roadway and Streetscape Improvements
Hillgrove Avenue (between Wolf Rd. & Hampton Ave.)
Western Springs, IL-60558

3/2/2026
Proposal No. 2025-3513-027P

If additional borings or deeper borings are needed, or if engineering and testing are requested beyond that required for preparation of the report (i.e., post-report consultation, report revision due to changes in building design or location, specification review, pre-bid or pre-construction meetings), the increase in our fees will be in accordance with the unit prices shown on the enclosed fee schedule. If additional trips are required to drill the job, an additional mobilization fee will be charged.

Work Schedule

The utility locating will require three days following your authorization. We estimate that drilling will take one working day to complete. Laboratory testing will require an additional three days following drilling. We may submit copies of the boring logs at the completion of laboratory work and also provide verbal recommendations to the Structural Engineer to allow them to start on their design prior to receiving our formal report. Following completion of the testing, we would then prepare the soil report. We anticipate starting drilling sometime in the week of 3/29/2026, if that is not possible, we will inform you in writing.

Environmental Concerns

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site, nor environmental testing of the soil or groundwater. Environmental services can be provided if you desire.

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Mr. Kurt Corrigan
Hillgrove Avenue Roadway and Streetscape Improvements
Hillgrove Avenue (between Wolf Rd. & Hampton Ave.)
Western Springs, IL-60558

3/2/2026
Proposal No. 2025-3513-027P

Authorization

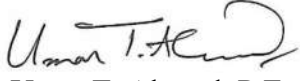
We are submitting this proposal in two copies for acceptance. When it is accepted, we ask that one copy be signed by an authorized representative of the party responsible for payment for these services, and that this copy be returned to us as our authorization to proceed.

We have enclosed with this proposal a copy of our General Conditions. The terms contained in the General Conditions are incorporated herein and are an integral part of this contract for professional engineering services. ACCEPTANCE OF THIS PROPOSAL BY AUTHORIZED SIGNATURE, VERBAL AUTHORIZATION, OR ISSUANCE OF A PURCHASE ORDER, INDICATES THAT YOU UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS PROPOSAL, INCLUDING THE GENERAL CONDITIONS.

Mobilization/demobilization for 7 soil borings 70 lineal feet of drilling and sampling, routine laboratory testing, and the geotechnical exploration report with logs	\$ 7,000.00
7 Pavement Cores	\$1,400.00
2 Percolation/Infiltration Tests	\$4,000.00
Total	\$12,400.00

If you have any questions regarding this proposal, please contact us.

Sincerely,
Engineering Testing Laboratories


Umar T. Ahmad, P.E.
Senior Project Engineer

Enclosures:
Important Information regarding your Geotechnical Engineering Proposal
General Conditions for Geotechnical Engineering

ACCEPTED

DATE: _____

FIRM: V3 Companies

AUTHORIZED NAME: _____

WHEN ACCEPTED PLEASE SIGN *THIS COPY* AND *RETURN* IT TO OUR *OFFICE*. THANK YOU.

(Please print)

AUTHORIZED SIGNATURE: _____

NASHnal Soil Testing, LLC.
23856 West Andrew Road, Unit 103, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099



IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING PROPOSAL

As the client of a consulting geotechnical engineer, you should know that site subsurface conditions cause more construction problems than any other factor. Following are some suggestions and observations to help you manage your risks.

Have Realistic Expectations

If you have not dealt with geotechnical issues before, recognize that site exploration identifies actual subsurface conditions only at those points where samples are taken, at the time they are taken. The data derived are extrapolated by consulting geotechnical engineers who then apply their judgment to render an opinion about overall subsurface conditions, how they will react to construction activity, and appropriate design of foundations, slopes, impoundments, and other construction elements. Even under optimal circumstances, actual subsurface conditions may differ from those inferred to exist, because no geotechnical engineer, no matter how qualified, and no subsurface exploration program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

Develop The Subsurface Exploration Plan With Care

The nature of a subsurface exploration program - the types, quantities, and locations of procedures used plays a large role in determining the effectiveness of a geotechnical engineering report and the design based upon it. The more comprehensive a subsurface exploration plan, the more information it provides to the geotechnical engineer, helping the engineer reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered. Geotechnical design begins with development of the subsurface exploration plan, a task that should be accomplished jointly by you and/or your professional representatives and the geotechnical engineer. Mutual development helps assure that all parties involved recognize one another's concerns and the available technical options. Clients who develop a subsurface exploration plan without the involvement of their geotechnical engineers may be required to assume responsibility - and liability - for the plan's adequacy.

Read General Conditions Carefully

Most consulting geotechnical engineers include their standard general contract conditions in their proposals, and it is common for one of these conditions to limit the engineer's liability. Known as risk allocation or limitation of liability, this approach helps prevent problems to begin with, and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of the general conditions explain the geotechnical engineer's responsibilities, in order to help prevent confusion and misunderstandings, and assist all parties in recognizing who is responsible for different tasks.

In all cases, read the geotechnical engineer's general conditions carefully. Speak with the geotechnical engineer about any questions you may have.

Have The Geotechnical Engineer Work with Other Design Professionals

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a geotechnical engineering report. To help avoid misinterpretations, retain your geotechnical engineer to work with other project design professionals who are affected by the geotechnical report. Ask the geotechnical engineer to explain report implications to those design professionals affected by them, and to review other design professionals' plans and specifications to consider the manner in which they have incorporated geotechnical issues. Although other design professionals may be familiar with geotechnical concerns, none knows as much about them as a competent geotechnical engineer.

Realize That Environmental Issues Have Not Been Addressed

If you have requested a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice always to have a site reviewed from an environmental viewpoint. A geotechnical engineer cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.



GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING

I. Scope of Work,

NASHnal Soil Testing, LLC (hereinafter called NST) shall perform the services defined in this contract and shall invoice the client for those services at the rates shown on the attached FEE SCHEDULE. Any estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only as an estimate, unless otherwise specifically stated in the contract. NST will provide additional services under this contract, as required to complete the engineering assignment, and/or as authorized by the Client and requested by the Client with charges for those additional services at the stated rates.

II. Soil Boring Locations and Elevations

It is desirable for NST to use its expertise in determining the number, depth, and locations of borings. However, it is understood that the Client may specify the number, location, or depth of borings. NST agrees to follow the Client's specifications to the extent practical. If the Client specifies the number, depth or locations of borings, Client agrees to accept the risk associated therewith, and agrees to indemnify and hold harmless NST from the claims of others arising there from. To the extent that the Client does not specify the number, locations, or depth of borings, such will be selected by NST personnel. NST will determine the ground surface elevations at the boring locations. If a benchmark is not available on the site, the elevations may be estimated from the topographic map (if one is provided). In using survey data provided by the Owner (for horizontal and vertical control), NST assumes no liability or responsibility to verify the accuracy of the survey data; we assume the survey data and/or benchmark elevations are correct as given. When NST uses a benchmark provided by the local municipality, county, or the state, we likewise assume no liability or responsibility in verifying the correctness of the elevation.

Since NST does not practice in the profession of land surveying, boring locations will be located in the field within the accuracy feasible. When the property lines are not surveyed and staked it may be necessary to approximately locate the borings by reference to available landmarks and landforms. In some cases, NST will request the Owner to either survey the boring locations before drilling starts, or after the completion of drilling. Such surveying will be carried out at no cost to NST. The boring locations shown on the Soil Boring Location Diagram are to be considered as approximate locations only.

III. Access to Site

Unless otherwise agreed, the Client will furnish NST with right-of-access to the site in order to conduct the planned exploration or field service. NST will take reasonable precautions to minimize damage due to its operations. NST has not included in the estimated charges the cost of restoration of any damage resulting from the operations, and will not be liable for such damage, If the Client directs, NST will restore the site and add the cost of restoration to the charges in accordance with personnel and equipment rates indicated on the FEE SCHEDULE.

IV. Utilities

In the prosecution of the work, we will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold us harmless for any damages to subterranean structures, which are not called to our attention and correctly shown or described on the documents furnished.

V. Discovery of Unconfirmed Pollution, Notification to the State

If we observe a substance at the ground surface, in a boring or an excavation, or if we observe a substance in contact with or within the groundwater, which in our professional opinion could potentially pollute surface waters or the groundwater, there is a legal obligation to notify the State of Illinois Emergency Management Agency, in accordance with the provisions of Title 29, Chapter I, Subchapter D, Part 430, (29-IAC-430) "Emergency Response." It is our understanding that this notification must be "immediate," usually interpreted by the Agency to be within 24 hours. We will attempt to notify you, our Client, first to have you do the notification, but if you do not assure us that you will do so, or if we are unable to communicate with you, we will then be obligated to notify the State directly. The requirements of this statute supersede the usual practice of client confidentiality, and Client agrees to hold NST harmless from any consequences arising from such notification.

VI. Invoices

a. Invoices will be submitted once a month or services performed during the prior month, Payment is due upon presentation and is past due alter thirty (30) days of receipt of the invoice, unless specifically arranged otherwise in writing. The Client shall provide NST with a clear written statement within fifteen (15) days after the invoice date of any questions with respect to the invoice. Failure to provide NST with a clear written statement within fifteen (15) days shall constitute acceptance of an invoice as submitted. The Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month eighteen percent (18%) annually on past due accounts but not to exceed the maximum rate by law. The billing rates as described in the Agreement will be increased on the anniversary of the effective date of this agreement.

b. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which NST is not involved, or upon the Client's successful completion of the project. It is agreed that all expenses incurred by NST in liens or collecting a delinquent amount, including but not limited to reasonable attorneys' fees, financial charges, witness personnel, document duplication, organization and storage costs, court costs, travel and subsistence, shall be paid to NST by the Client in addition to the delinquent amount.

VII. Ownership of Documents

NST will furnish two (2) copies of each report to the Client. The Client will be billed for additional copies at the cost of \$25.00 per copy.

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by NST, as instruments of service, shall remain the property of NST.

Client agrees that all reports and other work furnished to the Client or his agents who are not paid for, will be returned upon demand, and will not be used by the Client for any purpose whatsoever.

NST will not retain any records relating to the services performed following submission of the report.

NASHnal Soil Testing, LLC.

23856 West Andrew Road, Unit 103, Plainfield, IL 60585

Ph 630-780-5201, Fax 630-429-9099



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 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, Jill Izzo, Deputy Village Clerk, Anne Skrodzki, Village Attorney, Kelsey Fawell, Senior Planner

RE: (Discussion only) 2026 Official Zoning Map

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on April 7, 2026, and recommended the approval of the 2026 Official Zoning Map.

Summary

The Village of Western Springs' Community Development Department has prepared the 2026 Official Zoning Map for review and recommendation by the Planning and Zoning Committee and for adoption by the Corporate Authorities. The Illinois Municipal Code 65 ILCS 5/11-13-19 requires that a municipality adopt and publish a new zoning map annually by March 31. The published zoning map should include and acknowledge existing zoning, boundary changes (i.e. annexations), zoning map amendments, and subdivisions that have been approved the preceding year.

Sec. 11-13-19. Except as otherwise provided in this section, the corporate authorities shall cause to be published no later than March 31 of each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of such municipality for the preceding calendar year. The first map published in 1960 shall reflect all zoning uses, divisions, restrictions, regulations and classifications in effect on and prior to December 31, 1959. If in any calendar year after the first map is published, there are no changes in zoning uses, divisions, restrictions, regulations and classifications in such municipality, no map shall be published for such calendar year. The map published by the corporate authorities shall be the official zoning map. The corporate authorities may establish a fee charged any person desiring a copy of such map. Such fee shall be paid to the appropriate zoning officer and shall be applied to defray the cost of publication of the official map.

For clarification purposes, any changes being incorporated into the official zoning map have already received Plan Commission and/or Board of Zoning Appeals recommendations and have also been authorized, approved and adopted by the Corporate Authorities. There is no express legal requirement that the Plan Commission review the zoning map, but staff believes that it is prudent that the Planning and Zoning Committee be included in this process because of their

advisory role.

In 2025, there were five approvals that impacted the Zoning Map. Attachment 1 contains the draft map. Note that this requirement is only for the static zoning map (via PDF); the Village’s interactive zoning map is updated in real time as zoning changes are approved by the Village Board.

The Planning and Zoning Committee reviewed this item at their meeting on April 7, 2026, and recommended approval of the 2026 Official Zoning Map. The draft ordinance for adoption of the 2026 Official Zoning Map reviewed by the Planning and Zoning Committee is included in Attachment 2.

Attachments

- 1. Draft Map - 2026 Village of Western Springs Zoning Map dated March 11, 2026
- 2. Draft Ordinance - An Ordinance approving an updated version of the Village of Western Springs Official Zoning Map pursuant to Sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-12-6, 11-12-7 And 11-13-19) and Section 10-5-3 (Zoning Map) of the Western Springs Municipal Code

Financial Impact

None.

Recommended Motion

I move to approve the 2026 Official Zoning Map.

Strategic Plan Alignment

Community Planning and Economic Development.

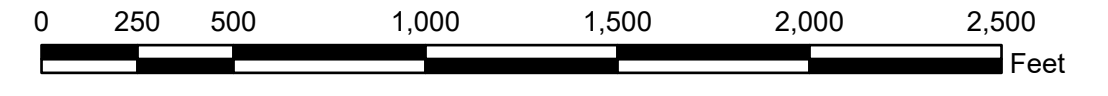
File Attachments

- 1. Draft Map
- 2. Draft Ordinance

Attachment 1



2026 Official Zoning Map



ADOPTED BY THE VILLAGE OF WESTERN SPRINGS

Date 03/11/2026

Village President







ATTEST:

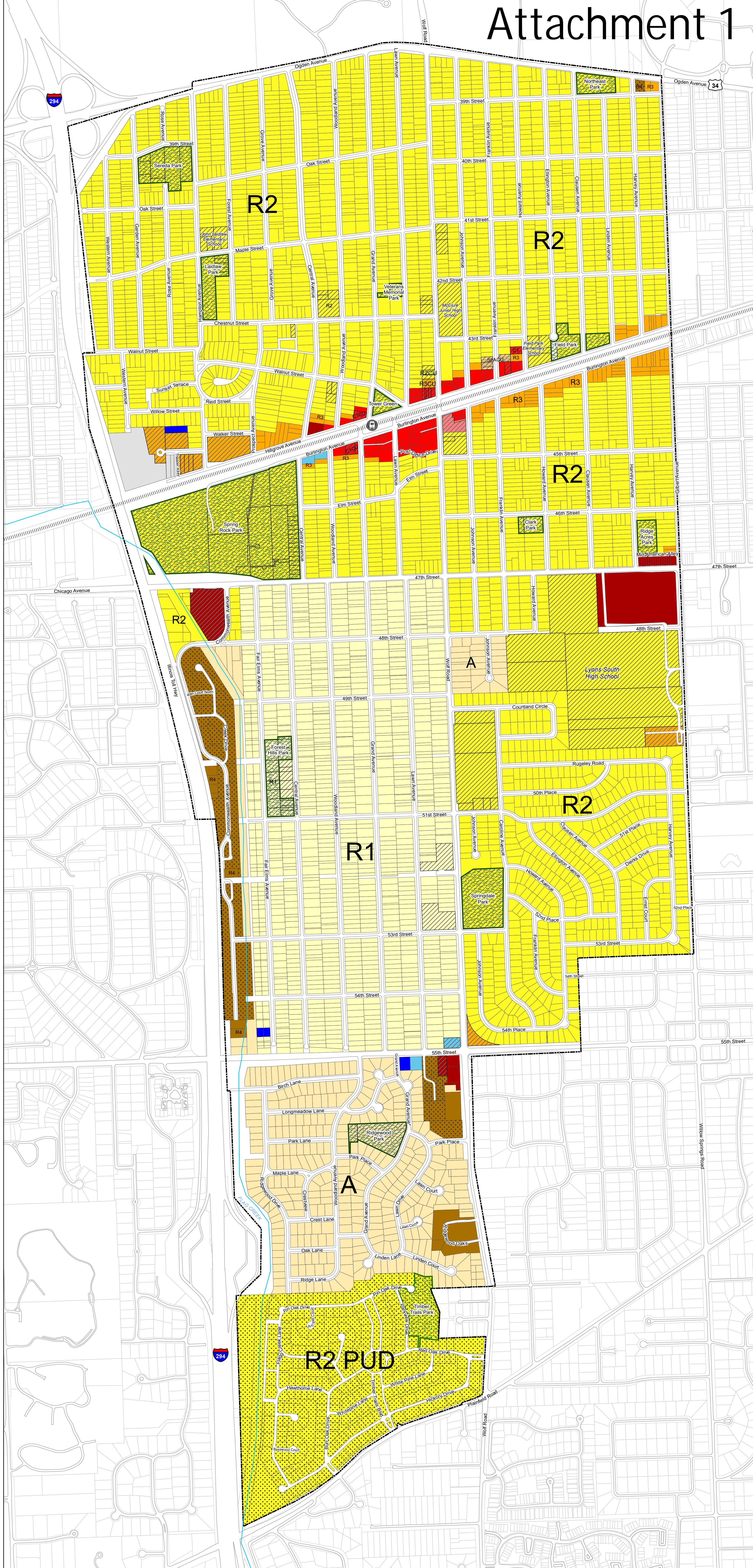
Acting Village Clerk

(SEAL)

DISCLAIMER: This drawing is neither a legally recorded map nor a survey, and is not intended to be used as such. This drawing is a compilation of records, information and data located in various village, county and state offices, and other sources, affecting the land area displayed and is to be used for reference purposes only. The Village of Western Springs shall not be responsible for any inaccuracies herein contained. If discrepancies are found, please contact the Western Springs Community Development Department.

Legend

-  C1 *village center - commercial district*
-  C2 *community shopping district*
-  MXD *mixed use commercial - residential district*
-  ORI *office research and limited industrial district*
-  O *limited office district*
-  A *single family residence*
-  R1 *single family residence*
-  R2 *single family residence*
-  R2PUD *residential planned unit development*
-  R3 *two-family residence*
-  R4 *multi-family residence*
-  R4PUD *residential planned unit development*
-  SFA *single family attached residence*
-  MGL *municipal and governmental land district*
-  CU *existing conditional use (refer to Community Development Dept. for more information)*
-  parks
-  corporate limits



ORDINANCE NO. 26-_____

VOTE:

AYES:

NAYS:

ABSTAIN:

DATE: April 27, 2026.

OTHER: Published in pamphlet form.

AN ORDINANCE APPROVING AN UPDATED VERSION OF THE VILLAGE OF WESTERN SPRINGS OFFICIAL ZONING MAP PURSUANT TO SECTIONS 11-12-6, 11-12-7 AND 11-13-19 OF THE ILLINOIS MUNICIPAL CODE (65 ILCS 5/11-12-6, 11-12-7 AND 11-13-19) AND SECTION 10-5-3 (ZONING MAP) OF THE WESTERN SPRINGS MUNICIPAL CODE.

WHEREAS, pursuant to Sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-12-6, 11-12-7 and 11-13-19) and Section 10-5-3 (Zoning Map) of the Development Control Ordinance of the Western Springs Municipal Code (“DCO”), the President and Board of Trustees of the Village of Western Springs (the “Village Board”) desire to approve and adopt an updated version of the Official Zoning Map consisting of the entire land area located within the corporate boundaries of the Village of Western Springs, as described in the Comprehensive Land Use Plan approved by the Corporate Authorities under Ordinance No. 03-2226 on February 24, 2003, as amended by Ordinance No. 11-2643 dated August 22, 2011 (the “2011 Western Springs Downtown Redevelopment Plan”) and by Ordinance No. 22-3074 dated April 25, 2022, as part of the adoption of the “2022 Land Use Plan Amendments”, and which contains all of the map amendments, conditional use permits and planned unit developments that have been approved since the last time the Official Zoning Map was updated. A copy of the updated Official Zoning Map dated March 11, 2026 is attached hereto as **Exhibit “A”** and made a part hereof; and

WHEREAS, in accordance with 65 ILCS 5/11-12-6, the attached Official Zoning Map contains or incorporates by reference the standard requirements of the municipality relating to size of streets, alleys, public ways, parks, playgrounds, school sites, other public grounds, and ways for public service facilities; the kind and quantity of materials which shall be used in the construction of streets and alleys; and the kind and quality of materials for public service facilities as may be consistent with Illinois Commerce Commission or industry standards, and the standards required for drainage and sanitary sewers, and collection and treatment of sewage. The Official Zoning Map is drawn to scale, is reasonably accurate, and shows the north point, section lines and numbers, and streams, all of which are incorporated into this Ordinance; and

WHEREAS, at a public meeting held on April 7, 2026, the Planning and Zoning Committee (the “Committee”) reviewed and discussed the attached version of the Official Zoning Map and received input from the Village staff and provided an opportunity for public input, and then recommended that the Official Zoning Map be approved by the Village Board so that it can be placed with the Village Clerk’s Office and made available to the public for inspection and photocopying; and

WHEREAS, at public meetings held on April 13, 2026 and April 27, 2026, the Village Board reviewed and discussed the attached version of the Official Zoning Map as well as considering the input of Village staff and the recommendation of the Committee with regard to the approval of the Official Zoning Map, and provided an opportunity for public input on the updated Official Zoning Map; and

WHEREAS, pursuant to Sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-12-6, 11-12-7 and 11-13-19) and Section 10-5-3 (Zoning Map) of the DCO, the President and Board of Trustees of the Village of Western Springs desire to approve the attached version of the Official Zoning Map for the Village of Western Springs.

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

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

SECTION 2. Authority. Pursuant to Sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-12-6, 11-12-7 and 11-13-19), the **Official Zoning Map dated March 11, 2026**, attached hereto as **Exhibit "A"** and made a part hereof, is approved and established as the "Official Zoning Map" for the Village of Western Springs, and shall serve as the "Official Zoning Map" referenced in Section 10-5-3 (Zoning Map) of the Western Springs Municipal Code and throughout other sections of the Code.

SECTION 3. Repealer. All previously adopted Ordinances, approving prior versions of the Official Zoning Map, are repealed, with the "Official Zoning Map" attached hereto as **Exhibit "A"** superseding and taking the place of any Official Zoning Maps attached to said repealed ordinances.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and 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 at a Regular Meeting thereof, held on the 27th day of April, 2026 and approved by me as 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 27th day of April, 2026.

Edward Tymick, Village Clerk

Exhibit "A"

**Official Zoning Map
dated March 11, 2026**

(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 attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NUMBER 26-_____

AN ORDINANCE APPROVING AN UPDATED VERSION OF THE VILLAGE OF WESTERN SPRINGS OFFICIAL ZONING MAP PURSUANT TO SECTIONS 11-12-6, 11-12-7 AND 11-13-19 OF THE ILLINOIS MUNICIPAL CODE (65 ILCS 5/11-12-6, 11-12-7 AND 11-13-19) AND SECTION 10-5-3 (ZONING MAP) OF THE WESTERN SPRINGS MUNICIPAL 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 27th day of April, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 27th day of April, 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 27th day of April, 2026.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 7.B.

To: Board of Trustees

From: Heather Valone, AICP, Director of Community Development

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

RE: (Discussion only) Acceptance of Public Improvements, 4300 Franklin Western Springs, LLC.

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on April 7, 2026, and recommended approval and acceptance of the public improvements within the 43rd Street right-of-way between Franklin and Howard Avenues.

Summary

On February 10, 2025, the Village Board approved Resolution No. 25-2867 titled “A Resolution Authorizing the Approval and Execution of an Assignment, Assumption and Consent Agreement for the Removal of a Public Sidewalk and Certain Public Parking Spaces, Installation of a New Public Sidewalk and Restoration of 43rd Street Right-of-Way at the 4300 Howard Avenue Property in the Village of Western Springs (Lots 1, 8 and 9 in Field Park Subdivision) and a Related Redevelopment Agreement to Be Entered Into by and Between the Village of Western Springs, Illinois and 4300 Franklin Western Springs LLC to Allow for the Completion of Such Work” (“Resolution No. 25-2867”).

Resolution No. 25-2867 entered the Village of Western Springs into a redevelopment agreement for the redevelopment of the property addressed as 4300 Howard Avenue (“Subject Property”) and for the completion of certain public improvements within the 43rd Street right-of-way bounded between Franklin and Howard Avenues with Molly and Bill Dvorak, 4300 Franklin Western Springs, LLC (“Developer”). The redevelopment agreement included provisions for the removal of on-street head-in parking, abandonment of a catch basin within the head-in parking area, and removal of public sidewalk—partially located on private property—to allow for reconstruction of a traditional residential parkway. This included curb, gutter, public sidewalk fully on public property, and parkway trees. Please note that the redevelopment agreement allows for the parkway trees to be installed at the time the single-family house is constructed. The Developer has submitted permits to construct two single-family houses that are currently in the permit review process. Installation of the trees will be required as part of the single-family house permit prior to issuance of a certificate of occupancy.

The Developer has completed the public improvements, which have been reviewed and inspected by Village staff. The Developer is requesting that the improvements be accepted by the Village. Per Section 9B of the redevelopment agreement, the Developer is required to submit a letter of credit for 10% of the cost of the public improvements for a two-year warranty period. Village staff has reviewed and inspected the public improvements and is recommending acceptance of the improvements. Attachment 1 contains the draft ordinance for the acceptance of the improvements and execution of a bill of sale to transfer ownership to the Village. The Planning and Zoning Committee reviewed this item at their meeting on April 7, 2026, and recommended approval.

Attachment

-
1. Draft Resolution - A Resolution Authorizing And Approving A Bill Of Sale For The Acceptance Of The Completed Public Improvements As Part Of The Redevelopment Agreement By And Between The Village Of Western Springs, Illinois And 4300 Franklin Western Springs LLC For The Demolition Of Church, Abrogation Of Easement And Restoration Of 43rd Street Right-Of-Way.

Financial Impact

None

Recommended Motion

I move to approve and accept the public improvements within the 43rd Street right-of-way between Franklin and Howard Avenues.

Strategic Plan Alignment

Community Planning and Economic Development.

File Attachments

1. Draft Resolution

RESOLUTION NO. 26- _____

VOTE: _____
AYES: _____
NAYS: _____
ABSTAIN: _____
ABSENT: _____
DATE: April 27, 2026.

A RESOLUTION AUTHORIZING AND APPROVING A BILL OF SALE FOR THE ACCEPTANCE OF THE COMPLETED PUBLIC IMPROVEMENTS AS PART OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND 4300 FRANKLIN WESTERN SPRINGS LLC FOR THE DEMOLITION OF CHURCH, ABROGATION OF EASEMENT AND RESTORATION OF 43RD STREET RIGHT-OF-WAY.

WHEREAS, with the passage of Resolution No. 25-2867 (A Resolution Authorizing The Approval And Execution Of An Assignment, Assumption And Consent Agreement For The Removal Of A Public Sidewalk And Certain Public Parking Spaces, Installation Of A New Public Sidewalk And Restoration Of 43rd Street Right-Of-Way At The 4300 Howard Avenue Property In The Village Of Western Springs (Lots 1, 8 And 9 In Field Park Subdivision) And A Related Redevelopment Agreement To Be Entered Into By And Between The Village Of Western Springs, Illinois And 4300 Franklin Western Springs LLC To Allow For The Completion Of Such Work) on February 10, 2025, the President and Board of Trustees of the Village of Western Springs (the “Village Board”) approved a Redevelopment Agreement for the redevelopment of the real property located at 4300 Howard Avenue and completion of certain public improvements within the 43rd Street right-of-way bound between Franklin and Howard Avenues with Molly and Bill Dvorak, 4300 Franklin Western Springs, LLC (collectively, the “Developer”); and

WHEREAS, the public improvements consist of: (a) the removal and disposal of the existing public sidewalk and construction of a new replacement public sidewalk and new curb and gutter improvements and installation of new parkway, parkway trees, and sidewalk parkway trees along and within the Village’s 43rd Street right-of-way by the Developer, at its cost, in a typical parkway placement location, as approved by the Village Engineer (the “Sidewalk Removal and Replacement/Relocation Work”); (b) the removal and disposal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost (the “Parking Space Removal Work”); and (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost (the “Parkway Restoration Work”), which are defined in more detail in the Redevelopment Agreement and Resolution No. 25-2867 (collectively, the “Public Improvements”); and

WHEREAS, the Developer has completed the Public Improvements and the Village has completed the inspections of the Public Improvements and now the Developer has requested that the Village accept title and ownership of the Public Improvements in accordance with the document title “BILL OF SALE FOR THE PUBLIC IMPROVEMENTS In the Redevelopment Agreement by and Between The Village of Western Springs, Illinois and 4300 Franklin Western Springs LLC for the Demolition of Church, Abrogation of Easement and Restoration of 43rd Street Right-of-Way (“43RD STREET RIGHT-OF-WAY RECONFIGURATION”)”, which was attached the Redevelopment Agreement as **Exhibit “F”** and a copy of which is attached to this Resolution as **Exhibit “A”** (“Bill of Sale”); and

WHEREAS, at an open public meeting held on April __, 2026, the Village’s Planning and Zoning Committee (“Committee”) reviewed and discussed the Development and the related Bill of Sale, and

received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its April __, 2026 meeting, the Committee recommended that the Village Board approve the Bill of Sale; and

WHEREAS, at open public meetings held on April 13, 2026 and April 27, 2026, the Village Board reviewed and discussed the Committee’s recommendation regarding the Development and the related Bill of Sale, and received input from the Village staff on the matter and provided an opportunity for public input on the matter. At its April 27, 2026 meeting, the Village Board accepted the Committee’s recommendation regarding approval of the Bill of Sale; and

WHEREAS, in accordance with the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and in accordance with Section 10-10-19 (Land Dedications and Completion, Maintenance and Acceptance of Improvements) and other applicable provisions of the Village’s Development Control Ordinance (“DCO”) of the Western Springs Municipal Code and the statutory and constitutional authority and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, the President and Board of Trustees of the Village of Western Springs find that it is protective of the health, welfare and safety of and in the best interests of the Village of Western Springs (“Village”) and its residents, business owners and property owners to accept the Public Improvements and approve the Bill of Sale.

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

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

SECTION 2. Approval and Execution of Bill of Sale and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Bill of Sale for the Public Improvements (the “Bill of Sale”), substantially in the form attached hereto as **Exhibit “A”** and made a part hereof. In addition, the Village Board authorizes and directs the President and Village Clerk, or their designees, to execute the final version of the Bill of Sale, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 3. Posting of Performance Letter of Credit by Developer. Per Section 9(B) of the Redevelopment Agreement, the Developer is required to submit to the Village a performance letter of credit (the “LOC”) to the Village for a two (2) year warranty period from the approval date of this Resolution. The Developer is responsible for requesting a close out inspection at least thirty (30) calendar days prior to the expiration date of the LOC. The completion of a satisfactory inspection will authorize the Village Manager to release the LOC.

SECTION 4. Pursuant to Subsections 9(E and F) of the Redevelopment Agreement, the Village shall retain ten percent (10%) of the value of the initial Performance Letter of Credit (“LOC”) posted by the Developer for the Development for a two (2) year warranty period after the Village’s issuance of the Certificate of Completion of the Public Improvements (the “Developer Security” or “Site Management Bond”). The Developer Security shall be released by the Village to the Developer after the 2-year warranty expires, provided that the Developer Security is not used to perform any warranty-related repair or

restoration work. The warranty-related repair or restoration work shall include

work necessary to remedy of any defect or damage to the Public Improvements in accordance with the conditions of the Village-issued building permit for either platted lot within the Development having frontage on 43rd Street.

SECTION 5. Repealer; Severability. All resolutions, or parts of resolutions, in conflict with the provisions of this Resolution, to the extent of such conflict, are repealed, and each section, paragraph, clause and provision of this Resolution is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Resolution, nor any part thereof, other than that part affected by such decision.

SECTION 6. Effective Date. This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Meeting thereof, held on the 27th day of April, 2026, and approved by me as Village President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "A"

**BILL OF SALE FOR THE PUBLIC IMPROVEMENTS
In the Redevelopment Agreement by and Between
The Village of Western Springs, Illinois and
4300 Franklin Western Springs LLC for the Demolition of Church,
Abrogation of Easement and Restoration of 43rd Street Right-of-Way
("43RD STREET RIGHT-OF-WAY RECONFIGURATION")**

(attached)

Draft

MANAGEMENT BILL OF SALE

FOR THE PUBLIC IMPROVEMENTS IN

**the Redevelopment Agreement by and Between
The Village of Western Springs, Illinois and
4300 Franklin Western Springs LLC for the Demolition of Church,
Abrogation of Easement
and Restoration of 43rd Street Right-of-Way
("43RD STREET RIGHT-OF-WAY RECONFIGURATION")**

The Developer, 4300 FRANKLIN WESTERN SPRINGS LLC, an Illinois limited liability company (the "Developer"), improved the below-described real property within the Village of Western Springs ("Village") based on a Village-approved amended site plan for the reconfiguration of the right-of-way adjacent to the property known as 4300 Howard Avenue. The Development is located on real property commonly known as the southern portion of the 43rd Street right-of-way between Franklin Avenue and Howard Avenue, and generally described as follows:

43RD STREET RIGHT OF WAY BETWEEN FRANKLIN AVENUE AND HOWARD AVENUE
IN WESTERN SPRINGS, COOK COUNTY, ILLINOIS. (hereinafter referred to as the
"Subject Property").

In 2025, the Village issued a certificate of completion for the Subject Property per the Redevelopment Agreement approved in Western Springs Resolution No. 25-2867.

In accordance with the applicable provisions of Section 10-10-19 (Land Dedications and Completion, Maintenance and Acceptance of Improvements) of the Western Springs Municipal Code and the provisions of Western Springs Resolution No. 25-2867, the Developer has constructed and installed certain infrastructure and other public improvements, consisting of (a) the removal and disposal of the existing public sidewalk and construction of a new replacement public sidewalk and new curb and gutter improvements and installation of new parkway, parkway trees, and sidewalk parkway trees along and within the Village's 43rd Street right-of-way by the Developer, at its cost, in a typical parkway placement location, as approved by the Village Engineer (the "Sidewalk Removal and Replacement/Relocation Work"); (b) the removal and disposal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost (the "Parking Space Removal Work"); and (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost (the "Parkway Restoration Work"), as further described in Western Springs Resolution No. 25-2867 (collectively the "Accepted Public Improvements"), as part of the Development, and now agrees to transfer title, ownership, maintenance and rights use to the Accepted Public Improvements to the Village, subject to: the Village shall retain ten percent (10%) of the value of the initial Performance Letter of Credit ("LOC") posted by the Developer for the Development with the Village for a two (2) year warranty period after the Village's issuance of the Certificate of Completion of the Public Improvements (the "Developer Security" or "Site Management Bond"). The Developer Security shall be released by the Village to the Developer after the 2-year warranty expires, provided that the Developer Security is not used to perform any warranty-related repair or restoration work. The warranty-related repair or restoration work shall include work necessary to remedy of any defect or damage to the Public Improvements in accordance with the conditions of the Village-issued building permit issued for either platted lot within the Development having frontage on 43rd Street.

The Developer, in consideration of Ten and No/100 Dollars (\$10.00), receipt whereof is acknowledged as adequate, good and valuable consideration, does sell, assign, transfer and set over title and ownership, maintenance and rights use to the Village of Western Springs, an Illinois municipal corporation, of the Accepted Public Improvements located within the Development in accordance with the provisions of Western Springs Resolution No. 25-2867. The Accepted Public Improvements shall be owned, used and maintained by the Village as Village-owned public improvements in accordance with the provisions of Western Springs Resolution No. 25-2867.

The Developer covenants to the Village that: (1) the Developer is the lawful owner of the Accepted Public Improvements; (2) the Accepted Public Improvements are free from all liens and encumbrances; (3) the Developer has the right to convey title to the Accepted Public Improvements; (4) the Developer will defend and hold the Village and its appointed and elected officials, president and trustees, employees, engineers, attorneys, volunteers and representatives harmless against the claims and demands of all persons with regard to ownership of and payment for construction of the Accepted Public Improvements; and (5) the execution of this Bill of Sale by the Developer has been properly authorized by the required corporate actions.

IN WITNESS WHEREOF, the Developer, pursuant to its corporate authority and direction given to it, has signed and sealed this Bill of Sale this ____ day of _____, 20_____.

DEVELOPER:

By: _____ Date: ____ day of _____, 20__.
Melinda Dvorak, Manager
authorized representatives of 4300 Franklin Western Springs, LLC

Signed and Sworn to Before Me this _____ day of _____, 20_____.

By: _____
Notary Public

Village of Western Springs Acceptance

The Village of Western Springs, by action of its Corporate Authorities, accepts the conveyance of title to and ownership of and maintenance responsibility for the Accepted Public Improvements identified above, and consents to the terms, provisions and obligations set forth in this Bill of Sale.

ATTEST:

By: _____
Heidi Rudolph, Village President
Village of Western Springs

By: _____
Edward Tymick, Village Clerk
Village of Western Springs

Dated this ___ day of _____, 20__.

Dated this ___ day of _____, 20__.

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 26-_____

A RESOLUTION AUTHORIZING AND APPROVING A BILL OF SALE FOR THE ACCEPTANCE OF THE COMPLETED PUBLIC IMPROVEMENTS AS PART OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND 4300 FRANKLIN WESTERN SPRINGS LLC FOR THE DEMOLITION OF CHURCH, ABROGATION OF EASEMENT AND RESTORATION OF 43RD STREET RIGHT-OF-WAYGENERAL

which was passed by a roll call vote of the Village President and Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 27th day of April, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 27th day of April, 2026.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Western Springs was taken by 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: _____

ABSTAIN: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 27th day of April, 2026.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 8.A.

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 Bidding Process and 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 April 7, 2026 and recommended the approval of a waiver of the bidding process and contract with Ferguson Waterworks for the purchase of water meters and accessories for the 2026 Water Meter Replacement Project.

Summary

On March 23, 2026, the Village authorized and approved a contract with Water Services Company for the replacement of 110 water meters Village-wide that have reached or are nearing their useful service life. In order to complete the 110-meter replacements, the Village will need to purchase, add, and restock the existing water meters and accessories in our current inventory.

Attached is the quote for the quantity of water meters and accessories that are needed. The budgeted amount for water meters, accessories, and service for 2026 is \$87,700.00. The Village board previously approved an amount not to exceed \$37,700 for the purchase of meters and related equipment tied to the development of 5600 Wolf Road. Municipal Services is asking the Committee to approve a contract with Ferguson Waterworks for a not to exceed amount of \$50,000 for routine maintenance and meter replacement. Ferguson Waterworks is the authorized sole source provider of Neptune products to the Village of Western Springs.

Financial Impact

Account 4303510 62031

Fund Water Fund

2026 Budget \$87,700.00

Project Cost \$50,000

Recommended Motion

I move to approve waiving the bidding process and a contract with Ferguson Waterworks for the purchase of water meters and accessories for the 2026 Water Meter Replacement Project

for an amount not to exceed \$50,000.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Ferguson Meter Quote 2026 Water Meter Replacement

Deliver To:	
From:	Antonio Gattuso anthony.gattuso@ferguson.com
Comments:	

FERGUSON WATERWORKS #2516

Price Quotation

Phone: 847-742-3400

Bid No: B215954
Bid Date: 02/12/26
Quoted By: AGA

Cust Phone: 708-246-1800
Terms: NET 30 DAYS

Customer: VILLAGE OF WESTERN SPRINGS
METER ACCOUNT
740 HILLGROVE AVENUE
WESTERN SPRINGS, IL 60558

Ship To: VILLAGE OF WESTERN SPRINGS
METER ACCOUNT
740 HILLGROVE AVENUE
WESTERN SPRINGS, IL 60558

Cust PO#: RFP METERS

Job Name: VERBAL RON

Item	Description	Quantity	Net Price	UM	Total
NEU1D1G1B1A	3/4 SL MACH10 USG 2.0	54	245.630	EA	13264.02
NEU1F1G1B1A	1 MACH10 USG 2.0	10	315.500	EA	3155.00
NEU2A1G1	1-1/2 MACH10 USG 13 LL	12	840.500	EA	10086.00
NEU3B1G1	3" MACH 10, 17" LENGTH USG	1	3177.350	EA	3177.35
N13341220	R900 V4 WALL MIU ASSY W/ 25 WIRE	78	108.500	EA	8463.00
PSXMCGH	LF BRZ 1 STRT MTR COUP	20	24.700	EA	494.00
PSXMFJ	LF BRZ 1-1/2 MTR FLG KIT PR	12	223.600	EA	2683.20
M7610RKM	3 MTR FLG KIT RND	1	473.200	EA	473.20
AMTRWIRE	1000FT MTR WIRE PULLBOX	1	223.600	EA	223.60
Net Total:					\$42019.37
Tax:					\$0.00
Freight:					\$0.00
Total:					\$42019.37

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2791&on=29528>

08:42:32 FEB 12 2026

Reference No: B215954



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2791&on=29528>



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 8.B.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager, Ronald Derengowski, Water Plant Superintendent

RE: (Discussion only) Professional Services Agreement with HRGreen, Inc. for Phase II Design Engineering Services for the Phase 3 CY26-27 Lead Service Line Replacement Program

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on April 7, 2026 and recommended the approval of a Professional Services Agreement with HRGreen, Inc. for Phase II Design Engineering Services for the Phase 3 CY26-27 Lead Service Line Replacement Program for an amount not to exceed \$75,877.

Summary

Attached for review is a Professional Services Agreement (PSA) from HR Green, Inc. for Phase II Design Engineering Services for the Phase 3 CY26-27 replacement of 50 lead service lines, 5 of which would serve as alternates. The scope of the design services includes:

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

Financial Impact

Account 4303510 50331
Fund Water
2026 Budget \$110,000
Project Cost As required

Recommended Motion

I move to approve a Professional Services Agreement with HR Green, Inc. for Phase II Design Engineering Services for the Phase 3 CY26-27 Lead Service Line Replacement Program for an amount not to exceed \$75,877.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. PSA_HRG_LSLR_Phase_3_Design_Bidding_Services_031826



PROFESSIONAL SERVICES AGREEMENT

For

**Lead Services Line Replacement
Phase 3: Design Services for Lead Service Line Replacement**

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

Sylwia Kokoszka, Lead Engineer
HR Green, Inc.
1391 Corporation Drive, Suite 203
McHenry, Illinois, 60050
HR Green Project Number: 2202505.04

March 18, 2026

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- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS



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

1.0 Project Understanding

1.1 General Understanding

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

For this AGREEMENT, the CLIENT is requesting for COMPANY to provide Phase 3 design engineering services for 45 lead service lines. An additional 5 lead service lines are included as alternates, for a total of 50 lead service lines.

1.2 Design Criteria/Assumptions

- The lead service line replacement shall be designed to follow the most current version of AWWA C810-17: Replacement and Flushing of Lead Service Lines.
- Service line replacement shall conform to the requirements of the CLIENT'S Municipal Code, including but not limited to the following:
 - All new lines serving a building within the Village shall use type "K" pipe (copper pipe) and be one inch (1") or greater.
 - Service lines shall conform to the specifications of the CLIENT's plumbing code (Title 9, Chapter 4).
 - The methodology established in Phase 2 design services will be replicated for Phase 3.

2.0 Scope of Services

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

Meetings, QA/AC, Project Management and Coordination

1. Conduct a virtual kick-off meeting with CLIENT, using Teams, to review the project scope, schedule, and to discuss key elements. CLIENT will provide COMPANY with a list of addresses for Phase 3 design services.
2. Collect maps, shapefiles, drawings, specifications, reports, and other pertinent information from CLIENT.
3. Provide project management throughout the project duration; project duration is estimated to be approximately 8 months.

4. Quality Control and Quality Assurance services will be provided by a senior engineer at the 60% and 100% contract plan and specification milestones.
5. Review and progress meetings with CLIENT. It is assumed that these meetings will be limited to one (1) review meeting for 60% documents and one (1) additional design progress/review meeting at the CLIENT's discretion. A total of two 1-hour Teams design review meetings are included in the proposal.

Design Services

1. Prior to COMPANY initiating field investigation services, CLIENT will obtain written confirmation from each property owner that they agree for CLIENT to replace the entire service line.
2. Parcel Survey
 - a. Resident Coordination: CLIENT to contact each individual property owner to schedule a time for the inspection. CLIENT to schedule multiple inspections within the same block to minimize the number of trips required.
 - b. Planimetric Survey: COMPANY will collect the following:
 - i. Tree sizes and tree locations within the parkway/ROW in front of the parcels requiring water service replacement. Species and condition will not be collected.
 - ii. Locate visible water valve vaults to verify which side of the street the watermain is located on.
 - iii. Locate visible curb boxes, sanitary cleanouts, edge of driveways, and identify street material
 - iv. Locate corners of the houses.
 - v. Photographs of curb boxes, the house, extensive landscaping, etc.
 - c. In-Home Inspection: CLIENT representative will accompany COMPANY representative for in-home inspections. COMPANY will collect the following:
 - i. Photographs of water meter location.
 - ii. Photographs of service penetration inside the house.
 - iii. Photographs of sanitary service location.
 - iv. Field measurements to identify the approximate location of water meter/service penetration and sanitary service line.
3. Prepare Summary Plan Sheet for Each Property which includes the following:
 - a. Property address.
 - b. Approximate location and size of existing water service line.
 - c. Approximate location of existing sanitary service line (if found).
 - d. Existing trees and tree protection zones recommended by Village Forester.
 - e. Proposed location for the public water service line and curb box. Note: Contractor will be required to identify the best route for the private water service line.
 - f. Photograph of curb box location.
 - g. Photograph of water meter/service penetration inside the house.
4. Prepare bid specifications per Illinois Environmental Protection Agency (IEPA) Standards. Create a summary of quantities sheet. Create plan set with cover sheet, legends and abbreviations sheet, general notes sheet, overall site plan (2 sheets), summary plan sheets for each property (50 plan sheets), and proposed details for bidding (8 sheets). The plan set will have a total of 63 sheets. Prepare project specific special provisions per IEPA requirements. The plan set and specifications

will follow the format established for the Phase 1 and Phase 2 design engineering projects for Lead Service Line Replacement. COMPANY will prepare a 60% submittal and 100% submittal. COMPANY will provide the 60% plans and specifications to CLIENT for review.

5. Approximately one week after providing the 60% submittal, COMPANY will meet with CLIENT to review comments on 60% submittal. CLIENT comments will be addressed and final details added into a final 100% submittal consisting of “For Bidding” plans, specifications and an Engineers Opinion of Probable Construction Costs (EOPCC).
6. Develop a project schedule for advertisement, bidding and construction completion.
7. Submit an electronic file with the “For Bidding” contract documents.
8. Assist CLIENT with IEPA SRF loan application, documentation, and correspondence necessary for CLIENT to obtain the SRF loan.

Bid Phase Services

1. COMPANY will provide CLIENT with “Advertisement for Bids” template for CLIENT to publish in the local newspaper.
2. COMPANY will provide construction documents to prospective bidders upon request.
3. COMPANY will maintain a record of parties to whom bidding documents have been issued.
4. Correspond with prospective bidders, suppliers, and other interested parties with questions and comments during the bid period. Issue addenda as appropriate to interpret, clarify, or expand bidding documents.
5. Attend bid opening and assist CLIENT with opening of bids.
6. Prepare bid tabulation sheets and distribute to CLIENT and plan holders.
7. Assist CLIENT with evaluation of bids. Prepare a recommendation for award of contract.
8. Prepare construction contract documents and submit to contractor for completion.

Illinois EPA Public Water Supply Loan Program

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

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

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

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

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

Records under this section shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that related to any dispute pursuant to Section 664.650 of the procedures for issuing loans from the PWSLP, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception. Participation in IEPA audit processes shall be billed to CLIENT at a Time and Material rate based on requests received for audit support.

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

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



3.0 Deliverables and Schedules Included in this Agreement

COMPANY will provide CLIENT with electronic copies of the 60% and 100% plans and specifications. An EOPCC will be provided with the 100% submittal. Photos, surveys and CAD files may be provided upon request from CLIENT. COMPANY will provide support to CLIENT related to the management of CLIENT’s PWSLP funding source upon request.

1. Notice to Proceed – NTP.....	May 2026
2. Kick-off meeting with CLIENT.....	May 2026
3. External Spot Survey.....	May-July 2026
4. In-House Inspections.....	May-July 2026
5. Submit 60% design documents to CLIENT.....	November 2026
6. Review meeting for 60% design.....	November 2026
7. Submit 100% final documents to CLIENT.....	December 2026
8. Submit to IEPA for Loan Approval.....	December 2026
9. Obtain Loan Commitment.....	January 2027
10. Advertise for Bids.....	January 2027
11. Bid Opening.....	March 2027
12. Submit Bids Received Information to IEPA for Approval.....	March 2027
13. NTP to Contractor after IEPA Approval.....	July 2027

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

4.0 Items not included in Agreement/Supplemental Services

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

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

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

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

5.0 Services by Others

None

6.0 Client Responsibilities

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



7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$75,877.00.

Task	Fee (T&M basis)
Project Management, Meetings, Data Collection from CLIENT	\$3,332.00
Field Investigation / Planimetric Survey	\$31,656.00
Design Phase Services	\$34,850.00
Bid Phase Services	\$6,039.00
Total	\$75,877.00

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

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



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.



8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

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

8.26 Design Without Construction Observation

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

8.27 Municipal Advisor

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




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

Sincerely,

HR GREEN, INC.

Sylwia Kokoszka, PE

Approved by: 
Printed/Typed Name: Logan Gilbertsen, P.E., CFM
Title: Regional Manager - Associate Date: March 18, 2026

VILLAGE OF WESTERN SPRINGS

Accepted by: _____
Printed/Typed Name: _____
Title: _____ Date: _____



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 8.C.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: Professional Services Agreement with HRGreen, Inc. for Phase III Construction Observation Services for the Phase 2 CY25-26 Lead Service Line Replacement Project (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on April 7, 2026 and recommended the approval of a Professional Services Agreement with HR Green for Phase III Construction Observation Services for the Phase 2 CY25-26 Lead Service Line Replacement Project

Summary

Attached for review is a Professional Services Agreement (PSA) from HRGreen, Inc. for Phase III Construction Observation Services for the Phase 3 CY25-26 replacement of 47 lead service lines, 5 of which would serve as alternates, for an amount not to exceed \$85,710.00. The scope of the construction observation services includes:

- Project startup including video of proposed construction locations and documentation of all pre-construction conditions.
- Full-Time construction observation services.
- Administration and coordination of all project activities, including documentation, scheduling, contract file management and general correspondence between the contractor and the Village.

Financial Impact

Account 4303510 50332

Fund

2026 Budget \$132,000

Project Cost 85,710.00

Recommended Motion

I move to approve a Professional Services Agreement with HR Green for Phase III Construction Observation Services for the Phase 2 CY25-26 Lead Service Line Replacement Project.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. PSA-Western_Springs_Phase2_LSL Replacement_Inspection_03242026
2. Resolution No. 26-XXXX re PSA with HR Green for Phase III Construction Service(2107447.1)
3. Exhibit 1 - Rider to PSA for Phase II Construction Observation Services with HRGreen for the LSLR Project



PROFESSIONAL SERVICES AGREEMENT

For

**Western Springs – Lead Service Line Replacement – Phase 2
Construction Observation (Full-Time)**

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

Prepared By:

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

HR Green Project Number: 2202505.03

March 24, 2026

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- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS



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

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the request from Mr. Matthew Supert, Director of Municipal Services to perform construction engineering services for the Phase 2 Lead Service Line Replacement Project located in the Village of Western Springs, IL.

The services required for this project are to include construction observation services (full-time) for replacement of lead service lines for 47 properties in the Village of Western Springs from the watermain to the curb box (public side) and from the curb box to the water meter inside the building (private side), including but not limited to curb box removal or abandonment, curb box installation, lead service line disconnection and abandonment, installation and connection of new water service line, pavement and driveway restoration, sodding, tree protection, tree root pruning, and other work in accordance with the plans and specifications.

As requested by the CLIENT, **Full-Time** Construction Observation services associated with the Village of Western Springs – Lead Service Line Replacement – Phase 2 Project, located in the Village are detailed within this contract/proposal.

Further detail of the COMPANY’s services is provided in the Scope of Services section located herein.

1.2 Design Criteria/Assumptions

The project is anticipated to be advertised for construction bids in Spring 2026 with a start date in the Summer of 2026. The project includes 47 lead service replacement locations throughout the village limits. The designer anticipates that the project will take 50 days to complete, unless extenuating circumstances require variation to this proposed schedule, subject to CLIENT approval. The man-hours required for construction observation are included as **Full-Time** observation of the project and it is anticipated that the contractor will complete the project within the 50 Working Days allotted for in the contract. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

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



2.1 Construction Observation

A. Project Startup

COMPANY will complete a preconstruction video of the proposed construction locations to document the existing conditions prior to the start of construction. COMPANY will also utilize this time to prepare its filing system to contract documentation standards and incorporate project specific information into construction management software for project tracking and management.

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

B. Construction Observation

COMPANY will provide ***Full-time*** Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. ***Note that the Full-time Construction Observation Services are based on 50 Working Days for the Lead Service Line Replacement – Phase 2 Project.*** COMPANY will observe and verify that items being constructed, and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction as applicable.

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

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

C. Meetings

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

COMPANY anticipates that there will be construction meetings with the CLIENT, the contractor, subcontractors, and residents during the standard work week. Attendance at these various coordination meetings is included within the allocated 8 hours/day for Full-Time Construction Engineer in staffing of the project for the length of the Construction Schedule as estimated above in Section 2.0B. These coordination



meetings are anticipated to begin after the start of construction. COMPANY will complete an agenda and meeting notes for the construction meeting. Upon completion of the meeting notes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

This task will involve administrative functions which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors. This task will also include design project management involvement for reviewing RFI's and processing the IEPA paperwork.

E. Illinois EPA Public Water Supply Loan Program

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

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

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

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



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

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

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

F. Project Close Out

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

3.0 Deliverables and Schedules Included in this Agreement

Anticipated Project Schedule:

- *Local Bid Opening – April 10, 2026*
- *Construction Start – August 17, 2026*
- *Construction Completion – (50 Working Days) or by November 20, 2026*
- *Project Closeout – May 31, 2027*

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes



in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

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

- A. Permit fees as applicable;
- B. Regulated Substances Monitoring & Reporting*;
- C. Right of way and easement plat preparation*;
- D. Construction staking and layout*;
- E. Record Drawings*, and
- F. GIS Drawings and Files*

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

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

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

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

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

5.0 Services by Others

N/A.

6.0 Client Responsibilities

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

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



7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$85,710.00**

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Construction Observation				
Construction Observation & Admin, Pre-Con. Mtg.	495	\$ 80,210.00	\$ 5,500.00	
Subtotals:	491	\$ 80,210.00	\$ 5,500.00	
Contract Total:			\$ 85,710.00	

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

Details are available upon request.



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



8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

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



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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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



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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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



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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

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



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

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

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

8.26 Drywells, Underdrains and Other Infiltration Devices

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

- Failure to obtain the required release rate;

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

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

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

8.27 Environmental Audits/Site Assessments

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

8.28 Construction Observation

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

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

8.29 Soliciting Employment

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



8.30 Municipal Advisor

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

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

Sincerely,

HR GREEN, INC.

Kevin J. Berry, P.E. Area Manager

Approved by:

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

Title: Area Manager

Date:

03/24/2026

VILLAGE OF WESTERN SPRINGS

Accepted by:

Printed/Typed Name:

Title:

Date:

Manhour and Fee Estimate

LEAD SERVICE LINE REPLACEMENT - PHASE 2 PROJECT, WESTERN SPRINGS, IL

VILLAGE OF WESTERN SPRINGS

Phase III Engineering Services

HR Green Job No.: 2202505.03

DATE: 03/24/26

Task	SHEETS	Assoc./Dir.	PM	Eng. Tech.	Resident Engineer	Sr. Field Personnel	Surv. Prof.	Admin.	Total	Direct Costs	Total Fee
CONSTRUCTION ENGINEERING SERVICES											
Construction Start-up and Review					8				8	\$ 4,500.00	\$ 1,200.00
Construction Layout and Verification					8				8		\$ 1,200.00
Construction Observation- Roadway (8 hrs./day)									0		\$ -
Construction Observation - Utilities (8 hrs./day)					400				400		\$ 60,000.00
Resident Engineering Administration									0		\$ -
Meetings (Pre-Construction Mtg)			4						4		\$ 1,040.00
Final Quantities Determination					8				8		\$ 1,200.00
Final Inspector									0		\$ -
Project Close-out					8				8		\$ 1,200.00
									0		\$ -
Administration											
QA/QC		2							2	\$ 100.00	\$ 560.00
Prepare and Update Project Work Plan									0		\$ -
Document Management									0		\$ -
Invoicing and Billing			4					5	9		\$ 1,590.00
Budget, Cost Control, and Tracking									0		\$ -
Internal Project Meetings with Staff									0		\$ -
Project Management - Including Coordination with staff, agencies, Village									0		\$ -
									0		\$ -
									0		\$ -
Meetings											
Progress Meetings at Village of Western Springs		2	16					2	20		\$ 4,940.00
RFI's & IEPA Coordination and paperwork coordination			28						28		\$ 7,280.00
									0		\$ -
Sub-Consultants											
N/A											\$ 0.00
Total	0	4	52	0	432	0	0	7	495		
Rates		\$ 280.00	\$ 260.00	\$ 135.00	\$ 150.00	\$ 165.00	\$ 165.00	\$ 110.00			
Fee		\$ 1,120.00	\$ 13,520.00	\$ -	\$ 64,800.00	\$ -	\$ -	\$ 770.00		\$ 5,500.00	\$ 80,210.00
										Grand Total	\$ 85,710.00

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

Construction Engineering Assumptions

1. Contract Letting = April 10, 2026
2. Construction Lead Service Line Replacement anticipated 50 W.D. (+/- August 17, 2026 to November 20, 2026)
3. Project Start Up (2 days) Punchlist and project close out (2 days)
4. RFI's & IEPA Paperwork processing (PM @ 24 hours)
5. Construction Bi-Weekly Mtgs are included within the full day for RE
6. Construction Project Manager estimated at 2 hrs. per meeting (8 meetings = 16 hrs.)

RESOLUTION NO. 26-2993

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: April 13, 2026

OTHER: None.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND HR GREEN, INC. FOR CONSTRUCTION OBSERVATION SERVICES RELATED TO THE PHASE II LEAD SERVICE LINE REPLACEMENT PROGRAM.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (“Village Board”) and HR Green, Inc. (“Engineer”) desire to enter into a Professional Services Agreement for Construction Observation Services (the “Services”) for the Phase 2 Lead Service Line Replacement Program and its Exhibit “1” entitled “Rider to Professional Services Agreement Between The Village Of Western Springs and HR Green, Inc. in Regard to Construction Observation for the Phase 2 Lead Service Line Replacement Program”, copies of which are attached hereto as Group Exhibit “A” and made a part hereof (collectively the “PSA”); and

WHEREAS, the Services will be performed relative to the fulltime Construction Management and Observation for the replacement of lead service lines at 47 properties, referred to as the “Project”. The Village is working towards compliance with the Lead Service Line Replacement (“LSLR”) and Notification Act. The LSLR Project Plan is the second milestone identified in the Act, as well as a requirement of the State Revolving Fund (“SRF”) Loan that the Village applied for in March 2025. The Services are set forth in more detail in the attached PSA; and

WHEREAS, the Engineer’s fee to perform the Services is a “not-to-exceed” fee of \$85,710.00. The Engineer’s fee will be paid from the Village’s potential SRF Loan, Water Fund and/or monies from other lawful sources; and

WHEREAS, at an open public meeting held on April 7, 2026, the Public Works and Water Committee (the “Committee”) reviewed the terms of the attached PSA, received input from Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; and

WHEREAS, at an open public meeting held on April 13, 2026, the Village Board reviewed and discussed the Project, and the PSA, and the Committee’s recommendation, and received input from the Village staff and provided an opportunity for input from the public. At its April 13, 2026 meeting, the Village Board accepted the Committee’s recommendation to approve and enter into the PSA; and

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

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

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

SECTION 2: Approval of Agreement and Other Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Construction Observation Services (“Services”) for the Phase II Lead Service Line Replacement Program and its Exhibit “1” entitled “Rider to Professional Services Agreement Between The Village Of Western Springs and HR Green, Inc. in Regard to Construction Management Services for the Phase II Lead Service Line Replacement Program” (collectively the “PSA”), copies of which are attached hereto as **Group Exhibit “A”** substantially in the form attached hereto and made a part hereof, which may contain certain non-substantive and non-financial modifications approved by the Village Attorney.

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

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

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

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 13th day of April, 2026, and approved by me as Village President on the same day, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**Professional Services Agreement
Between The Village Of Western Springs And HR Green, Inc.
In Regard To Construction Observation Services For The Phase II
Lead Service Line Replacement Program**

and

Exhibit "1"

**Rider to Professional Services Agreement
Between The Village of Western Springs and
HR Green, Inc. In Regard To
Construction Observation Services For The Phase II
Lead Service Line Replacement Program**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 26-XXXX

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND HR GREEN, INC. FOR CONSTRUCTION OBSERVATION SERVICES RELATED TO THE PHASE II LEAD SERVICE LINE REPLACEMENT PROGRAM.

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 13th day of April, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 13th day of April, 2026.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ____ day of April, 2026.

Edward Tymick, Village Clerk

SEAL

Exhibit "1"

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

(attached)

**Rider to
Professional Services Agreement
Between The Village Of Western Springs And HR Green, Inc.
In Regard To Construction Observation Services for the Phase II
Lead Service Line Replacement Project**

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

A. THE ENGINEER AGREES:

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

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

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

c. Deductibles and Self-Insured Retentions

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

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

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

(2) All Coverages

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

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

e. Acceptability of Insurers

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

f. Verification of Coverage

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

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

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

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

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

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

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

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

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

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

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

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

B. CERTIFICATION OF ENGINEER

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

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

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

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

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

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

Dated: April , 2026



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 8.D.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, Heather Valone, AICP, Director of Community Development

RE: (Discussion only) Hillgrove Avenue Improvements, Hampton Avenue to Wolf Road, Preliminary Engineering Phase 1 proposal from V3 Companies

Recommendation

An agreement with V3 Companies for the Hillgrove Avenue Improvements - Phase 1 Engineering Services was reviewed at the joint Infrastructure Commission and Public Works and Water Committee meeting held on April 7, 2026, with recommendations from both to bring to the Village Board for approval.

Summary

As discussed during the Board Strategic Plan Session, Hillgrove Avenue is in need of both infrastructure and aesthetic enhancements. The Board specifically prioritized this area at that time. The first step is to begin Phase 1 engineering services for this Hillgrove Avenue Improvements project and a proposal will be presented to the Village Board later this month for consideration and approval.

The project encompasses a comprehensive transformation of the Hillgrove Avenue corridor between Hampton Avenue and Wolf Road, with a significant focus on the area surrounding the Tower Green. This effort will evaluate opportunities to enhance the pedestrian environment, improve safety and circulation, create new public space and streetscape features, and reinforce the sense of place in this central civic area. The project will also address all infrastructure within the reconstruction limits, including sanitary sewers, water main and water services, electrical systems, and storm sewers. This full corridor, multidisciplinary approach aligns directly with the recently completed Village of Western Springs Capital Improvement Plan and is consistent with the goals set by the Village Board in the Strategic Plan, which emphasizes reinvestment in public infrastructure, enhancement of the downtown district, and long-term community vitality. The preliminary project cost estimate is approximately \$11,678,000.

As part of the Phase 1 process, Village staff and the consultant team will also review and refine the concepts established in the Village's 2016 Downtown Revitalization study. Those concepts envisioned improving connectivity and circulation through the downtown, strengthening the relationship between Hillgrove Avenue, Burlington Avenue, and the Tower Green, and

enhancing the pedestrian experience with upgraded materials, lighting, streetscape furnishings, landscaping, and way-finding elements. These ideas will serve as a foundation during Phase 1 as the project team evaluates urban design options, considers traffic and circulation adjustments, and updates the aesthetic and functional vision for the corridor.

Phase 1 engineering will follow the Illinois Department of Transportation's Bureau of Local Roads procedures and will include surveys, environmental documentation, traffic and safety evaluations, drainage analysis, community engagement, and development of the Project Development Report. The cost of the Phase 1 engineering proposal submitted by V3 is \$752,224.

The Village requested federal Surface Transportation Program funding through the West Central Municipal Conference during the 2025 call for projects. Western Springs was selected for funding and is included in the draft program to receive \$3,000,000 for construction in Fiscal Year 2029. The program is expected to be finalized at the end of April. Phase 1 engineering will be funded through the Village's Tax Increment Financing district. Village staff will continue to actively pursue additional funding opportunities with IDOT and other state and regional agencies to support future phases of the project and to maximize outside grant participation.

If approved by the Village Board, Phase 1 engineering will begin this Spring, positioning the Village to advance the long-term vision for Hillgrove Avenue and the Tower Green area and to meet upcoming federal funding schedules.

Financial Impact

The total cost of the Phase 1 engineering proposal submitted by V3 Companies is \$752,224. The Village budgeted \$150,000 in Tax Increment Financing funds in the current fiscal year within account 5201395-50100 (Professional Services) to begin this work. Based on the planned schedule and the scope of early Phase 1 tasks, both Village staff and V3 expect to remain within this fiscal year budget allocation. Remaining Phase 1 engineering costs will be programmed in future fiscal year budgets as the work progresses.

Recommended Motion

I move to approve an agreement with V3 Companies for the Hillgrove Avenue Improvements - Phase 1 Engineering Services in an amount not to exceed \$752,224.00.

Strategic Plan Alignment

Community Planning and Economic Development and Infrastructure Improvements

File Attachments

1. Hillgrove Phase_I Complete Package 03092026



March 9, 2026

Jeff Koza, PE, CFM
Director of Engineering Services/Village Engineer
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: Hillgrove Avenue Improvements – Phase I Engineering Scope of Work – Section No. 26-00107-00-PV

Dear Mr. Koza,

Thank you and the Village for continuing to push forward with the Hillgrove Avenue improvement project. We are excited to team with the Village on this community enhancement. As requested, we have provided scope and fee for Phase I Engineering services, which will provide design approval through IDOT Local Roads.

It is our understanding the project received \$3M in STP_L funds through the Central Council of Mayors. These funds are allocated for construction and construction engineering and will be available in the Federal FY 30-31.

During the Phase I services the Village received \$3M in ITEP funds through IDOT, which need to be obligated in 2028. To meet this funding timeline, it is imperative that Phase I engineering begin soon. Projects of this nature typically take 18 months to be processed through IDOT. We will provide a Phase II scope and fee near the end of Phase I in order to begin Phase II, detailed design and construction documents at the time of Phase I approval.

Our proposal includes the necessary scope and fee to complete the Phase I engineering. It also includes what the team feels is needed for public engagement, as it pertains to the streetscape and hardscape elements proposed along the Hillgrove Avenue corridor (Hampton Avenue to Wolf Road). In addition to the full Phase I scope and fee, we have provided an alternate fee for to begin the Phase I engineering, with the intent to have the Village award the remaining scope and fee in 2027.

We look forward to delivering the Hillgrove Avenue improvements and continuing our working relationship with the Village. If you have any questions or require additional information, please contact me at 847-417-0072 or via email at kcorrigan@v3co.com.

Sincerely,

V3 Companies, Ltd.

A handwritten signature in blue ink, appearing to read 'Kurt Corrigan', with a long horizontal line extending to the right.

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

3 EXHIBIT A: SCOPE OF SERVICES

PROJECT DESCRIPTION

The Hillgrove Avenue Phase I engineering project includes approximately 2,720' of roadway, infrastructure, pedestrian, streetscape, traffic and parking improvements along Hillgrove Avenue from Hampton Avenue to Wolf Road. The Phase I study will include the METRA platform areas, parking and the intersection of Wolf Road. The Village recently applied for \$3.0M dollars of STP_L funds through the Central Council of Mayors for the Fiscal Year of 2030-2031. The program is currently being reviewed and is expected to be adopted mid-2026.

The proposed improvements will improve the safety, operations, and access throughout the corridor. Improvements are anticipated to generally include pavement resurfacing from Hampton Avenue to Central Avenue, reconstruction of Hillgrove Avenue from Central Avenue to Wolf Road. Within this section improvements include evaluating the existing infrastructure, pedestrian access, crossings and overall experience, developing a pedestrian space from Grand Avenue to Walnut Street. In addition, the team will evaluate traffic calming throughout the corridor as well as analyzing potential improvements at the intersection of Hillgrove Avenue and Wolf Road.

We will build upon a variety of previously completed complete streets and streetscape studies and concepts. The project will include a comprehensive community engagement and consensus plan. We understand that Hillgrove Avenue is utilized by a variety of motorized and non-motorized users; public works equipment, commuters, businesses, community events, to name a few. This variety provides a unique opportunity to provide a corridor that meets the various needs but also focuses on a sense of place. A place the community can gather and be proud.

Phase I elements will be per the Illinois Department of Transportation's (IDOT) Bureau of Local Roads & Streets Policies & Procedures. Designs and studies will be prepared per Village of Western Springs and IDOT standards.

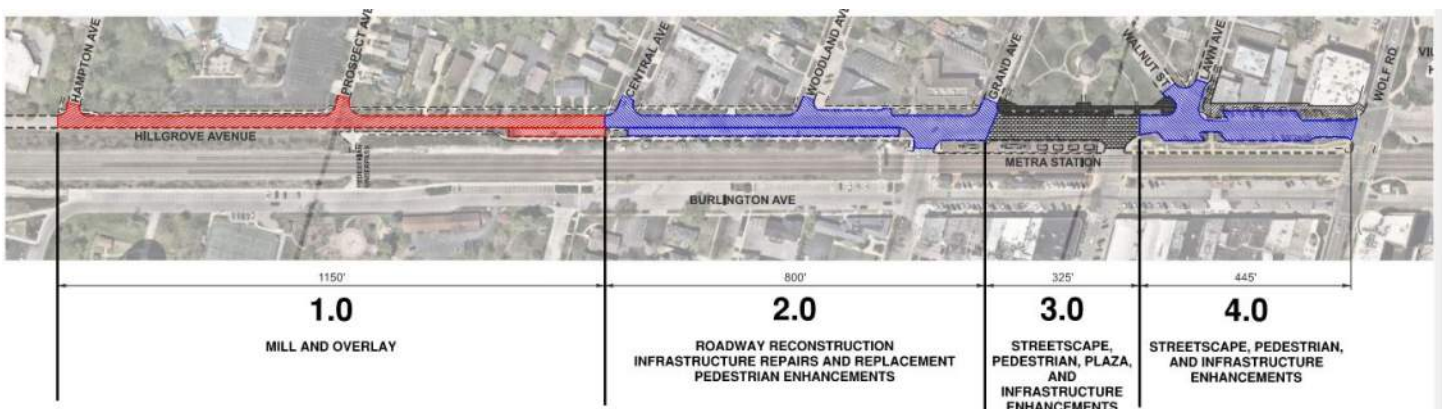




EXHIBIT A: SCOPE OF SERVICES

1 TOPOGRAPHIC SURVEY

Perform a full topographic survey of the project area including a detailed right-of-way survey. The survey limits along Hillgrove Avenue shall extend from 300 feet west of Hampton Avenue to 300 feet east of Wolf Road. The survey will include the METRA platform(s) and parking along the southside of Hillgrove Ave. Sideroads will be surveyed 300 feet north and south of Hillgrove Avenue including Wolf Road. The total linear feet of roadway to be surveyed is approximately 6,620'. The existing park and park feature between Grand Avenue and Walnut Street will be included in the survey as well.

The topographic survey data will be collected using a combination of conventional methods and aerial data collection with the use of a drone. The Topographic Survey services will include the following as outlined in IDOT's survey manual.

- Record a minimum of two (2) permanent benchmarks over the project site. Elevations shall be referenced to the North American Datum of 1988 (NAVD 88). Site benchmarks shall be established at less than 1000-foot intervals. A description of the source benchmark to which the new benchmarks are tied shall be indicated in the survey.
- A contour survey with 1'-0" contour intervals shall be prepared from field spot elevations. Spot elevations obtained in the field shall be of sufficient quantity to generate a contour survey that properly represents the ground surface. Additional elevations shall be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutters, pavement edges, and centerlines.
- Finished floor or top of foundation elevation(s) of existing buildings and doorways within the Survey Area.
- Spot elevations shall be shown to the nearest 0.01 foot on all "hard surfaces" and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot.
- Cross-sections along all roadways shall be taken at 50-foot intervals. Full cross-sections shall be taken at all cross streets, alleys, culverts, and entrances. Grid intervals/profiles of 50 feet shall be taken in all fields for offsite hydraulic work (drainage ditches, streams, etc.). Additional shots shall be taken at all sudden grade break lines.
- Pavement types such as concrete, asphaltic concrete, gravel, etc. shall be indicated.
- Existing improvements, buildings, and surface features shall be located.
- General outlines of landscaping shrubs and bushes shall be shown.
- Top of curb, flow line, and edge of the pavement, ADA, sidewalk, bike path, etc. elevations of all roadways and streets within the survey area obtained by non-GPS methods.
- Roadway striping of all roadways and streets within the survey area.
- Right-of-way and property lines shall be calculated from existing monumentation in coordination with record maps, plats, and deeds. In addition to the topographic survey, V3 will build right-of-way limits based on the survey documents provided by the Village. We have included 40 title commitments as part of establishing the existing ROW.

The topographic survey shall incorporate information on existing utility systems adjoining or contained within the survey area which is obtained from city departments or utility companies responding to written or verbal requests



EXHIBIT A: SCOPE OF SERVICES

for utility records through the Joint Utility Locating Information for Excavators (J.U.L.I.E.) Design Stage/Planning Information process and available for the surveyor's use at the time of the survey. The Village of Western Springs will assist V3 with calling a field locate of utility information for our survey team to pick up visible utilities within the limits and verify to utility atlases.

Utilities and improvements shall be shown based on visible field verified structures, in coordination with atlas information provided by utility companies through J.U.L.I.E.'s design stage process, if available. Additionally, V3 will send each utility owner a set of preliminary plans to verify the locations of their facilities. The intent of the design of the project is to avoid impacts to existing utilities to the extent feasible.

We have included 2 days of RR Flagger costs in order to survey along the METRA platform areas.

We have identified 40 properties along the corridor that we are recommending acquiring Title Commitments. This will assist with determining right of way impacts, existing easements or other property encumbrances as we move into Phase II and construction.

2 DATA COLLECTION AND REVIEW

DATA COLLECTION

Review and analyze pertinent information for the project obtained from the Village and IDOT. This information will include, but are not limited to the following:

- Geological information if available
- As-built plans of utilities, roadway improvements, buildings or park improvements within the project area
- Accident records for the last five years (coordinate with Village's Police Department)
- Traffic projections (coordinate with CMAP to obtain 2050 projections)
- Existing right-of-way plats, boundaries, and limits
- Utility atlases
- Past studies or reports
- Plans for new developments, if applicable
- Village will provide any available existing plans and/or inspections
- Addresses of properties within the project limits

We have included a proposal for televising the existing storm sewer and sanitary sewer. We will evaluate the televising tapes and provide recommendations for repairs and/or replacement.

FIELD VISITS

Perform (2) field visits to the site by design team members.

- Verification of existing conditions and utilities, existing vegetation, existing site furnishings/fixtures, existing pedestrian, bicycle, and transit circulation and infrastructure.
- Pictures of Historical Buildings (buildings constructed before 1983) as required for the submittal of the environmental survey request to IDOT.

EXHIBIT A: SCOPE OF SERVICES

EXHIBITS

Provide Aerial photographs for the project area from the Nearmap database.

Data collection will be coordinated with Psomas.

3 CONCEPT REFINEMENT

Our sub-consultant, Psomas, will be leading this effort. We will assist with roadway, ADA and streetscape geometric review and input. This will be an iterative process throughout Phase I.

4 ENVIRONMENTAL SURVEY REQUEST AND COORDINATION

Prepare and submit the Environmental Survey Request (ESR) form to IDOT following the ESR Guidelines provided by IDOT, which will include the following exhibits as applicable:

- Location Map
- Aerials exhibits or CADD drawings with anticipated proposed right-of-way
- Photos of all buildings constructed before 1986 (40 years old).
- National Wetland Inventory Maps
- Aerial Map and CADD drawings with anticipated construction limits

Due to the characteristics of the project area and anticipated improvements, it is anticipated that ecological and water resources assessment and noise analysis will not be required. Tree removals for the proposed improvements will be estimated and included in the ESR.

V3 will coordinate with IDOT staff and provide additional information as required. The IDOT Central Office will perform the necessary coordination with the involved environmental and cultural agencies and provide the appropriate results to obtain an inventory of the affected environment and identify any potential issues that the project may need to address as part of required environmental studies.

5 WETLAND DETERMINATION DOCUMENTATION & TREE SURVEY & ASSESSMENT

To fulfill the required ESR documentation, V3's wetland specialist, who is also a V3 International Society of Arboriculture (ISA) certified arborist, will screen the project area to document a negative finding for wetlands while conducting the tree survey and assessment. Data for the wetland determination will be collected during the tree survey and assessment field work. Available regulatory maps, wetland sampling data, and photographs will be included in the Wetland Determination report deliverable.

V3's International Society of Arboriculture (ISA) certified arborist will tag, identify, assess, and locate all 3 inch DBH trees and greater within the project corridor as required by the IDOT ESR process. All trees exhibiting bat habitat will be logged and surveyed. The tag number, diameter, and tree species will be recorded for each tree identified. A rating will be assigned to each tree which will consider the size, species, condition, location, and aesthetics of



EXHIBIT A: SCOPE OF SERVICES

each. The trees will also be evaluated for Northern Long Eared Bat and/or Tricolor Bat habitat. A summary table will be prepared listing the scientific name, common name, DBH, and rating of each tree identified. Survey grade equipment will be utilized so that tree locations can be put on to the engineering plans.

6 GEOTECHNICAL INVESTIGATION & COORDINATION

V3's sub consultant, NASHnal Soil Testing, LLC., will perform soil borings and pavement cores and prepare a geotechnical report to determine the suitability of the soils for the roadway and park improvements. V3 will coordinate this work with NASHnal and utilize it as needed for the design and study of the proposed improvements.

Soil Borings

Seven (7) pavement cores/soil borings extended 10' below the existing grade will be drilled as part of our Geotechnical Exploration.

Percolation Testing

Percolation test will be performed at two locations adjacent to the park are within Hillgrove Ave. This information will assist with determining the structure of a permeable pavement or bioswale system.

Geotechnical Report

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, including typed boring logs and a location plan. If field infiltration testing is performed for the site the engineering report will also summarize the results of the field percolation test data.

See the attached scope from NASHnal for further details of the Geotechnical Investigation & Coordination. Coordination with the Village to close parking stalls to perform the work will be necessary. The Village to provide the necessary traffic control devices to close parking stalls.

7 UTILITY EVALUATION

This task will coordinated with Psomas.

The Village to coordinate with the business owners entry into the buildings, as necessary, to asses existing utilities as needed.

The Village shall determine if all water services are to be replaced throughout the corridor.

In addition, we have included scope and fee for all storm sewer and sanitary sewer to be televised. Upon receipt of the cctv footage the V3/Psomas team will evaluate and provide recommendations for repair and/or replacement.



EXHIBIT A: SCOPE OF SERVICES

8 PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT (PESA)

V3 will conduct a PESA within the project limits. The PESA will be conducted in accordance with the IDOT's Special Waste Screening Process. Based on this screening, further assessment of the project for special wastes or other regulated substance or contamination may be required. *The IDOT Bureau of Local Roads and Streets Manual, A Manual for Conducting Preliminary Environmental Site Assessments for IDOT Highway Projects, and ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (Standard E 1527-13)* will be used as guidance documents for preparing the PESA. The PESA will identify evidence of RECs and potentially impacted properties (PIPs) to determine sections of Project ROW requiring further investigation or sampling for offsite soil disposal. The scope of work for the PESA will include the following:

Environmental Record Review: Review reasonably ascertainable environmental and applicable regulatory information published by local, State, Federal and Tribal agencies and regulatory databases pertaining to sites with known chemical usage, treatment, disposal, and/or operations that pose an environmental risk of impact to the project site.

Historical Record Review: Investigate past land uses through review of available Sanborn fire insurance maps, city directories, historical aerial photographs and topographic maps.

Site Visit: Conduct a site reconnaissance visit to confirm and document the current land use, and record site conditions potentially impacting the project soils. Photos of the project area taken during the site visit will be incorporated into a photo log attached to the PESA Report.

Project Report: V3 will compile all observations and conclusion in a PESA report. The PESA will include photos, figures, and appendices with governmental and regulatory record file review documents.

9 LOCATION DRAINAGE TECHNICAL MEMORANDUM

Hillgrove Avenue is drained via curb and gutter with combined sewer through the project corridor from Hampton Avenue to Wolf Road. A Location Drainage Technical Memorandum (LDTM) will be prepared in accordance with IDOT's Local Roads Manual. The study will include a description of the existing and proposed drainage systems and identification of outlet locations and their adequacy based on IDOT criteria. Correspondence and meeting notes will be prepared to document coordination with IDOT, MWRD, or other regulatory agencies.

The Study will include required mapping, exhibits, design of the drainage system, a discussion of Best Management Practices (BMPs) (if applicable), and identification of permitting requirements. Although the existing and proposed drainage exhibits typically only include the proposed limits of the project, it may be necessary to study areas outside of the project limits. Additional survey and/or field investigations outside of the ROW may be required to confirm offsite drainage routes and capacity.

We understand that drainage design will follow the Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) requirements. Permitting needs will be identified during Phase 1, but the permit submittal will be made during Phase 2. WMO stormwater management requirements (runoff, volume control, and

EXHIBIT A: SCOPE OF SERVICES

detention) are only required when greater than or equal to one acre of new impervious area is proposed. We anticipate that the proposed project will not create greater than one acre of new impervious and therefore expect that stormwater management requirements would not apply.

10 SECTION 4(F) DOCUMENTATION AND EVALUATION

A Section 4(f) Evaluation is anticipated with the improvements to the Tower Green. 4(f) documentation will be verified with IDOT and provided as necessary. The Village shall provide documentation of ownership of the area to support the necessary 4(f) Evaluation process.

11 CRASH ANALYSIS

Crash reports will be reviewed and tabulated (five most recent years) within the project limits. See Psomas scope of work for details.

12 TRAFFIC ANALYSIS

As part of the Phase I documentation, Psomas will analyze and evaluate multi-modal traffic along the project corridor. See Psomas scope of work for details.

13 GEOMETRIC STUDIES

Psomas will be developing the geometric studies and preliminary plan. We are anticipating the design criteria to be IDOT, 3R, but that will be confirmed early with IDOT. We will provide design oversight of the concept development.

14 LIGHTING DESIGN

See Psomas scope of work for details.

15 PUBLIC INVOLVEMENT/COMMUNITY ENGAGEMENT PROGRAM

Psomas will be leading this task. V3 will provide oversight and coordination as necessary. V3 staff will attend various public engagement events and meetings as requested by the Village and Psomas. We anticipate V3 staff (1-2 ppl) at seven different events. See Psomas scope of work for details.

16 TRAFFIC MANAGEMENT PLAN

See Psomas scope of work for details.

17 CONSTRUCTION COST ESTIMATE

We will support and provide review of the cost estimate prepared by Psomas. See Psomas scope of work for details.

18 PROJECT DEVELOPMENT REPORT

A Project Development Report (PDR) for a Group I Categorical Exclusion is anticipated and will be prepared following IDOT's report format BLR 22211. The report will include a description of existing conditions, proposed improvements, capacity analysis, crash analysis, right-of-way/easement required, identified environmental concerns and impacts, maintenance of traffic during construction, and agency coordination/public involvement activities. Exhibits that will be prepared and incorporated into the project report will include:

- Location and functional classification maps
- Existing and proposed typical sections
- Proposed plan and profile sheets
- ADA details
- Crash Analysis
- Environmental clearances and correspondence
- Public involvement meeting documents
- FHWA/IDOT coordination and meeting minutes
- Design variances
- Traffic management plan
- Coordination documentation
- Estimate of probable construction cost
- Permit Identification to be completed in Phase II

Two submittals of the PDR will be made to the Village and IDOT (pre-final and final). Before the prefinal PDR submittal, conceptual typical proposed sections and plan and profile sheets will be submitted to the Village for review and comment. After receiving comments from the Village, the final PDR will be submitted to IDOT for review and comment. A disposition of comments will be included with each submittal until design approval. Survey and design files will be converted into AutoCad as needed.

Support by Psomas as needed.

19 MEETING AND COORDINATION

V3 anticipates the following meetings throughout the duration of the Phase I Study. These meetings are in addition to meetings noted for the public involvement requirements.

- Conduct internal team meetings as necessary and provide procedures for documenting and filing of project information. One (1) meeting per month for eighteen (18) months.
- One (1) Project kick-off meeting with the Village.
- One (1) Phase I Project kick-off meeting with IDOT, the Village, and Central Council.
- One (1) FHWA meeting.
- One (1) meeting with MWRD, if necessary.
- One (1) Village Board meeting.
- Up to three (3) meetings to discuss design issues, project status, schedule, or meet with other review agencies, as needed.

Online meetings are included as part of the overall scope of our services. We will meet online with the Village as needed throughout the project.

Meeting minutes will be prepared by V3/PSOMAS as necessary.

20 ADMINISTRATION AND MANGEMENT

Project administration and management will be performed by the project manager and administrative staff over eighteen (18) months.

- Prepare invoices and progress reports every month and submit them to the Village for review and processing.
- Provide project and staff management.
- Prepare sub consultant agreements and manage the performance of their work efforts.

21 QUALITY ASSURANCE / QUALITY CONTROL

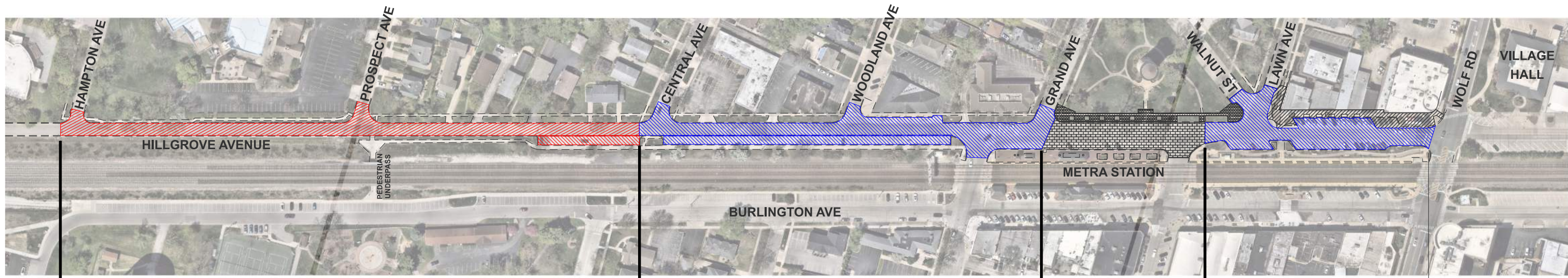
V3 will perform in-house quality control reviews to ensure that the preliminary plans, cost estimates, and PDR are prepared to meet the standards and guidelines for the plans or documents required. These quality control reviews will occur before the submittal of any deliverable to the Village and IDOT. The project manager will be responsible for the oversight of the QA/QC procedures and quality control reviews of the documents prepared for the project.

Before each submittal, V3's project manager will designate a quality assurance reviewer that has not been directly involved in the project to perform independent quality reviews. These reviews will include plan design reviews, reviews of supporting calculations, and reviews of report documents.

EXHIBIT A: SCOPE OF SERVICES

22 FUNDING APPLICATIONS

The Village recently applied for and is anticipating to receive \$3.0M in STP-L funding through the Central Council of Mayors. We anticipate that ITEP funding and Invest in Cook funding will be available during the Phase I process. We will assist the Village with applying for up to three (3) funding opportunities.



1150'

1.0

MILL AND OVERLAY

800'

2.0

ROADWAY RECONSTRUCTION
INFRASTRUCTURE REPAIRS AND REPLACEMENT
PEDESTRIAN ENHANCEMENTS

325'

3.0

STREETSCAPE,
PEDESTRIAN, PLAZA,
AND
INFRASTRUCTURE
ENHANCEMENTS

445'

4.0

STREETSCAPE, PEDESTRIAN,
AND INFRASTRUCTURE
ENHANCEMENTS

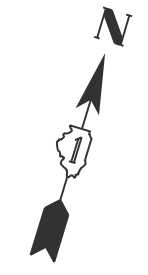
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USER NAME = tjanbch	DESIGNED -	REVISED -	REVISED -
	DRAWN -	REVISED -	REVISED -
PLOT SCALE = \$\$SCALE\$	CHECKED -	REVISED -	REVISED -
PLOT DATE = 11/17/2025	DATE -	REVISED -	REVISED -

**HILLGROVE AVENUE ROADWAY
AND STREETSCAPE IMPROVEMENTS**
VILLAGE OF WESTERN SPRINGS ILLINOIS

PROJECT LOCATION MAP



COUNTY	TOTAL SHEETS	SHEET NO.
COOK	1	1



Proposed TC/PINS



Local Public Agency Village Of Western Springs	County Cook	Section Number 26-00107-00-PV
Prime Consultant (Firm) Name V3 Companies	Prepared By Kurt Corrigan, PE	Date 3/5/2026
Consultant / Subconsultant Name V3 Companies	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Phase I Engineering Services along Hillgrove Avenue frm Hampton Avenue to Wolf Road, approximatley 2800 feet.

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	165.00%
START DATE	6/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2027		% OF RAISE	3.00%
END DATE	11/30/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2026	1/1/2027	7	38.89%
1	1/2/2027	12/1/2027	11	62.94%

The total escalation = 1.83%

Local Public Agency	County	Section Number
Village Of Western Springs	Cook	26-00107-00-PV
Consultant / Subconsultant Name		Job Number
V3 Companies		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	1.83%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$90.00	\$90.00
Senior Project Manager - TD	\$90.00	\$90.00
Senior Project Manager - CE	\$85.75	\$87.32
Senior Survey Project Manager	\$64.97	\$66.16
Project Manager II	\$61.68	\$62.81
Project Manager I	\$56.77	\$57.81
Project Manager I	\$56.77	\$57.81
Project Engineer I	\$49.33	\$50.23
Engineer III	\$54.32	\$55.32
Project Scientist II	\$48.41	\$49.30
Design Technician III	\$44.29	\$45.10
Survey Crew	\$38.52	\$39.23
Technician II	\$37.90	\$38.60
Administration III	\$44.40	\$45.22
Project Designer I	\$53.52	\$54.50
Planner I	\$37.14	\$37.82
Technician II	\$37.90	\$38.60
Senior Project Manager - ST	\$86.76	\$88.35
Senior Design Technician	\$50.25	\$51.17
Project Surveyor II	\$40.31	\$41.05
Senior Project Engineer	\$67.75	\$69.00
Civil Designer II	\$42.41	\$43.19

Local Public Agency

Village Of Western Springs

County

Cook

Section Number

26-00107-00-PV

Consultant / Subconsultant Name

V3 Companies

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	1	\$500.00	\$500.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	1	\$500.00	\$500.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	2	\$750.00	\$1,500.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Title Commitments	Actual Cost	40	\$625.00	\$25,000.00
Structural Geotechnical Engineering	Actual Cost	1	\$12,400.00	\$12,400.00
Sewer Televising	Actual Cost	1	\$25,000.00	\$25,000.00
TOTAL DIRECT COSTS:				\$64,900.00

Local Public Agency

Village Of Western Springs

County

Cook

Section Number

26-00107-00-PV

Consultant / Subconsultant Name

V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			TOPOGRAPHIC SURVEY			DATA COLLECTION AND REVIEW			CONCEPT REFINEMENT			ENVIRONMENTAL SURVEY REQUEST/COORDINATION			WETLAND DETERMINATION AND TREE SURVEY		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00	78.0	4.72%	4.25	4	1.04%	0.94				4	14.29%	12.86				4	6.25%	5.63
Senior Project Manager - TD	90.00	8.0	0.48%	0.44															
Senior Project Manager - CE	87.32	0.0																	
Senior Survey Project Manager	66.16	40.0	2.42%	1.60	40	10.42%	6.89												
Project Manager II	62.81	8.0	0.48%	0.30							8	28.57%	17.95						
Project Manager I	57.81	242.0	14.65%	8.47				8	33.33%	19.27				24	28.57%	16.52	24	37.50%	21.68
Project Manager I	57.81	0.0																	
Project Engineer I	50.23	376.0	22.76%	11.43				16	66.67%	33.49	16	57.14%	28.70	60	71.43%	35.88			
Engineer III	55.32	0.0																	
Project Scientist II	49.30	106.0	6.42%	3.16													36	56.25%	27.73
Design Technician III	45.10	40.0	2.42%	1.09															
Survey Crew	39.23	180.0	10.90%	4.27	180	46.88%	18.39												
Technician II	38.60	0.0																	
Administration III	45.22	44.0	2.66%	1.20															
Project Designer I	54.50	0.0																	
Planner I	37.82	0.0																	
Technician II	38.60	0.0																	
Senior Project Manager - ST	88.35	0.0																	
Senior Design Technician	51.17	152.0	9.20%	4.71	100	26.04%	13.33												
Project Surveyor II	41.05	60.0	3.63%	1.49	60	15.63%	6.41												
Senior Project Engineer	69.00	290.0	17.55%	12.11															
Civil Designer II	43.19	28.0	1.69%	0.73															
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		1652.0	100%	\$55.27	384.0	100.00%	\$45.96	24.0	100%	\$52.76	28.0	100%	\$59.51	84.0	100%	\$52.40	64.0	100%	\$55.04

Local Public Agency

Village Of Western Springs

County

Cook

Section Number

26-00107-00-PV

Consultant / Subconsultant Name

V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TRAFFIC ANALYSIS			GEOMETRIC STUDIES			LIGHTING DESIGN			PUBLIC INVOLVEMENT/COMMUNITY ENGAGEMENT PLAN			TRAFFIC MANAGEMENT PLAN			CONSTRUCTION COST ESTIMATE		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00				8	16.67%	15.00				20	33.33%	30.00	4	100.00%	90.00	4	20.00%	18.00
Senior Project Manager - TD	90.00																		
Senior Project Manager - CE	87.32																		
Senior Survey Project Manager	66.16																		
Project Manager II	62.81																		
Project Manager I	57.81										20	33.33%	19.27						
Project Manager I	57.81																		
Project Engineer I	50.23				40	83.33%	41.86				20	33.33%	16.74				16	80.00%	40.18
Engineer III	55.32																		
Project Scientist II	49.30																		
Design Technician III	45.10																		
Survey Crew	39.23																		
Technician II	38.60																		
Administration III	45.22																		
Project Designer I	54.50																		
Planner I	37.82																		
Technician II	38.60																		
Senior Project Manager - ST	88.35																		
Senior Design Technician	51.17																		
Project Surveyor II	41.05																		
Senior Project Engineer	69.00																		
Civil Designer II	43.19																		
TOTALS		0.0	0%	\$0.00	48.0	100%	\$56.86	0.0	0%	\$0.00	60.0	100%	\$66.01	4.0	100%	\$90.00	20.0	100%	\$58.18

Local Public Agency

Village Of Western Springs

County

Cook

Section Number

26-00107-00-PV

Consultant / Subconsultant Name

V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 4 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	PROJECT DEVELOPMENT REPORT			MEETINGS AND COORDINATION			ADMINISTRATION AND MANAGEMENT			QUALITY ASSURANCE/QUALITY CONTROL			FUNIDNG APPLICATIONS			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	90.00	2	0.85%	0.77	8	20.00%	18.00	8	28.57%	25.71	8	28.57%	25.71						
Senior Project Manager - TD	90.00													8	14.29%	12.86			
Senior Project Manager - CE	87.32																		
Senior Survey Project Manager	66.16																		
Project Manager II	62.81																		
Project Manager I	57.81	40	17.09%	9.88	8	20.00%	11.56	20	71.43%	41.30	20	71.43%	41.30	8	14.29%	8.26			
Project Manager I	57.81																		
Project Engineer I	50.23	160	68.38%	34.35	16	40.00%	20.09												
Engineer III	55.32																		
Project Scientist II	49.30																		
Design Technician III	45.10	32	13.68%	6.17	8	20.00%	9.02												
Survey Crew	39.23																		
Technician II	38.60																		
Administration III	45.22													40	71.43%	32.30			
Project Designer I	54.50																		
Planner I	37.82																		
Technician II	38.60																		
Senior Project Manager - ST	88.35																		
Senior Design Technician	51.17																		
Project Surveyor II	41.05																		
Senior Project Engineer	69.00																		
Civil Designer II	43.19																		
TOTALS		234.0	100%	\$51.16	40.0	100%	\$58.67	28.0	100%	\$67.01	28.0	100%	\$67.01	56.0	100%	\$53.41	0.0	0%	\$0.00

Project Description

The Hillgrove Ave Phase I engineering project includes approximately 2750' of roadway rehabilitation, reconstruction, and streetscape and pedestrian improvements along Hillgrove Avenue from Hampton Avenue to Wolf Road. The work is anticipated to occur within the existing right-of-way.

The proposed improvement will improve the safety, operations, and access throughout the corridor. Improvements are anticipated to generally include creating a paver street area utilizing concrete pavement, pavers and permeable pavers, traffic calming features, streetscape elements including pedestrian amenities and landscaping enhancements, lighting improvements, gateway features, limited drainage improvements, water, sewer, power infrastructure upgrades, and implementation of green infrastructure elements.

Phase I elements will be per the Illinois Department of Transportation's (IDOT) Bureau of Local Roads & Streets Policies & Procedures. Designs and studies will be prepared per applicable Village of Western Springs and IDOT standards. Plans will be prepared using AutoCad Civil3D. Survey and design files will be converted between MicroStation OpenRoads Designer utilizing a workspace from the Illinois Department of Transportation (IDOT) and AutoCad Civil3D as needed.



This scope of services is limited to supporting V3 in preparation of the Project Development Report (PDR) and supporting the Village through community outreach campaign.

1 DATA COLLECTION AND REVIEW

Data collection will be coordinated with V3 Companies.

DATA COLLECTION

Review and analyze pertinent information for the project obtained from the Village and IDOT. This information will include, but are not limited to the following:

- Geological information if available
- As-built plans of utilities, roadway improvements, buildings or park improvements within the project area
- Accident records for the last five years (coordinate with Village's Police Department)
- Traffic projections (coordinate with CMAP to obtain 2050 projections)
- Existing right-of-way plats, boundaries, and limits
- Utility atlases, if not previously provided
- Past studies or reports, transportation studies, traffic studies from permit applications, and utility infrastructure

- Plans from Metra Platform reconstruction.
- Plans from pedestrian underpass construction
- Plans for new developments, if applicable
- Village will provide any available existing plans and/or inspections
- Addresses of properties within the project limits

FIELD VISITS

Perform (2) field visits to the site by design team members.

- Verification of existing conditions and utilities, existing vegetation, existing site furnishings/fixtures, existing pedestrian, bicycle, and transit circulation and infrastructure.
- Pictures of Historical Buildings (buildings constructed before 1986) as required for the submittal of the environmental survey request to IDOT.

EXHIBITS

Provide Aerial photographs for the project area from the Nearmap database.

2 CONCEPT REFINEMENT

The Consultant shall prepare up to three (3) roadway layouts on the survey. One (1) based upon the previous planning work performed along Hillgrove from Wolf Road to Grand Avenue, and two (2) additional conceptual alternatives aligning with the Downtown Master Plan. Concepts may, but are not limited to, depict ADA facility locations, cross street control, curb bulbs/art parklets, street trees, schematic street furniture locations, parking reconfiguration, integration of metra platform improvements, integration of building frontage improvements, and channelization and signage. This layout will be refined to a preferred alternative and typical section through the public involvement process.

The Consultant shall prepare up to one (1) roadway layout on the survey for improvement to Hillgrove Ave from Grand Ave to Hampton Ave depicting ADA facility locations, cross street control, curb bulbs/art parklets, street trees, schematic street furniture locations, parking reconfiguration, integration of Metra platform improvements, integration of building frontage improvements, and channelization and signage.

The initial concept refinements and alternatives will be utilized within the public outreach process (under a separate task).

The concept refinement will integrate and update the Village's previous concept plans, and will include, but is not limited to the following elements:

- Evaluating Tower Green expansion and utilization, which includes evaluating the placement of a stage area.
- Landscaped and paved plaza configuration utilizing permeable pavers.
- Evaluate feasibility of potential woonerf, curbless street, concept. This will include traffic calming measures such as a raised intersection and pedestrian areas to create more definable pedestrian areas and crossings.
- Evaluate entry features at Hillgrove Ave & Grand Ave and Hillgrove Ave & Lawn.

- Lighting concept including a potential expanded light canopy and uplighting (analysis performed under separate task)
- Incorporate intersection operational recommendations
- Evaluate a variety of street furnishings to be added to the corridor as part of the concept refinement.

Deliverables/Products:

- Scroll Plot Design Alternative Layouts (11"x Project Length hard copy and electronic PDF). There will be two iterations of refined layout scroll plot submittals to the Client for review and discussion.
- Scroll Plot Preliminary Illustrative Plan (matches 10% Engineering Plan) including street furniture, art and cultural elements, pavement types, parklets/curb bulb space for people or for future LID/GSI (11"x Project Length hard copy and electronic PDF). This Plan is limited to Wolf Road to Grand Avenue.
- Typical Cross Sections (Illustrative) (11"x17" electronic PDF)
- Illustrative Perspectives (2 Photo simulations) (11"x17" electronic PDF)
- Preliminary Urban Design Package (Project Narrative & Photo Examples - 11"x17" electronic PDF)

The final preferred concept will be detailed in a report with estimated costs based on the goals of the project and coordination with the Village (under separate tasks).

3 UTILITY EVALUATION

The Consultant will review provided inspection reports, as built information, and cctv footage within to the project limit to detect damage, flow conditions, potential improvement limits, and connection locations. Utility replacement plans will be prepared under separate task. Under this task an assessment of the downtown power utility routing/maps/connections will be performed and opportunities to replace, reuse, or create new more efficient conduit runs for future improvements will be noted. Power/Electrical Plan will be developed under separate task.

Deliverables/Products:

- Recommendation of improvement/repair limit to prime consultant.

4 CRASH ANALYSIS

Crash reports will be reviewed and tabulated (five most recent years) within the project limits. A crash and roadside safety analysis will be performed to identify high crash locations and determine safety countermeasures (such as improving sight lines, sight distance, curb and intersection geometrics, etc.). Exhibits will be prepared to summarize the crash data to be included in the Phase I PDR documentation.

5 TRAFFIC ANALYSIS

As part of the Phase I documentation, Psomas will analyze and evaluate multi-modal traffic along the project corridor. The following work will include:

- Our subconsultant, Quality Counts, will conduct 14-hour counts including a vehicular, pedestrian, bicyclist, and truck traffic at each of the following locations:
 - Hampton Ave/Hillgrove Ave
 - Prospect Ave/Hillgrove Ave
 - Central Ave/Hillgrove Ave
 - Woodland Ave/Hillgrove Ave
 - N Grand Ave/Hillgrove Ave
 - S Grand Ave/Hillgrove Ave
 - N Lawn Ave & Walnut St/Hillgrove Ave
 - S Lawn Ave/Hillgrove Ave
 - Wolf Road/Hillgrove Ave
 - Wolf Road / Burlington Ave
 - Lawn Ave / Burlington Ave
 - Grand Ave / Burlington Ave
- Counts will be taken on a Wednesday and Saturday.
- Development of design hour volumes for the AM and PM peak periods.
- Capacity analysis of existing traffic and projected traffic (2050).

Downtown circulation, safety, and operational analysis will be performed at the following locations:

- N Lawn Ave/Walnut St & Hillgrove Ave
- S Lawn Ave & Hillgrove Ave
- Wolf Rd & Hillgrove Ave
- One-way operations for Hillgrove and Burlington
- One-way operation for Walnut St
- Closure of Lawn Ave grade crossing to vehicle traffic

The Village shall furnish previous parking data/study to Consultant. The Consultant shall review previous parking data / study and perform supplement parking analysis of downtown streets considering future streetscape enhancements, potential traffic operational changes, and new/future downtown business.

Deliverables/Products:

- Recommendation of potential intersection, safety, and circulation improvements to consider as part of project elements
- Parking study supplemental memorandum
- Existing and future traffic exhibits will be prepared to summarize the review of the traffic data.
- Four-way stop warrants will be performed at all existing four-way stop intersections. Warrant reports will be included in the PDR under a separate task.
- Raw traffic count data

6 PUBLIC INVOLVEMENT

Public involvement in the form of public notifications, public informational meetings, and attendance of additional Village meetings will be conducted to satisfy the requirements of the Federal process and inform the community. The Public Informational Meeting held in an open house format is anticipated to present the project improvements, the results of agency coordination, and the project schedule to solicit feedback from stakeholders. The scope of work includes the following:

- Compile a list of property & business owner addresses with assistance from the Village and send one (1) notification via US Certified Mail.
- Support Village in development of project website and coordinate with the Village to provide project updates on their website
- Psomas staff will attend and facilitate one (1) public involvement meeting as required and provide the following:
 - Up to three language translations for handout brochures and display exhibits for use during the meeting.
 - Anticipated display exhibits include 2-D plan renderings and representational imagery. Perspective imagery, digital or hand drawn will be prepared, to inform public perception and solicit comment.
 - Up to one drone or perspective fly through video depicting the existing conditions and the proposed project will be produced for display at public meetings and village board/committee meetings.
 - Graphics prepared under Concept Refinement Task shall be utilized in this scope.
 - Documentation of the concerns and comments expressed by those at the meeting.
 - Responses to public comments.
 - Summary of the public involvement process to incorporate into the Project Development Report (PDR).
- With support from the Village, Psomas will establish a Hillgrove Ave Steering Committee. This steering committee is anticipated to meet once per month from contract commencement (July 2026) through IDOT Phase 1 approval (November 2027). Location and specific businesses, neighborhood leaders, and residents, will be coordinated with the Village and downtown businesses upon contract commencement. Anticipated businesses and community groups include, but is not limited to:
 - Western Springs Historical Society
 - Western Springs Park District
 - Western Springs Theater
 - Western Spring Public Works
 - Western Spring PD
 - Western Springs Fire Dept
 - Hillgrove Tap
 - Guac N Tacos
 - Spring Othrodontics
 - Davnti Enotecs
 - Top Driver School
 - Young Life Metro Southwest
 - Jolie, a dress boutique
 - Clarity Physical Therapy and Wellness Center
 - Metra Staff
 - BNSF
 - Community Bank of Western Springs
 - Colonial Barber Shop
 - Evolve health and wellness
 - Initially ewe
 - Jenna Crowther State Farm
 - SET Fitness
 - Streamline Physical Therapy & Rehab
 - Shear Envy

- Psomas will participate in up to five Village of Western Springs events. Specific events will be coordinated with Village. Anticipated events include, but not limited to,
 - July 22nd Jammin in July
 - Gather on the Green
 - August French Market
 - Village Touch a Truck Event
 - December 5 or 6 Santa Pictures/Winter Wonderland.

Additional events attendance beyond what is identified above shall be compensated at \$5,000 / event.

Any official public meeting will adhere to the FHWA public meeting requirements that will be included in the PDR. Steering Committee meeting notes and other meeting notes with community members / events will be included in the PDR.

7 LIGHTING DESIGN

As part of the roadway, streetscape, and safety improvements, Psomas will perform conceptual lighting design throughout the project limits. The lighting design work will include:

- Integration of conceptual lighting plan from concept refinement
- Review of the existing lighting conditions within the project limits to determine the existing lighting conditions and maintenance responsibilities and make recommendations for the proposed condition.
- Determination of the appropriate requirements for lighting design based on IDOT standards.
- Evaluation of decorative lighting options. This includes incorporating uplighting as part of the holiday and overhead festival lighting.

Deliverables/Products:

- Plan view of proposed lighting and electrical system. Scroll Plot of entire corridor.

8 GEOMETRIC STUDIES AND PRELIMINARY PLAN

Upon evaluation of the existing conditions, results of the concept refinement, traffic analysis, and public outreach Psomas will perform a geometric study that focus on the following design elements:

- Upon completion of the concept refinements we will document the roadway typical section, considering pedestrian and bicyclist accommodations, parking modifications, and lane configurations.
- Intersection geometric evaluation, including design vehicle turning movements and sight triangle evaluation.
- Cross Section Studies (Grading): Prepare cross-sections and/or grading plans for evaluation of the improvements and potential impacts to right-of-way. A (up to one) representative cross section or grading plan per block will be provided in the PDR.
- ADA grading details at each intersection and pedestrian crossing within the project limits to satisfy IDOT requirements.

- Preparation of water and sewer replacement plans are included in this task. Profile design and conflict coordination and resolution is not included at this time.

Deliverables:

- Intersection geometrics including design vehicle turning movements.
- Intersection sight triangle exhibits to identify clear obstruction areas to accommodate the proposed improvements and hardscape features.
- Psomas will prepare a design criteria table for review by IDOT. The anticipated design criteria will be based of IDOT “3R” criteria. Final determination of the design criteria will be determined at the FHWA coordination meeting.
- Psomas will prepare plan exhibits on an aerial background that shows the alternative and include the identification of all proposed right-of-way and temporary/permanent construction easements.
- The preferred alternative will be detailed in the plan and profile exhibits, 20-scale or 40 scale roll plots, with the topographic survey as the background, that will be included in the Project Development Report.

Anticipated Plan sheets include:

- Roadway Plan and Profile, Roll Plot (22” x length, 40 scale)
- Utility Plan and Profile, water and sewer, Roll plot (22” x length, 40 scale)
- Electrical Plan, Roll plot (22” x length, 40 scale)
- Urban Design and Landscape Plan, Roll plot (22” x length, 40 scale)
- One Urban Design and Landscape Plan for Hillgrove Ave from Grand Ave to Wolf Road (Roll Plot 22”x length, 20 scale)
- Intersection Plans (9) (22”x34”, 20 Scale)
- Stormwater Plans from V3 companies will be integrated into the above plan sheets.

9 TRAFFIC MANAGEMENT PLAN

A Transportation Management Plan (TMP) will be prepared to evaluate various maintenance of traffic alternatives to be included in the Phase I study. This scope of work includes the following as required:

- Completion of IDOT form D1OP0042.
- Prepare a brief description of the project.
- Identify various traffic management strategies considered which include the cost.
- Impact analysis to evaluate delays and queues, and determine the recommended strategies and mitigation measures to reduce the impacts on the project.
- Traffic Control Plan (TCP). This includes identifying efficient, maintenance free and quick options to close Hillgrove Ave.

Associated exhibits will be prepared as part of the TMP for IDOT’s review and/or concurrence. Two (2) submittals (pre-final and final) to IDOT will be prepared.

10 CONSTRUCTION COST ESTIMATE

Psomas, with support from V3, will prepare a preliminary engineer's opinion of probable construction costs (EOPCC) of the proposed improvements utilizing IDOT pay items, standards, and guidelines. Itemized costs will be determined using available guides and bid tabulations from similar projects. Cost estimates will be produced during the concept refinement task as well as the PDR task.

11 PROJECT DEVELOPMENT REPORT

V3 will coordinate and provide the PDR. As requested, Psomas will provide specific necessary documentation from scope tasks herein to support the Project Development Report submittal to IDOT.

12 MEETINGS AND COORDINATION

Psomas will participate as requested in meetings led by V3. These meetings are in addition to meetings noted for the public involvement requirements. See V3 scope of work for details.

13 FUNDING APPLCIATIONS

Support for this task is included with the various scope items herein.



Local Public Agency Western Springs	County Cook	Section Number
Prime Consultant (Firm) Name V3 Companies	Prepared By Bryce Corrigan, PE	Date 3/5/2026
Consultant / Subconsultant Name Psomas	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	176.66%
START DATE	6/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2027		% OF RAISE	3.00%
END DATE	11/30/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2026	1/1/2027	7	38.89%
1	1/2/2027	12/1/2027	11	62.94%

The total escalation = 1.83%

Local Public Agency

Western Springs

County

Cook

Section Number

Consultant / Subconsultant Name

Psomas

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	6	\$500.00	\$3,000.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Counts	Actual Cost	1	\$15,120.00	\$15,120.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$18,120.00

Local Public Agency

Western Springs

County

Cook

Section Number

Consultant / Subconsultant Name

Psomas

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Data Collection and Review			Concept Refinement			Utility Evaluation			Crash Analysis			Traffic Analysis		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Engineer II	80.78	384.0	19.51%	15.76	8	20.00%	16.16	40	15.38%	12.43	12	50.00%	40.39				12	5.36%	4.33
Senior Engineer I	73.32	308.0	15.65%	11.47							12	50.00%	36.66				12	5.36%	3.93
Project Engineer II	69.58	252.0	12.80%	8.91	8	20.00%	13.92	40	15.38%	10.71									
Transportation Planner II	49.22	124.0	6.30%	3.10	8	20.00%	9.84							8	40.00%	19.69	100	44.64%	21.97
Senior Transportation Planner	77.39	144.0	7.32%	5.66	8	20.00%	15.48							12	60.00%	46.44	100	44.64%	34.55
Design Engineer II	51.94	112.0	5.69%	2.96															
Design Engineer I	49.22	72.0	3.66%	1.80															
Technician	40.73	40.0	2.03%	0.83															
Landscape Designer I	39.03	160.0	8.13%	3.17				60	23.08%	9.01									
Landscape Designer II	42.77	120.0	6.10%	2.61				60	23.08%	9.87									
Senior Landscape Architect I	67.89	192.0	9.76%	6.62	8	20.00%	13.58	60	23.08%	15.67									
Office Admin	41.07	60.0	3.05%	1.25															
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TOTALS		1968.0	100%	\$64.15	40.0	100.00%	\$68.97	260.0	100%	\$57.68	24.0	100%	\$77.05	20.0	100%	\$66.12	224.0	100%	\$64.78



NASHnal Soil Testing, LLC.
23856 W. Andrew Road, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099

Mr. Kurt Corrigan

V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
Phone: 630-724-9200
E-mail: kcorrigan@v3co.com

3/2/2026
Proposal No. 2026-3513-028P

RE: Proposal for the Pavement Coring and Geotechnical Exploration Services for the Hillgrove Avenue Roadway and Streetscape Improvements at Hillgrove Avenue (between Wolf Rd. & Hampton Ave.) in Western Springs, IL-60558

Dear Mr. Corrigan;

We are pleased to submit a proposal for this project. We have reviewed scope of work you prepared and discussed the project with you as a basis for this proposal. Enclosed please find a description of our understanding of the project, and an estimate of our fee and our fee schedule.

NST is a full-service company, which provides geotechnical investigation, construction inspection, material testing and environmental services (Phase-I & Phase II) to clients in both the private and public sectors. Our principals have over 23 years of combined experience in the related fields. I personally am a registered professional engineer in over 7 states and have been providing subsurface soil investigations, construction inspection and material testing services to developers and contractors in multiple locations.

Project Description

We understand that you are design engineering services for Hillgrove Avenue Roadway and Streetscape Improvements project located on Hillgrove Avenue (between Wolf Road and Hampton Avenue) in Western Springs, IL. As you have requested, to understand the subsurface soils profile and pavement sections within the roadway/street, we will drill 7 soil borings to a depth of 10 feet each at the locations marked by you for soil borings and core at all 7 locations to determine the bituminous pavement thickness along with the aggregate base thickness in order to obtain preliminary geotechnical data to help plan your design. Additionally, as requested, we will perform two (2) percolation tests at the surface at the two locations marked by you.

It is important for you to understand that during the drilling and access to the proposed area, any the existing surface, landscaping and grass in the vicinity and the access area will be damaged by our equipment. NST should not be held responsible for the repair of the damaged grounds/grass and landscaping. Additionally, if due to any unforeseen conditions, additional trips are required to drill the job, an additional mobilization fee will be charged.



Mr. Kurt Corrigan
Hillgrove Avenue Roadway and Streetscape Improvements
Hillgrove Avenue (between Wolf Rd. & Hampton Ave.)
Western Springs, IL-60558

3/2/2026
Proposal No. 2025-3513-027P

Scope of Services

As you requested, we will drill seven (7) soil borings to a depth of 10 feet each below existing grade and perform two (2) percolation/infiltration tests at the locations specified by you. Surface elevations at each boring location will be determined by our field crew and referenced to a convenient on-site or nearby benchmark or established using GPS coordinates.

Before we drill, we will contact J. U. L. I. E. to locate public underground utilities. J. U. L. I. E., does not charge for this service, but will also not locate private underground utility lines within property. If there are private underground utility lines where we are to drill, we recommend that your organization contact a private locating company, which will charge for its services. At this time, we have not made an allowance for a private locating firm in our estimate of fees for this project. If we must contact a private locating firm or if private locating firm is hired, we would pass along their fees at cost plus 15%.

We will drill with hollow stem augers or solid stem augers, and sample by the split barrel method (ASTM: D 1586). Our crew will maintain logs noting the drilling and sampling methods and groundwater levels.

Representative samples of the recovered soil will be preliminarily classified in the field, sealed in jars to reduce moisture loss, and sent to our laboratory for testing and final classification by a Soil Engineer. Upon completion of drilling and groundwater measurements, we will backfill the boreholes with soil cuttings at your request and not by Bentonite Grout.

Laboratory Testing

Our laboratory program will be initiated by a Geotechnical Engineer examining the recovered samples to determine the major and minor soil components. We anticipate performing routine testing including moisture content determination and unconfined compressive strength of cohesive samples (by hand penetrometer).

If special testing is required, such as Atterberg Limits tests, gradation tests, organic content tests, or consolidation tests, we would contact you to discuss a modification in the scope of work before proceeding. After completion of the laboratory testing, the Engineer will visually/manually classify each sample based on texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs and the geotechnical report.

NASHnal Soil Testing, LLC.
23856 West Andrew Road, Unit 103, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099



Mr. Kurt Corrigan
 Hillgrove Avenue Roadway and Streetscape Improvements
 Hillgrove Avenue (between Wolf Rd. & Hampton Ave.)
 Western Springs, IL-60558

3/2/2026
 Proposal No. 2025-3513-027P

Geotechnical Report

In our report, we will describe the soil and groundwater conditions that we encounter and present recommendations for feasible methods of pavement construction. We will discuss site preparation and excavation, including the placement of fill or backfill.

Our report will conclude with a discussion of construction considerations related to pavement construction and earthwork on this site with IDOT Geotechnical Exploration requirements.

Fees

Representative samples of the recovered soil will be preliminarily classified in the field, sealed in jars to reduce moisture loss, and sent to our laboratory for testing and final classification by a Soil Engineer. Upon completion of drilling and groundwater measurements, we will backfill the boreholes with cuttings and plug the surface with bituminous cold patch, if required

Based on the scope of work described above, we will charge the following fees.

Mobilization/demobilization of men & equipment	\$ 1,500.00
7 borings, 70 total lineal feet of drilling, routine sampling	\$ 3,060.00
Laboratory testing of 28 samples (w% & Qp)	\$ 280.00
Laboratory testing of 14 samples (Unit Weight)	\$ 210.00
Geotechnical Exploration Report & logs	\$900.00
Sub Total Geotechnical Exploration	\$ 7,000.00
7 Pavement Cores	\$1,400.00
2 Percolation/Infiltration Tests	\$4,000.00
Total	\$12,400.00



Mr. Kurt Corrigan
Hillgrove Avenue Roadway and Streetscape Improvements
Hillgrove Avenue (between Wolf Rd. & Hampton Ave.)
Western Springs, IL-60558

3/2/2026
Proposal No. 2025-3513-027P

If additional borings or deeper borings are needed, or if engineering and testing are requested beyond that required for preparation of the report (i.e., post-report consultation, report revision due to changes in building design or location, specification review, pre-bid or pre-construction meetings), the increase in our fees will be in accordance with the unit prices shown on the enclosed fee schedule. If additional trips are required to drill the job, an additional mobilization fee will be charged.

Work Schedule

The utility locating will require three days following your authorization. We estimate that drilling will take one working day to complete. Laboratory testing will require an additional three days following drilling. We may submit copies of the boring logs at the completion of laboratory work and also provide verbal recommendations to the Structural Engineer to allow them to start on their design prior to receiving our formal report. Following completion of the testing, we would then prepare the soil report. We anticipate starting drilling sometime in the week of 3/29/2026, if that is not possible, we will inform you in writing.

Environmental Concerns

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site, nor environmental testing of the soil or groundwater. Environmental services can be provided if you desire.

NASHnal Soil Testing, LLC.
23856 West Andrew Road, Unit 103, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099



Mr. Kurt Corrigan
Hillgrove Avenue Roadway and Streetscape Improvements
Hillgrove Avenue (between Wolf Rd. & Hampton Ave.)
Western Springs, IL-60558

3/2/2026
Proposal No. 2025-3513-027P

Authorization

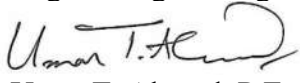
We are submitting this proposal in two copies for acceptance. When it is accepted, we ask that one copy be signed by an authorized representative of the party responsible for payment for these services, and that this copy be returned to us as our authorization to proceed.

We have enclosed with this proposal a copy of our General Conditions. The terms contained in the General Conditions are incorporated herein and are an integral part of this contract for professional engineering services. ACCEPTANCE OF THIS PROPOSAL BY AUTHORIZED SIGNATURE, VERBAL AUTHORIZATION, OR ISSUANCE OF A PURCHASE ORDER, INDICATES THAT YOU UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS PROPOSAL, INCLUDING THE GENERAL CONDITIONS.

Mobilization/demobilization for 7 soil borings 70 lineal feet of drilling and sampling, routine laboratory testing, and the geotechnical exploration report with logs	\$ 7,000.00
7 Pavement Cores	\$1,400.00
2 Percolation/Infiltration Tests	\$4,000.00
Total	\$12,400.00

If you have any questions regarding this proposal, please contact us.

Sincerely,
Engineering Testing Laboratories


Umar T. Ahmad, P.E.
Senior Project Engineer

Enclosures:
Important Information regarding your Geotechnical Engineering Proposal
General Conditions for Geotechnical Engineering

ACCEPTED

DATE: _____

FIRM: V3 Companies

AUTHORIZED NAME: _____

WHEN ACCEPTED PLEASE SIGN *THIS COPY* AND *RETURN* IT TO OUR *OFFICE*. THANK YOU.

(Please print)

AUTHORIZED SIGNATURE: _____

NASHnal Soil Testing, LLC.
23856 West Andrew Road, Unit 103, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099



IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING PROPOSAL

As the client of a consulting geotechnical engineer, you should know that site subsurface conditions cause more construction problems than any other factor. Following are some suggestions and observations to help you manage your risks.

Have Realistic Expectations

If you have not dealt with geotechnical issues before, recognize that site exploration identifies actual subsurface conditions only at those points where samples are taken, at the time they are taken. The data derived are extrapolated by consulting geotechnical engineers who then apply their judgment to render an opinion about overall subsurface conditions, how they will react to construction activity, and appropriate design of foundations, slopes, impoundments, and other construction elements. Even under optimal circumstances, actual subsurface conditions may differ from those inferred to exist, because no geotechnical engineer, no matter how qualified, and no subsurface exploration program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

Develop The Subsurface Exploration Plan With Care

The nature of a subsurface exploration program - the types, quantities, and locations of procedures used plays a large role in determining the effectiveness of a geotechnical engineering report and the design based upon it. The more comprehensive a subsurface exploration plan, the more information it provides to the geotechnical engineer, helping the engineer reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered. Geotechnical design begins with development of the subsurface exploration plan, a task that should be accomplished jointly by you and/or your professional representatives and the geotechnical engineer. Mutual development helps assure that all parties involved recognize one another's concerns and the available technical options. Clients who develop a subsurface exploration plan without the involvement of their geotechnical engineers may be required to assume responsibility - and liability - for the plan's adequacy.

Read General Conditions Carefully

Most consulting geotechnical engineers include their standard general contract conditions in their proposals, and it is common for one of these conditions to limit the engineer's liability. Known as risk allocation or limitation of liability, this approach helps prevent problems to begin with, and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of the general conditions explain the geotechnical engineer's responsibilities, in order to help prevent confusion and misunderstandings, and assist all parties in recognizing who is responsible for different tasks.

In all cases, read the geotechnical engineer's general conditions carefully. Speak with the geotechnical engineer about any questions you may have.

Have The Geotechnical Engineer Work with Other Design Professionals

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a geotechnical engineering report. To help avoid misinterpretations, retain your geotechnical engineer to work with other project design professionals who are affected by the geotechnical report. Ask the geotechnical engineer to explain report implications to those design professionals affected by them, and to review other design professionals' plans and specifications to consider the manner in which they have incorporated geotechnical issues. Although other design professionals may be familiar with geotechnical concerns, none knows as much about them as a competent geotechnical engineer.

Realize That Environmental Issues Have Not Been Addressed

If you have requested a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice always to have a site reviewed from an environmental viewpoint. A geotechnical engineer cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.



GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING

I. Scope of Work,

NASHnal Soil Testing, LLC (hereinafter called NST) shall perform the services defined in this contract and shall invoice the client for those services at the rates shown on the attached FEE SCHEDULE. Any estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only as an estimate, unless otherwise specifically stated in the contract. NST will provide additional services under this contract, as required to complete the engineering assignment, and/or as authorized by the Client and requested by the Client with charges for those additional services at the stated rates.

II. Soil Boring Locations and Elevations

It is desirable for NST to use its expertise in determining the number, depth, and locations of borings. However, it is understood that the Client may specify the number, location, or depth of borings. NST agrees to follow the Client's specifications to the extent practical. If the Client specifies the number, depth or locations of borings, Client agrees to accept the risk associated therewith, and agrees to indemnify and hold harmless NST from the claims of others arising there from. To the extent that the Client does not specify the number, locations, or depth of borings, such will be selected by NST personnel. NST will determine the ground surface elevations at the boring locations. If a benchmark is not available on the site, the elevations may be estimated from the topographic map (if one is provided). In using survey data provided by the Owner (for horizontal and vertical control), NST assumes no liability or responsibility to verify the accuracy of the survey data; we assume the survey data and/or benchmark elevations are correct as given. When NST uses a benchmark provided by the local municipality, county, or the state, we likewise assume no liability or responsibility in verifying the correctness of the elevation.

Since NST does not practice in the profession of land surveying, boring locations will be located in the field within the accuracy feasible. When the property lines are not surveyed and staked it may be necessary to approximately locate the borings by reference to available landmarks and landforms. In some cases, NST will request the Owner to either survey the boring locations before drilling starts, or after the completion of drilling. Such surveying will be carried out at no cost to NST. The boring locations shown on the Soil Boring Location Diagram are to be considered as approximate locations only.

III. Access to Site

Unless otherwise agreed, the Client will furnish NST with right-of-access to the site in order to conduct the planned exploration or field service. NST will take reasonable precautions to minimize damage due to its operations. NST has not included in the estimated charges the cost of restoration of any damage resulting from the operations, and will not be liable for such damage, If the Client directs, NST will restore the site and add the cost of restoration to the charges in accordance with personnel and equipment rates indicated on the FEE SCHEDULE.

IV. Utilities

In the prosecution of the work, we will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold us harmless for any damages to subterranean structures, which are not called to our attention and correctly shown or described on the documents furnished.

V. Discovery of Unconfirmed Pollution, Notification to the State

If we observe a substance at the ground surface, in a boring or an excavation, or if we observe a substance in contact with or within the groundwater, which in our professional opinion could potentially pollute surface waters or the groundwater, there is a legal obligation to notify the State of Illinois Emergency Management Agency, in accordance with the provisions of Title 29, Chapter I, Subchapter D, Part 430, (29-IAC-430) "Emergency Response." It is our understanding that this notification must be "immediate," usually interpreted by the Agency to be within 24 hours. We will attempt to notify you, our Client, first to have you do the notification, but if you do not assure us that you will do so, or if we are unable to communicate with you, we will then be obligated to notify the State directly. The requirements of this statute supersede the usual practice of client confidentiality, and Client agrees to hold NST harmless from any consequences arising from such notification.

VI. Invoices

a. Invoices will be submitted once a month or services performed during the prior month, Payment is due upon presentation and is past due alter thirty (30) days of receipt of the invoice, unless specifically arranged otherwise in writing. The Client shall provide NST with a clear written statement within fifteen (15) days after the invoice date of any questions with respect to the invoice. Failure to provide NST with a clear written statement within fifteen (15) days shall constitute acceptance of an invoice as submitted. The Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month eighteen percent (18%) annually on past due accounts but not to exceed the maximum rate by law. The billing rates as described in the Agreement will be increased on the anniversary of the effective date of this agreement.

b. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which NST is not involved, or upon the Client's successful completion of the project. It is agreed that all expenses incurred by NST in liens or collecting a delinquent amount, including but not limited to reasonable attorneys' fees, financial charges, witness personnel, document duplication, organization and storage costs, court costs, travel and subsistence, shall be paid to NST by the Client in addition to the delinquent amount.

VII. Ownership of Documents

NST will furnish two (2) copies of each report to the Client. The Client will be billed for additional copies at the cost of \$25.00 per copy.

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by NST, as instruments of service, shall remain the property of NST.

Client agrees that all reports and other work furnished to the Client or his agents who are not paid for, will be returned upon demand, and will not be used by the Client for any purpose whatsoever.

NST will not retain any records relating to the services performed following submission of the report.

NASHnal Soil Testing, LLC.

23856 West Andrew Road, Unit 103, Plainfield, IL 60585

Ph 630-780-5201, Fax 630-429-9099



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 8.E.

To: Board of Trustees

From: Casey Biernacki, Deputy Village Manager, Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager

RE: (Discussion only) Safe Routes to School Travel Plan Sidewalk Infill Project — Professional Design Engineering Services Agreement With Christopher B. Burke Engineering, Ltd.

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on April 7, 2026 and recommended the approval of a professional design engineering services agreement with Christopher B. Burke Engineering, Ltd. for the preparation of engineering plans and specifications for the Safe Routes to School Travel Plan Sidewalk Infill Project in an amount not to exceed \$99,975.00

Summary

The Safe Routes to School Travel Plan Sidewalk Infill Project implements key recommendations from the Village's recently completed Safe Routes to School (SRTS) Travel Plan by addressing priority sidewalk gaps in three (3) general areas of the community. A location map showing these areas is included in the agenda packet.

Staff requested a design engineering proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) to prepare final plans and bid documents for sidewalk infill improvements. The project includes new sidewalk segments and Americans with Disabilities Act (ADA) compliant curb ramp upgrades at the following locations:

- 53rd Street
- Central Avenue
- Garden Avenue
- Maple Street
- Forest Avenue
- Prospect Avenue

A map is included showing the proposed locations and scope of improvements. These locations were identified as priority locations for sidewalk infill in the SRTS Travel Plan.

CBBEL's proposal includes field review, survey, geotechnical work, preparation of engineering plans and specifications, cost estimating, bidding assistance, public education, and project coordination. These services will provide the Village with all necessary design documents to bid and construct the project.

Design engineering is expected to be completed this calendar year, with construction possible in 2027, subject to the project’s inclusion in the Village’s 2027 budget.

CBBEL proposes a not-to-exceed fee of \$99,975, inclusive of direct costs.

Financial Impact

Account 4801365 50331
Fund Referendum Fund
2026 Budget \$100,000
Project Cost Not to exceed \$99,975.00

Recommended Motion

I move to approve a professional design engineering services agreement with Christopher B. Burke Engineering, Ltd. for the preparation of engineering plans and specifications for the Safe Routes to School Travel Plan Sidewalk Infill Project in an amount not to exceed \$99,975.00.

Strategic Plan Alignment

- Public Safety and Community Engagement
- Infrastructure Improvements

File Attachments

1. Western Springs 2027 Sidewalk Infill Project
2. 2027 Sidewalk Infill Project Location Map



CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

March 24, 2026

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

Attention: Casey Biernacki – Deputy Village Manager

Subject: Proposal for Professional Design Engineering Services
2027 Safe Routes to School Travel Plan Sidewalk Infill Project
Village of Western Springs, Illinois

Dear Mr. Biernacki,

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the final design effort for the 2027 Safe Routes to School Travel Plan Sidewalk Infill project in the Village of Western Springs (Village). Included in this proposal are our Understanding of Assignment, Scope of Services, and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village desires for CBBEL to provide site investigation and engineering design services necessary to develop final engineering and prepare bid documents for the 2027 Safe Routes to School Travel Plan Sidewalk Infill project. The purpose of this project is to eliminate select gaps in the Village’s sidewalk network so that a continuous sidewalk/access route (“access route”) is provided on at least one side of the street throughout the project limits. The improvements are generally anticipated to include:

- Construction of new sidewalks and curb ramps along with associated grading, restoration, etc. in compliance with ADA and PROWAG requirements.
- Tree removals, tree pruning, and tree root pruning where necessary to accommodate the sidewalk improvements

Based on discussion with Village staff and our review of the 2021 Forest Hills Sidewalk Feasibility Study, below is a summary of the overall limits of work:

Street	From	To	Segment Length (ft)	Side of Street	New Sidewalk (ft)
53 rd Street	Fair Elms Avenue	Wolf Road	2,150	South	1,500
Central Avenue	55 th Street	47 th Street	5,200	East	1,050*
Garden Avenue	North End	Maple Street	1,800	TBD	1,300
Maple Street	Hampton Avenue	Forest Avenue	250	South	250
Forest Avenue	Maple Street	Chestnut Street	800	West	250
Prospect Avenue	Chestnut Street	Hillgrove Avenue	1,500	East	425

*A mid-block crossing consisting of new curb ramps and pavement striping will be installed on Central Avenue approximately 650' north of 53rd Street.

In addition to designing infill sidewalk segments, CBBEL will review ADA compliance at existing curb ramps along the selected access route on each street (one side of the street only) within the project limits and incorporate any necessary improvements into the project. This project includes only sidewalk/curb ramp work, and designing other improvements such as roadway or parking area reconstruction/resurfacing and retaining walls over two feet high are excluded from this effort.

This proposal includes topographic survey, soils investigation for LPC-663, final engineering design, preparation of plans, specifications and cost estimate, public involvement, and bidding assistance.

SCHEDULE

This proposal assumes that notice to proceed will be issued to CBBEL in April 2026. We anticipate completing the tasks outlined in this proposal in late 2026 to allow bidding to occur in late 2026/early 2027 and construction to start in Spring 2027. Preliminary design/cost estimating will be completed by August 2026 to provide budgetary costs to the Village for planning purposes.

SCOPE OF SERVICES

Based on our extensive experience with similar projects, our anticipated Scope of Services is detailed below:

Task 1 – Data Collection and Field Reconnaissance: CBBEL will perform a thorough field reconnaissance of the existing conditions within the project limits, including verification of the topographic survey, confirmation of sidewalk and crossing improvement locations, and identification of ADA issues along the access route.

Task 2 – Topographic Survey: CBBEL will perform topographic survey of the proposed sidewalk infill locations along with survey of up to four (4) existing sidewalk ramp corner locations along access routes within the project limits. The following scope items will be included in this task:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation (NAD83 (2011) horizontal control datum).
2. Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).
3. CBBEL will field locate all pavements, driveways, bike paths, curbs and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, garage face with entry finished grade, etc. within the project limits.
4. CBBEL will field locate all trees of 6-inch caliper or greater within the survey limits (Tree Line only for heavily forested areas), and record tree size, location and elevation on survey.
5. Establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
6. CBBEL will survey cross sections along the project limits at 50' intervals, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.
7. CBBEL will field-locate all aboveground utility infrastructure within the survey limits such as water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. For each structure, we will identify size, type, rim, and invert elevations. Structure Detail Field Note Sheets will be included with final product.
8. Office contouring of field data and one-foot contour intervals.
9. Drafting the Existing Conditions Plan base sheets at a scale of 1"=20' for use during design.

Task 3 – Geotechnical Investigation (LPC-663 Analysis): A Geotechnical Investigation will be performed by CBBEL's subconsultant, Seeco Consultants (Seeco). The investigation will include only LPC-663 certification of the existing soils to confirm they will be accepted at a local dump site. This assumes no flagmen are required to take the samples. A summary report will be prepared which describes the sampling procedures

and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Geologist. The LPC-663 Form will be included as an attachment to the report.

Task 4 – Pre-Final (90%) Plans, Specifications and Estimate: CBBEL will design and prepare Pre-Final (90%) contract documents consisting of plans, specifications, estimate of time, and an itemized estimate of construction cost. The plans will be prepared in accordance with applicable Village and IDOT design criteria, and are anticipated to include the following sheets:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	2	2
General Notes/Summary of Quantities	1	4	4
Alignment, Ties and Benchmark Sheets (1"=50')	2	4	8
Typical Sections	2	4	8
Removals, Erosion Control, and Tree Protection	7	6	42
Roadway Plan and Profile (1"=20')	10	16	160
Basic ADA Grading Details (non-IDOT)	4	6	24
Cross Sections	18	4	72
Specifications	--	--	16
Cost Estimate/Quantities	--	--	16
TOTAL	45		352

Utility atlas information will be obtained from JULIE for reference during the design, but a comprehensive utility coordination effort and drafting of existing utilities into the plans is not included due to the shallow nature of the anticipated sidewalk improvements.

All contract special provisions will be prepared in IDOT standard format. Structural design of retaining walls over two feet high area excluded from this task.

This task excludes permitting.

Task 5 – Bid Documents (100%): CBBEL will finalize the plans, specifications, and estimate for public bidding by the Village. The requested number of copies of plans and specifications will be submitted to the Village and any review agencies for their files. A final estimate of cost and estimate of required working days will also be prepared. In addition to printed copies, we will provide the plans, specifications and estimate to the Village in electronic format.

CBBEL will facilitate advertisement of the project in the IDOT Local Roads bulletin. We assume any newspaper and other media advertisements will handled by the Village outside of this agreement.

Task 6 – Bidding Assistance: CBBEL will make the plans available to prospective bidders via QuestCDN, manage the QuestCDN online bidding, attend the pre-bid meeting, attend

the bid opening, tabulate the bids and make recommendations to the Village, prepare contracts for the successful bidder, and attend the preconstruction meeting.

Task 7 – Public Information Meeting: If necessary, CBBEL will assist the Village with conducting a Public Information Meeting to disseminate project information to project stakeholders and the general public. We recommend holding the public information meeting towards the end of the final design, when details such as construction schedule and property-specific impacts have been finalized. We have budgeted for preparation and attendance at one (1) public meeting by one (1) CBBEL staff member. CBBEL will prepare basic aerial overview exhibits for the Public Information Meeting, which is anticipated to be an Open House format.

Task 8 – Project Meetings, Coordination and Management: CBBEL will coordinate with the Village and project stakeholders throughout the project. In addition to phone conversations and written and electronic coordination, it is anticipated that up to two (2) meetings with Village staff will be needed during final design development of the project. CBBEL will prepare agendas, presentations and meeting exhibits as requested by the Village. Following attendance at each meeting, CBBEL will prepare meeting summaries.

CBBEL will manage the day-to-day work effort on the project to ensure an efficient project development process including work force allocations, budget oversight, monthly progress reviews to ensure project milestones are being met to the extent possible, and periodic progress coordination meetings.

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

<u>Task</u>	<u>Fee</u>
Task 1 – Data Collection and Field Reconnaissance	\$ 5,550
Task 2 – Topographic Survey	\$ 20,750
Task 3 – Geotechnical Investigation (LPC-663 Analysis)	\$ 3,380
Task 4 – Pre-Final (90%) Plans, Specifications and Estimate	\$ 46,135
Task 5 – Bid Documents (100%)	\$ 11,250
Task 6 – Bidding Assistance	\$ 3,280
Task 7 – Public Information Meeting	\$ 4,980
Task 8 – Project Meetings, Coordination and Management	\$ 4,500
Direct Costs	\$ 150
TOTAL NOT-TO-EXCEED FEE: \$ 99,975	

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us at any time.

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND
CONDITIONS ACCEPTED FOR THE VILLAGE OF WESTERN SPRINGS:

BY: _____
TITLE: _____
DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026**

<u>Personnel</u>	<u>Hourly Rate</u>
Engineer VI	290
Engineer V	250
Engineer IV	215
Engineer III	190
Engineer I/II	165
Survey V	250
Survey IV	235
Survey III	215
Survey II	170
Survey I	145
Engineering Technician V	230
Engineering Technician IV	205
Engineering Technician III	150
Engineering Technician I/II	135
CAD Manager	225
CAD Technician II	165
CAD Technician I	145
GIS Specialist III	190
GIS Specialist I/II	165
Landscape Architect II	215
Landscape Architect I	190
Landscape Designer III	165
Landscape Designer I/II	130
Environmental Resource Specialist V	250
Environmental Resource Specialist IV	205
Environmental Resource Specialist III	175
Environmental Resource Specialist I/II	150
Environmental Resource Technician	150
Business Operations Department	170
Project Specialist	125
Engineering Intern	95
Transportation Planner VI	290
Transportation Planner V	250
Transportation Planner IV	215
Transportation Planner III	190
Transportation Planner I/II	165
Communications V	220
Communications IV	195
Communications III	170
Communications I/II	150

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

These rates are in effect until December 31, 2026, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice 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. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

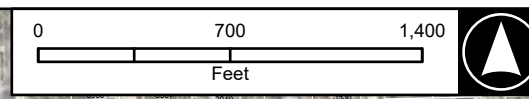
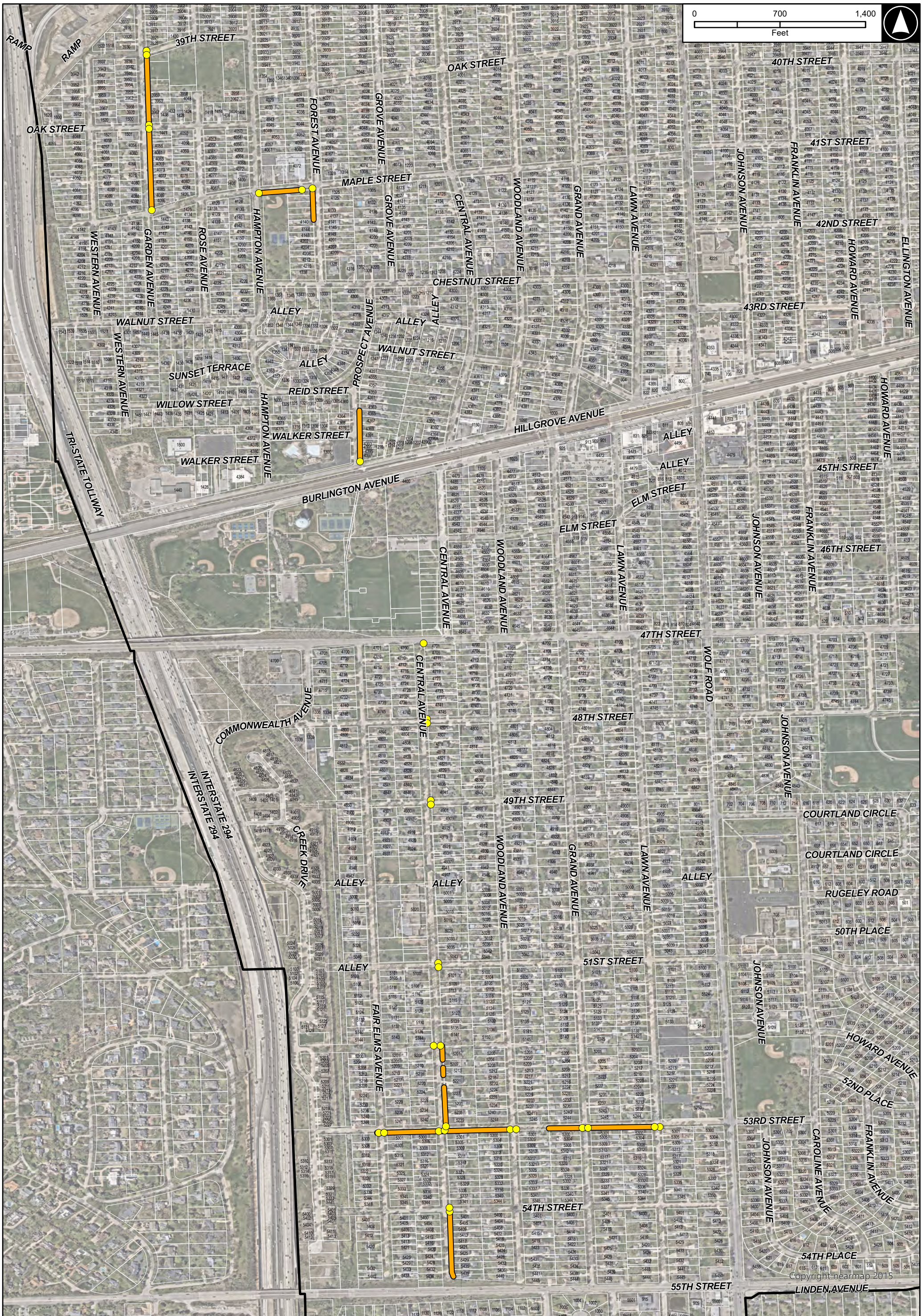
When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



CLIENT: 

TITLE: **2027 SIDEWALK INFILL PROJECT LOCATION MAP**

PROJ. NO. P260145
 DATE: 03/25/2026
 SHEET 1 OF 1
 DRAWING NO.

Legend
 2027 Sidewalk Infill
 ADA Corner Review Location

CB CHRISTOPHER B. BURKE ENGINEERING, LTD.
 16221 W. 159th Street, Suite 201 · Lockport, IL 60441 · (815) 770-2850

DSGN.	SCALE: 1:8,400
DWN.	AUTHOR: DWALTERS
CHKD.	PLOT DATE: 3/25/2026
FILE:	2027 Sidewalk Infill Project Location Map

EXH 1



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 8.F.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent

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

RE: Water System Update

Recommendation

Administrative Update - no action needed

Summary

Combined Radium Levels are Below 5pCi/L

Water Plant personnel have taken two sets of radium samples for the finished water at the water treatment plant since the reverse osmosis membrane filters were replaced between February 17-18, 2026. The quarterly radium sample drawn on February 25, 2026 will be reported to the State IEPA with a combined radium amount of 1.453 pCi/L (picocuries/Liter). The March sample that was collected and analyzed had combined radium results of 3.10 pCi/L. The difference in the amounts measured can be attributed to the position of the well, whether it is the lead well and runs longer versus lag well, and the days that the well has been in the lead. Water Plant Treatment operators switch the positions of the wells to allow recharge. Well 4 has more naturally occurring radium concentrations than Well 3 and Well 5. Additionally, Well 3 Reverse Osmosis (RO) unit has the capacity to treat more water through the membranes than the Well 4 RO unit. Staff have initiated talks with CDM Smith to add more vessels and membranes to RO 4 to increase their capacity in treating and filtering more water.

Scholarship Recipients

Three staff members that will be attending the Illinois Public Service Institute (IPSI) in Effingham from April 26-May 2, 2026 have been awarded scholarships for the training that they will receive. IPSI is an outstanding program that will enhance, aid, educate, and train to make staff more effective and efficient.

Scholarship Recipients include:

Ronald Derengowski, Water Plant Superintendent, scholarship recipient from the ISAWWA

Ubaldo Rodriguez, Supervisor (Public Works), scholarship recipient from APWA

Inga Cebelis, Staff Engineer, scholarship recipient from the APWA

Water Main Breaks

There was an increase in the number of water main breaks that occurred in March and the Village has repaired a total of 15 since the start of 2026. Our neighboring communities have had similar amounts, and Western Springs had been fortunate to have these occur with decent weather for the crews repairing them.

Sodium Hypochlorite Tank Replacement

Water Plant Personnel is gathering information and pricing for a replacement of the sodium hypochlorite storage tank at the water treatment plant. This item was budgeted for \$60,000.00 and staff will be bringing forward a recommendation to the Village Board in the upcoming months.

Financial Impact

N/A

Recommended Motion

No action needed

Strategic Plan Alignment

Infrastructure

File Attachments

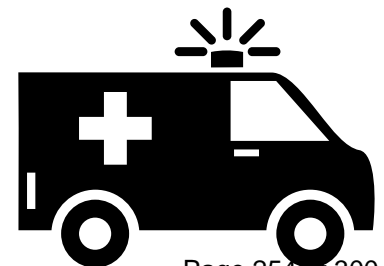
None

DUMP EVERYTHING FOR TOUCH - A - TRUCK



Roll up to the Tower Green and experience the thrill of sitting in big trucks! Children can touch their favorite vehicles, get behind the wheel and meet the people who help build, protect, and serve our wonderful community.

Questions? Please call Diana at 708-246-1800 x204 or email at dpuga@wsprings.com





AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 9.A.

To: Board of Trustees

From: Nancy Flores, Interim Director of Recreation, Mike Kenny, Recreation Supervisor - Athletics

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager

RE: Contract with Titans Sports Training, LLC for Professional Tennis Services(Omnibus Item)

Recommendation

A contract with Titans Sports Training, LLC to provide tennis instruction and program oversight for the 2026 tennis season will be discussed at the April 13, 2026 Properties and Recreation meeting.

Summary

For the upcoming 2026 tennis season, the Recreation Department staff recommend contracting with Titans Sports Training, LLC ("Titans") to provide instruction and oversight of both youth and adult programs. Attached is a proposal and program overview of Titans Sports Training, LLC.

Since 2017, Titans has built a model for growing tennis programs at all levels and ages. If approved, they will bring a high level of expertise, consistent lesson planning, pathways from beginner classes to competitive levels, all while maintaining the local feel of the program. Tennis staff will be hired by Titans directly and Western Springs applicants and staff will be encouraged to apply as part of the coaching staff.

Owner and Program Director Amanda Hanlon's resume is attached for your review. Amanda will provide a pre-recorded video presentation for the Properties and Recreation Committee meeting on April 13, 2026.

Staff recommends a 3-year agreement to allow for program establishment, with both parties having the ability to terminate if desired with appropriate notice given.

We currently budget \$91,525 for staff salaries, \$5,800 for supplies and \$9,590 for fees to the Western Springs Park District.

Financial Impact

Account Prior year funds were included in Salaries, Supplies, and Fees.
Fund Recreation Fund

Participant fees will be set to fund the program. A budget amendment will be proposed to show the off-setting revenue funding the total cost of the program if needed. The estimated total cost is \$93,472 based on 366 youth participants and 286 adult participants. Fees will be set with a 70%/30% split, Titans will receive 70% and the Recreation Fund Revenue will receive 30% of the fees.

Recommended Motion

I move to approve a 3-year agreement with Titans Sports Training, LLC to provide professional tennis programming for FY2026.

Strategic Plan Alignment

Community Engagement

File Attachments

1. Amanda Hanlon Resume (1)
2. Tennis_Titans_Western_Springs_Deck.pptx (1)
3. Resolution No. 26-_____ re Independent Contractor Agreement (Titans Sports, LLC for Tennis Instruction Program) - BOT Appr 4.13.26(2107454.1)
4. Independent Contractor Agreement with Titans Sports LLC for Professional Services Coaching Tennis Programing (1.1.2026 to 12.31.2028 Options)

AMANDA HANLON

Sports Programming Director

+630-650-5603

anmh052905@gmail.com

B.S. Organizational Management

www.tennistitans.net

WORK EXPERIENCE

TITANS SPORTS TRAINING, LLC

Owner & Program Director - 09/2017 - Current

- Built Titans Sports Training from the ground up and grew tennis and fitness programs at multiple locations for kids and adults.
- Develops a unique tennis experience for kids of all physical abilities, and from all social and geographical backgrounds, in a safe environment.
- Fosters strong relationships with school principals, program directors, park districts, and the community families we serve.
- Creates and coordinates Jr. Team Tennis programs in our area with support from the Chicago District Tennis Association.
- Designed two websites and launched digital campaigns that included both social media and email to grow programs.

GLOBE UNION INDUSTRIAL GROUP

Marketing Communications Manager - 10/2014-08/2017

Marketing Services & Design Manager - 11/2012-10/2014

Marketing Coordinator - 02/2012 11/2012

- Managed corporate marketing calendar and multi-channel communication strategies for two brands including retail and wholesale programs, SEO & PPC plans, PR, social media, brand building activities, merchandising, and promotions.
- Identified opportunities and collaborated with product development teams to create launch kits with print and digital campaigns contributing to new product sales.
- Capitalized on unmet market needs by performing ongoing customer/market research and demographic profiling.
- Managed regular training sessions for 450+ sales representatives and B2B/B2C customers.

DRF TRUSTED PROPERTY SOLUTIONS

Marketing Coordinator 06/2008 – 12/2011

- Designed marketing collateral materials (both print and electronic) on schedule and on budget.
- Worked with customers in developing case studies, references, and testimonials.
- Managed online marketing campaigns and published write ups on blogs and social networking websites.

AREA OF EXPERTISE

- Youth Sports Program Development & Management
- The ADM Principles (long-term athletic development principles)
- USTA Youth and Adult Tournaments
- Marketing Management
- Digital and Print Media
- Social Media
- Brand Communications
- B2B & B2C Marketing Program Development

VOLUNTEER EXPERIENCE

- President, Event Coordinator Chicago Hawks Hockey Club
- Board of Directors, Serenity Family Outreach
- Team Captain USTA Women's Tennis
- Tournament Director Cookiesforkidscancer.org
- Senior Care Volunteer Tabor Hills

AWARDS

Chicago District Tennis Association

2022 Ace Award

Tournament Director of the Year

EDUCATION

Trinity Christian College

B.S. Organizational Management

Professional Tennis Registry

Certified Tennis Coach

PARTNERSHIP PROPOSAL

Tennis Titans

A complete community tennis program for Western Springs Recreation Department



Established 2017

Building players, pathways, and year-round participation.

Prepared for Western Springs Recreation Department



What Tennis Titans brings to the community

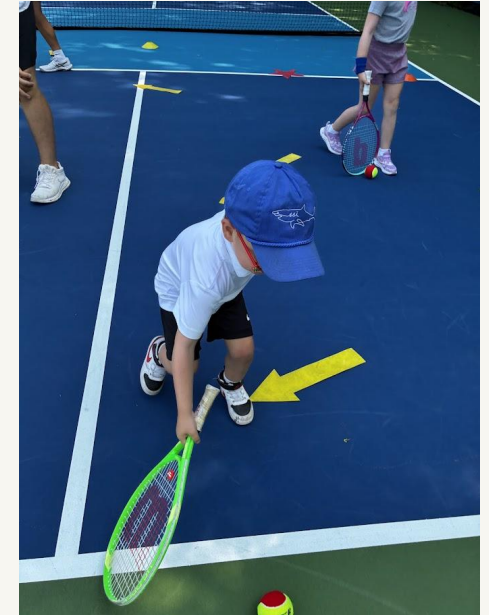
Since 2017, Tennis Titans has built a repeatable model for launching and growing tennis programs that are fun for beginners, organized for families, and developmentally sound for players who want to progress.



A recreation department partner — not just an instructor

What we manage

- Staffing** Recruit, hire, schedule, and train coaches
- Curriculum** Deliver level-based lesson plans and class progression. Reliable class quality across beginner, development, and
- Experience** Create beginner-friendly classes with clear player movement
- Growth** Support team play, match play, tournaments, and club transition



Western Springs gets a program that is easier to manage, more consistent to deliver, and better positioned to retain players over time.

Recommended program menu for Western Springs

A flexible ladder of offerings lets Western Springs serve brand-new players, returning families, and more advanced juniors in one system.

Program	Who it serves	Recommended format
Beginner Intro	New players and first-time families	4–8 week session · 45–60 min · high-engagement small groups
Development Classes	Players progressing through age/ball-level pathways	Level-based curriculum with clear advancement markers
Junior Team Tennis	Players ready for team-based competition	Weekly practice + team match opportunities
Match Play / Competitive Prep	More advanced juniors seeking live play	Supervised match formats, scoring, and tactics
Winter Indoor Program	Players needing year-round continuity	Gym-based delivery when outdoor courts are unavailable



Coach quality, safety, and consistency



SAFETY STANDARD

All coaches over the age of 18 are SafeSport trained.

- Recruiting**
Coaches are selected for energy, reliability, and ability to teach youth players.
- Training**
Every coach is trained in Tennis Titans class flow, expectations, and teaching standards.
- Lesson Plans**
Comprehensive lesson plans ensure each level is organized, repeatable, and age-appropriate.
- Consistency**
Families experience a clear, professional standard across sessions and locations.

Result: a safer program with stronger instruction and easier oversight for the department.

Outdoor seasons plus indoor gym options



OUTDOOR SEASON

Western Springs can offer tennis beyond the outdoor season by moving programming into gyms when weather or court availability changes.
Keeps players engaged year-round and protects momentum between sessions.

INDOOR GYM PROGRAM

More than lessons: match play, tournaments, and next-step guidance



Players who want more can keep growing inside the Tennis Titans system.

Junior Team Tennis

A fun bridge into organized competition and team camaraderie.

Match Play

Supervised live play that builds confidence, scoring knowledge, and tactical decision-making.

USTA + Club Guidance

Support for tournament pathways and assistance with club transition when a player is ready for the next environment.

This pathway helps the department retain families longer because there is always a clear next step.

Tennis Titans Adult Development Pathways

Tennis Titans offers **dynamic adult programming designed for players of all levels**, whether they are picking up a racquet for the first time or looking for competitive match play. Our goal is to create **fun, social, and development-focused tennis experiences** that help build a strong tennis community.



Let's build a lasting tennis pathway in Western Springs

Tennis Titans gives the department a structured way to introduce new players, develop returning families, and provide clear next steps for juniors who want more.

Key outcomes

- Safer staffing with trained adult coaches
- Consistent lesson plans across levels
- Year-round options with indoor gym programs
- Pathways from beginner classes to competition

Thank you

Tennis Titans · Established 2017

Draft 4.9.26
RESOLUTION NO. 26-_____

VOTE:
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: April 13, 2026.
OTHER: None.

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN INDEPENDENT
CONTRACTOR AGREEMENT BETWEEN THE
VILLAGE OF WESTERN SPRINGS AND TITANS
SPORTS TRAINING, LLC FOR THE CONDUCT OF
TENNIS INSTRUCTIONAL COACHING PROGRAMS
FOR THE VILLAGE OF WESTERN SPRINGS
RECREATION DEPARTMENT (INITIAL TERM:
APRIL 13, 2026 THROUGH DECEMBER 31, 2028)**

WHEREAS, the Village of Western Springs (the “Village”) offers a variety of recreational programs to Village residents and the public as part of its Recreation Department programs; and

WHEREAS, the President and Board of Trustees of the Village (“Village Board”) desire to enter into the attached “INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES (Titans Sports Training LLC for Coaching and Managing Tennis Programs for the Village of Western Springs Recreation Department)”, which is attached hereto as **Exhibit “1”** and made a part hereof (the “Agreement”), for purposes of allowing Amanda Hanlon of Titans Sports Training, LLC (the “Consultant”) to provide coordination of tennis instructional services and other specific tennis program services to the public as part of the Village’s Recreation Department Tennis Program, as further described in the Agreement (the “Services”); and

WHEREAS, the Consultant desires to enter into the attached Agreement for the purpose of providing the Services in accordance with the terms, provisions and conditions set forth in the attached Agreement; and

WHEREAS, the fees that are payable to the Consultant relative to the performance of the Services are set forth in **Exhibit “A”** (“Scope of Services and Fee Schedule for Services”) of the Agreement; and

WHEREAS, at an open public meeting held on April 13, 2026, the Properties and Recreation Committee (the “Committee”) reviewed the terms of the attached Agreement, received input from Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the Agreement; and

WHEREAS, at an open public meeting held on April 13, 2026, the Village Board reviewed and discussed the Agreement and the Committee’s recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its April 13, 2026 meeting, the Village Board accepted the Committee’s recommendation to approve and enter into the Agreement; and

WHEREAS, in accordance with the statutory authority and the intergovernmental cooperation powers granted by Article VII (Local Government), Section 6 (Local Government) and Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970 and the applicable provisions of the Illinois Municipal Code, including 65 ILCS 5/8-1-7 and 65 ILCS 5/11-95), the Village Board is authorized to enter into the attached Agreement and find and determine that it is protective of the health, welfare and safety of and in the best interests of the Village of Western Springs to approve and enter into the Agreement with the Consultant.

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

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

SECTION 2: Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village approve the Agreement, substantially in the form attached hereto as **Exhibit "1"**, and authorize and direct the President and Clerk of the Village of Western Springs, or their designees, to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and such other documents as are necessary to fulfill the Village's obligations under the Agreement.

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

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

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

PASSED by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 13th day of April, 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

Exhibit "1"

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
(Titans Sports Training LLC for Coaching and Managing Tennis Programs for the Village
of Western Springs Recreation Department)**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. 26-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND TITANS SPORTS TRAINING, LLC FOR THE CONDUCT OF
TENNIS INSTRUCTIONAL COACHING PROGRAMS FOR THE VILLAGE OF WESTERN SPRINGS
RECREATION DEPARTMENT (INITIAL TERM: APRIL 13, 2026 THROUGH DECEMBER 31, 2028)**

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 13th day of April, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 13th day of April, 2026.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ___ day of April, 2026.

Edward Tymick, Village Clerk

VILLAGE OF WESTERN SPRINGS

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

Titans Sports Training LLC for Coaching and Managing Tennis Programs for the Village of Western Springs Recreation Department)

This **INDEPENDENT CONTRACTOR AGREEMENT** (the "Agreement") is made this ___ day of April 2026, by and between the Village of Western Springs (the "Village" or "Western Springs"), an Illinois municipal corporation, with its principal office at 740 Hillgrove Avenue, Western Springs, Illinois 60558, and Titans Sports Training LLC (the "Consultant"), for purposes of the Consultant providing certain professional services to the Western Springs Recreation Department ("Recreation Department") in the role of Head Coach and Coordinator of Tennis Programming. The Village and the Consultant are at times referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Village and the Consultant are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, and pursuant to the Village's statutory authority and powers, the Parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant to perform the following professional services, as identified below (the "Services"):

Consultant Name ("Consultant")	Titans Sports Training LLC
Address	_____
City, State, Zip	_____
Phone	630-650-5603
Email	tennistitansinfo@gmail.com
Services/Position Description	Coaching services to the Recreation Department in the role of Head Coach Coordinator for Tennis Programming.
Fee Schedule for Services	See attached Exhibit "A" From April 13, 2026 through December 31, 2028 subject to termination below; See attached Exhibit "A"
Term and Service Completion Date	_____

B. Representations of Consultant. The Consultant represents that they are financially solvent, has the necessary financial resources and adequate, competent support staff, and is sufficiently experienced and competent to perform and complete the Services that are set forth in the **Scope of Services and Fee Schedule for Services** attached hereto as **Exhibit "A" ("Services")** in a manner consistent with the standards of professional practice, care and diligence practiced by professionals who perform services of a similar nature.

C. Independent Contractor. The Consultant is retained by the Village only for the purposes and

to the extent set forth in this Agreement, and the Consultant's relationship to the Village shall, during the term of this Agreement and period of its Services hereunder, be that of an independent contractor. The Consultant shall be free to dispose of such portion of the Consultant's entire time, energy and skill during regular business hours when the Consultant is not obligated to devote time to performing their Services hereunder to the Village, in such manner as the Consultant sees fit and to such persons, firms or corporations as the Consultant deems advisable. It is acknowledged that, at all times, the Consultant is separate and independent from the Village and that the Consultant will utilize a high level of skill necessary to perform the Services assigned to them under this Agreement. The Consultant agrees that it is an independent contractor, as defined and covered under the Freelance Worker Protection Act (820 ILCS 193/). Consistent with the 2024 U.S. Department of Labor Final Rule: Employee or Independent Contractor Classification Under the Fair Labor Standards Act (89 FR 1638) and Reporting Newly Hired Employees (Public Act 103-0343) ("2024 Final Rule") and the Social Security Act ("SSA"), the Consultant further agrees that it is independent contractor, as that term is used in the 2024 Final Rule, because it is a worker who, as a matter of economic reality, is not economically dependent on an Village for work and is in business for themselves. The Consultant agrees that it is responsible for setting its own scheduling, supervision of the activities covered by this Agreement, price setting of the fees it charges under this Agreement, it controls its own ability to perform the work under this Agreement, the Services performed by the Consultant are integral to the Consultant's business, but are not integral to the principal business of the Village, and the specialized skills and initiative of the Consultant in performing under this Agreement are unique to the Consultant and are not dependent upon training by the Village.

The Consultant shall not be considered as having an 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. The Consultant 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. As an independent contractor, it is the responsibility of the Consultant to 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 their profession. As an independent contractor, the Consultant agrees that they are 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 Agreement is terminated or if they are injured performing any Services under this Agreement. The Consultant agrees to assume all risk of death, illness and injury relative to performing any Services under this Agreement. The Consultant is an independent contractor and not a Village employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Illinois Worker's Compensation Act (820 ILCS 305/1, *et seq.*).

D. Equipment. The Consultant shall provide all of their own equipment required for the performance of the Services under this Agreement.

SECTION 2. SCOPE OF SERVICES.

A. Services. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services as set forth in the **Scope of Services and Fee Schedule for Services** attached hereto as **Exhibit "A"**.

B. Commencement; Term; and Service Completion Date. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). **The Consultant shall diligently and continuously perform the Services until the completion of the Services or upon the termination of this Agreement, or, if applicable, the Services shall be completed on or before the "Services Completion Date" set forth in Exhibit "A" ("Term").** The Parties may mutually agree, in writing, to modify the Term or the Service Completion Date. Delays caused by the Village shall extend the Term and the Service Completion Date in equal proportion to the delay caused by the Consultant; provided, however, that the Consultant shall be

responsible for completion of all work within the Term and by the Service Completion Date, notwithstanding any strike or other work stoppage by employees of either the Consultant or the Village.

C. **Reporting.** Upon request, the Consultant shall report to the Village Manager, the Director of Recreation or their designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Fee for Services.** The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified in **Exhibit "A"**. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D. or 3.E. of this Agreement. Only the Village Manager, in their sole discretion, has the authority to approve additional hours of work beyond the maximum hours of work per week (i.e., additional compensation) under the terms of this Agreement; the Recreation Department and the Director of Recreation do not have the authority to approve additional hours of work beyond the maximum hours of work per week or additional compensation for the Consultant.

B. **Invoices and Payment.** The Consultant shall submit monthly invoices in an approved Village format to the Department of Finance at AP@wsprings.com for the actual fees earned and eligible, reimbursable costs incurred by the Consultant in performing the Services through the date of the invoice. The amount billed in each invoice shall be for completed Services (i.e., no-prepayment for Services yet to be performed) and shall be based solely upon the rates set forth in **Exhibit "A"**. The Village shall pay to the Consultant the amount billed within approximately thirty (30) days after receiving such an invoice.

C. **Records.** The Consultant shall maintain records showing actual time devoted, type of work performed per classification and actual out-of-pocket costs incurred, shall submit such records in support of its invoices, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement.

D. **Claim for Additional Fees for Services.**

1. The Consultant shall provide written notice to the Village Manager of any claim for additional compensation for Additional Services (defined below) that are outside of the agreed-upon Services listed in **Exhibit "A"** that are requested by the Village or its Recreation Department or the Director of Recreation, within five (5) days after the request for Additional Services by the Village or its Recreation Department or the Director of Recreation.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1. of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation or as the authorization to perform the Additional Services; and (b) any changes in the Fee for Services shall be valid only upon written amendment pursuant to Section 6.J. of this Agreement.

3. Regardless of the decision of the Village Manager relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village Manager, without interruption.

E. **Additional Services.** The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the Village, anyone associated with the Village, the Recreation Department or the Director of Recreation, except upon the prior written consent of the Village Manager.

F. **Taxes, Benefits and Royalties.** Each payment by the Village to the Consultant includes all applicable federal, state and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Services, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use on, or the incorporation into, the Services, 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 Consultant.

SECTION 4. CONFIDENTIAL INFORMATION AND NON-SOLICITATION.

A. Confidential Information. The term “Confidential Information” shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; the names, addresses or other personal information of persons who are minors and are also participants and registrants in programs offered by the Village; the Village property; user information, including, without limitation, any information pertaining to usage of the Village’s computer system, including and without limitation any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. The Village’s Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“Time of Disclosure”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village Manager or their designee. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information. Notwithstanding any provision in this Agreement to the contrary, the Consultant’s obligations in this Section 4.B. shall survive the termination of this Agreement.

C. Non-Solicitation. The Consultant agrees that, during the Protected Period, the Consultant will not, directly or indirectly, solicit tennis business from any person or family member who is or was a participant in the Village tennis program. This prohibition includes, but is not limited to, inducing or attempting to induce, or influencing or attempting to influence, any such person or family member to use any tennis services offered by the Consultant. Notwithstanding any provision in this Agreement to the contrary, the Consultant’s obligations in this Section 4.C. shall survive the termination of this Agreement.

SECTION 5. INSURANCE AND INDEMNIFICATION.

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 Consultant relative to his/her/its performance of the Services under this Agreement.

B. Insurance – Consultant. The Consultant, at their own cost, shall provide all of their own insurance coverages as applicable to the Services 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 or other employee benefits for or on behalf of the Consultant relative to their performance of the Services under this Agreement. The Consultant’s policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Agreement. Said insurance shall provide that the insurance provided by the Consultant shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Consultant’s insurance. Notwithstanding any provision in this Agreement to the contrary, the Consultant’s obligations in this Section 5.B. shall survive the termination of this Agreement.

C. Indemnification. To the fullest extent permitted by Illinois law, the Consultant shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Consultant’s performance of the Services under this Agreement, but only

to the extent caused by the negligent act, misconduct or omission of the Consultant or anyone or entity directly or indirectly employed by the Consultant for whose acts Consultant may be liable.

To the fullest extent permitted by Illinois law, the Village shall indemnify, defend and hold harmless the Consultant from all claims, demands, lawsuits, actions, costs (including litigation expenses and Consultant's attorneys' fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Village's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Village or anyone or entity directly or indirectly employed by the Village for whose acts the Village may be liable.

Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 5.C. shall survive the termination of this Agreement.

D. Waiver and Assumption of Liability. The Consultant assumes all liability for personal injuries or illness of any kind or death that might occur to himself while acting under this Agreement. The Consultant assumes all liability and responsibility for their personal property while performing any work or Services under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 5.D. shall survive the termination of this Agreement.

E. 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 Consultant as the result of the execution of this Agreement. Notwithstanding any provision in this Agreement to the contrary, the operation of this Section 5.E. shall survive the termination of this Agreement.

SECTION 6. GENERAL PROVISIONS.

A. Conflict of Interest. The Consultant represents and certifies that, to the best of his/her/its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant 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.

B. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government 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 the Village of Western Springs, unless the Consultant 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.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Consultant shall be liable to the Village of Western Springs for any loss or damage that the Village of Western Springs may suffer, and this Agreement shall, at the Village's option, be null and void.

C. Termination. Either Party may terminate this Agreement at any time for any reason upon 120 days ~~written~~ notice to the non-terminating Party, or upon shorter notice if termination would not affect the Village's ability to conduct a continuing program and the parties are in mutual agreement as to the termination. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to the date of the termination notice, provided that the Consultant is not in default under this Agreement.

D. Compliance With Laws and Grants.

Commented [EB1]: We need notice - maybe 90 days? Maybe on or before October 1 each year? If they quit on May 1, we would have to cancel tennis completely for the year or we would be scrambling to pick it up and I don't know how we would do it.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Services, and with all applicable statutes, ordinances, rules and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.* The Consultant shall also comply with all conditions of any federal, state or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4)). The Consultant certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party to this Agreement certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

2. **Compliance With Grant Regulations.** All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the Village with respect to this Agreement. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services. The Village will inform the Consultant of any known grant funding and regulations that apply to the Services to be performed under this Agreement.

3. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors', performance of, or failure to perform, the Services or any part thereof.

4. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

5.

E. Default. If it should appear at any time that the Consultant has failed or refused to perform, or has delayed in the performance of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within five (5) business days after the Consultant's receipt of written notice of such Event of Default from the Village Manager, or their designee, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this

Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

F. No Third-Party Agreements Without Village Approval. The Village shall not be liable to any vendor or third party for any agreements of any kind made by the Consultant without the knowledge and approval of the Village Manager.

G. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with direction and such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

H. News Releases. The Consultant shall not issue any news releases, advertisements or other public statements regarding the Services or this Agreement or use the Village logos or trademarks or service marks without the prior written consent of the Village Manager, Director of Recreation, or Communications Manager.

I. Ownership. All documents of any kind, including any photos, reports, information, participant registration lists, team lists, participant consent forms, medical consent forms, and any other data or information, in any form, worked on in cooperation with anyone employed by, retained by or affiliated with the Village or its contractors or prepared, collected or received from the Village by the Consultant in connection with any or all of the Services performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. In consideration of payment of the Fee for Services, the Consultant releases all copyright, proprietary or intellectual property rights in such Documents that they produced or prepared and transfers all ownership rights in such Documents to the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Director of Recreation or their designee.

J. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

K. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other Party.

L. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors and assigns.

M. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four (4) business days following deposit in the U.S. mail, via certified mail, return receipt requested, as evidenced by a return receipt. By notice complying with the requirements of this Section 6.M., each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (i.e., facsimile, email, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

Notices and communications to the Village shall be addressed to, and delivered at, the following

Commented [EB2]: Is this unless it is formally terminated?

Commented [GU3R2]: No, the Agreement cannot be assigned after termination--this is so that the services are performed by the individual Consultant or under her responsibility. She can't sell her business, for example, and our contract with it unless we agreed to that.

address:

Ellen Baer, Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Phone: (708) 246-1800

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address: **SEE CONTACT INFORMATION LISTED ON PAGE ONE ABOVE.**

N. Provisions Severable. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

O. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

P. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Venue for any litigation shall be in the Circuit Court of Cook County, Illinois.

Q. Authority to Execute. The Parties both represent that this Agreement has been approved by their respective corporate boards and the persons executing this Agreement have been properly authorized to do so by its corporate authorities.

R. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

S. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall be determined to be in its best interests from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

T. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

U. Freedom of Information Act. 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. Consequently, the Parties must maintain and make available to the other Party, upon request, their public records relating to the performance of this Agreement in compliance with the FOIA as well as the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*). 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 collect and review the records to decide what information is or is not exempt from disclosure. The Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned'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 Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including, but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Consultant's obligations in this Section 6.U. shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the

Board of Trustees of the Village of Western Springs, and the Consultant have signed this Agreement, and the date of the last signatory will be the effective date of this Agreement and that date has been entered on the first page of this Agreement.

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

TITANS SPORTS TRAINING LLC,
an Illinois limited corporation

BY: _____
Heidi Rudolph, Village President

BY: _____
Amanda Hanlon, Owner

Date: _____, 2026

Date: _____, 2026

ATTEST:

ATTEST:

Name: _____
Edward Tymick, Village Clerk

Name: _____
Witness

Date: _____, 2026

Date: _____, 2026

Exhibit "A"
**SCOPE OF SERVICES
 AND
 FEE SCHEDULE FOR SERVICES**

SCOPE OF SERVICES:

With regard to Youth and Adult tennis programming for the Village of Western Springs Recreation Department:

- Provide coaching and training services, recruit, hire, schedule, and train coaches
- Attend agreed upon classes, tournaments and training events
- Deliver level-based lesson plans and class progression.
- Compliance with the Village of Western Springs Code of Conduct
- Create beginner-friendly classes with clear player movement
- Support team play, match play, tournaments
- Not taking any action that would bring discredit or disrepute to the Village or the Recreation Department
- Any other duties assigned by the Village Manager, the Recreation Department staff and the Director of Recreation

FEE FOR SERVICES:

The fee schedule shall be reviewed yearly and will be updated on or before March 1, prior to the next term, if needed.

Obligation	Maximum Payment
45-60 minute Youth/Junior Classes	\$12.60 per kid/per class
1 ½ hr Adult Classes	\$18.20 per person/per class

*For any Services that are scheduled to be delivered after the expiration date of this Agreement, the Consultant shall only be paid for such Services if this Agreement is renewed or extended and if the Services are actually provided. The "per clinic", "per player" and "per team" fees shall be paid to the Consultant on a monthly, prorated basis (i.e., number of months of the season divided by the total fee). The "per session" fees shall be paid to the Consultant on a monthly basis as the Services are performed.

The "Maximum Payment" amount is the greatest amount the Village shall be liable to pay the Contactor for each obligation, provided the Services are performed in full, and in no event shall the Village be required to pay the Consultant in excess of the "Maximum Amount" for each obligation or for any Services that were not performed. The Consultant shall invoice the Village for its fees for actual Services provided no more than two (2) times per month, and in accordance with Section 3.B. of this Agreement.

Commented [EB4]: Previous sections said monthly, is twice monthly more reasonable or do we keep monthly?

Commented [GU5R4]: This gives the option to do either; I would defer to the Consultant unless 2x/month is administratively burdensome

The Consultant shall not be entitled to payment for an obligation if the obligation is cancelled for any reason with more than twenty-four (24) hours' notice to the Consultant. If the obligation is rescheduled, and if the Consultant meets and attends the rescheduled obligation, the payment for the obligation shall be made.

A payment shall be made if the obligation is cancelled with less than twenty-four (24) hours' notice to the Consultant, unless the obligation is rescheduled, and, in the event of such rescheduling, the Consultant does not meet and attend the rescheduled obligation.

TERM: Unless terminated in accordance with the provisions of this Agreement, the term of this Agreement (the "term" or "Renewal Term") shall be as follows:

Initial Term 2026-2028: Term 2026-2028 shall commence on January 1, 2026 and end on December 31, 2028, subject to completion of the terms of services set forth in this Agreement.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 9.B.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Arbor Day Proclamation for Friday, April 24, 2026 (Omnibus Item)

Recommendation

Consider a recommendation to proclaim April 24, 2026 as Arbor Day and urge all citizens to support efforts to care for trees and woodlands and to support the community forestry program.

Summary

Founded by the Arbor Day Foundation in 1976, the Tree City USA program provides assistance and recognition to incorporated communities that maintain continuously active tree management programs. In 2025, the Village celebrated its 38th year as a Tree City USA community.

To continue our participation in this program, the Village must approve a Proclamation each Spring in addition to its other active tree management programs.

Financial Impact

No financial impact.

Recommended Motion

I move to proclaim April 24, 2026 as Arbor Day and urge all citizens to support efforts to care for trees and woodlands and to support the community forestry program.

Strategic Plan Alignment

N/A

File Attachments

1. Flyer - Arbor Day 2026
2. Arbor Day 2026 Proclamation



CELEBRATE ARBOR DAY!

4/24/26 9 AM

Recreation Center
1500 Walker St.,
Western Springs, IL 60558

PROCLAMATION
ARBOR DAY - APRIL 24, 2026

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our village increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, the Village of Western Springs has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, we, the members of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, acting by and through the Village President, do hereby proclaim April 24, 2026, as Arbor Day and urge all citizens to support efforts to care for our trees and woodlands and to support our village community forestry program; and

FURTHER, we urge all citizens to plant trees to promote the well-being of present and future generations. Gardening makes a world of difference.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Western Springs, Cook County, Illinois to be affixed this _____ day of _____, 2026.

Village President

ATTEST:

Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 13, 2026

AGENDA ITEM 10.A.

To: Board of Trustees

From: Ashlee Jasutis, Deputy Director of Law Enforcement Services, Sean Gilhooley, Director of Law Enforcement Services

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Deputy Village Clerk

RE: (Discussion only) Agreement between Oxcart Permit Systems, LLC and the Village of Western Springs

Recommendation

The Public Health and Safety Committee reviewed this item at their meeting on April 7, 2026 and recommended the approval of an agreement between Oxcart Permit Systems, LLC and the Village of Western Springs.

Summary

An overweight permit is an official authorization that allows a vehicle exceeding legal weight limits to travel on public streets or highways. These permits are part of vehicle and traffic regulations designed to protect infrastructure, such as roads and bridges, and to ensure public safety by minimizing hazards associated with heavy loads. In Illinois, the legal maximum gross vehicle weight is 80,000 pounds unless a permit is obtained.

This local permit is separate from an oversize/overweight permit issued by the Illinois Department of Transportation (IDOT), which applies to state highways. Depending on the route, both local and state permits may be required. Permit fees are structured based on the vehicle's gross weight and the distance of travel. Although there are no officially designated truck routes within Western Springs, Ogden Avenue and Wolf Road serve as primary corridors. These roads function as higher-capacity thoroughfares and are commonly used by commercial truck traffic traveling through or around the village.

Currently, enforcement of overweight truck regulations and the review and approval of permit applications are handled by Western Springs Police Officers who hold state Truck Officer certification. The existing process relies on a paper-based system: applicants complete a physical form, which is then submitted for a truck officer's review. Once approved, payment is made via paper check, after which the permit is issued. This outdated process often results in inefficiencies and delays.

To improve this system, the Western Springs Police Department is requesting approval to

implement services provided by Oxcart Permit Systems LLC. Oxcart maintains an online platform that enables applicants to submit overweight permit requests electronically. The system allows trucking companies to apply for permits across multiple jurisdictions simultaneously as they plan routes.

Under this system, applications are submitted online and reviewed by a certified Western Springs Truck Officer. Upon approval, Oxcart manages the collection of permit fees. This streamlined process enhances efficiency, reduces administrative burden, and improves compliance by making permit applications more accessible and convenient.

Oxcart is used by numerous municipalities across Illinois, including neighboring communities. The system requires applicants to pay a service fee directly to Oxcart, and there is no cost to the Village of Western Springs. Collected permit fees are transferred to the Village every month, no later than the tenth day of each month. In 2024, a total of 30 overweight permits were issued, generating \$1,800 in revenue, with an average of \$60 per permit. In 2025, the number of permits issued remained the same at 30; however, total revenue decreased to \$1,200, resulting in an average of \$40 per permit.

Financial Impact

Revenues for overweight local permits were estimated at \$2,000 for FY2026. Staff estimates that this will be exceeded due to the ease of the application process through this system.

Recommended Motion

I move to approve the agreement between Oxcart Permit Systems, LLC and the Village of Western Springs.

Strategic Plan Alignment

Public Safety

File Attachments

1. 20260303 DRAFT Oxcart.Western Springs

Services Agreement

This Services Agreement (this “Agreement”) is made this XX day of MMMM, 2026, by and between Oxcart Permit Systems, LLC, an Illinois limited liability corporation of 440 W Colfax Street Unit 2384, Palatine IL 60078 (“Oxcart”) and the Village of Western Springs, Illinois, a municipal corporation, (“Village”), collectively known as the “Parties.” The term “Customer” shall refer to any third-party requesting permits from the Village.

1. Oxcart Services.

Oxcart shall develop, establish, set up and maintain an internet application which shall include but not be limited to the creation of online local permit applications and the processing of said permit applications, for the Village for the purposes of accepting local permit applications and payment for such permits as set forth herein, which shall be referred to as the “Service.”

- i. All Services provided by Oxcart shall be conducted and accomplished in a professional and workmanlike manner.
- ii. The Service will be made available per the attached Service Level Agreement (Exhibit 1).
- iii. The Service will allow for the acceptance and processing of permit applications as authorized by the Village.
- iv. The Service will be hosted using computer servers contracted by Oxcart, which shall be located within the United States.
- v. Oxcart reserves the right to change computer servers and computer server hosting providers at any time with notice during the term of this Agreement.
- vi. Oxcart reserves the right to update code and/or security measures at any time with notice during this Agreement. Oxcart will maintain a Security Incident Response plan which will be made available upon request to the Village for review.
- vii. The content of the Village web pages within the Service shall be dedicated solely to the Village. The content of such pages shall include but not be limited to:
 1. Application fields necessary to receive, pay for and process a permit.
 2. Maintain user information and icons representative of the Village.
 3. Automated permits, in which permits do not need to be reviewed by the Village, and non-automated permits, in which permits must be reviewed by the Village, as directed by the Village.

- viii. The application will be based upon and processed according to the requirements of the Village's Code of Ordinances. Permit applications will not be enabled for public application until such time as approved by the Village.
- ix. The Service shall provide the Village and Customers with an unlimited number of free user access accounts with which to apply and pay for the issuance of permits and related document submissions.
- x. Oxcart shall process all permit applications (both automated and non-automated). Upon receipt of an automated permit application, Oxcart shall within the time limit set forth in Exhibit 1, contact the Customer with information regarding the approval, denial or approval with pre-programmed conditions of the permit, and, upon approval, collect payment of the Village permit fees and any other applicable fees, and issue the permit. Upon receipt of a non-automated permit application, Oxcart shall within the time limit set forth in Exhibit 1, provide the Village with all information necessary for the Village to review, approve or deny, or establish conditions under which the permit will be granted. Upon the Village's review of a non-automated permit application, Oxcart shall contact the Customer with information regarding the approval, denial, or approval with conditions of the permit, and, upon approval, collect payment for the Village permit fees and any other applicable fees, and issue the permit.
- xi. All payments shall be accepted utilizing an integrated payment processor to accept online payments for the Village. In addition to the Village permit fee, for each transaction, the payment processor will assess the Customer with a fee calculated on the sum of the total of the maximum Village permit fee and the Oxcart Service Fee, plus an additional service fee for each transaction. Payment in full of the Village permit fee, the credit card payment processor fee, the transaction fee and the Oxcart Service Fee will be required in order for the Customer to access the approved permit.
 - 1. Oxcart does not determine the payment processor fees nor transaction fees, which are subject to change at any time without notice. At the time of this Agreement the payment processor fee is 2.9% of the calculated total of the maximum Village permit fee, plus a \$.30 per transaction fee. Oxcart shall promptly notify the Village of changes to these rates as soon as Oxcart becomes aware of the rate change.
 - 2. Upon change of payment processor fees, Oxcart shall update the Village web application to reflect the new rates and notify the Village of the change.

3. Oxcart reserves the right to change or add payment processors at any time with notice to the Village.
 4. In the event a Customer disputes a transaction with their bank, Oxcart will provide notice to the Village and shall withhold the permit fees from the Village until such time the dispute has been resolved.
- xii. Village permit fees shall be collected by Oxcart in accordance with the provisions of the Village's Code of Ordinances.
 - xiii. On or before the tenth business day of each month, Oxcart shall transfer to the Village through ACH direct deposit or bill payment system through the United States Postal Service all Village permit fees for all approved permits for the preceding calendar month, less the credit card payment fee. All Village permit fees shall be paid in full, less any amounts in dispute, by Oxcart each month to the Village. In addition, by the tenth business day of each month, Oxcart shall transmit by email a report providing the name, address, date of payment, date of permit issuance and Village permit fee collected for each permit approved and issued. Such report shall be sent as provided in Section 8.
 - xiv. Oxcart will not disseminate any phone numbers, email addresses or other personal information of Customers other than what is displayed on an approved permit.
 - xv. Oxcart shall maintain permit data for online access by the Village and allow the Village to download Village permit data. Oxcart shall maintain the Village's permit data for a minimum period of seven (7) years or longer if required by law.
 - xvi. Oxcart expressly acknowledges and agrees that as between the Village and Oxcart, the Village is the owner of and has exclusive rights, title and interest in and to customer and/or permit data. Oxcart shall have the right to access and use such customer/permit data solely (i) as necessary to provide the Services, and (ii) for trend analysis that may assist Oxcart in the provision of its services in its business generally, provided that no such trend analysis shall result in the disclosure of any Personal or Confidential Information about or from Customer or its employees or customers. Oxcart will not retain, use, disclose, sell, or otherwise process customer and permit data for any purpose other than the specific purpose of performing the services specified in this Agreement.
 - xvii. Oxcart shall maintain complete and accurate books, records and accounts showing the permits issued and its billings for the Village permit fees and the permit services provided to the Village and the amount collected for Village permit fees. Such books and records shall be made available for examination and audit by the Village at any time during business hours upon 30 days written request.

- xviii. Notwithstanding anything to the contrary in the foregoing, Oxcart is free to upgrade and modify its network, application, and backup infrastructure pursuant to a Systems Maintenance policy which will be available to the Village upon request for review.
- xix. Oxcart may choose to add standard features and upgrades to the application at no additional charge to the Village or Customer. Oxcart reserves the right to add proprietary premium features for Customers at an additional cost to the Customer.
- xx. Oxcart is free to market the Service to other organizations, units of government and customers without exception or exclusion except at the sole discretion of Oxcart.
- xxi. Oxcart is free to use any non-proprietary data at its discretion with notice and approval of the Village.
- xxii. Oxcart shall maintain compliance with the Payment Card Industry Data Security Standard (PCI-DSS) at all times. This includes providing the Village with an annual PCI-DSS compliance certification from a Qualified Security Assessor or through a Self-Assessment Questionnaire, as applicable. Any non-compliance issues identified in such audits must be rectified by Oxcart within an agreed timeframe. Oxcart is also responsible for ensuring all subcontractors processing or handling payment card information adhere to PCI-DSS compliance. Furthermore, Oxcart shall bear all costs related to maintaining PCI-DSS compliance.
- xxiii. Oxcart shall maintain an information security program designed to protect the confidentiality, integrity, and availability of the Village's data, ensuring compliance with applicable laws and industry standards.

2. License

- i. Subject to the terms of this agreement, Oxcart grants the Village a limited, nonexclusive and nontransferable license to access and use the Application on computers or devices owned or otherwise controlled by the Village strictly in accordance with the application's documentation.
- ii. License Restrictions. Licensee shall not:
 - 1. Copy the application, except as expressly permitted by this license;
 - 2. Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the application;
 - 3. Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the application or any part thereof;

4. Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the application, including any copy thereof; or,
5. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the application or any features or functionality of the application, to any third party for any reason.

3. Reservation of Rights. The Village acknowledges and agrees that the application is provided under license on a subscription basis, and not sold, to the Village. The Village does not acquire any ownership interest in the application under this Agreement, or any other rights thereto other than to use the application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Oxcart reserves and shall retain its entire right, title and interest in and to the application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to the Village in this Agreement.

4. Oxcart Representations and Warranties. Oxcart represents and warrants to the Village that:

- i. It holds all necessary third-party government rights, including without limitation all intellectual property rights to any and all applications needed to provide the Service;
- ii. It maintains commercially reasonable electronic security to protect Customer information from third party intrusion;
- iii. It has full power and authority to enter into and fulfill the terms of this Agreement and it has not entered and will not enter into any agreements or activates that will or might interfere or conflict with the terms hereof;
- iv. In performing its obligations hereunder, it shall comply with all applicable laws, rules and regulations of any federal or state regulatory body that has jurisdiction over its activities hereunder.

5. Village Representations and Warranties. The Village represents and warrants to Oxcart that:

- i. It shall encourage all Customers to apply for permits using the Village web page developed by Oxcart. However, the Village is free to maintain an internal system of issuing oversize and overweight permits as it deems necessary.
- ii. It will immediately inform Oxcart of any technological difficulties with the Service;

- iii. It will take all reasonable steps to approve non-automated permits for the Customer within twenty-four (24) hours, on normal business days, of receipt of the permit application from Oxcart except in cases of permits with extenuating circumstances such as extremely large or heavy vehicles which require route studies, surveys, site visits or special engineering;
- iv. It shall provide Oxcart with all pertinent information and policies necessary to adequately configure and maintain the Service as requested by Oxcart. It shall be the responsibility of the Village to update Oxcart with any changes or modifications to the permit requirements or permit structure.
- v. It shall provide Oxcart with the names, email addresses and phone numbers of any Village personnel who will be administratively accessing the application on behalf of the Village;
- vi. It has full power and authority to enter into and fulfill the terms of this Agreement and it has not entered and will not enter into any agreements or activities that will or might interfere or conflict with the terms hereof.

6. Payment and Fees for Service.

- i. As full and complete compensation for the Service to be provided hereunder, Oxcart shall assess a Service Fee to the Customer, in addition to the payment processing fees, as provided in Section 1(xi).
- ii. Upon the effective date of this Agreement, such Service Fee shall be assessed based upon the cost of the assessed Village fee for and as provided in the following Schedule:

Assessed Village Fees	Oxcart Service Fee
\$0.00 - \$59.99	\$6.00 flat fee
\$60.00 - \$99.99	10% + \$1.00
\$100.00 - \$199.99	\$13.50 flat fee
\$200.00 or more	\$16.00 flat fee

From time to time, Oxcart may modify the Service Fee based on market conditions. Oxcart will provide 60 days' notice to the Village of any changes.

- iii. All payments are final and Oxcart will not refund the Customer any monies collected through the payment processor unless the payment was made in error or without authorization, the permit was issued in error or an error occurred which was directly attributable to Oxcart or the payment processor, or the Village requests a refund be processed through the processor for an approved permit to which the processor fee assessed to Oxcart will be deducted from the monthly payment to the Village. Oxcart may elect to refund

monies via check or ACH at its sole discretion, and the Village reserves the right to internally issue Village permit fee refunds to Customers through their finance department or through the Service.

- iv. Oxcart will not store Customer financial information.

7. No Indemnification.

Each Party shall be responsible for its own acts, errors, or omissions and those of its boards, officers, employees, volunteers, and agents. Nothing in this Agreement shall be construed as obligating either Party to indemnify, defend, or hold harmless the other Party in any manner. The Village, as a self-funded and self-insured municipal entity, expressly rejects any indemnification obligation. Any liability incurred by a Party shall be the sole responsibility of that Party, subject to applicable law and limitations.

8. Internet Delays and Limitation of Liability.

- i. **Internet Delays.** The Service may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Neither Party is responsible for any delays, delivery failures other damages resulting from such problems.
- ii. **Limitation of liability.** The application is provided to licensee “as is”. To the maximum extent permitted under applicable law, Oxcart, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Oxcart products and services.

- 9. **Confidentiality.** To the extent permitted by law, Oxcart and the Village shall hold in confidence and not disclose (except on a confidential basis to its employees who need to know) all Proprietary Information received from the other party and shall not use any such Proprietary Information except for the purposes contemplated by this Agreement. Either party shall promptly report to the other any unauthorized disclosure of use of any Proprietary Information of the other party of which it becomes aware and shall take such further steps as may reasonably be requested by the other party to prevent unauthorized use thereof.

As used in this Agreement, “Proprietary Information” shall mean with respect to the Village all confidential and proprietary information, including but without limitation,

all customer, contact, payment data, and files covered by this Agreement. In addition, Proprietary Information shall include all data and other information or material, owned, possessed or used by either Oxcart or the Village which is at any time so designated by such party in writing, whether by letter or by the use of a proprietary stamp or legend, prior to the time any such Proprietary Information is disclosed to the other party. In addition, information which is orally disclosed to the other party shall constitute Proprietary Information if identified as such at such time and if within ten (10) days after such disclosure the disclosing party delivers to the receiving party a written document describing such Proprietary Information and referencing the place and date of such oral disclosure and the name of the employees of the party to whom such disclosure was made. "Proprietary Information" does not include information already known to the public or as defined as a public record and subject to disclosure under the Illinois Freedom of Information Act.

Notwithstanding the foregoing, this confidentiality obligation shall not apply to information if Oxcart or the Village receives a validly issued administrative or judicial order, warrant or other process requiring disclosure of Proprietary Information or if Oxcart or the Village is otherwise required to disclose Proprietary Information in order to comply with any law.

The Village acknowledges that when their employees or customers access or use the application, Oxcart may use automatic means (including, for example, cookies and web beacons) to collect information about the Village or the Village's customer's devices and about use of the application. The Village or their customers also may be required to provide certain information about themselves as a condition for accessing or using the application or certain features or functionality. All information Oxcart collects through or in connection with this application is subject to the Oxcart Privacy Policy. By accessing or using and providing information to or through this application, the Village consents to all actions taken by Oxcart with respect to its information in compliance with the Privacy Policy.

If the Village provides Oxcart with information relating to personal contact information (the "Data") of third parties (e.g. email, mail, telephone, fax), such information shall be provided by the Village free of any charge or fee. The Village warrants that: (i) they make no claim of copyright or other intellectual property rights in the data; (ii) they have all necessary rights to provide the data to Oxcart and warrant that the data was not collected, generated, compiled, obtained and/or being supplied to Oxcart in any manner that would subject Oxcart to legal or regulatory

liability for the use as contemplated herein; (iii) none of the individuals included in the data have “opted out” of receiving future messages from the Village; (iv) the Village providing the data to Oxcart does not infringe upon any rights of any third party; (v) there are no material suits, claims, charges or proceedings currently pending or threatened against the Village relating to the data.

10. Employee Background Checks. Oxcart shall not allow any of its employees or subcontractor personnel to access customer data except to the extent that such individual has received a clean report with regard to each of the following:

- i. verifications of education and work history;
- ii. a 7-year all residence criminal offender record information check; and
- iii. a 7-year federal criminal offender record information check. (A clean report refers to a report with no discrepancies in education or work history and has not been convicted of or entered into a court-supervised diversion program related to felonies or to crimes involving identity theft, misuse of sensitive information, fraud, embezzlement, larceny, perjury, terrorism, or any other breach of trust or fiduciary duty crime.)

However, the requirements of this section shall not apply to the extent forbidden by applicable law.

11. Termination.

- i. This Agreement may be terminated without penalty by either party, without cause, upon sixty (60) days’ notice to the other party.
- ii. Upon the date of termination, any unapproved permit application which has been submitted to the Village through Oxcart will be forwarded to the Village, and Oxcart shall pay to the Village all Village permit fees due and owing to the Village pursuant to the terms of this Agreement. Oxcart will download and transmit all previous permit data belonging to the Village.

12. Notices. Any notices or demands which may be or are required to be given by either party shall be in writing and all notices required to be given or made hereunder shall be given or made either: (a) email at the following email addresses; (b) by hand delivery; (c) by United States certified mail, postage prepaid; or (d) if sent by nationally recognized overnight carrier, addressed to Oxcart or the Village, respectively, at the following addresses, or at such other place as Oxcart or the Village may from time to time designate in writing:

- **VILLAGE REPRESENTATIVE NAME, ADDRESS, CITY STATE ZIP, EMAIL**

- Bryce Baker, COO/Member, Oxcart Permit Systems; 440 W Colfax Street Unit 2384, Palatine IL 60078, bbaker@oxcartpermits.com, or
David Wordhouse, CISO/Member, Oxcart Permit Systems; 440 W Colfax Street Unit 2384, Palatine IL 60078, dwordhouse@oxcartpermits.com

13. Disclosure. Oxcart and the Village may notify existing and prospective customers that the Village online permit application system is provided by Oxcart.

14. Future Modifications. Based on the anticipated ongoing development of the relationship of the parties it is anticipated that it may be necessary to amend this Agreement to conform to developments. Each of the parties agree to cooperate with the other in every reasonable way in negotiating a mutually agreeable amendment of this Agreement should an amendment be necessary or advisable.

15. Nonassignment. Neither party may assign its interest in this Agreement without the prior written consent of the other party.

16. Independent Contractors. Oxcart is and shall be considered an independent contractor and neither Oxcart nor its officers, directors, agents or employees shall be deemed to be an agent, employee or joint venture partner of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture. Oxcart shall be solely responsible for the payment of salary, payroll taxes and worker's compensation insurance for its employees.

17. Survival. Notwithstanding anything in this Agreement to the contrary, the representations and indemnification obligations of the parties, the disclaimer of warranties, return and erasure of Village permit data and Proprietary Information, the limitation of liabilities, the independent contractor status and the governing law and venue provisions and this survival section shall survive any termination of this Agreement and remain binding upon the parties.

18. Governing Law. This Agreement is to be governed by and construed under the laws of the State of Illinois, excluding conflicts of law provisions. The Circuit Court of Cook County, Illinois shall have exclusive jurisdiction of any disputes arising out of this Agreement.

19. No Waiver. No delay in acting with regard to any breach of any provision of this Agreement shall be construed as a waiver of such breach.

20. Entire Agreement. Once signed by both Oxcart and the Village, the Agreement controls over any other prior agreement, written or verbal.

21. Freedom of Information Act. Oxcart understands and agrees that the Village, as a public body, is subject to and obligated to comply with the Freedom of Information Act, 5 ILCS 104/1 *et seq.*, (FOIA) and certain information with respect to the Service provided hereunder may be subject to disclosure in whole or in part under FOIA. Oxcart 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 undersign's possession and provide the requested public records to the Village within two (2) business days of the request being made by the Village. Oxcart agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or related to its failure to provide the public records to the Village under this Contract.

22. Miscellaneous. This Agreement contains the entire agreement between the parties; cannot be modified except in writing and signed by the parties; shall be binding on the parties and their legal representatives, successors and assigns. If any provision of this Agreement is held to be invalid, then the remaining provisions shall remain in full force and effect. This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

OXCART PERMIT SYSTEMS, LLC

VILLAGE OF WESTERN SPRINGS

BY: BRYCE BAKER

BY:



TITLE: COO/MEMBER

TITLE:

DATE: MARCH 03 2026

DATE:

DRAFT

EXHIBIT 1

Service Level Agreement

Oxcart will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week. Down time is defined as the period of time over which the Village and/or Customers are unable to access the Service due to a failure of Oxcart's application.

Scheduled maintenance will be performed from time to time as determined by written and available Oxcart policy which may result in the Application being inaccessible to the Village and/or Customers. Such scheduled maintenance activities are not considered down time. Care will be taken to minimize impact to the Service during normal business hours, considered as Monday through Friday 7:00 AM to 6:00 PM Central Standard Time.

Information regarding the approval, denial, or approval with pre-programmed conditions of a new automated permit application will be sent by Oxcart to the Customer via email within one (1) hour of submittal of the Application. Non-automated permit applications will be sent by Oxcart to the Village for review by the Village via email within four (4) hours of submission by the Customer within the Application. Upon the Village providing Oxcart information regarding the approval, denial, or approval with conditions of the non-automated permit, Oxcart will provide said information to the Customer via email within four (4) hours.

The following items or situations are exempt from the availability service level commitment:

- Down time resulting from issues with the Village's and/or Customer's networks, hardware, or software.
- All internet connectivity and infrastructure issues/failures not attributable to Oxcart's facilities or equipment.
- All internet connectivity and infrastructure issues/failures of internet service providers.
- Service or availability issues related to malicious behavior by the Village or any of its employees, agents or Customers.
- Attacks by third parties (hacks, viruses, etc.) provided that Oxcart has made commercially reasonable efforts to defend against such attacks.
- Events of force majeure, including acts of war, earthquake, flood, acts of God, etc.