AGENDA

BOARD OF TRUSTEES

Regular Meeting: August 10, 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. **Proclamation (President Rudolph)**

   A. Proclamation Celebrating the Western Springs Garden Club 100th Anniversary (Omnibus Item)

5. **Public Comment**

6. **Approval of Meeting Minutes**

   A. July 13, 2026 President and Board of Trustees meeting minutes. (Omnibus Item)

7. **Commission Appointment and Reappointments (President Rudolph)**

   A. Reappointment of Patrick Turner to Plan Commission for a term of three years expiring August 10, 2029. (Omnibus Item)

   B. Reappointment of Andrew Ariens to the Economic Development Commission for a term of three years expiring August 10, 2029. (Omnibus Item)

   C. Appointment of Nick Esterman to the Plan Commission for a term of three years expiring August 10, 2029. (Omnibus Item)

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

   A. Alano Ristorante, 821 Burlington Avenue, Cotto Geneva LLC – Class “B", "G", and "H" Liquor Licenses (Omnibus Item)

   B. Western Springs Park District – Requests for Special Events Liquor License and Temporary Use Permit for Harvest Fest 2026 (Omnibus Item)

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

   A. Budget Amendment for the 2026 Recreation Center Fence Installation Project (Omnibus Item)

10. Planning and Zoning Committee Report (Trustee Fink)

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

A. Professional Service Agreement with V3 Companies for Design Engineering Services for the 2027 Road and Utility Program (Omnibus Item)

B. Professional Service Agreement with HR Green, Inc. for Design Engineering Services related for Grand Avenue Improvements (Omnibus Item)

C. No Cost Change Order No. 1 to Extend Contract Completion Date for the Water Meter Replacement Project (Omnibus Item)

D. Agreement with M&J Asphalt Paving Company, Inc. for the 2026 MFT Asphalt Street Patching & Public Works Yard Pavement Resurfacing Project (Omnibus Item)

E. Leaf Pickup Resident Survey - Update (Discussion Only)

12. Properties & Recreation Committee Report (Trustee Nawrocki)

A. Agreement with Innova Fence for the 2026 Recreation Center Fence Installation (Omnibus Item)

B. Vendor Contract with Daly Fire Protection for the 2026 Fire Sprinkler Repair Project (Omnibus Item)

C. Waive the Competitive Bidding Process and Approve a Contract (PW1925) through Omnia Partners with Garland/DBS Inc. for Roofing Supplies and Services (Omnibus Item)

D. Independent Contractor Agreements with Kensington School, Mattix Music, Premier Illinois, Jo's Footwork, and Montessori School of Western Springs (Omnibus Item)

E. Change Order for Recreation Center Office Furniture Additional Purchase (Discussion only)

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

14. Consideration of and Action on Agenda Items

15. 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?

16. Consideration of an Omnibus Vote

A. A motion to approve the President and Board of Trustees July 13, 2026 meeting minutes.

B. A motion to approve a proclamation recognizing and celebrating the Western Springs Garden Club 100th Anniversary.

C. A motion to approve the reappointment of Patrick Turner to the Plan Commission for a term of three years to expire on August 10, 2029.

D. A motion to approve the reappointment of Andrew Ariens to the Economic Development Commission for a term of three years to expire on August 10, 2029.

E. A motion to approve the appointment of Nick Esterman to the Plan Commission for a term of three years to expire on August 10, 2029.

F. Ordinance No. 26-3330
An Ordinance amending Title 4 (Liquor Control) of the Western Springs Municipal Code relative to the number of Class "H" (Outdoor Liquor Cafe) liquor licenses which can be issued in the Village of Western Springs, Cook County, Illinois (Applicant: Cotto Geneva, LLC D/B/A Alano Ristorante Pub for the operation of an outdoor liquor cafe area located adjacent to the 821 Burlington Avenue building at 821 Burlington Avenue, Western Springs, Illinois).

G. Ordinance No. 26-3331
An Ordinance amending Title 4 (Liquor Control) of the Western Springs Municipal Code relative to the number of Class "B" (Full Service Restaurant with a Patron Bar) liquor licenses which can be issued in the Village of Western Springs, Cook County, Illinois For the retail sale of alcoholic liquor in a restaurant for consumption only within the licensed premises located at 821 Burlington Avenue, Western Springs, Illinois (Applicant: Cotto Geneva, LLC D/B/A Alano Ristorante).

H. Ordinance No. 26-3332
An Ordinance amending Title 4 (Liquor Control) of the Western Springs Municipal Code relative to the number of Class “G” (Fine Wine, Premium Spirits, Premium Beer and Gourmet Food Store License; Premium Spirits, Premium Beer and Wine Only) liquor licenses which can be issued in the Village of Western Springs, Cook County, Illinois for the retail sale of alcoholic liquor in a restaurant for consumption only within the licensed premises located at 821 Burlington Avenue, Western Springs, Illinois (Applicant: Cotto Geneva, LLC D/B/A Alano Ristorante)

I. Ordinance No. 26-3333
An Ordinance approving the creation of a Class "I" (Special Events on Property Owned or Leased by a Not-For-Profit Organization) liquor license for issuance to the Western Springs Park District for the 2026 Harvest Fest special event to be held Saturday, September 19, 2026 in Spring Rock Park.

J. Ordinance No. 26-3334
An Ordinance approving an amendment to the Fiscal Year 2026 Operating Budget to pay for fence materials and installation at the Recreation Center.

K. Resolution No. 26-3026
A Resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and V3 Companies Ltd. of Woodridge, Illinois for design engineering services for the 2027 Road and Utility Program.

L. Resolution No. 26-3027
A Resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and HR Green, Inc. of New Lenox, Illinois for design engineering services for the Grand Avenue Resurfacing Project.

M. Ordinance No. 26-3335
An Ordinance approving and authorizing the execution of no-cost Change Order No. 1 to the contract entered into with Water Services Co., of Elgin, Illinois for the Water Meter Replacement Project, extending the contract end date from September 30, 2026 to December 31, 2026.

N. Resolution No. 26-3028
A Resolution accepting the low bid and authorizing the approval and execution of a construction contract for the 2026 Motor Fuel Tax (MFT) Roadway Resurfacing Project to be entered into with the lowest cost, qualified and responsive bidder M&J Asphalt Paving Company, Inc of Cicero, Illinois, and authorizing the expenditure of Village MFT funds, and/or monies from other lawful sources (contract price: $292,598.52).

O. Resolution No. 26-3029
A Resolution accepting the project base bid and authorizing the approval and execution of the agreement for the Recreation Center fence installation contract to be entered into between the Village of Western Springs and Innova Fence, LLC of Elgin, Illinois, and authorizing the expenditure of Village funds to pay for the project in an amount not to exceed $34,450.00.

P. Resolution No. 26-3030
A Resolution authorizing the execution of a vendor agreement to be entered into between the Village of Western Springs and Central States Automatic Sprinklers, Inc. of Blue Island, Illinois for the repair of the fire sprinkler system at various Village facilities and authorizing the expenditure of Village funds to pay for the project in an amount not to exceed $43,175.00.

Q. Resolution No. 26-3031
A Resolution approving the waiver of the competitive bid process in favor of participation in a joint purchasing cooperative and authorizing the approval and execution of Omnia Partners contract with Garland/DBS, Inc., of Cleveland, Ohio for roofing supplies and services.

R. Resolution No. 26-3032
A Resolution approving and authorizing the execution of independent contractor agreements between the Village of Western Springs and Premier Illinois LLC, Kensington School of Western Springs, Inc., Jo's Footwork Studio, Mattix Music Inc. and Montessori School of Western Springs.

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

18. New Business

19. Old Business

20. Reports

A. Monthly Financial Report (Trustee Martin)

B. Village President Rudolph

C. Village Manager Baer

D. Village Attorney Skrodzki

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

22. **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.

PROCLAMATION

WESTERN SPRINGS GARDEN CLUB 100TH ANNIVERSARY

WHEREAS, in 1926 the Western Springs Garden Club held their first meeting in a local home with the vision of fostering a greater appreciation of nature and to stimulate interest in the protection of forests, wildflowers, and birds;

WHEREAS, the members of the Western Springs Garden Club continue to be involved in our community by maintaining the perennial beds in Spring Rock Park, donating trees to local parks, providing seedling trees to area schools on Arbor Day, and sponsoring a plant and seed exchange, to name a few;

WHEREAS, for the past century, the members of the Western Springs Garden Club have generously shared their time, talents and knowledge to create and maintain beautiful gardens, promote conservation and inspire residents to cultivate their own green spaces;

WEHREAS, the positive impact the Western Springs Garden Club has had on Western Springs can be seen in the beauty found all around our Village.

NOW THEREFORE, the Village of Western Springs does hereby recognize and celebrate the 100th Anniversary of the Western Springs Garden Club and commends its members, past and present, for a century of commitment and dedication to Western Springs.

_____ ATTEST:_____

Village President, Heidi Rudolph Village Clerk, Edward Tymick

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, July 13, 2026

President Heidi Rudolph, Presiding
Call to Order, 7:00 pm
Edward Tymick, Village Clerk

Board Members Present:
Amy Avakian
Alan Fink
Scott Lewis
Karen Martin
Phil Nawrocki

Absent:
Nicole Chen

Village Attorney Present:
Anne Skrodzki, Village Attorney

Staff Present:
Ellen Baer, Village Manager
Heather Valone, Director of Community Development
Matt Supert, Director of Municipal Services
John Mastandona, Director of Finance
Sean Gilhooley, Director of Law Enforcement
Daisy Chavez, Assistant to the Village Manager
Jill Izzo, Deputy Village Clerk

Electronic Attendance:
None.

PLEDGE OF ALLEGIANCE

President Rudolph led the audience in the Pledge of Allegiance.

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ROLL CALL

Roll call as noted above.

PUBLIC COMMENT

None.

APPROVAL OF MEETING MINUTES

The June 15, 2026 President and Board of Trustees meeting minutes were approved as read.

GENERAL GOVERNMENT COMMITTEE REPORT (TRUSTEE CHEN)

Trustee Nawrocki reported on behalf of Trustee Chen that the General Government Committee reviewed and recommends the approval of the Collective Bargaining Agreement between the Village of Western Springs and Metropolitan Alliance of Police (MAP) 360. Manager Baer gave a brief overview of the terms of the agreement. Trustee Nawrocki indicated that this item will be on the Omnibus for approval.

Trustee Nawrocki reported on behalf of Trustee Chen that the General Government Committee reviewed and recommends a special events liquor license and temporary use permit for St. John of the Cross Parish's Family Fest being held August 13-16, 2026.

FINANCE COMMITTEE REPORT (TRUSTEE MARTIN)

Trustee Martin introduced Tom Siwicki form Sikich who gave a summary of the annual audit for the fiscal year of the Village ending December 31, 2025. Trustee Martin indicated that this report will be on tonight's Omnibus for approval.

Trustee Martin reported that the Finance Committee reviewed and recommends the June 1, 2026 TIF Incentive Rebate Payment to Hawthorn 45, LLC in the amount of $172,543.50.

Trustee Martin reported that the Finance Committee reviewed and recommends the budget amendment for unanticipated HVAC repairs at the Recreation Center and that this item will be on tonight's Omnibus for approval.

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Trustee Martin reported that the Finance Committee reviewed and recommends several budget amendments within the Municipal Services Department including the 53rd Street and Flagg Creek watermain project and repairs needed for vehicles and equipment. Trustee Martin indicated that this item will be on tonight's Omnibus for approval.

Trustee Martin also mentioned that the Village is reviewing their water and sewer rates as the fee structure has not been updated in 9 years. Trustee Martin indicated that the final water and sewer rate study will be brought during the August cycle.

PLANNING AND ZONING COMMITTEE REPORT (TRUSTEE FINK)

No report.

PUBLIC WORKS & WATER COMMITTEE REPORT (TRUSTEE LEWIS)

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommends approval of a Change Order in the amount of $10,608.72 for the 53rd Street Watermain Project. Trustee Lewis discussed several unforeseen circumstances that occurred during construction resulting in additional costs.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommends a Professional Services Agreement with Baxter & Woodman for Design Services for electrical improvements at Well # 3 for an amount not to exceed $62,000. Trustee Lewis reported that the project will modernize the electrical system at Well #3 and will be proposed in the FY 2027 budget. Trustee Lewis indicated that this item is on tonight's Omnibus for approval.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommends Professional Services Agreement with Baxter & Woodman for Design Services for the motor control center and switchboard services at the Water Treatment Plant for an amount not to exceed $62,000. Trustee Lewis reminded the Board that Carollo Engineers previously completed a water plant condition assessment which indicated that we should prioritize these improvements. Trustee Lewis indicated that this item is on tonight's Omnibus for approval.

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Trustee Lewis reported that the Village will survey residents regarding the Leaf Collection Program in the coming days.

PROPERTIES & RECREATION COMMITTEE REPORT (TRUSTEE NAWROCKI)

Trustee Nawrocki reported that the Properties and Recreation Committee reviewed and recommends Recreation Center HVAC Repairs for the unanticipated work.

Trustee Nawrocki reported that the Properties and Recreation Committee reviewed and recommends agreement with United Door & Dock for the 2026 Overhead Door Repairs for an amount not to exceed $55,806.

Trustee Nawrocki reported that the Properties and Recreation Committee reviewed and recommends Change Order for the 2026 Janitorial Maintenance Services Contract due to a deep clean of all the Village buildings.

PUBLIC HEALTH & SAFETY COMMITTEE REPORT (TRUSTEE AVAKIAN)

Trustee Avakian reported that the Public Health and Safety Commission reviewed and recommends an agreement with Johnson Controls Security Solutions LLC for alarm monitoring and receiving system equipment and services.

Trustee Avakian reported that the Public Health and Safety Commission reviewed and recommends an ordinance amending parking restrictions for the two parking spaces located directly in front of 4472 Lawn Avenue (BB's Donuts) to make them 15 minute parking spaces until 3:00 p.m.

Trustee Avakian introduced Chief Gilhooley to give a brief background on the addition of parking restrictions on Rugeley Road and 50th Place. Chief Gilhooley reported that the police department received a petition seeking parking restrictions on Rugeley Rd. and 50th Place due to vehicles being parked on both sides of the street causing congestion. Chief Gilhooley brought the option of limiting 2 hour parking on both sides of the street to the Transportation and Safety Commission. The Transportation and Safety Commission recommended this option to the Public Health and Safety Committee and they recommended further discussion by the Village Board.

Public comment was reopened and a resident spoke in favor of 4 hour parking on one side of the street which will help promote safety. Another resident spoke regarding the issues

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of having many cars parked on the street being due to high school students looking for more convenient parking spaces. She also noted that in 35 years, this was the first year that it was a significant issue. No action was taken and staff will review the issue with the high school before returning with a recommendation.

CONSIDERATION OF AN OMNIBUS VOTE

Trustee Nawrocki moved that the ordinances, resolutions and motions as contained on the meeting agenda for July 13, 2026, be adopted and/or approved under an Omnibus vote. Trustee Nawrocki read the Omnibus in its entirety.

A. A motion to approve the June 15, 2026 Village President and Board of Trustees meeting minutes as read.

B. Resolution No. 26-3020

A Resolution authorizing and approving a labor agreement between the Village of Western Springs and Metropolitan Alliance of Police, Western Springs Police Chapter 360 (Term April 1, 2025 to March 31, 2028).

C. Ordinance No. 26-3324

An Ordinance approving the creation of a Class "I" (Special Events on Property Owned or Leased by a Not-For-Profit Organization) liquor license for issuance to St. John of the Cross Parish and approving the related temporary use permit for the 2026 Family Festival event scheduled for August 13, 2026 to August 16, 2026 at the 5005 Wolf Road property.

D. A motion to accept the Annual Comprehensive Financial Report for period ending December 31, 2025 as presented.

E. Resolution No. 26-3021

A Resolution authorizing the approval of the June 1, 2026 TIF incentive rebate payment to Hawthorn 45, LLC and the transfer of TIF funds into the Downtown South TIF Incentive Fund for the benefit of the Western Springs Downtown South TIF District.

F. Ordinance No. 26-3325

An Ordinance approving an amendment to the Fiscal Year 2026 operating budget to pay for HVAC repairs at the Recreation Center.

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G. Ordinance No. 26-3326

An Ordinance approving amendments to the Fiscal Year 2026 operating budget in the General Fund and the Water Fund.

H. Ordinance No. 26-3327

An Ordinance approving and authorizing the execution of Change Order No. 2 to the contract entered into with Mauro Sewer Construction Inc., of Des Plaines, Illinois for the repair of the watermain located at 53rd Street and Flagg Creek, increasing the contract price from $370,180.00 to $380,778.79.

I. Resolution No. 26-3022

A Resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and Baxter and Woodman, Inc. of Mokena, Illinois for design engineering services for electrical improvements at Well #3 for an amount not to exceed $62,000.00.

J. Resolution No. 26-3023

A Resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and Baxter and Woodman, Inc. of Mokena, Illinois for design engineering services related to the Master Control Center (MCC) and switchboard at the Water Treatment Plant for an amount not to exceed $62,000.

K. Resolution No. 26-3024

A Resolution accepting the lowest cost, qualified, responsive bid and authorizing the execution of an agreement to be entered into between the Village of Western Springs and United Door and Dock, LLC of Glendale Heights, Illinois for the overhead garage door repair project and authorizing the expenditure of Village funds to pay for the project in an amount not to exceed $55,806.00.

L. Resolution No. 26-3025

A Resolution authorizing and approving the execution of an agreement for alarm monitoring and receiving system equipment and services with Johnson Controls Security Solutions LLC (Term: July 1, 2026 to July 31, 2029)

M. Ordinance No. 26-3328

An Ordinance approving and authorizing the execution of Change Order No. 1 to the contract entered into with SW Cleaning Service of Rolling Meadows, Illinois for the

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janitorial maintenance services contract, increasing the contract price from $92,544.00 to $94,644.00.

N. Ordinance No. 26-3329

An Ordinance amending Title 7 (Motor Vehicles and Traffic), Chapter 4 (Traffic Schedules), Section 3 (Schedule III: Parking Limitations and Prohibitions) of the Western Springs Municipal Code relative to time-restricted parking on Lawn Avenue in Downtown Western Springs.

Trustee Lewis seconded to the motion.
Motion passed on a roll call vote.
Voting Aye: Avakian, Fink, Lewis, Martin, Nawrocki and President Rudolph
Voting Nay: None
Absent: Trustee Chen

REPORTS

Monthly Financial Report (Trustee Martin)
Trustee Martin introduced Director Mastandona who gave a summary of the June 2026 financial report.
Trustee Martin made a motion to accept the June 2026 Financial Report as presented.
Trustee Lewis seconded the motion. Motion passed on a roll call vote.
Voting Aye: Avakian, Fink, Lewis, Martin, Nawrocki
Voting Nay: None.
Absent: Trustee Chen

Village President Rudolph
President Rudolph reported that she attended a Mayors Coffee event hosted by the DuPage Mayors and Managers and there was a discussion on best practices for how the communities in the metropolitan area communicate their concerns to our legislators.

Village Manager Baer
Manager Baer reported that we have a survey on the Village website allowing residents the opportunity to provide input on the Village Comprehensive Plan. Manager Baer also reported that we have posted information on our website regarding our water quality report. Manager Baer reported that there are several upcoming community events including French Market and Jammin' in July. She requested Chief Gilhooley report on National Night Out Against Crime which will take place on August 4, 2026 at Ideal Park in

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Countryside. Chief Gilhooley indicated that this is a community building opportunity to foster relationships with residents and the police departments.

Village Attorney Skrodzki

Attorney Skrodzki reported that last fall the federal government passed a law that modified the loophole related to hemp derived THC products and included them as scheduled cannabis products. The State of Illinois recently passed a bill to update Illinois's definition to match the federal changes. Attorney Skrodzki has prepared documentation for area businesses to answer questions about the changes in the law.

ADJOURNMENT

Trustee Avakian made a motion to adjourn, seconded by Trustee Nawrocki. Motion passed on a voice vote. The meeting was adjourned at 8:08 p.m.

Submitted by:

Jill Izzo
Deputy Village Clerk

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AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 10, 2026

AGENDA ITEM 8.A.

To: Board of Trustees
From: Heather Valone, AICP, Director of Community Development
CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Deputy Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney, Kelsey Fawell, Senior Planner
RE: Alano Ristorante, 821 Burlington Avenue, Cotto Geneva LLC – Class “B", "G", and "H" Liquor Licenses (Omnibus Item)

Recommendation

The General Government Committee reviewed this item at their meeting on July 29, 2026 and recommended the approval of the Class "B", "G", and "H" Liquor Licenses. The Liquor Control Commission reviewed this item at their meeting on July 29, 2026 and recommended the approval of the Class "B", "G", and "H" Liquor Licenses.

Summary

Request

Christopher (Chris) Elsey, managing member of Cotto Geneva LLC d/b/a Alano Ristorante (the “Applicant”), has leased 821 Burlington Avenue to open a new Italian restaurant. The Applicant has submitted requests for a Class “B” (Full Service Restaurant with a Patron Bar), Class “G” (Fine Wine, Premium Spirits, Premium Beer and Gourmet Food Store; Premium Spirits, Premium Beer and Wine Only), and Class “H” (Outdoor Liquor Café) liquor licenses. Mr. Elsey is an existing business owner and current liquor license holder in the Village, as he owns and operates Hillgrove Tap.

The restaurant will occupy the former Salerno’s Pizzeria and R Bar space. The Applicant has submitted a building permit application to complete minor updates to the interior. The submitted floor plan depicts the proposed seating (see Figure 1).

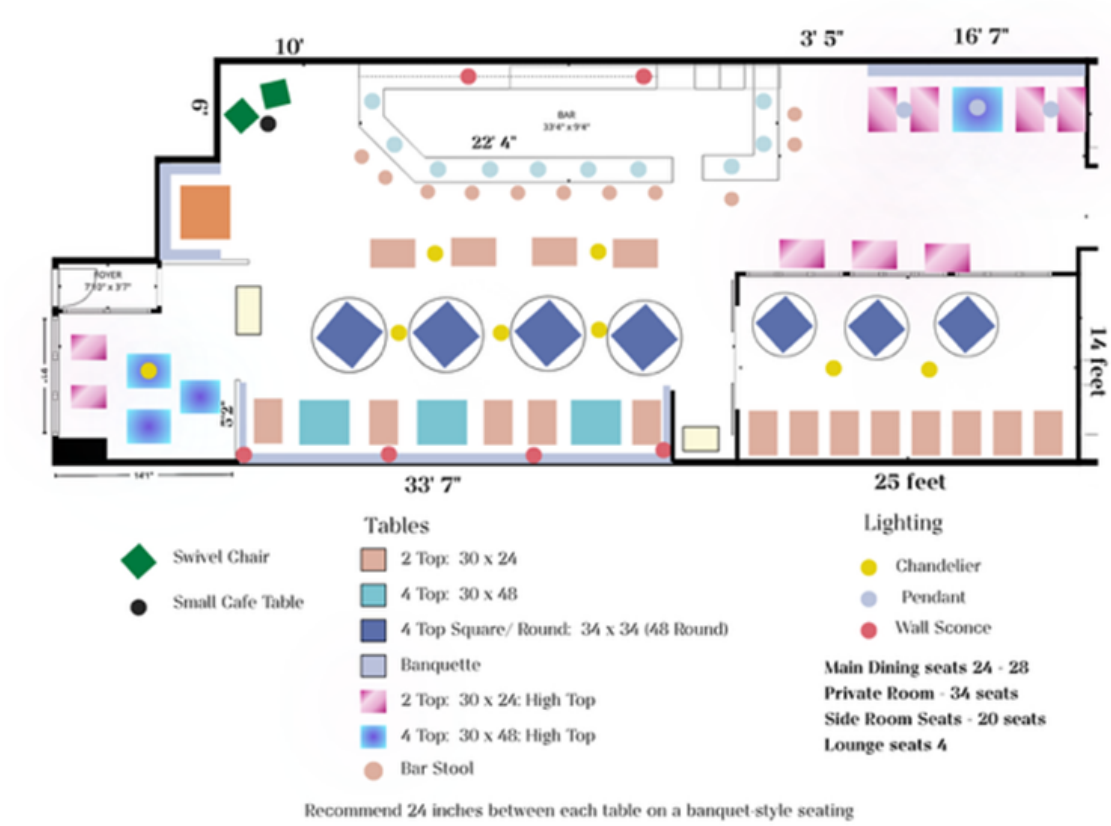

Figure 1

- A bar area with 11 seats and two lounge seats;
- Twenty-six (26) two-top tables;
- Thirteen (13) four-top tables (mixture of round and square); and
- One booth with eight seats.

The Applicant is also proposing an outdoor seating area with eight tables of various sizes, providing a total of 36 seats (see Figure 2).

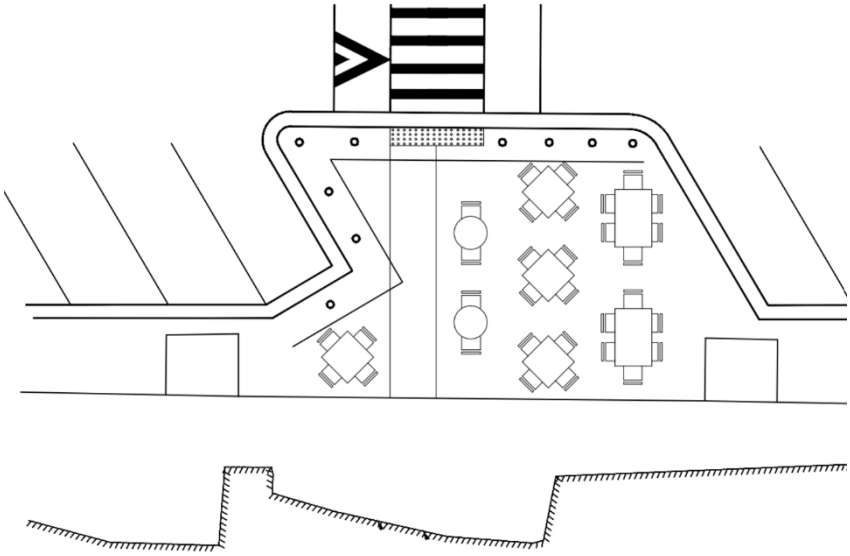

Figure 2

Background

The Liquor Commissioner (President Rudolph) reviewed the application submittals and requested that the application be advanced to the General Government Committee (GGC) and Liquor Commission for their review and recommendations.

Class B License

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

- **Purpose**: A Class B license shall authorize the retail sale of alcoholic liquor in a full service restaurant for consumption only within the licensed premises. Alcoholic liquor shall be served as an adjunct to food service at the restaurant. The amount of customer seating in the restaurant dining area shall constitute at least sixty percent (60%) of the total customer seating area available in all parts of the restaurant. Customer seating area at the patron bar shall not exceed: 1) ten percent (10%) of the total customer seating area in all parts of the restaurant, or 2) fifteen percent (15%) of the total customer seating area available in all parts of the restaurant for those restaurants having a patron bar without a related bar/bar area. Seating at the patron bar or within the bar/bar area shall constitute seating at which patrons can order solely alcoholic liquor, without food, if they so choose.

- **Rules of Operation:** Consumption of alcoholic liquor and nonalcoholic liquor is restricted to the dining area of the restaurant, the patron bar and its related patron seating area. Alcoholic liquor shall not be sold in pitchers. No package sales are permitted. No billiard or pool tables, or any other mechanical/electrical amusement devices, shall be allowed

on the licensed premises, except internet music stations, jukeboxes, and video game devices/machines, which shall be permitted provided the licensee complies with the Village's mechanical/electrical amusement device licensing requirements. Video gaming terminals, as regulated by the Illinois Video Gaming Act, are prohibited on the licensed premises. All Class A liquor licensees are required to ensure that any on-site owner/manager, as well as all employees and any other individuals who may sell, serve, or handle alcoholic liquor on the premises as part of their job, successfully complete a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program certified by the State of Illinois. Once the initial certification expires, a renewal is required. A copy of the current BASSET course completion certificate(s) for the on-site owner/manager, employees, and others mentioned above must be made available at all times at the licensed premises for inspection by the Village Manager or their designee. Regular hours of operation are from of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight on Mondays through Thursdays; between the hours of eleven o'clock (11:00) A.M. and one o'clock (1:00) A.M. on Fridays/Saturdays and Saturdays/Sundays (note: the 1:00 A.M. closing time carries over to the next following day); and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Sundays, except alcoholic liquor may be sold, given away or offered for sale within the licensed premises between the hours of eleven o'clock (11:00) P.M. on New Year's Eve Day and one o'clock (1:00) A.M. on New Year's Day. Licensees offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays.

- **License Fee**: The Class A license includes a license application fee of $1,000 and an annual license fee of $2,000.

- **Availability of Food**: The principal business of a "full service restaurant" is the service of complete meals, and said service of such meals shall constitute at least sixty percent (60%) of the gross income of the establishment as distinguished from the principal business being the service of food as a supplement to the service of alcoholic liquor. The restaurant design shall reflect the character of an establishment that is a restaurant rather than an establishment set up to serve alcoholic liquor as its principal activity. Fast food restaurants are not eligible for a Class B license. Patrons at the bar are permitted to order solely alcoholic liquor, without food, if they so choose.

The Class "G" and Class "H" Liquor Licenses build upon the Class "B" License, permitting the retail sale of premium spirits and the operation of an outdoor liquor café.

The Applicant has submitted the required information for the background check, per Section 4-1-17 of the Village Code. Mr. Elsey and the individuals listed on the liquor application completed a background check pursuant to Section 4-1-17 of the Village Code. The results did not show any violations or law enforcement history that would make them ineligible to obtain a liquor license.

Recommendation

The Liquor Control Commission's recommendation is included in Attachment 1.

Attachments

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1. Recommendation 26-02 - Recommendation Relative To An Application For A New Class "B" (Full Service Restaurant With A Patron Bar), Class “G” (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and Class “H”(Outdoor Liquor Café) Liquor License Submitted By Cotto Geneva LLC d/b/a Alano Ristorante For Operation Of A Full Service Restaurant With Patron Bar For The Retail Sale Of Alcoholic Liquor In A Restaurant For Consumption Only Within The Licensed Premises, Located At 821 Burlington Avenue, Western Springs, Illinois and in the Public sidewalk located at 821 Burlington Avenue, Western Springs, Illinois. *(attachments omitted but available on the Village website).*
2. Ordinance - An Ordinance Amending Title 4 (Liquor Control) Of The Western Springs Municipal Code Relative To The Number Of Class "B" (Full Service Restaurant With A Patron Bar) Liquor Licenses Which Can Be Issued In The Village Of Western Springs, Cook County, Illinois For The Retail Sale Of Alcoholic Liquor In A Restaurant For Consumption Only Within The Licensed Premises Located At 821 Burlington Avenue, Western Springs, Illinois (Applicant: Cotto Geneva, LLC d/b/a Alano Ristorante).
3. Ordinance - An Ordinance Amending Title 4 (Liquor Control) Of The Western Springs Municipal Code Relative To The Number Of Class “G” (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor Licenses Which Can Be Issued In The Village Of Western Springs, Cook County, Illinois For The Retail Sale Of Alcoholic Liquor In A Restaurant For Consumption Only Within The Licensed Premises Located At 821 Burlington Avenue, Western Springs, Illinois (Applicant: Cotto Geneva, LLC d/b/a Alano Ristorante).
4. Ordinance - An Ordinance Amending Title 4 (Liquor Control) Of The Western Springs Municipal Code Relative To The Number Of Class "H" (Outdoor Liquor Cafe) Liquor Licenses Which Can Be Issued In The Village Of Western Springs, Cook County, Illinois (Applicant: Cotto Geneva, LLC D/B/A Alano Ristorante Pub For The Operation Of An Outdoor Liquor Cafe Area Located Adjacent To The 821 Burlington Avenue Building At 821 Burlington Avenue, Western Springs, Illinois).

Financial Impact

None.

Recommended Motion

I move to approve of the Class "B", "G", and "H" Liquor Licenses.

Strategic Plan Alignment

Community Planning and Economic Development.

File Attachments

1. Recommendation 26-02
2. Ordinance
3. Ordinance
4. Ordinance

WESTERN SPRINGS LOCAL LIQUOR CONTROL COMMISSION
RECOMMENDATION NO. 26-02

Recommendation Relative To An Application For A New Class "B" (Full Service Restaurant With A Patron Bar), Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and Class "H"(Outdoor Liquor Café) Liquor License Submitted By Cotto Geneva LLC d/b/a Alano Ristorante For Operation Of A Full Service Restaurant With Patron Bar For The Retail Sale Of Alcoholic Liquor In A Restaurant For Consumption Only Within The Licensed Premises, Located At 821 Burlington Avenue, Western Springs, Illinois and in the Public sidewalk located at 821 Burlington Avenue, Western Springs, Illinois.

WHEREAS, Cotto Geneva LLC d/b/a Alano Ristorante (managing member: Chris Elsey) (the "Applicant") has filed a liquor license application (the "Application") and the required application fees with the Village of Western Springs ("Village") for a Class "B" (Full Service Restaurant With A Patron Bar), Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and Class "H" (Outdoor Liquor Café) Liquor License. The Applicant requests to operate a full service restaurant with a patron bar within the premises and in the public sidewalk located at 821 Hillgrove Avenue, Western Springs, Illinois (the "Restaurant" or the "Licensed Premises") and packaged sales. The Application is incorporated herein by reference as **Group Exhibit "A".**

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

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

WHEREAS, in regard to its investigation of and consideration of the Application, the Commission held a public meeting on July 29, 2026, pursuant to proper notice being posted in accordance with the Open Meetings Act. During this public meeting, the legal counsel for the Applicant made a presentation regarding its Application, the Village staff gave reports relative to the background check and investigative activities performed with respect to the Application, members of the Commission examined, under oath, the Applicant/Owner, its representatives and all other individuals who spoke during the public meeting, and an opportunity for public input was provided; and

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

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

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

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

A. The Applicant would qualify for a Class "B" (Full Service Restaurant With A Patron Bar), Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and Class "H" (Outdoor Liquor Café) Liquor License under the provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance.

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

Class "B" (Full Service Restaurant With A Patron Bar), Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and Class "H" (Outdoor Liquor Café) Liquor Licenses

A. **Approval** of the Applicant/Owner's Application for a Class "B" (Full Service Restaurant With A Patron Bar).

B. **Approval** of the Applicant/Owner's Application for a Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only).

C. **Approval** of the Applicant/Owner's Application for a Class "H" (Outdoor Liquor Café).

D. **Approval** by the Village Board and the Commissioner of the draft Ordinances, copies of which are attached to this Recommendation as part of **Group Exhibit "B"**, which is entitled:

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "B" (FULL SERVICE RESTAURANT WITH A PATRON BAR) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A RESTAURANT FOR CONSUMPTION ONLY WITHIN THE LICENSED PREMISES LOCATED AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: Cotto Geneva, LLC d/b/a Alano Ristorante).

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "G" (FINE WINE, PREMIUM SPIRITS, PREMIUM BEER AND GOURMET FOOD STORE LICENSE; PREMIUM SPIRITS, PREMIUM BEER AND WINE ONLY) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN

SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A RESTAURANT FOR CONSUMPTION ONLY WITHIN THE LICENSED PREMISES LOCATED AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: Cotto Geneva, LLC d/b/a Alano Ristorante).

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (APPLICANT: COTTO GENEVA, LLC D/B/A ALANO RISTORANTE PUB FOR THE OPERATION OF AN OUTDOOR LIQUOR CAFE AREA LOCATED ADJACENT TO THE 821 BURLINGTON AVENUE BUILDING AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS).

E. Approval of the following additional conditions: None

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

PASSED by the Western Springs Local Liquor Control Commission at a meeting held on the 29th day of July, 2026.

VOTE: Peter Glimco, Doug DeRock and John F. Dixon

AYES: Dixon, DeRock, and Glimco
NAYS: None
ABSENT: None
OTHER: None

The above vote has been certified by me this 29th day of July, 2026.

Peter Glimco, Chair

Group Exhibit "A"

Liquor License Application for "B" (Full Service Restaurant With A Patron Bar), "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and "H" (Outdoor Liquor Café) Liquor Licenses
Liquor License and Attachments

(incorporated herein by reference)

and

Group Exhibit "B"

Draft

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "B" (FULL SERVICE RESTAURANT WITH A PATRON BAR) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A RESTAURANT FOR CONSUMPTION ONLY WITHIN THE LICENSED PREMISES LOCATED AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: Cotto Geneva, LLC d/b/a Alano Ristorante).

Draft

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "G" (FINE WINE, PREMIUM SPIRITS, PREMIUM BEER AND GOURMET FOOD STORE LICENSE; PREMIUM SPIRITS, PREMIUM BEER AND WINE ONLY) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A RESTAURANT FOR CONSUMPTION ONLY WITHIN THE LICENSED PREMISES LOCATED AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: Cotto Geneva, LLC d/b/a Alano Ristorante).

Draft

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (APPLICANT: COTTO GENEVA, LLC D/B/A ALANO RISTORANTE PUB FOR THE OPERATION OF AN OUTDOOR LIQUOR CAFE AREA LOCATED ADJACENT TO THE 821 BURLINGTON AVENUE BUILDING AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS).

(attached)

ORDINANCE NO. 26-_____
VOTE:
AYES:_____
NAYS:_____
ABSTAIN:_____
ABSENT:_____
DATE: August 10, 2026.
OTHER: Roll Call Vote.

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "B" (FULL SERVICE RESTAURANT WITH A PATRON BAR) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A RESTAURANT FOR CONSUMPTION ONLY WITHIN THE LICENSED PREMISES LOCATED AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: Cotto Geneva, LLC d/b/a Alano Ristorante)

WHEREAS, Cotto Geneva, LLC d/b/a Alano Ristorante (managing members: Christopher Elsey) (the "Applicant/Owner") filed a liquor license application and the required application fee with the Village of Western Springs ("Village") for a Class "H" (Outdoor Liquor Cafe) Liquor License (the "Application") for purposes of operating an outdoor liquor café on a portion of the public sidewalk located adjacent to 821 Burlington Avenue, Western Springs, Illinois (the "Licensed Premises"). The outdoor liquor café will be operated in conjunction with Applicant/Owner's restaurant located at 821 Burlington Avenue, Western Springs, Illinois. The Applicant/Owner has also applied for a Class "B" (Full Service Restaurant With A Patron Bar) and Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor Licenses with the Village. The Application is incorporated into this Ordinance by reference; and

WHEREAS, at its July 29, 2026 Meeting, the General Government Committee considered the Applicant/Owner's liquor license application for three (3) liquor licenses consisting of a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License, Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and a Class "H" (Outdoor Liquor Cafe) Liquor License and then received and considered input from Village staff and provided an opportunity for public input regarding the Application. At the July 29, 2026, meeting, the Committee recommended that the Village Board approve three (3) liquor licenses consisting of a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License, Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and a Class "H" (Outdoor Liquor Cafe) Liquor Licenses to the Applicant/Owner; and

WHEREAS, the Local Liquor Control Commission (the "Commission") held a public meeting on July 29, 2026 in regard to the Application for the above-described three (3) liquor licenses and issued its Recommendation No. 26-02 relative to the Application on that date. A copy of Recommendation No. 26-02 is incorporated by reference into this Ordinance. The Commission favorably recommended the issuance of three (3) liquor licenses consisting of a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License, Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and a Class "H" (Outdoor Liquor Cafe) Liquor License to the Applicant/Owner, subject to the conditions set forth in Recommendation No. 26-02; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village Board") find that the Applicant/Owner is eligible to hold the above-described three (3) liquor licenses, and is also in good standing with the Village and the Local Liquor Control Commissioner; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs find that the Applicant/Owner is eligible to hold a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License, and is also in good standing with the Village and the Local Liquor Control Commissioner.

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. The President and Board of Trustees approve an amendment to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10 (A)(2) (Limitation on Number of Licenses) of the Western Springs Municipal Code to increase the number of Class "B" (Full Service Restaurant With A Patron Bar) Liquor Licenses that can be issued by the Local Liquor Control Commissioner from six (6) to seven (7) for purposes of the issuance of a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License to Cotto Geneva LLC d/b/a Alano Ristorante to permit the sale at retail of alcoholic liquor in a restaurant for consumption only within the Licensed Premises located at 821 Burlington Avenue, Western Springs, Illinois. Upon issuance of the Class "B" (Full Service Restaurant With A Patron Bar) Liquor License by the Local Liquor Control Commissioner, Section 4-1-10 (A)(2) (Limitation on Number of Licenses) of the Western Springs Municipal Code shall be created to read, in its entirety, as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

> "f. Cotto Geneva LLC d/b/a Alano Ristorante for a restaurant located at 821 Burlington Avenue, Western Springs, Illinois."

SECTION 3: Authorization to Issue Class "B" (Full Service Restaurant With A Patron Bar) Liquor License Subject to Conditions. The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License created under Section 3 of this Ordinance to Cotto Geneva LLC d/b/a Alano Ristorante for the sole purpose of permitting the sale at retail of alcoholic liquor in a restaurant for consumption only within the Licensed Premises located at 821 Burlington Avenue, Western Springs, Illinois, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 4.

SECTION 4: Conditions for New Class "B" (Full Service Restaurant With A Patron Bar) Liquor License and Applicant. The Local Liquor Control Commissioner shall not issue the Class "B" (Full Service Restaurant With A Patron Bar) Liquor License to Cotto Geneva LLC d/b/a Alano Ristorante until the following conditions are satisfied, which conditions must be complied with for the duration of the Liquor License (as applicable):

A. The Applicant/Owner shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum $1,000,000 coverage limits per Section 4-1-20

(Insurance Requirements) of the Municipal Code) has been purchased to cover the retail sale of alcoholic liquor to patrons of the Licensed Premises.

B. The Applicant/Owner shall obtain and maintain a business license from the Village for the Licensed Premises.

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

D. The following individuals shall serve as the initial on-site managers: Christopher Elsey. If additional on-site managers are necessary to operate the convenience retail location, or the above-listed initial on-site manager is replaced, the Applicant/Owner and the new, proposed on-site managers are each required to file with the Village a completed Supplemental Liquor Application signed by the proposed on-site manager that satisfies the liquor license eligibility and application requirements of the Village's Liquor Control Ordinance (Title 4). The proposed on-site managers must satisfactorily pass the required criminal background check and the required Village staff investigations. Copies of the Supplemental Liquor Application, criminal background check report and Village staff investigation reports shall be submitted to the Local Liquor Control Commissioner and the Village Attorney for review.

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

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

G. All retail sales of alcoholic liquor pursuant to the Class "B" (Full Service Restaurant With A Patron Bar) Liquor License shall take place within the Restaurant Establishment at 821 Burlington Avenue, Western Springs, Illinois.

H. Alcoholic liquor shall be sold by the Basset-trained staff who are at least 21 years old. The staff shall sell alcoholic liquor only to patrons who are 21 years old or older.

I. Hours: The operation of the retail liquor sales shall be permitted only for Regular Hours Of Operation between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight on Mondays through Thursdays; between the hours of eleven o'clock (11:00) A.M. and one o'clock (1:00) A.M. on Fridays/Saturdays and Saturdays/Sundays (note: the 1:00 A.M. closing time carries over to the next following day); and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Sundays, except alcoholic liquor may be sold, given away or offered for sale within the licensed premises between the hours of eleven o'clock (11:00) P.M. on New Year's Eve Day and one o'clock (1:00) A.M. on New Year's Day. Licensees offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays.

J. The assumed name or "doing business as" name and any related signage that is used by the Applicant/Owner shall conform to the applicable regulations of Title 4 (Liquor Control) of the Western Springs Municipal Code.

K. If within **one hundred eighty (180) calendar days of the approval date of this Ordinance** the Local Liquor Control Commissioner has not issued the "B" (Full Service Restaurant With A Patron Bar) Liquor License to the Applicant/Owner or advised in writing of their intention to issue the Class "B" (Full Service Restaurant With A Patron Bar) Liquor License upon satisfaction of one or more conditions then this Ordinance shall automatically become null and void without any further action or notice by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.

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

SECTION 5: Conflicts and Repealer. Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. Except as to the amendments heretofore mentioned, all Chapters and Sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

SECTION 6: 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 7: 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 10th day of August, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

_____
Heidi Rudolph, Village President

_____
Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 10th day of August, 2026.

_____
Edward Tymick, Village Clerk

ACKNOWLEDGEMENT AND CONSENT
TO THE PROVISIONS OF WESTERN SPRINGS ORDINANCE NO. 26-____
AND AGREEMENT TO COMPLY WITH AND FULFILL
THE CONDITIONS SET FORTH ABOVE IN THIS ORDINANCE

I, Christopher Elsey, have read the conditions set forth in the above-referenced Ordinance, including those contained in Section 4, and agree to be bound by the same.

Cotto Geneva LLC d/b/a Alano Ristorante (Applicant/Owner)

By:_____
Christopher Elsey, Managing Member

Date:_____

By:_____
Notary Public

Date:_____

Commission Expires:_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "B" (FULL SERVICE RESTAURANT WITH A PATRON BAR) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A RESTAURANT FOR CONSUMPTION ONLY WITHIN THE LICENSED PREMISES LOCATED AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: Cotto Geneva, LLC d/b/a Alano Ristorante)

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 10th day of August, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 10th day of August, 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 10th day of August, 2026.

_____
Edward Tymick, Village Clerk

[SEAL]

ORDINANCE NO. 26-_____
VOTE:
AYES:_____
NAYS:_____
ABSTAIN:_____
ABSENT:_____
DATE: August 10, 2026.
OTHER: Roll Call Vote.

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "G" (FINE WINE, PREMIUM SPIRITS, PREMIUM BEER AND GOURMET FOOD STORE LICENSE; PREMIUM SPIRITS, PREMIUM BEER AND WINE ONLY) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A RESTAURANT FOR CONSUMPTION ONLY WITHIN THE LICENSED PREMISES LOCATED AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: Cotto Geneva, LLC d/b/a Alano Ristorante)

WHEREAS, Cotto Geneva, LLC d/b/a Alano Ristorante (managing members: Christopher Elsey) (the "Applicant/Owner") filed a liquor license application and the required application fee with the Village of Western Springs ("Village") for a Class "H" (Outdoor Liquor Cafe) Liquor License (the "Application") for purposes of operating an outdoor liquor café on a portion of the public sidewalk located adjacent to 821 Burlington Avenue, Western Springs, Illinois (the "Licensed Premises"). The outdoor liquor café will be operated in conjunction with Applicant/Owner's restaurant located at 821 Burlington Avenue, Western Springs, Illinois. The Applicant/Owner has also applied for a Class "B" (Full Service Restaurant With A Patron Bar) and Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor Licenses with the Village. The Application is incorporated into this Ordinance by reference; and

WHEREAS, at its July 29, 2026 Meeting, the General Government Committee considered the Applicant/Owner's liquor license application for three (3) liquor licenses consisting of a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License, Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and a Class "H" (Outdoor Liquor Cafe) Liquor License and then received and considered input from Village staff and provided an opportunity for public input regarding the Application. At the July 29, 2026, meeting, the Committee recommended that the Village Board approve three (3) liquor licenses consisting of a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License, Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and a Class "H" (Outdoor Liquor Cafe) Liquor Licenses to the Applicant/Owner; and

WHEREAS, the Local Liquor Control Commission (the "Commission") held a public meeting on July 29, 2026 in regard to the Application for the above-described three (3) liquor licenses and issued its Recommendation No. 26-02 relative to the Application on that date. A copy of Recommendation No. 26-02 is incorporated by reference into this Ordinance. The Commission favorably recommended the issuance of two (2) liquor licenses consisting of a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License, Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License;

Premium Spirits, Premium Beer And Wine Only), and a Class "H" (Outdoor Liquor Cafe) Liquor License to the Applicant/Owner, subject to the conditions set forth in Recommendation No. 26-02; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village Board") find that the Applicant/Owner is eligible to hold the above-described three (3) liquor licenses, and is also in good standing with the Village and the Local Liquor Control Commissioner; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs find that the Applicant/Owner is eligible to hold a Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor License, and is also in good standing with the Village and the Local Liquor Control Commissioner.

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. The President and Board of Trustees approve an amendment to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10 (A)(7) (Limitation on Number of Licenses) of the Western Springs Municipal Code to increase the number of Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor Licenses that can be issued by the Local Liquor Control Commissioner from two (2) to three (3) for purposes of the issuance of a Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor License to Cotto Geneva LLC d/b/a Alano Ristorante to permit the sale at retail of alcoholic liquor in a restaurant for consumption only within the Licensed Premises located at 821 Burlington Avenue, Western Springs, Illinois. Upon issuance of the Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor License by the Local Liquor Control Commissioner, Section 4-1-10 (A)(7) (Limitation on Number of Licenses) of the Western Springs Municipal Code shall be created to read, in its entirety, as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

> "c. Cotto Geneva LLC d/b/a Alano Ristorante for a restaurant located at 821 Burlington Avenue, Western Springs, Illinois."

SECTION 3: Authorization to Issue Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor License Subject to Conditions. The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor License created under Section 3 of this Ordinance to Cotto Geneva LLC d/b/a Alano Ristorante for the sole purpose of permitting the sale at retail of alcoholic liquor in a restaurant for consumption only within the Licensed Premises located at 821 Burlington Avenue, Western Springs, Illinois, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 4.

SECTION 4: Conditions for New Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor License and Applicant. The Local Liquor Control Commissioner shall not issue the Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor License to Cotto Geneva LLC d/b/a Alano Ristorante until the following conditions are satisfied, which conditions must be complied with for the duration of the Liquor License (as applicable):

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

B. The Applicant/Owner shall obtain and maintain a business license from the Village for the Licensed Premises.

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

D. The following individuals shall serve as the initial on-site manager: Christopher Elsey. If additional on-site managers are necessary to operate the convenience retail location, or the above-listed initial on-site manager is replaced, the Applicant/Owner and the new, proposed on-site managers are each required to file with the Village a completed Supplemental Liquor Application signed by the proposed on-site manager that satisfies the liquor license eligibility and application requirements of the Village's Liquor Control Ordinance (Title 4). The proposed on-site managers must satisfactorily pass the required criminal background check and the required Village staff investigations. Copies of the Supplemental Liquor Application, criminal background check report and Village staff investigation reports shall be submitted to the Local Liquor Control Commissioner and the Village Attorney for review.

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

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

G. All retail sales of alcoholic liquor pursuant to the Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor License shall take place within the Restaurant Establishment at 821 Burlington Avenue, Western Springs, Illinois.

H. Alcoholic liquor shall be sold by the Basset-trained staff who are at least 21 years old. The staff shall sell alcoholic liquor only to patrons who are 21 years old or older.

I. Hours: sale of retail liquor shall be permitted to sell premium spirits, premium beer and wine between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on weekdays and

Saturdays, and between the hours of twelve o'clock (12:00) noon and eleven o'clock (11:00) P.M. on Sundays.

J. The assumed name or "doing business as" name and any related signage that is used by the Applicant/Owner shall conform to the applicable regulations of Title 4 (Liquor Control) of the Western Springs Municipal Code.

K. If within **one hundred eighty (180) calendar days of the approval date of this Ordinance** the Local Liquor Control Commissioner has not issued the "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor License to the Applicant/Owner or advised in writing of their intention to issue the Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor License upon satisfaction of one or more conditions then this Ordinance shall automatically become null and void without any further action or notice by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.

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

SECTION 5: Conflicts and Repealer. Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. Except as to the amendments heretofore mentioned, all Chapters and Sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

SECTION 6: 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 7: 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 10th day of August, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

_____
Heidi Rudolph, Village President

_____
Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 10th day of August, 2026.

_____
Edward Tymick, Village Clerk

ACKNOWLEDGEMENT AND CONSENT
TO THE PROVISIONS OF WESTERN SPRINGS ORDINANCE NO. 26-____
AND AGREEMENT TO COMPLY WITH AND FULFILL
THE CONDITIONS SET FORTH ABOVE IN THIS ORDINANCE

I, Christopher Elsey, have read the conditions set forth in the above-referenced Ordinance, including those contained in Section 4, and agree to be bound by the same.

Cotto Geneva LLC d/b/a Alano Ristorante (Applicant/Owner)

By:_____
Christopher Elsey, Managing Member

Date:_____

By:_____
Notary Public

Date:_____

Commission Expires:_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "G" (FINE WINE, PREMIUM SPIRITS, PREMIUM BEER AND GOURMET FOOD STORE LICENSE; PREMIUM SPIRITS, PREMIUM BEER AND WINE ONLY) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A RESTAURANT FOR CONSUMPTION ONLY WITHIN THE LICENSED PREMISES LOCATED AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS (APPLICANT: Cotto Geneva, LLC d/b/a Alano Ristorante)

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 10th day of August, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 10th day of August, 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 10th day of August, 2026.

_____
Edward Tymick, Village Clerk

[SEAL]

ORDINANCE NO. 26-_____
VOTE:
AYES:_____
NAYS:_____
ABSTAIN:_____
ABSENT:_____
DATE: August 10, 2026.
OTHER: Roll Call Vote.

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (APPLICANT: COTTO GENEVA, LLC D/B/A ALANO RISTORANTE PUB FOR THE OPERATION OF AN OUTDOOR LIQUOR CAFE AREA LOCATED ADJACENT TO THE 821 BURLINGTON AVENUE BUILDING AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS).

WHEREAS, Cotto Geneva, LLC d/b/a Alano Ristorante (managing members: Christopher Elsey) (the "Applicant/Owner") filed a liquor license application and the required application fee with the Village of Western Springs ("Village") for a Class "H" (Outdoor Liquor Cafe) Liquor License (the "Application") for purposes of operating an outdoor liquor café on a portion of the public sidewalk located adjacent to 821 Burlington Avenue, Western Springs, Illinois (the "Licensed Premises"). The outdoor liquor café will be operated in conjunction with Applicant/Owner's restaurant located at 821 Burlington Avenue, Western Springs, Illinois. The Applicant/Owner has also applied for a Class "B" (Full Service Restaurant With A Patron Bar) and Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only) Liquor Licenses with the Village. The Application is incorporated herein by reference as **Group Exhibit "A"**; and

WHEREAS, at its July 29, 2026 Meeting, the General Government Committee considered the Applicant/Owner's liquor license application for three (3) liquor licenses consisting of a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License, Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and a Class "H" (Outdoor Liquor Cafe) Liquor License and then received and considered input from Village staff and provided an opportunity for public input regarding the Application. At the July 29, 2026, meeting, the Committee recommended that the Village Board approve three (3) liquor licenses consisting of a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License, Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and a Class "H" (Outdoor Liquor Cafe) Liquor Licenses to the Applicant/Owner; and

WHEREAS, the Local Liquor Control Commission (the "Commission") held a public meeting on July 29, 2026 in regard to the Application for the above-described three (3) liquor licenses and issued its Recommendation No. 26-02 relative to the Application on that date. A copy of Recommendation No. 26-02 is incorporated by reference into this Ordinance. The Commission favorably recommended the issuance of two (2) liquor licenses consisting of a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License, Class "G" (Fine Wine, Premium Spirits, Premium Beer And Gourmet Food Store License; Premium Spirits, Premium Beer And Wine Only), and a Class "H" (Outdoor Liquor Cafe) Liquor License to the Applicant/Owner, subject to the conditions set forth in Recommendation No. 26-02; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village Board") find that the Applicant/Owner is eligible to hold the above-described three (3) liquor licenses, and is also in good standing with the Village and the Local Liquor Control Commissioner; and

WHEREAS, the Village Board finds that the Applicant/Owner is eligible to receive a Class "H" (Outdoor Liquor Cafe) Liquor License for the purpose of allowing the retail sale, service and consumption of alcoholic liquor in conjunction with the service of food as part of operating an outdoor liquor cafe.

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 Amendment to Liquor License Ordinance. The President and Board of Trustees approve an amendment to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10 (A)(8) (Limitation on Number of Licenses) of the Western Springs Municipal Code to increase the number of Class "H" (Outdoor Liquor Cafe) Liquor Licenses that can be issued by the Local Liquor Control Commissioner from five (5) to six (6) for purposes of the issuance of a Class "H" (Outdoor Liquor Cafe) Liquor License to Cotto Geneva, LLC d/b/a Alano Ristorante for the operation of an outdoor liquor cafe located on a portion of the public sidewalk adjacent to 821 Burlington Avenue, Western Springs, Illinois. Upon issuance of the Class "H" (Outdoor Liquor Cafe) Liquor License by the Local Liquor Control Commissioner, Section 4-1-10 (A)(8) (Limitation on Number of Licenses) of the Western Springs Municipal Code shall be amended to read, in its entirety, as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

> "f. Cotto Geneva, LLC d/b/a Alano Ristorante for an outdoor liquor café located at 821 Burlington Avenue, Western Springs, Illinois."

SECTION 2: Authorization to Issue New Class "H" (Outdoor Liquor Cafe) Liquor License Subject to Conditions. The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class "H" (Outdoor Liquor Cafe) Liquor License created under Section 2 of this Ordinance to Cotto Geneva, LLC d/b/a Alano Ristorante for the sole purpose of selling and serving alcoholic liquor as part of the operation of an outdoor liquor café, which will operate in conjunction with a full service restaurant, located at 821 Burlington Avenue, Western Springs, Illinois, as attached hereto as **Exhibit "B"**, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 4.

SECTION 3: Approval and Execution of Temporary Use Permit and License Agreement For Temporary Use Of A Public Right-Of-Way For The Operation Of An Outdoor Liquor Café. The President and Board of Trustees of the Village of Western Springs authorize the approval and execution of the attached Temporary Use Permit For An Outdoor Liquor Café (Use Of Public Sidewalk And Streetscape Bump Out) (**Exhibit "C"**) and the attached License Agreement For Temporary Use Of A Public Right-Of-Way Relative To The Operation Of An Outdoor Liquor Café (**Exhibit "D"**), SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 4.

SECTION 4: Conditions for New Class "H" (Outdoor Liquor Cafe) Liquor License and Applicant. The Local Liquor Control Commissioner shall not issue the Class "H" (Outdoor Liquor Cafe) Liquor License to Cotto Geneva, LLC d/b/a Alano Ristorante until the following conditions are satisfied, which conditions must be complied with for the duration of the Liquor License (as applicable):

A. The Applicant/Owner obtains a temporary use permit from the Village for its outdoor liquor café to be located adjacent to 821 Burlington Avenue, Western Springs, Illinois in accordance with the outdoor liquor café requirements of Section 10-4-5 of the Western Springs Municipal Code. The temporary use permit shall only be issued in the event that the outdoor liquor café is constructed in accordance with the applicable provisions of the Western Springs Municipal Code, the provisions of this Ordinance, and in substantial conformance with the Outdoor Liquor Café Site Plan, as amended in subsection G below, which is on file with the Village's Building Department and is incorporated herein by reference.

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

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

D. As part of operating an outdoor liquor café under a Class “H” Liquor License and a full service restaurant under a Class “B” Liquor License at the Licensed Premises, the Applicant/Owner and its on-site manager(s) agree to operate a separate, dedicated cash register or sales tracking system for purposes of tracking the retail sales of food and alcoholic beverages relative to the full service restaurant and the outdoor liquor café.

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

F. The following individual shall serve as the initial on-site manager(s): Christopher Elsey. If additional on-site managers are necessary to operate the restaurant and outdoor liquor café or the above-listed initial on-site manager(s) is replaced, the Applicant/Owner and the new, proposed on-site managers are each required to file with the Village a completed Supplemental Liquor Application signed by the proposed on-site manager that satisfies the liquor license eligibility and application requirements of the Village’s Liquor Control Ordinance (Title 4). The proposed on-site managers must satisfactorily pass the required criminal background check and the required Village staff investigations. Copies of the Supplemental Liquor Application, criminal background check report and Village staff investigation reports shall be submitted to the Local Liquor Control Commissioner and the Village Attorney for review.

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

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

regulations imposed from time to time by the President and Board of Trustees of the Village or the Local Liquor Control Commissioner.

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

1. All sales, service and consumption of alcoholic liquor pursuant to the Class "H" (Outdoor Liquor Café) Liquor License shall take place within the outdoor liquor cafe.
2. Alcoholic liquor shall be sold and served by the Bassett/TIPS-trained wait staff who are at least 21 years old. The wait staff shall sell and serve alcoholic liquor only to patrons who are 21 years old or older and who are seated at the patron tables within the outdoor liquor cafe.
3. A maximum of **seating capacity of thirty- six (36) persons, a maximum of eight (8) tables, four (4) tables each with four (4) seats and two (2) tables with two (2) seats and two (2) tables with six (6)** seats are allowed within the Outdoor Liquor Cafe. The maximum seating capacity and the maximum number of tables may be increased under a modified Outdoor Liquor Café Plan, if approved by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process.
4. Hours: The operation of the outdoor liquor cafe shall be permitted only for **Regular Hours Of Operation between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. The Applicant/Owner offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays.** Prior to the opening time and after the closing times listed above, patrons will be allowed to occupy the outdoor liquor café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages, except during brunch service. The Applicant/Owner shall not allow patrons to consume alcoholic beverages in the outdoor liquor cafe outside of the authorized hours of operation. No live entertainment shall be permitted in the outdoor liquor café.
5. The Applicant/Owner agrees to remove all tables, chairs and other appurtenances from the Village's sidewalk area (the "Licensed ROW Area") when requested by the Village at any time for governmental purposes such as to allow for snow removal, maintenance or other Village projects. The Owner is responsible for snow removal of the Licensed ROW Area regardless of placement of tables, chairs and other appurtenances. The Applicant/Owner agrees to remove all tables, chairs and other appurtenances from the Licensed ROW Area from December to March each year.
6. The Applicant/Owner, at its cost, shall comply with the Village Manager's and the Village Staff's written direction relative to the installation and maintenance of a fence or exterior barrier for the outdoor liquor café adjacent to the on-street parking stalls to protect against a motor vehicle from accidentally entering into the outdoor liquor café. The Applicant/Owner, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the outdoor liquor café's location and operation, including the perimeter fence or barrier for the outdoor liquor café, that are required by the Village Manager and the Village Staff from time to time for the duration of the Class "H" (Outdoor Liquor Café) Liquor License approved under this Ordinance or any renewal of such License. The above-written direction of the Village Manager and the Village Staff and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and

made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.

7. If the Applicant/Owner desires to install temporary electric lighting in the Outdoor Liquor Cafe, the Village Board, in its discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the Outdoor Liquor Cafe and not at surrounding properties. Extension cords shall not be permitted to lie on the ground within the Outdoor Liquor Cafe so as to create a trip hazard. Any electrical equipment used within the right-of-way shall comply with current N.E.C. standards.
8. The noise from the operation of and patrons of the outdoor liquor café shall be monitored by the owner and on-site manager of the Applicant/Owner as to not become a nuisance to surrounding property owners.
9. No live music is allowed in the outdoor liquor café, but the same music being played in the restaurant may be played through speakers in the outdoor liquor café in a manner that is not a nuisance to surrounding property owners.
10. The assumed name or "doing business as" name and any related signage that is used by the Applicant/Owner shall conform to the applicable regulations of Title 4 (Liquor Control) of the Western Springs Municipal Code.

J. If within **one hundred eighty (180) calendar days of the approval date of this Ordinance** the Local Liquor Control Commissioner has not issued the Class "H" (Outdoor Liquor Cafe) Liquor License to the Applicant/Owner or advised in writing of their intention to issue the Class "H" (Outdoor Liquor Cafe) Liquor License upon satisfaction of one or more conditions (e.g., issuance of a temporary use permit for the outdoor liquor cafe), then this Ordinance shall automatically become null and void without any further action or notice by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.

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

SECTION 5: Conflicts and Repealer. Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. Except as to the amendments heretofore mentioned, all Chapters and Sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

SECTION 6: 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 7: 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 10th day of August , 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

_____
Heidi Rudolph, Village President

_____
Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 10th day of August, 2026.

_____
Edward Tymick, Village Clerk

Group Exhibit "A"

Application submitted date June 23, 2026

(attached)

June 23, 2026

Alano Ristorante

821 Burlington Ave

Western Springs, IL 60558

ALANO

RISTORANTE

Alano Ristorante will be designed to be an elegant Italian restaurant in downtown Western Springs. The estimated price per person is $30-$45 depending alcoholic beverages. The full service restaurant will offer appetizers, salads, pastas, pizza, fish, chicken and steaks. The restaurant is proposed with a patron bar. The proposed alcoholic beverage menu contains specialized spirits, classic cocktails, wine and beer to pair with dining options. Non-alcoholic beverages will round out the full menu.

Minor remodeling to the existing space is proposed. The existing special event space is proposed to be upgraded and remain.

I look forward to presenting this new concept to the Village Officials.

Chris Elsey

Owner

Alano Ristorante

ALL APPLICATIONS MUST BE TYPEWRITTEN. NO HANDWRITTEN FORMS WILL BE ACCEPTED.
THE FURNISHING OF ANY INACCURATE INFORMATION SHALL BE CAUSE FOR LICENSE REVOCATION.

MUST BE FILED IN DUPLICATE WITH THE OFFICE OF THE VILLAGE MANAGER

VILLAGE OF WESTERN SPRINGS
COOK COUNTY, ILLINOIS
LOCAL LIQUOR CONTROL COMMISSION
APPLICATION FOR RETAIL LIQUOR LICENSE

NEW/RENEWAL: Class B,G &H **Liquor License**
(Non-Refundable Application Fee for
Issuance of new Liquor License; One-Time Only Fee)

DATE: June 12,2026

Honorable Presiding Village President and Local Liquor Control Commissioner
Village of Western Springs, Illinois

Reference in this Application to an owner shall mean any person who is an owner of more than five percent (5%) of the corporation, a partner in a partnership or a member of a limited liability company, which is applying for the license. All questions must be answered completely. **QUESTIONS ARE TO BE ANSWERED ACCURATELY. IF QUESTIONS ARE NOT ANSWERED ACCURATELY, THE LICENSE WILL BE SUBJECT TO REVOCATION. IT WILL NOT BE A DEFENSE THAT ANSWERS WERE GIVEN TO THE BEST OF THE ANSWERER'S KNOWLEDGE. IT IS YOUR RESPONSIBILITY TO ASCERTAIN THE ACCURACY OF YOUR RESPONSE. IF MORE SPACE IS NEEDED TO FULLY RESPOND, ATTACH A SEPARATE PAGE(S).**

The undersigned (an owner), Christopher Elsey (name), Christopher Elsey (title) of Cotto Geneva LLC d/b/a Alano Ristorante (business name and assumed name) makes application for a Class B,G&H liquor license, at the address of 821 Burlington Ave Western Springs, IL 60558 for the period ending March 31, 2027, and tenders the sum of $ 2150, the prescribed fee as set forth in the following:

SCHEDULE OF ANNUAL FEES FOR THE VARIOUS CLASSES OF RETAIL LIQUOR LICENSES (SECTIONS 3-3-2 and 4-1-9):		Application Fee	Annual Fee
CLASS A:	Full Service Restaurant with a Service Bar	$ 1,000.00	$ 2,000.00
CLASS B:	Full Service Restaurant with a Patron Bar	1,000.00	2,000.00
CLASS C:	Full Service Restaurant; Beer and Wine Only	1,000.00	1,000.00
CLASS D:	Limited-Service Restaurant License; Beer and Wine Only; No Patron or Service Bar	1,000.00	1,000.00
CLASS E:	Supermarket License	1,000.00	3,000.00
CLASS F:	Culinary School License	1,000.00	500.00
CLASS G:	Fine Wine, premium spirits and beer, gourmet food store	1,000.00	1,000.00
CLASS H:	Outdoor Liquor Café	500.00	150.00
CLASS I:	Special Event (Not-For-Profit Organization Owned or Leased Property)	400.00*	100.00**
CLASS J:	Special Event (Village-Owned Property (Beer And Wine Only)	400.00*	100.00**
CLASS K:	BYOB - Corkage License (Beer and Wine Only)	250.00	200.00
CLASS L:	Limited Special Event License; Tastings Of Beer And Wine And Beer And Wine Package Sales Only	345.00	357.00
CLASS M:	Theatre license	250.00	100.00
CLASS N:	Caterer's License	200.00	100.00
CLASS O:	Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)	1,000.00	1,000.00
CLASS Q:	Wine Establishment License (Wine Tasting And Retail Wine Sales By The Bottle; On-Site Consumption)	1,000.00	1,000.00

* *There is no special event license application fee for the holder of an existing Village-issued liquor license.*

** *The above $100 fee is a "renewal application fee" payable by an applicant in subsequent years to renew a special event license. For each special event license (5 or fewer events in one calendar year), there is a $25 per event fee, and for each additional event after the 5th event in one calendar year, there is a $15 per event fee.*

*** *Class "N" fees are higher for those entities not currently holding a liquor license issued by the Village of Western Springs. Consult the Village Code for current fees.*

AN OWNER MUST COMPLETE THIS APPLICATION. IF A MANAGER IS TO BE EMPLOYED BY THE OWNER, THE MANAGER WILL ALSO HAVE TO COMPLETE AND SUBMIT AN APPLICATION, WHICH WILL BE MARKED AS A "SUPPLEMENTAL APPLICATION." NO FEE WILL BE CHARGED TO PROCESS THE SUPPLEMENTAL APPLICATION. EACH LICENSE TERMINATES ON THE 31st DAY OF MARCH.

THE INFORMATION PROVIDED IN NOS. 1(A)-(S) MUST BE PROVIDED FOR EACH INDIVIDUAL WHO WILL AT ANY PARTICULAR TIME BE THE PERSON ON THE PREMISES WHO HAS SUPERVISORY OR MANAGEMENT RESPONSIBILITY OVER THE OTHER EMPLOYEES. PLEASE PROVIDE SUCH INFORMATION ON SEPARATE SHEETS OF PAPER. EACH SUCH MANAGEMENT PERSON MUST BE FINGERPRINTED BY THE WESTERN SPRINGS DEPARTMENT OF LAW ENFORCEMEMT SERVICES. APPOINTMENTS FOR FINGERPRINTING MUST BE MADE 72 HOURS IN ADVANCE. NO FINGERPRINTING WILL BE DONE WITHOUT SUCH AN APPOINTMENT.

SPECIAL EVENT LICENSE APPLICANTS MUST COMPLETE THE ATTACHED "SPECIAL EVENT RIDER."

1. INFORMATION ON APPLICANT AND PERSON COMPLETING THIS APPLICATION. Pursuant to Title 4, Chapter 1, Section 16 of the Western Springs Municipal Code, please provide the following information.

A. Name: Christopher Elsey ■ Male ☐ Female:

B. Mailing A

C. Address

D. Home Ph

E. Work Ph

F. Citizensh

G. If natura

H. Place of

I. Driver's L

J. Height:

K. Weight:

L. Color of

M. Color of

N. Social Se

O. Vehicles

P. Other home addresses within the last 5 years:

Street Address	City, State, ZIP	Dates	
		From	To

Q. Businesses owned or operated within the last 5 years that required a liquor license, stating: (a) Name of business; (b) State and municipal liquor license numbers; (c) Address; and (d) Phone number.

Business Name: Hillgrove Tap LLC dba Hillgrove Tap

Address: 800 Hillgrove Ave Western Springs, IL 60558 Phone Number: 708-290-0055

Dates owned: From: Dec. 4 2015 To: present

Describe any liquor license incident requiring police intervention:

State liquor license #: 1A-1128070 Date of license: Expires 6/1/2027

Municipal liquor license #: 2026-19 Date of license: " 4/1/27

Name, address and telephone number of municipality issuing liquor license:

Village of Western Springs IL 60558

R. Has any of the Applicant's liquor licenses ever been suspended or revoked? If so, explain: NO

S. State your relationship to the business for which the license is sought. Owner/Operator

2. Description of the premises at which business will be operated. Additionally, attach a floor plan or site plan

Total square feet: 5000 Bar area Sq. Ft.: 600 Kitchen area Sq. Ft.: 900

No. of tables: 34 Type of food served: Italian

No. of parking spaces: street parking

3. If this is a new license application, what kind of business was previously conducted in the space where you intend to operate your business? Restaurant

4. Name of corporation to which license is to be issued. Cotto Geneva LLC dba Alano Ristorante

5. Name, address and phone number under which the licensed business will be operated.

Business Name: Alano Ristorante

Address: 821 Burlington Ave Western Springs, IL Phone Number:

6. Does the Applicant own the building or the space in which the business is located? ☐ Yes ■ No

[Attach/include proof of ownership (e.g., a deed) to this Application].

7. Does the Applicant lease the building or the space in which the business is located? ■ Yes ☐ No

The expiration date of the Lease is: 2046 *[Attach a certified copy of Lease to this Application]*.

8. Is the nearest part of any church building used for worship services or educational programs within 100 feet of the nearest part of the proposed licensed premises? ☐ Yes ■ No

9. Is any school (other than an institution of higher learning), hospital, home for the aged or indigent persons or for veterans, their spouses, or children within 100 feet of the center of the proposed licensed premises?

☐ Yes ■ No

10. Do you have or intend to have a manager or a management contract with another entity or person, who is not a bona fide employee, to manage the licensed business for you? ☐ Yes ■ No

11. If the answer to Question Number 10 is "Yes," state the name, age, address and telephone number of the manager, or for a management company state the same information, as applicable, for the company and for any assigned representative of the company who will serve as the on-site manager.

Name: _____ Age: _____

Address: _____ Phone Number: _____

(The manager or management company must complete and submit an Application, which will be marked as a "Supplemental Application.")

12. How long has the Applicant been in the business of the retail sale of alcohol and describe the nature of its business experiences? 26 years

13. Date of incorporation or organization of your company: March 2025

(As applicable, attach a copy of the Articles of Incorporation, Articles of Organization, Shareholders Agreement, Operating Agreement and Partnership Agreement).

14. If the Applicant is a corporation or a limited liability company, has it ever been dissolved, either voluntarily or involuntarily? ☐ Yes ☒ No

If so, state the date of reinstatement: _____

15. If the Applicant is incorporated or organized in a state other than the State of Illinois, you must attach the document pursuant to which the company is qualified under Illinois law to transact business in Illinois.

16. List the names, addresses, dates of birth, telephone numbers and social security numbers of all Officers and Directors.

Name: see attached sheet Address: _____ Office Held: _____

Date of Birth: _____ SS#: _____ Phone No.: _____

Name: _____ Address: _____ Office Held: _____

Date of Birth: _____ SS#: _____ Phone No.: _____

Name: _____ Address: _____ Office Held: _____

Date of Birth: _____ SS#: _____ Phone No.: _____

17. List the names, addresses, dates of birth and social security numbers of all partners (if a partnership), members (if a limited liability company), or shareholders who own in the aggregate more than 5% of the stock of the corporation.

Name: Christopher Elsey Address: [redacted] % of Stock: 65

Date of Birth: [redacted]

Name: see attached for all Address: _____ % of Stock: _____

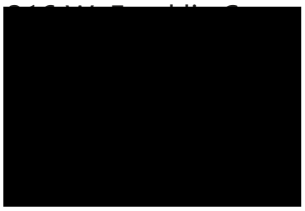
Date of Birth: _____ SS#: _____ Phone No.: _____

COTTO GENEVA LLC dba Alano Ristorante

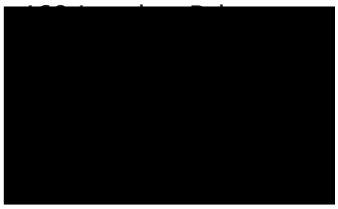
LLC members (Investors) Information:

Christopher Elsey **65%**

Massimo Salatino **15%**



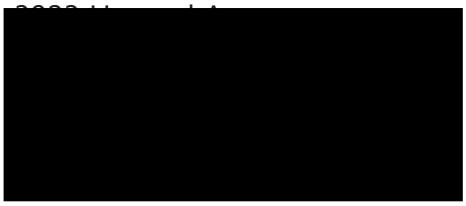
Jeffery Lukas **5%**



Robert Marth **5%**

RP Fox & Associates INC (Michael Fox) **5%**

Dan Riordan **5%**



18. Is the Applicant a subsidiary of a parent corporation? ☐ Yes ■ No

If so, state the name, address and telephone number of the parent corporation. *(The Local Liquor Control Commission has the right to require that the parent company complete and submit this Application).*

Name: _____ Address: _____ Phone No: _____

19. Is the Applicant obligated to pay a percentage of profits to any person or entity not listed in Question Numbers 17 and 18? ☐ Yes ■ No

If so, explain and identify the name, address and telephone number of such persons or entities: _____

_____

Name: _____ Address: _____ Phone No: _____

Name: _____ Address: _____ Phone No: _____

20. Has the Applicant or any person listed in Questions Numbers 17 or 18 or any of your managers ever held another liquor license in the United States? ■ Yes ☐ No

If so, state the dates, city and state of each license:

License Holder: Christopher Elsey Date: expires 6/1/27

City and State: Western Springs, IL 60558

License Holder: _____ Date: _____

City and State: _____

21. Has the Applicant or any person listed in Question Numbers 17 or 18 or any of your managers ever been denied a liquor license from any jurisdiction? ☐ Yes ■ No

If so, state the date of particulars: _____

_____

_____

22. Has the Applicant or any person listed in Question Numbers 17 or 18 or any of your managers ever had a previous liquor license (whether wholesale or retail) revoked by the Federal Government or by any state, county or local government? ☐ Yes ■ No

If so, explain: _____

_____

_____

23. Other than when making an initial application for a license, has the Applicant or any predecessor to or subsidiary or corporate parent entity of the Applicant ever been subject to charges, hearing violations, or citations of the "*State Liquor Control Act of 1934*" and any local liquor ordinance with respect to a liquor license? ☐ Yes ■ No

If yes, please state the following:

Previous Licensor: _____ Licensee Name(s): _____

Licensee(s) Address: _____

Address of Licensed Premises: _____

Names of the licensed establishment and the date or dates of such revocation or suspension: _____

_____

_____

24. If the answer to either Question Numbers 22 or 23 is "Yes," **describe on a separate page** for each and every charge, violation, or citation: a) the date of the charge; b) the final disposition of the charge; and c) name, address and telephone number of the municipality or other jurisdiction bringing the charge.

If no charges were involved, state the reason for the investigation or hearing: _____

_____

_____

25. Has the Applicant or any person listed in Question Numbers 17 and 18 or any of your managers ever been found guilty of a felony or a misdemeanor, including but not limited to any gambling offense, concerning the sale or use of illegal drugs or any alcohol related traffic offense? ☐ Yes ■ No

If so, explain the charge, the date, the city and state where the charge was brought, and the disposition. This must include all findings of guilty, whether subsequently vacated or not and shall specifically include any orders of court supervision, whether satisfactorily completed or not.

Name of Person: _____ Charge: _____

Date: _____ City and State: _____

Disposition: _____

Name of Person: _____ Charge: _____

Date: _____ City and State: _____

Disposition: _____

26. Please attach a verified financial statement showing the assets and liabilities of the Applicant dated no later than thirty (30) days prior to date of the Application. Additionally, a verified financial statement must be submitted for all persons who will share in the profits or losses of a limited liability company or a partnership, which seeks a liquor license, as well as for shareholders owning more than five percent (5%) of a corporation which applies for a license.

27. The Applicant's Retailer Occupational Tax Registration (ROT) Number: _____

The Applicant's Federal Employer Identification Number (FEIN): 33-4044875

28. Is the Applicant delinquent in the payment of the Retailer's Occupational Tax (sales tax)? ☐ Yes ■ No

If the answer is "Yes," explain: _____

_____

29. Is any person listed in Question Numbers 17 and 18 or any of your managers an elected public official?

☐ Yes ■ No

If yes, state the office and unit of government: _____

_____

30. Is any other person directly or indirectly connected with the operation, ownership or management of the Applicant's place of business or the premises to be licensed an elected public official? ☐ Yes ■ No

If yes, state the particulars: _____

_____

31. Does any person listed in Question Numbers 17 or 18 or any of your managers hold any law enforcement office?

☐ Yes ■ No

If yes, name the person, title and agency:

Person: _____ Title: _____

Agency: _____

(When answering Question Numbers 32 through 39, the term "person" shall include any partnership in which the person was a partner, any limited liability company in which the person was a member, or any corporation in which the person was or is more than a 5% shareholder).

32. In the past two years, has any person listed in Question Numbers 17 or 18 or have any of your managers made any political contributions to any member of the Western Springs Board of Trustees or to any member of the Illinois State Liquor Commission? ☐ Yes ■ No

33. If the answer to question number 32 is "Yes," identify each contribution and the amount:

Contribution: _____ Amount: _____

Contribution: _____ Amount: _____

Contribution: _____ Amount: _____

34. Does any person listed in Question Numbers 17 and 18 or any of your managers possess a current Federal Wagering or Gambling Device Stamp? ☐ Yes ■ No

If yes, state the reasons _____

_____

35. State the value of goods, wares and merchandise to be used in the business that are purchased and on hand at this time: Nothing on hand yet but closer to opening food, liquor, beer , wine will be in stock

_____

36. If this is a renewal application, has the ownership or management changed in any manner since the prior application? ☐ Yes ☐ No

If yes, please explain the nature of the change(s): _____

_____

_____

37. Does the business that is proposed to be licensed currently carry Dram Shop Insurance coverage for the premises or have a binder for Dram Shop Insurance coverage to be issued upon approval of the liquor license?

■ Yes ☐ No

If yes, attach a copy of the insurance certificate or binder. The Applicant should provide the Village Manager with at least a binder during the application review process in order to expedite the consideration of the application. A certificate of insurance meeting the requirements of Title 4, Chapter 1, Section 20 of the Western Springs Municipal Code must be provided to the Village Manager following license approval in order for a liquor license to be issued.

38. Pursuant to Title 4, Chapter 1, Section 15 of the Western Springs Municipal Code, no license shall be issued if any of the below statements cannot be answered in the affirmative by the Applicant. By signing this Application, the Applicant affirmatively states that the Applicant is:

A. A person who is a resident of the Village (unless Subsections J, K or L apply).

B. A person of good character and reputation in the community in which he or she resides.

C. A person who is a citizen of the United States.

D. A person who has not been convicted of a felony under any federal or state law, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.

E. A person who has not been convicted of being the keeper of or is not keeping a house of ill fame.

F. A person who has not been convicted of pandering, sexual molestation or other crime or misdemeanor opposed to decency and morality.

G. A person whose license to sell alcoholic liquor, whether issued under this Chapter or by any other governmental entity, has not been revoked for cause.

H. A person who at the time of application for renewal of license issued hereunder would be eligible for such license upon a first application.

I. A partnership, and all of the partners of such partnership qualified to obtain a license as individuals except for reason of residency.

J. A copartnership, if any general partnership thereof, or any limited partnership thereof, owning more than 5% of the aggregate limited partner interest in such copartnership would not be eligible to receive a license hereunder for any reason other than residence within the Village.

K. A corporation where:

(i.) No officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five percent (5%) of the stock of such corporation, is ineligible to receive a license hereunder for any reason other than citizenship and residency; and

(ii.) It is incorporated in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois, it is in good standing under the state of incorporation.

L. A limited liability company where:

(i.) No officer, manager or director owning more than 5% of the aggregate ownership interest in such company is ineligible to receive a license hereunder for any reason hereunder other than citizenship and residency; and

(ii.) It is organized in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign limited liability company which is qualified under Illinois law to transact business in Illinois, it is in good standing under the state of organization.

M. A person whose place of business is conducted and physically controlled and operated by a manager or agent and such manager or agent possesses the same qualifications required of an individual licensee hereunder.

N. A person who has not been convicted of a violation of any federal or state law concerning the sale or use of illegal drugs, or the manufacture, possession or sale of alcoholic liquor, or has not forfeited his bond to appear in court to answer charges of any such violation, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.

O. A person who either owns the premises (or the beneficial interest in a land trust owning the premises) for which a license is sought, or has a lease thereon for the full period for which the license is to be issued.

P. A person who is a beneficial owner of the business to be operated by the licensee.

Q. A person who is not a law enforcing public official, the village president, member of the board of trustees, member of the local liquor control commission or any other elected public official, unless said applicant is a member of the board of trustees (except for the village president who serves as the local liquor commissioner) who seeks a license in relation to premises that are located within the Village, provided (i) the sale of alcoholic liquor pursuant to the license is incidental to the selling of food, (ii) the issuance of the license is approved by the State Commission, (iii) the issuance of the license is in accordance with all applicable local ordinances in effect where the premises are located, and (iv) the official granted a license does not vote on alcoholic liquor issues pending before the Village Board.

R. A person or entity to whom a federal wagering stamp has not been issued by the federal government for the current tax period unless the person or entity is eligible to be issued a license under the Raffles Act or the Illinois Pull Tabs and Jar Games Act.

S. A person who has not been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.

T. A person who is twenty-one (21) years of age or older.

39. Pursuant to Title 4, Chapter 1, Section 16 of the Western Springs Municipal Code, by signing this Application, the Applicant affirmatively states that:

A. The Applicant has not been convicted of a felony or any other offenses prohibited under Title 4 of the Western Springs Municipal Code.

B. The Applicant will not violate any of the laws of the Village, the State or of the United States in the conduct or operation of the place of business to be licensed.

40. The Applicant shall complete and submit with this Application an Authorization for Release of Information Relative to Application for Retail Liquor License on a form approved by the Village.

IF A NEW MANAGER HAS BEEN OR IS ADDED TO THE BUSINESS, THAT PERSON MUST CONTACT THE WESTERN SPRINGS DEPARTMENT OF LAW ENFORCEMENT SERVICES, (708) 246-1800, TO SET UP AN APPOINTMENT TO BE FINGERPRINTED AND MUST SUBMIT A SUPPLEMENTAL APPLICATION. THE APPOINTMENT SHOULD BE MADE MONDAY THROUGH FRIDAY FROM 9:00 A.M. TO 5:00 P.M.

A LIQUOR LICENSE IS NOT TRANSFERABLE. IF YOU ANTICIPATE A SALE OF THE BUSINESS, OR A CHANGE IN OWNERSHIP OR MANAGEMENT, IT IS YOUR SOLE RESPONSIBILITY TO ASSURE THAT THE REQUIRED NOTIFICATION AND/OR REAPPLICATION PROCESS IS STARTED AT LEAST 120 DAYS PRIOR TO THE CHANGE. ALL INVESTIGATIONS BY THE LOCAL AUTHORITIES MUST BE COMPLETED BEFORE THE LOCAL LIQUOR CONTROL COMMISSIONER AND LOCAL LIQUOR CONTROL COMMISSION WILL CONSIDER THE APPLICATION.

SIGNATORY PAGE

Corporate Seal
(If applicant is corporation)

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

The undersigned, Christopher Elsey, first being duly sworn, under oath deposes and says that _he_ is/are the Applicant(s) for the license requested in the foregoing Application; that _he_ is/are of good repute, character and standing and that answers to the questions asked in the foregoing Application are true and correct in every detail. I further state that I have read and understand the Code provisions of the Western Springs Municipal Code that govern the sale and delivery of alcoholic beverages. I further agree not to violate any of the laws of the State of Illinois, the United States of America or any of the ordinances of the Village of Western Springs in the conduct of my place of business.

I ALSO UNDERSTAND THAT AN UNTRUE, INCORRECT OR MISLEADING ANSWER GIVEN IN THIS APPLICATION IS SUFFICIENT CAUSE FOR THE REFUSAL TO GRANT OR THE REVOCATION OF ANY LICENSE GRANTED PURSUANT TO THIS APPLICATION.

I further give my permission to the Village of Western Springs or any agency of the Village to check with any agency or individual named or referred to in this Application to verify or clarify any answer that I have given.

Christopher Elsey
APPLICANT

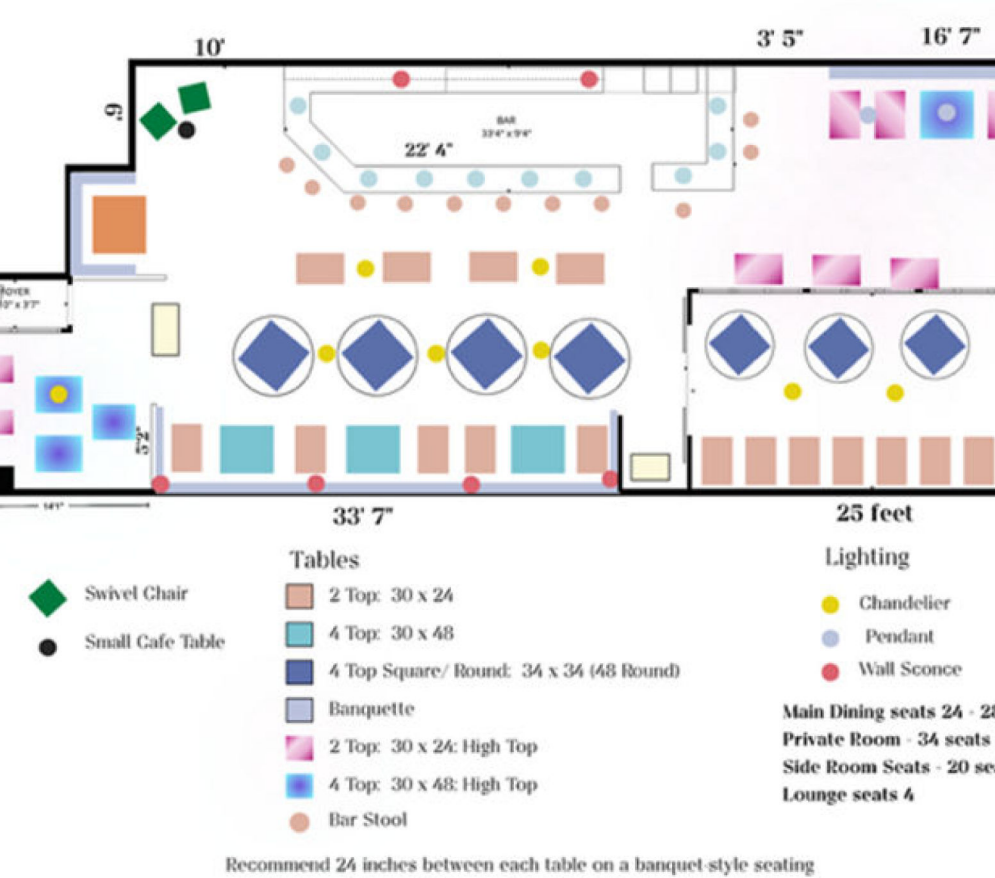
Subscribed and Sworn to before me this 15th day of June, 2026

NOTARY PUBLIC

APPLICATION APPROVED:

Local Liquor Control Commissioner

Date: _____


10'
3' 5"
16' 7"
9'
22' 4"
BAR
33' 7"
25 feet
Swivel Chair
Small Cafe Table
Tables
2 Top: 30 x 24
4 Top: 30 x 48
4 Top Square/ Round: 34 x 34 (48 Round)
Banquette
2 Top: 30 x 24: High Top
4 Top: 30 x 48: High Top
Bar Stool
Lighting
Chandelier
Pendant
Wall Sconce
Main Dining seats 24 -
Private Room - 34 seats
Side Room Seats - 20 se
Lounge seats 4
Recommend 24 inches between each table on a banquet-style seating

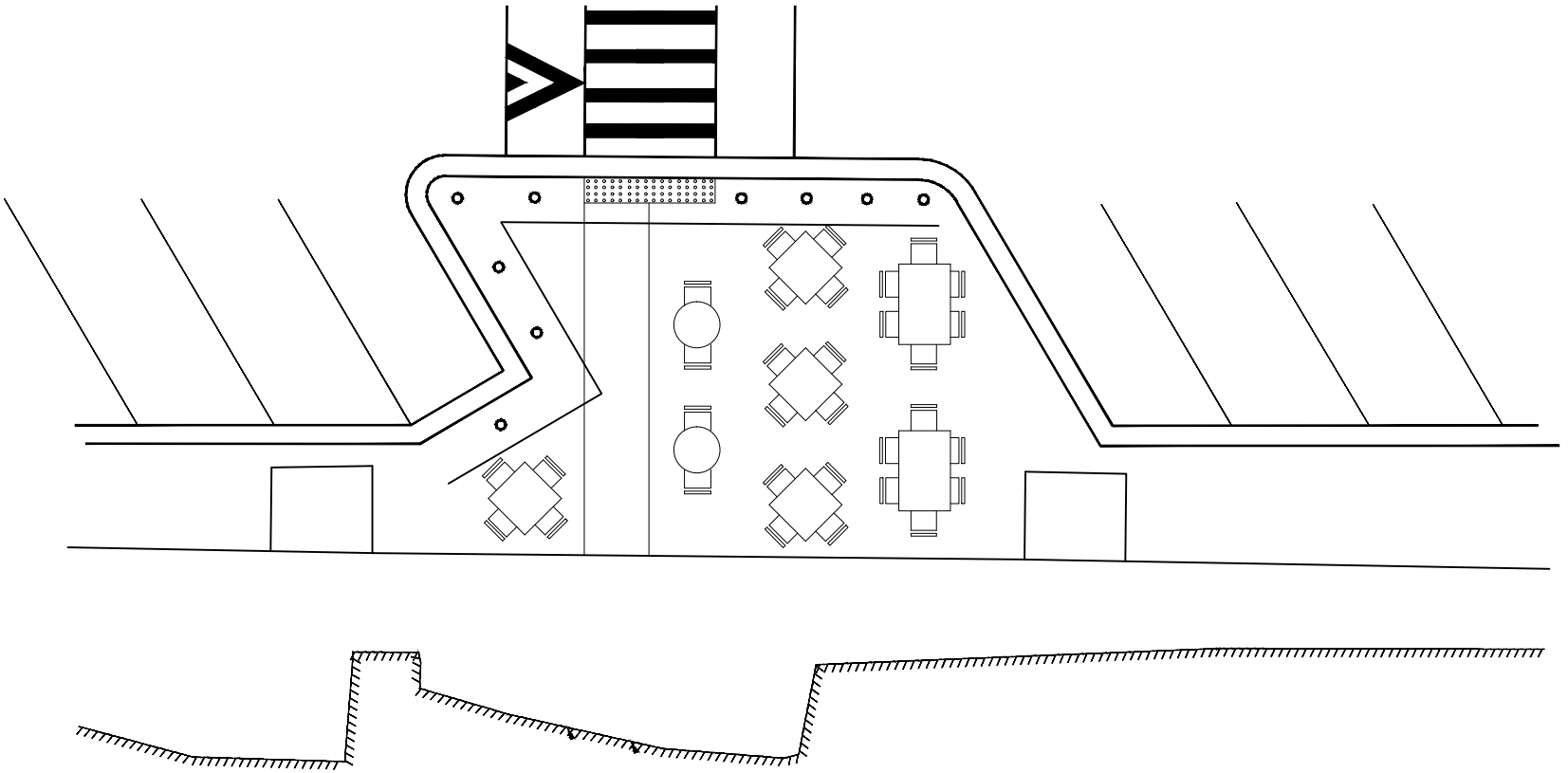


Exhibit "B"

Outdoor Liquor Café Site Plan
dated July 18, 2026

(attached)

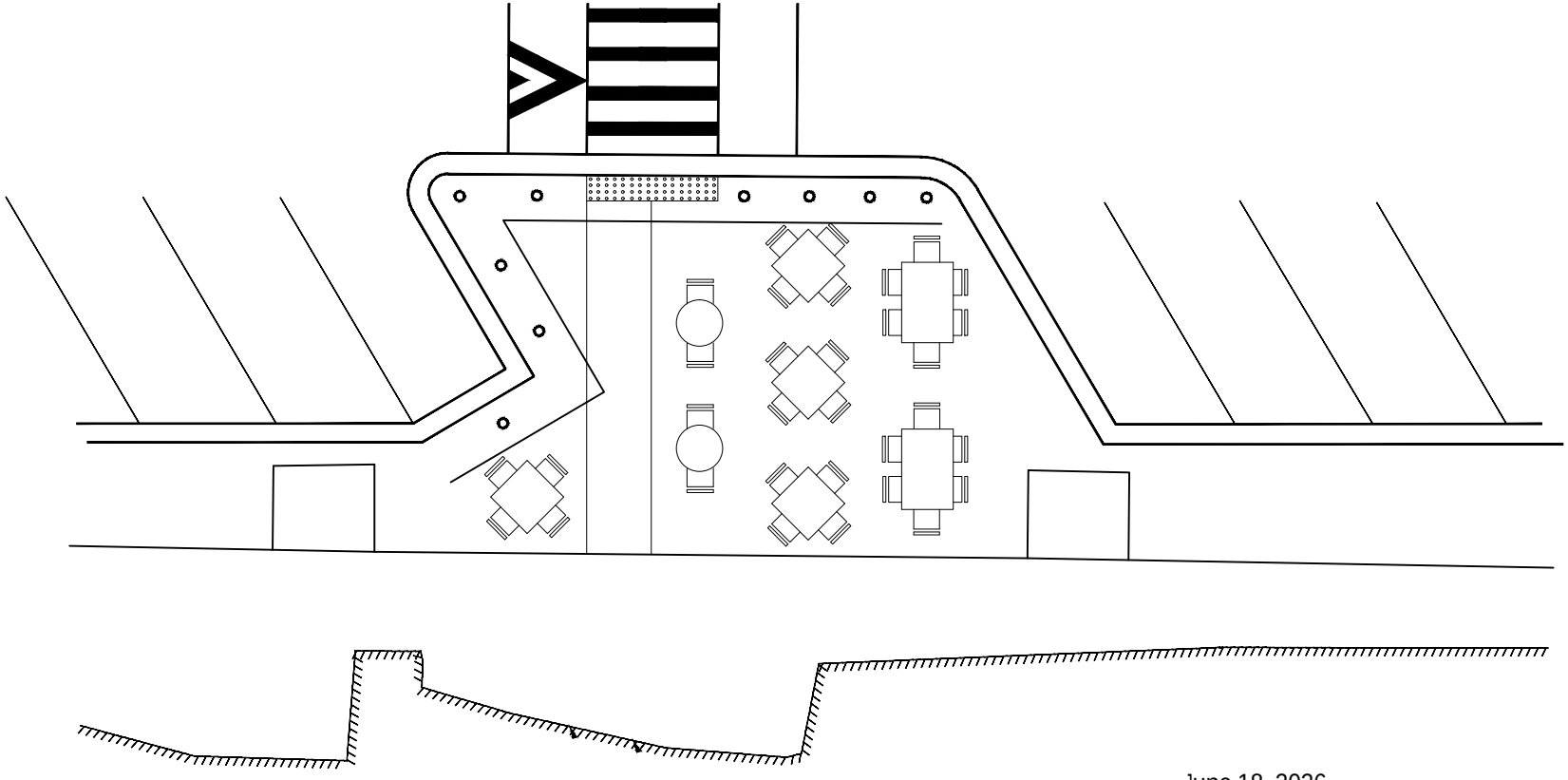


Exhibit "C"

Temporary Use Permit For An Outdoor Liquor Café
(Use Of Public Sidewalk And Streetscape Bump Out)

(attached)

Village of Western Springs
Temporary Use Permit For An Outdoor Liquor Café
(Public Sidewalk and Streetscape Bump Out)

Date of Village Board Approval:	**August 10, 2026**
Applicant/Permittee/Business:	**Cotto Geneva, LLC d/b/a Alano Ristorante**
Location:	**Public Sidewalk and Streetscape Bump Out adjacent to 821 Burlington Avenue, Western Springs, Illinois**
Permit Duration:	**From the Approval Date to August 11, 2026**

Permit Conditions:

1. **Location:** Permittee shall construct, maintain and operate the Outdoor Liquor Café at the above Location in accordance with the attached "Outdoor Liquor Café Plan" approved by the Village Board on **August 10, 2026**, or such modified Outdoor Liquor Café Plan, as approved by the Local Liquor Control Commissioner after input from Village staff and after completion of the Village staff plan review process**,** and the regulations governing outdoor liquor cafes as set forth in Section 10-4-5(F) of the Western Springs Municipal Code. This Temporary Use Permit ("TUP") allows the Permittee to operate the Outdoor Liquor Café on public property only, as provided below. A copy of the Outdoor Liquor Café Plan **dated July 18, 2026**is attached hereto as **Exhibit "A"** and made a part hereof. If a modified Outdoor Liquor Café Plan is submitted and approved, as provided for above, the modified Outdoor Liquor Café Plan will be attached to this TUP upon Village approval.
2. **Seating:** A maximum of **thirty-six (36) persons, a maximum of eight (8) tables (varying sizes per Exhibit "A"**) are allowed within the Outdoor Liquor Café under the attached Outdoor Liquor Café Plan. The maximum seating capacity and the maximum number of tables may be increased under a modified Outdoor Liquor Café Plan, if approved by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process.
3. **Hours:** The operation of the Outdoor Liquor Cafe shall be permitted only between the hours of **eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. Permittees offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays.** Prior to the opening times and after the closing times listed in the two (2) preceding sentences, patrons will be allowed to occupy the Outdoor Liquor Café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages. The Permittee shall not allow patrons to consume alcoholic beverages in the Outdoor Liquor Cafe outside of the above authorized hours of operation.
4. **Prohibited Conduct:** No portion of the Outdoor Liquor Café shall be placed or operated on Village property or the public right-of-way. No food may be stored, cooked or otherwise prepared in the Outdoor Liquor Café. There shall be no bus tubs or plate carts or racks stationed in the Outdoor Liquor Café. **No live music or entertainment shall be permitted in the Outdoor Liquor Café, but the same music being played in the restaurant may be played through speakers in the Outdoor Liquor Café in a manner that is not a nuisance to surrounding property owners.**
5. **Maintenance.** Each evening, the Outdoor Liquor Café shall be swept clean of any debris, and all tables and chairs shall be consolidated in a neat and orderly manner. **At least three (3) times per week (and when requested by the Community Development Director), the Outdoor Liquor Café shall be power-washed by Permittee to remove any food or drink residue or other debris.**
6. **Winter Conditions:** Per Section 10-4-5 (F) of the Western Springs Municipal Code, the Outdoor Liquor Café may operate during the months of December, January and February, upon request by

the Permittee and upon approval of the Local Liquor Control Commissioner, in any calendar year, weather permitting.

7. **Exterior Barrier / Planter Plan**; **Safety Plan:** Permittee shall comply with the exterior barrier / planter installation plan with anchor requirements for the Outdoor Liquor Café, as shown on the attached Outdoor Liquor Café Plan. Any modifications to the exterior barrier / planter installation plan shall be subject to approval by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process relative to the installation and maintenance of an exterior barrier for access to the Outdoor Liquor Café adjacent to the public street right-of-way to protect against a motor vehicle from accidentally entering into the Outdoor Liquor Café (as applicable). Permittee shall also comply with any modifications to or other safety-related requirements pertaining to the Location and operation of the Outdoor Liquor Café, including the above-mentioned exterior barrier, that are required by the Local Liquor Control Commissioner or the Village Manager and the Village staff from time to time for the duration of this Temporary Use Permit or any renewal of such Permit. Regarding the Outdoor Liquor Café and planters:
    a. The planters must be planted and maintained throughout the growing season with high quality, decorative flowers, grasses and other vegetation, and the planters may remain in place during the non-operation period (December through March), provided they are covered with evergreen materials.
    b. If a planter becomes damaged, the damaged planter shall be replaced prior to continued operation of outdoor dining.
    c. If the planters must be moved or stored off-site at the request of the Village for whatever reason (i.e., utility maintenance or access), it shall be the sole responsibility of the Permittee, at its cost, to comply with the Village's request to move, store or otherwise relocate the planter(s) within ten (10) calendar days from receipt of written notice from the Village.
8. **Umbrellas and Exterior Lights and Other Equipment for Outdoor Liquor Café:** Permittee shall comply with the following:
    a. Umbrellas located within the Outdoor Liquor Café shall be secured to heavy anchor bases.
    b. Use of portable propane heaters that are UL approved and include automatic shut off and tilt-over protection features are allowed.
    c. Lighting shall comply with the applicable Village Code provisions. Use of extension cords shall not be permitted to lay on the ground so as to create a trip hazard. Any electrical equipment used within the Outdoor Liquor Café or public right-of-way shall comply with current N.E.C. standards. Maintenance of an overhead lighting ceiling and associated support posts (as shown on the attached Outdoor Liquor Cafe Plan) in accordance with applicable illumination standards.
    d. If the Applicant/Permittee desires to install temporary electric lighting in the Outdoor Liquor Café, the Village Board, in its discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the Outdoor Liquor Café and not at surrounding properties.
    e. After the approval of this TUP by the Village Board, the Village-approved Outdoor Liquor Café Plan may be altered or amended at any time at the direction of the Village President (Local Liquor Control Commissioner), the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Village-approved Outdoor Liquor Café Plan that are required by the Village President (Local Liquor Control

Commissioner), the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development.

9. **Alcohol:** Retail sale, service and consumption of alcoholic liquor within the Outdoor Liquor Café shall be in accordance with **Western Springs Ordinance No. 26-_____**(Approval of a Class "H" (Outdoor Liquor Cafe) Liquor License) **dated August 10, 2026**, including each of the conditions set forth in the Ordinance, which is incorporated into this TUP by reference, as well as the other applicable provisions of the Western Springs Liquor Control Ordinance.
10. **Release, Hold Harmless and Indemnification:** See attached LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ (Cotto Geneva, LLC d/b/a Alano Ristorante) (**Exhibit "B"**).
11. **Insurance:** See attached LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ (Cotto Geneva, LLC d/b/a Alano Ristorante).
12. **Reimbursement of Village for Special Costs:** The Village reserves the right to charge the Permittee for special municipal services, such as police, fire, emergency medical services, and public works personnel and services, that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Outdoor Liquor Café or to clean up and dispose of any debris, litter or waste caused by the Outdoor Liquor Cafe, in the case where the Permittee fails to perform its obligations in that regard. Upon execution of this TUP, the Permittee agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Outdoor Liquor Cafe. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.
13. **Compliance with Applicable Laws and Regulations**. All of the improvements and activities at the Location shall comply with the applicable provisions of federal, State, county and local laws and regulations, including the Western Springs Municipal Code and all accessibility regulations (i.e., the ADA, Illinois Accessibility Code, etc.).

IN WITNESS WHEREOF, this Temporary Use Permit is effective on the date the last signatory signs below.

VILLAGE OF WESTERN SPRINGS

By:_____
Name: Heidi Rudolph
Title: Village President

Date:_____, 2026

APPLICANT / PERMITTEE
Cotto Geneva, LLC d/b/a Alano Ristorante.

By:_____
Name: Christopher Elsey
Title: Authorized Corporate Officer / Owner

Date:_____, 2026

Issuance Date of Outdoor Liquor Café Occupancy Permit: _____, 2026

By: _____
Heather Valone, Director of Community Development

Exhibit "A"

Outdoor Liquor Café Plan
dated July 18, 2026

(attached)

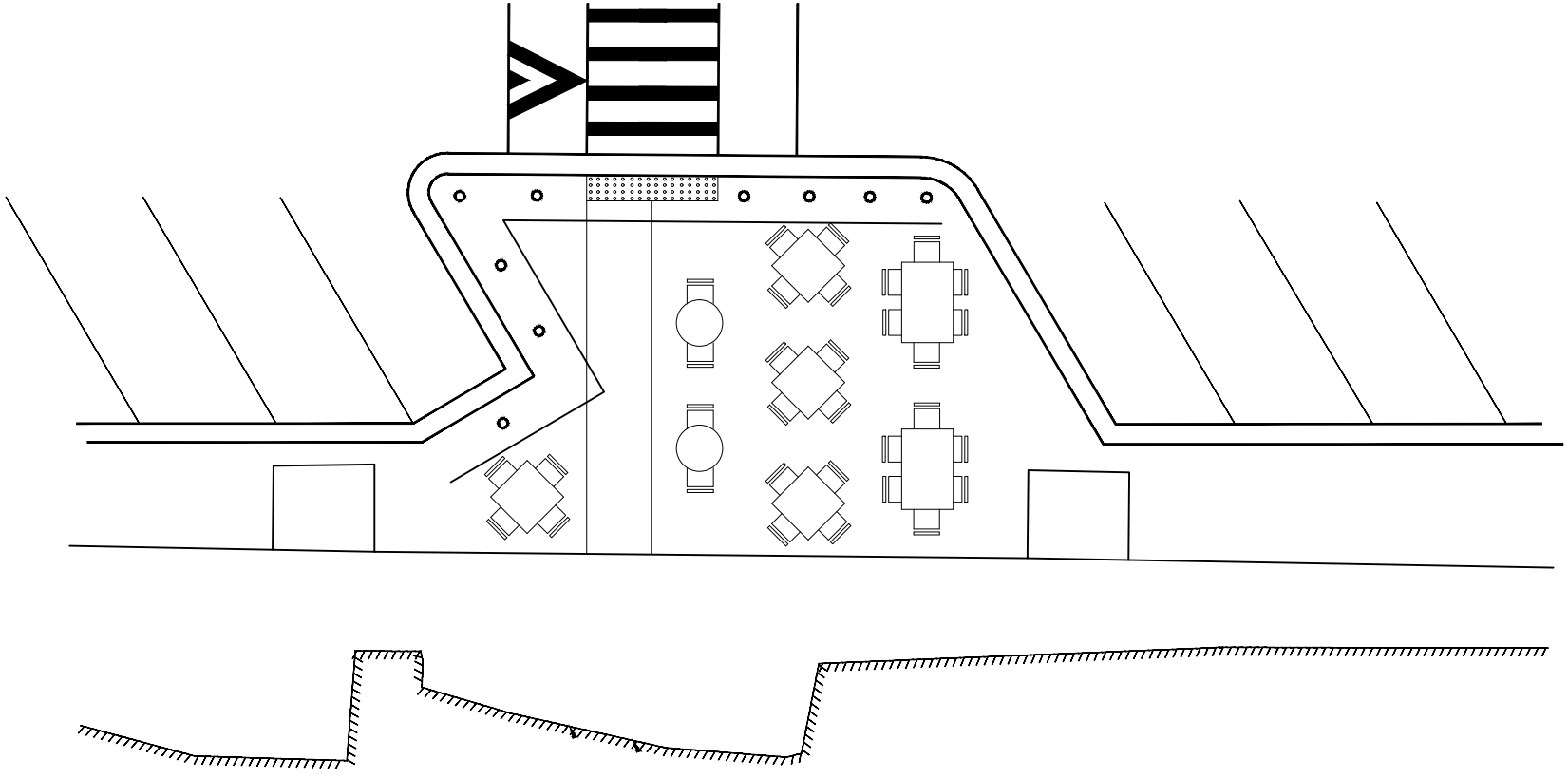


Exhibit "B"

LICENSE AGREEMENT FOR TEMPORARY USE OF A
PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ
(Cotto Geneva, LLC d/b/a Alano Ristorante)

(incorporated by reference and on file with the Community Development Department)

Exhibit "D"

License Agreement For Temporary Use Of A Public Right-Of-Way Relative To The Operation Of An Outdoor Liquor Café

(attached)

LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ (Cotto Geneva, LLC d/b/a Alano Ristorante)

This License Agreement (the "Agreement") has been entered into this ___ day of _____, 2026, by and between the Village of Western Springs**,** an Illinois municipal corporation (the "Village" or "Licensor") and **Cotto Geneva, LLC d/b/a Alano Ristorante** (the "Licensee") (collectively, the "Parties"), in regard to the following:

WHEREAS, the Village is the owner of a certain public sidewalk and certain streetscape bump out that is located on property within the corporate boundaries of and controlled by the Village adjacent to 821 Burlington Avenue, Western Springs, Illinois and adjacent to the north side of Burlington Avenue in Western Springs, Illinois (the "Licensed ROW Area"), as shown on the map attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, Licensee is the owner of the restaurant commonly known as "Alano Ristorante" (the "Business") and desires to use the Licensed ROW Area for the purpose of operating an Outdoor Liquor Café thereon. Subject to executing this Agreement, Licensee has applied for and received Village approval of a Temporary Use Permit (attached as **Exhibit "B"**) to place movable tables and chairs along the Licensed ROW Area adjacent to the restaurant subject to certain conditions to be set forth below. To the extent that approval by any other federal, State, county or other governmental entity is required for the Licensee to use the Licensed ROW Area, the relevant approval documents are attached hereto as **Exhibit "C**" and made a part hereof; and

WHEREAS, this Agreement is required by Section 10-4-5(F) of the Western Springs Municipal Code and is a necessary inducement for the Village to allow the use of any public right-of-way as an Outdoor Liquor Café under a temporary use permit.

NOW, THEREFORE, the Village grants the Licensee a license for a temporary use to operate and maintain an Outdoor Liquor Café within the Licensed ROW Area in accordance with the following terms and conditions:

Section 1. Term and Permit Fee. Subject to the other provisions below, the Licensee may use the Licensed ROW Area in accordance with this Agreement from the Effective Date of this Agreement (defined below at Section 22) **until the Class "H" (Outdoor Liquor Cafe) Liquor License received from the Village either expires or is not renewed**. The Licensee has already paid to the Village a nonrefundable one hundred dollar ($100.00) permit fee to operate the Outdoor Liquor Café.

Section 2. Condition of Premises. The Licensee accepts the Licensed ROW Area in its existing condition as of the Effective Date of this Agreement. The Licensee acknowledges that it

has inspected the Licensed ROW Area and acknowledges that it is in good condition. The Village makes no representations or warranty with respect to the condition of the Licensed ROW Area. Licensee acknowledges that the Village has made no representations or promises to Licensee to repair, alter, repave or otherwise improve the condition of the Licensed ROW Area.

Section 3. Use, Compliance with Laws and Conditions of Operation. The Licensee shall be permitted to use the Licensed ROW Area for Outdoor Liquor Café purposes, provided the Licensee complies with the provisions of Section 10-4-5(F) and all of the additional conditions and requirements imposed by the Village as part of the Temporary Use Permit approval. Licensee's use of the Licensed ROW Area is contingent upon its continuing compliance with all statutes, ordinances, requirements and laws (including food, fire, accessibility, health and sanitation codes, and environmental laws and regulations) of all Village, State, county and federal authorities now in force, or which may hereafter be enacted, pertaining to the Licensed ROW Area and relative to the operation of the Business, including the Outdoor Liquor Café. In addition, Licensee, at its own cost and expense, agrees to the following conditions of use:

a. Compliance with all federal, State, county and local laws and regulations pertaining to the serving of food and alcohol. This Agreement does not authorize the sale or service or consumption of alcoholic beverages within the Licensed ROW Area or the Outdoor Liquor Café. Even if Licensee has a local liquor license for the Business, Licensee still must apply to the Village and obtain a Class H (Outdoor Liquor Café) License and State liquor license for the Licensed ROW Area and the Outdoor Liquor Café if such a liquor license is available under the Village's Liquor Ordinance. In this case, Licensee has received a Class H (Outdoor Liquor Café) License.

b. If a Class H (Outdoor Liquor Café) License is issued for the Outdoor Liquor Café by the Village and a State liquor license is issued by the State of Illinois, the regulations of the Village Liquor Control Ordinance, as amended, and the State Liquor Control Act of 1934, as amended, that are applicable to the service, consumption and retail sale of alcoholic liquor shall apply within the Licensed ROW Area and Outdoor Liquor Café and shall apply to all customers located in the Licensed ROW Area and Outdoor Liquor Café.

c. **Per Section 10-4-5 (F) of the Municipal Code, the Outdoor Liquor Café may not operate during the months of December, January and February, upon request and approval of the Liquor Commissioner, in any calendar year, weather permitting, provided that the Licensee agrees to remove all tables, chairs and other appurtenances when requested by the Village to allow for snow removal, maintenance or other Village projects.**

d. Hours: **The operation of the Outdoor Liquor Café shall be permitted only between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. Licensees offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays.** Prior to the opening time and after the

closing times listed above, patrons will be allowed to occupy the Outdoor Liquor Café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages, except during brunch service. The Licensee shall not allow patrons to consume alcoholic beverages in the Outdoor Liquor Café outside of the authorized hours of operation.

e. No food may be stored, cooked or otherwise prepared in the Outdoor Liquor Café. No live entertainment shall be permitted in the Outdoor Liquor Café.

f. There shall be no bus tubs or plate carts or racks stationed in the Licensed ROW Area or the Outdoor Liquor Café.

g. Each evening the Licensed ROW Area and the Outdoor Liquor Café shall be swept clean of any debris, and all tables and chairs shall be consolidated in a neat and orderly manner.

h. At least three times per week (and when requested by the Community Development Director), the Licensed ROW Area and the Outdoor Liquor Café shall be powerwashed by Licensee to remove any food or drink residue or other debris.

i. Licensee may not service or refuse to continue to serve any customers who create excessive noise or whose behavior is disruptive to the residents and other businesses in the immediate area.

j. The Temporary Use Permit for the Outdoor Liquor Café is subject to annual review, renewal is in the sole discretion of the Corporate Authorities of the Village, and such Permit may be revoked at any time upon thirty (30) calendar days written notice or the permit may be revoked immediately if the health, welfare and safety of the public warrants revocation.

k. Licensee shall repair or replace any portions of the Licensed ROW Area damaged by Licensee, its employees, agents or customers. Licensee shall give written notice to the Village Manager of any damage caused to the Licensed ROW Area or of any claims, demands or lawsuits received by the Licensee relative to the Licensed ROW Area or the Outdoor Liquor Café. The written notice shall be delivered to the Village Manager within twenty-four (24) hours of Licensee or its employees or agents learning of such damage or receiving such claims, demands or lawsuits.

Section 4. Care, Maintenance and Restoration of Premises. Licensee shall, at its own expense and at all times, be responsible for maintaining the Licensed ROW Area in good condition. Upon termination of this Agreement, Licensee shall return the Licensed ROW Area in the same condition as it existed on the Effective Date of this Agreement, ordinary wear and use by the public and the Village excepted. Licensee shall, at its own cost, restore the Licensed ROW Area to its condition as of the Effective Date upon completion of its use for Outdoor Liquor Café purposes under this Agreement. The Village may direct Licensee to make such repairs and restorations as the Village deems necessary in order to so restore the Licensed ROW Area to its previous condition.

Section 5. Interference. Licensee represents and warrants that its use of the Licensed ROW Area shall not interfere in any way with the use of the remaining public ROW owned by the Village or any other government body. Licensee shall maintain, adjacent to the

Outdoor Liquor Café area and within the Licensed ROW Area, a public or combined private and public sidewalk of no less than five (5) feet clear of all obstructions (i.e., tables, chairs, street lighting, benches, trees, etc.). Licensee agrees that, upon written notice of a failure to maintain an unobstructed or insufficient adjacent public ROW, Licensee shall have twenty-four (24) hours in which to remedy such interference or insufficiency. Upon a failure to remedy such interference or insufficiency within said twenty-four (24) hour period to the satisfaction of the Village, this Agreement may be immediately terminated by the Village Manager, in his/her discretion, and the Village may demand the immediate cessation of all Outdoor Liquor Café activities on the Licensed ROW Area. If the use of the Licensed ROW Area for Outdoor Liquor Café purposes interferes with a public event planned on the public ROW, the public event shall take precedence. The Village shall endeavor to notify the Licensee thirty (30) calendar days in advance of the scheduled event that will require the use of the public ROW being used by Licensee.

Section 6. Assignment. This Agreement may not be assigned by Licensee without the prior written consent of the Village. In the event of Licensee's unauthorized assignment, this Agreement shall immediately terminate.

Section 7. Entry and Inspection. Licensee shall permit the Village and the Village's agents to enter upon the Licensed ROW Area at any time, with or without notice, for the purpose of inspecting the Licensed ROW Area and the operation of the Outdoor Liquor Café for compliance with the terms of this Agreement.

Section 8. Release, Hold Harmless and Indemnification. Licensee agrees as follows:

A. **Release Of Claims:** Licensee agrees to waive and relinquish any and all claims, demands or causes of action of any kind, including but not limited to death, damages, or economic and non-economic damages or losses, that it or its members, officers, employees, volunteers, customers and agents may have against the Village and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers and volunteers arising out of, connected with or in any way associated with the Licensed ROW Area, the Outdoor Liquor Café or this Agreement.
B. **Risk Of Injury:** Licensee assumes the full risk of injuries, death, damages or losses of any kind which it or its employees, customers or members of the public may sustain in any way in, on or about the Licensed ROW Area or the Outdoor Liquor Café.
C. **Indemnity and Defense:** Licensee agrees to protect, indemnify, save and hold forever harmless and defend the Village and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers and volunteers from and against any and all liabilities, obligations, claims, damages of any kind, penalties, causes of action, costs and expenses brought by any person, including Licensee and their members, officers, officials, employees, contractors, subcontractors, volunteers, customers and agents, arising out of, connected with or in any way associated with the approval, existence, use or operation of the Licensed ROW Area or the Outdoor Liquor Café or any provision or section of this Agreement.

Section 9. Insurance. During the term of this Agreement, Licensee agrees to have the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents named as additional insureds on its insurance policies related to the operation of the Business and the Outdoor Liquor Cafe for the purposes stated herein. Licensee shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

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

Licensee 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." Copies of the insurance certificate(s) shall be attached as **Exhibit "D".** Said certificates shall list the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents as additional insureds on all required insurance policies. The insurance coverage of Licensee shall be primary to the Village's own insurance. The certificates shall provide for a thirty (30) day written notice to the Village in the event of cancellation or material change of coverage. The Licensee and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Agreement. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Section 10. Alterations. Licensee shall not, without first obtaining the written consent of Cook County or the Village, make any alterations, additions or improvements to the Licensed ROW Area, except for the temporary placement of moveable tables, chairs and other appurtenances relating to the operation of the Outdoor Liquor Café as shown on the Site Plan (**Group Exhibit "A"**).

Section 11. Default. Each of the following acts or omissions of Licensee or occurrences shall constitute an "Event of Default":

a. Failure or refusal by Licensee to comply with any of the obligations of Licensee set forth in this Agreement or the Village Municipal Code, including failure to pay any fee or charge owed to the Village when due; or
b. Closure of the Business for any reason for more than a consecutive ten (10) day period, other than for remodeling.

Section 12. Village's Remedies on Default. If Licensee defaults in the performing of any of the other covenants or conditions hereof, or in the occurrence of any Event of Default, the Village shall give Licensee notice of such default, and if Licensee does not cure any such default within seven (7) calendar days after the giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, if Licensee does not commence such curing within seven (7) calendar days and thereafter proceeds with reasonable diligence and in good faith to cure such), then the Village may terminate this Agreement. Upon termination of this Agreement, Licensee shall quit and surrender the Licensed ROW Area to the Village. Where other provisions of this Agreement call for a different notice period or for an immediate termination of the License under certain specified circumstances, the time limitations in those provisions shall control over this Section.

Section 13. Non-Waiver. Failure by Licensee 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 Licensee 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.

Section 14. Attorney's Fees. In case suit should be brought by the Village for recovery of the Licensed ROW Area, enforcement of the terms of this Agreement or because of any act, which may arise out of the possession of the Licensed ROW Area, the Village shall be entitled to all litigation costs incurred in connection with such action, including reasonable attorneys' fees and expenses and consultant and witness fees and expenses.

Section 15. Option to Renew. This Agreement is not renewable and a new License is required each year the Licensee applies for an Outdoor Liquor Café permit.

Section 16. Notices. Any notice which the Village or the Licensee may be required or is required to give shall be given by hand delivery or mailing the same, by United States Registered or Certified Mail, postage prepaid, to Licensee at the Business adjacent to the Licensed ROW Area, or to the Village at 740 Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558, or at such other places as may be designated by the Parties from time to time.

Section 17. 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.

Section 18. Right to Terminate. The Village may terminate this Agreement at any time and for any reason upon thirty (30) calendar days written notice to Licensee or immediately in the event that if the health, welfare and safety of the public warrants revocation. In the event the Village exercises its right to terminate this Agreement, Licensee agrees to restore the Licensed ROW Area to its condition as of the Effective Date, as required by Section 4. If Licensee's Outdoor Liquor Café permit is revoked or otherwise terminated for any reason, this Agreement shall terminate automatically upon such revocation or termination.

Section 19. 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 personal 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.

Section 20. 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 Licensee, Business or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

Section 21. 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.

Section 22. Effective Date: This Agreement shall become effective upon the date of execution by the Village President and the Licensee, which date shall be inserted on page 1 hereof.

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

VILLAGE OF WESTERN SPRINGS	**LICENSEE: Cotto Geneva, LLC d/b/a Alano Ristorante**
By: _____	By: _____
Name: Heidi Rudolph	Name: Christopher Elsey
Title: Village President	Title: Authorized Corporate Officer/ Owner
Date:_____, 2026	Date: _____, 2026

Group Exhibit "A"

Map of Licensed ROW Area

and

Site Plan

(attached)

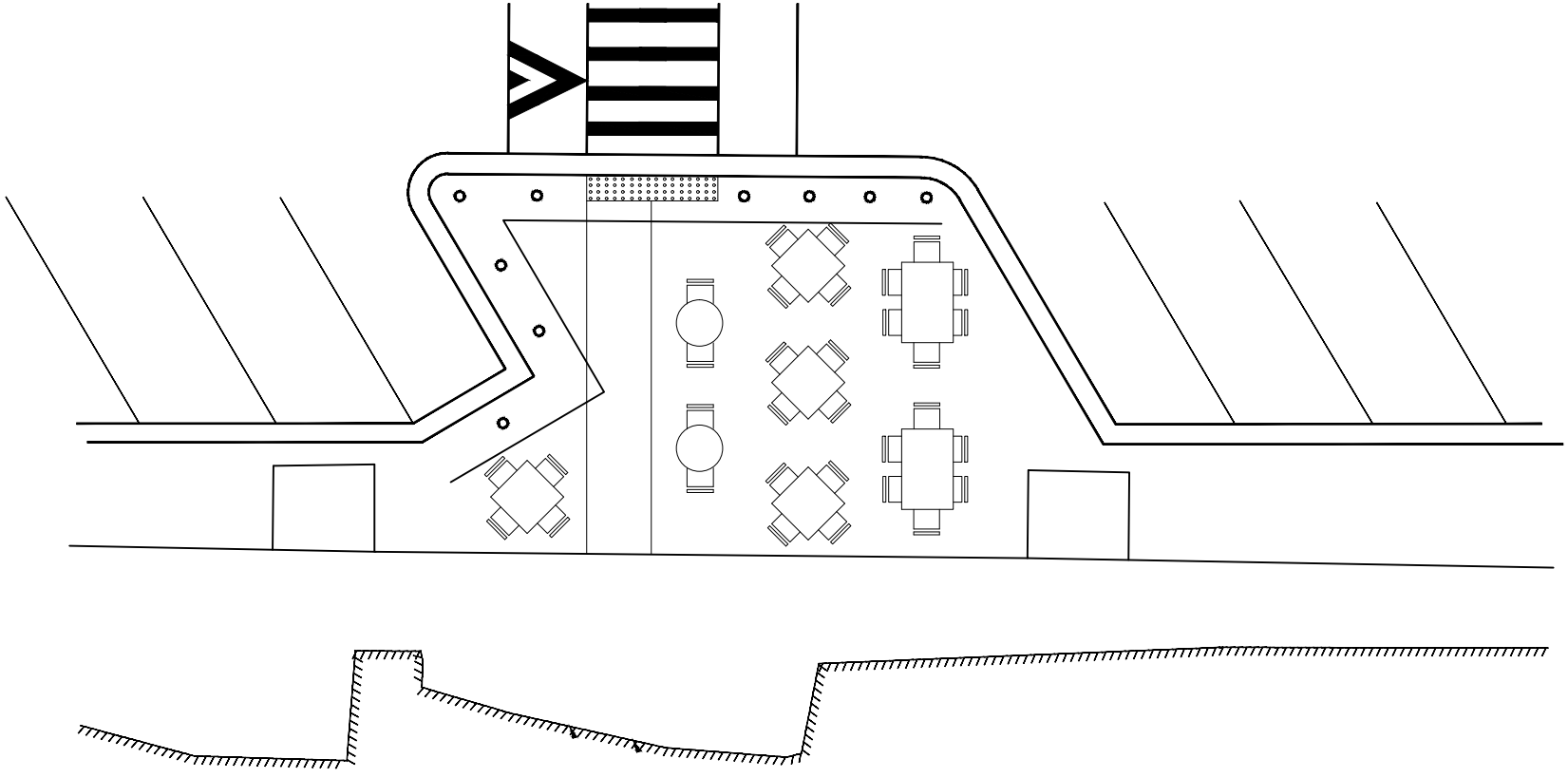


Exhibit "B"

Village Temporary Use Permit for
ROW Area for Outdoor Liquor Café

(incorporated by reference and on file with the Community Development Department)

Exhibit "C"

Other Governmental Body Approval
of Use of ROW Area for Outdoor Liquor Cafe

(NONE)

Exhibit "D"

Insurance Certificate(s)

(attached)

ACKNOWLEDGEMENT AND CONSENT
TO THE PROVISIONS OF WESTERN SPRINGS ORDINANCE NO. 26-_____
AND AGREEMENT TO COMPLY WITH AND FULFILL
THE CONDITIONS SET FORTH ABOVE IN SECTION 3 OF THIS ORDINANCE

I, Christopher Elsey, have read the conditions set forth in the above-referenced Ordinance, including those contained in Section 4, and agree to be bound by the same.

Cotto Geneva LLC d/b/a Alano Ristorante (Applicant/Owner)

By:_____
Christopher Elsey, Member

Date:_____

By:_____
Notary Public

Date:_____

Commission Expires:_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (APPLICANT: COTTO GENEVA, LLC D/B/A ALANO RISTORANTE PUB FOR THE OPERATION OF AN OUTDOOR LIQUOR CAFE AREA LOCATED ADJACENT TO THE 821 BURLINGTON AVENUE BUILDING AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS).

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 10th day of August, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 10th day of August, 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 10th day of August, 2026.

_____
Edward Tymick, Village Clerk

[SEAL]

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 10, 2026

AGENDA ITEM 8.B.

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
RE: Western Springs Park District – Requests for Special Events Liquor License and Temporary Use Permit for Harvest Fest 2026 (Omnibus Item)

Recommendation

The General Government Committee reviewed this item at their meeting on July 29, 2026, and recommended the approval of the Class "I" Liquor License and temporary use permit.

Summary

The Western Springs Park District (Park District) has submitted requests for a temporary use permit (TUP) and a Class “I” special event liquor license for beer, wine, and hard seltzer sales at Spring Rock Park (4400 Central Ave.). The event area includes the fields north and west of the lower parking lot, as well as the lower parking lot itself. The event will be held on Saturday, September 19, 2026, from 12:00 pm to 10:00 pm. Activities, entertainment, and alcohol service are proposed for the full duration of the event.

A request letter dated June 30, 2026, has been submitted by Walt Knake, Executive Director of the Park District, outlining the event and pertinent details, which include the following:

- The event will take place on Saturday, September 19, 2026, from 12:00 pm to 10:00 pm, with activities, entertainment, and alcohol service available throughout.
- Activities, entertainment, food, and liquor service will be similar to previous Harvest Fests held in 2024 and 2025. Fireworks are proposed as part of the event.
- Planned activities include live music, the D101 Harvest Fest 3K race, a carnival with rides and games, batting clinics, a balloon artist, face painting, sports inflatables, and fireworks.
- A Class “I” special event liquor license and a temporary use permit are being requested.
- All festival activities will take place in the fields north and west of the lower parking area. The lower parking lot will be closed and utilized for the event. Alternative parking has been identified in the upper lot and within the surrounding neighborhood.
- Food service will be provided by the carnival vendor and five additional food vendors.

Alcohol service will include beer, wine, and hard seltzer. Patrons wishing to consume alcohol will be required to purchase tickets. All individuals serving liquor will hold a current BASSET

certificate. Four manned exits, staffed by Park District personnel and/or volunteers, will ensure that no alcohol is taken outside the event area.

This will be the third time the Park District has hosted this event. The Western Springs Business Association (WSBA) will not participate this year. However, School District 101's Parent Teacher Organization will host its annual fun run as part of the event. The Park District has consistently demonstrated its capability to manage events of this type, and staff received no complaints from the 2024 or 2025 Harvest Fests.

Attachments

---

1. Ordinance - An Ordinance Approving the Creation of a Class "I" (Special Events on Property Owned or Leased By A Not-For-Profit Organization) Liquor License for Issuance to the Western Springs Park District for the 2026 Harvest Fest Special Event to be Held on Saturday, September 19, 2026 in Spring Rock Park.

Financial Impact

None.

Recommended Motion

I move to approve the Class "I" Liquor License and temporary use permit.

Strategic Plan Alignment

None.

File Attachments

1. Ordinance

ORDINANCE NO. 26-____
VOTE:
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: August 10, 2026.
OTHER: None.

AN ORDINANCE APPROVING THE CREATION OF A CLASS "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS PARK DISTRICT FOR THE 2026 HARVEST FEST SPECIAL EVENT TO BE HELD SATURDAY, SEPTEMBER 19, 2026 IN SPRING ROCK PARK.

WHEREAS, the Western Springs Park District (the "Applicant") filed a liquor license application dated June 30, 2026 with the Village Clerk for a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License for the Harvest Fest Special Event to be held on **Saturday September 19, 2026** (the "Special Event"), within Spring Rock Park ("Special Event Location"). Within the application, there is a Site Plan for the Special Event that shows the proposed layout of tents / tables and activity areas for the Special Event activities, consisting of sports clinics, carnival-type games, food vendor(s), music bands and performance stage, fireworks display, children play area, petting zoo, restrooms, and tents/tables for the alcohol beverage vendors within the Special Event Location, which will be designated as an "outdoor alcoholic beverage sales / consumption area", and a two-page narrative dated June 30, 2026, prepared by Park District Executive Director Walt Knake that describes the proposed activities and offerings that will be part of the Special Event (the "Application"). The Application is incorporated herein by reference as **Exhibit "A**"; and

WHEREAS, the Applicant has contracted with carnival operator All Around Amusements, Inc. of Lockport, Illinois ("AAA") to operate the Special Event, subject to the conditions set forth in the Temporary Use Permit. AAA shall, as a condition of its operation of the Special Event, include the Village as an additional insured on its Certificates of Insurance; and

WHEREAS, the Special Event will be conducted on **Saturday, September 19, 2026, between the hours of 12:00 P.M. and 10:00 P.M. Music bands will play between 12:00 P.M. and 9:00 P.M. during the Special Event. A fireworks display will occur at approximately 9:00 P.M. on Saturday September 19, 2026.** The Applicant will use its Center Parking Lot and surrounding fields for the Special Event and will also use its North Side Parking Lot and East Side Parking Lot and adjacent on-street parking for Special Event volunteer and patron parking, and make available its existing bathrooms in Spring Rock Park and will provide additional portable bathrooms for patron use. The Applicant is not authorized to permit the retail package sale of beer or other alcoholic beverages. **The retail sale, service and consumption of alcoholic liquor is permitted within the outdoor alcoholic beverage sales/consumption area during the Special Event, as follows: retail sales and service of alcoholic liquor shall be permitted Saturday, September 19, 2026, between the hours of 12:00 P.M. and 9:00 P.M. with 9:00 P.M. being the time for a "last call" deadline for retail sales and service of alcoholic liquor, and consumption of alcoholic liquor shall be permitted on Saturday September 19, 2026, between the hours of 12:00 P.M. and 10:00 P.M.** The outdoor alcoholic beverage sales/consumption area shall also be referred to in this Ordinance as the "Licensed Premises." Under the Village-issued Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License, 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 liquor during the Special Event. The Applicant will engage one or more local area restaurants and food trucks, who will serve food (the "Participating Restaurants"). To participate in this Special Event, the Participating Restaurants will be required to provide written proof to the Village that they hold current licenses from the Cook County Department of Health (or other applicable governmental regulatory agency) in regard to food service to the public. The requested alternate "rain date" is: To be determined by the Local Liquor Control Commissioner; and

WHEREAS, because the Special Event is similar to other special events conducted by the Applicant in prior years, it was not necessary for the Local Liquor Control Commission to consider this Application; and

WHEREAS, in regard to this Application, the President and Board of Trustees of the Village of Western Springs (the "Village") make the following findings:

A. The Applicant is the owner of Spring Rock Park, the real property on which an outdoor alcoholic beverage sales/consumption area will be constructed and operated during the Special Event;
B. The Applicant qualifies as a "Special Event Retailer" and a "qualified not-for-profit organization" as defined by Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-3 (Definitions) of the Western Springs Municipal Code;
C. The Applicant has received a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License from the Village in the past and operated its prior special events in a responsible manner;
D. The Applicant and its representatives are found to be in compliance with all of the applicable sections of federal, State and county laws and regulations, and with the Village's Municipal Code, the provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance;
E. The BASSET-trained personnel provided by or retained by the Applicant will manage the retail sale and service of alcoholic liquor during the Special Event and will handle age ID checks, issue wrist bands to age-eligible individuals who desire to purchase and consume alcoholic liquor, and will monitor access into and out of the outdoor alcoholic beverage sales/consumption area; and
F. The Applicant is eligible to receive a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License for the purpose of allowing the retail sale, service and consumption of alcoholic beverages at the Special Event.

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

SECTION 1: Pursuant to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-9 (Classifications of Licenses), Subsection 4-1-9(I) (Class "I" License - Special Events On Property Owned Or Leased By A Not-For-Profit Organization) of the Western Springs Village Code, the President and Board of Trustees of the Village of Western Springs approve the creation of a Class "I" Liquor License for issuance by the Local Liquor Control Commissioner to the Western Springs Park District (the "Applicant") for the purpose of allowing the Applicant to sell at retail and serve alcoholic beverages, and also allowing the

outdoor possession and consumption of alcoholic liquor within the Licensed Premises at the Special Event **on its proposed date and time, or such other alternate date and time in 2026 as determined by the Local Liquor Control Commissioner**, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 2.

SECTION 2: The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License created under Section 1 of this Ordinance to the Applicant, subject to the following conditions:

A. The representatives of Western Springs Park District agree to meet periodically with the Local Liquor Control Commissioner, at the Commissioner's request, to discuss the retail sale, service, and outdoor possession and consumption of alcoholic liquor, in conjunction with the Special Event, and shall provide the Commissioner with information relative to its operation upon request.

B. The President and Board of Trustees of the Village of Western Springs approve the following regulations relating to the Special Event:

(1) Approved Site Plan. The Special Event Site Plan that contains the diagram of the size, internal set up and location of the outdoor alcoholic beverage sales/consumption area to be operated during the Special Event is APPROVED AS SUBMITTED.

(2) Amendments to Approved Site Plan. The Applicant shall comply with the final Village-approved Special Event Site Plan, as amended, and all related regulations, including the recommendations set forth in any Village staff report issued relative to this Special Event. After its approval by the Village Board, 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.

(3) Approved Signage. Signage, as recommended by Village staff, or additional signage as otherwise required by the Village Manager or the Local Liquor Control Commissioner, shall be posted prior to or during the Special Event.

(4) Safety Requirements. The Applicant, at its cost, shall also comply with any modifications to, or other safety-related requirements pertaining to, the Licensed Premises that are required by the Village Manager, the Village's Chief Code Officer, the Fire Inspector, the Village Engineer and/or the Local Liquor Control Commissioner from time to time for the Special Event. This shall include, but not be limited to, parking limitations on one side of Elm Street (specific side TBD) during the Special Event to accommodate emergency vehicles. After the approval date of this Ordinance, any such modifications or other safety-related requirements issued by the Village Manager, the Village Engineer, the Village's Chief Code Officer, the Fire Inspector and/or the Local Liquor Control Commissioner 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.

(5) Notice of Special Event to Residents. **At least fifteen (15) calendar days prior to the Special Event**, the Applicant shall provide written notice of the final Village-approved Special Event Site Plan and the hours of operation for the Special Event to the Central

Avenue property owners who live across from the Lower Parking Lot of Spring Rock Park between 47th Street and Burlington Avenue.

(6) Special Event Alcoholic Sales/Service/Consumption Hours. All sales, service and consumption of alcoholic beverages shall be limited to the Licensed Premises in accordance with the regulations set forth in the Village's Liquor Control Ordinance for the Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License, **except that retail sales, service and consumption of alcoholic beverages shall be permitted within the outdoor alcoholic beverage sales/consumption area during the Special Event, as follows: retail sales and service of alcoholic liquor shall be permitted on Saturday September 19, 2026, between the hours of 12:00 P.M. and 9:00 P.M. with 9:00 P.M. being the time for a "last call" deadline for retail sales and service of alcoholic liquor, and consumption of alcoholic liquor shall be permitted on Saturday September 19, 2026 between the hours of 12:00 P.M. and 10:00 P.M.**

(7) Dates and Hours for Set-Up, Take-Down; Bathrooms. The dates and hours for the set-up and take-down activities associated with the Special Event shall be scheduled by the Applicant. The Applicant's bathroom facilities in Spring Rock Park shall be open for use during the Special Event, and additional portable bathrooms shall be provided by the Applicant.

(8) Lighting; Electricity. If the Applicant desires to install temporary electric lighting for the 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 Licensed Premises and not at surrounding properties. The lighting plan shall be part of the Village-approved Special Event Site Plan. The Applicant, at its cost, shall be allowed to locate and operate power generators in the Licensed Premises to supply electrical power to the Special Event.

(9) Water Usage. Not Applicable.

(10) Noise; Music. The noise from the operation of and patrons of the Licensed Premises shall be monitored by the Applicant so as to not become a nuisance to surrounding property owners. Live music is allowed in the Licensed Premises during the above approved hours of operation of the Special Event, provided that the decibel level of the music is not a nuisance to surrounding property owners.

(11) 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 Licensed Premises at all times that alcoholic beverages are being sold, served and consumed.

(12) Compliance with Regulations of Sales and Service of Alcohol and Food. The Applicant and all of its members or agents who serve or sell alcoholic beverages at the Special Event shall comply with all of the applicable provisions of federal, State and county laws and regulations and the Western Springs Municipal Code, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations of a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization)

Liquor License set forth at Subsection 4-1-9(I), the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales and service of alcoholic beverages and food, and any other conditions or regulations imposed from time-to-time by the Village Board or the Local Liquor Control Commissioner. The Applicant shall sell and serve alcoholic beverages only in plastic or paper cups from the Village-approved alcoholic liquor service tent / table for consumption within the outdoor alcoholic beverage sales/consumption area.

(13) BASSET/TIPS-Trained Wait Staff. Alcoholic beverages 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 alcoholic beverages only to patrons who are twenty-one (21) years old or older, and who have a color wrist band issued by one of the Special Event security personnel, and who are located within the Licensed Premises.

(14) Dram Shop Insurance. The Applicant 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 of the Municipal Code) has been purchased for the Special Event that covers the retail sale and service of alcoholic beverages by the Applicant.

(15) Certificates of Insurance Carnival Operator. In order for a carnival to operate at the Special Event, the Applicant shall be responsible for ensuring that All Around Amusements, Inc., obtains the required general liability insurance policy (minimum $2,000,000 coverage limits) plus an umbrella policy (minimum $4,000,000 per occurrence coverage limits) and returns 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 Event. 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.

(16) Security - Alcoholic Beverage Sales/Consumption Areas and Special Event Area. The Licensed Premises shall have designated entrance and exit points for the public. During the hours of alcoholic beverage sales, BASSET/TIPS-trained adults employed by or working at the direction of the Applicant shall be posted at each designated entrance and exit point to check state or government issued identification of patrons and issue color wrist bands only to each patron entering the Licensed Premises who is twenty-one (21) years or older and who provides proof of age via identification. The color wrist bands shall be worn by all persons who possess and consume alcoholic beverages within the Licensed Premises. The Applicant will use its own security personnel during the Special Event. At the request of the Applicant, or if deemed necessary by the Director of Law Enforcement Services, or their designee, one or more Western Springs Police Officers will be assigned to work and patrol the Licensed Premises during the Special Event. The Applicant shall reimburse the Village for the hourly wages and benefits (including overtime hourly rate, if applicable) for the Western Springs Police Officer(s) who will work the Special Event.

(17) Reimbursement of Village for Special Costs. Beyond the charges for the Western Springs Police Officer(s), the Village reserves the right to charge the Applicant 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 Special Event, or to clean up and dispose of any debris, litter or waste caused by the Special Event in the case where the Applicant fails to perform its obligations under this Ordinance. Upon acceptance of the Class "I" 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 Event. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

(18) Additional Regulations. The President and Board of Trustees of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on the Applicant relative to its retail sale and service of alcoholic beverages any time prior to or during the Special Event.

(19) On-Street Parking Regulations. During the Special Event, to ensure local vehicle traffic flow and public safety vehicle access, there shall be on-street parking on only one side of Central Avenue immediately adjacent to Spring Rock Park, and only on one side of Elm Street adjacent to Spring Rock Park, and other on-street temporary parking regulation signage will be authorized by the Department of Law Enforcement Services Director, in their sole discretion, and installed by the Village's Department of Law Enforcement Services.

(20) Temporary Use Permit. Pursuant to Section 10-4-5(E) (Temporary Uses) 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. 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(E) (Temporary Uses). A copy of the fully executed TUP is attached to this Ordinance as **Exhibit "B"** and made a part hereof

SECTION 3: 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. Any Ordinance or portion thereof in conflict herewith is repealed to the extent of such conflict. Except as to any amendments heretofore mentioned, all Chapters and Sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

SECTION 4: 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 Special Village Board Meeting thereof, held on August 10, 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 10th day of August, 2026.

_____
Edward Tymick, Village Clerk

Exhibit "A"

The Special Event Application

(attached)

June 30, 2026

The Honorable Heidi Roudolph
President - Village of Western Springs

Dear President Rudolph,

Western Springs Park District is in the stages of planning our 2026 Harvest Fest celebration. It is our desire to hold this event on Saturday, September 19, 2026, at Spring Rock Park (4400 Central Avenue).
We respectfully seek the Village of Western Springs' approval of the following items to proceed:

1. Special Event liquor license- for beer and wine sales.
2. Special permit allowing carnival, food, fireworks and activity businesses to participate.

Fees and Costs

Carnival participants will purchase tickets prior to the event and on-site during the celebration. All Around Amusement is our carnival provider. Patrons who wish to consume beer or wine will have their I.D.'s checked and be wrist banded to purchase alcohol tickets on-site. Food and beverages will also be sold on-site during the celebration. The alcohol service hours are from 12pm to last call at 9pm.

Time/Date of Event

Event will be held on Saturday, September 19, 12pm-10pm.

The event will take place at Spring Rock Park (4400 Central Ave) and will be held in and west of the Lower Parking Lot. A layout of the entire event is attached.

Entertainment

Bands will play music starting at 12pm on Saturday, September 19. There will be a fireworks display at approximately 9pm. A fireworks permit will be applied for by Pyrotecnico FX our vendor. The bands will be in a designated area just west of the lower parking lot. Activities will be provided for children and adults.

We also have provided School District 101, the approval to host their 2nd Annual D101 Harvest Fest 3k Run on September 19, 2026 in Spring Rock Park. We expect the race to begin at 4:00pm and will end at approximately 5:00pm. This officially timed race will include students from Field Park, Forest Hills, and Laidlaw Elementary Schools along with McClure Junior High School.

Food Concessions

The Carnival vendor and 5 food vendors will supply food for purchase.

Tickets for Alcoholic Purchase

Patrons must be 21 years of age or older to purchase beer and/or wine tickets that will be provided by the WS Park District.

Public Safety/Event Security

Staff of the WS Park District will meet with the Police Chief and Fire Chief of Western Springs to coordinate efforts for a safe event. There will be 4 openings for emergency exits and will be staffed by WS Park District and/or volunteers to make sure no one leaves with alcohol.

Parking

The Lower Parking Lot and west side of Spring Rock Park will be closed for the event. The Upper Parking Lot will be available as well as street parking surrounding Spring Rock Park. The Service Pool has also approved parking in their parking lot.

WS Park District staff will ensure that no other activities are scheduled at Spring Rock Park for the event to help with any parking issues that may arise.

Good Neighbor

The Western Springs Park District wishes to be a good neighbor during this event to the residents in the neighborhood which surround Spring Rock Park. Staff will hand deliver a written notice about the event to all adjacent homeowners and give them a discount on ticket pricing.

The above summary provides a start for the discussion with the WS Village Board, Liquor Commission, General Government Committee and Village Staff on this event to gain approval of all permits and licenses needed for Western Springs Park District to hold this event on September 19, 2026, at Spring Rock Park. I look forward to a discussion and pledge the cooperation of the Western Springs Park District.

Sincerely,

Walt Knake

Walt Knake, Executive Director

Cc: Ellen Baer – Village Manager
Heather Valone – Director, Community Development

ALL APPLICATIONS MUST BE TYPEWRITTEN. NO HANDWRITTEN FORMS WILL BE ACCEPTED.
THE FURNISHING OF ANY INACCURATE INFORMATION SHALL BE CAUSE FOR LICENSE REVOCATION.

MUST BE FILED IN DUPLICATE WITH THE OFFICE OF THE VILLAGE MANAGER

VILLAGE OF WESTERN SPRINGS
COOK COUNTY, ILLINOIS
LOCAL LIQUOR CONTROL COMMISSION
APPLICATION FOR SUPPLEMENTAL APPICATION/MANAGER

DATE: July 21, 2026

Honorable Presiding Village President and Local Liquor Control Commissioner
Village of Western Springs, Illinois

Reference in this Application to an owner shall mean any person who is an owner of more than five percent (5%) of the corporation, a partner in a partnership or a member of a limited liability company, which is applying for the license. All questions must be answered completely. **QUESTIONS ARE TO BE ANSWERED ACCURATELY. IF QUESTIONS ARE NOT ANSWERED ACCURATELY, THE LICENSE WILL BE SUBJECT TO REVOCATION.** IT Will NOT BE A DEFENSE THAT ANSWERS WERE GIVEN TO THE BEST OF THE ANSWERER'S KNOWLEDGE. IT IS YOUR RESPONSIBILITY TO ASCERTAIN THE ACCURACY OF YOUR RESPONSE. IF MORE SPACE IS NEEDED TO FULLY RESPOND, ATTACH A SEPARATE PAGE(S).

The undersigned (a MANAGER), **Walt Knake** (name) of **Western Springs Park District**
d/b/a **Western Springs Park District** (business name and assumed name) makes application
for a Class _I_ liquor license, at the address of _4_4_0_0_C_e_n_tr_a_lA_v_e_n_u_e_____

SCHEDULE OF VARIOUS CLASSES OF RETAIL LIQUOR [redacted] 3-3-2 and 4-1-9):	
CLASS A:	Full Service Restaurant with a Service Bar
CLASS B:	Full Service Restaurant with a Patron Bar
CLASS C:	Full Service Restaurant; Beer and Wine Only
CLASS D:	Limited-Service Restaurant License; Beer and Wine Only; No Patron or Service Bar
CLASS E:	Supermarket License
CLASS F:	Culinary School License
CLASS G:	Fine Wine, premium spirits and beer, gourmet food store
CLASS H:	Outdoor Liquor Cafe
CLASS I:	Special Event (Not-For-Profit Organization Owned or Leased Property)
CLASSJ:	Special Event (Village-Owned Property (Beer And Wine Only)
CLASS K:	BYOB - Corkage License (Beer and Wine Only)
CLASS L:	Limited Special Event License; Tastings Of Beer And Wine And Beer And Wine Package Sales Only
CLASS 0:	Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)
CLASS Q:	Wine Establishment License (Wine Tasting And Retail Wine Sales By The Bottle; On-Site Consumption)

IF A MANAGER IS TO BE EMPLOYED BY THE OWNER, THE MANAGER MUST COMPLETE AND SUBMIT AN APPLICATION, WHICH WILL BE MARKED AS A "SUPPLEMENTAL APPLICATION." THE INFORMATION PROVIDED IN THE QUESTIONS BELOW MUST BE PROVIDED FOR EACH INDIVIDUAL WHO WILL AT ANY PARTICULAR TIME BE THE PERSON ON THE PREMISES WHO HAS SUPERVISORY OR MANAGEMENT RESPONSIBILITY OVER THE OTHER EMPLOYEES. PLEASE PROVIDE SUCH INFORMATION ON SEPARATE SHEETS OF PAPER. EACH SUCH MANAGEMENT PERSON MUST BE FINGERPRINTED BY THE WESTERN SPRINGS DEPARTMENT OF LAW ENFORCEMEMT SERVICES. APPOINTMENTS FOR FINGERPRINTING MUST BE MADE 72 HOURS IN ADVANCE. NO FINGERPRINTING WILL BE DONE WITHOUT SUCH AN APPOINTMENT.

1. INFORMATION ON APPLICANT AND PERSON COMPLETING THIS APPLICATION. Pursuant to Title 4, Chapter 1, Section 16 of the Western Springs Municipal Code, please provide the following information.

A. Name: **Walt Knake** [redacted]

B. Mailing Ad[redacted]

C. Address at Re[redacted]

D. Home Pho[redacted]

Work Pho[redacted]

E. Citizenship[redacted]

If naturali[redacted]

Place of B[redacted]

F. Driver's Li[redacted]

G. Height: 6[redacted]

H. Weight _1[redacted]

I. Color of e[redacted]

J. Color of h[redacted]

K. Social Secur[redacted]

L. Vehicles o[redacted]

M. Other home addresses within the last 5 years:

Street Address	City, State, ZIP	Dates	
		From	To
N/A			

N. Businesses owned or operated within the last 5 years that required a liquor license, stating: (a) Name of business; (b) State and municipal liquor license numbers; (c) Address; and (d) Phone number.

Business Name: **None**

Address: _____ Phone Number: _____

Dates owned: From: To: _____

Describe any liquor license incident requiring police intervention:

_____

_____

State liquor license#: _____ Date of license: _____

Municipal liquor license#: Date of license: _____

Name, address and telephone number of municipality issuing liquor license:

_____

_____

2. Has any of the Applicant's liquor licenses ever been suspended or revoked? If so, explain:
No

3. How long has the Applicant been in the business of the retail sale of alcohol? _____

Describe the nature of its business experiences:

N/A

4. Has the Applicant ever held another liquor license in the United States? ☐ Yes **IXI** No

If yes, state the dates, city and state of each license:

License Holder: _____ Date: _____

City and State: _____

License Holder: _____ Date: _____

City and State: _____

5. Has the Applicant ever been denied a liquor license from any jurisdiction? ☐ Yes **IXI** No

If yes, state the date of particulars: _____

6. Has the Applicant ever had a previous liquor license (whether wholesale or retail) revoked by the Federal Government or by any state, county or local government? ☐ Yes **IXI** No

If yes, explain: _____

7. Other than when making an initial application for a license, has the Applicant or any predecessor to or subsidiary or corporate parent entity of the Applicant ever been subject to charges, hearing or investigation by any jurisdiction with respect to a liquor license? ☐ Yes **IXI** No

If yes, please state the following:

Previous Licensor: _____ Licensee Name(s): _____

Licensee(s) Address(es) _____

Address of Licensed Premises: _____

Names of the licensed establishment and the date or dates of such revocation or suspension: _____

If no charges were involved, state the reason for the investigation or hearing: _____

8. Has the Applicant ever been found guilty of a felony or a misdemeanor, including but not limited to any gambling **offense, concerning the sale or use of illegal drugs or any alcohol related traffic offense?'** ☐ Yes IXI No

If yes, explain the charge, the date, the city and state where the charge was brought, and the disposition.This must include all findings of guilty, whether subsequently vacated or not and shall specifically include any orders of court supervision, whether satisfactorily completed or not.

Name of Person: _____ Charge: _____

Date: _____ City and State: _____

Disposition: ----------

Name of Person: _____ Charge: _____

Date: _____ City and State: _____

Disposition: ----------

9. Is the Applicant an elected public official? ☐ Yes IXI No

If yes, state the office and unit of government: _____

_____

10. Does Applicant hold any law enforcement office? ☐ Yes IXI No

If yes, name the person, title and agency:

Person: _____ Title: _____

Agency: _____

11. In the past two years, has the Applicant made any political contributions to any member of the Western Springs Board of Trustees or to any member of the Illinois State Liquor Commission? ☐ Yes IXI No

If the answer is "Yes", identify each contribution and the amount:

Contribution: _____ Amount: _____

Contribution: _____ Amount _____

Contribution: _____ Amount: _____

12. Does the Applicant possess a current Federal Wagering or Gambling Device Stamp? ☐ Yes IXI No

If yes, state the reasons----------

_____

13. Pursuant to Title 4, Chapter 1, Section 15 of the Western Springs Municipal Code, no license shall be issued if any of the below statements cannot be answered in the affirmative by the Applicant. By signing this Application, the Applicant affirmatively states that the Applicant is:

A. A person who is a resident of the Village (unless Subsections J, Kor L apply).

B. A person of good character and reputation in the community in which he or she resides.

C. A person who is a citizen of the United States.

D. A person who has not been convicted of a felony under any federal or state law, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.

E. A person who has not been convicted of being the keeper of or is not keeping a house of ill fame.

F. A person who has not been convicted of pandering, sexual molestation or other crime or misdemeanor opposed to decency and morality.

G. A person whose license to sell alcoholic liquor, whether issued under this Chapter or by any other governmental entity, has not been revoked for cause.

H. A person who at the time of application for renewal of license issued hereunder would be eligible for such license upon a first application.

I. A partnership, and all of the partners of such partnership qualified to obtain a license as individuals except for reason of residency.

J. A copartnership, if any general partnership thereof, or any limited partnership thereof, owning more than 5% of the aggregate limited partner interest in such copartnership would not be eligible to receive a license hereunder for any reason other than residence within the Village.

K. A corporation where:

(i.) No officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five percent (5%) of the stock of such corporation, is ineligible to receive a license hereunder for any reason other than citizenship and residency; and

(ii.) It is incorporated in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois, it is in good standing under the state of incorporation.

L. A limited liability company where:

(i.) No officer, manager or director owning more than 5% of the aggregate ownership interest in such company is ineligible to receive a license hereunder for any reason hereunder other than citizenship and residency; and

(ii.) It is organized in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign limited liability company which is qualified under Illinois law to transact business in Illinois, it is in good standing under the state of organization.

M. A person whose place of business is conducted and physically controlled and operated by a manager or agent and such manager or agent possesses the same qualifications required of an individual licensee hereunder.

N. A person who has not been convicted of a violation of any federal or state law concerning the sale or use of illegal drugs, or the manufacture, possession or sale of alcoholic liquor, or has not forfeited his bond to appear in court to answer charges of any such violation, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.

O. A person who either owns the premises (or the beneficial interest in a land trust owning the premises) for which a license is sought, or has a lease thereon for the full period for which the license is to be issued.

P. A person who is a beneficial owner of the business to be operated by the licensee.

Q. A person who is not a law enforcing public official, the village president, member of the board of trustees, member of the local liquor control commission or any other elected public official, unless said applicant is a member of the board of trustees (except for the village president who serves as the local liquor commissioner) who seeks a license in relation to premises that are located within the Village, provided (i) the sale of alcoholic liquor pursuant to the license is incidental to the selling of food, (ii) the issuance of the license is approved by the State Commission, (iii) the issuance of the license is in accordance with all applicable local ordinances in effect where the premises are located, and (iv) the official granted a license does not vote on alcoholic liquor issues pending before the Village Board.

R. A person or entity to whom a federal wagering stamp has not been issued by the federal government for the current tax period unless the person or entity is eligible to be issued a license under the Raffles Act or the Illinois Pull Tabs and Jar Games Act.

S. A person who has not been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (71) of Section 28-7 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1967, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.

T. A person who is twenty-one (27) years of age or older.

14. Pursuant to Title 4, Chapter 1, Section 16 of the Western Springs Municipal Code, by signing this Application, the **Applicant affirmatively states that:**

A. The Applicant has not been convicted of a felony or any other offenses prohibited under Title 4 of the Western Springs Municipal Code.

B. The Applicant will not violate any of the laws of the Village, the State or of the United States in the conduct or operation of the place of business to be licensed.

15. The Applicant shall complete and submit with this Application an Authorization for Release of Information Relative to Application for Retail Liquor License on a form approved by the Village.

IF A NEW MANAGER HAS BEEN OR IS ADDED TO THE BUSINESS, THAT PERSON MUST CONTACT THE WESTERN SPRINGS DEPARTMENT OF LAW ENFORCEMENT SERVICES, (708) 246-1800, TO SET UP AN APPOINTMENT TO BE FINGERPRINTED AND MUST SUBMIT A SUPPLEMENTAL APPLICATION. THE APPOINTMENT SHOULD BE MADE MONDAY THROUGH FRIDAY FROM 9:00 A.M. TO 5:00 P.M.

A LIQUOR LICENSE IS NOT TRANSFERABLE. IF YOU ANTICIPATE A SALE OF THE BUSINESS, OR A CHANGE IN OWNERSHIP OR MANAGEMENT, IT IS YOUR SOLE RESPONSIBILITY TO ASSURE THAT THE REQUIRED NOTIFICATION AND/OR REAPPLICATION PROCESS IS STARTED AT LEAST 120 DAYS PRIOR TO THE CHANGE. ALL INVESTIGATIONS BY THE LOCAL AUTHORITIES MUST BE COMPLETED BEFORE THE LOCAL LIQUOR CONTROL COMMISSIONER AND LOCAL LIQUOR CONTROL COMMISSION WILL CONSIDER THE APPLICATION.

SIGNATORY PAGE

Corporate Seal
(If applicant is corporation)

STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

The undersigned, Walt Knake, first being duly sworn, under oath deposes and says that _he_ is/are the Applicant(s) for the license requested in the foregoing Application; that _he_ is/are of good repute, character and standing and that answers to the questions asked in the foregoing Application are true and correct in every detail. I further state that I have read and understand the Code provisions of the Western Springs Municipal Code that govern the sale and delivery of alcoholic beverages. I further agree not to violate any of the laws of the State of Illinois, the United States of America or any of the ordinances of the Village of Western Springs in the conduct of my place of business.

I ALSO UNDERSTAND THAT AN UNTRUE, INCORRECT OR MISLEADING ANSWER GIVEN IN THIS APPLICATION IS SUFFICIENT CAUSE FOR THE REFUSAL TO GRANT OR THE REVOCATION OF ANY LICENSE GRANTED PURSUANT TO THIS APPLICATION.

I further give my permission to the Village of Western Springs or any agency of the Village to check with any agency or individual named or referred to in this Application to verify or clarify any answer that I have given.

Walt Knake

Walt Knake

APPLICANT

Subscribed and Sworn to before me this 21st day of July 2026

Denise Marie Bruton

NOTARY PUBLIC

APPLICATION APPROVED:

_____

Local Liquor Control Commissioner

Date: _____

OFFICIAL SEAL
DENISE MARIE BRUTON
Notary Public, State of Illinois
Commission No. 1013607
My Commission Expires July 15, 2029

State of Illinois, County of COOK
This foregoing instrument was acknowledged
before me on July 23, 2026
by Walt Knake

Denise Marie Bruton
Notary Public Signature

Village of Western Springs
Permit Application for Temporary Use

Applicant's Name Molly Kepler
Organization School District 101
Applicant's Phone _____ Mobile # 402-637-1332
Email kepler.molly@gmail.com

Briefly describe the event requiring the temporary use: _____
1st Annual District wide race that will coincide with Harvest Fest

Type of Temporary Use

Trailer/Tent/Portable Lavatory/Shed Portable lavatories on site, sponsor/ school tents
Christmas Tree Lot N/A
Art, Craft and Book Sales N/A
Sidewalk Sales N/A
Vendor Cart or Food Concession Harvest Fest food vendors
Other _____

Location Spring Rock Park
Dates of Use September 19, 2026
Comments D101 Harvest Fest 3k Run will take place solely in Spring Rock Park

Molly Kepler / MKp
Signature of Applicant/ Printed Name

6/ 11/ 2026
Date

Approved _____ Denied_____

Permit Number _____

_____
Signature of Approver

_____
Date

Rev. 9/2018

HARVEST FEST 2026

N

1 Sponsor Tables
2 Batting Clinics
3 Vendor Table
4 VIP Sponsor Tent
5 I.D. Check Wristbands Beer/Wine
6 Welcome Tent
7 Prime Time Racing
8 Sports Inflatables
9 Activities
10 Balloon Artist Face Painter
11 Food Vendors
12 Reptile & Bugs Show
13 Carnival Rides
14 Band Parking
15 Band Stage
16 Band Convience Tent
17 Fire Works
18 Carnival Games and Food
19 Picnic Table Area
20 3K Run check-in start/finish
21 Turnabout
22 Guest Tent
23 Protest Area

Kensington School
Theatre of Western Springs
Western Springs Swimming Pool
All Saints Episcopal Church
Western Springs Park District
Spring Park
Central Ave
ENTRY
LOST & FOUND
Flag Creek
47TH ST

3K RUN IN RED

Exhibit "B"

Temporary Use Permit

(attached)

VILLAGE OF WESTERN SPRINGS
TEMPORARY USE PERMIT

For:	**2026Harvest Fest Special Event to be Held on Saturday, September 19, 2026**
Approval:	**August 10, 2026**
Co-Applicant/Permittees:	**Western Springs Park District**
Location:	**Spring Rock Park**

At a Village of Western Springs Board Meeting held on **Monday, August 10, 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 Park District (the "Permittee") to allow the Permittees to operate a **Special Event to be held on Saturday, September 19, 2026,** SUBJECT TO THE CONDITIONS BELOW:

Permit for Special Event

Location: The Permittees' filed an application consisting of: a Cover Letter dated June 30, 2026 and its attached Site Plan; a Special Event Liquor License Application dated July 21, 2026 and executed on July 21, 2026; and a Fireworks Application dated _____, 2026 (collectively, the "Application"). The Application is approved by the Village under this TUP. The Application and its Site Plan are attached hereto as **Group Exhibit "A"** and made a part hereof. The Permittees shall locate, construct, maintain and operate the Special Event within Spring Rock Park (the "Property") in accordance with the attached Application and Site Plan, subject to the conditions set forth below. A TUP is required in order to conduct the Special Event. The Temporary Use regulations are set forth at Section 10-4-5 (Temporary Uses) of the Western Springs Municipal Code.

Conditions:

1. The **hours of operation** of the **Special Event** shall be:

    - General Special Event Activities Saturday, September 19, 2026, between the hours of 12:00 P.M. and 10:00 P.M. and

    - Music bands will play during the Special Event, between the hours of 12:00 P.M. and 9:00 P.M. on Saturday, September 6, 2026 and

    - On Saturday, September 19, 2026, a fireworks display will occur at approximately 9:00 P.M.

    - Retail sales, service and consumption of alcoholic liquor is permitted within the outdoor alcoholic beverage sales/consumption area during the Special Event, as follows: retail sales and service of alcoholic liquor shall be permitted on Saturday, September 19, 2026, between the hours of 12:00 P.M. and 9:00 P.M. with 9:00 P.M. being the time for a "last call" deadline for retail sales and service of alcoholic liquor, and consumption of alcoholic liquor shall be permitted on Saturday, September 19, 2026

between the hours of 12:00 P.M. and 10:00 P.M. The outdoor alcoholic beverage sales/consumption area shall be approved by the Village Special Event Liquor License Ordinance.

- The Carnival Operator shall commence set up of the Carnival rides, booths and equipment on Friday, September 18, 2026 and shall take down the Carnival rides, booths and equipment on Sunday, September 20, 2026. All such activities shall be conducted during normal Village business hours.

2. **Access by Public**: Prior to the opening time and after the closing time listed above, from the time that the Special Event equipment set-up commences to the time that the Special Event equipment is taken down, the public shall not be allowed to occupy the Special Event Area.

3. **Compliance with Code Regulations:** The Permittee and Carnival Operator shall locate, construct, maintain and operate the Carnival in accordance with the below-listed regulations, which are set forth in Section 10-4-5(E)(1) (Temporary Uses And Structures Subject To Approval By The Village Board; Carnivals) of the Western Springs Municipal Code:

   a. The operation of the Special Event will be located entirely within the private or public property designated for the Special Event.

   b. There shall be no parking on one side of Elm Street (specific side TBD) to facilitate police and emergency vehicle access.

   c. Trailers and other equipment must not block a public street, alley or sidewalk or a point of ingress or egress for emergency vehicles.

   d. No carnival shall be set up, run, operated or conducted within the limits of the Village unless a written permit from the Village Board has been issued, setting forth the conditions under which such carnival shall be operated. The permit shall be granted upon the condition that there shall not be set up or operated any gambling device, lottery, number or paddle wheel, number board, punchboard, or other game of chance, or any lewd, lascivious or indecent show or attraction making an indecent exposure of the person or suggesting lewdness or immorality.

   e. The operator shall comply with the provisions of Division 54.1 (Carnivals) of the Illinois Municipal Code (65 ILCS 5/11-54.1), as amended, and the Carnival and Amusement Rides Safety Act (430 ILCS 85), as amended, as a condition of approval of a Village permit to operate a carnival. Division 54.1 (Carnivals) of the Illinois Municipal Code and the Carnival and Amusement Rides Safety Act are incorporated herein by reference as if fully set forth in this section.

   f. The general penalty provisions of this permit as well as the penalty provisions of Division 54.1 (Carnivals) of the Illinois Municipal Code and the Carnival and Amusement Rides Safety Act shall apply to any violations of this section.

g. Trailers and other equipment do not block driveways or other points of emergency vehicular access to any property.

h. Trailers and other equipment do not block a public street, alley or sidewalk.

i. The operation will be located entirely within the private or public property designated for the event.

4. **Noise; Music:** The noise from the operation of and patrons of the Special Event shall be monitored by the Permittees so as to not become a nuisance to surrounding property owners.

5. **On-Site Manager:** There shall be an on-site manager for the Permittees physically present at the Property during the hours of operation of the Special Event.

6. **Special Event Alcoholic Sales/Service/Consumption Hours:** All sales, service and consumption of alcoholic beverages shall be limited to the Licensed Premises in accordance with the regulations set forth in the Village's Liquor Control Ordinance for the Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License, including the requirement that the Permittees issue wrist bands to age-eligible individuals who desire to purchase and consume alcoholic liquor, except that retail sales, service and consumption of alcoholic beverages shall be regulated as set forth above under Condition No. 1.

7. **Notice to Residents: At least fifteen (15) calendar days** prior to the Special Event, the Permittees shall provide written notice of the final Village-approved Site Plan and the hours of operation for the Special Event to the Central Avenue property owners who live across from Spring Rock Park between 47th Street and Burlington Avenue.

8. **Release, Hold Harmless and Indemnification Agreement:** By executing this TUP, the Permittees agree as follows:

A. Release Of Claims: The Permittees agree to waive and relinquish any and all claims, demands or causes of action of any kind, including, but not limited to personal injuries, illness or death, damages, or economic and non-economic damages or losses, that it or its members, officers, employees, volunteers, patrons and agents may have against the Village and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers and volunteers arising out of, connected with, or in any way associated with the Special Event or the approval, existence, use or operation of this TUP.

B. Risk Of Injury: The Permittees assume the full risk of injuries, illness, death, damages or losses of any kind, which it or its employees, patrons or members of the public may sustain in any way in, on or about the Property or as part of attending the Special Event.

C. Indemnity and Defense: The Permittees agree to protect, indemnify, save and hold forever harmless and defend the Village and its officers, appointed and elected

officials, president and trustees, employees, agents, attorneys, engineers, and volunteers from and against any and all liabilities, obligations, claims, injuries, illness, death, damages or losses of any kind, penalties, causes of action, costs and expenses brought by any person, including the Permittees and their members, officers, officials, employees, contractors, subcontractors, volunteers, patrons and agents, arising out of, connected with, or in any way associated with the Special Event or the approval, existence, use or operation of this TUP.

9. **Insurance.** During the term of this Temporary Use Permit, the Permittee and Carnival Operator agree to have the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents named as additional insureds on their insurance policies related to the activities allowed under this Temporary Use Permit, including the operation of the Carnival and Family Festival for the purposes stated herein. Permittee and Carnival Operator shall provide separate insurance policies for 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 per occurrence and $2,000,000 general aggregate
   b. Umbrella coverage – $4,000,000 per occurrence
   c. Property Damages -- $500,000 per occurrence
   d. Workers' Compensation – Statutory
   e. Dram Shop Coverage - Statutory

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

10. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Site Plan 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 Permittees, at their cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Village-approved Site Plan 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, including the restriction of parking on one side of Elm Street (specific side TBD) to accommodate emergency vehicles.

11. **Reimbursement of Village for Special Costs:** The Village reserves the right to charge the Permittees 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 Special Event or to clean up and dispose of any debris, litter or waste caused by the Special Event, in the case where the Permittees fail to perform their obligations in that regard. Upon execution of this TUP, the Permittees agree 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 Event. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

12. **Compliance with Applicable Laws and Regulations.** All of the improvements and activities at the Property shall comply with the applicable provisions of federal, state, county and local laws and regulations, including the Western Springs Municipal Code and all accessibility regulations (i.e., the ADA, Illinois Accessibility Code, etc.).

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

VILLAGE OF WESTERN SPRINGS

By:_____
Name: Heidi Rudolph
Village President

Date:_____, 2026.

WESTERN SPRINGS PARK DISTRICT

By:_____
Name: Brian Perkovich
President

Date:_____, 2026.

Date of Permit Issuance: _____, 2026

By: _____
Heather Valone
Director of Community Development

Group Exhibit "A"

Cover Letter issued by the Western Springs Park District dated June 30, 2026 and its attached Site Plan

(attached)

and

Special Event Liquor License Application dated July 21, 2026 and executed on July 21, 2026

(incorporated herein by reference)

and

Fireworks Application dated _____, 2026

(attached)

(collectively, the "Application")

June 30, 2026

The Honorable Heidi Roudolph
President - Village of Western Springs

Dear President Rudolph,

Western Springs Park District is in the stages of planning our 2026 Harvest Fest celebration. It is our desire to hold this event on Saturday, September 19, 2026, at Spring Rock Park (4400 Central Avenue).
We respectfully seek the Village of Western Springs' approval of the following items to proceed:

1. Special Event liquor license- for beer and wine sales.
2. Special permit allowing carnival, food, fireworks and activity businesses to participate.

Fees and Costs

Carnival participants will purchase tickets prior to the event and on-site during the celebration. All Around Amusement is our carnival provider. Patrons who wish to consume beer or wine will have their I.D.'s checked and be wrist banded to purchase alcohol tickets on-site. Food and beverages will also be sold on-site during the celebration. The alcohol service hours are from 12pm to last call at 9pm.

Time/Date of Event

Event will be held on Saturday, September 19, 12pm-10pm.

The event will take place at Spring Rock Park (4400 Central Ave) and will be held in and west of the Lower Parking Lot. A layout of the entire event is attached.

Entertainment

Bands will play music starting at 12pm on Saturday, September 19. There will be a fireworks display at approximately 9pm. A fireworks permit will be applied for by Pyrotecnico FX our vendor. The bands will be in a designated area just west of the lower parking lot. Activities will be provided for children and adults.

We also have provided School District 101, the approval to host their 2nd Annual D101 Harvest Fest 3k Run on September 19, 2026 in Spring Rock Park. We expect the race to begin at 4:00pm and will end at approximately 5:00pm. This officially timed race will include students from Field Park, Forest Hills, and Laidlaw Elementary Schools along with McClure Junior High School.

Food Concessions

The Carnival vendor and 5 food vendors will supply food for purchase.

Tickets for Alcoholic Purchase

Patrons must be 21 years of age or older to purchase beer and/or wine tickets that will be provided by the WS Park District.

Public Safety/Event Security

Staff of the WS Park District will meet with the Police Chief and Fire Chief of Western Springs to coordinate efforts for a safe event. There will be 4 openings for emergency exits and will be staffed by WS Park District and/or volunteers to make sure no one leaves with alcohol.

Parking

The Lower Parking Lot and west side of Spring Rock Park will be closed for the event. The Upper Parking Lot will be available as well as street parking surrounding Spring Rock Park. The Service Pool has also approved parking in their parking lot.

WS Park District staff will ensure that no other activities are scheduled at Spring Rock Park for the event to help with any parking issues that may arise.

Good Neighbor

The Western Springs Park District wishes to be a good neighbor during this event to the residents in the neighborhood which surround Spring Rock Park. Staff will hand deliver a written notice about the event to all adjacent homeowners and give them a discount on ticket pricing.

The above summary provides a start for the discussion with the WS Village Board, Liquor Commission, General Government Committee and Village Staff on this event to gain approval of all permits and licenses needed for Western Springs Park District to hold this event on September 19, 2026, at Spring Rock Park. I look forward to a discussion and pledge the cooperation of the Western Springs Park District.

Sincerely,

Walt Knake

Walt Knake, Executive Director

Cc: Ellen Baer – Village Manager
Heather Valone – Director, Community Development

ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT FOR A CLASS "I"
(Special Events On Property Owned Or Leased By A Not-For-Profit Organization)
SPECIAL EVENT LIQUOR LICENSE

I, the undersigned, on behalf of the Western Springs Park District (the Applicant), agree to comply with and fulfill each and every term, condition and obligation set forth above in the Ordinance granting a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License to the Western Springs Park District, including each of the conditions set forth in Section 2 of the Ordinance. I understand and agree that the Village of Western Springs has the right to charge the Western Springs Park District 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 Event, or to clean up and dispose of any debris, litter or waste caused by the Special Event in the case where the Applicant fails to perform its obligations under this Ordinance. By accepting the issuance of the Class "I" Liquor License, Western Springs Park District 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 Event. 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 I shall not object to the payment of such costs.

Liquor License Applicant:
Western Springs Park District

By: _____

Name:_____

Title:_____
Authorized Representative

Date: _____, 2026

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, Clerk of the Village of Western Springs, in the County of Cook and State of Illinois, certify that the annexed and foregoing 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 "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS PARK DISTRICT FOR THE 2026 HARVEST FEST SPECIAL EVENT TO BE HELD ON SATURDAY, SEPTEMBER 19, 2026 IN SPRING ROCK PARK.

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the 10th day of August, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 10th day of August, 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 10th day of August, 2026.

_____

[SEAL] Edward Tymick, Village Clerk

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 10, 2026

AGENDA ITEM 9.A.

To: Board of Trustees
From: Diana Puga, Municipal Services Coordinator
CC: John Mastandona, Director of Finance, Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager
RE: Budget Amendment for the 2026 Recreation Center Fence Installation Project (Omnibus Item)

Recommendation

The Finance Committee reviewed this item at their meeting on August 4, 2026 and recommended the approval of a budget amendment in the amount of $35,450 for the 2026 Recreation Center Fence Installation Project to contract with the lowest cost, qualified, and responsive bidder Innova Fence, Inc.

Summary

The Village has received an increasing number of reports of wildlife sightings on the Recreation Center property. To help reduce these occurrences and ensure the safety of Recreation staff, tenants, and children, the Village issued an Invitation to Bid for the installation of a fence at the rear (west property line) of the Recreation Center.

On July 9, the Village received a total of five (5) bids, of which only four (4) were valid. Because this project required a mandatory walk-through, Tiles in Styles, LLC was disqualified due to no attendance. A summary of the bids is as followed below.

Location	**Innova Fence, Inc**	**Futurity 19, Inc**	**MBE Fence Inc**	**Oak Tree Fence Solutions, Inc**
Main Fence Installation	$ 35,450.00	$ 38,450.00	$ 38,208.85	$ 39,324.08

The lowest cost, qualified, responsive bidder is Innova Fence, Inc. for $35,450.00. This was not a budgeted project, and was unanticipated. The requested budget amendment will be funded by utilizing the fund balance of the Recreation Fund (Fund 210).

Financial Impact

Account 6603210 60015 (Building Improvements)
Fund Recreation Fund (Building Services)
2026 Budget $0

Project Cost $35,450.00 (Budget amendment required)

Recommended Motion

I move to approve a budget amendment in the amount of $35,450 for the 2026 Recreation Center Fence Installation Project.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Budget Amendment - 6603210 60015
2. Ordinance No. 26- _____ re Approval of Amendment to FY 2026 Operating Budget in the Rec Fund(2155441.1)

VILLAGE OF WESTERN SPRINGS
BUDGET TRANSFER/AMENDMENT FORM

Requested by: Matthew Supert
Date: 07/27/26

FINANCE USE ONLY:

APPROVED:

Village Manager Da

Dir of Support Srvcs Dat

DATE ENTERED

_____/____/____

By: _____

Resolution Required:
Yes _____
Resolution # _____
No _____

Budget Transfer #

Page _____ of _____

FROM ACCOUNT: *(decrease)*			TO ACCOUNT: *(increase)*		
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT
			6603210 60015	Building Improvements	$35,450
REASON:			REASON: Unanticipated project - recreation fence installati rear of property (west property line)		
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT
REASON:			REASON:		
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT
REASON:			REASON:		
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT
REASON:			REASON:		
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT
REASON:			REASON:		

Draft 8.05.2026
ORDINANCE NO. 26-XXXX
VOTE:
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: August 10, 2026.
OTHER: 2/3rds of the Corporate Authorities.

AN ORDINANCE APPROVING AN AMENDMENT TO THE FISCAL YEAR 2026 OPERATING BUDGET TO PAY FOR FENCE MATERIALS AND INSALLATION AT THE RECREATION CENTER.

WHEREAS, in accordance with the applicable provisions of the Western Springs Municipal Code, Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 1-13-3 (Annual Budget and Budget Officer), the Illinois Municipal Code (65 ILCS 5/8-2-9.1) and the Open Meetings Act (5 ILCS 120/), the President and Board of Trustees of the Village of Western Springs (the "Corporate Authorities") adopted the Fiscal Year 2026 Operating Budget for the Village of Western Springs ("Village") on December 15, 2025 with the passage of Ordinance No. 25-3305 ("FY 2026 Operating Budget"); and

WHEREAS, pursuant to Section 8-2-9.6 of the Illinois Municipal Code (65 ILCS 5/8-2-9.6) and Subsection 1-13-3(D) of the Western Springs Municipal Code, the Village's Operating Budget may be amended from time to time upon approval of two-thirds (2/3) of the Corporate Authorities; and

WHEREAS, as part of their approval of the FY 2026 Operating Budget, the Corporate Authorities approved an allocation of $8,600 in the Recreation Fund – Building Improvements to pay for scheduled various building improvements at the recreation building. However, a need for a fence along the western edge of the property has been identified. A budget amendment in the amount of $35,450 is necessary to increase the budget allocation to cover the costs associated with the project; and

WHEREAS, at an open, public meeting held on August 4, 2026, the Finance Committee (the "Committee") reviewed the proposed Amendment to the FY 2026 Operating Budget and received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee recommended that the Corporate Authorities approve the proposed Amendment to the FY 2026 Operating Budget; and

WHEREAS, at an open public meeting held on August 10, 2026, the Corporate Authorities reviewed and discussed the proposed Amendment to the FY 2026 Operating Budget, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input. At their August 10, 2026 meeting, the Corporate Authorities accepted the Committee's recommendation to approve the proposed Amended FY 2026 Operating Budget, finding that the approval of the Amended FY 2026 Operating Budget is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public.

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

SECTION 1. Incorporation. Each of the Whereas paragraphs set forth above in this Ordinance is incorporated by reference into and made a part of this Section 1 as if fully set forth herein.

SECTION 2. Approval and Execution of Amendments to FY 2026 Operating Budget. The

Corporate Authorities of the Village of Western Springs approve an amendment to the FY 2026 Operating Budget to increase the funds allocated to the Recreation Fund – Building Improvements in the amount of $35,450 to pay the costs of fence materials and installation for Fiscal Year 2026. Upon approval of this Ordinance, the Village President, the Village Clerk and the Village Budget Officer, or their designees, shall execute the Amended FY 2026 Operating Budget.

SECTION 3. Public Inspection of Approved Documents and Filing with the Office of the Cook County Clerk. Upon approval of this Ordinance, the Village Clerk, or their designee, shall arrange to have a certified copy of the Amended FY 2026 Operating Budget placed on file in the Office of the Village Clerk for public inspection, and shall further arrange for a certified copy of this Ordinance and the Amended FY 2026 Operating Budget to be filed with the Office of the Cook County Clerk within thirty (30) calendar days of the approval date of this Ordinance or as otherwise required by State law.

SECTION 4. Repealer; Severability. Any ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict, and the text of this Ordinance shall control and govern. Each Section, paragraph, clause and provision of this Ordinance is separable, and if any such Section, paragraph, clause or provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any portion hereof, 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 law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on August 10, 2026, and approved by me as President on the same day.

_____
Heidi Rudolph, Village President

ATTEST:

_____
Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the ___ day of August, 2026.

_____
Edward Tymick, Village Clerk

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-XXXX

AN ORDINANCE APPROVING AN AMENDMENT TO THE FISCAL YEAR 2026 OPERATING BUDGET TO PAY FOR FENCE MATERIALS AND INSTALLATION AT THE RECREATION CENTER

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 10th day of August, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 10th day of August, 2026.

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

AYES:_____

NAYS:_____

ABSENT:_____

I do further certify that the original 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 ____day of August, 2026.

_____
Edward Tymick, Village Clerk

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 10, 2026

AGENDA ITEM 11.A.

To: Board of Trustees
From: Jeff Koza, Director of Engineering Services
CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, John Mastandona, Director of Finance
RE: Professional Service Agreement with V3 Companies for Design Engineering Services for the 2027 Road and Utility Program (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on August 4, 2026, and recommended the approval of a Professional Services Agreement with V3 Companies for professional engineering services associated with the 2027 Road and Utility Program. The proposal includes pavement rehabilitation on Linden Avenue, Ridgewood Oaks Drive, and Western Avenue, along with watermain replacement on Linden Avenue and Western Avenue. The total not-to-exceed cost for all survey and design engineering services is $175,476.

Summary

The 2027 Street Program encompasses pavement rehabilitation and utility improvements across three roadway segments identified in the Village's Capital Improvement Program. The project streets include:

- Linden Avenue (39th St to Hillgrove Ave): Pavement rehabilitation and full watermain replacement, along with associated sewer point repairs.
- Ridgewood Oaks Drive (Wolf Road looping around to Wolf Road): Pavement rehabilitation.
- Western Avenue (Oak St to Dead End): Pavement rehabilitation and watermain replacement, as well as sewer point repairs.

Design Engineering Scope

V3 Companies will perform all professional services needed to prepare these streets for bidding and construction. Work includes topographic surveying, preparation of roadway and utility plans, coordination with utility companies, evaluation of drainage structures, preparation of cost estimates, permitting coordination (IEPA/MWRD), and bid-phase support.

Total Engineering Cost: $175,476 (not-to-exceed).
Project Schedule
Design: Fall 2026

Bidding: Late winter 2027
Construction: 2027 construction season.

The proposed pavement rehabilitation and watermain replacement work addresses documented needs in the roadway system and underground utilities. The engineering proposal provides all required surveying, design, permitting, and bidding support to deliver this project efficiently. Approval of the V3 Companies proposal is recommended so design work can begin this fall.

Financial Impact

Account 4801365-50331
Fund Referendum Fund
Project Cost $175,476

Recommended Motion

I move to approve a Professional Services Agreement with V3 Companies for professional engineering services associated with the 2027 Road and Utility Program for an amount not to exceed $175,476.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Resolution No. 26-____ re Approval and Authorization of a PSA with V3 for Design Engineering Services Related to the 2027 Road &
2. Exhibit A - V3 proposal for 2027 Road and Utility Program - Design Engineering
3. Exhibit 1 - Rider to PSA for Design Engineering for Road and Utility Program (V(2155180.1)

DRAFT 8.4.2026
RESOLUTION NO. 26-????

VOTE:
AYES:_____
NAYS:_____
ABSENT:
ABSTAIN:_____
DATE: August 10, 2026

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND V3 COMPANIES LTD. OF WOODRIDGE, ILLINOIS FOR DESIGN ENGINEERING SERVICES FOR THE 2027 ROAD AND UTILITY PROGRAM.

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village Board") and V3 Companies Ltd. of Woodridge, Illinois ("Engineer") desire to enter into a Professional Services Agreement for Design Engineering Services for the 2027 Road and Utility Program (collectively, the "Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and V3 Companies Ltd. for Design Engineering Services for the 2027 Road and Utility Program", copies of which are attached hereto as **Group Exhibit "A"** and made a part hereof (collectively the "PSA"); and

WHEREAS, the Services to be performed will include a topographic survey and Phase II design engineering of street and infrastructure improvements on Linden Avenue between 39th Street and Hillgrove Avenue, Ridgewood Oaks Drive, and Western Avenue from Oak Street to its terminus; and

WHEREAS, the fee to perform the Services is a "not-to-exceed" fee of $175,476.00. The Engineer's fee will be paid from Referendum Funds and/or other available Village funds; and

WHEREAS, at an open public meeting held on August 4, 2026, the Village's Public Works and Water Committee ("Committee") reviewed and discussed the terms of the attached PSA, received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; and

WHEREAS, at an open public meeting held on August 10, 2026, the President and Board of Trustees of the Village reviewed and discussed the Services, the PSA, and the Committee's recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its August 10, 2026 Regular meeting, the Village Board accepted the Committee's recommendation to approve and enter into the PSA; and

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

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

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

Section 2: Approval of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Design Engineering Services for the 2027 Road and Utility Program ("Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and V3 Companies Ltd. for Design Engineering and Surveying Services for the 2027 Road and Utility Program" (collectively the "PSA"), substantially in the form attached hereto as **Group Exhibit "A"** and made a part hereof, which may contain certain non-substantive and non-financial changes that are approved by the Village Attorney. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute the final version of the PSA, and such other related documents as may be necessary to fulfill the Village's obligations under the PSA.

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

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

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 10th day of August, 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

Group Exhibit "A"

Professional Services Agreement
Between the Village of Western Springs and V3 Companies Ltd.
for Design Engineering Services
for the 2027 Road and Utility Program

and its

Exhibit "1"

Rider to Professional Services Agreement
Between The Village Of Western Springs and V3 Companies Ltd.
for Design Engineering Services
for the 2027 Road and Utility 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 the attached document 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 A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND V3 COMPANIES LTD. OF WOODRIDGE, ILLINOIS FOR DESIGN ENGINEERING SERVICES FOR THE 2027 ROAD AND UTILITY 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 10th day of August, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 10th day of August, 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 August, 2026.

_____
Edward Tymick, Village Clerk

SEAL

July 21, 2026

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

RE: Engineering and Survey Services for 2027 Street Program - CIP

Dear Mr. Koza,

Thank you for the opportunity to submit this survey and design proposal for various streets in the 2027 Capital Improvement Program (CIP). This task order has been developed from our recent scoping study of various street and infrastructure improvements. The following chart summarizes the work to be assigned to V3. If you find this proposal to be acceptable, the executed copies of this letter will constitute the entire agreement between the Village of Western Springs (CLIENT) and V3 Companies, Ltd. (V3) for services on this PROJECT.

2027 STREET PROGRAM SUMMARY

Segment #	PCI Rating	Road	From	To	Pavement Material	Length (FT)	Width (FT)	Roadway	Watermain	Sewer Point Repairs
7	9-15	Linden Ave	39th St	Hillgrove Ave	HMA	2770	24	Resurfacing	Yes	Yes
17	16+	Ridgewood Oaks Dr	Wolf Rd	Wolf Rd	HMA	890	22	Resurfacing		
	-	Western Ave	Oak St	Dead End	HMA	685	24	Resurfacing	Yes	Yes

Please see attached the Scope of Work (Exhibit 1) for details of the work to be performed for each segment as listed above.

COMPENSATION SUMMARY

The following is a summary of the hours and cost to provide survey, plans, specifications and estimates for the 2027 street segments. Work will be invoiced monthly on an hourly basis not to exceed the fees below.

Topo Survey

Segment #	Hours	Survey Cost
All Streets	176	$ 27,729
Total	**176**	**$ 27,729**

Phase II Plan Production

Segment #	Total Hours	Phase 2 Cost
7	635	$ 95,370
17	66	$ 11,607
Western	237	$ 40,770
Total	**938**	**$ 147,747**

Total Cost for Topographic Survey and Phase II Design **$ 175,476.00**

A detailed hour and fee breakdown for each segment is included as Exhibit 2.

Jason Holy will continue to be your project manager for this work. You can contact him at jholy@v3co.com, or via cell at 630.254.1522. Please feel free to contact either one of us to discuss.

Sincerely,

V3 COMPANIES, LTD.

Kurt Corrigan, P.E.

Vice President of Municipal Services

Accepted For:

VILLAGE OF WESTERN SPRINGS

By: _____

Title: _____

Date: _____

Enclosures: Exhibits 1 and 2

EXHIBIT 1
2027 STREET PROGRAM - CIP

SCOPE OF WORK – TOPOGRAPHIC SURVEY AND DESIGN ENGINEERING

The following is the scope of services necessary to successfully deliver plans, specifications and construction estimates to the Village of Western Springs for the 2027 Street Program – CIP consisting of Linden Ave, Ridgewood Oak Dr, and Western Ave as represented by the chart in the cover letter as well as our recent scoping document. The services will meet Village of Western Springs, IDOT, and Cook County policies, procedures, and guidelines, as necessary.

TOPOGRAPHIC SURVEY

A Topographic Map will be conducted within the survey area of the right-of-way for 3 street segments within the Village of Western Springs. See the chart in the letter proposal that provides the various streets to be surveyed. In addition to the full rights-of-way, the survey areas shall include up to an additional 10’ on either side of the ROW for each street.

The Topographic Map services will include the following:

- Recover and measure a source benchmark published by the National Geodetic Survey, County or Municipality near the project and establish two site benchmarks within the survey area. Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88). Description of the location and elevation of the source and site benchmarks to which the topographic surveying is referenced to, will be indicated on the survey.
- A contour survey with 1'-0" contour intervals will be prepared from field spot elevations. Spot elevations obtained in the field will be of sufficient quantity to generate a contour survey, which properly represents the ground surface. Additional elevations will be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutter, pavement edges, and centerlines.
- Spot elevations will 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.
- Pavement types such as concrete, asphaltic concrete, gravel, etc. will be indicated.
- Existing improvements, such as mailboxes and signs shall also be located.
- Individual trees of 6” diameter or greater within unimproved areas and ornamental parkway trees of 3" diameter or greater within improved properties (all callipered 4’ above the ground) on either side of the street will be located within one-foot tolerance. Where brush exist, the perimeter outline of the brush will be additionally shown.
- Top of curb, flow line, and edge of pavement elevations of all roadways and streets within the survey area shall be shown.
- The centerline profile of the road and certain utility conflicts may be shown in the profile section of the drawing. This shall be negotiated with the client.

- Apparent Right-Of-Way lines will be shown on the map from public record maps, plats and other documents and coordinated with monumentation found in the field via a limited search and apparent occupation.
- The Topographic Survey shall incorporate information on existing utility systems adjoining or contained within the Survey Area which are obtained from City departments or utility companies responding to written or verbal requests 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. Records or Atlas information that is provided to V3 after completion of the survey can be provided to the CLIENT or engineer.
- Field markings by J.U.L.I.E. members, which are coordinated by others, shall be shown on the survey if present at the time of survey.
- The following list contains typical information provided for the specific utilities located above ground and visible at the time of the survey. Snow cover, earth or construction debris covering typically above ground structures may not be located.
- Sanitary and Storm Sewers: Size, type, and direction of pipes; rim and invert elevations, location of manholes, inlets, catch basins, and end sections.
- Water Mains: Size, type, and direction of pipes, top of pipe elevations at valve vault locations, location of valves and hydrants.
- Gas Mains: Location of valves and mains if marked in the field at the time of the survey.
- Telephone, Electric, and Cable TV pedestals and transformers.
- Traffic and Street Light poles and cables if marked in the field at the time of the survey.
- Visible evidence of field tiles or those marked in the field at the time of the survey.
- Other utilities not listed above and occurring within the Survey Area will be shown in a similar manner.

Utilities and improvements shall be shown based on visible field verified structures, in coordination with the design stage process, if available. V3 shall only show underground utility lines between structures that are in the field and appear to be connected.

3D/Open Roads Survey Processing

- Upon completion of the field data collection survey, base sheets will be prepared in Bentley's Open Roads Design (ORD) in accordance with the State of Illinois Department of Transportation Computer Aided Design, Drafting, Modeling and Deliverables Manual.

SOIL CERTIFICATION CCDD

For projects that are just resurfacing with minor sidewalk, curb, pavement and utility repairs V3 will not evaluate the soil but provide a detailed specification that places the soil testing is to be performed by the contractor. For all project streets that have any major utility work, or the road is being reconstructed V3 will follow the process below for the providing CCDD documentation as part of the contract documents.

An environmental screening for CCDD soil disposal will be conducted by V3 which may include addition soil samples.

The sampling plan will be dependent on the proposed excavation for the project, and the results of the environmental review of the land use history of the properties adjoining the project.

Project soils will be evaluated for CCDD disposal based on the criteria in IL Title 35 Part 1150 Subtitle J: Clean Construction or Demolition Debris, and LPC-663 documentation will be provided for qualifying soils. Any project soils that do not meet the criteria for CCDD disposal will be delineated and characterized for alternative disposal detailed in the plan documents.

DATA COLLECTION AND UTILITY COORDINATION

Upon completion of the survey and base sheets, V3 will walk the site to verify the existing pavement condition, make repair recommendations for the area of resurfacing, identify potential conflicts with existing utilities and verify existing conditions collected during survey, data collection and JULIE survey. In addition, V3 will evaluate the existing condition of the drainage structures. In a previous scope V3 televised Linden Ave for any sanitary repairs that may be required. Western Ave from Oak Street to the dead end to the north was not part of the original televising program. V3 will televise this section of sanitary to determine if there are any repairs needed and put then into the plans.

Timely coordination with the utility companies is important to meeting the design and construction schedule. The following is included under this task:

- V3 will prepare letters and exhibits to initiate coordination with utility companies within the project corridor.
- V3 will review and identify potential utility conflicts according to the proposed design.
- Utility Coordination Field Verification Meetings (if needed) – up to one (1) field meeting per street with one V3 project team member present.

Plans will be submitted to private utility companies at the 75% and 100% level of completion to coordinate any required utility adjustments/relocations.

FINAL PLANS, SPECIFICATION & ESTIMATES

Construction plans and specifications for roadway improvements will be prepared in accordance to Village of Western Spring and IDOT standards and guidelines. The plans will generally consist of the following sheets:

- Cover sheet
- Index of sheets/general notes
- Summary of quantities
- Typical sections
- Schedule of quantities
- Alignment, ties, and benchmarks
- Maintenance of traffic plans and notes (if needed for reconstructed streets)
- Removal plans
- Roadway plan/profile (profiles will be included for reconstruction streets only)
- Intersection/ADA accessibility details

- Utility improvement plan and profile (will only be provided for the streets with new watermain, sewer or storm)
- Pavement marking and signing plans
- Erosion control plans/SWPPP
- Village of Western Springs and IDOT details
- Cross sections (will be included for reconstructed streets only)

V3 will prepare quantity computations and engineer's opinion of probable construction costs and specifications at both the 75% and 100% stages of the project. The computed quantities will serve as the basis for the Summary of Quantities sheet and the engineer's opinion of probable construction costs.

Plans, specifications and estimates will be submitted to the Village, local agencies and utility companies for review at the 75% and 100% stages. All documents will be revised based on comments received from reviewing agencies. A disposition of comments will be prepared with each resubmittal.

IEPA and MWRD COORDINATION

Both IEPA and MWRD Permitting will be required for the limits of roadway and utility construction. We anticipate submitting for the necessary permits prior to the pre-final submittal in order to have the necessary permit documentation as part of the bid documents.

MEETINGS

V3 will attend meetings as required throughout the duration of the project. Anticipated meetings could include, but are not limited to:

- Progress meetings with Village staff assumed one per project street (6), if necessary
- Utility coordination meetings (2), if necessary

BID SUPPORT AND COORDINATION

During the biddng phase, V3 will:

- Attend Pre-Bid Meeting (up to one V3 representative), if necessary.
- Provide responses to bidder questions and answer RFI's that arise during the bidding phase.
- Issue any addendums to perspective bidders as required to interpret or clarify the Bid Documents.
- Assist the Village of Western Springs in reviewing the bid proposals and prepare a recommendation for the award of contract letter.
- This project will be let through the Village of Western Springs.

Exhibit 2 - Detailed Hours and Cost Breakdown

	Project Director	Project Manager	Design Eng I	Design Eng III	Technician	Survey Manager	Survey Crew Chief	Project Man I	Project Sci I
Wage Rate	97.19	82.87	42.95	53.64	56.00	71.78	48.04	60.34	45.76
Multiplier	3	3	3	3	3	3	3	3	3
Rate	$292	$249	$129	$161	$168	$215	$144	$181	$137

Topographic Survey for all 3 Segments

TASK	Project Director	Road Project Manager	Design Eng I	Design Eng III	Technician	Survey Manager	Survey Crew Chief	Project Man I	Project Sci I	TOTAL HOURS	DIRECT COST	TOTAL FEE
topographic Survey		5			80	6	85			176		27,729
Hours	0	5	0	0	80	6	85	0	0	176	Total	$27,729

Segment 7 Linden From 39th To Hillgrove

TASK	Project Director	Road Project Manager	Design Eng I	Design Eng III	Technician	Survey Manager	Survey Crew Chief	Project Man I	Project Sci I	TOTAL HOURS	DIRECT COST	TOTAL FEE
FINAL ENGINEERING												
Final Engineering Plans/ Specs/ Cost		20	300	175	45					540		78,113
Permitting		2		2						4		806
CCDD soils		2						10	35	47	1000	6,837
QA/QC	6	6								18		4,086
Meetings		2								2		498
Data Collection and Utility Coordination		10		10						20		4,032
Bid Support		4								4		997
Hours	6	46	300	187	45	0	0	10	35	635	Total	$95,370

Segment 17 Ridgwood Oak Dr

TASK	Project Director	Road Project Manager	Design Eng I	Design Eng III	Technician	Survey Manager	Survey Crew Chief	Project Man I	Project Sci I	TOTAL HOURS	DIRECT COST	TOTAL FEE
FINAL ENGINEERING												
Final Engineering Plans/ Specs/ Cost		5	25		10					44		6,453
QA/QC	6	2								8		2,141
Meetings		2								2		498
Data Collection and Utility Coordination		5		5						10		2,016
Bid Support		2								2		498
Hours	6	16	25	5	10	0	0	0	0	66	Total	$11,607

Western Ave From Oak to the End

TASK	Project Director	Road Project Manager	Design Eng I	Design Eng III	Technician	Survey Manager	Survey Crew Chief	Project Man I	Project Sci I	TOTAL HOURS	DIRECT COST	TOTAL FEE
FINAL ENGINEERING												
Final Engineering Plans/ Specs/ Cost		5	75	65	20					169		24,578
IEPA permitting		2		2						4		806
CCDD review and Soil Boring review		1						10	35	46	1000	6,588
QA/QC	2	2								10		1,994
Meetings		2								2		498
Data Collection and Utility Coordination		2		2						4	5000	5,806
Bid Support		2								2		498
Hours	2	16	75	69	20	0	0	10	35	237	Total	$40,770

Exhibit "1"

Rider to Professional Services Agreement
Between The Village Of Western Springs and V3 Companies, Inc.
for Design Engineering Services For the 2027 Road and Utility Program

(attached)

Rider to Professional Services Agreement
Between The Village Of Western Springs and V3 Companies, Inc.
for Design Engineering Services For the 2027 Road and Utility Program

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

A. THE ENGINEER AGREES:

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

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

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

c. Deductibles and Self-Insured Retentions

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

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

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

(2) All Coverages

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

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

e. Acceptability of Insurers

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

f. Verification of Coverage

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

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

3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.

4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the Services upon expiration of the Suspension of Services Order.

7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

    a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
    b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
    c. If ENGINEER makes a general assignment for the benefit of creditors.

d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.

9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.

10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.

11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person

designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.

16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE’s express authorization would be harmful and damaging to the VILLAGE's interests:

    a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
    b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
    c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
    d. Financial information and police records.

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

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.

19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.

20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

    a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
    b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq*.).

21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.

23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

    a. If to the VILLAGE:

Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager

b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

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

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
   a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
   b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
   c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
   d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq*.).
   e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
      (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an

unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.

(b) Specifying the actions that will be taken against employees for violations of such prohibition.

(c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(2) Establishing a drug-free awareness program to inform employees about:
   (a) the dangers of drug abuse in the workplace;
   (b) the ENGINEER's policy of maintaining a drug-free workplace;
   (c) any available drug counseling, rehabilitation, and employee assistance program; and
   (d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

(4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.

(5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003,

along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.

m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).

n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.

o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.

p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.

2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:

(1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq*. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq*. Each Party and its officers,

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

(2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 III. 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: August, 2026

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 10, 2026

AGENDA ITEM 11.B.

To: Board of Trustees
From: Jeff Koza, Director of Engineering Services
CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, John Mastandona, Director of Finance
RE: Professional Service Agreement with HR Green, Inc. for Design Engineering Services related for Grand Avenue Improvements (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on August 4, 2026, and recommended the approval of a Professional Services Agremeent with HR Green, Inc. for professional engineering services associated with the Grand Avenue Improvements project. The proposal includes pavement rehabilitation, sewer rehabilitation, and storm sewer separation on Grand Avenue from Burlington Avenue to 47th Street. The total not-to-exceed cost for all survey and design engineering services is $99,943.41

Summary

The project includes pavement resurfacing, sanitary sewer rehabilitation, new separated storm sewer improvements along Grand Avenue from 47th Street to Burlington Avenue. Improvements consist of hot-mix asphalt milling, patching, resurfacing, ADA-compliant sidewalk and ramp adjustments, sanitary sewer cured-in-place pipe (CIPP) rehabilitation with limited point repairs, and installation of new curbside inlets and approximately 200 feet of new storm sewer near Burlington Avenue.

Design Engineering Scope
HR Green will provide topographic survey, roadway and utility design, permitting coordination, preparation of plans and specifications, cost estimating, and bidding assistance. Services include preparation of 22 plan sheets covering roadway rehabilitation, sanitary and storm improvements, ADA features, traffic control, and detour plans.

Total Engineering Cost
The total not-to-exceed fee for survey, design engineering, permitting, geotechnical services, and bidding support is $99,943.41.

Project Schedule
Bidding is anticipated in early winter 2027, with construction scheduled for the 2027 construction season.

The proposed pavement rehabilitation, sewer rehabilitation, and storm sewer separation work addresses documented needs in the roadway system and underground utilities. The engineering proposal provides all required surveying, design, permitting, and bidding support to deliver this project efficiently. Approval of the HR Green, Inc. is recommended so design work can begin this fall to keep the projects on track for 2027 construction.

Financial Impact

Account 4801365-50331
Fund Referendum Fund
Project Cost $99,943.41

Recommended Motion

I move to approve a Professional Services Agreement with HR Green, Inc. for professional engineering services associated with the Grand Avenue Improvements project for a not-to-exceed cost of $99,943.41.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Resolution No. 26-____ re Approval and Authorization of a PSA with HR Green for Design Engineering Services Related to the Grand
2. Exhibit A - Grand Avenue Design Engineering proposal- HR Green
3. Exhibit 1 - Rider to PSA for Design Engineering for Grand Avenue Resurfacing (H(2155210.1)

DRAFT 8.4.2026
RESOLUTION NO. 26-????

VOTE:
AYES:_____
NAYS:_____
ABSENT:
ABSTAIN:_____
DATE: August 10, 2026

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND HR GREEN, INC. OF NEW LENOX, ILLINOIS FOR DESIGN ENGINEERING SERVICES FOR THE GRAND AVENUE RESURFACING PROJECT.

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village Board") and HR Green, Inc. of New Lenox, Illinois ("Engineer") desire to enter into a Professional Services Agreement for Design Engineering Services for the Grand Avenue Resurfacing Project (collectively, the "Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and HR Green, Inc. for Design Engineering Services for the Grand Avenue Resurfacing Project", copies of which are attached hereto as **Group Exhibit "A"** and made a part hereof (collectively the "PSA"); and

WHEREAS, the Services to be performed will include a topographic survey and design engineering of street and infrastructure improvements on Grand Avenue between 47th Street and Burlington Avenue; and

WHEREAS, the fee to perform the Services is a "not-to-exceed" fee of $99,943.41. The Engineer's fee will be paid from Referendum Funds and/or other available Village funds; and

WHEREAS, at an open public meeting held on August 4, 2026, the Village's Public Works and Water Committee ("Committee") reviewed and discussed the terms of the attached PSA, received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; and

WHEREAS, at an open public meeting held on August 10, 2026, the President and Board of Trustees of the Village reviewed and discussed the Services, the PSA, and the Committee's recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its August 10, 2026 Regular meeting, the Village Board accepted the Committee's recommendation to approve and enter into the PSA; and

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

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

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

Section 2: Approval of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Design Engineering Services for the Grand Avenue Resurfacing Project ("Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and HR Green, Inc. for Design Engineering and Surveying Services for the Grand Avenue Resurfacing Project" (collectively the "PSA"), substantially in the form attached hereto as **Group Exhibit "A"** and made a part hereof, which may contain certain non-substantive and non-financial changes that are approved by the Village Attorney. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute the final version of the PSA, and such other related documents as may be necessary to fulfill the Village's obligations under the PSA.

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

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

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 10th day of August, 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

Group Exhibit "A"

Professional Services Agreement
Between the Village of Western Springs and HR Green, Inc.
for Design Engineering Services
for the Grand Avenue Resurfacing Project

and its

Exhibit "1"

Rider to Professional Services Agreement
Between The Village Of Western Springs and HR Green, Inc.
for Design Engineering Services
for the Grand Avenue Resurfacing Project

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 26-_____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND HR GREEN, INC. OF NEW LENOX, ILLINOIS FOR DESIGN ENGINEERING SERVICES FOR THE GRAND AVENUE RESURFACING PROJECT

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 10th day of August, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 10th day of August, 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 August, 2026.

_____
Edward Tymick, Village Clerk

SEAL

PROFESSIONAL SERVICES AGREEMENT

For

Grand Avenue Resurfacing Project
From 47th Street to Burlington Avenue
Survey and Phase II Design Engineering Services

Mr. Jeffery Koza
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558
708.246.1800

Prepared by:

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox IL, 60451

HR Green Project: 2503322

March 18, 2026

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THIS **AGREEMENT** is between The Village of Western Springs (hereafter “CLIENT”) and HR Green, Inc. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

COMPANY services required for this project are to include topographic survey, design, bid/construction document preparation, and permitting services for the Grand Avenue Resurfacing Project. Geotechnical engineering services are also included in this AGREEMENT. The project limits include:

A. Grand Avenue: From the northern radii of the 47th Street intersection to the existing stop bar at the Burlington Avenue intersection. The total project length along Grand Avenue is estimated to be 1,512 feet along the roadway centerline.

B. Alleyway: The existing asphalt alleyway which is located approximately 55 feet south of Burlington Avenue, with improvements extending from Grand Avenue eastward toward Lawn Avenue for approximately 175’ and terminating at the existing concrete alleyway pavement segment.

The proposed improvements include roadway rehabilitation though hot-mix-asphalt (HMA) milling, patching, and resurfacing; spot removal and replacement of combination concrete curb and gutter (CCC&G); sanitary sewer rehabilitation; and storm sewer improvements as detailed herein. The proposed improvements to the existing stormwater management system are to include new curbside inlets located south of the existing storm sewer in the northern block of the project, near Burlington Avenue.

COMPANY will also review existing sanitary sewer main conditions within the project limits via video televising. From the sanitary sewer main assessment, proposed rehabilitation through cured in-place pipe (CIPP) lining repair and limited point repair will be included within the project’s scope of improvements.

The existing watermain was constructed in 1996 and it is understood that the watermain does not need to be replaced or repaired within the scope of this project.

Per CLIENT, this pavement resurfacing project will only provide limited driveway repairs associated with CCC&G removal and replacement positioned within existing driveways. Therefore, no driveway improvements are included beyond what is associated with the spot repair CCC&G improvements.

There are concrete sidewalks located along both sides of the roadway throughout the project limits and, therefore, design for ADA ramps and sidewalk repair have been included herein.

Pavement markings in the alleyway and along the east side of Grand Avenue for parking space designation will be included along with all stop bars at intersections. All improvements are expected to be located within the existing Village right-of-way.

Also included are the preparation of preliminary and final opinion of probable construction cost estimates (OPCC) and the estimate of time of construction (EOT).

Permitting and coordination with various agencies is included in this AGREEMENT as detailed below in Section 2.0 - Scope of Services.

It is understood that CLIENT will utilize only local funds on the project, and no state or federal funding is expected to be utilized.

The project is anticipated to be bid for Spring of 2027 on a local construction letting.

1.2 Design Criteria

The plans will be prepared in accordance with standard policies and design guidelines from:

A. Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction,
B. IDOT Bureau of Local Roads Manual,
C. Illinois Environmental Protection Agency (IEPA),
D. CLIENT's applicable policies and ordinances, and
E. Metropolitan Water Reclamation district of Greater Chicago (MWRDGC), as applicable.

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services for Grand Avenue Resurfacing Project:

A. Topographic Survey
B. Project Design and Bid/Construction Document Preparation
C. Permitting
D. Letting and Bidding Services
E. Project Administration and Coordination

The following details our specific approach to providing the services mentioned above.

2.1 Topographic Survey

COMPANY will provide the topographic survey services associated with the subject project, which will include the following:

COMPANY will perform a topographic survey of Grand Avenue from 47th Street to Burlington Avenue and the existing alleyway from Grand Avenue to 175' east, a distance of approximately 1,687 feet in total centerline length. The topographic survey will include visible, above ground improvements lying within the defined limits. The survey will extend to five (5) feet beyond the existing right-of-way on both sides of the street and include cross-sections at 50-foot intervals. COMPANY will locate visible manhole structures and provide invert depths and pipe sizes (at unlocked manholes) on public storm, sanitary, and watermain utilities located within the limits specified above. COMPANY will attempt to map the underground utilities within the limits specified above based on best available information (i.e., JULIE markings, CLIENT atlases, evidence observed at each manhole, etc.). Trees six (6) inches or larger in diameter will also be located and shown on the survey, but the species will not be identified. Elevations will be based upon NAVD88 or local benchmarks. Coordinates will be tied to the Illinois State Plane, East Zone (NAD 83)

Coordinate System. The topographic survey drawing will be completed in Bentley's OpenRoads Designer (ORD).

2.2 Project Design and Bid/Construction Document Preparation

COMPANY will provide roadway rehabilitation design services associated with the Grand Avenue Resurfacing Project. The following project scope of work is included in this AGREEMENT:

A. The roadway improvements will include approximately 1,512 feet of existing urban residential street rehabilitation with HMA milling, class D patching (HMA) at 6-inch depth, HMA resurfacing at 2-inch depth, and selective removal and replacement of CCC&G Type B.6-12.
B. The existing asphalt alleyway located approximately 55 feet south of Burlington Avenue will require HMA milling, class D patching (HMA) at 6-inch depth, and HMA resurfacing at 2-inch depth. Additional design and detailing will be required at the alley intersection with Grand Avenue to provide for sidewalk and ramp improvements for ADA/PROWAG compliance. The north and south radius at the alleyway intersection is anticipated to include a curb 'bump out' design. COMPANY efforts shall include two (2) concept developments for the 'bump out' design, coordination with CLIENT, and an intersection pavement elevation plan detailing the alleyway intersection with Grand Avenue.
C. The proposed roadway section for Grand Avenue will match existing conditions and consist of a 24' pavement width to accommodate two (2)-12' travel lanes.
D. Existing utility information will be developed from the above-ground facilities included in the topographic survey, painted utility locations, information acquired from the utility owners (utility atlas), and CLIENT GIS data.
E. The proposed horizontal alignment of Grand Avenue, the alleyway, and intersecting streets within the project limits will match the existing horizontal alignment and conditions.
F. The proposed roadway and alleyway profiles are anticipated to match the existing profiles.
G. P.C.C. sidewalk is located along both sides of the street and improvements will be made in association with ADA/PROWAG standards and requirements based upon the topographic survey and a field evaluation and condition assessment. Other than the detail as noted in Section 2.2.B, this AGREEMENT assumes ramp improvements will not require additional spot grade elevation detailing beyond the IDOT Standard Details.
H. Existing trees will remain unless conditions require otherwise, per the field inspection by COMPANY and/or direction from CLIENT. CLIENT's staff will provide a review of existing tree conditions and a determination for removal of existing trees (Ash or otherwise) with information to be provided to COMPANY for design impact considerations.
I. Proposed improvements to the existing stormwater management system are to include new curbside inlets (Inlets - Type 3 with open face) located south of the existing storm sewer in the northern block of the project, near Burlington Avenue. Two (2) new sets of storm inlets will be positioned along the east and west curbline of Grand Avenue, located approximately 200 feet south of the Burlington Avenue intersection. A new storm sewer will connect the new inlets to the existing storm structure located just south of Burlington Avenue in the west parkway. COMPANY

will provide inlet spacing calculations and storm sewer capacity calculations for the limited inlet and storm sewer improvements.

J. COMPANY will review the existing sanitary sewer main conditions within the project limits via video televising. It is understood that CLIENT will provide video and prepared report which has been performed previously. From the sanitary sewer main assessment, proposed rehabilitation through cured in-place pipe (CIPP) lining repair or point repair will be included within the project scope of improvements as needed. Based on CLIENT's information regarding the existing sanitary sewer condition, COMPANY has assumed for this AGREEMENT that CIPP lining rehabilitation will suffice for much of the total length of the sanitary sewer, resulting in an estimated 10% or less point repairs required to be detailed within the design and bid/construction documents.
K. Parkways behind the CCC&G will be restored to a width of two (2) feet behind the newly replaced CCC&G using sod as specified.
L. Replacement of existing concrete, HMA, and brick paver driveways will only be provided if CCC&G removal and replacement occur within the driveway limits, in which case an in-kind replacement of HMA, concrete, or brick paver will be specified for a width of five (5) feet behind the back of replaced CCC&G.
M. Traffic control will consist of providing one (1) lane of traffic during construction and a one-way detour will be utilized. Plan details of the lane closure will be provided.
N. Access to driveways will be maintained during construction except for short-term temporary closures.
O. Proposed pavement markings will be limited to existing designated parking and intersections impacted by the resurfacing improvements. Specifically, pavement markings in the alleyway and along the east side of Grand Avenue as designated for parking spaces will be included along with the stop bars on the north and south legs of the Elm Street intersection, and on the south leg of Burlington Avenue intersection. Due to the location of the southern project terminus being north of the 47th Street intersection, it is anticipated that the north leg of 47th Street will not require stop bar replacement.
P. It is assumed that cross-sections will not be needed for the proposed improvements associated with the pavement rehabilitation and limited underground utility construction. Thus, cross-sections are not included in this AGREEMENT.
Q. There are existing streetlights on ComEd utility poles within the project limits, specifically one (1) identified at the southeast corner of the Elm Street intersection. COMPANY does not anticipate that this ComEd utility pole will require relocation and, therefore, related lighting design and coordination services are not included in this AGREEMENT.
R. No structural elements are expected to be required (i.e.: retaining walls, etc.) and, therefore, related services have not been included in this AGREEMENT.
S. Bid/Construction Document Preparation - COMPANY will develop contract plans for the proposed improvements based on the engineering analysis and design scope detailed above. Submittal of the roadway plans to CLIENT for review and concurrence will occur at the 30%, 90%, and 100% milestones. Additional submittals will be made to the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) as applicable to obtain approval. Review comments will be incorporated into the plans, and a disposition of comments will be provided to all reviewers.

The following sheets will be included as part of the contract plans:

Item	No. of Sheets
Cover Sheet / Index of Sheets	1
General Notes / List of Highway Standards	1
Summary of Quantities	2
Typical Sections / HMA Mix Table	2
Schedule of Quantities	4
Traffic Control & Maintenance Plans	2
Detour Plans	1
Resurfacing & Striping Plans	2
Sanitary Sewer Rehabilitation & Storm Sewer Plans	2
Sanitary and Storm Sewer Details	2
Alley Intersection Elevation Plan (includes ADA Ramps Detail)	1
IDOT Dist. 1 & Misc. Details	2
Total No. of Plan Sheets	**22**

T. COMPANY will prepare the following bid documents and specifications for inclusion in the contract documents:
   1. Complete the CLIENT's Standard Bid Forms (blank electronic copy to be provided by CLIENT).
   2. Supplemental Specifications and Recurring Special Provisions.
   3. Project Specific Special Provisions (including those required by CLIENT).
   4. BLR Special Provisions, as applicable.
   5. BDE Special Provisions, as applicable.

U. A geotechnical investigation is included this AGREEMENT by a sub-consultant of COMPANY. This work will include a total of four (4) pavement cores through the base course up to 24" in total depth. The resulting subgrade soil samples will be tested and analyzed in the sub-consultant's laboratory. Visual Classification and Unconfined Compressive Strength utilizing a calibrated penetrometer will be performed on all the samples. Additionally, the sub-consultant will perform environmental testing of soil to obtain IEPA LPC 662/663 certification. See Section 5.0 – Services By Others for additional information.

V. It is anticipated that all the proposed improvements will be made within the existing right-of-way (ROW) and no additional ROW or easements will be necessary. As such, plats, legal descriptions and/or appraisal/negotiation services are not included in this AGREEMENT.

W. COMPANY will prepare an EOPCC for the project and submit to CLIENT for review and approval at the 30%, 90%, and 100% percent milestones.

X. COMPANY will prepare an EOT needed for construction of the proposed improvements and submit to CLIENT for review and approval at the 90% and 100% milestones.

Y. COMPANY will provide Quality Assurance and Quality Control (QA/QC) in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection and rating of subconsultants, and monitoring of deliverables."

2.3 Permitting

The project is located within the corporate limits of the CLIENT's boundaries. It is understood that the Grand Avenue Resurfacing Project is governed by the CLIENT's applicable ordinances and policies. This AGREEMENT reflects this understanding. However, COMPANY will coordinate, prepare, and submit permit applications as required with the permitting agencies having jurisdiction over the project. Specifically, MWRDGC will require coordination and a permit associated with the sanitary sewer rehabilitation improvements. Since the existing storm sewer is already separated from the sanitary sewer, MWRDGC oversight of the storm sewer improvements is not anticipated and not included in this AGREEMENT.

COMPANY will also coordinate the required permitting with the Illinois Environmental Protection Agency (IEPA) and the Illinois State Historical Preservation Office (ILSHPO). A Notice of Intent (NOI) will be prepared for compliance with the requirements of the National Pollutant Discharge Elimination System (NPDES) as established by IEPA. This permit effort will also include a secondary and related submittal to ILSHPO. Note that given the limited impacts anticipated with the proposed project improvements which are anticipated to be less than 1 acre of disturbed soil, a Stormwater Pollution Plan (SWPPP) is not included in this AGREEMENT.

Note that for the sanitary sewer CIPP lining and limited point repairs, it is not anticipated that an IEPA Water Quality Construction permit will be required and, therefore, these permit services are not included in this AGREEMENT.

2.4 Letting and Bidding Services

COMPANY will provide letting and bidding assistance as detailed below:

A. COMPANY will assist CLIENT in advertising for bids. It is assumed that the fees for advertising are not included in this AGREEMENT and will be paid for by CLIENT directly to preferred newspaper.
B. COMPANY will manage the contractor plan distribution process. Electronic copies of the bidding documents will be provided to contractors, and no hard copies of plans or specifications will be distributed.
C. COMPANY will respond to questions from contractors during the bid period and issue addendum(s), if necessary. It is assumed for this AGREEMENT that two (2) questions and one (1) addendum will be required. Additional questions and/or addendums, if necessary, will be addressed with an amendment to this AGREEMENT.
D. One (1) person from COMPANY will attend the bid opening and assist CLIENT with checking of bid document submittals and reading individual bids for the record.
E. COMPANY will review bidder's submittal packages for concurrence to requirements, tabulate individual pay items within each bid, check for errors, and develop a letter of recommendation for the proposed bidder selection and share results with CLIENT for consideration of award.

2.5 Project Administration and Meetings

COMPANY will attend the meetings listed below and prepare required exhibits and meeting minutes for distribution to attendees. The required number of meetings is estimated. COMPANY will have up to two (2) attendees at each meeting. If additional meetings are

requested by CLIENT, the additional work will be covered with an addendum to this AGREEMENT.

A. One (1) virtual kick-off meeting with CLIENT.
B. Three (3) total progress review meetings with CLIENT. COMPANY will host one (1) in-person field meeting at the 30% scheduled milestone to review preliminary plans in conjunction with field conditions. COMPANY will host two (2) virtual meetings with CLIENT that will occur at the 90% and 100% scheduled milestone to review the deliverables.
C. One (1) pre-application permit virtual meeting with MWRDGC, as necessary.

COMPANY will distribute electronic plan copies to utility companies with facilities within project limits. It is assumed that there will be no conflicts due to the limited scope of work related to proposed underground utility improvements.

This task also involves the management and oversight of the project, which includes the on-going review of the project design, schedule and budget, contract file management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and sub-consultants.

3.0 Deliverables and Schedules Included in this Agreement

Design Notice to Proceed	August 21, 2026
Survey (weather dependent)	September 30, 2026
Geotechnical Investigation	September 30, 2026
30% Submittal to CLIENT	November 6, 2026
Receipt of Comments	November 25, 2026
90% Submittal to CLIENT	December 23, 2026
Receipt of Comments	January 8, 2027
100% Submittal to CLIENT	January 22, 2027
Receipt of Comments	January 27, 2027
Advertisement	January 28, 2027
Local Bid Opening	Mid-February 2027
Construction Contract Approval	March 2027
Construction Start	April 2027
Project Anticipated Completion (Est. 45 working days)	July 2027

This schedule was prepared to include reasonable allowances for review and approval times required by 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 CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement Services

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

A. Permit application fees;
B. Bid advertisement fees;
C. Tree species identification;
D. Cross-sections;

E. Location Drainage Study;
F. Structural design services;
G. ROW and/or easement plat preparation;
H. Land acquisition services (appraisals/negotiations);
I. Archaeological or endangered species surveys;
J. Wetland delineations;
K. Watermain design and/or plans;
L. IEPA Water Quality permit;
M. Sanitary Sewer Televising;
N. Utility relocation design/review;
O. Lighting design services; and
P. Construction Observation and/or Construction Layout Services.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under a separate agreement or an amendment to this AGREEMENT, if desired.

5.0 Services by Others

Geotechnical Engineering Services: COMPANY will contract with a subcontractor as part of our project team to provide geotechnical engineering services inclusive of pavement cores, laboratory testing, and summary report.

The Geotechnical subcontractor, *SEECO Consultants*, will obtain four (4) pavement cores through the base course to a depth of up to 24". The pavement at each location will be cored using a conventional coring machine equipped with a 4-inch diameter diamond cutting barrel. A dynamic cone penetrometer (DCP) test will be performed to a depth of 18" below the bottom of the existing pavement and subbase sections. Then, the aggregate base course (if encountered) and subgrade will be investigated directly using a hand auger and hand tools as required. Representative samples of the subgrade will be collected for testing. The thickness of each soil layer will be measured directly and recorded in the field. The resulting subgrade soil samples will be returned to the sub-consultant's laboratory for further testing and analysis. Visual Classification and Unconfined Compressive Strength utilizing a calibrated penetrometer will be performed on all applicable samples.

Based on preliminary due diligence indications, some locations are or are adjacent to PIPs, so representative soil samples will be collected and field screened for the presence of volatile organic vapors utilizing a photoionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons and deleterious materials. Samples collected and screened that display an elevated PID reading or are at locations adjacent to a PIP may be chemically analyzed by an Environmental Laboratory for the following parameters: pH, VOCs, SVOCs and Total 8 RCRA Metals. If chemical analysis results indicate no contamination above MAC objectives, then the soils tested will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form. If test results indicate that the soils are contaminated above said objectives, COMPANY's sub-consultant will consult with CLIENT regarding alternate means of disposal. One (1) sample is proposed to be tested for these parameters. One (1) LPC 663 form will be prepared for the roadway.

6.0 Client Responsibilities

CLIENT shall provide available data/information as follows:

A. Available ROW data.
B. Field locations, existing and preferred construction materials, and available mapping for CLIENT utilities.
C. Provide reviews and related comments regarding project document submittals.

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: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) 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 CLIENT, and without liability whatsoever to 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

CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of $ 99,943.41.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
Design Services				
Topographic Survey	60	$ 9,440.00	$ 243.00	
Project Design and Bid/Construction Document Preparation	311	$ 60,632.00	$ 38.61	
Permitting	36	$ 6,504.00		
Letting and Bidding Services	14	$ 2,800.00	$ 39.15	
Project Admin. & related Meetings	64	$ 14,824.00	$ 182.65	
Services By Others: Geotechnical Engineering Services				$ 5,240.00
Sub-Total Design	485	$ 94,200.00	$ 503.41	$5,240.00
	Design Total:		**$ 99,943.41**	

(1) Direct Costs: Includes Postage, Mileage for Meetings/Field Visits, and Plotting Costs

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 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 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.

T. Scott Creech, PE

Approved by: _____

Printed/Typed Name: Anthony P. Simmons, P.E.

Title: Regional Director - Transportation Date: 03/18/2026

VILLAGE OF WESTERN SPRINGS

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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clb

Exhibit A (Manhour and Fee Estimate)

Grand Ave. Resurfacing; new Storm Sewer (limited to north 200 feet), Sanitary Rehabilitation w/ limited point repair.
Village of Western Springs, IL
HR Green Project Number: 2503322

DATE: 03/18/26

Task	SHEETS	Simmons	Creech	Wedwick	Guzman	Hortega	Dobrosavljevic	Copher	Miller	McCurley	Total	Direct Costs	Total Fee
		Regional Director	Senior PM	PE II	SE II	Constr Tech IV	Group Leader	Project Surveyor II	Design Tech III	PC Analyst I			
2.1 Topographic Survey		**0**	**0**	**0**	**0**	**0**	**8**	**52**	**0**	**0**	**60**	$ 243.00	
											0		$ -
Topographic Survey (1,687 centerline ft.)							8	52			60		$ 9,440.00
											0		$ -
											0		$ -
											0		$ -
											0		$ -
2.2 Project Design and Bid/Construction Document Preparation		**4**	**54**	**68**	**87**	**6**	**0**	**0**	**92**	**0**	**311**	$ 38.61	
JULIE Design Stage Ticket				2	2						4		$ 740.00
Pavement Design			2	2							4		$ 1,000.00
Field Review (1 @ 4 hours, 2 persons)			4	4							8		$ 2,000.00
Cover Sheet / Index of Sheets - 4 hrs/sheet	1			1	1				2		4		$ 662.00
General Notes / List of Highway Standards - 4 hrs/sheet	1				2				2		4		$ 636.00
Summary of Quantities - 10 hr/sheet	2		4	4	4				8		20		$ 3,856.00
Typical Sections / HMA Mix Table - 8 hrs/sheet	2		2	4					10		16		$ 2,856.00
Schedule of Quantities - 12 hrs/sheet*	1		2	2	4				4		12		$ 2,272.00
Pavement & Pavement Marking Schedules of Quantities - 12 hrs/sheet*	2		4	4	8				8		24		$ 4,544.00
Storm Sewer & San. Sewer Rehab Schedules - 12 hrs/sheet *	1		2	2	4				4		12		$ 2,272.00
Inlet Spacing Calculation for set of additional inlets north block	0			2	2						4		$ 740.00
Traffic Control & Maintenance Plans (1"=30', dual pane) - 16 hrs/sheet	2		2	4	10				16		32		$ 5,452.00
Detour Plan Sheet (1"=100') - 8 hrs/sht	1			2	2				4		8		$ 1,324.00
Resurfacing & Striping Plans (1" = 30', dual pane) - 12 hrs/sheet	2		2	6	2				12		22		$ 3,888.00
Sanitary Sewer Rehabilitation & Storm Sewer Plans (1"=30', dual pane) -12 hrs/sheet	2		2	2	12				8		24		$ 4,232.00
Sanitary Sewer TV Video Review	0		1	1	2						4		$ 844.00
Sanitary and Storm Sewer Details - 2 hrs/sheet	2				2				2		4		$ 636.00
Erosion Control and Restoration Plans (included on San. Sewer & Storm Sewer Plans)	0		1	2	8				8		19		$ 3,242.00
Alley Intersection Elevation Plan (includes ADA Ramps Detail) - 18 hrs/sheet	1		2	4	8				2		16		$ 3,064.00
IDOT District 1 & Miscellaneous Details - 1 hr/sheet	2								2		2		$ 292.00
											0		$ -
Supplemental Specs and Recurring SPs				2							2		$ 396.00
Project Specific SPs			4	4	8						16		$ 3,376.00
BLR SPs			2	2							4		$ 1,000.00
BDE SPs			2	2							4		$ 1,000.00
Develop Preliminary, Pre-Final, & Final Estimate of Opinion of Probable Construction Costs			4	6	6						16		$ 3,428.00
Prepare Pre-Final and Final Estimates of Time			2	4							6		$ 1,396.00
											0		$ -
QA/QC (90%)		2	4								6		$ 1,864.00
QA/QC (100%)		2	4								6		$ 1,864.00
Constructability Review						6					6		$ 1,152.00
Geotechnical Investigations (Pavement Cores & Subgrade Analysis)			2								2	*$ 5,240.00*	$ 604.00
	22												
2.3 Permitting		**0**	**2**	**8**	**20**	**0**	**0**	**0**	**6**	**0**	**36**	$ -	
MWRDGC Permitting Services for Sanitary Sewer Rehabilitation			1	4	12				4		21		$ 3,742.00
IEPA NPDES (NOI) permitting services, Includes related IHPA consultation			1	4	8				2		15		$ 2,762.00
											0		$ -
											0		$ -
2.4 Letting and Bidding Services		**0**	**5**	**2**	**2**	**0**	**0**	**0**	**0**	**5**	**14**	$ 39.15	
Advertisement, Bidder Document Distribution, and Coordination			1							2	3		$ 522.00
Bidder Questions and Addendum (1 Addm. assumed)			1	2	2						5		$ 1,042.00
Project Bid Opening at CLIENT(1 @ 2 hour, 1 persons)			2								2		$ 604.00
Bid Evaluation, Tabulation Summary, and Letter of Recommendation			1							3	4		$ 632.00
											0		$ -
2.5 Project Administration and related Meetings		**2**	**31**	**10**	**6**	**0**	**0**	**0**	**4**	**11**	**64**	$ 182.65	
Phase I Kickoff Meeting, Virtual with CLIENT(1 @ 1 hour, 2 persons)			1	1							2		$ 500.00
Progress Meetings: one (1) at CLIENT & two (2) virtual @ 2 & 1 hrs, respectively - 2 persons)			4	4							8		$ 2,000.00
MWRD Pre-Application Mtg (1 @ 1 hour, 2 persons)			1	1							2		$ 500.00
Meeting Preparation, Minutes (5 meetings @ 2 hours each)			4	4						2	10		$ 2,220.00
General Coordination (10 months @ 1 hour per month)		2	8								10		$ 3,072.00
Utility Coordination			2		6				4		12		$ 2,220.00
Document Management (10 months @ 0.5 hours per month)			3							2	5		$ 1,126.00
Budget, Cost Control and Tracking (10 months @ 0.5 hours per month)			3							2	5		$ 1,126.00
Monthly Progress Reports, Invoicing and Billing (10 months @ 1 hour per month)			5							5	10		$ 2,060.00
Total		**6**	**92**	**88**	**115**	**6**	**8**	**52**	**102**	**16**	**485**	**$ 5,743.41**	**$ 94,200.00**
												Grand Total	**$ 99,943.41**

EXHIBIT B (DIRECT COSTS)

Grand Ave. Resurfacing; new Storm Sewer (limited to north 200 feet), Sanitary Rehabilitation w/ limited point repair.
Village of Western Springs, IL
HR Green Project Number: 2503322

DATE: 03/18/26

2.1 Topographic Survey

Survey Mileage Rate: $0.900

Destination	Mileage Round-Trip	Number of Trips
HRG (NL Office) to Project Site	54	5

Mileage: $243.00

Subtotal: $243.00

2.2 Project Design and Bid/Construction Document Preparation

Printing Costs (bond) = $0.45 per square foot (sq. ft.)
Reduced Sheets (11"x17") = 1.3 sq. ft.
Full-Size Sheets (22"x34") = 5.2 sq. ft.
Full-Size Mylar Sheets = $7.50 each

Total Number of Sheets = **22**

Pre-Final Submittal

	CLIENT	(Open)	(Open)	Utilities	Total
Reduced Plan Sets	3			0	3

Subtotal: $38.61

Final Submittal

	CLIENT	(Open)	(Open)	Utilities	Total
Reduced Plan Sets	3				3

Subtotal: $38.61

Geotechnical Sub (SEECO): $5,240.00

Subtotal: $5,317.22

2.3 Permitting

Subtotal: $0.00 (Electronic Submittals)

Subtotal: $0.00

2.4 Letting and Bidding Services

Mileage Rate: $0.725

Destination	Mileage Round-Trip	Number of Trips
HRG (New Lenox) to Client	54	1
HRG (Aurora Office) to Client	60	0

Mileage: $39.15

Subtotal: $39.15

EXHIBIT B (DIRECT COSTS)

Grand Ave. Resurfacing; new Storm Sewer (limited to north 200 feet), Sanitary Rehabilitation w/ limited point repair.
Village of Western Springs, IL
HR Green Project Number: 2503322

2.5 Project Administration and related Meetings

Mileage Rate:	$0.725		
Destination		Mileage Round-Trip	Number of Trips
HRG (New Lenox Office) to Client		54	1
HRG (Aurora) to CLIENT		60	1
Mileage:	$82.65		
Postage Allowance		$ 100.00	
Subtotal:	**$182.65**		

TOTAL:	**$5,782.02**

Exhibit "1"

Rider to Professional Services Agreement
Between The Village Of Western Springs and HR Green, Inc.
for Design Engineering Services For the Grand Avenue Resurfacing Project

(attached)

Rider to Professional Services Agreement
Between The Village Of Western Springs and HR Green, Inc.
for Design Engineering Services For the Grand Avenue Resurfacing 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 resumptions of the Services upon expiration of the Suspension of Services Order.

7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

    a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
    b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
    c. If ENGINEER makes a general assignment for the benefit of creditors.

d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.

9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.

10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.

11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person

designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.

16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE’s express authorization would be harmful and damaging to the VILLAGE's interests:

    a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
    b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
    c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
    d. Financial information and police records.

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

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.

19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.

20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

    a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
    b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq*.).

21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.

23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

    a. If to the VILLAGE:

Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager

b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

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

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
   a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
   b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
   c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
   d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq*.).
   e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
      (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an

unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.

(b) Specifying the actions that will be taken against employees for violations of such prohibition.

(c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(2) Establishing a drug-free awareness program to inform employees about:
   (a) the dangers of drug abuse in the workplace;
   (b) the ENGINEER's policy of maintaining a drug-free workplace;
   (c) any available drug counseling, rehabilitation, and employee assistance program; and
   (d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

(4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.

(5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003,

along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.

m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).

n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.

o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.

p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.

2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:

(1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq*. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq*. Each Party and its officers,

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

(2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 III. 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: August, 2026

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 10, 2026

AGENDA ITEM 11.C.

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: No Cost Change Order No. 1 to Extend Contract Completion Date for the Water Meter Replacement Project (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on August 4, 2026, and recommended the approval of a no-cost Change Order No. 1 to the 2026 Water Meter Replacement Project and extend the contract completion date to December 31, 2026.

Summary

On March 23, 2026, the Village Board approved a contract with Water Services Co., for the replacement of 110 meters that have reached the end of their useful service life for an amount not to exceed $25,000. Staff has needed additional time to reconcile residential account information (i.e. addresses, contact information, etc.), which caused a delay in providing the necessary details to the contractor to schedule and complete the work. Because the water meter replacement requires coordination between the resident and the contractor, staff recommends extending the contract completion date.

The original contract completion date for the project was September 30, 2026. Staff is recommending the extension of the contract until December 31, 2026.

Financial Impact

No financial impact.

Recommended Motion

I move to approve a no-cost Change Order No. 1 to extend the contract completion date to December 31, 2026 for the Water Meter Replacement project.

Strategic Plan Alignment

Infrastructure Improvements
Public Safety and Community Engagement

File Attachments

1. Change Order No 1 - Water Meter Replacement Project Signed
2. Ordinance No. 26-____ re Approving and Authorizing Final No Cost Change Order Extending Contract End Date (BOT Appr. August 10,

CHANGE ORDER NO.:

Owner: **Village of Western Springs**
Engineer: **N/A**
Contractor: **Water Services Co.**
Project: **Water Meter Replacement**
Contract Name: **N/A**
Date Issued: **03/23/2026**

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

Resolution: **26-2988**

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

Description: **Extension of the contract completion date from September 30, 2026 to December 31, 2026**

Attachments:

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $	Original Contract Times: Substantial Completion: **09/30/2026** Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $	Contract Times prior to this Change Order: Substantial Completion: **09/30/2026** Ready for final payment:
[Increase] [Decrease] this Change Order: $	**Increase** this Change Order: Substantial Completion: **12/15/2026** Ready for final payment: **12/31/2026**
Contract Price incorporating this Change Order: $	Contract Times with all approved Change Orders: Substantial Completion: **12/15/2026** Ready for final payment: **12/31/2026**

Recommended by Engineer (if required)	Accepted by Contractor
By:	Vice President
Title:	
Date:	
	Approved by Village Board
By:	
Title:	Village President
Date:	

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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DRAFT 08.10.2026
ORDINANCE NO. 26-????

VOTE:
AYES:_____
NAYS:_____
ABSENT: _____
ABSTAIN:_____
DATE: August 10, 2026

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF NO COST CHANGE ORDER NO. 1 TO THE CONTRACT ENTERED INTO WITH WATER SERVICES CO., OF ELGIN, ILLINOIS FOR THE WATER METER REPLACEMENT PROJECT, EXTENDING THE CONTRACT END DATE FROM SEPTEMBER 30, 2026 TO DECEMBER 31, 2026.

WHEREAS, with the passage of Resolution No. 26-2988 dated March 23, 2026, the President and Board of Trustees of the Village of Western Springs (the "Village") approved a contract with Water Services Company of Elgin, Illinois (the "Contractor") for the replacement of aged water meters by using Village Water funds not to exceed $25,000 (the "Project"); and

WHEREAS, internal delay in reconciling residential account information caused an unanticipated delay in the completion date of the Project; and

WHEREAS, whenever a Public Works contract is extended, a change order must be approved by the Corporate Authorities of the Village. To complete this Project, the Corporate Authorities of the Village are required to approve a change order to extend the contract end date for this Project and to finalize the Project ("Change Order No. 1"). A copy of Change Order No. 1 is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, at an open, public meeting held on August 4, 2026, the Public Works and Water Committee (the "Committee") reviewed the terms of attached Change Order No. 1, received input from Village staff, and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve Change Order No. 1; and

WHEREAS, at an open, public meeting held on August 10, 2026, the Village Board reviewed the terms of the attached Change Order No. 1 and the Committee's recommendation, received input from the Village staff and provided an opportunity for input from the public on the matter, and then, at its August 10, 2026 meeting, the Village Board accepted the Committee's recommendation to approve Change Order No. 1; and

WHEREAS, based on the recommendations of Village staff, the Corporate Authorities of the Village make the following findings and determinations in accordance with 720 ILCS 5/33E-9 (Criminal Code; Change Order Statute) regarding changes to the Project Contract:

1. Change Order No. 1 (or a series of change orders) **does not** increase the Project Contract Price by Ten Thousand and 00/100 Dollars ($10,000.00) or more.

2. Change Order No. 1 **does** increase the Project Completion Date by thirty (30) days or more.

3. Change Order No. 1 (or a series of change orders): (a) is made necessary by circumstances not foreseeable at the time the Project Contract was signed; (b) is germane to the Project Contract as originally signed; and (c) is in the best interests of the Village.

In addition, the Corporate Authorities of the Village make the following finding and determination pursuant to Section 5 of the Public Works Contract Change Order Act (50 ILCS 525/5): the amount of Change Order No. 1 (or a series of change orders) does not increase the original Project Contract Price by 50% or more, and thus the Village is not obligated to re-bid the additional work proposed under Change Order No. 1.

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

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

Section 2: Approval and Execution of Change Order No. 1. The Corporate Authorities of the Village of Western Springs authorize the approval and execution of the attached Change Order No. 1 (**Exhibit "A"**) to extend the Contract from September 30, 2026 to December 31, 2026 and direct the Village President and Village Clerk, or their designees, to execute Change Order No. 1 and any other necessary documents to implement Change Order No. 1.

Section 3: Approval and Authorization of Financial Expenditures and Other Documents. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of Village Capital funds or funds from other legal Village sources to pay the Contractor to complete the Project in accordance with Change Order No. 1, and also authorize and direct the Village Manager, the Director of Municipal Services and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under Change Order No. 1. The Corporate Authorities of the Village authorize and direct the Village President, the Village Clerk, the Village Treasurer and the Director of Municipal Services, or their designees, to execute, process and deliver such instruments necessary to comply with the authorization and direction set forth in this Ordinance.

Section 4: Delivery of Signed Documents. After approval and execution of this Ordinance and Change Order No. 1 by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Ordinance and executed versions of the attached Change Order No. 1 to the Clerk's office and Contractor for record retention purposes.

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

ADOPTED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 10th day of August, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

_____
Heidi Rudolph, Village President

ATTEST:

_____
Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the ___ day of August, 2026.

_____
Edward Tymick, Village Clerk

Exhibit "A"

Change Order No. 1 to Contract by and between
the Village of Western Springs and Water Services Co. of Elgin, Illinois
for the Water Meter Replacement Project

(attached)

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF NO COST CHANGE ORDER NO. 1 TO THE CONTRACT ENTERED INTO WITH WATER SERVICES CO., OF ELGIN, ILLINOIS FOR THE WATER METER REPLACEMENT PROJECT, EXTENDING THE CONTRACT END DATE FROM SEPTEMBER 30, 2026 TO DECEMBER 31, 2026.

which was adopted by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 10th day of August, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 10th day of August, 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 ___ day of August, 2026.

_____
Edward Tymick, Village Clerk

SEAL

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 10, 2026

AGENDA ITEM 11.D.

To: Board of Trustees
From: Inga Cebelis, Staff Engineer, Jeff Koza, Director of Engineering Services
CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services
RE: Agreement with M&J Asphalt Paving Company, Inc. for the 2026 MFT Asphalt Street Patching & Public Works Yard Pavement Resurfacing Project (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on August 4, 2026 and recommended the approval of a contract with lowest cost, qualified, and responsive bidder M&J Asphalt Paving Company, Inc. for the 2026 MFT Asphalt Street Patching & Public Works Yard Pavement Resurfacing Project for a total not to exceed $292,598.52.

Summary

Included in the 2026 Budget were two asphalt pavement rehabilitation projects funded with Village Motor Fuel Tax funds: the resurfacing of the asphalt areas within the Public Works Yard and the annual Village-Wide Asphalt Patching Program. To obtain more competitive unit pricing, the Village combined both efforts into a single contract. The consolidated approach is intended to improve cost efficiency for these MFT-funded improvements.

Bid Schedule Change

The project was advertised for bidders in the Chicago Sun-Times, Village Website, and the IDOT Contractors' Bulletin on July 23, 2026. It was advertised a second time in the IDOT Contractors' Bulletin on July 30, 2026. Bids were originally expected to be opened in July. However, the required IDOT review of plans and specifications took longer than anticipated, delaying the bid opening to August 6th at 10am.

On August 6, the Village received a total of four (4) bids; a copy of IDOT Form BLR-12315 is attached, which includes the bid tab. The lowest cost, responsive bidder was M&J Asphalt Paving Company, Inc. The Village has experience working with M&J on similar projects and Staff believes they are capable of completing the project work. Staff consulted with IDOT District 1 Bureau of Local Roads and Streets and the Village is required to adhere the Bureau's Letting and Contract Award requirements for MFT and State Funds for this approval. The approval will allow for the timely submittal of any complaint, adhering to the required eight calendar days to pass before awarding the contract through execution and a notice to proceed on or after August 14.

Financial Impact

Village Wide Asphalt Pavement Patching
Account 4102370-53040
Fund Pavement Patching
2026 Budget $150,000

Public Works Yard Resurfacing
Account 4102370-60011
Fund MFT Construction
2026 Budget $200,000

Total Budget Combined $350,000.00
Project Contract Amount $292,598.52

Recommended Motion

I move to approve a contract with lowest cost, qualified, and responsive bidder M&J Asphalt Paving Company, Inc for the 2026 MFT Asphalt Street Patching & Public Works Yard Pavement Resurfacing Project for a total not to exceed $292,598.52 to be executed on or after August 14, 2026 contingent upon successful completion of the eight day complaint period requirements.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. M&J Asphalt Bid Proposal
2. BLR Form 12315 - Bid Tabulation
3. Resolution No. 26-____ re Approval of Low Qualified Responsive Bid and Execution of Construction Contract with M&J Asphalt Pavin

ADDENDUM #1
Village of Western Springs
2026 MFT Pavement Patching and Public Works Yard Resurfacing Project
Date: July 23, 2026

Bidders shall note and acknowledge the following modifications and clarifications to the contract bid documents:

Modifications:

1.The current special provision titled PROJECT SCHEDULE AND COMPLETION DATE (INCLUDING REMOVAL) shall be removed and replaced. Below is the revised special provision.

PROJECT SCHEDULE AND COMPLETION DATE (INCLUDING REMOVAL)

All street patching and curb and gutter replacement work shall be completed within fourteen (14) calendar days from the start of work and no later than **September 25, 2026.** The curb and gutter shall be removed and replaced prior to street patching work. The new curb and gutter shall be allowed to cure for the full required curing period before placement of the asphalt street patch.

All removal and resurfacing work within the Public Works Yard shall also be completed within seven (7) calendar days from the start of work and no later than **October 23, 2026** asa separate operation. Failure to complete the required work within the specified seven (7) calendar days, or by the contractual completion date, will result in liquidated damages assessed at a rate of $750.00 per day.

Please scan and email the following acknowledgement form to icebelis@wsprings.com**. A signed copy of Addendum #1 shall be included in the bid. Failure to properly acknowledge this addendum may result in disqualification of the associated bid.**

ADDENDUM #1
Village of Western Springs
2026 MFT Pavement Patching and Public Works Yard Resurfacing Project
Date: July 23, 2026

I acknowledge the receipt of Addendum #1 for the above referenced project:

Signed: Michael Denard

M & J Asphalt Paving Company, Inc.
Name of Company

Illinois Department of Transportation

Local Public Agency
Formal Contract Proposal

COVER SHEET

Proposal Submitted By:

Contractor's Name: M & J Asphalt Paving Company, Inc.

Contractor's Address	City	State	Zip Code
3124 S. 60th Court	Cicero	IL	60804

STATE OF ILLINOIS

Local Public Agency	County	Section Number
Village of Western Springs		26-00000-01-GM

Route(s) (Street/Road Name)	Type of Funds
Various, Public Works Yard	MFT

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date: 07/15/2026

Official Title: Jeff Koza, PE, CFM, Director of Engineering Services/Village Engineer

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date: Jose Rios / MK 7/15/2026

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

LICENSED PROFESSIONAL ENGINEER
JEFFEREY A. KOZA
062-062184
OF ILLINOIS

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	26-00000-01-GM	Various, Public Works Yard

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Western Springs Village Clerk (Name of Office)

740 Hillgrove Avenue, Western Springs, IL 60558 (Address) until 10:00 AM (Time) on 08/06/26 (Date).

Sealed proposals will be opened and read publicly at the office of Western Springs Village Clerk (Name of Office)

740 Hillgrove Avenue, Western Springs, IL 60558 (Address) at 10:00 AM (Time) on 08/06/26 (Date).

DESCRIPTION OF WORK

Location	Project Length
Various streets within the Village, Public Works Yard area	4,375 ft / 0.8 mi

Proposed Improvement

HMA surface pavement patching on various streets within the Village, along with limited curb and gutter replacements at selected street patch locations.
HMA surface removal and replacement with new HMA surface and binder course in Public Works Yard Area.

1. Plans and proposal forms will be available in the office of

Electronically at QUESTCDN #10225039 for non-refundable $22 fee.

2. [X] Prequalification

   If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
   a. Local Public Agency Formal Contract Proposal (BLR 12200)
   b. Schedule of Prices (BLR 12201)
   c. Proposal Bid Bond (BLR 12230) (if applicable)
   d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
   e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	26-00000-01-GM	Various, Public Works Yard

PROPOSAL

1. Proposal M & J Asphalt Paving Company, Inc.
Contractor's Name
3124 S. 60th Court Cicero, Illinois 60804 .
Contractor's Address

2. The plans for the proposed work are those prepared by Village of Western Springs Department of Engineering Services and approved by the Department of Transportation on _____.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within _____ working days or by 09/25/26 unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Village Treasurer of Western Springs .
The amount of the check is 5% of the bid amount (5% Bid Bond).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 26-00000-01-GM .

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	26-00000-01-GM	Various, Public Works Yard

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

   A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

   A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	26-00000-01-GM	Various, Public Works Yard

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City | State | Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City | State | Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name: M & J Asphalt Paving Company, Inc.

Signature & Date: August 6, 2026

Title: President

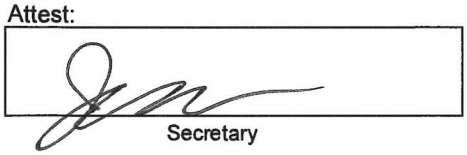
Business Address: 3124 S. 60th Court

City: Cicero | State: IL | Zip Code: 60804

Insert Names of Officers

President: Nick Distasio

Attest:



Secretary

Secretary

James V. Distasio, Jr.

Treasurer

MaryAnn Distasio

Illinois Department of Transportation

Schedule of Prices

Contractor's Name			
M & J Asphalt Paving Company, Inc.			
Contractor's Address	**City**	**State**	**Zip Code**
3124 S. 60th Court	Cicero	IL	60804
Local Public Agency	**County**	**Section Number**	
Village of Western Springs	Cook	26-00000-01-GM	
Route(s) (Street/Road Name)			
Various, Public Works Yard			

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	2" Class D Patches (special)	SQ YD	3,569	28.00	99,932.00
2	8" Class D Patches (special)	SQ YD	465	81.00	37,665.00
3	Inlet Filters	EACH	5	189.00	945.00
4	Bituminous Materials (Tack coat)	POUND	4,752	0.01	47.52
5	HMA Surface Removal, 2"	SQ YD	6,600	3.60	23,760.00
6	Poly HMA Binder Course, IL-4.75, N50	TON	278	128.00	35,584.00
7	HMA Surface Course, Mix "D", IL-9.5, N50	TON	555	95.00	52,725.00
8	Concrete Curb and Gutter Removal and Replacement (special)	FOOT	466	90.00	41,940.00
				Bidder's Total Proposal	$292,598.52

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Illinois Department of Transportation

Various Street Patching & Public Works Yard

Local Public Agency Proposal Bid Bond

Local Public Agency	County	Section Number
Village of Western Springs	Cook	26-00000-01-GM

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

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 6th (Day) of August, 2026 (Month and Year)

Principal

Company Name	Company Name
M & J Asphalt Paving Company, Inc.	
Signature & Date	Signature & Date
By: 8/6/2026	By:
Title	Title
President	

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

Surety

Name of Surety	Signature of Attorney-in-Fact Signature & Date
Atlantic Specialty Insurance Company	By: 8/6/2026
	James Moore

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

STATE OF IL

COUNTY OF DuPage

I Jacqueline M DeRidder, a Notary Public in and for said county do hereby certify that Nick Distasio & James Moore

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

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

Given under my hand and notarial seal this 6th (Day) day of August, 2026 (Month and Year).

(SEAL, if required by the LPA)

OFFICIAL SEAL
JACQUELINE M DERIDDER
Notary Public, State of Illinois
Commission No. 1020046
My Commission Expires
October 29, 2029

Notary Public Signature & Date 8/6/2026

Date commission expires 10/29/2029

Local Public Agency	County	Section Number
Village of Western Springs	Cook	26-00000-01-GM

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

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

Electronic Bid Bond ID Code

Company/Bidder Name

Signature & Date

Title

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amy Wickett, James Moore, Jennifer J. Mc Comb, Juli Willmott, Kelly A. Gardner, Martin Moss, Melissa A. Schmidt, Seth W. Doup, Teresa Arline Godsey**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2026, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

THE GREAT SEAL OF THE STATE OF MINNESOTA
ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 6th day of August, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Nicole L. Pelletier, Assistant Secretary

Please direct bond verifications to surety@intactinsurance.com

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 8/4/2026

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE

	1	2	3	4	5	Accumulated Totals
Contract Number		26-00107-00-RS	NE Project 26035		26-00000-01-GM	
Contract With	City of Darien	Villa Park	Oswego Township	Lisle Township	Homer Glen	
Estimated Completion Date	Spring 2027	10/1/2026	10/1/2026	10/1/2026	8/20/2026	
Total Contract Price	34,900.00	443,939.00	834,759.00	569,815.31	1,315,878.95	
Uncompleted Dollar Value if Firm is the Prime Contractor	23,208.00	443,939.00	834,759.00	569,815.31	176,350.95	2,048,072.26
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
					Total Value of All Work	2,048,072.26

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork		36,730.00	94,250.00		0.00	130,980.00
Portland Cement Concrete Paving		14,450.00	124,950.00		0.00	139,400.00
HMA Plant Mix						
HMA Paving	23,208.00	114,650.00	154,010.00	466,476.00	150,000.00	908,344.00
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces		13,150.00	13,800.00		4,620.00	31,570.00
Highway,R.R. and Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction		140,000.00	280,200.00		0.00	420,200.00
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling		22,500.00	16,050.00	102,963.30	0.00	141,513.30
Demolition						
Pavement Markings (Paint)						
Other Construction (List)		2,890.00	1,750.00	65.00	4,200.00	8,905.00
Prime Coat		27.00	74.00	311.01	380.95	792.96
Traffic Control		21,921.00	22,050.00		4,950.00	48,921.00
Totals	23,208.00	366,318.00	707,134.00	569,815.31	164,150.95	1,830,626.26

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

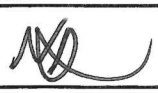
	1	2	3	4	5
Subcontractor		Galaxy	Galaxy Underground		Galaxy
Type of Work		Sewer	Sewer Adjusment		Sewer
Subcontract Price		37,476.00	57,200.00		37,025.00
Amount Uncompleted		37,476.00	57,200.00		12,200.00
Subcontractor					
Type of Work		Layout	Pavement Marking		Thermoplastic
Subcontract Price		5,000.00	4,600.00		5,400.00
Amount Uncompleted		5,000.00	4,600.00		0.00
Subcontractor		Road Fabrics			
Type of Work		JLS	Landscape		
Subcontract Price		10,875.00	65,825.00		
Amount Uncompleted		10,875.00	65,825.00		
Subcontractor					
Type of Work		Landscape			
Subcontract Price		21,000.00			
Amount Uncompleted		21,000.00			
Subcontractor					
Type of Work		Thermoplastic			
Subcontract Price		3,270.00			
Amount Uncompleted		3,270.00			
Total Uncompleted	0.00	77,621.00	127,625.00	0.00	12,200.00

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director: Nick Distasio

Title: President

Signature: 

Date: August 04, 2026

Compmany: M & J Asphalt Paving Company, Inc.

Address: 3124 S. 60th Court

City: Cicero | State: Illinois | Zip Code: 60804

Subscribed and sworn to before me

this 4th day of August , 2026

(Signature of Notary Public)

My commission expires: January 18, 2028

OFFICIAL SEAL
MICHAEL S DENAULT
Notary Public, State of Illinois
Commission No. 985694
My Commission Expires January 18, 2028

(Notary Seal)

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 8/4/2026

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE

	4	5	6	7	8	Accumulated Totals
Contract Number	25-00092-00-RS	Project No. 26-09				
Contract With	Village of Woodridge	Elmhurst	Village of Lagrange			
Estimated Completion Date	10/15/2026	8/17/2026	8/30/2026			
Total Contract Price	2,599,555.50	335,500.00	97,800.00			
Uncompleted Dollar Value if Firm is the Prime Contractor	2,599,555.50	208,235.00	97,800.00			4,953,662.76
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
					Total Value of All Work	4,953,662.76

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	83,921.50	42,750.00				257,651.50
Portland Cement Concrete Paving	18,000.00	74,450.00	97,800.00			329,650.00
HMA Plant Mix						
HMA Paving	874,675.00					1,783,019.00
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	142,030.00					173,600.00
Highway,R.R. and Waterway Struc.						
Drainage		44,285.00				44,285.00
Electrical						
Cover and Seal Coats						
Concrete Construction	1,049,226.00	35,750.00				1,505,176.00
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling	217,837.00					359,350.30
Demolition						
Pavement Markings (Paint)						
Other Construction (List)	8,280.05	1,250.00				18,435.05
Prime Coat	136.95					929.91
Traffic Control	44,300.00	9,750.00				102,971.00
Totals	2,438,406.50	208,235.00	97,800.00	0.00	0.00	4,575,067.76

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	4	5	6	7	8
Subcontractor	Veterans Vac				
Type of Work	Sewer				
Subcontract Price	138,090.00				
Amount Uncompleted	138,090.00				
Subcontractor	Precision				
Type of Work	Thermoplastic				
Subcontract Price	23,059.00				
Amount Uncompleted	23,059.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	**161,149.00**	**0.00**	**0.00**	**0.00**	**0.00**

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director: Nick Distasio

Title: President

Signature:

Date: August 04, 2026

Compmany: M & J Asphalt Paving Company, Inc.

Address: 3124 S. 60th Court

City: Cicero | State: Illinois | Zip Code: 60804

Subscribed and sworn to before me

this 4th day of August , 2026

(Signature of Notary Public)

My commission expires: January 18, 2028

OFFICIAL SEAL
MICHAEL S DENAULT
Notary Public, State of Illinois
Commission No. 985694
My Commission Expires January 18, 2028

(Notary Seal)

Illinois Department of Transportation

Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Western Springs	Cook	Various, Public Works Yard	26-00000-01-GM

All contractors are required to complete the following certification

☒ For this contract proposal or for all bidding groups in this deliver and install proposal.

☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

M & J Asphalt Paving Co., Inc. will perform the Removals, Concrete and Asphalt Paving. Program Sponsors will be the Local Union. We are members of the following: International Union of Operating Engineers – Local 150, Laborers International Union – District Council of Chicago and Vicinity, Teamsters Union and Cement Mason's - Local 502

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: M & J Asphalt Paving Company, Inc.

Signature & Date: August 6, 2026

Title: President

Address	City	State	Zip Code
3124 S. 60th Court Cicero, Illinois 60804	Cicero	IL	60804

The United States Department of Labor

Bureau of Apprenticeship and Training

Certificate of Registration

Chicagoland Laborers' Training & Apprenticeship Program

For the Trade of Construction Craft Laborer

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

April 12, 1999

Date

ILO17-0602

Registration No.

DOT # 869-463-580

Secretary of Labor

Director, Bureau of Apprenticeship and Training

DOT SYMBOL

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150
Plainfield, Illinois
For the Trade of Operating Engineer
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

November 5, 2002
Date

IL 0087801 73
Registration No.

L. L. Chao
Secretary of Labor

Anthony Swoope
Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training
Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois
For the Trade of Repairer (Heavy)
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 5, 2002
Date

IL012020003

L. Chao
Secretary of Labor

Anthony Swope

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Joint Council No. 25 Training Fund
For the Trade of Construction Driver

Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Labor

June 28, 2005
Date

IL015050004
Registration No.

DEPARTMENT OF LABOR · UNITED STATES OF AMERICA

Secretary of Labor

Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

Bureau of Apprenticeship and Training
Certificate of Registration

CEMENT MASONS' AREA JOINT APPRENTICESHIP & CEMENT MASONS UNION LOC. NO. 502
BELLWOOD, ILLINOIS

FOR THE TRADE OF: CEMENT MASON

Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Labor

REGISTERED: OCTOBER 17, 1945
REVISED: DECEMBER 29, 1988
Date

008-0816
Registration No.

Ann McLaughlin
Secretary of Labor

James D Van Erden
Director, Bureau of Apprenticeship and Training

Illinois Department of Transportation

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Western Springs	Cook	Various, Public Works Yard	26-00000-01-GM

I, Nick Distasio (Name of Affiant) of Cicero (City of Affiant), Illinois (State of Affiant),
being first duly sworn upon oath, state as follows:

1. That I am the President (Officer or Position) of M & J Asphalt Paving Company, Inc. (Bidder)

2. That I have personal knowledge of the facts herein stated.

3. That, if selected under the proposal described above, M & J Asphalt Paving Company, Inc. (Bidder), will maintain a business office in the State of Illinois, which will be located in Cook (County) County, Illinois.

4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.

5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

August 6, 2026

Print Name of Affiant

Nick Distasio

Notary Public

State of IL

County Cook

Signed (or subscribed or attested) before me on August 6, 2026 (date) by

Nick Distasio (name/s of person/s), authorized agent(s) of

M & J Asphalt Paving Company,.Inc. (Bidder)

Notary Public Signature & Date

August 6, 2026

(SEAL)

OFFICIAL SEAL
MICHAEL S DENAULT
Notary Public, State of Illinois
Commission No. 985694
My Commission Expires January 18, 2028

My commission expires January 18, 2028

SEXUAL HARASSMENT CERTIFICATE

M & J Asphalt Paving Company, Inc. hereinafter referred to as "Contractor" having submitted a bid/proposal for the 2026 MFT PAVEMENT PATCHING PROGRAM AND PUBLIC WORKS YARD RESURFACING to the Village of Western Springs, Cook County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

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

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

By: _____
Authorized Agent of Contractor
Nick Distasio, President

Subscribed and sworn to
before me this 6th day of
August,
2026.

Michael Denault
Notary Public

OFFICIAL SEAL
MICHAEL S DENAULT
Notary Public, State of Illinois
Commission No. 985694
My Commission Expires January 18, 2028

Number	Address #	STREET	SUBDIVISION	Approximate Size LxW (ft)		Square Yds	Material Repair Type	Patch Thickness
1	5113	Harvey	Springdale	7	5	3.89	Asphalt	8"
2	5455	Wolf Rd	Springdale	10	6	6.67	Asphalt	8"
3	3976	Western Ave	Old Town North	14	6	9.33	Asphalt	8"
4	5719	Woodland dr	Ridgewood	16	11	19.56	Asphalt	8"
5	4220	Wolf Rd	Old Town North	11	7	8.56	Asphalt	8"
6	4840	Central	Forest Hills	22	8	19.56	Asphalt	8"
7	4700	Central	Forest Hills	18	7	14.00	Asphalt	8"
8	4700	Central	Forest Hills	11	11	13.44	Asphalt	8"
9	217	Dierks	Springdale	14	10	15.56	Asphalt	8"
10	217	Dierks	Springdale	7	3	2.33	Asphalt	8"
11	5705	Crestview	Ridgewood	11	11	13.44	Asphalt	8"
12	5705	Crestview	Ridgewood	11	11	13.44	Asphalt	2"
13	5124	Wolf Rd	Forest Hills	21	7	16.33	Asphalt	8"
14	47th	Fair elms	Forest Hills	11	9	11.00	Asphalt	8"
15	5229	Caroline ave	Springdale	17	11	20.78	Asphalt	8"
16	5234	Harvey	Springdale	45	5	25.00	Asphalt	2"
17	4069	Grand Ave	Old Town North	20	8	17.78	Asphalt	8"
18	5208	Wolf Rd	Forest Hills	13	6	8.67	Asphalt	8"
19	1140	Hillgrove Ave	Old Town North	17	13	24.56	Asphalt	8"
20	1140	Hillgrove Ave	Old Town North	20	11	24.44	Asphalt	8"
21	1426	Willow	Old Town North	15	10	16.67	Asphalt	8"
22	4384	Hampton Ave	Old Town North	16	8	14.22	Asphalt	8"
23	4120	Ellington Ave	Old Town North	15	8	13.33	Asphalt	8"
24	4201	Ellington Ave	Field Park	13	5	7.22	Asphalt	8"
25	4125	Franklin Ave	Field Park	37	4	16.44	Asphalt	2"
26	4119	Franklin Ave	Field Park	23	4	10.22	Asphalt	2"

Number	Address #	STREET	SUBDIVISION	Approximate Size LxW (ft)		Square Yds	Material Repair Type	Patch Thickness
27	4131	Franklin Ave	Field Park	30	4	13.33	Asphalt	2"
28	3828	Lawn Ave	Old Town North	34	5	18.89	Asphalt	2"
29	4321	Grand Ave	Old Town North	48	12	64.00	Asphalt	2"
30	4318	Grand Ave	Old Town North	62	13	89.56	Asphalt	2"
31	4326	Grand Ave	Old Town North	27	13	39.00	Asphalt	2"
32	1408	Oak St	Old Town North	12	6	8.00	Asphalt	2"
33	4241	Garden Ave	Old Town North	38	19	80.22	Asphalt	2"
34	1439	Willow Ave	Old Town North	19	7	14.78	Asphalt	2"
35	4115	Grand Ave	Old Town North	87	5	48.33	Asphalt	2"
36	4115	Grand Ave	Old Town North	17	13	24.56	Asphalt	2"
37	4110	Grand Ave	Old Town North	17	14	26.44	Asphalt	2"
38	4110	Grand Ave	Old Town North	57	7	44.33	Asphalt	2"
39	4700	Woodland ave	Forest Hills	12	10	13.33	Asphalt	8"
40	1312	Chestnut St	Old Town North	36	13	52.00	Asphalt	2"
41	4216	Central Ave	Old Town North	37	8	32.89	Asphalt	2"
42	4744	Howard Ave	Ridge acres	79	5	43.89	Asphalt	2"
43	4744	Howard Ave	Ridge acres	36	24	96.00	Asphalt	2"
44	5238	Lawn Ave	Forest Hills	27	9	27.00	Asphalt	2"
45	4844	Lawn Ave	Forest Hills	10	9	10.00	Asphalt	8"
46	4714	Lawn Ave	Forest Hills	27	6	18.00	Asphalt	8"
47	4700	Lawn Ave	Forest Hills	10	9	10.00	Asphalt	8"
48	6	47th st	Ridge acres	15	6	10.00	Asphalt	8"
49	6	47th st	Ridge acres	15	11	18.33	Asphalt	8"
50	919	Lawn Cir	Ridgewood	51	15	85.00	Asphalt	2"
51	1035	Linden Cir	Ridgewood	15	11	18.33	Asphalt	8"
52	5108	Clausen	Springdale	16	16	28.44	Asphalt	8"
53	5220	Lawn Ave	Forest Hills	44	24	117.33	Asphalt	2"

Number	Address #	STREET	SUBDIVISION	Approximate Size LxW (ft)		Square Yds	Material Repair Type	Patch Thickness
54	4828	Fair elms	Forest Hills	60	27	180.00	Asphalt	2"
58	4801	Fair elms	Forest Hills	88	13	127.11	Asphalt	2"
60	4825	Central Ave	Forest Hills	47	14	73.11	Asphalt	2"
61	4825	Central Ave	Forest Hills	23	5	12.78	Asphalt	2"
62	5345	Woodland Ave	Forest Hills	16	6	10.67	Asphalt	2"
63	5345	Woodland Ave	Forest Hills	52	5	28.89	Asphalt	2"
64	5414	Grand Ave	Forest Hills	10	8	8.89	Asphalt	8"
65	5107	Harvey Ave	Springdale	44	9	44.00	Asphalt	2"
66	607	Rugeley Rd	Springdale	209	5	116.11	Asphalt	2"
67	607	Rugeley Rd	Springdale	16	9	16.00	Asphalt	2"
68	617	Courtland Cir	Springdale	156	5	86.67	Asphalt	2"
69	5333	Caroline Ave	Springdale	18	4	8.00	Asphalt	2"
70	5409	Johnson Ave	Springdale	57	5	31.67	Asphalt	2"
71	5404	Johnson Ave	Springdale	44	4	19.56	Asphalt	2"
72	5240	Clausen Ave	Springdale	28	26	80.89	Asphalt	2"
73	5240	Clausen Ave	Springdale	70	13	101.11	Asphalt	2"
74	210	53rd St	Springdale	29	14	45.11	Asphalt	2"
75	201	53rd St	Springdale	54	5	30.00	Asphalt	2"
76	5205	Harvey Ave	Springdale	33	10	36.67	Asphalt	2"
77	5703	Lawn Dr	Ridgewood	42	13	60.67	Asphalt	2"
78	5732	Lawn Dr	Risgewood	61	13	88.11	Asphalt	2"
79	5804	Lawn Dr	Ridgewood	86	13	124.22	Asphalt	2"
80	1035	Linden Cir	Ridgewood	20	12	26.67	Asphalt	2"
81	4220	Grove Ave	Old Town North	28	9	28.00	Asphalt	8"
82	5527	Grand Ave	Ridgewood	45	15	75.00	Asphalt	2"
83	1133	Birch Ln	Ridgewood	80	15	133.33	Asphalt	2"
84	1130	Birch Ln	Ridgewood	34	18	68.00	Asphalt	2"

Number	Address #	STREET	SUBDIVISION	Approximate Size LxW (ft)		Square Yds	Material Repair Type	Patch Thickness
85	1123	Birch Ln	Ridgewood	30	12	40.00	Asphalt	2"
86	5611	Woodland Dr	Ridgewood	28	12	37.33	Asphalt	2"
87	1111	Ridge Ln	Ridgewood	94	12	125.33	Asphalt	2"
88	5806	Ridgewood Dr	Ridgewood	69	12	92.00	Asphalt	2"
89	1119	Oak Ln	Ridgewood	30	6	20.00	Asphalt	2"
90	5820	Ridgewood Dr	Ridgewood	62	7	48.22	Asphalt	2"
91	5815	Ridgewood Dr	Ridgewood	30	6	20.00	Asphalt	2"
92	5818	Ridgewood Dr	Ridgewood	64	6	42.67	Asphalt	2"
93	5814	Ridgewood Dr	Ridgewood	51	28	158.67	Asphalt	2"
94	1131	Park Ln	Ridgewood	54	12	72.00	Asphalt	2"
95	1130	Park Ln	Ridgewood	30	6	20.00	Asphalt	2"
96	1127	Park Ln	Ridgewood	105	10	116.67	Asphalt	2"
97	1118	Park Ln	Ridgewood	130	7	101.11	Asphalt	2"
98	1115	Park Ln	Ridgewood	78	4	34.67	Asphalt	2"
99	1111	Park Ln	Ridgewood	56	4	24.89	Asphalt	2"

PUBLIC WORKS YARD
1440 HILLGROVE AVENUE
WESTERN SPRINGS, IL 60558

LEGEND

2" HMA REMOVAL AND REPLACEMENT, 6600 SQ. YDS

NEW HMA SECTION:

1.5" - HMA SURFACE COURSE, MIXTURE "D", IL -9.5, N50,

BITUMINOUS MATERIALS (TACK COAT) (AS NEEDED AND AS DETERMINED BY THE VILLAGE ENGINEER)

3/4" - POLYMERIZED HMA BINDER COURSE, IL 4.75, N 50

BITUMINOUS MATERIALS (TACK COAT)

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TAB 1

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Special Provisions
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TAB 2

Highway Standards

Illinois Department of Transportation

Tabulation of Bids - 5 Bidders

Local Public Agency	County	Section Number	Letting Date
VILLAGE OF WESTERN SPRINGS	Cook	26-00000-01-GM	08/06/26

Approved Engineer's Estimate: $311,714.54

Attended By (IDOT Representative(s)):

Bidder's Name	M&J ASPHALT PAVING COMPANY, INC	SCHROEDER ASPHALT SERVICES, INC	CHICAGOLAND PAVING CONTRACTOR	BROTHERS ASPHALT PAVING, IN	
Bidder's Address	3124 South 60th Ct.	P.O. Box 831	225 Telser Road	315 S. Stewart Ave.	
City, State, Zip	Cicero, IL, 60804	Huntley, IL 60142	Lake Zurich, IL 60047	Addison, IL 60101	
Proposal Guarantee	Bid Bond	Bid Bond	Bid Bond	Bid Bond	
Terms	5%	5%	5%	5%	

							Approved Engineer's Estimate									
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	2" Class D Patches		SQ YD	3569	$29.8600	$106,570.34	$28.0000	$99,932.00	$26.0000	$92,794.00	$33.0000	$117,777.00	$38.8200	$138,548.58		$0.00
	(special)															
2	8" Class D Patches		SQ YD	465	$99.0000	$46,035.00	$81.0000	$37,665.00	$110.0000	$51,150.00	$110.0000	$51,150.00	$165.0000	$76,725.00		$0.00
	(special)															
3	Inlet Filters		EACH	5	$240.0000	$1,200.00	$189.0000	$945.00	$225.0000	$1,125.00	$200.0000	$1,000.00	$200.0000	$1,000.00		$0.00
4	Bituminous Materials		POUND	4752	$0.6000	$2,851.20	$0.0100	$47.52	$0.0100	$47.52	$0.0100	$47.52	$1.0000	$4,752.00		$0.00
	(Tack Coat)															
5	HMA Surface Removal, 2"		SQ YD	6600	$4.2000	$27,720.00	$3.6000	$23,760.00	$3.5000	$23,100.00	$3.7500	$24,750.00	$5.4700	$36,102.00		$0.00
6	Poly HMA Binder Course,		TON	278	$150.0000	$41,700.00	$128.0000	$35,584.00	$145.0000	$40,310.00	$150.0000	$41,700.00	$196.0000	$54,488.00		$0.00
	IL-4.75, N50															
7	HMA Surface Course, Mix		TON	555	$114.0000	$63,270.00	$95.0000	$52,725.00	$103.0000	$57,165.00	$110.0000	$61,050.00	$129.1100	$71,656.05		$0.00
	"D", IL-9.5, N50HMA															
	Surface Course, Mix "D", IL															
	IL-9.5, N50															
8	Concrete Curb, Type B		FOOT	466	$48.0000	$22,368.00	$90.0000	$41,940.00	$60.0000	$27,960.00	$75.0000	$34,950.00	$104.3200	$48,613.12		$0.00
					Total Bid:	As Read:		$292,598.52		$293,651.52		$332,424.52		$431,884.75		
						As Calculated:		$292,598.52		$293,651.52		$332,424.52		$431,884.75		$0.00
						% Over/Under:		(6.13)%		(5.79)%		6.64 %		38.55 %		

DRAFT 8.10.2026
RESOLUTION NO. 26-????
VOTE:
AYES:_____
NAYS:_____
ABSTAIN:_____
ABSENT: _____
DATE: August 10, 2026.
OTHER: None.

A RESOLUTION ACCEPTING THE LOW BID AND AUTHORIZING THE APPROVAL AND EXECUTION OF A CONSTRUCTION CONTRACT FOR THE 2026 MOTOR FUEL TAX (MFT) ROADWAY RESURFACING PROJECT TO BE ENTERED INTO WITH THE LOWEST COST, QUALIFIED AND RESPONSIVE BIDDER M&J ASPHALT PAVING COMPANY, INC OF CICERO, ILLINOIS, AND AUTHORIZING THE EXPENDITURE OF VILLAGE MFT FUNDS, AND/OR MONIES FROM OTHER LAWFUL SOURCES (CONTRACT PRICE: $292,598.52).

WHEREAS, the Village of Western Springs (the "Village") desires to undertake the complete resurfacing of the Public Works Yards and annual asphalt street patching, "skip patching", of various roadways throughout the Village as part of the 2026 Motor Fuel Tax (MFT) Asphalt Roadway Resurfacing Project (the "Project"); and

WHEREAS, based on the competitive bidding of the Project, M&J Asphalt Paving Company, Inc of Cicero, Illinois (the "Contractor") submitted the lowest, qualified, responsive bid in the amount of $292,598.52 (the "Low Bid" or the "Project Contract Price") to complete the Project. A Project Bid Tabulation was prepared which determined and identified the Contractor as the lowest cost, qualified, responsive bidder for the Project; and

WHEREAS, the Project Construction Costs will come from the Village's MFT funds, the Village's General Fund, and/or monies from other lawful sources; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village Board") desire to approve and enter into a construction contract ("Construction Contract") with the Contractor for completion of the Project, and to accept and award the Low Bid submitted by the Contractor for the completion of the Project. Copies of the Construction Contract and the Contractor's Low Bid and related bid documents are attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, at an open public meeting held on August 10, 2026, the Village Board reviewed and discussed the Project and the Committee's recommendation and received input from the Village staff and provided an opportunity for public input. At its August 10, 2026 Regular Village Board Meeting, the Village Board reviewed and discussed the Project, the Low Bid and the Construction Contract and the Committee's recommendation for this matter. The Village Board agreed to accept and approve the Low Bid submitted by the Contractor and to approve and enter into the Construction Contract with the Contractor for completion of the Project; and

WHEREAS, the Village Board will adhere to the IDOT Bureau of Local Roads and Streets Letting and Contract Award requirements for MFT and State Funds for this approval, and allow for the timely submittal of any complaint allowing the required eight calendar days to pass before awarding the contract through formal execution and issuance of a notice to proceed on or after August 14; and

WHEREAS, the President and Board of Trustees of the Village are authorized, pursuant to the statutory and constitutional powers set forth at Article VII (Local Government), Section 7 (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 Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), to accept and approve the Low Bid and to approve and enter into the Construction Contract with the Contractor, and they 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 take such action.

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

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

Section 2: Approval and Execution of Construction Agreement. The President and Board of Trustees of the Village of Western Springs accept and approve the attached Low Bid submitted by the Contractor, and approve and authorize the execution of the Construction Contract with the Contractor for completion of the Project following the required eight (8) day complaint period, in substantially the form attached hereto as **Group Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Construction Contract. The President and Board of Trustees further authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Construction Contract on or after August 14, 2026.

Section 3: Appropriation and Authorization of Expenditure of Village Funds. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the use of MFT funds and/or funds from the Village's General Fund or other lawful sources to pay the Contractor to complete the Project and to pay all other Village approved costs that are necessary to fulfill the Village's obligations under the Construction Contract.

Section 4: Delivery of Contract and Other Documents. After their approval and execution by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and executed versions of the attached Low Bid document and the Construction Contract to IDOT, the Contractor, and to any other necessary parties or governmental oversight jurisdiction for submittal and 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 Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 10th day of August, 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

Group Exhibit "A"

Construction Contract to Be Entered Into
With M&J Asphalt Paving Company, Inc of Cicero, Illinois
for the 2026 MFT Resurfacing Project

and

Bid Document
submitted by M&J Asphalt Paving Company, Inc of Cicero, Illinois,
for Completion of the 2026 MFT Resurfacing Project

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. 26-_____

A RESOLUTION ACCEPTING THE LOW BID AND AUTHORIZING THE APPROVAL AND EXECUTION OF A CONSTRUCTION CONTRACT FOR THE 2026 MOTOR FUEL TAX (MFT) ROADWAY RESURFACING PROJECT TO BE ENTERED INTO WITH THE LOWEST COST, QUALIFIED AND RESPONSIVE BIDDER M&J ASPHALT PAVING COMPANY, INC OF CICERO, ILLINOIS, AND AUTHORIZING THE EXPENDITURE OF VILLAGE MFT FUNDS AND/OR MONIES FROM OTHER LAWFUL SOURCES (CONTRACT PRICE: $292,598.52).

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 10th day of August, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 10th day of August, 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 ___th day of August, 2026.

_____
Edward Tymick, Village Clerk

SEAL

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 10, 2026

AGENDA ITEM 11.E.

To: Board of Trustees
From: Matthew Supert, Director of Municipal Services
CC: Ellen Baer, Village Manager
RE: Leaf Pickup Resident Survey - Update (Discussion Only)

Recommendation

None.

Summary

Leaf Program History
Each fall, the Public Works Division conducts approximately seven weeks of curbside leaf collection throughout the Village. Residents and landscapers rake/blow leaves from private property and parkway trees into the street where they are collected by Village crews. While the program remains a valued service for many residents, it requires the full commitment of Public Works personnel during the busiest portion of the fall season, and presents several operational challenges.

Beginning in 2022, the Village modified the disposal process by contracting Lakeshore Recycling Services (LRS) to transport collected leaves from the Public Works facility to the composting site. This change improved employee safety by eliminating after-hours hauling and reduced liability associated with transporting leaves long distances. Disposal costs currently average approximately $50,000 to $60,000 annually, in addition to labor, equipment operation, maintenance, and administrative costs. As additional subdivisions such as Commonwealth and Timber Trails are accepted into the Village street system, the current collection route is expected to increase by approximately nine percent. Without additional personnel or equipment, maintaining the current level of service will become increasingly difficult.

Operational Considerations
Although the leaf collection program provides an important seasonal service, several ongoing operational issues continue to affect efficiency and service delivery.

Stormwater Management
Leaves placed in the street frequently accumulate along curbs and storm drains, increasing the likelihood of localized flooding during rain events. Public Works staff routinely respond to clear blocked inlets during storms, diverting personnel from other maintenance and emergency operations.

Staffing and Equipment
During the collection season, nearly all Public Works employees are assigned to leaf collection activities. This limits the Department's ability to complete routine maintenance, respond to work orders, and perform infrastructure improvements. In addition, leaf collection places significant wear on specialized equipment, including loaders, dump trucks, and vacuum equipment that were not designed for prolonged seasonal leaf handling.

Snow Operations
Leaf collection coincides with the beginning of the winter maintenance season. Converting vehicles from leaf collection to snow and ice control operations requires several days, reducing operational flexibility when early snowfall occurs.

Program Costs
The Village continues to incur significant annual costs associated with labor, equipment maintenance, disposal, and contracted hauling. Future expansion of the service area will place additional pressure on existing staffing and equipment resources.

2026 Resident Survey
To better understand resident priorities and evaluate future program improvements, the Village is currently conducting a Resident Leaf Collection Survey that received **454 responses as of July 27th**. Residents were informed of the survey via the Village website, on social media, and in the current issue of Tower Topics. Information about the survey will also be included in the August issue of President's E-News, and additional reminders will be circulated via the website and through Facebook. The survey remains open through August 31.

While it's too early to draw firm conclusions from the data at this point in the process, thus far residents are expressing support for maintaining some type of leaf collection program. Many responses reflecting dissatisfaction with the program referenced the unusual weather conditions experienced during the 2025 season, including early snowfall that delayed collection schedules and contributed to temporary street leaf accumulation.

Most Frequently Reported Concerns
Survey responses have been remarkably consistent across neighborhoods. The three most commonly identified concerns to date were:

- Weather-related collection delays
- Leaves blocking storm drains and contributing to localized flooding
- Leaves blowing back onto private property

Residents also frequently noted vehicles parked over leaf piles and improper disposal of pumpkins, landscape waste, and other debris as operational challenges.

Requested Improvements
Comments regarding program improvements include:

- Improve communication regarding collection schedules and delays.
- Increase pickup frequency during peak leaf fall.
- Extend leaf collection later into the fall season, if required.
- Increase enforcement against non-leaf materials placed in leaf piles and vehicles parked over leaf piles.

Statistical Analysis
Cross-tabulation and chi-square analyses were performed to evaluate whether survey responses to this point differed among neighborhoods.
The analysis found:

- **No statistically significant relationship** between neighborhood and overall resident satisfaction.
- **No statistically significant relationship** between neighborhood and willingness to pay additional costs.
- A **statistically significant relationship** between overall satisfaction and willingness to support future funding, indicating that residents who were more satisfied with the current program were substantially more likely to support continued investment.

These findings suggest that resident perceptions are generally consistent throughout the Village and that improving overall program performance is likely to have a greater impact than neighborhood-specific changes.

Survey Data to Date
At the mid-point of data collection, the survey demonstrates that the Village curbside leaf collection program is a valued service, despite increasing operational challenges.
While residents generally support maintaining the existing program, they also recognize opportunities to improve communication, scheduling, and operational efficiency. Options such as leaf bagging or leaf carts at the curb, are also possible alternatives/additions to the program.

Operationally, the Village continues to face increasing costs, equipment demands, staffing limitations, and future service expansion. These challenges should be considered alongside resident expectations when evaluating future modifications to the program.

<u>Recommendations</u>
Staff recommends continuing to evaluate opportunities to improve operational efficiency while maintaining the current level of service whenever practical. Priority should be given to:

Enhancing resident communication before and during the collection season.

Village staff will explore options to increase updates through the Village website and digital channels. Because the Village does not have a full-time communications manager, staff will also investigate leveraging the Village's GIS platform to improve the delivery, clarity, and timeliness of public notifications. Improving schedule flexibility during periods of heavy leaf fall or severe weather.

Continuing efforts to reduce stormwater impacts through resident education and enforcement. Stormwater concerns remain consistent across neighborhoods. Staff will continue education efforts aimed at reducing drain blockages and will review enforcement options for improper materials placed in leaf piles.

Evaluating equipment and staffing needs.
Staff will review current equipment capabilities, long-term replacement needs, and opportunities to supplement operations. The Village will also explore contractual service options to support leaf pickup after December 1 if leaf volume or weather conditions require additional resources. In the longer term, staff will examine whether contractual vacuuming services could be implemented with leaves placed in the parkway rather than the roadway, which may help mitigate on-street flooding, parking conflicts, and other recurring issues.

Reviewing long-term service delivery options that balance resident expectations with operational sustainability and fiscal responsibility.
Staff will continue assessing the program structure to ensure it remains responsive, manageable, and cost-effective over time. To improve efficiency and better align operations with observed leaf-drop patterns, staff will evaluate shifting the start of the collection program to the first week of November rather than mid-October. Survey data and field observations indicate that the first several weeks of the current schedule do not typically see significant leaf volume. A modification to the pickup schedule may also be reviewed and considered. A preliminary review of several other communities, including Naperville, Oak Lawn and La Grange Park, which have similar programs, schedule only a specific number of picks (3-4 for the pickup period) rather than a continuous pickup route.

A full analysis of the survey data will be presented and evaluated after the survey closes at the end of August.

Financial Impact

N/A

Recommended Motion

N/A

Strategic Plan Alignment

None.

File Attachments

None

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 10, 2026

AGENDA ITEM 12.A.

To: Board of Trustees
From: Diana Puga, Municipal Services Coordinator
CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager
RE: Agreement with Innova Fence for the 2026 Recreation Center Fence Installation (Omnibus Item)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on July 29, 2026, and recommended the approval of a contract with the lowest cost, qualified, and responsive bidder Innova Fence, Inc. for the installation of a fence at the Recreation Center for an amount not to exceed $35,450.00.

Summary

The Village has received an increasing number of reports of wildlife sightings on the Recreation Center property. To help reduce these occurrences and ensure the safety of Recreation staff, tenants, and children, the Village issued an Invitation to Bid for the installation of a fence at the rear (west property line) of the Recreation Center. The Invitation to Bid also includes an alternate bid for installing a 19-foot section of new fencing and replacing an existing fence on the east side of the building. Although this section is showing signs of needed repair, staff does not recommend replacement at this time.

The Village issued the Invitation to Bid on Thursday, June 25. A mandatory pre-bid meeting was held on Wednesday, July 1, during which prospective contractors visited the worksites and had the opportunity to ask questions. On July 9, the Village received a total of five (5) bids, of which only four (4) were valid. Because this project required a mandatory walk-through, Tiles in Styles, LLC was disqualified due to no attendance. A summary of the bids is as followed below.

Location	Innova Fence, Inc	Futurity 19, Inc	MBE Fence Inc	Oak Tree Fence Solutions, Inc
Main Fence Installation	$ 35,450.00	$ 38,450.00	$ 38,208.85	$ 39,324.08
Alternate #1: 19 ft Fence Installation	$ 2,780.00	$ 3,250.00	$ 6,203.69	$ 7,257.08

Alternate #2: Replacement of Fencing including Refuse Enclosure	$ 20,545.00	$ 14,850.00	$ 27,675.46	$ 20,163.92
TOTAL	**$ 58,775.00**	**$ 56,550.00**	**$ 72,088.00**	**$ 66,745.08**

After a review of the available budget, staff recommends approving the base bid; the lowest cost, qualified, responsive bidder is Innova Fence, Inc. for $35,450.00. Because this project was not included in the Village's 2026 budget, a budget amendment is anticipated and will be presented at the Finance Committee meeting being held on August 4. Should the amendment be approved, the item will be presented to the Village Board for approval.

Staff performed a reference check for Innova Fence, Inc. and the references provided positive feedback regarding communications, timeliness, and workmanship. Staff is confident Innova Fence, Inc., will complete the project to the Village's specifications.

Financial Impact

Account 6603210 60015 (Building Improvements)
Fund Recreation Fund (Building Services)
2026 Budget $0
Project Cost $35,450.00 (Budget amendment required)

Recommended Motion

I move to recommend to the approval of a contract with the lowest cost, qualified, responsive bidder, Innova Fence, Inc. for the installation of a fence at the Recreation Center for an amount not to exceed $35,450.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Innova Fence Bid
2. Resolution No. 26-____ re Approval of Lowest Cost Bidder Innova Fence for the Recreation Center Fence Installation (BOT Appr. 7.

2026 Recreation Fence Installation and Replacement RFB

Addendum 1 – July 8, 2026

I. Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: 2026 Recreation Center Fence Installation and Replacement RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."

2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.

3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.

5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.

6. The undersigned further agrees to be available to begin work on or after July 14 and must be completed within 30 days of receiving the Notice to Proceed, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.

7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred ($500.00) Dollars. If this proposal is accepted and the undersigned shall fail to

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

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.

9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

7-6-26
Date

Innova Fence
Proposed Contractor (Bidder)

Witness

II. Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga at dpuga@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2026 Recreation Center Fence Installation and Replacement RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice.

Issue RFB	June 25, 2026
Pre-Submittal Meeting (Mandatory)	9:00 AM on July 1, 2026
Bid Questions Due	3:00 PM on July 3, 2026
Bids Due Date	10:00 AM on July 9, 2026
Village Board Selection of Qualified, Responsive Bidder	July 13, 2026
Begin Contract	After July 13, 2026

Schedule of Bid Prices

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

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

BASE BID

Location	Total
Main Fence Installation	$35,450.00

Alternate Bids

Alternate	Total Bid
Alternate #1: 19 ft Fence Installation	$2,780.00
Alternate #2: Replacement of Fencing including Refuse Enclosure	$20,545.00

All bids, including alternates, should include all costs (i.e. labor, removal, and material costs)

Name of Bidder: Innova Fence

Address: 3320 Chase Ln Elgin IL 60124

Telephone No. 847-652-1852 Fax No. _____

Signature: _____

Name and Title: (Please Print) Juan Escobar Owner

Date: 7-8-26

INNOVA FENCE

List of References

• Skokie Park District - Tennis Court Fencing Replacement - $ 58,797.00 -
Contact: Corrie Guynn | 773.263.0888 Cguynn@skokieparks.org

• Naperville Park District - Springbrook Golf Course Driving Range - $ 44,096.95 -
Contact: Michael Piszynski | 630.848.5030 mpiszynski@napervilleparks.org

• Village of Steamwood - Project: Municipal Complex Fence - Amount: $72,318.50 -
Contact: Matt Mann | 630.736.3850 mmann@streamwood.org

• Village of Orland Park - Centennial Park Dugout Fencing - Amount: $69,360 -
Contact: Harry Torgerson | 708.274.6960 htorgerson@orlandpark.org

• Lombard Park District - 2026 Lombard Ballfield Fencing Project - Amount: $79,915 -
Contact: Dave Lemar | 630.817.9459 DLemar@LombardParks.com

III. Contract Provisions

Scope of Services

The Village seeks a qualified firm to install a new fence located at the Recreation Center, including the replacement of a 7' section of fence and a 4' wide gate. The scope of services may also include the installation of an additional 19' fence and the replacement of an existing, deteriorating fence and refuse enclosure. The contractor shall provide all necessary documents required for permits and attend a pre-construction meeting with Village staff. The contractor shall be responsible for providing all labor, materials, disposal, and equipment.

Scope of Work by Work Requested

The contractor shall complete the following:

1. Main Fence Installation Site:
    a. Install approximately 227' LF fence in the rear of the Recreation Center
    b. Demo and replace a 7' section of fence, including a 4' wide gate
    c. Backfill existing post holes with compacted earth.
    d. Auger 18" diameter holes 42" deep for new fence posts.
    e. Dispose of any existing fencing and footings off site.

2. Alternate 1 – Installation of 19' Fence
    a. Install approximately 19' LF fence
    b. Backfill existing post holes with compacted earth.
    c. Auger 18" diameter holes 42" deep for new fence posts.
    d. Dispose of any existing fencing and footings off site.

3. Alternate 2 – Replacement of Existing Fence and Refuse Enclosure:
    a. Demo and replace existing fence and refuse enclosure
    b. Replace existing enclosure openings, the front should remain consistent with the current size. Install two new 4' double doors in back of the enclosure
    c. Backfill existing post holes with compacted earth.
    d. Auger 18" diameter holes 42" deep for new fence posts.
    e. Dispose of any existing fencing and footings off site.

    This area includes a small section of 8' fencing, the enclosure is ~18' x 15' with two existing enclosure doors. The back of the enclosure includes a single door measuring at ~6', the front access includes double doors measuring at ~7.5' each. Images of the enclosure are included at the end of this RFB.

Materials by Work Area/Site

The following are materials listed by work area:

- Main Fence Installation Site:
    - 6' Vinyl Fencing – Galveston Bufftech Privacy PVC, Brazilian Blend

- Alternate 1:
    - 6' Vinyl Fencing – Galveston Bufftech Privacy PVC, Brazilian Blend

- Alternate 2:
    - 6' Vinyl Fencing – Galveston Bufftech Privacy PVC, Brazilian Blend

Scheduling of Work

The contractor shall be required to attend a pre-construction meeting with Village staff.

Term

The term of this contract shall be a one-time contract, ending upon manager sign-off, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

General Specifications

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Applicable Laws and Regulations

The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
D. The Vendor complies with the Illinois Drug Free Work Place Act.
E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
F. The Vendor complies with the Americans with Disabilities Act.

G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Authority

The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Bonds

If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling $10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village Board and signed by the Village President or their designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village.

The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees,

other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of Default Original Contract Amount from more than	to and including	calendar day
$0	$25,000	$300
$25,000	$100,000	$375
$100,000	$500,000	$550
$500,000	$1,000,000	$725
$1,000,000	$2,000,000	$900
$2,000,000	$3,000,000	$1,100
$3,000,000	$5,000,000	$1,300
$5,000,000	$7,500,000	$1,450

$7,500,000	And over	$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

Guaranty, Warranties and Representations

A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
D. It is authorized to sell and install the goods, supplies, equipment and/or services.
E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
I. A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

A. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a contract specific aggregate of $1,000,000.
B. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.
C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of $1,000,000 per accident.
D. Excess Liability/Umbrella Coverage: $2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

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

A. General Liability and Automobile Liability Coverages
    1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and

completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village's principle office address.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

IX. NO PERSONAL LIABILITY.

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Outstanding Debt/Fines

The Contractor, per Municipal Code 3-1-1, shall not have outstanding fines or debt with the Village. All bidders must be in good financial standing, and any outstanding fines or debt must be paid prior to the bid opening.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in their manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

The term of this contract shall be a one-time contract, ending upon manager sign-off, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

(a) All employees on the work and other persons who may be affected thereby;

(b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the side; and

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

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

Right to Audit

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

Severability

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

Smoking Policies

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

Successors/Assigns

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

Taxes, Benefits and Royalties

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate. Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

Termination

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

Unnecessarily Elaborate and Unresponsive Submittals

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

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the

Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

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

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

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

Contractor's Drug-Free Workplace Certification

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

(A) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) Abide by the terms of the statement; and

(b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(B) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's or Contractor's policy of maintaining a drug-free workplace

(3) Any available drug counseling, rehabilitation, and employee assistance program; and

(4) The penalties that may be imposed upon employees for drug violations.

(C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

(E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

(F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

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

Innova Fence
Contractor
Date: 7-8-26 Attest

Contractor's Certification Regarding
Non-Payment of Compensation

Innova Fence Juan Escobar hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

Innova Fence
Contractor

DATED: 7-8-26

ATTEST:

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the 9 day of **July** in the year **2026** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and Innova Fence (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2026 Recreation Center Fence Installation and Replacement RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated June 25, 2026 and as agreed to in the Contractor's Proposal dated July 9, 2026.

2. The Contractor agrees to commence the Work on **or after July 14, 2026,** and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion within 30 days of the issuance of the Notice to Proceed, unless otherwise agreed to by the Village.

3. The Village shall pay the Contractor for the performance of the Work to complete 2026 Recreation Center Fence Installation and Replacement RFB a total dollar amount not to exceed THOUSAND AND NO/100 DOLLARS ($58,275.00) in accordance with the Contractor's Proposal dated **July 9, 2026,** subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).

4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.

5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:

    A. Legal Notice (Advertisement for Bid) published on **June 25, 2026.**

    B. Instructions to Bidders dated **June 25, 2026.**

    C. Contractor's Proposal dated **July 9, 2026.**

D. Contractor's bid bond submitted by Innova Fence in the amount of $60,000 dated **July 9, 2026.**

E. General Specifications and all additional provisions **July 9, 2026.**

F. Contractor's Drug Free Workplace Certification dated **July 9, 2026.**

G. Contractor's Certification Regarding Non-Payment of Compensation dated **July 9, 2026.**

H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.

I. Exhibit C – Change Order Form

J. Required Performance and Payment Bonds provided by the Contractor.

K. Required Insurance Certificates provided by the Contractor.

L. Rider to Contract- General Conditions

6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.

7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.

8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

Contractor: Innova Fence

By: Juan Escobar owner
(Name and Title)

*Corporate Seal of corporation

Attest:

By: Sarah Escobar Secretary
(Name and Title)

Village of Western Springs

By: _____
Heidi Rudolph, Village President

*Village Seal

By: _____
Jill Izzo, Deputy Village Clerk

Exhibit B

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS BY THE CONTRACTOR

I, Juan Escobar, having being first

duly sworn, depose and state that I am the

Owner

(insert "sole owner "partner", "president"," other" proper title)

and the authorized agent of Innova Fence, which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the Recreation Center Fence Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.

3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

   a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or

   b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

   c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

4. In compliance with the Veterans Preference Act (330 ILCS 55/).

5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:

   a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or

voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).

9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 III. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: Innova Fence
Name: Juan Esalar
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 9th Day
Of July, 2026.

Notary Public

Notary Public

OFFICIAL SEAL
ALDO LEON
Notary Public - State of Illinois
My Commission Expires 11/04/2026

Exhibit C

CHANGE ORDER NO.:

Owner:
Engineer:
Contractor:
Project:
Contract Name:
Date Issued:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

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

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

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____
_____	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

Bid Bond

AIA Document A310™ – 2010

Bid Bond No. OS03679

CONTRACTOR:
Name, legal status and address)
INNOVA FENCE LLC
3320 Chase Lane
Elgin, IL 60124

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201-1635

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Village of Western Springs
740 Hillgrove Ave
Western Springs, IL 60558

BOND AMOUNT: Ten Percent of the Bid Amount (10.00% of Bid Amount)

PROJECT:
(Name, location or address, and Project number, if any)
2026 Recreation Center Fence Installation RFB

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of July, 2026

(Witness)

(Witness) Karla Heffron

INNOVA FENCE LLC
(Principal) (Seal)

(Title)

Old Republic Surety Company
(Surety) (Seal)

(Title) Samuel Duchow, Attorney-In-Fact

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081110

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU, SAMUEL DUCHOW of HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of September, 2022.

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5172

Signed and sealed at the City of Brookfield, WI this 8th day of July, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

J. RYAN BONDING, INC.

DRAFT 8.10.2026
RESOLUTION NO. 26-????

VOTE:
AYES:_____
NAYS:_____
ABSENT:_____
ABSTAIN:_____
DATE: August 10, 2026.

A RESOLUTION ACCEPTING PROJECT BASE BID AND AUTHORIZING THE APPROVAL AND EXECUTION OF THE AGREEMENT FOR THE RECREATION CENTER FENCE INSTALLATION CONTRACT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND INNOVA FENCE, LLC OF ELGIN, ILLLINOIS, AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED OF $34,450.00

WHEREAS, the Village of Western Springs (the "Village") desires to install a fence at the Recreation Center in the rear near the west property line by using Village Recreation funds to pay for the completion of such work (the "Project"; and

WHEREAS, based on competitive bidding of the project, Innova Fence, LLC of Elgin, Illinois (the "Contractor") submitted the lowest, qualified, responsive base bid of $34,450.00 to complete the Project; and

WHEREAS, the Village received proposals until July 9, 2026 at 10:00 AM Central Time and subsequently reviewed all proposals; and

WHEREAS, at an open public meeting held on July 29, 2026, the Village's Properties and Rec Committee ("Committee") reviewed and discussed the Project and received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the and authorize the entry of an agreement (the "Contract") with the Contractor for the completion of the Project (a copy of the Bid Documents, including the Contract is attached hereto as **Group Exhibit "A"** and incorporated herein); and

WHEREAS, at an open public meeting held on August 10, 2026, the President and Board of Trustees of the Village reviewed and discussed the Project, the Contract, and received input from the Village staff and provided the public with an opportunity to give input; and at their August 10, 2026 meeting the President and Board of Trustees determined to accept the Committee's recommendation to accept the lowest cost, qualified, responsive base and alternate bids to complete the Project; and

WHEREAS, the President and Board of Trustees of the Village are authorized, under the intergovernmental cooperation powers set forth at Article VII, Section 10 of the 1970 Illinois Constitution and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/*et seq*.), to approve and enter into the attached Contract, and find that it is in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached Contract.

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

Section 1: 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: The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of a contract (the "Contract") for the purpose of accepting the lowest, qualified, responsive base bid submitted by Innova Fence, LLC (the "Contractor") to hire the Contractor to complete the Project. A copy of the Agreement is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees of the Village of Western Springs authorize and direct the Village President and the Village Clerk, 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. 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 Contract.

Section 3: The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of Recreation funds and such other available Village funds to pay the Contractor to complete the Project in accordance with the Contractor's Project Bid amount of.

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

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 10th day of August, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

_____
Heidi Rudolph, Village President

ATTEST:

_____
Ed Tymick, Village Clerk

Exhibit "A"

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 26-_____

A RESOLUTION ACCEPTING PROJECT BASE BID AND AUTHORIZING THE APPROVAL AND EXECUTION OF THE AGREEMENT FOR THE RECREATION CENTER FENCE INSTALLATION CONTRACT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND INNOVA FENCE, LLC OF HINSDALE, ILLINOIS, AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED OF $34,450.00

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 10th day of August, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 10th day of August, 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 August, 2026.

_____
Edward Tymick, Village Clerk

SEAL

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 10, 2026

AGENDA ITEM 12.B.

To: Board of Trustees
From: Diana Puga, Municipal Services Coordinator
CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager
RE: Vendor Contract with Daly Fire Protection for the 2026 Fire Sprinkler Repair Project (Omnibus Item)

Recommendation

Consider a recommendation to approve a Vendor Contract with Daly Fire Protection of Alsip, Illinois for the 2026 Fire Sprinkler Repair Project for an amount not to exceed $20,000.

Summary

On April 3rd of this year, the Village completed its annual fire sprinkler inspections for eight Village facilities. Per NFPA 25 Chapter 14 requirements, the facilities are required to complete an internal assessment of each building's fire protection system. This internal assessment is a systematic review for foreign organic or inorganic materials corrosion, scale, and other obstructions that could impair water flow.

In addition to the inspection, additional work will include replacement of outdated pressure gauges and sprinkler heads (estimated 8–12), a hydrostatic pressure test, and internal check valve inspections at each facility. An air leakage and full flow trip test are also proposed for the Grand Avenue Community Center.

On June 25, the Village issued an Invitation to Bid on Fire System Sprinkler Repairs for various Village facilities. A bid opening was held on July 9, however, the Village received no bids. After consulting with the Village Attorney, staff solicited three (3) quotes directly from potential contractors. Staff received two (2) quotes for consideration. A summary of the quotes is as follows:

	Central States Automatic Sprinklers, Inc. (CSAS)	Nova Fire Protection	Daly Fire Protection
Total	$ 43,175.00	$ 37,085.00	$14,790.00

The lowest quote received was from Daly Fire Protection at $14,790. Village staff is requesting

an amount not-to-exceed $20,000 for incidentals, such as an aerial lift rental or in the event the existing Village shop drawings are not sufficient for the creation of placards and hydraulic calculations must be performed for Village Hall and the North Fire Station. The Contractor received existing drawings to assist in the creation of the placards. The shop drawings or hydraulic calculations are required by the National Fire Protection Association codes to be placed on a placard that indicates the flow of the sprinklers in all sprinkler rooms to ensure compliance.

Staff recommends awarding the work to Daly Fire Protection, who has performed work within the Village and neighboring communities and received a positive recommendation.

While this item was not budgeted, the Village must meet compliance with the NFPA Code. The Village has existing funds in the Capital Fund that can be directed to complete the project within this budget year and achieve compliance. Should this project require a budget amendment, Staff will bring that forth during a future Finance Committee meeting.

Financial Impact

Account 4104310 50320
Fund Capital Fund
2026 Budget Funds are available
Project Cost $20,000.00

Recommended Motion

I move to approve a Vendor Contract with Daly Fire Protection of Alsip, Illinois for the 2026 Fire Sprinkler Repair Project for an amount not to exceed $20,000.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Resolution No. 26-____ re Authorizing Entry of a Contract with Daly Fire Protec(2155836.1)
2. Daly Fire - Fire Sprinkler Repairs Quote
3. Quotation from Nova for 2026 Fire Sprinkler Repairs
4. Quotations from CSAS for 2026 Fire Sprinkler Repairs

DRAFT 8.10.2026
RESOLUTION NO. 26-XXXX

VOTE: _____
AYES:_____
NAYS:_____
ABSENT: _____
ABSTAIN:_____
DATE: August 10, 2026
OTHER: None.

A RESOLUTION AUTHORIZING THE EXECUTION OF A VENDOR AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND DALY FIRE PROTECTION OF ALSIP, ILLINOIS FOR THE REPAIR OF THE FIRE SPRINKLER SYSTEM AT VARIOUS VILLAGE FACILITIES AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED $20,000.00.

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village Board") desires to hire a firm to perform repairs to the Fire Sprinkler Systems at various Village facilities by using Village Capital funds to pay for the completion of the work (the "Project"); and

WHEREAS, the Village issued an invitation to bid on and received bids until June 25 at 10:00 AM Central Time and received no bids; and

WHEREAS, the Village subsequently solicited quotes directly from three firms; and

WHEREAS, Daly Fire Protection of Alsip, Illinois (the "Contractor"), submitted the lowest-cost, responsive quote, to complete the Project, with a total not-to-exceed amount of $14,790; and

WHEREAS, Village staff recommend approving a not-to-exceed amount of $20,000, including the proposal price and a contingency amount for potential incidentals; and

WHEREAS, at an open public meeting held on July 29, 2026, the Village's Properties and Rec Committee ("Committee") reviewed and discussed the Project and received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the and authorize the entry of an agreement (the "Contract") with the Contractor for the completion of the Project (a copy of the Contract is attached hereto as **Exhibit "A"** and incorporated herein); and

WHEREAS, at an open public meeting held on August 10, 2026, the President and Board of Trustees of the Village reviewed and discussed the Project, the Contract, and the Committee's recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its August 10, 2026, Regular meeting, the Village Board accepted the Committee's recommendation to award the Project to the Contractor and authorize and approve the Contract; and

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

and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached Contract.

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

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

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

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

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

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 10th day of August, 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 "A"

Vendor Contract Including Quote to be Entered Between
the Village of Western Springs and Daly Fire Protection of Alsip, Illinois
for the Fire Sprinkler System Repairs
(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 26-_____

RESOLUTION AUTHORIZING THE EXECUTION OF A VENDOR AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND DALY FIRE PROTECTION OF ALSIP, ILLINOIS FOR THE REPAIR OF THE FIRE SPRINKLER SYSTEM AT VARIOUS VILLAGE FACILITIES AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED $20,000.00.

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 10th day of August, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 10th day of August, 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 August, 2026.

_____
Edward Tymick, Village Clerk

SEAL

Proposal #748 - Village of Western Springs Deficiency repairs

Daly Fire Protection
12620 S. Holiday Dr. Unit C Alsip IL 60803
P: 312-619-3790
License #: FSC0937
Proposal Date: 08-06-2026

Prepared By

Tom Barattia
tom@dalyfirepro.com
708-935-9889

Prepared For

Western Springs Village Hall
740 Hillgrove Ave, Western Springs, IL, 60558
Diana Puga
dpuga@wsprings.com
708-246-1800 ext 204

Summary

Dear Valued Customer**,**

We position ourselves as team players, sharing with you a vision of continuous improvement and growth. Our commitment to your complete satisfaction extends from our family owned and operated values. We know we must earn your business every day by providing exceptional service. We look forward to an exciting future of mutual development and success!

Daly Fire Protection shall provide testing and inspection services on the systems and equipment specified herein (the "Work"), **SUBJECT TO THE DALY FIRE PROTECTION GENERAL TERMS AND CONDITIONS"** (see attached).

Daly Fire Protection shall inspect and test all listed systems at frequency and period of performance as indicated, reporting to you all needed items of maintenance, repairs and replacements, which in the judgment of Daly Fire Protection may be necessary.

Inspection and testing shall be performed on the system(s) referenced below and includes a report to be submitted promptly to the Purchaser identified on the cover page and indicated in the execution block below ("Purchaser") outlining all items needing maintenance, repairs and/or replacements, which, in the judgment of Daly Fire Protection, may be necessary.

Daly Fire protection shall inspect and test the fire suppression and/or alarm systems in accordance with the applicable NFPA requirements and per the frequency schedule listed herein, and Daly Fire Protection shall have no greater responsibility than to perform per said NFPA requirements. (Frequency determined by Purchaser's desire if they deviate from NFPA). All work to be performed in accordance with the terms and conditions of this Agreement. The inspections and tests shall be performed by qualified inspectors meeting any and all requirements of the applicable Authority Having Jurisdiction ("AHJ").

Working Conditions:
This proposal and, if executed, Agreement is/are based on the work being performed from an unobstructed concrete floor during normal working hours (Monday – Friday, excluding holidays, between 7:00 AM and 3:30 PM).
A representative of Purchaser shall provide Daly Fire Protection with access to all alarm codes and each sprinkler room and any other locations as may be required, to put the equipment listed above ("Equipment") on test for the duration of the work and services described herein ("Work"). Upon completion of the Work, all Equipment shall be taken off test mode and put back in service. In the event the Equipment has malfunctioned after Daly Fire Protection has left the premises, any repairs shall be performed by Daly Fire Protection upon request by Purchaser and shall be paid on a time and material basis plus markup for overhead and profit at DALY FIRE PROTECTION's standard rates ("T&M").
DALY FIRE PROTECTION is not responsible for malfunctions to Equipment during the Work. All repairs will be made on a T&M basis as described above, and are outside the scope of Work described in this Agreement.
All Work accepted and identified in the scope described herein shall be performed per applicable codes. Upon completion, DALY FIRE PROTECTION shall provide Purchaser with a report with pricing to repair any deficiencies that were observed during the inspection. This Agreement does not require, nor does the Work include a requirement, that thoroughly review or analyze the Equipment in a manner to identify all deficiencies within the Equipment; rather, DALY FIRE PROTECTION is only required to perform the Work as expressly required by applicable code unless the Work description expressly includes additional responsibilities

Period of Performance:

The Work described in this Agreement shall begin at 12:01AM on the signed proposal date and shall be automatically renewed and shall continue for a period of **5 Years**, as accepted below, from this signed proposal date until the same shall be terminated by either party provided written notice of termination is given within 30 days prior to the expiration of this Agreement or each subsequent anniversary date thereof. Purchaser shall pay to DALY FIRE PROTECTION after the first inspection has been made, and annually thereafter in the same month as the first payment made in the first year. Said inspection(s) and test service excludes repairs, maintenance, material and/or equipment.

PAYMENT:
Progress billings issued
All Invoices will be due FIFTEEN (15) days of invoice date. Delinquent accounts are subject to a 2 1/2% interest charge on remaining balance per month. If services of an attorney, collection agency, or a third party are needed to secure payment under this legally binding contract, the customer shall be liable for these expenses. The seller is under no obligation to the buyer other than expressed within.

If you have any questions or concerns, please don't hesitate to contact us. We look forward to working together!

Scope Of Work

Daly Fire Protection proposes to complete the following described scope of work (the "Work"):

See below

Description	Total
Perform the following at Village Hall 740 Hillgrove: 5 year FDC, check valve and internal pipe inspection, Spare sprinkler heads replenished and list, Head testing for (4) Quick responce and (4) Dry pendant heads, Replace pressure gauge	$1,950.00
Perform the following at North Fire Station: 5 year FDC, check valve and internal pipe inspection, Spare sprinkler heads replenished and list, Replace pressure gauge	$1,250.00
Perform the following at Water Plant: 5 year FDC, check valve and internal pipe inspection, Spare sprinkler heads replenished and list, Replace pressure gauge	$1,250.00
Perform the following at Historic Water Plant: Provide and fill out new Hydraulic Placard, 5 year standpipe air test, Spare sprinkler heads replenished and list, Replace pressure gauge,	$620.00
Perform the following at Public Works: Survey sprinkler system, perform flow test to provide hydraulic calculations for Hydraulic Placard 5 year FDC, check valve and internal pipe inspection, Head testing for (4) Quick responce heads Replace pressure gauge	$3,375.00
Perform the following at Train Station: Replace pressure gauge	$25.00
Perform the following at Grand Avenue Community Center: Survey sprinkler system, perform flow test to provide hydraulic calculations for Hydraulic Placard, 5 year FDC, check valve and internal pipe inspection, Head testing for (4) Quick responce and (4) Dry pendant heads Replace pressure gauge, Spare sprinkler heads replenished and list, 3yr dry valve full trip and leak test	$3,820.00
Perform the following at Recreation Center: 5 year FDC, check valve and internal pipe inspection, Spare sprinkler heads replenished and list, Replace pressure gauge	$1,250.00
Perform the following at South Fire Station: Provide and fill out new Hydraulic Placard, 5 year FDC, check valve and internal pipe inspection, Spare sprinkler heads replenished and list, Replace pressure gauge	$1,250.00
Total Amount	$14,790.00

Exclusions

1. All Testing & Inspections required in NFPA. Only listed services noted above.
2. Drain Down Fees.
3. Fire Watch.
4. Preventative Maintenance, Deficiency Repairs, or Modifications to any system equipment.
5. Fuel Testing & Fuel Refills.
6. Disposal of antifreeze, foam, or any other fluids needed during inspections.
7. Internal Inspections of Equipment.
8. Performance and Payment Bonds.
9. Premium Time, Double Time, or Shift Differentials.
10. City Fees, Permit Fees.
11. Warranty.
12. Internal Inspection of Backflow.
13. Fire Department Connection Hydrostatic Test.
14. Fire Hose Valve / Flow Test.

Approval

I approve this proposal and agree to the terms and conditions.

Name

PO (if required)

Signature

Date

Terms And Conditions

This Agreement is entered into by and between the Purchaser and Daly Fire Protection ("DALY FIRE PROTECTION"), and Purchaser and DALY FIRE PROTECTION state and agree upon the following:

1. Purchaser shall cooperate with DALY FIRE PROTECTION to promptly schedule the Work. If Purchaser fails to cooperate with or respond to efforts by DALY FIRE PROTECTION to schedule and perform the Work, DALY FIRE PROTECTION shall have the right to charge Purchaser for all administrative and delay related costs incurred by DALY FIRE PROTECTION, which costs shall be identified by DALY FIRE PROTECTION and invoiced to Purchaser. Purchaser shall provide reasonable means of access to the Work Areas and/or Equipment and allow DALY FIRE PROTECTION to start and stop the Equipment as necessary to perform the Work.

2. Work is being performed as required by the Purchaser, and it is specifically understood that DALY FIRE PROTECTION has not or may not have had a previous opportunity to inspect the totality of the system, Equipment, or maintenance records, and the Work will be performed without having the benefit of such information. DALY FIRE PROTECTION shall not be liable for damages or costs sustained due to unknown or concealed conditions.

3. All Work shall be done during normal working hours and days. Should Purchaser require the Work, or any portion thereof be performed outside of normal working hours or days, DALY FIRE PROTECTION shall be paid for the additional cost of that premium time, including an appropriate inefficiency factor, plus overhead and profit.

4. DALY FIRE PROTECTION shall maintain its work area in a clean and orderly condition and dispose of its debris at an onsite location designated by Purchaser.

5. If necessary to perform the whole or any portion of the Work, Purchaser agrees to provide (at its own risk and to accept full responsibility for providing) at least one (1) per to assist DALY FIRE PROTECTION employees for the duration of any Work under this Agreement. If assistance is required and Customer cannot provide it, or the scheduled Work is cancelled by Purchaser with less than 24 hours written notice, DALY FIRE PROTECTION has the right to charge a $500.00 per occurrence rescheduling fee.

6. Purchaser shall furnish, at its own cost, the following: a) sufficient heat to protect the system from freezing; b) adequate light and electric service to facilitate the Work including the operation of power tools; c) drinking water and sanitary facilities for on-site personal; d) construction water for testing; e) access, ingress, egress and parking; and f) secured on site material storage areas.

7. Exclusions: SYSTEM DRAWINGS – Purchaser shall have life safety drawings available (if applicable) on site to assist DALY FIRE PROTECTION in identifying Equipment components so that they may be properly located (Purchaser is responsible for identifying Equipment locations); WATER SUPPLY – DALY FIRE PROTECTION shall not be liable or responsible for the adequacy or condition of the water supply. DALY FIRE PROTECTION cannot control and is not responsible for either (a) the chemical or biological properties of the water supply to the sprinkler system/Equipment, or (b) any impact on the condition of the piping contained in the actual or proposed sprinkler system resulting from or otherwise attributable to chemical or biological properties, including, but not limited to, microbiologically influenced corrosion ("MIC"); EXISTING CONDITIONS – DALY FIRE PROTECTION shall not be liable for the following conditions: staining of concrete or landscape damage due to sprinkler system external drainage, and deficiencies discovered in underground mains (e.g. missing thrust blocks, deteriorated connections, etc.) found during testing.

8. Except to the extent expressly stated to the contrary in this Agreement, DALY FIRE PROTECTION shall submit monthly progress billings on or about the first day of each month for one hundred percent (100%) of all work performed and material stored on or off site, less any prior billings. Upon substantial completion of the Work covered by this Agreement, DALY FIRE PROTECTION shall submit a final billing for the full amount of this Agreement, less the prior progress billings. All billings shall be payable by the Purchaser on or before the last day of the month in which they are submitted, or twenty (20) days after the date of the billing, whichever is later. Purchaser agrees to pay DALY FIRE PROTECTION a service charge of one and one-half percent (1-1/2%) per month on all past due balances. Further, if DALY FIRE PROTECTION initiates any legal action to enforce the terms of this Agreement, DALY FIRE PROTECTION shall also be entitled to an award of reasonable attorney's fees, expenses and costs associated with such legal action. In case of failure or refusal on the part of the Purchaser to make the payments when due under this Agreement, DALY FIRE PROTECTION may, at its sole option, demand full payment for Work performed, cease performing the Work, and/or terminate this Agreement.

9. If Purchaser shall direct any change in Work or work hours, or if there are changes in Work due to newly enacted codes or standards enforced by any Authority Having Jurisdiction (AHJ), or if there are delays in the performance of the Work, Purchaser agrees to pay DALY FIRE PROTECTION the additional costs resulting from such change(s), plus overhead and profit and, if applicable, provide an equitable time extension to complete the Work. No changes in the terms hereof shall be binding on DALY FIRE PROTECTION unless approved in writing by an executive officer of DALY FIRE PROTECTION.

10. All notices by either party to the other shall be in writing and served by mail, in a securely sealed envelope, postage prepaid, directed to the other party at its office address identified herein. Notices to Purchaser shall be sent to Purchaser's address identified in the Agreement. Notices to DALY FIRE PROTECTION shall be sent to the following:

11. DALY FIRE PROTECTION shall not be liable for any damages for delays.

12. Purchaser acknowledges and agrees that DALY FIRE PROTECTION has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the adequacy, performance, or condition of existing systems or Equipment, its merchantability or its fitness for any particular purpose; nor has Purchaser relied on any representations or warranties, express or implied. Purchaser further acknowledges and agrees that: (a) DALY FIRE PROTECTION is not an insurer, (b) Purchaser assumes all risk of loss or damage to Purchaser's premises or to the contents thereof, and (c) Purchaser has read and understands all of this Agreement, particularly the paragraphs setting forth limitations of liability and indemnification provisions in the event of any loss or damage to the Purchaser or anyone else. IT IS SPECIFICALLY UNDERSTOOD BY THE PARTIES TO THIS AGREEMENT THAT DALY FIRE PROTECTION DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. DALY FIRE PROTECTION AND PURCHASER FURTHER UNDERSTAND AND AGREE THAT DALY FIRE PROTECTION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSED IN WRITING BY DALY FIRE PROTECTION AND THAT NO REPRESENTATIVE OF DALY FIRE PROTECTION HAS ANY AUTHORITY TO MAKE ANY ADDITIONAL EXPRESS WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.

13. If the premises on which the Work is to be performed is owned by anyone other than Purchaser, Purchaser warrants to DALY FIRE PROTECTION that permission of the owner(s) has been obtained to do the Work. Purchaser shall indemnify, defend and hold DALY FIRE PROTECTION harmless against all claims and actions arising out of any failure to obtain such permission. Purchaser warrants that the structure of the premises is sufficient to support the proposed Work, if applicable. Purchaser agrees to indemnify, defend and hold DALY FIRE PROTECTION harmless from and against all action, claims, damages, expenses, fees, judgments, or liabilities, arising from any structural failure of the premises. Purchaser shall inform DALY FIRE PROTECTION of any safety or health hazards inherent to the premises, its contents, and its operations, and shall pay DALY FIRE PROTECTION the additional costs resulting from the precautions necessitated by these safety or health hazards, plus overhead and profit. Purchaser shall be responsible for and maintain ownership of all hazardous materials on the site when the Work is performed, whether such materials were preexisting or required for the performance of the Work. The disposal of all such hazardous materials is the responsibility of Purchaser.

14. Purchaser further shall not assign this Agreement without the prior written consent of DALY FIRE PROTECTION, any such assignment constituting an Early Termination. For purposes of this Agreement, an assignment shall be deemed to include a merger, consolidation or reorganization of Purchaser, transfer of Purchaser's business and assets which includes the occupation of said building(s), and/or the sale or transfer of more than forty percent (40%) of the equity ownership interest in Purchaser. DALY FIRE PROTECTION may subcontract any portion or the whole of the Work to a third party.

15. In the event that either party believes that the other has failed to meet its non-monetary performance obligations under this Agreement, such party will notify the other in writing. The accused party shall have sixty (60) days from the receipt of the written notice to make any necessary corrections. If the matter is not corrected within such sixty (60) day period, the party that gave the notice shall have the right to terminate the Agreement without further notice and the Early Termination fee will be waived if DALY FIRE PROTECTION is the breaching party. In such event, Purchaser agrees to pay for all Work performed by DALY FIRE PROTECTION through the termination date.

16. This Agreement may be terminated by DALY FIRE PROTECTION without prior notice, at the option of DALY FIRE PROTECTION, (i) if the rendering of the Work is no longer possible for any rea beyond the control of DALY FIRE PROTECTION; (ii) in the event the system and/or Equipment becomes so substantially deteriorated, damaged or disabled, in the opinion of DALY FIRE PROTECTION, that further Work is no longer practicable; or (iii) if unforeseen circumstances, including acts or omissions by Purchaser, delay the Work in a manner that results in increased costs to DALY FIRE PROTECTION, unless Purchaser agrees to pay all such additional costs. If Purchaser's system and/or Equipment is damaged, DALY FIRE PROTECTION may choose to (a) suspend its obligations under this Agreement until such system and/or Equipment is repaired, or (b) terminate this Agreement. If DALY FIRE PROTECTION elects to suspend its obligations, it will first notify the Purchaser of the suspension and then the AHJ. If DALY FIRE PROTECTION terminates this Agreement under this provision, Purchaser will remit payment to DALY FIRE PROTECTION for all Work performed, including overhead and profit thereon.

17. DALY FIRE PROTECTION shall not have any obligation to any per or firm, including Purchaser, for negligence in the performance of its obligations under this Agreement, or for damage to any per, firm or property due to fire or due to partial or complete failure of the life safety system, Work or Equipment to function. DALY FIRE PROTECTION shall in no way be held liable on any claims for damages based on warranty, express or implied, by operation of law, tort, equity or otherwise, arising out of the performance of its obligations under this Agreement relative to the condition of the life safety system, Work and/or Equipment or the operation thereof. DALY FIRE PROTECTION shall in no way be held liable for any damages arising out of the reliance by Purchaser on any statements, verbal or written, by any employee or agent of DALY FIRE PROTECTION in connection with the performance of its obligations under this Agreement. DALY FIRE PROTECTION's liability on any claim for loss arising out of or connected with this Agreement shall be limited to the value of the work performed under this

Agreement (i.e., the amount paid to DALY FIRE PROTECTION). IN NO EVENT SHALL DALY FIRE PROTECTION BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR ANY OTHER DAMAGES OF ANY CHARACTER, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE OF PURCHASER'S PROPERTY, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY PURCHASER OR BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE. IN THE EVENT ANY PER, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST DALY FIRE PROTECTION OR ITS ASSIGNEES OR SUBCONTRACTORS FOR ANY REA RELATING TO DALY FIRE PROTECTION'S PERFORMANCE, DUTIES AND/OR OBLIGATIONS PURSUANT TO THIS AGREEMENT, PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS DALY FIRE PROTECTION FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND EXPENSES (INCLUDING WITHOUT LIMITATION REAABLE ATTORNEYS' FEES AND COSTS), WHETHER SUCH CLAIMS OR LAWSUITS ARE BASED UPON ALLEGED RECKLESSNESS, ACTIVE OR PASSIVE NEGLIGENCE, WARRANTY, EXPRESS OR IMPLIED, THIS AGREEMENT, ANY WARRANTY, CONTRIBUTION OR INDEMNIFICATION, OR STRICT OR PRODUCT LIABILITY, ON THE PART OF DALY FIRE PROTECTION, ITS AGENTS, SERVANTS, ASSIGNS OR EMPLOYEES, BUT NOT IF DALY FIRE PROTECTION IS THE SOLE CAUSE (WHETHER NEGLIGENCE OR OTHER BASIS OF CLAIM) RESULTING IN THE CLAIM, LAWSUIT OR EXPENSE.

18. This Agreement shall be governed by the laws of the State where the inspection testing or other work under this Agreement is performed, and the parties agree to the exclusive jurisdiction of the state or federal courts of such State in any and all proceedings between them.

19. This Agreement supersedes and replaces all previous oral and written agreements between the parties regarding the Work. When this Agreement is accepted and signed by Purchaser and DALY FIRE PROTECTION, a binding Agreement will exist between the parties.

Supplemental Terms and Conditions:

Depending upon services rendered, the following supplemental terms and conditions will apply.

Inspection & Testing Services:

20. DALY FIRE PROTECTION shall inspect and test the Equipment at the frequency specified in the agreement labeled Annual Inspection Scope, and/or perform any other authorized and agreed upon work or services as expressly stated in writing. DALY FIRE PROTECTION shall inspect and test the Equipment in accordance with applicable NFPA requirements, and DALY FIRE PROTECTION shall have no greater responsibility than to perform per the frequency expressly stated in this Agreement. The inspections and tests shall be performed by qualified inspectors meeting the requirements of the applicable Authority Having Jurisdiction ("AHJ"). All Work to be performed in accordance with the terms and conditions of this Agreement.

21. Unless specifically stated, in writing, to the contrary, this Agreement is limited to inspection and testing services only, and does not include installation, maintenance, alterations, repairs, or replacements. Such installation, maintenance, alterations, repairs, and replacements shall only be made by DALY FIRE PROTECTION upon Purchaser's separate written or verbal order or as specified in this Agreement, and shall be paid for by Purchaser on the basis of cost plus overhead and profit (i.e. time and material plus markup) or, if expressly agreed upon in writing, on a lump sum basis. If Purchaser requests DALY FIRE PROTECTION to perform any installation, maintenance, alterations, repairs, or replacements, whether at the time of inspection or any other time, and a separate agreement is not entered into between Purchaser and DALY FIRE PROTECTION, the terms of this Agreement shall apply, including the General Terms and Conditions contained above and those applicable to Repair, Modification, or Installation Services as set forth below.

22. DALY FIRE PROTECTION will furnish electronic reports (or, if not possible, written reports) after each test and inspection to Purchaser and the Purchaser, if it so elects or is required, will submit the insurance copy to their particular underwriter. Reports and recommendations of DALY FIRE PROTECTION are only intended to assist Purchaser in reducing the possibility of loss to property by indicating defects or impairments noted to the system and Equipment inspected. Reports are not intended to imply or warrant that the system is without any defects, hazards, or deficiencies. DALY FIRE PROTECTION shall not be liable to any party whatsoever by rea of any report or recommendation, as it is only advisory in nature and final responsibility for the condition and operation of the life safety system and Equipment remains exclusively with the Purchaser.

23. Purchaser shall promptly notify DALY FIRE PROTECTION of any malfunctions in the Equipment identified in this Agreement which come to Purchaser's attention. This Agreement assumes that any existing Equipment is in operational and maintainable condition as of the Agreement Date.

24. Inspection and testing services are provided without warranty. Purchaser acknowledges and agrees that DALY FIRE PROTECTION has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the adequacy, performance, or condition of the inspected Equipment or the general life safety systems. Purchaser acknowledges that it is still ultimately responsible for the condition and maintenance of all systems, and as such, for identifying and managing manufacturer recalls (if necessary).

25. In the event that this Agreement is terminated for any rea ("Early Termination"), Purchaser will pay, as liquidated damages and not as

penalty, an amount equal to one half (1/2) of the charges not yet paid by Purchaser for the remainder of the duration of this Agreement.

26. Exclusions: ENGINEERING REVIEW – The Work is not an engineering evaluation of the fire protection systems and life safety systems and Equipment, and the recommendations and observations that are made by DALY FIRE PROTECTION to Purchaser during the inspection and testing are not to be considered an engineering review.

Repair, Modification, or Installation Services:

27. All such Work shall be done in a first class and workmanlike manner using new materials, unless specified elsewhere, conforming to industry standards for their intended use.

28. DALY FIRE PROTECTION warrants the Work, except for any testing and/or inspection work, covered by this Agreement to be free from defects in materials and workmanship for a period of one (1) year from the date of substantial completion. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. However, if any party other than DALY FIRE PROTECTION maintains and/or inspects said warranted Work, the warranty will be void.

29. Removal and reinstallation of any Equipment or materials repaired or replaced under a manufacturer's warranty will be at Purchaser's expense and at the rates then in effect.

30. The following indemnity provision will apply only to repair, modification, or installation services performed by DALY FIRE PROTECTION: DALY FIRE PROTECTION shall indemnify, defend and save harmless Purchaser from and against all third party raised claims and actions to the extent arising out of personal injury (including death) or property damage (excluding the Work itself) caused by the sole negligence of DALY FIRE PROTECTION in the performance of the Work specified in this Agreement. If such injuries or damages are caused by the legal negligence of DALY FIRE PROTECTION and the joint or concurrent conduct of any other party, including the Purchaser, DALY FIRE PROTECTION shall so indemnify and save harmless the Purchaser in proportion to its legal negligence.

NOVA FIRE PROTECTION

P 847 | 885-1605 F 847 | 885-1607
1530 WILEY ROAD SCHAUMBURG, IL 60173
WWW.NOVAFP.COM

July 29, 2026

Village of Western Springs **Nova #: 3-13216-S**
Attn: **Diana Puga**
Phone: 708.246.1800 x204
Email: dpuga@wsprings.com

Re: Perform 5 Year Internals, FDC Hydro Test & Gauge Replacement
Address: Various Locations / Various Deficiencies

Nova Fire Protection, Inc. hereby provides a quote for **$0** for the following Sprinkler work, which includes material and labor in accordance with the specifications listed below:

Village Hall – 740 Hillgrove Avenue - Scope of Work: $5,365.00
- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Remove and replace (4) Quick Response Sprinkler Heads and send them to Dyne Labs for testing.
- Remove and replace (4) Dry Barrel Sprinkler Heads and send them to Dyne Labs for testing.
- Replace Gauge.
- Put system(s) back in service.
- **Dyne Labs Head Testing Fee is $80 per Quick Response Head & $120 per Dry Barrel Sprinkler Head.**
- **Once Dyne Labs Testing is completed, the customer is emailed a report.**

North Fire Station – 4353 Wolf Road - Scope of Work: $3,120.00
- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Replace Gauge.
- Put system(s) back in service.

Water Plant – 614 Hillgrove Avenue - Scope of Work: $3,120.00
- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Replace Gauge.
- Put system(s) back in service.

Historic Water Tower – 914 Hillgrove Avenue - Scope of Work: $1,650.00
- Call and take system(s) out of service.
- Perform 5 Year Air Test on Dry Standpipe as per NFPA 25 – 6.3.2.1.
- Replace Gauge.
- Put system(s) back in service.

Public Works – 1440 Hillgrove Avenue - Scope of Work: $4,220.00

- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Remove and replace (4) Quick Response Sprinkler Heads and send for testing.
- Replace Gauge.
- Put system(s) back in service.
- **Dyne Labs Head Testing Fee is $80 per Quick Response Head & $120 per Dry Barrel Sprinkler Head.**
- **Once Dyne Labs Testing is completed, the customer is emailed a report.**

Train Station – 914 Burlington Avenue - Scope of Work: $50.00

- Call and take system(s) out of service.
- Replace Gauge.
- Put system(s) back in service.

Grand Avenue Community Center – 4211 Grand Avenue - Scope of Work: $12,040.00

- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Perform 3 Year Full Trip of Dry System as per NFPA 25.
- Perform 3 Year Air Leakage Test on Dry System as per NFPA 25.
- Remove and replace (4) Quick Response Sprinkler Heads and send them to Dyne Labs for testing.
- Remove and replace (4) Dry Barrel Sprinkler Heads and send them to Dyne Labs for testing.
- Replace Gauge.
- Put system(s) back in service.
- **Dyne Labs Head Testing Fee is $80 per Quick Response Head & $120 per Dry Barrel Sprinkler Head.**
- **Once Dyne Labs Testing is completed, the customer is emailed a report.**

Recreation Center – 1500 Walker Street - Scope of Work: $3,120.00

- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Replace Gauge.
- Put system(s) back in service.

South Fire Station – 5501 Grand Avenue - Scope of Work: $2,320.00

- Call and take system(s) out of service.
- Perform 5 Year Internal Inspection on (1) Sprinkler System(s) as per NFPA 25 – 14.2 / 14.4.
- Perform 5 Year Internals on FDC Check Valve(s) as per NFPA 25 – 13.4.2.1.
- Perform 5 Year Hydrostatic Test on FDC Piping as per NFPA 25 – 13.8.5.
- Replace Gauge.
- Put system(s) back in service.

Exclusions: Lift equipment; Shop drawings or hydraulic calculations of existing system; Permit or municipal fees if applicable; Clear unobstructed work area; Cutting, patching of existing walls, floors or ceilings; New pipe hangers including rod, rings and attachments; Insulation, painting or labeling of the piping; Disposal of removed pipe and fittings; Modification, revisions or repairs to existing system including branch lines, mains and sprinkler heads other than noted on our scope of work.

NOVA FIRE PROTECTION

P 847 | 885-1605 F 847 | 885-1607
1530 WILEY ROAD SCHAUMBURG, IL 60173
WWW.NOVAFP.COM

CLARIFICATION: Under this proposal, Nova Fire Protection, Inc. assumes no responsibility for cleaning, repairs or replacements of backflow prevention devices, check valves and/or any other system components resulting from foreign matter or debris entering the overhead piping from the underground water supply mains. Also, Nova Fire Protection assumes no responsibility for damages to vehicles if they are parked at or near the work areas. All work to be completed in a workmanlike manner according to standard NFPA practice. Any alteration or deviation from the specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

TERMS OF PAYMENT: Net ten (10) days from the date of our invoice. Credit card information required to schedule our Tech. Payment by check or credit card is accepted. (Credit card payments may be subject to a 3% surcharge) *Declined and Delinquent accounts are subject to an interest charge of 2% per month commencing the 21st day after completion of the work.*

LEGAL: The prices, specifications, and conditions are satisfactory and are hereby accepted. You agree that you are authorized to sign this agreement and intend to form a legally binding contract. Payment will be made as outlined. You agree to pay all actual attorneys' fees, and all costs and expenses of any nature whatsoever incurred by Nova Fire Protection, Inc. in enforcing this agreement or in asserting its rights in any action to which Nova Fire Protection, Inc. becomes a party because of the acts or omissions of you. This proposal and its contents are the intellectual property of Nova Fire Protection Inc. This proposal may not be duplicated in any way without proper authorization from and compensation paid. The proposal may be purchased for the purpose of bidding for the job. Duplication of any part of this proposal constitutes acceptance of the terms outlined herein. The client shall be responsible for all legal fees incurred by Nova Fire Protection Inc. in the collection of monies due to the loss of revenue stemming from the unlawful use of any part of this proposal.

Nova Fire Protection remains committed to exceeding your expectations with our service. Thank you for your consideration and please contact me with any questions or comments.

Signature Date

Printed Name Title

Thank you,

Scott E. Massoglia
Service & Inspection Manager
Scottmassoglia@novafp.com

Nova Fire Protection, Inc.
State of Illinois License No. FSC0069
1530 N. Wiley Road, Schaumburg, IL. 60173
Direct: 847.230.8077 Cell: 847.942.1184
Office: 847.885.1605 x277 Fax: 847.885.1607
www.NovaFP.com

PLEASE COMPLETE BILLING VERIFICATION ON PAGE 4

NOVA FIRE PROTECTION
P 847 | 885-1605 F 847 | 885-1607
1530 WILEY ROAD SCHAUMBURG, IL 60173
WWW.NOVAFP.COM

Billing Information:

Contact Name & Title: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____

Email Address: _____

Project Manager / Site Contact if Different from Billing Contact:

Contact Name & Title: _____

Company Name: _____

Phone Number: _____

Email Address: _____

Proposal #7813 - Western Springs Village Hall Def

CENTRAL STATES AUTOMATIC SPRINKLERS, INC
13740 S. California Ave. Blue Island IL 60406
P: (708) 489-9400
License #: FSC0009
Proposal Date: 04-28-2026

Prepared By

Brian Karner
bkarner@csasinc.com
708-790-2004

Prepared For

Western Springs Village Hall
740 Hillgrove Ave Western Springs IL 60558-1409
William Tomczyk
wtomczyk@wsprings.com
708-522-7120

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 3rd N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Survey sprinkler system, perform flow test and perform hydraulic calculations. Using this information provide a Hydraulic Placard.	1.0	$2,850.00	$2,850.00
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	$570.00	$570.00
Perform 5th year Internal Pipe Obstruction Investigation	1.0	$670.00	$670.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	$550.00	$550.00
Remove and replace (4)-25 year old Quick Response Sprinklers. Send Sprinklers to UL to be tested for proper operation. Formal reports with results to follow.	1.0	$1,000.00	$1,000.00
Remove and replace four (4)-10 year old Dry Sprinklers. Send the removed sprinklers to UL to be tested for proper operation. Provide report of test results.	1.0	$1,800.00	$1,800.00
Perform 5th year internal Check Valve Inspection	1.0	$440.00	$440.00
Replace outdated Pressure Gauge	1.0	$90.00	$90.00
Total Amount			$7,970.00

Exclusions

Overtime Labor is not included.
This proposal does not cover any repairs that may arise during this work.
If all items are not selected, work may be performed utilizing Time and Material Rates.

Proposal #7821 - Western Springs North Fire Station Def

CENTRAL STATES AUTOMATIC SPRINKLERS, INC
13740 S. California Ave. Blue Island IL 60406
P: (708) 489-9400
License #: FSC0009
Proposal Date: 04-28-2026

Prepared By

Brian Karner
bkarner@csasinc.com
708-790-2004

Prepared For

Western Springs North Fire Station
4353 Wolf Rd Western Springs IL 60558-1416
William Tomczyk
wtomczyk@wsprings.com
708-522-7120

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 3rd N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	$570.00	$570.00
Perform 5th year Internal Pipe Obstruction Investigation	1.0	$670.00	$670.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	$550.00	$550.00
Perform 5th year internal Check Valve Inspection	1.0	$440.00	$440.00
Replace outdated Pressure Gauge	1.0	$90.00	$90.00
Rental of an Aerial Scissors Lift	1.0	$875.00	$875.00
Total Amount			$3,195.00

Exclusions

Overtime Labor is not included.
This proposal does not cover any repairs that may arise during this work.
If all items are not selected, work may be performed utilizing Time and Material Rates.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:
1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.
2. This Authorization is for Service Repair, Inspection or Testing only.
3. CSAS may enter Subscriber's premises at all reasonable times to perform the requested Service Repair, Inspection or Testing.
4. CSAS has no knowledge to determine whether the existing fire protection system(s) was originally designed and installed in such a way

Proposal #7819 - Western Springs Water Plant Def

CENTRAL STATES AUTOMATIC SPRINKLERS, INC
13740 S. California Ave. Blue Island IL 60406
P: (708) 489-9400
License #: FSC0009
Proposal Date: 04-28-2026

Prepared By

Brian Karner
bkarner@csasinc.com
708-790-2004

Prepared For

Western Springs Water Plant
614 Hillgrove Ave Western Springs IL 60558
William Tomczyk
wtomczyk@wsprings.com
708-522-7120

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 3rd N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	$570.00	$570.00
Perform 5th year Internal Pipe Obstruction Investigation	1.0	$670.00	$670.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	$550.00	$550.00
Perform 5th year internal Check Valve Inspection	1.0	$440.00	$440.00
Replace outdated Pressure Gauge	1.0	$90.00	$90.00
Total Amount			$2,320.00

Exclusions

Overtime Labor is not included.
This proposal does not cover any repairs that may arise during this work.
If all items are not selected, work may be performed utilizing Time and Material Rates.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:
1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.
2. This Authorization is for Service Repair, Inspection or Testing only.
3. CSAS may enter Subscriber's premises at all reasonable times to perform the requested Service Repair, Inspection or Testing.
4. CSAS has no knowledge to determine whether the existing fire protection system(s) was originally designed and installed in such a way that the System will perform as originally intended or is suitable for it intended purpose given the way in which the property has been or will

Proposal #7823 - Western Springs Historic Tower Def

CENTRAL STATES AUTOMATIC SPRINKLERS, INC
13740 S. California Ave. Blue Island IL 60406
P: (708) 489-9400
License #: FSC0009
Proposal Date: 04-28-2026

Prepared By

Brian Karner
bkarner@csasinc.com
708-790-2004

Prepared For

Western Springs Historic Tower
914 Hillgrove Ave Western Springs IL 60558
William Tomczyk
wtomczyk@wsprings.com
708-522-7120

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 6th N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

While on-site, we will measure antifreeze piping and provide a proposal based upon volume of antifreeze required.

Description	Quantity	Unit Price	Total
Perform 5th year standpipe air test.	1.0	$425.00	$425.00
Survey sprinkler system, perform flow test and perform hydraulic calculations. Using this information provide a Hydraulic Placard.	1.0	$2,850.00	$2,850.00
Replace outdated Pressure Gauge	1.0	$90.00	$90.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	$550.00	$550.00
Total Amount			$3,915.00

Exclusions

Overtime Labor is not included.
This proposal does not cover any repairs that may arise during this work.
If all items are not selected, work may be performed utilizing Time and Material Rates.
Installing new antifreeze solution.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:
1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.
2. This Authorization is for Service Repair, Inspection or Testing only.
3. CSAS may enter Subscriber's premises at all reasonable times to perform the requested Service Repair, Inspection or Testing.
4. CSAS has no knowledge to determine whether the existing fire protection system(s) was originally designed and installed in such a way

Proposal #7822 - Western Springs Public Works Garage Def

CENTRAL STATES AUTOMATIC SPRINKLERS, INC
13740 S. California Ave. Blue Island IL 60406
P: (708) 489-9400
License #: FSC0009
Proposal Date: 04-28-2026

Prepared By

Brian Karner
bkarner@csasinc.com
708-790-2004

Prepared For

Western Springs Public Works Garage
1440 Hillgrove Ave Western Springs IL 60558
William Tomczyk
wtomczyk@wsprings.com
708-522-7120

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 6th N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Survey sprinkler system, perform flow test and perform hydraulic calculations. Using this information provide a Hydraulic Placard.	1.0	$2,850.00	$2,850.00
Perform 5th year internal Check Valve Inspection	1.0	$440.00	$440.00
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	$570.00	$570.00
Perform 5th year Internal Pipe Obstruction Investigation	1.0	$670.00	$670.00
Remove and replace (4)-25 year old Quick Response Sprinklers. Send Sprinklers to UL to be tested for proper operation. Formal reports with results to follow.	1.0	$1,000.00	$1,000.00
Rental of an Aerial Scissors Lift	1.0	$875.00	$875.00
Replace outdated Pressure Gauge	1.0	$90.00	$90.00
Total Amount			$6,495.00

Exclusions

Overtime Labor is not included.
This proposal does not cover any repairs that may arise during this work.
If all items are not selected, work may be performed utilizing Time and Material Rates.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:
1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.

Proposal #7816 - Western Springs Train Station Def

CENTRAL STATES AUTOMATIC SPRINKLERS, INC
13740 S. California Ave. Blue Island IL 60406
P: (708) 489-9400
License #: FSC0009
Proposal Date: 04-28-2026

Prepared By

Brian Karner
bkarner@csasinc.com
708-790-2004

Prepared For

Western Springs Train Station
914 Burlington Ave Western Springs IL 60558-1569
William Tomczyk
wtomczyk@wsprings.com
708-522-7120

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 6th N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Replace outdated Pressure Gauge - To be completed with next years annual inspection.	1.0	$90.00	$90.00
Total Amount			$90.00

Exclusions

Overtime Labor is not included.
This proposal does not cover any repairs that may arise during this work.
If all items are not selected, work may be performed utilizing Time and Material Rates.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:
1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.
2. This Authorization is for Service Repair, Inspection or Testing only.
3. CSAS may enter Subscriber's premises at all reasonable times to perform the requested Service Repair, Inspection or Testing.
4. CSAS has no knowledge to determine whether the existing fire protection system(s) was originally designed and installed in such a way that the System will perform as originally intended or is suitable for it intended purpose given the way in which the property has been or will be used. In other words, the property has been or may be used in ways such that the configuration of partition walls, the location of any type of materials (including the presence of hazardous materials) and other conditions of the property's use are such that the fire protection system is inadequate, insufficient or unsuitable for the property.
5. While CSAS will make reasonable efforts to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Subscriber's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and accepts all liability associated there with. Subscriber is responsible to prevent icing due to water being discharged from the system during freezing weather conditions.
6. LIMITATION OF LIABILITY: It is understood and agreed as follows:
6.1 CSAS is not liable for repairing and/or replacing any existing fire protection equipment due to the necessary operation of equipment in order to perform the requested Service Repair, Inspection or Testing.
6.2 CSAS is not liable for the System design and/or its ability to avert or prevent occurrences or the consequences there from which the

Proposal #7824 - Western Springs Grand Avenue Community Center Def

CENTRAL STATES AUTOMATIC SPRINKLERS, INC
13740 S. California Ave. Blue Island IL 60406
P: (708) 489-9400
License #: FSC0009
Proposal Date: 04-28-2026

Prepared By

Brian Karner
bkarner@csasinc.com
708-790-2004

Prepared For

Western Springs Grand Avenue Community Center
4211 Grand Ave Western Springs IL 60558-1435
William Tomczyk
wtomczyk@wsprings.com
708-522-7120

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 6th N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Survey sprinkler system, perform flow test and perform hydraulic calculations. Using this information provide a Hydraulic Placard.	1.0	$2,850.00	$2,850.00
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	$570.00	$570.00
Perform 5th year Internal Pipe Obstruction Investigation	2.0	$670.00	$1,340.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	$550.00	$550.00
Remove and replace (4)-25 year old Quick Response Sprinklers. Send Sprinklers to UL to be tested for proper operation. Formal reports with results to follow.	1.0	$1,000.00	$1,000.00
Remove and replace four (4)-10 year old Dry Sprinklers. Send the removed sprinklers to UL to be tested for proper operation. Provide report of test results.	1.0	$1,800.00	$1,800.00
Perform 5th year internal Check Valve Inspection	1.0	$440.00	$440.00
Replace outdated Pressure Gauge	3.0	$90.00	$270.00
Perform 3rd year air leakage test	1.0	$395.00	$395.00
Perform 3rd year Full Flow Trip Test. This will be performed on Time and Material Rates. Price provided is only an estimate.	1.0	$850.00	$850.00
Total Amount			$10,065.00

Exclusions

Proposal #7818 - Western Springs Recreation Center Def

CENTRAL STATES AUTOMATIC SPRINKLERS, INC
13740 S. California Ave. Blue Island IL 60406
P: (708) 489-9400
License #: FSC0009
Proposal Date: 04-28-2026

Prepared By

Brian Karner
bkarner@csasinc.com
708-790-2004

Prepared For

Western Springs Recreation Center
1500 Walker St Western Springs IL 60558-1374
William Tomczyk
wtomczyk@wsprings.com
708-522-7120

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 3rd N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	$570.00	$570.00
Perform 5th year Internal Pipe Obstruction Investigation	2.0	$670.00	$1,340.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	$550.00	$550.00
Perform 5th year internal Check Valve Inspection	1.0	$440.00	$440.00
Replace outdated Pressure Gauge	2.0	$90.00	$180.00
Total Amount			$3,080.00

Exclusions

Overtime Labor is not included.
This proposal does not cover any repairs that may arise during this work.
If all items are not selected, work may be performed utilizing Time and Material Rates.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:
1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.
2. This Authorization is for Service Repair, Inspection or Testing only.
3. CSAS may enter Subscriber's premises at all reasonable times to perform the requested Service Repair, Inspection or Testing.
4. CSAS has no knowledge to determine whether the existing fire protection system(s) was originally designed and installed in such a way that the System will perform as originally intended or is suitable for it intended purpose given the way in which the property has been or will

Proposal #7820 - Western Springs South Fire Station Def

CENTRAL STATES AUTOMATIC SPRINKLERS, INC
13740 S. California Ave. Blue Island IL 60406
P: (708) 489-9400
License #: FSC0009
Proposal Date: 04-28-2026

Prepared By

Brian Karner
bkarner@csasinc.com
708-790-2004

Prepared For

Western Springs South Fire Station
5501 Grand Ave Western Springs IL 60558
William Tomczyk
wtomczyk@wsprings.com
708-522-7120

Scope Of Work

Perform necessary repairs for Deficiencies noted during your April 9th N.F.P.A 25 Fire Sprinkler Inspection. Work to be performed M-F 6 AM - 3 PM. Please contact us with any questions.

Description	Quantity	Unit Price	Total
Survey sprinkler system, perform flow test and perform hydraulic calculations. Using this information provide a Hydraulic Placard.	1.0	$2,850.00	$2,850.00
Perform 5-year hydrostatic pressure test or 5-year internal inspection for FDC piping less than 10 feet in length.	1.0	$570.00	$570.00
Perform 5th year Internal Pipe Obstruction Investigation	1.0	$670.00	$670.00
Take inventory of sprinkler heads required in spare sprinkler cabinet. Use this information to generate a sprinkler list for the spare sprinkler cabinet.	1.0	$550.00	$550.00
Perform 5th year internal Check Valve Inspection	1.0	$440.00	$440.00
Replace outdated Pressure Gauge	1.0	$90.00	$90.00
Rental of an Aerial Scissors Lift	1.0	$875.00	$875.00
Total Amount			$6,045.00

Exclusions

Overtime Labor is not included.
This proposal does not cover any repairs that may arise during this work.
If all items are not selected, work may be performed utilizing Time and Material Rates.

TERMS AND CONDITIONS

CSAS and Subscriber acknowledge and agree as follows:
1. Full and final responsibility for the condition and operation of the System lies with the Subscriber.

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 10, 2026

AGENDA ITEM 12.C.

To: Board of Trustees
From: Diana Puga, Municipal Services Coordinator
CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager
RE: Waive the Competitive Bidding Process and Approve a Contract (PW1925) through Omnia Partners with Garland/DBS Inc. for Roofing Supplies and Services (Omnibus Item)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on July 29, 2026, and recommended waiving the competitive bidding process and approving a contract through Omnia Partners with Garland/DBS Inc. for roofing supplies and services.

Summary

The Village budgeted for roofing repairs at Village Hall, the Historic Tower, Public Works, and Fire Station 2 (South Fire Station). To assist with the preparation of the specifications for the roofing repairs, and for the purchase of roofing materials, Village staff are recommending a waiver of the competitive bidding process and approval of a contract with Garland/DBS Inc. for roofing supplies and services through Omnia Partners Purchasing Cooperative Contract #PW1925. The contract was originally awarded in 2019 and expired in 2024, an extension was then granted a renewal through October 14, 2029.

Garland/DBS Inc., has both assisted staff previously in the preparation of bid documents and has performed roof repairs at various Village facilities. Staff anticipates bidding the labor and installation for the project and will present bid results during the September board cycle.

Financial Impact

Recommended Motion

I move to approve waiving the competitive bidding process and approve a contract through Omnia Partners with Garland/DBS Inc. for roofing supplies and services.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Resolution No. 26-____ re Waiving the Competitive Bid Process and Approving Contract with Garland DBS Inc for Roofing Supplies a
2. Omnia Partners Executive Summary- Garland Roofing Materials and Services
3. Amendment 1 - Garland Roofing Materials and Services
4. Contract Awarding - Garland Roofing Materials and Services

DRAFT 08.10.2026
RESOLUTION NO. 26-????

VOTE: _____
AYES:_____
NAYS:_____
ABSENT:_____
ABSTAIN:_____
DATE: August 10, 2026
OTHER: 2/3 Majority Vote Required.

A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BID PROCESS IN FAVOR OF PARTICIPATION IN A JOINT PURCHASING COOPERATIVE AND AUTHORIZING THE APPROVAL AND EXECUTION OF OMNIA PARTNERS CONTRACT WITH GARLAND/DBS, INC., OF CLEVELAND, OHIO FOR ROOFING SUPPLIES AND SERVICES.

WHEREAS, the Village of Western Springs (the "Village") desires to waive the competitive bidding process in favor of participation in the OMNIA Partners joint purchasing cooperative under Contract #PW1925 and approve and execute an agreement with Garland/DBS, Inc., of Cleveland, Ohio for Roofing Supplies and Services (the "Services") in accordance with the fee schedule and terms, conditions and provisions set forth in the Agreement ("Agreement"). A copy of the Agreement is attached hereto as **Exhibit "A"** and made a part hereof; and; and

WHEREAS, the OMNIA Partners (Cooperative Purchasing Organization) and Garland/DBS, Inc. have solicited a national competitive contactor proposals under the Illinois Job Order Contracting Program (JOC) for Roofing Supplies and Services, Waterproofing, and Related Products and Services and determined that the best contractor solution for the Roofing Repairs Project and the most competitive pricing proposal was Garland/DBS, Inc. of Cleveland, Ohio (the "Contractor"); and

WHEREAS, at an open public meeting held on August 4, 2026, the Village's Properties and Recreation Committee ("Committee") reviewed and discussed 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 August 10, 2026, the President and Board of Trustees of the Village reviewed and discussed the Project, the Agreement and Committee's recommendation, and received input from the Village staff and provided an opportunity for public input. At its August 10, 2026 meeting, the President and Board of Trustees accepted the Committee's recommendation to approve and authorize the services related to the HVAC Controls Upgrade Project; and

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

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities

Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220), to enter into the Agreement, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to enter into the Agreement.

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

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

Section 2: Approval of Bid Waiver and Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the waiver of the competitive bidding process and approve and authorize the Agreement, substantially in the form attached hereto as **Group Exhibit "A"** and made a part hereof, which may contain certain non-substantive and non-financial modifications that are approved by the Village attorney. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Agreement, and such other instruments and 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 of Western Springs appropriate and authorize the expenditure of funds from the Village Capital Fund and/or such other available Village funds to pay 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 Agreement.

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

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 10th day of August, 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

Group Exhibit "A"

AMENDMENT NO.1 FROM GARLAND/DBS, INC., OF CLEVELAND, OHIO CONTRACT FOR ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES UNDER OMNIA PARTNERS CONTRACT #PW1925

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 26-_____

A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BID PROCESS IN FAVOR OF PARTICIPATION IN A JOINT PURCHASING COOPERATIVE AND AUTHORIZING THE APPROVAL AND EXECUTION OF OMNIA PARTNERS CONTRACT WITH GARLAND/DBS, INC., OF CLEVELAND, OHIO FOR ROOFING SUPPLIES AND SERVICES.

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 10th day of August, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 10th day of August, 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 August 2026.

_____
Edward Tymick, Village Clerk

SEAL

ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019

Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: Invitation for Bid #PW1925

IFB Issued: August 7, 2019

Pre-Bid Date: August 15, 2019

Bids Due: September 9, 2019

Bids Received: 2

Awarded to: Garland/DBS, Inc.

Racine County, Wisconsin issued IFB #PW1925 on August 7, 2019 to establish a national cooperative contract for Roofing Supplies and Services, Waterproofing, and Related Products and Services contract.

The solicitation included cooperative purchasing language in Section B. Terms and Conditions, item 5. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment B – National Cooperative Contract to be Administered by OMNIA Partners, intends to partner with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment B – National Cooperative Contract to be Administered by OMNIA Partners contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County, WI website
- Tallahassee Democrat, FL
- Arizona Business Gazette, AZ
- Desert News, UT
- Helena Independent Record, TN
- Houston Community Newspapers, Cy Creek Mirror, TX
- Montgomery Advertiser, AL
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- OMNIA Partners, Public Sector website
- Times Union, NY
- Daily Journal of Commerce, OR
- Herald-News, City of Joliet, Illinois
- Honolulu Star-Advertiser, HI
- Las Vegas Review-Journal, NV
- New Jersey Herald, NJ
- San Bernardino Sun, CA
- The Advocate – New Orleans, LA

- USA Today, nationwide

On September 9, 2019 bids were received from the following:

- CentiMark Corporation
- Garland/DBS, Inc.

Garland/DBS, Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on August 30 2019 by the Racine County Commissioners, approved the contract award. The contract was executed on September 27, 2019 with an effective date of October 15, 2019.

Contract includes:

- Roofing supplies and services, waterproofing, and related products and services.

Term:

- October 15, 2019 to October 14, 2024 with 1 additional 5-year term.

Pricing/Discount:

- Price as stated for all schedules included in the Project Manual.

ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019

AMENDMENT NO. ONE (1)

This Amendment No. One is effective June 1, 2020 and is to modify the ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Garland/DBS, Inc., 3800 East 91st Street, Cleveland, Ohio 44105 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on September 27, 2019 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. **WORK:**

   To add products previously unavailable at the time of bid, the County agrees to Contractor making the below items available in the Contract that are within the initial scope of the Contract:

   - Product #771-5, Clean-Shield
   - Product #1750-5, Clear- Shield
   - Product #7775-10, D7 – 10 Gallon Kit
   - Product #7775-30, D7 – 30 Gallon Kit
   - Product #7775-4, D7 – 4 Gallon Kit

   Details of the above products are provided in Attachment A of this Amendment No. One.

2. **PRICE:**

   The County agrees to the following prices of the products added to the Contract:

Details of the above product pricing are provided in Attachment A of this Amendment No. One.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

BY: _____

Jonathan Delagrave
Racine County Executive

DATE: 06-20-2020

BY: _____

Wendy M. Christensen
Racine County Clerk

DATE: 6/3/2020

6/5/2020

GARLAND/DBS Inc.

BY: _____

DATE: 06/01/2020

FRANK A. PERCIACIANTE
CONTROLLER + AUTHORIZED SIGNER

Date 06-17-2020
Certified to be correct as to form
By _____
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR

_____ 6/2/2020
Sign Date

ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019

AMENDMENT NO. ONE (1)

Attachment A

Product #	Product Name	Description	Coverage Rate	Unit Size Price	1% Discount Per OMNIA Partners Contract through Racine County	OMNIA Partners Contract Price
771-5	Clean-Shield	Heavy Duty Non-Toxic Concrete and Masonry Clean - 5 Gallon Pail	(Reference Data Sheet)	[redacted]		
1750-5	Clear-Shield	Clear Acrylic Solution Designed to Protect a Roof's Existing Surface	gal (Reference Data Sheet)			
7775-10	D7 - 10 Gallon Kit	Antimicrobial Disinfectant and Chemical Decontaminant, 3-Part Kit	Gallon Depending on Application (Reference Data Sheet)			
7775-30	D7 - 30 Gallon Kit	Antimicrobial Disinfectant and Chemical Decontaminant, 3-Part Kit	Gallon Depending on Application (Reference Data Sheet)			
7775-4	D7 - 4 Gallon Kit	Antimicrobial Disinfectant and Chemical Decontaminant, 3-Part Kit	Gallon Depending on Application (Reference Data Sheet)			

Duane McKinney
Purchasing Coordinator
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763
duane.mckinney@racinecounty.com

September 23, 2019

Mr. Frank Percaciante
Mr. Matt McDermott
Garland/DBS
3800 East 91st Street
Cleveland, OH 44105

Dear Mr. Percaciante and Mr. McDermott:

On behalf of Racine County, I would like to formally congratulate Garland/DBS on being selected to provide Roofing Supplies and Services, Waterproofing and Related Products and Services for Racine County and other municipal governments and local public agencies.

Racine County is in the process of preparing a contract to be signed by the required representatives of Racine County and Garland/DBS. Shortly, a draft contract will be forwarded for your review. Upon completion, the final contract will be forwarded for your signature.

Again, congratulations on the award.

If you have any questions, please feel free to contact me at (262) 636-3700.

Sincerely,

Duane McKinney
Purchasing Coordinator

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 10, 2026

AGENDA ITEM 12.D.

To: Board of Trustees
From: Casey Biernacki, Deputy Village Manager
CC: Ellen Baer, Village Manager, Nancy Flores, Interim Director of Recreation
RE: Independent Contractor Agreements with Kensington School, Mattix Music, Premier Illinois, Jo's Footwork, and Montessori School of Western Springs (Omnibus Item)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on July 29, 2026, and recommended the approval of the proposed Independent Contractor Agreements between the Village of Western Springs and the Kensington School of Western Springs, Inc., Mattix Music Inc., DBA Mattic Music Studio, Montessori School of Western Springs, and Right Foot Productions, LLC DBA Jo's Footwork Studio, and Premier IL.

Summary

In 2025, the Village of Western Springs established one-year independent contractor agreements with the entities listed below. These contractors provide essential, well-loved, services and programming to residents of Western Springs and neighboring communities. Independent contractor agreements have been in place with these entities, or similar entities, for over a decade. Staff utilized the last year to update the agreement language, adjust square footage pricing, and developed an exhibit outlining the exact areas being utilized by each contractor.

- Kensington School of Western Springs, Inc.
- Grand Avenue Preschool and Daycare (Premier IL)
- Right Foot Productions, LLC DBA Jo's Footwork Studio
- Mattix Music Inc., DBA Mattic Music Studio
- Montessori School of Western Springs
- The Western Springs Historical Society

Staff is proposing that a separate agreement with the Western Springs Historical Society (WSHS) be developed, which more closely considers the partnership between both agencies. The Historical Society provides an essential service to the community that would otherwise be provided by the Village. They are an all-volunteer group primarily located in a single room on the second floor of the Grand Avenue Community Center, where the store a growing collection of historical records. They also manage and maintain the Tower Museum, Ekdahl House, and the annual House Walk. The Downers Grove Park District and the City of Elmhurst both manage

their own historical societies, with annual operating costs averaging at $350,000. The WSHS has agreed to maintain the terms of the 2025 agreement while a new agreement is considered.

The five (5) proposed agreements outline economic and non-economic provisions, allowing each contractor to utilize space in the Recreation Center and/or the Grand Avenue Community Center. All existing agreements expire on June 30, 2026. The combined proposed agreements will generate an annual revenue of $632,103.54 in Year 1, with a built-in 2% increase each contract year. The annual revenue for the existing agreements is $586,408.32. The agreements have been signed by each contractor, minus Premier IL, who have indicated they are verbally in agreement and will provide a signed copy ahead of the Board Meeting.

The new agreements are for a five (5) year term, renewed annually, and allow either party to terminate the agreement with notice.

Financial Impact

The FY 2026 budget includes revenue projections for the existing agreements. If approved, the proposed agreements would provide increased revenues for the year providing important funds for facility upkeep.

Recommended Motion

I move to approve the Independent Contractor Agreements between the Village of Western Springs and the Kensington School of Western Springs, Inc., Mattix Music Inc., DBA Mattic Music Studio, Montessori School of Western Springs, and Right Foot Productions, LLC DBA Jo's Footwork Studio, and Premier IL.

Strategic Plan Alignment

- Financial Sustainability

File Attachments

1. Independent Contractor Agreement For Mattix
2. Independent Contractor Agreement For MONTESSORI
3. Independent Contractor Agreement For Premier IL - 2026 (DRAFT)
4. Independent Contractor Agreement for JO's
5. Independent Contractor Agreement For KENSINGTON
6. Resolution No. 26-_____ re Renewal of Independent Contractor Agreements (Kensington Premier Preschool Jos Footwork and Montesso (BOT Appr. 8.10.26) (

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MATTIX MUSIC INC., DBA MATTIX MUSIC STUDIO AND THE VILLAGE OF WESTERN SPRINGS
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For
One Year Terms For July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029,
And July 1, 2029 To June 30, 2030-)

This **INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter known as "Agreement") is made by and between the VILLAGE OF WESTERN SPRINGS (hereinafter known as the "Village"), an Illinois municipal corporation, with offices at 740 Hillgrove Avenue, Western Springs, Illinois, and MATTIX MUSIC INC., DBA MATTIX MUSIC STUDIO an Illinois Corporation, with offices at 4211 Grand Avenue, Western Springs, Illinois (hereinafter known as the "Contractor" or "Corporation"). The Village and the Contractor are at times referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Village has determined that it can provide certain supplemental high quality recreational, educational or cultural services desired by its residents by establishing said services as a part of the recreation program of the Village; and

WHEREAS, the Contractor is qualified and desires to provide the following high quality recreational, educational or cultural services on the terms set forth below: preschool and daycare (the "program" or the "Services"); and

WHEREAS, the Village is 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.

NOW, THEREFORE, BE IT AGREED THAT:

1. **INDEPENDENT CONTRACTOR**: The Village agrees to utilize the Contractor as an independent contractor to provide the Services described herein, and the Contractor agrees to provide such Services.

2. **TERM; MONTHLY CHARGES**: Unless terminated in accordance with the provisions of this Agreement, the term of this Agreement (the "Term" or "Renewal Term") shall be as follows:

   (1) **Initial Term 2026-2027:** Term 2026-2027 shall commence on July 1, 2026 and end on June 30, 2027, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C".**

   (2) **Term 2027-2028:** Unless written notice of non-renewal is provided either party to the other on or before March 1, 2027, Term **2027-2028** shall commence on July 1, 2027 and end on June 30, 2028, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C"**.

   (3) **Term 2028-2029:** Unless written notice of non-renewal is provided either party to the other on or before March 1, 2028, Term **2028-2029** shall commence on July 1, 2028 and end on June 30, 2029, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C"**.

   (4) **Term 2029-2030:** Unless written notice of non-renewal is provided either party to the other on or before March 1, 2029, Term **2029-2030** shall commence on July 1, 2029 and end on June 30, 2030, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C".**

(5) **GROUP EXHIBIT "C" Renewal Terms.** The Monthly Charges for each of the Renewal Terms are subject to an annual, automatic increase of two percent (2.0%), as set forth in attached **GROUP EXHIBIT "C"**, unless otherwise agreed to in writing by the Parties. If the Contractor provides written notice of non-renewal to the Village on or before March 1 during any Term, then the Contractor agrees to terminate occupancy, remove its property, and deliver the space to the Village on the last date of that Term in accordance with the provisions of this Agreement.

3. **LOCATION**: The Village, after appropriate consultation with the Contractor, shall offer the program at the Grand Avenue Community Center, 4211 Grand Avenue, Western Springs, Illinois, in the space owned by the Village and outlined in **EXHIBIT "A"** attached hereto. Nothing shall be stored or kept outside of the designated space. The Village reserves the right to remove and dispose of any items:

(1) Use of Extra Space

On an annual basis, the Village, in its sole discretion, may permit the Contractor to use rooms at the Grand Avenue Community and the Recreation Center, subject to the following terms and conditions.

a. The actual hours of use of the rooms by the Contractor shall be determined by the Village, in its sole discretion. If the rooms are available for use by the Contractor and the Contractor requests to use one or both rooms, the Parties shall agree upon the hours of use and said hours shall be scheduled through the Recreation Department.

b. The Hourly Rate for use of the rooms, and the increases to the Hourly Rate from time to time during the Term of this Agreement, are contained in **GROUP EXHIBIT "C"** attached hereto.

c. Any space identified by the Village to have been used by the Contractor without permission will be subject to the cost of using that space on a per square footage basis based on the then current per square footage for surplus space as then in effect, plus an additional fine of $5.00 per square foot.

4. **CONTRACTOR RESPONSIBILITIES**: The scope of the Contractor's program activities and responsibilities shall be set forth in **EXHIBIT "B"** attached hereto, and the Contractor agrees to pay the Monthly Charges and Supplementary Charges to the Village in accordance with **GROUP EXHIBIT "C"** attached hereto.

5. **VILLAGE RESPONSIBILITIES**: The Village agrees to provide, at its expense, the following:

(1) All heat, air conditioning, light, water, and snow removal for the building, parking lots and sidewalks; building and landscape maintenance, repairs and cleaning; and janitorial services for all common areas in the building;
(2) Equipment (except for safety equipment provided by the Contractor under **EXHIBIT "B")** for the program or modifications to the building, title to which shall remain with the Village;
(3) Insurance on the building and all Village equipment used in the program;

(4) Publicity for the program in the Recreation brochure in the form of the agency logo and name;
(5) Off-street parking for the Contractor's employees and supervisory personnel, and off-street drives for the pick-up and delivery of users of the recreation program; and

6. **VILLAGE AND CONTRACTOR RESPONSIBILITIES**: Prior to commencement of the program, and from time to time as requested by either Party, the Village and the Contractor agree to consult one another in connection with:

(1) Achievement of program goals;
(2) Personnel matters, including hiring of qualified employees by Contractor;
(3) Replacement, repairs or additions to equipment needed for the program;
(4) Scheduling of the use of the building's common areas, as needed, from time to time by the program. All other building areas are not to be used unless otherwise authorized by the Village
(5) Any other matters concerning the program, including without limitation the Contractor's implementation of safety practices and use of safety equipment (e.g., safety goggles, gloves, smocks, mats, etc.) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of the program participants, the instructors, the public, and the building and its fixtures and equipment; and
(6) The attendance at regular meetings. Both Parties will attend meetings on a regular basis, as needed, to review emergency procedures, safety concerns and modifications to the program to comply with changes in the law imposing additional duties and responsibilities on the Village, on the Contractor, or on the recreational program.
(7) The Village must be notified of any communicable diseases or parasites (i.e. lice) as soon as the Contractor becomes aware.

7. **FEES FOR SERVICES**: Fees to be charged by the Contractor for its Services under this Agreement shall be established by the Contractor, with the advice and consent of the Village, and such consent shall not be unreasonably withheld. All fees received for the program shall be paid to the Contractor, which at its expense agrees to maintain current and accurate records of such fee income.

8. **PRIORITY OF WESTERN SPRINGS RESIDENTS**: Residents of Western Springs will be given first priority in program openings.

9. **RENEWAL**: RENEWAL AFTER TERM 2030: Prior to the termination of this Agreement, during Term 2030, the Contractor and the Village shall meet and discuss extending the Term of this Agreement, with such modifications to any term or condition, allocation or determination of program fees or costs, for a five (5) year period or other agreed to term. If the Parties cannot reach an agreement on the terms of a renewal of this Agreement on or before ninety (90) calendar days prior to the end of Term 2030 of this Agreement, then the Contractor agrees to terminate occupancy, remove its property, and deliver the space to the Village on the date that Term 2025 of this Agreement ends.

10. **FORCE MAJEURE:** Either Party will be excused from the performance of its obligations under this Agreement when and to the extent the non-performing Party's performance is

delayed or prevented by any circumstances beyond the non-performing Party's control, including but not limited to fire, flood, explosion, pandemic, strikes or other labor disputes, acts of God or public emergency, war, rioting, malicious damage, acts or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance (collectively, "Force Majeure"), provided that:

(1) The non-performing Party gives the other Party prompt written notice describing the particulars of Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of Force Majeure;

(2) The excuse of performance is of no greater scope and of no longer duration than is required by Force Majeure;

(3) No obligations of either Party that arose before Force Majeure causing the excuse of performance are excused as a result of Force Majeure; and

(4) The non-performing Party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance will not be excused under this Section for a period in excess of two (2) months, provided that, in extenuating circumstances, the Village, in its sole discretion, may excuse performance for a longer term. Economic hardship of the Contractor or the Village will not constitute Force Majeure.

11. **RESTRICTION ON RECREATION CENTER PARKING LOT**: As the Village Board of Trustees leases the parking lot adjacent to the Recreation Center from the Theatre of Western Springs, this lease agreement contains language which restricts use of the Theatre parking lot when main stage productions take place. The Contractor will honor any and all restrictions on parking as agreed to between the Village and the Theatre of Western Springs.

12. **REAL ESTATE AND OTHER TAXES OR ASSESSMENTS**: The Contractor acknowledges that properties identified in Section 3 above are currently exempt from real estate taxes and assessments. In the event that the property becomes subject to real estate taxes, the Contractor agrees to pay its prorata share of any real estate taxes that are assessed against the property that are specifically attributable to that portion of the property used by the Contractor in conducting its program under the terms of this Agreement. Because real estate taxes are paid a year later than they are assessed, this covenant and condition shall survive the termination of this Agreement and shall remain an obligation of the Contractor. The Contractor has the right to appeal any decision by the Cook County Assessor's Office regarding the real estate taxes, all at its expense. The Contractor shall be responsible for the payment of all income taxes, sales taxes, use taxes, payroll taxes, and any other kind of taxes arising from and relating to the Contractor's activities.

13. **VILLAGE CONTROLS OVER CONTRACTOR'S EMPLOYEES**: The Contractor is responsible for employing individuals used in the Contractor's program; subject, however, to the Village's right, through the Office of the Village Manager, to reject any of the Contractor's proposed employees and to require that such employees not be used in a program. The Village Manager will provide the Contractor, in writing, with the reason(s) for the rejection of any proposed employee. The Village Manager may order the Contractor not to continue to use a particular employee in the program at any time during this Agreement. The Contractor may request a review of the Village Manager's order by the General Government Committee of the Village Board, which review shall take place within two (2) weeks after the requested review is received in writing by the Office of the Village Manager. In the event the Parties cannot reach a mutual

agreement in regard to the hiring of prospective employees or the continued use of particular employees, after good faith efforts at resolving such a dispute have been exhausted, this Agreement may be terminated by either Party.

14. **VILLAGE AND CONTRACTOR INSURANCE REQUIREMENTS**: The Village shall, at its expense, insure the building, improvements to the building made by the Village, and any property owned by the Village located in the building and its contents. The Village is not responsible for loss or damage to any of Contractor's property which is used in the program or located on the premises, or loss of income in the event of fire or other casualty which prevents the program from operating.

As part of the indemnification required by this Agreement, but without limiting the same, the Contractor agrees to carry, during the life of this Agreement, at its expense, comprehensive general liability insurance, including but not limited to coverage for bodily injury, death and property damage written on the comprehensive form, in the amount of $1,000,000 per occurrence and $3,000,000 aggregate, except day care providers which must provide $3,000,000 per occurrence and $10,000,000 aggregate, and $100,000 for property damage per occurrence. The Contractor shall furnish evidence of such insurance prior to the effective date of this Agreement, and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Contractor 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 Contractor's policy or policies of insurance shall specifically recognize and cover the Contractor's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Contractor 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 Contractor's insurance.

All Certificate(s) of Insurance shall contain the following endorsement:

> "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon the Contractor's failure to procure said insurance, the Village shall have the right to terminate this Agreement.

15. **DEFAULT:** Except as otherwise provided in Section 4 and Section 13 above, in the event that either Party fails to perform under this Agreement, the other Party shall notify the non-performing Party of the default, in writing, setting forth the nature of the default. The Party that has failed to perform shall have fifteen (15) calendar days after receipt of the notice to correct such failure or to take substantial steps toward correcting the failure. If, after fifteen (15) calendar days, the default has not been corrected or substantial steps have not been taken to correct the default, the Party serving the notice may then declare this Agreement terminated, at

which time the Contractor shall remove its supplies and equipment from the building immediately and need not perform under this Agreement.

16. **INDEPENDENT CONTRACTOR**: The Contractor is retained by the Village only for the purposes and to the extent set forth in this Agreement, and its relation to the Village shall, during the Term of this Agreement and period of its Services hereunder, be that of an independent contractor. The Contractor shall be free to dispose of such portion of its entire time, energy and skill during regular business hours as it is not obligated to devote hereunder to the Village, in such manner as it sees fit and to such persons, firms or corporations as it deems advisable. The Contractor shall not be considered as having an employee status, nor shall the Village withhold any sums for the payment of income taxes or FICA taxes, nor shall the Contractor be entitled to participate in any plans, 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.

17. **NOTICE**: All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other Party under the terms of this Agreement or any statute shall be in writing. 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.

(a) Notices to Western Springs shall be sent to:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

Phone: (708) 246-1800
Fax: (708) 246-0284

With a copy to:

Anne M. Skrodzki
Village Attorney
Klein, Thorpe and Jenkins, Ltd.
Orland Park , Illinois 60462

Phone: (312) 984-6400
Fax: (312) 984-6444

(b) Notices to Contractor shall be sent to:

Katie Mattix
MATTIX MUSIC INC., DBA MATTIX MUSIC STUDIO
4211 Grand Avenue
Western Springs, Illinois 60558

18. **INDEMNIFICATION**: As a material inducement for the Village to enter into this Agreement, the Contractor agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys,

engineers and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Contractor's operation of the program or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees.

The scope of the Contractor's indemnification shall include, but is not limited to:

(1) Any negligent, tortious or wrongful act or omission of the Contractor, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Contractor, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and

(2) Loss or damage of any kind resulting from the Contractor's failure to comply with any provision of this Agreement, or of any federal, State or local law or regulation applicable to the Contractor.

The Village agrees to defend, indemnify and hold harmless the Contractor, its representatives, officers, agents and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Village's performance of the terms of this Agreement or the Village's acts or omissions in operating those portions of the Grand Avenue Community Center or the Recreation Center not utilized by the Contractor for its program, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Contractor, its representatives, officers, agents and employees.

As a condition of the Village entering into this Agreement, the Contractor agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Contractor or its program, in, on or about that portion of the building described in Section 3 above which is used by the Contractor to conduct its program.

In the event of that any type of personal injury, including death or illness, or any loss, damage or claim or claims occur or arise to the Contractor, its employees or its program participants as a result of the Contractor's use of the space or use of the Grand Avenue Community Center or the Recreation Center under this Agreement, the Contractor shall give immediate written notice thereof to the Village Manager.

19. **CONTRACTOR IMPROVEMENTS**: Prior to making any changes or improvements to any space, the Contractor shall first obtain the Village's written approval, which approval shall not be

unreasonably withheld. Such changes, if any, shall be shown on **EXHIBIT "B"**, which shall be signed by both the Village and the Contractor before the Contractor shall be allowed to make any changes or improvements to the space.

20. **CORPORATE CONTRACTOR**: *(cross out if not applicable)* The Village is entering into this Agreement with the Contractor, an Illinois corporation or limited liability company, based upon the individual representations and assurances of the Corporation's individual shareholders and officers that they will cause the Corporation to perform under this Agreement. If, during the life of this Agreement, the individual or individuals who now own and operate the Contractor sell any part of the business, or their shares of stock of the Corporation, this Agreement shall, at the sole option of the Village, terminate unless prior approval of sale to the purchasers by the Village shall be obtained.

21. **MUTUAL COOPERATION**: The Village and the Contractor agree to fully cooperate, consult and inform each other regarding any and all decisions and activities associated with or having a significant impact on the Contractor's program, to achieve the mutual goals and purposes of operating a high quality recreation program for the Village, its residents and other users of the program.

22. **MECHANIC'S LIEN**: The Contractor will not suffer or permit any mechanic's lien or other such lien to attach to the Subject Property. The Contractor shall save and keep harmless the Village and its property from any such lien or claim therefore, and from any and all cost or expense incurred in connection with any such lien or claim, including attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

23. **PERMITS**: The Contractor shall obtain all necessary permits, licenses, consents and other approvals for the operation of the program.

24. **ASSIGNMENT**: The Contractor shall not assign, sublet, transfer or convey this Agreement to any person or entity without the prior written consent of the Village, which consent shall not be unreasonably withheld. Any transferee or assignee must sign a Rider to this Agreement, prepared by the Village Attorney, that commits him or her to fulfill all of the obligations and responsibilities of the Contractor hereunder, and must show satisfactory evidence that he or she meets the insurance requirements and other terms, conditions and provisions contained herein.

25. **EXECUTION**: This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

26. **ENTIRETY OF AGREEMENT**: This Agreement, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change hereto shall be in writing and approved by the corporate authorities of the Village.

27. **AUTHORITY**: This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each Party. Each of the signatories to this Agreement are the duly authorized representatives of their respective corporate entity, and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the Village's case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives and assigns.

28. **ENFORCEABILITY**: If any provision of this Agreement, or any section, paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law, provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

29. **CHANGE IN LAWS**: The Contractor shall immediately notify the Village of any change in conditions or change in federal, State or local law, or of any other event which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

30. **COMPLIANCE WITH LAWS**: The Contractor certifies as follows:

(1) That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, State and county laws and regulations, and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
(2) That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
(3) That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).
(4) In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, State and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Acts) in the operation of the Services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village.
(5) That it shall comply with all applicable federal and State laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair

wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. Any contracts entered into by the Contractor relating to its use of Village-owned property shall require the Contractor and its subcontractors to comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).

(6) The Contractor also agrees to require any contractor doing construction work or performing professional or consulting Services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.

(7) Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession, and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Contractor acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10).

31. **TIME**: Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

32. **JURISDICTION AND VENUE**: This Agreement provides for Services to be performed within the State of Illinois. Accordingly, 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. 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.

33. **CAPTIONS**: The captions at the beginning of each Section, respectively, are for convenience in locating the context, but are not part of the context.

34. **EXHIBITS**: True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

EXHIBIT "A" - Location of Program
EXHIBIT "B" - Contractor Responsibilities
GROUP EXHIBIT "C" - Monthly Building Charges and Supplementary Monthly Common Area Charges
EXHIBIT "C-1" - Chart #1 (Estimates Hours of Use and Expense)

35. **EFFECTIVE DATE**: After this Agreement has been signed by the Contractor, this Agreement shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this Agreement, which date shall be the date stated below on the signature page 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 Contractor have signed this Agreement. This Agreement shall be in full force and effect as of the date the Village of Western Springs executes this Agreement.

VILLAGE OF WESTERN SPRINGS,

BY:_____

Name:_____
Village President

Date: _____

ATTEST:_____

Name:_____
Village Clerk

Date: _____

Mattix Music Inc., DBA Mattix Music Studio, an Illinois corporation

BY: K Mattix

Name: Katie Mattix, owner
Authorized Corporate Officer / Partner

Date: June 9, 2026

ATTEST: _____

Name:_____
Secretary

Date: _____

This Agreement was approved by Village Resolution No. dated.

472853_1

EXHIBIT "A"

To Independent Contractor Agreement
Between the Village of Western Springs and MATTIX MUSIC INC., DBA MATTIX MUSIC STUDIO
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

FLOOR PLAN USAGE MAPS FOR GRAND AVENUE AND RECREATION CENTER

EXHIBIT "B"

To Independent Contractor Agreement
Between the Village of Western Springs and MATTIX MUSIC INC., DBA MATTIX MUSIC STUDIO
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

CONTRACTOR RESPONSIBILITIES

The Contractor agrees to organize and operate a high quality recreational, educational or cultural program within a Village recreational or cultural facility. Said program shall be operated as scheduled by the Contractor and approved by the Village, Monday through Saturday from 6:30 a.m. to 10:00 p.m. and Sundays from 10:00 a.m. to 6:00 p.m.

The Contractor shall have the following responsibilities in connection with the operation of its recreational, educational or cultural programming:

a) The Contractor shall be responsible for the activities and supervision of their employees and shall pay the salaries and benefits, if any, to said employees.

b) The Contractor shall provide all supplies and materials as needed for the program. Cleaning and janitorial service for the rooms used by the Contractor shall be arranged by the Contractor, at its expense.

The Contractor, at its expense, shall be responsible for the improvement to dedicated space that are required for their program needs. The Contractor is required to notify the Village at least thirty (30 days) prior to the expected improvement. In some cases, cost sharing may be available if there is a mutual benefit to the improvement.

c) The Contractor, at its expense, shall provide such classroom furniture, shelving, equipment and other such personal property as required to operate the program. Title to such property shall remain with the Contractor, even if such property is attached to the building. Any damages to the building caused by accidents arising out of the Contractor's activities shall be repaid by the Contractor.

d) The Contractor shall establish a curriculum for participants, and shall supply annual reports on the implementation and success of the program to the Village.

e) The Contractor shall be responsible for providing, maintaining and filing, on a timely basis, all program forms, records and reports that may be required by both State and Federal Government, and shall be responsible for meeting the standards for such programs established by the State of Illinois.

f) The Contractor will collect and keep accurate records of attendance, including names, telephone numbers and residence addresses, of all participants.

g) If the Contractor is organized as a corporate entity (as either an Illinois corporation, a limited liability corporation or foreign corporation), then the Contractor, on an annual basis,

shall furnish to the Village a certificate of good standing and an annual report on the Illinois Secretary of State forms. If the Contractor is organized as a partnership or limited liability partnership, or as some variation thereof, the Contractor shall provide the Village with a copy of the partnership agreement, and any amendments thereto, and further shall provide, on an annual basis, a copy of any required State or County registration certificate (e.g., registration under the Assumed Business Name Act, 805 ILCS 405/1 et seq.) pertaining to the partnership.

h) The Contractor shall be responsible for preparing and implementing safety practices and policies in regard to the program and shall provide, at its cost, all necessary safety equipment (e.g., safety goggles, gloves, smocks, mats, etc.) as is reasonably appropriate for the program, to protect the health and safety of the program participants, the instructors, the public, and the building and its fixtures and equipment. The Village, in its discretion, or any regulatory agency, may require at any time that the Contractor implement certain safety procedures or use certain safety equipment or change its safety procedures in order to protect the health and safety of the program participants, instructors, the public, and the building and its fixtures and equipment. **The above required safety practices and policies shall include an Infectious Disease / Pandemic Response-Action Plan that requires compliance with then-current protocols, guidelines and recommendations issued by the pertinent Federal, State and County health and worker safety governmental oversight agencies, such as the Illinois Department of Public Health, the Illinois Department of Labor (Illinois OSHA), the federal Occupational and Safety Health Administration, the Centers for Disease Control and the National Institute of Health.**

i) If the Contractor is a corporate entity, then each shareholder, officer and director, in their corporate capacity only, must guarantee the full and prompt performance of all of the obligations of the Contractor under this Agreement and **EXHIBIT "B"** of this Agreement, and further guarantee the full and prompt payment of the obligations contained in the Insurance Requirements section (Section 14) and the payment of the Monthly Charges set forth in **GROUP EXHIBIT "C"**. If the Contractor is a partnership, then each general partner and limited partner must personally and individually guarantee the full and prompt performance of all of the obligations of the Contractor under the Agreement, and further guarantee the full and prompt payment of the obligations contained in the Insurance Requirements section (Section 14) and the payment of the Monthly Charges set forth in **GROUP EXHIBIT "C"**.

j) The Contractor shall be responsible for the cost of repairs and maintenance and replacement of the kitchen appliances, including the dish washer, refrigerators and small appliances. However any such repair, maintenance or replacement shall be done at the discretion of the Village and shall be owned by the Village.

GROUP EXHIBIT "C"

To Independent Contractor Agreement
Between the Village of Western Springs and MATTIX MUSIC INC., DBA MATTIX MUSIC STUDIO
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

MONTHLY BUILDING CHARGES AND
SUPPLEMENTARY MONTHLY COMMON AREA CHARGES

MATTIX MUSIC INC., DBA MATTIX MUSIC STUDIO

Monthly Charges are calculated on the basis of **$36.05** per square foot of usable space, including an individual assignment of hallway and common area space.

Annual Increase Applicable to Monthly Building and Room Charges: The **$36.05** per square foot charge shall apply during the period July 1, 2026 to June 30, 2023 and has been used to calculate the Monthly Building Charge. For each subsequent term listed below, the Monthly Building and Room Charges shall increase by a factor of two percent (2.0%).

Therefore, for **Term 2026-2027** (between the dates of **July 1, 2026 to June 30, 2027)**, the following Monthly Building Charge will apply:

Monthly Building Charge = **$2,667.64**
Total Annual Cost = **$32,011.63**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.00** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2027-2028:

Monthly Building Charge = **$2,720.99**
Total Annual Cost = **$32,651.86**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.30** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2028-2029:

Monthly Building Charge = **$2,775.41**

Total Annual Cost =**$33,304.90**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.61** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2029-2030:

Monthly Building Charge = **$2,830.92**
Total Annual Cost = **$33,971.00**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.92** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Exhibit C-1

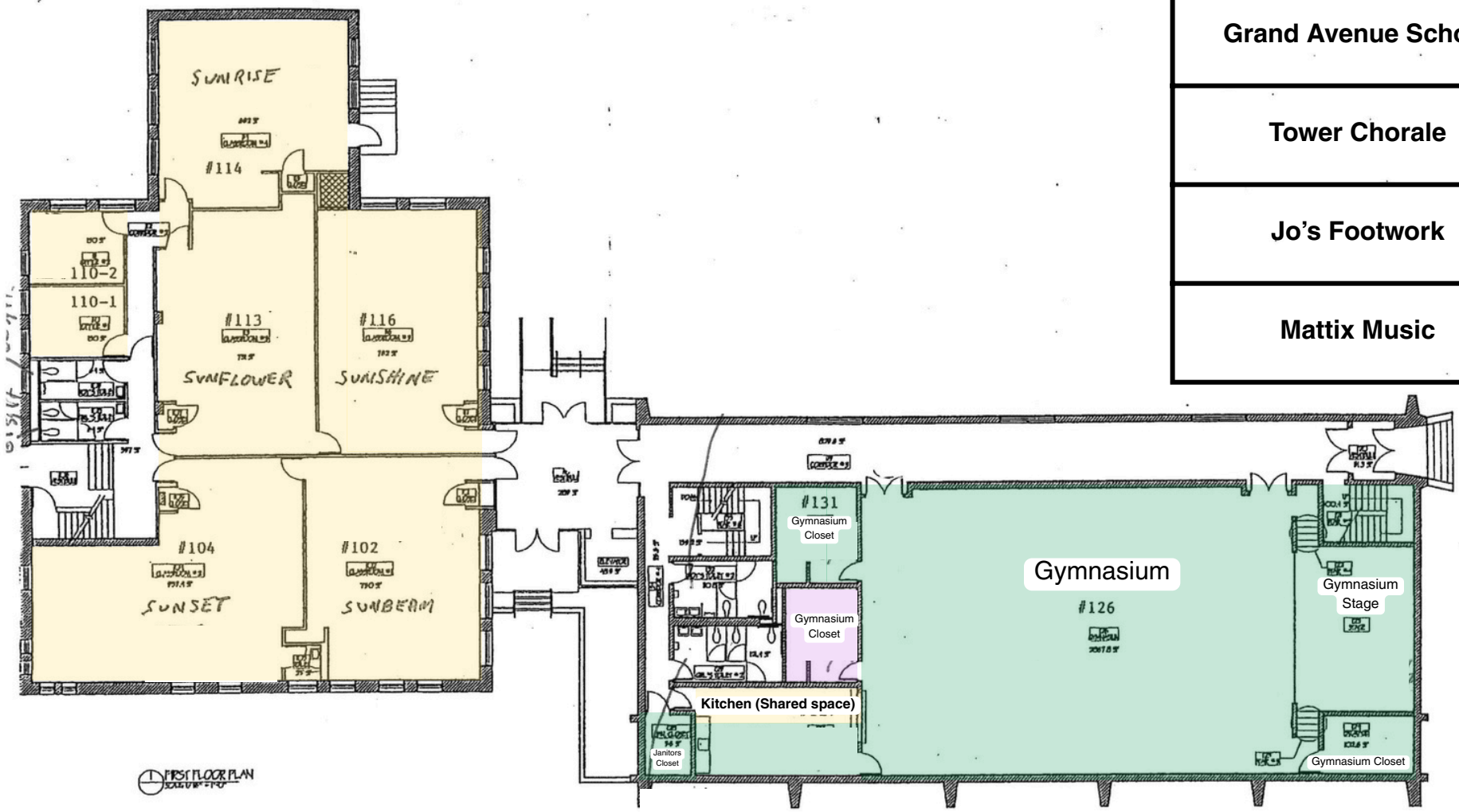
Chart #1

Estimates Hours of Use and Expense

(attached)

Exhibit A - Floor Plan Usage Map
Grand Avenue Community Center Main Floor

Recreation Department	
Grand Avenue School	
Tower Chorale	
Jo's Footwork	
Mattix Music	



HUBBARED AND HUBBARD ARCHITECTS.

JAMES J. BENES & ASSOCIATES, INC.
1755 Park Street, Suite 100, Naperville, Illinois 60563
Tel. (630) 369-7800 · Fax (630) 369-7819

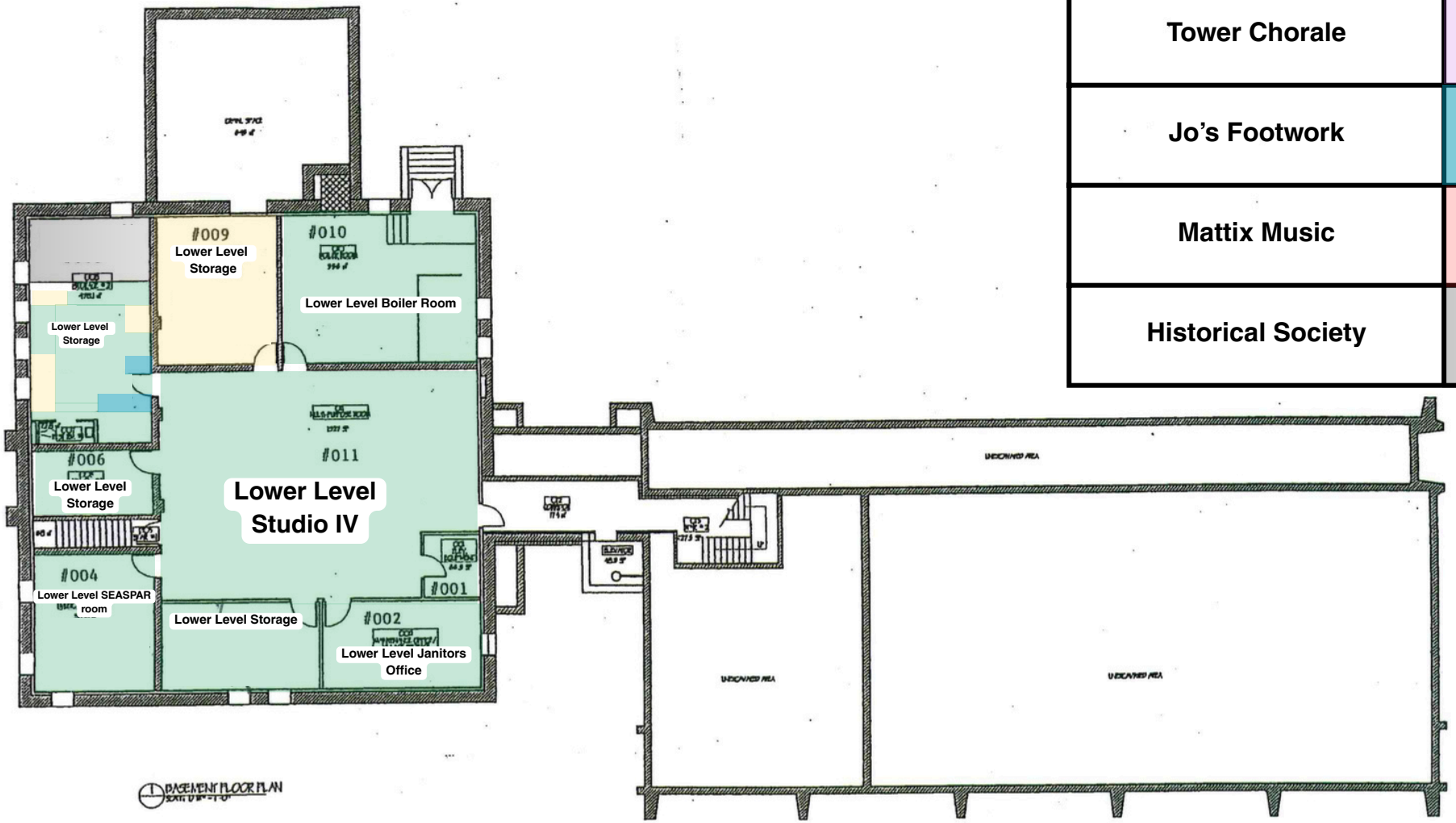
GRAND AVENUE SCHOOL
FIRST FLOOR PLAN

REVISIONS

KEY PLAN

Grand Avenue Community Center Lower Level

Recreation Department	
Grand Avenue School	
Tower Chorale	
Jo's Footwork	
Mattix Music	
Historical Society	



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) BY HUBBARED AND HUBBARD ARCHITECTS.

DATE: FEB 4, 2000
SCALE: 1/16"=1'

JAMES J. BENES & ASSOCIATES, INC.
1755 Park Street, Suite 100, Naperville, Illinois 60563
Tel. (630) 369-7800 · Fax (630) 369-7819

GRAND AVENUE SCHOOL
BASEMENT PLAN

REVISIONS

KEY PLAN

Grand Avenue Community Center Second Floor

Recreation Department
Grand Avenue School
Tower Chorale
Jo's Footwork
Mattix Music
Historical Society

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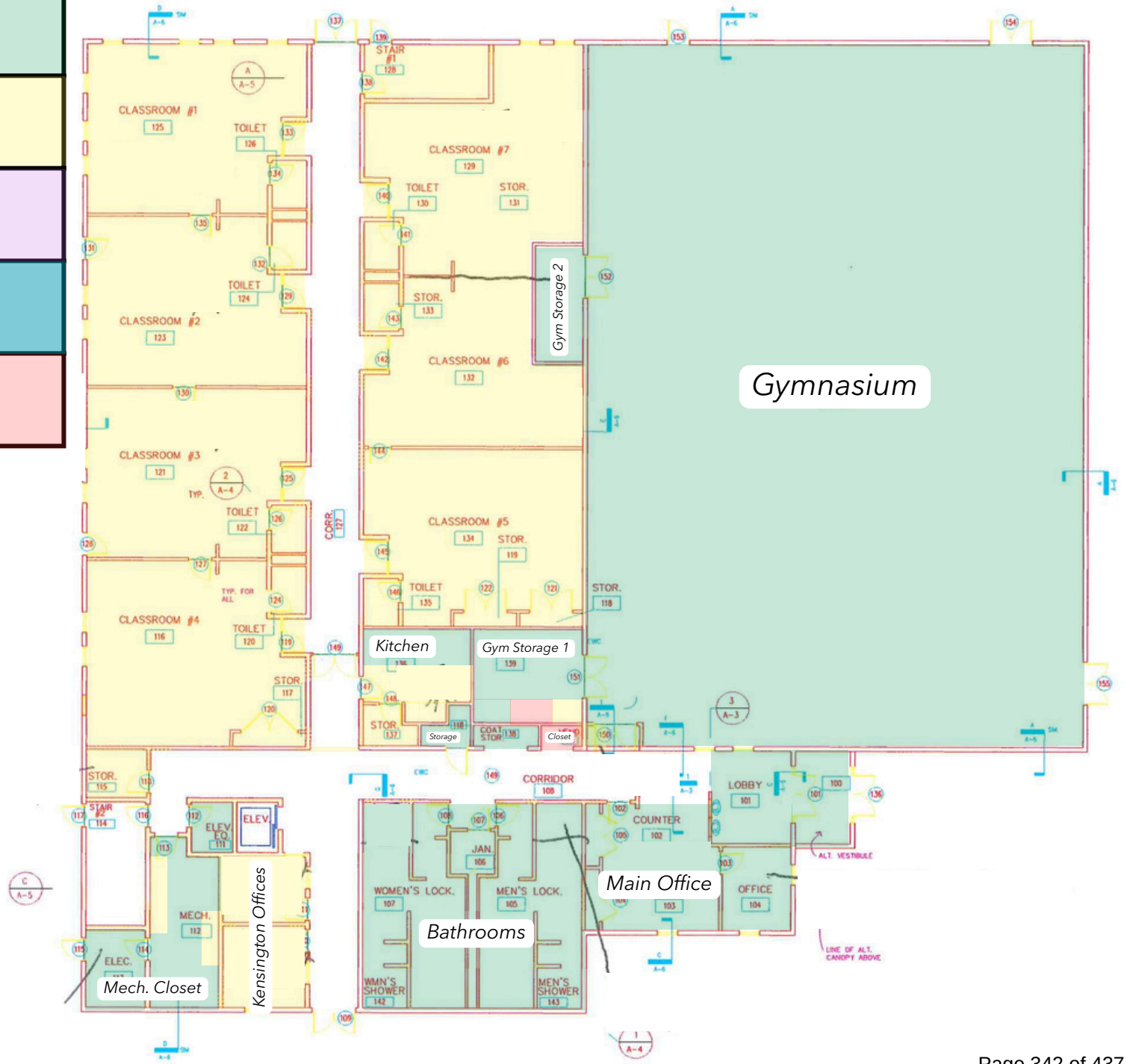
Recreation Center - Main Floor

Recreation Department
Kensington School
Montessori
Jo's Footwork
Spartz Sportz



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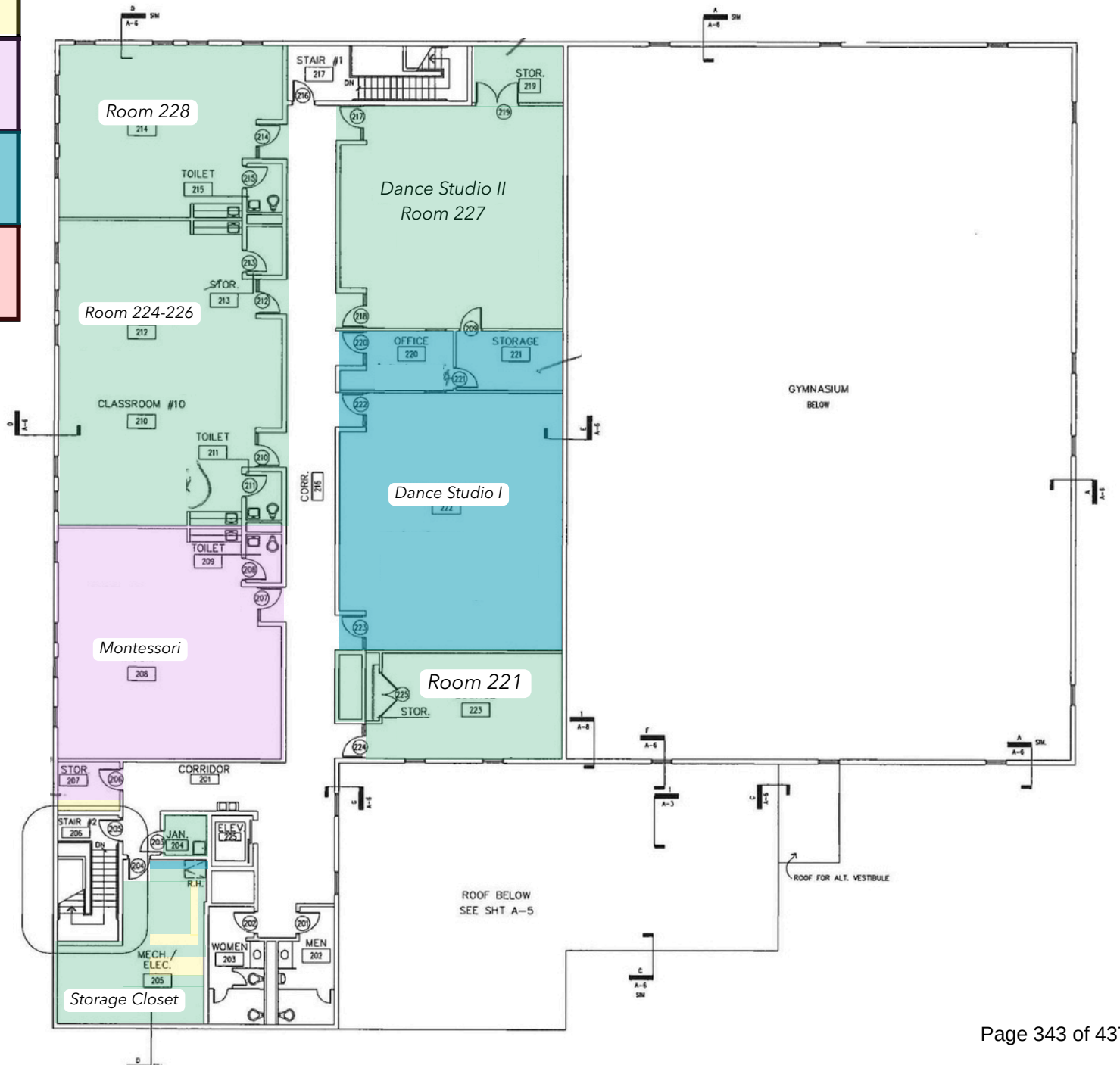
Recreation Center - Second Floor

Recreation Department	
Kensington School	
Montessori	
Jo's Footwork	
Spartz Sportz	



INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MONTESORI SCHOOL OF WESTERN SPRINGS AND THE VILLAGE OF WESTERN SPRINGS
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For
One Year Terms For July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029,
And July 1, 2029 To June 30, 2030-)

This **INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter known as "Agreement") is made by and between the VILLAGE OF WESTERN SPRINGS (hereinafter known as the "Village"), an Illinois municipal corporation, with offices at 740 Hillgrove Avenue, Western Springs, Illinois, and MONTESSORI SCHOOL OF WESTERN SPRINGS an Illinois Corporation, with offices at 743 McClintock Drive, Burr Ridge, Illinois 60527 (hereinafter known as the "Contractor" or "Corporation"). The Village and the Contractor are at times referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Village has determined that it can provide certain supplemental high quality recreational, educational or cultural services desired by its residents by establishing said services as a part of the recreation program of the Village; and

WHEREAS, the Contractor is qualified and desires to provide the following high quality recreational, educational or cultural services on the terms set forth below: preschool and daycare (the "program" or the "Services"); and

WHEREAS, the Village is 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.

NOW, THEREFORE, BE IT AGREED THAT:

1. **INDEPENDENT CONTRACTOR**: The Village agrees to utilize the Contractor as an independent contractor to provide the Services described herein, and the Contractor agrees to provide such Services.

2. **TERM; MONTHLY CHARGES**: Unless terminated in accordance with the provisions of this Agreement, the term of this Agreement (the "Term" or "Renewal Term") shall be as follows:

(1) **Initial Term 2026-2027:** Term 2026-2027 shall commence on July 1, 2026 and end on June 30, 2027, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C".**

(2) **Term 2027-2028:** Unless written notice of non-renewal is provided either party to the other on or before March 1, 2027, Term 2027-2028 shall commence on July 1, 2027 and end on June 30, 2028, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C"**.

(3) **Term 2028-2029:** Unless written notice of non-renewal is provided either party to the other on or before March 1, 2028, Term **2028-2029** shall commence on July 1, 2028 and end on June 30, 2029, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C"**.

(4) **Term 2029-2030:** Unless written notice of non-renewal is provided either party

to the other on or before March 1, 2029, Term **2029-2030** shall commence on July 1, 2029 and end on June 30, 2030, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C".**

(5) **GROUP EXHIBIT "C" Renewal Terms.** The Monthly Charges for each of the Renewal Terms are subject to an annual, automatic increase of two percent (2.0%), as set forth in attached **GROUP EXHIBIT "C"**, unless otherwise agreed to in writing by the Parties. If the Contractor provides written notice of non-renewal to the Village on or before March 1 during any Term, then the Contractor agrees to terminate occupancy, remove its property, and deliver the space to the Village on the last date of that Term in accordance with the provisions of this Agreement.

3. **LOCATION**: The Village, after appropriate consultation with the Contractor, shall offer the program at the Recreation Center, 1500 Walker Street, Western Springs, Illinois, in the space owned by the Village and outlined in **EXHIBIT "A"** attached hereto. Nothing shall be stored or kept outside of the designated space. The Village reserves the right to remove and dispose of any items:

(1) **Use of Extra Space**

On an annual basis, the Village, in its sole discretion, may permit the Contractor to use rooms at the Grand Avenue Community and the Recreation Center, subject to the following terms and conditions.

a. The actual hours of use of the rooms by the Contractor shall be determined by the Village, in its sole discretion. If the rooms are available for use by the Contractor and the Contractor requests to use one or both rooms, the Parties shall agree upon the hours of use and said hours shall be scheduled through the Recreation Department.

b. The Hourly Rate for use of the rooms, and the increases to the Hourly Rate from time to time during the Term of this Agreement, are contained in **GROUP EXHIBIT "C"** attached hereto.

c. Any space identified by the Village to have been used by the Contractor without permission will be subject to the cost of using that space on a per square footage basis based on the then current per square footage for surplus space as then in effect, plus an additional fine of $5.00 per square foot.

4. **CONTRACTOR RESPONSIBILITIES**: The scope of the Contractor's program activities and responsibilities shall be set forth in **EXHIBIT "B"** attached hereto, and the Contractor agrees to pay the Monthly Charges and Supplementary Charges to the Village in accordance with **GROUP EXHIBIT "C"** attached hereto.

5. **VILLAGE RESPONSIBILITIES**: The Village agrees to provide, at its expense, the following:

(1) All heat, air conditioning, light, water, and snow removal for the building, parking lots and sidewalks; building and landscape maintenance, repairs and cleaning; and janitorial services for all common areas in the building;

(2) Equipment (except for safety equipment provided by the Contractor under **EXHIBIT "B")** for the program or modifications to the building, title to which shall remain with the Village;
(3) Insurance on the building and all Village equipment used in the program;
(4) Publicity for the program in the Recreation brochure in the form of the agency logo and name;
(5) Off-street parking for the Contractor's employees and supervisory personnel, and off-street drives for the pick-up and delivery of users of the recreation program; and

6. **VILLAGE AND CONTRACTOR RESPONSIBILITIES**: Prior to commencement of the program, and from time to time as requested by either Party, the Village and the Contractor agree to consult one another in connection with:

(1) Achievement of program goals;
(2) Personnel matters, including hiring of qualified employees by Contractor;
(3) Replacement, repairs or additions to equipment needed for the program;
(4) Scheduling of the use of the building's common areas, as needed, from time to time by the program. All other building areas are not to be used unless otherwise authorized by the Village
(5) Any other matters concerning the program, including without limitation the Contractor's implementation of safety practices and use of safety equipment (e.g., safety goggles, gloves, smocks, mats, etc.) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of the program participants, the instructors, the public, and the building and its fixtures and equipment; and
(6) The attendance at regular meetings. Both Parties will attend meetings on a regular basis, as needed, to review emergency procedures, safety concerns and modifications to the program to comply with changes in the law imposing additional duties and responsibilities on the Village, on the Contractor, or on the recreational program.
(7) The Village must be notified of any communicable diseases or parasites (i.e. lice) as soon as the Contractor becomes aware.

7. **FEES FOR SERVICES**: Fees to be charged by the Contractor for its Services under this Agreement shall be established by the Contractor, with the advice and consent of the Village, and such consent shall not be unreasonably withheld. All fees received for the program shall be paid to the Contractor, which at its expense agrees to maintain current and accurate records of such fee income.

8. **PRIORITY OF WESTERN SPRINGS RESIDENTS**: Residents of Western Springs will be given first priority in program openings.

9. **RENEWAL**: RENEWAL AFTER TERM 2030: Prior to the termination of this Agreement, during Term 2030, the Contractor and the Village shall meet and discuss extending the Term of this Agreement, with such modifications to any term or condition, allocation or determination of program fees or costs, for a five (5) year period or other agreed to term. If the Parties cannot reach an agreement on the terms of a renewal of this Agreement on or before ninety (90) calendar days prior to the end of Term 2030 of this Agreement, then the Contractor agrees to terminate occupancy, remove its property, and deliver the space to the Village on the date that Term 2025 of this Agreement ends.

10. **FORCE MAJEURE:** Either Party will be excused from the performance of its obligations under this Agreement when and to the extent the non-performing Party's performance is delayed or prevented by any circumstances beyond the non-performing Party's control, including but not limited to fire, flood, explosion, pandemic, strikes or other labor disputes, acts of God or public emergency, war, rioting, malicious damage, acts or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance (collectively, "Force Majeure"), provided that:

(1) The non-performing Party gives the other Party prompt written notice describing the particulars of Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of Force Majeure;

(2) The excuse of performance is of no greater scope and of no longer duration than is required by Force Majeure;

(3) No obligations of either Party that arose before Force Majeure causing the excuse of performance are excused as a result of Force Majeure; and

(4) The non-performing Party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance will not be excused under this Section for a period in excess of two (2) months, provided that, in extenuating circumstances, the Village, in its sole discretion, may excuse performance for a longer term. Economic hardship of the Contractor or the Village will not constitute Force Majeure.

11. **RESTRICTION ON RECREATION CENTER PARKING LOT**: As the Village Board of Trustees leases the parking lot adjacent to the Recreation Center from the Theatre of Western Springs, this lease agreement contains language which restricts use of the Theatre parking lot when main stage productions take place. The Contractor will honor any and all restrictions on parking as agreed to between the Village and the Theatre of Western Springs.

12. **REAL ESTATE AND OTHER TAXES OR ASSESSMENTS**: The Contractor acknowledges that properties identified in Section 3 above are currently exempt from real estate taxes and assessments. In the event that the property becomes subject to real estate taxes, the Contractor agrees to pay its prorata share of any real estate taxes that are assessed against the property that are specifically attributable to that portion of the property used by the Contractor in conducting its program under the terms of this Agreement. Because real estate taxes are paid a year later than they are assessed, this covenant and condition shall survive the termination of this Agreement and shall remain an obligation of the Contractor. The Contractor has the right to appeal any decision by the Cook County Assessor's Office regarding the real estate taxes, all at its expense. The Contractor shall be responsible for the payment of all income taxes, sales taxes, use taxes, payroll taxes, and any other kind of taxes arising from and relating to the Contractor's activities.

13. **VILLAGE CONTROLS OVER CONTRACTOR'S EMPLOYEES**: The Contractor is responsible for employing individuals used in the Contractor's program; subject, however, to the Village's right, through the Office of the Village Manager, to reject any of the Contractor's proposed employees and to require that such employees not be used in a program. The Village Manager will provide the Contractor, in writing, with the reason(s) for the rejection of any proposed employee. The Village Manager may order the Contractor not to continue to use a particular employee in the program at any time during this Agreement.

The Contractor may request a review of the Village Manager's order by the General Government Committee of the Village Board, which review shall take place within two (2) weeks after the requested review is received in writing by the Office of the Village Manager. In the event the Parties cannot reach a mutual agreement in regard to the hiring of prospective employees or the continued use of particular employees, after good faith efforts at resolving such a dispute have been exhausted, this Agreement may be terminated by either Party.

14. **VILLAGE AND CONTRACTOR INSURANCE REQUIREMENTS**: The Village shall, at its expense, insure the building, improvements to the building made by the Village, and any property owned by the Village located in the building and its contents. The Village is not responsible for loss or damage to any of Contractor's property which is used in the program or located on the premises, or loss of income in the event of fire or other casualty which prevents the program from operating.

As part of the indemnification required by this Agreement, but without limiting the same, the Contractor agrees to carry, during the life of this Agreement, at its expense, comprehensive general liability insurance, including but not limited to coverage for bodily injury, death and property damage written on the comprehensive form, in the amount of $1,000,000 per occurrence and $3,000,000 aggregate, except day care providers which must provide $3,000,000 per occurrence and $10,000,000 aggregate, and $100,000 for property damage per occurrence. The Contractor shall furnish evidence of such insurance prior to the effective date of this Agreement, and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Contractor 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 Contractor's policy or policies of insurance shall specifically recognize and cover the Contractor's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Contractor 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 Contractor's insurance.

All Certificate(s) of Insurance shall contain the following endorsement:

> "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon the Contractor's failure to procure said insurance, the Village shall have the right to terminate this Agreement.

15. **DEFAULT:** Except as otherwise provided in Section 4 and Section 13 above, in the event that either Party fails to perform under this Agreement, the other Party shall notify the non-performing Party of the default, in writing, setting forth the nature of the default. The Party that has failed to perform shall have fifteen (15) calendar days after receipt of the notice to correct such failure or to take substantial

steps toward correcting the failure. If, after fifteen (15) calendar days, the default has not been corrected or substantial steps have not been taken to correct the default, the Party serving the notice may then declare this Agreement terminated, at which time the Contractor shall remove its supplies and equipment from the building immediately and need not perform under this Agreement.

16. **INDEPENDENT CONTRACTOR**: The Contractor is retained by the Village only for the purposes and to the extent set forth in this Agreement, and its relation to the Village shall, during the Term of this Agreement and period of its Services hereunder, be that of an independent contractor. The Contractor shall be free to dispose of such portion of its entire time, energy and skill during regular business hours as it is not obligated to devote hereunder to the Village, in such manner as it sees fit and to such persons, firms or corporations as it deems advisable. The Contractor shall not be considered as having an employee status, nor shall the Village withhold any sums for the payment of income taxes or FICA taxes, nor shall the Contractor be entitled to participate in any plans, 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.

17. **NOTICE**: All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other Party under the terms of this Agreement or any statute shall be in writing. 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.

(a) Notices to Western Springs shall be sent to:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

Phone: (708) 246-1800
Fax: (708) 246-0284

With a copy to:

Anne M. Skrodzki
Village Attorney
Klein, Thorpe and Jenkins, Ltd.
Orland Park , Illinois 60462

Phone: (312) 984-6400
Fax: (312) 984-6444

(b) Notices to Contractor shall be sent to:

Barbara Marlas
MONTESSORI SCHOOL OF WESTERN SPRINGS
743 McClintock Drive
Burr Ridge, Illinois 60527
Phone: (630) 990-8000

18. **INDEMNIFICATION**: As a material inducement for the Village to enter into this Agreement, the Contractor agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Contractor's operation of the program or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees.

The scope of the Contractor's indemnification shall include, but is not limited to:

(1) Any negligent, tortious or wrongful act or omission of the Contractor, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Contractor, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and

(2) Loss or damage of any kind resulting from the Contractor's failure to comply with any provision of this Agreement, or of any federal, State or local law or regulation applicable to the Contractor.

The Village agrees to defend, indemnify and hold harmless the Contractor, its representatives, officers, agents and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Village's performance of the terms of this Agreement or the Village's acts or omissions in operating those portions of the Grand Avenue Community Center or the Recreation Center not utilized by the Contractor for its program, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Contractor, its representatives, officers, agents and employees.

As a condition of the Village entering into this Agreement, the Contractor agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Contractor or its program, in, on or about that portion of the building described in Section 3 above which is used by the Contractor to conduct its program.

In the event of that any type of personal injury, including death or illness, or any loss, damage or claim or claims occur or arise to the Contractor, its employees or its program participants as a result of

the Contractor's use of the space or use of the Grand Avenue Community Center or the Recreation Center under this Agreement, the Contractor shall give immediate written notice thereof to the Village Manager.

19. **CONTRACTOR IMPROVEMENTS**: Prior to making any changes or improvements to any space, the Contractor shall first obtain the Village's written approval, which approval shall not be unreasonably withheld. Such changes, if any, shall be shown on **EXHIBIT "B"**, which shall be signed by both the Village and the Contractor before the Contractor shall be allowed to make any changes or improvements to the space.

20. **CORPORATE CONTRACTOR**: *(cross out if not applicable)* The Village is entering into this Agreement with the Contractor, an Illinois corporation or limited liability company, based upon the individual representations and assurances of the Corporation's individual shareholders and officers that they will cause the Corporation to perform under this Agreement. If, during the life of this Agreement, the individual or individuals who now own and operate the Contractor sell any part of the business, or their shares of stock of the Corporation, this Agreement shall, at the sole option of the Village, terminate unless prior approval of sale to the purchasers by the Village shall be obtained.

21. **MUTUAL COOPERATION**: The Village and the Contractor agree to fully cooperate, consult and inform each other regarding any and all decisions and activities associated with or having a significant impact on the Contractor's program, to achieve the mutual goals and purposes of operating a high quality recreation program for the Village, its residents and other users of the program.

22. **MECHANIC'S LIEN**: The Contractor will not suffer or permit any mechanic's lien or other such lien to attach to the Subject Property. The Contractor shall save and keep harmless the Village and its property from any such lien or claim therefore, and from any and all cost or expense incurred in connection with any such lien or claim, including attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

23. **PERMITS**: The Contractor shall obtain all necessary permits, licenses, consents and other approvals for the operation of the program.

24. **ASSIGNMENT**: The Contractor shall not assign, sublet, transfer or convey this Agreement to any person or entity without the prior written consent of the Village, which consent shall not be unreasonably withheld. Any transferee or assignee must sign a Rider to this Agreement, prepared by the Village Attorney, that commits him or her to fulfill all of the obligations and responsibilities of the Contractor hereunder, and must show satisfactory evidence that he or she meets the insurance requirements and other terms, conditions and provisions contained herein.

25. **EXECUTION**: This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

26. **ENTIRETY OF AGREEMENT**: This Agreement, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto

relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change hereto shall be in writing and approved by the corporate authorities of the Village.

27. **AUTHORITY**: This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each Party. Each of the signatories to this Agreement are the duly authorized representatives of their respective corporate entity, and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the Village's case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives and assigns.

28. **ENFORCEABILITY**: If any provision of this Agreement, or any section, paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law, provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

29. **CHANGE IN LAWS**: The Contractor shall immediately notify the Village of any change in conditions or change in federal, State or local law, or of any other event which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

30. **COMPLIANCE WITH LAWS**: The Contractor certifies as follows:

(1) That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, State and county laws and regulations, and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
(2) That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
(3) That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).
(4) In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, State and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Acts) in the operation of the Services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village.

(5) That it shall comply with all applicable federal and State laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. Any contracts entered into by the Contractor relating to its use of Village-owned property shall require the Contractor and its subcontractors to comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).

(6) The Contractor also agrees to require any contractor doing construction work or performing professional or consulting Services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.

(7) Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession, and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Contractor acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10).

31. **TIME**: Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

32. **JURISDICTION AND VENUE**: This Agreement provides for Services to be performed within the State of Illinois. Accordingly, 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. 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.

33. **CAPTIONS**: The captions at the beginning of each Section, respectively, are for convenience in locating the context, but are not part of the context.

34. **EXHIBITS**: True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

EXHIBIT "A" - Location of Program
EXHIBIT "B" - Contractor Responsibilities
GROUP EXHIBIT "C" - Monthly Building Charges and Supplementary Monthly Common Area Charges
EXHIBIT "C-1" - Chart #1 (Estimates Hours of Use and Expense)

35. **EFFECTIVE DATE**: After this Agreement has been signed by the Contractor, this Agreement shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this Agreement, which date shall be the date stated below on the signature page 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 Contractor have signed this Agreement. This Agreement shall be in full force and effect as of the date the Village of Western Springs executes this Agreement.

VILLAGE OF WESTERN SPRINGS,
Illinois municipal corporation

BY:_____

Name:_____
Village President

Date: _____

ATTEST:_____

Name:_____
Village Clerk

Date: _____

Montessori School of Western Springs an **INC.,** an Illinois corporation

BY:_____

Name:_____Charles Marlas_____
Authorized Corporate Officer / Partner

Date: __6.17.26_____

ATTEST: _____

Name:____Megan Mantucca_____
Secretary

Date: __6.17.26_____

This Agreement was approved by Village Resolution No. 21-2621 dated May 28, 2021.

472853_1

EXHIBIT "A"

To Independent Contractor Agreement
Between the Village of Western Springs and Montessori School of Western Springs
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

FLOOR PLAN USAGE MAPS FOR GRAND AVENUE AND RECREATION CENTER

EXHIBIT "B"

To Independent Contractor Agreement
Between the Village of Western Springs and Montessori School of Western Springs
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

CONTRACTOR RESPONSIBILITIES

The Contractor agrees to organize and operate a high quality recreational, educational or cultural program within a Village recreational or cultural facility. Said program shall be operated as scheduled by the Contractor and approved by the Village, Monday through Saturday from 6:30 a.m. to 10:00 p.m. and Sundays from 10:00 a.m. to 6:00 p.m.

The Contractor shall have the following responsibilities in connection with the operation of its recreational, educational or cultural programming:

a) The Contractor shall be responsible for the activities and supervision of their employees and shall pay the salaries and benefits, if any, to said employees.

b) The Contractor shall provide all supplies and materials as needed for the program. Cleaning and janitorial service for the rooms used by the Contractor shall be arranged by the Contractor, at its expense.

The Contractor, at its expense, shall be responsible for the improvement to dedicated space that are required for their program needs. The Contractor is required to notify the Village at least thirty (30 days) prior to the expected improvement. In some cases, cost sharing may be available if there is a mutual benefit to the improvement.

c) The Contractor, at its expense, shall provide such classroom furniture, shelving, equipment and other such personal property as required to operate the program. Title to such property shall remain with the Contractor, even if such property is attached to the building. Any damages to the building caused by accidents arising out of the Contractor's activities shall be repaid by the Contractor.

d) The Contractor shall establish a curriculum for participants, and shall supply annual reports on the implementation and success of the program to the Village.

e) The Contractor shall be responsible for providing, maintaining and filing, on a timely basis, all program forms, records and reports that may be required by both State and Federal Government, and shall be responsible for meeting the standards for such programs established by the State of Illinois.

f) The Contractor will collect and keep accurate records of attendance, including names, telephone numbers and residence addresses, of all participants.

g) If the Contractor is organized as a corporate entity (as either an Illinois corporation, a limited liability corporation or foreign corporation), then the Contractor, on an annual basis, shall furnish to the Village a certificate of good standing and an annual report on the Illinois Secretary of State forms. If the Contractor is organized as a partnership or limited liability partnership, or as some variation thereof, the Contractor shall provide the Village with a copy of the partnership agreement, and any amendments thereto, and further shall provide, on an annual basis, a copy of any required State or County registration certificate (e.g., registration under the Assumed Business Name Act, 805 ILCS 405/1 et seq.) pertaining to the partnership.

h) The Contractor shall be responsible for preparing and implementing safety practices and policies in regard to the program and shall provide, at its cost, all necessary safety equipment (e.g., safety goggles, gloves, smocks, mats, etc.) as is reasonably appropriate for the program, to protect the health and safety of the program participants, the instructors, the public, and the building and its fixtures and equipment. The Village, in its discretion, or any regulatory agency, may require at any time that the Contractor implement certain safety procedures or use certain safety equipment or change its safety procedures in order to protect the health and safety of the program participants, instructors, the public, and the building and its fixtures and equipment. **The above required safety practices and policies shall include an Infectious Disease / Pandemic Response-Action Plan that requires compliance with then-current protocols, guidelines and recommendations issued by the pertinent Federal, State and County health and worker safety governmental oversight agencies, such as the Illinois Department of Public Health, the Illinois Department of Labor (Illinois OSHA), the federal Occupational and Safety Health Administration, the Centers for Disease Control and the National Institute of Health.**

i) If the Contractor is a corporate entity, then each shareholder, officer and director, in their corporate capacity only, must guarantee the full and prompt performance of all of the obligations of the Contractor under this Agreement and **EXHIBIT "B"** of this Agreement, and further guarantee the full and prompt payment of the obligations contained in the Insurance Requirements section (Section 14) and the payment of the Monthly Charges set forth in **GROUP EXHIBIT "C"**. If the Contractor is a partnership, then each general partner and limited partner must personally and individually guarantee the full and prompt performance of all of the obligations of the Contractor under the Agreement, and further guarantee the full and prompt payment of the obligations contained in the Insurance Requirements section (Section 14) and the payment of the Monthly Charges set forth in **GROUP EXHIBIT "C"**.

j) The Contractor shall be responsible for the cost of repairs and maintenance and replacement of the kitchen appliances, including the dish washer, refrigerators and small appliances. However any such repair, maintenance or replacement shall be done at the discretion of the Village and shall be owned by the Village.

GROUP EXHIBIT "C"

To Independent Contractor Agreement
Between the Village of Western Springs and Montessori School of Western Springs
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

MONTHLY BUILDING CHARGES AND
SUPPLEMENTARY MONTHLY COMMON AREA CHARGES

MONTESSORI SCHOOL OF WESTERN SPRINGS

Monthly Charges are calculated on the basis of **$36.05** per square foot of usable space, including an individual assignment of hallway and common area space.

Annual Increase Applicable to Monthly Building and Room Charges: The **$36.05** per square foot charge shall apply during the period July 1, 2026 to June 30, 20230 and has been used to calculate the Monthly Building Charge. For each subsequent term listed below, the Monthly Building and Room Charges shall increase by a factor of two percent (2.0%).

Therefore, for **Term 2026-2027** (between the dates of **July 1, 2026 to June 30, 2027)**, the following Monthly Building Charge will apply:

Monthly Building Charge = **$3,172.32**
Total Annual Cost = **$38,067.89**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.00** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2027-2028:

Monthly Building Charge = **$3,235.77**
Total Annual Cost = **$38,829.24**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.30** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2028-2029:

Monthly Building Charge = **$3,300.49**
Total Annual Cost =**$39,605.83**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.61** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2029-2030:

Monthly Building Charge = **$3,366.50**
Total Annual Cost = **$40,397.94**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.92** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Exhibit C-1

Chart #1

Estimates Hours of Use and Expense

(attached)

UPDATED 6.17.26 Independent Contractor Agreement For MONTESSORI

Final Audit Report 2026-06-17

Created:	2026-06-17
By:	Megan Mantucca (mmantucca@kensingtonschool.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgHoH1jsy8akHpv6WZ4EOn6BD7dli_nIG

"UPDATED 6.17.26 Independent Contractor Agreement For MO NTESSORI" History

Document created by Megan Mantucca (mmantucca@kensingtonschool.com)
2026-06-17 - 6:06:43 PM GMT- IP address: 159.242.160.116

Document emailed to Charles Marlas (cmarlas@kensingtonschool.com) for signature
2026-06-17 - 6:07:19 PM GMT

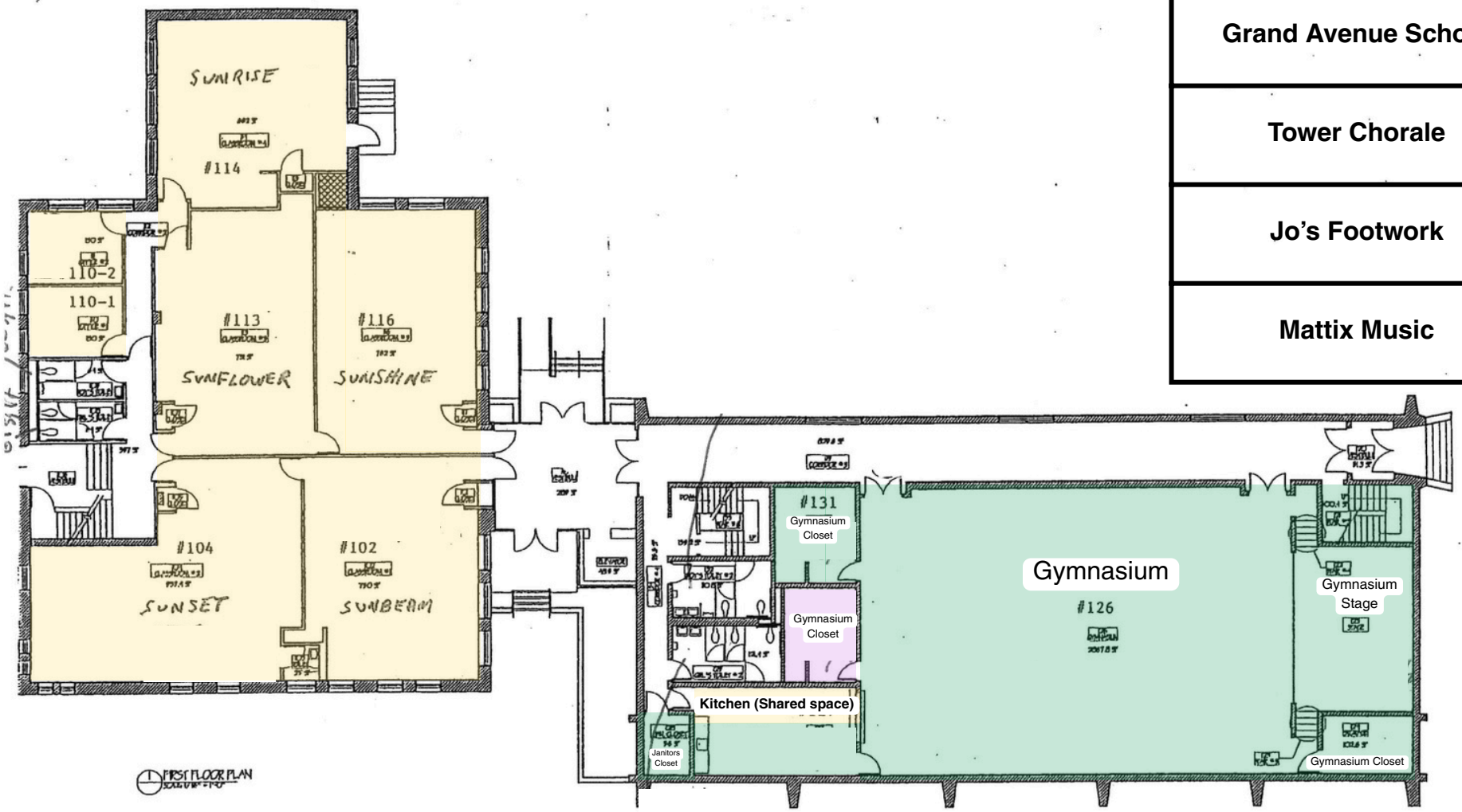
Email viewed by Charles Marlas (cmarlas@kensingtonschool.com)
2026-06-17 - 6:31:31 PM GMT- IP address: 73.50.159.233

Document e-signed by Charles Marlas (cmarlas@kensingtonschool.com)
Signature Date: 2026-06-17 - 6:32:05 PM GMT - Time Source: server- IP address: 73.50.159.233 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-06-17 - 6:32:05 PM GMT

Exhibit A - Floor Plan Usage Map
Grand Avenue Community Center Main Floor

Recreation Department	
Grand Avenue School	
Tower Chorale	
Jo's Footwork	
Mattix Music	



HUBBARED AND HUBBARD ARCHITECTS.

JAMES J. BENES & ASSOCIATES, INC.
1755 Park Street, Suite 100, Naperville, Illinois 60563
Tel. (630) 369-7800 · Fax (630) 369-7819

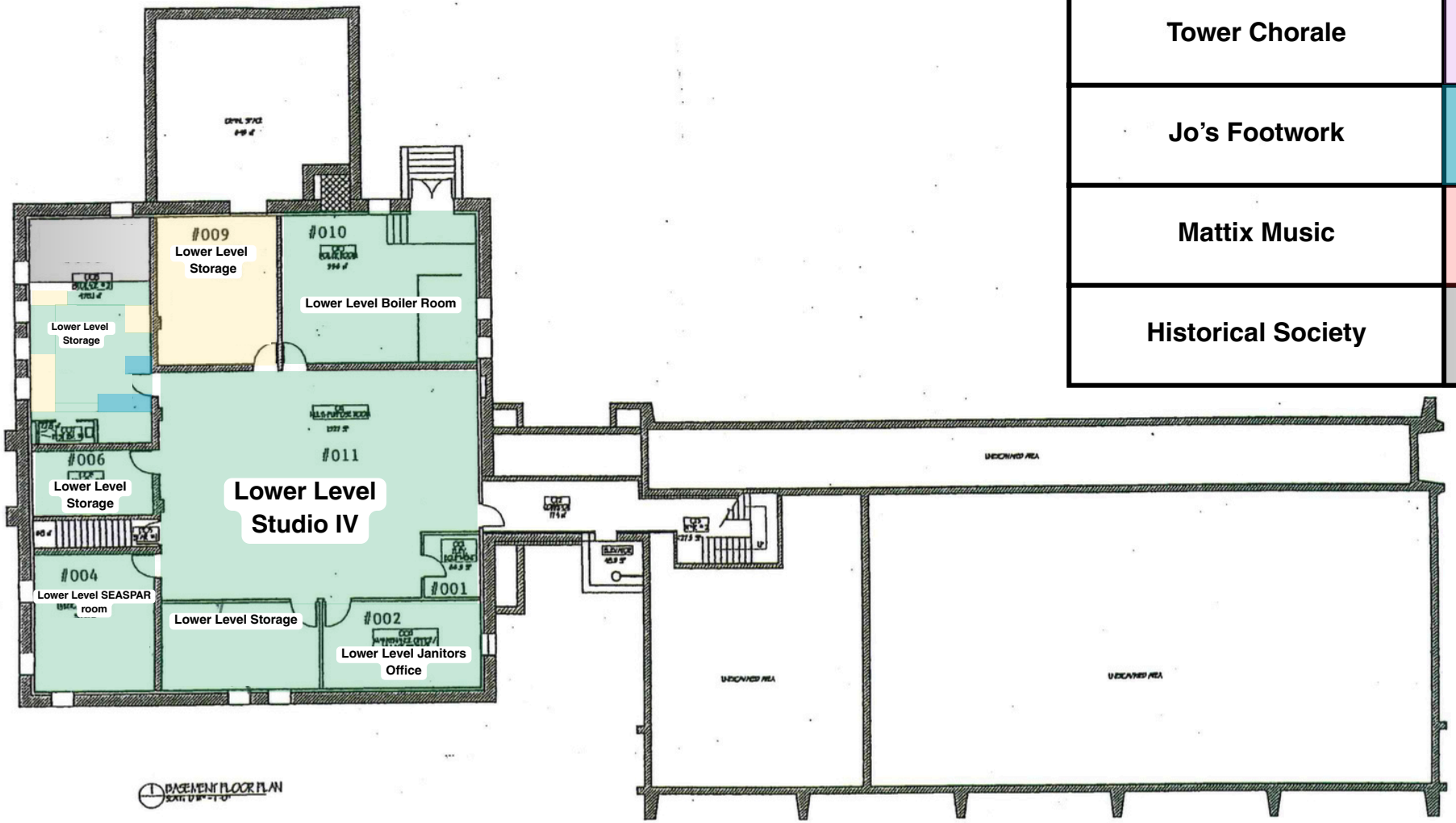
GRAND AVENUE SCHOOL
FIRST FLOOR PLAN

REVISIONS

KEY PLAN

Grand Avenue Community Center Lower Level

Recreation Department	
Grand Avenue School	
Tower Chorale	
Jo's Footwork	
Mattix Music	
Historical Society	



N

) BY HUBBARED AND HUBBARD ARCHITECTS.

DATE: FEB 4, 2000
SCALE: 1/16"=1'

JAMES J. BENES & ASSOCIATES, INC.
1755 Park Street, Suite 100, Naperville, Illinois 60563
Tel. (630) 369-7800 · Fax (630) 369-7819

GRAND AVENUE SCHOOL
BASEMENT PLAN

REVISIONS

KEY PLAN

Grand Avenue Community Center Second Floor

Recreation Department	
Grand Avenue School	
Tower Chorale	
Jo's Footwork	
Mattix Music	
Historical Society	

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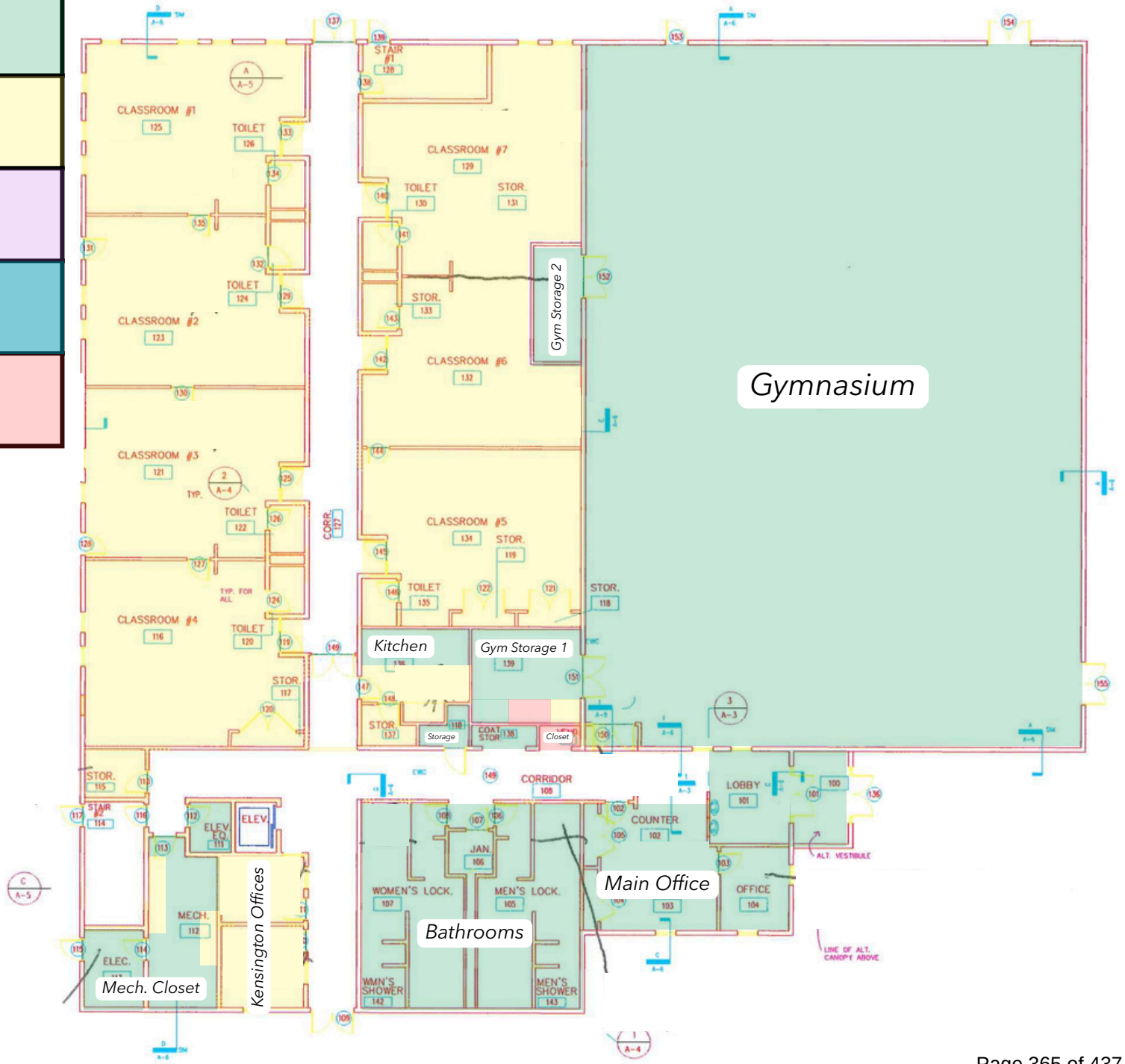
Recreation Center - Main Floor

Recreation Department
Kensington School
Montessori
Jo's Footwork
Spartz Sportz



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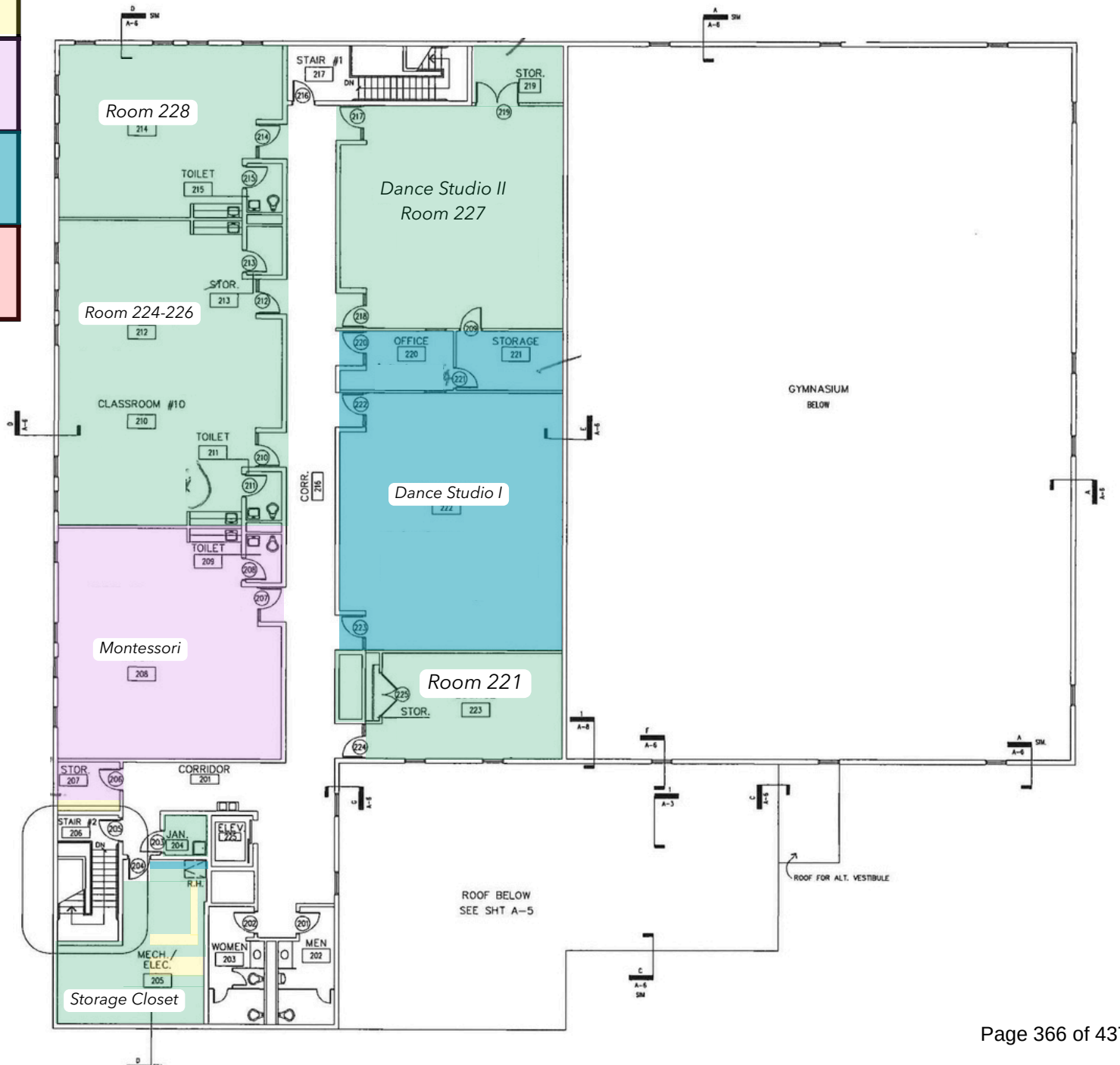
Recreation Center - Second Floor

Recreation Department	
Kensington School	
Montessori	
Jo's Footwork	
Spartz Sportz	



INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
PREMIER IL WESTERN SPRINGS LLC. AND THE VILLAGE OF WESTERN SPRINGS
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

This **INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter known as "Agreement") is made by and between the VILLAGE OF WESTERN SPRINGS (hereinafter known as the "Village"), an Illinois municipal corporation, with offices at 740 Hillgrove Avenue, Western Springs, Illinois, and PREMIER IL WESTERN SPRINGS LLC, an Illinois Corporation, with offices at 4211 Grand Avenue, Western Springs, Illinois (hereinafter known as the "Contractor" or "Corporation"). The Village and the Contractor are at times referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Village has determined that it can provide certain supplemental high quality recreational, educational or cultural services desired by its residents by establishing said services as a part of the recreation program of the Village; and

WHEREAS, the Contractor is qualified and desires to provide the following high quality recreational, educational or cultural services on the terms set forth below: preschool and daycare (the "Program" or the "Services"); and

WHEREAS, the Village is 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.

NOW, THEREFORE, BE IT AGREED THAT:

1. **INDEPENDENT CONTRACTOR**: The Village agrees to utilize the Contractor as an independent contractor to provide the Services described herein, and the Contractor agrees to provide such Services.

2. **TERM; MONTHLY CHARGES**: Unless terminated in accordance with the provisions of this Agreement, the term of this Agreement (the "Term" or "Renewal Term") shall be as follows:

   (1) **Initial Term 2026-2027:** Term 2026-2027 shall commence on July 1, 2026 and end on June 30, 2027, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C".**

   (2) **Term 2027-2028:** Unless written notice of non-renewal is provided by either party to the other on or before March 1, 2027, Term 2027-2028 shall commence on July 1, 2027 and end on June 30, 2028, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C"**.

   (3) **Term 2028-2029:** Unless written notice of non-renewal is provided by either party to the other on or before March 1, 2028, Term **2028-2029** shall commence on July 1, 2028 and end on June 30, 2029, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C"**.

(4) **Term 2029-2030:** Unless written notice of non-renewal is provided by either party to the other on or before March 1, 2029, Term **2029-2030** shall commence on July 1, 2029 and end on June 30, 2030, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C".**

(5) **GROUP EXHIBIT "C" Renewal Terms.** The Monthly Charges for each of the Renewal Terms are subject to an annual, automatic increase of two percent (2.0%), as set forth in attached **GROUP EXHIBIT "C"**, unless otherwise agreed to in writing by the Parties. If the Contractor provides written notice of non-renewal to the Village on or before March 1 during any Term, then the Contractor agrees to terminate occupancy, remove its property, and deliver the space to the Village on the last date of that Term in accordance with the provisions of this Agreement.

3. **LOCATION**: The Village, after appropriate consultation with the Contractor, shall offer the program at the Grand Avenue Community Center, 4211 Grand Avenue, Western Springs, Illinois, in the space owned by the Village and outlined in **EXHIBIT "A"** attached hereto (the "Premises"). Nothing shall be stored or kept outside of the designated space. The Village reserves the right to remove and dispose of any items:

(1) **Use of Extra Space**

On an annual basis, the Village, in its sole discretion, may permit the Contractor to use rooms at the Grand Avenue Community and the Recreation Center, subject to the following terms and conditions.

a. The actual hours of use of the rooms by the Contractor shall be determined by the Village, in its sole discretion. If the rooms are available for use by the Contractor and the Contractor requests to use one or both rooms, the Parties shall agree upon the hours of use and said hours shall be scheduled through the Recreation Department.

b. The Hourly Rate for use of the rooms, and the increases to the Hourly Rate from time to time during the Term of this Agreement, are contained in **GROUP EXHIBIT "C"** attached hereto.

c. Any space identified by the Village to have been used by the Contractor without permission will be subject to the cost of using that space on a per square footage basis based on the then current per square footage for surplus space as then in effect, plus an additional fine of $5.00 per square foot.

4. **CONTRACTOR RESPONSIBILITIES**: The scope of the Contractor's program activities and responsibilities shall be set forth in **EXHIBIT "B"** attached hereto, and the Contractor agrees to pay the Monthly Charges and Supplementary Charges to the Village in accordance with **GROUP EXHIBIT "C"** attached hereto.

5. **VILLAGE RESPONSIBILITIES**: The Village agrees to provide, at its expense, the following:

(1) All heat, air conditioning, light, water, and snow removal for the building, parking lots and sidewalks; building and landscape maintenance, repairs and cleaning; and janitorial services for all common areas in the building;
(2) Equipment (except for safety equipment provided by the Contractor under **EXHIBIT "B")** for the program or modifications to the building, title to which shall remain with the Village;
(3) Insurance on the building and all Village equipment used in the program;
(4) Publicity for the program in the Recreation brochure in the form of the agency logo and name;
(5) Off-street parking for the Contractor's employees and supervisory personnel, and off-street drives for the pick-up and delivery of users of the recreation program; and

6. **VILLAGE AND CONTRACTOR RESPONSIBILITIES**: Prior to commencement of the program, and from time to time as requested by either Party, the Village and the Contractor agree to consult one another in connection with:

(1) Achievement of program goals;
(2) Personnel matters, including hiring of qualified employees by Contractor;
(3) Replacement, repairs or additions to equipment needed for the program;
(4) Scheduling of the use of the building's common areas, as needed, from time to time by the program. All other building areas are not to be used unless otherwise authorized by the Village
(5) Any other matters concerning the program, including without limitation the Contractor's implementation of safety practices and use of safety equipment (e.g., safety goggles, gloves, smocks, mats, etc.) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of the program participants, the instructors, the public, and the building and its fixtures and equipment; and
(6) The attendance at regular meetings. Both Parties will attend meetings on a regular basis, as needed, to review emergency procedures, safety concerns and modifications to the program to comply with changes in the law imposing additional duties and responsibilities on the Village, on the Contractor, or on the recreational program.
(7) The Village must be notified of any communicable diseases or parasites (i.e. lice) as soon as the Contractor becomes aware.

7. **FEES FOR SERVICES**: Fees to be charged by the Contractor for its Services under this Agreement shall be established by the Contractor, with the advice and consent of the Village, and such consent shall not be unreasonably withheld. All fees received for the program shall be paid to the Contractor, which at its expense agrees to maintain current and accurate records of such fee income.

8. **PRIORITY OF WESTERN SPRINGS RESIDENTS**: Residents of Western Springs will be given first priority in program openings.

9. **RENEWAL**: RENEWAL AFTER TERM 2030: Prior to the termination of this Agreement, during Term 2030, the Contractor and the Village shall meet and discuss extending the Term of this

Agreement, with such modifications to any term or condition, allocation or determination of program fees or costs, for a five (5) year period or other agreed to term. If the Parties cannot reach an agreement on the terms of a renewal of this Agreement on or before ninety (90) calendar days prior to the end of Term 2030 of this Agreement, then the Contractor agrees to terminate occupancy, remove its property, and deliver the space to the Village on the date that Term 2030 of this Agreement ends.

10. **FORCE MAJEURE:** Either Party will be excused from the performance of its obligations under this Agreement when and to the extent the non-performing Party's performance is delayed or prevented by any circumstances beyond the non-performing Party's control, including but not limited to fire, flood, explosion, pandemic, strikes or other labor disputes, acts of God or public emergency, war, rioting, malicious damage, acts or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance (collectively, "Force Majeure"), provided that:

(1) The non-performing Party gives the other Party prompt written notice describing the particulars of Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of Force Majeure;

(2) The excuse of performance is of no greater scope and of no longer duration than is required by Force Majeure;

(3) No obligations of either Party that arose before Force Majeure causing the excuse of performance are excused as a result of Force Majeure; and

(4) The non-performing Party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance will not be excused under this Section for a period in excess of two (2) months, provided that, in extenuating circumstances, the Village, in its sole discretion, may excuse performance for a longer term. Economic hardship of the Contractor or the Village will not constitute Force Majeure.

11. **RESTRICTION ON RECREATION CENTER PARKING LOT**: As the Village Board of Trustees leases the parking lot adjacent to the Recreation Center from the Theatre of Western Springs, this lease agreement contains language which restricts use of the Theatre parking lot when main stage productions take place. The Contractor will honor any and all restrictions on parking as agreed to between the Village and the Theatre of Western Springs.

12. **REAL ESTATE AND OTHER TAXES OR ASSESSMENTS**: The Contractor acknowledges that properties identified in Section 3 above are currently exempt from real estate taxes and assessments. In the event that the property becomes subject to real estate taxes, the Contractor agrees to pay its prorata share of any real estate taxes that are assessed against the property that are specifically attributable to that portion of the property used by the Contractor in conducting its program under the terms of this Agreement. Because real estate taxes are paid a year later than they are assessed, this covenant and condition shall survive the termination of this Agreement and shall remain an obligation of the Contractor. The Contractor has the right to appeal any decision by the Cook County Assessor's Office regarding the real estate taxes, all at its expense. The Contractor shall be responsible for the payment of all income taxes, sales taxes, use taxes, payroll taxes, and any other kind of taxes arising from and relating to the Contractor's activities.

13. **VILLAGE CONTROLS OVER CONTRACTOR'S EMPLOYEES**: The Contractor is responsible for employing individuals used in the Contractor's program; subject, however, to the Village's right, through the Office of the Village Manager, to reject any of the Contractor's proposed employees and to require that such employees not be used in a program. The Village Manager will provide the Contractor, in writing, with the reason(s) for the rejection of any proposed employee. The Village Manager may order the Contractor not to continue to use a particular employee in the program at any time during this Agreement. The Contractor may request a review of the Village Manager's order by the General Government Committee of the Village Board, which review shall take place within two (2) weeks after the requested review is received in writing by the Office of the Village Manager. In the event the Parties cannot reach a mutual agreement in regard to the hiring of prospective employees or the continued use of particular employees, after good faith efforts at resolving such a dispute have been exhausted, this Agreement may be terminated by either Party.

14. **VILLAGE AND CONTRACTOR INSURANCE REQUIREMENTS**: The Village shall, at its expense, insure the building, improvements to the building made by the Village, and any property owned by the Village located in the building and its contents. The Village is not responsible for loss or damage to any of Contractor's property which is used in the program or located on the premises, or loss of income in the event of fire or other casualty which prevents the program from operating.

As part of the indemnification required by this Agreement, but without limiting the same, the Contractor agrees to carry, during the life of this Agreement, at its expense, comprehensive general liability insurance, including but not limited to coverage for bodily injury, death and property damage written on the comprehensive form, in the amount of $1,000,000 per occurrence and $3,000,000 aggregate, except day care providers which must provide $3,000,000 per occurrence and $10,000,000 aggregate, and $100,000 for property damage per occurrence. The Contractor shall furnish evidence of such insurance prior to the effective date of this Agreement, and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Contractor 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 Contractor's policy or policies of insurance shall specifically recognize and cover the Contractor's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Contractor 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 Contractor's insurance.

All Certificate(s) of Insurance shall contain the following endorsement:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon the Contractor's failure to procure said insurance, the Village shall have the right to terminate this Agreement.

15. **DEFAULT:** Except as otherwise provided in Section 4 and Section 13 above, in the event that either Party (the "Non-Defaulting Party") believes the other Party (the "Defaulting Party") has failed to perform under this Agreement, the Non-Defaulting Party shall notify the Defaulting Party of the default, in writing, setting forth the nature of the default. The Defaulting shall have thirty (30) calendar days after receipt of the notice to correct such failure or to take substantial steps toward correcting the failure. If, after thirty (30) calendar days, the default has not been cured or substantial steps have not been commenced and diligently pursued, then, as an express condition precedent to the Non-Defaulting Party's right to terminate this Agreement, the Non-Defaulting Party shall first have the right, but not the obligation, to perform, or cause to be performed, the obligations of the Defaulting Party (self-help), and the Defaulting Party shall reimburse the Non-Defaulting Party for all reasonable, out-of-pocket costs and expenses incurred in connection therewith within thirty (30) days after written demand. If the Non-Defaulting Party elects not to exercise such self-help right, or if, after exercising such self-help right, the default remains uncured to the extent reasonably curable by such self-help, then the Non-Defaulting Party may declare this Agreement terminated upon written notice to the Defaulting Party, whereupon the Parties shall promptly wind down their activities under this Agreement, Contractor shall promptly remove its supplies and equipment from the Premises, and neither Party shall have any further obligation to perform under this Agreement except for obligations that expressly survive termination. The exercise or non-exercise of self-help shall not be deemed a waiver of any other rights or remedies available to the Non-Defaulting Party at law, in equity, or under this Agreement.

16. **INDEPENDENT CONTRACTOR**: The Contractor is retained by the Village only for the purposes and to the extent set forth in this Agreement, and its relation to the Village shall, during the Term of this Agreement and period of its Services hereunder, be that of an independent contractor. The Contractor shall be free to dispose of such portion of its entire time, energy and skill during regular business hours as it is not obligated to devote hereunder to the Village, in such manner as it sees fit and to such persons, firms or corporations as it deems advisable. The Contractor shall not be considered as having an employee status, nor shall the Village withhold any sums for the payment of income taxes or FICA taxes, nor shall the Contractor be entitled to participate in any plans, 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.

17. **NOTICE**: All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other Party under the terms of this Agreement or any statute shall be in writing. 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 or email 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.

(a) Notices to Western Springs shall be sent to:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

Phone: (708) 246-1800
Fax: (708) 246-0284

With a copy to:

Anne M. Skrodzki
Village Attorney
Klein, Thorpe and Jenkins, Ltd.
Orland Park, Illinois 60462

Phone: (312) 984-6400
Fax: (312) 984-6444

(b) Notices to Contractor shall be sent to:

Premier IL Western Springs LLC.
4211 Grand Avenue
Western Springs, IL 60558
Phone: (708) 246-2270

18. **INDEMNIFICATION**: As a material inducement for the Village to enter into this Agreement, the Contractor agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Contractor's operation of the program or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees.

The scope of the Contractor's indemnification shall include, but is not limited to:

(1) Any negligent, tortious or wrongful act or omission of the Contractor, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Contractor, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible

property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and

(2) Loss or damage of any kind resulting from the Contractor's failure to comply with any provision of this Agreement, or of any federal, State or local law or regulation applicable to the Contractor.

The Village agrees to defend, indemnify and hold harmless the Contractor, its representatives, officers, agents and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Village's performance of the terms of this Agreement or the Village's acts or omissions in operating those portions of the Grand Avenue Community Center or the Recreation Center not utilized by the Contractor for its program, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Contractor, its representatives, officers, agents and employees.

As a condition of the Village entering into this Agreement, the Contractor agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Contractor or its program, in, on or about that portion of the building described in Section 3 above which is used by the Contractor to conduct its program.

In the event of that any type of personal injury, including death or illness, or any loss, damage or claim or claims occur or arise to the Contractor, its employees or its program participants as a result of the Contractor's use of the space or use of the Grand Avenue Community Center or the Recreation Center under this Agreement, the Contractor shall give immediate written notice thereof to the Village Manager.

19. **CONTRACTOR IMPROVEMENTS**: Prior to making any changes or improvements to any space, the Contractor shall first obtain the Village's written approval, which approval shall not be unreasonably withheld. Such changes, if any, shall be shown on **EXHIBIT "B"**, which shall be signed by both the Village and the Contractor before the Contractor shall be allowed to make any changes or improvements to the space.

20. **CORPORATE CONTRACTOR**: *(cross out if not applicable)* The Village is entering into this Agreement with the Contractor, an Illinois corporation or limited liability company, based upon the individual representations and assurances of the Corporation's individual shareholders and officers that they will cause the Corporation to perform under this Agreement. If, during the life of this Agreement, the individual or individuals who now own and operate the Contractor sell any part of the business, or their shares of stock of the Corporation, this Agreement shall, at the sole option of the Village, terminate unless prior approval of sale to the purchasers by the Village shall be obtained.

21. **MUTUAL COOPERATION**: The Village and the Contractor agree to fully cooperate, consult and inform each other regarding any and all decisions and activities associated with or having a significant

impact on the Contractor's program, to achieve the mutual goals and purposes of operating a high quality recreation program for the Village, its residents and other users of the program.

22. **MECHANIC'S LIEN**: The Contractor will not suffer or permit any mechanic's lien or other such lien to attach to the Subject Property. The Contractor shall save and keep harmless the Village and its property from any such lien or claim therefore, and from any and all cost or expense incurred in connection with any such lien or claim, including attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

23. **PERMITS**: The Contractor shall obtain all necessary permits, licenses, consents and other approvals for the operation of the program.

24. **ASSIGNMENT**: The Contractor shall not assign, sublet, transfer or convey this Agreement (each, a "Transfer") to any person or entity without the prior written consent of the Village, which consent shall not be unreasonably withheld. Any transferee or assignee must sign a Rider to this Agreement, prepared by the Village Attorney, that commits him or her to fulfill all of the obligations and responsibilities of the Contractor hereunder, and must show satisfactory evidence that he or she meets the insurance requirements and other terms, conditions and provisions contained herein. Notwithstanding anything in this Lease to the contrary, Landlord hereby acknowledges and agrees that Landlord's consent is not required for a Transfer to any of the following: (a) the parent or holding company of Tenant (its "Parent"); (b) an affiliate of Tenant or its Parent; or (c) any person, firm, company or corporation that is either: (i) the purchaser of all or substantially all of the assets, equity, business, ownership or membership interests of Tenant or its Parent; or (ii) the successor to substantially all the assets and business of Tenant and/or Parent by virtue of a corporate merger or consolidation of, with or into Tenant and/or its Parent.

25. **EXECUTION**: This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

26. **ENTIRETY OF AGREEMENT**: This Agreement, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change hereto shall be in writing and approved by the corporate authorities of the Village.

27. **AUTHORITY**: This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each Party. Each of the signatories to this Agreement are the duly authorized representatives of their respective corporate entity, and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the Village's case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement

shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives and assigns.

28. **ENFORCEABILITY**: If any provision of this Agreement, or any section, paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law, provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

29. **CHANGE IN LAWS**: The Contractor shall immediately notify the Village of any change in conditions or change in federal, State or local law, or of any other event which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

30. **COMPLIANCE WITH LAWS**: The Contractor certifies as follows:

(1) That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, State and county laws and regulations, and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

(2) That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

(3) That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).

(4) In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, State and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Acts) in the operation of the Services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village.

(5) That it shall comply with all applicable federal and State laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be

included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. Any contracts entered into by the Contractor relating to its use of Village-owned property shall require the Contractor and its subcontractors to comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).

(6) The Contractor also agrees to require any contractor doing construction work or performing professional or consulting Services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.

(7) Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession, and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Contractor acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10).

31. **TIME**: Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

32. **JURISDICTION AND VENUE**: This Agreement provides for Services to be performed within the State of Illinois. Accordingly, 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. 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.

33. **CAPTIONS**: The captions at the beginning of each Section, respectively, are for convenience in locating the context, but are not part of the context.

34. **EXHIBITS**: True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

EXHIBIT "A" - Location of Program
EXHIBIT "B" - Contractor Responsibilities
GROUP EXHIBIT "C" - Monthly Building Charges and Supplementary Monthly Common Area Charges
EXHIBIT "C-1" - Chart #1 (Estimates Hours of Use and Expense)

35. **EFFECTIVE DATE**: After this Agreement has been signed by the Contractor, this Agreement shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this Agreement, which date shall be the date stated below on the signature page 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 Contractor have signed this Agreement. This Agreement shall be in full force and effect as of the date the Village of Western Springs executes this Agreement.

VILLAGE OF WESTERN SPRINGS, an Illinois municipal corporation	**GRAND AVENUE PRESCHOOL AND DAY CARE, INC.,** an Illinois corporation
BY:_____	**BY**:_____
Name:_____ Village President	Name:_____ Authorized Corporate Officer / Partner
Date: _____	Date: _____
ATTEST:_____	**ATTEST**: _____
Name:_____ Village Clerk	Name:_____ Secretary
Date: _____	Date: _____

This Agreement was approved by Village Resolution No. 21-2621 dated May 28, 2021.

EXHIBIT "A"

To Independent Contractor Agreement
Between the Village of Western Springs and Grand Avenue Preschool and Day Care, Inc.
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

FLOOR PLAN USAGE MAPS FOR GRAND AVENUE AND RECREATION CENTER

EXHIBIT "B"

To Independent Contractor Agreement
Between the Village of Western Springs and Grand Avenue Preschool and Day Care, Inc.
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

CONTRACTOR RESPONSIBILITIES

The Contractor agrees to organize and operate a high quality recreational, educational or cultural program within a Village recreational or cultural facility. Said program shall be operated as scheduled by the Contractor and approved by the Village, Monday through Saturday from 6:30 a.m. to 10:00 p.m. and Sundays from 10:00 a.m. to 6:00 p.m.

The Contractor shall have the following responsibilities in connection with the operation of its recreational, educational or cultural programming:

a) The Contractor shall be responsible for the activities and supervision of their employees and shall pay the salaries and benefits, if any, to said employees.

b) The Contractor shall provide all supplies and materials as needed for the program. Cleaning and janitorial service for the rooms used by the Contractor shall be arranged by the Contractor, at its expense.

The Contractor, at its expense, shall be responsible for the improvement to dedicated space that are required for their program needs. The Contractor is required to notify the Village at least thirty (30 days) prior to the expected improvement. In some cases, cost sharing may be available if there is a mutual benefit to the improvement.

c) The Contractor, at its expense, shall provide such classroom furniture, shelving, equipment and other such personal property as required to operate the program. Title to such property shall remain with the Contractor, even if such property is attached to the building. Any damages to the building caused by accidents arising out of the Contractor's activities shall be repaid or repaired by the Contractor at its option.

d) The Contractor shall establish a curriculum for participants, and shall supply annual reports on the implementation and success of the program to the Village.

e) The Contractor shall be responsible for providing, maintaining and filing, on a timely basis, all program forms, records and reports that may be required by both State and Federal Government, and shall be responsible for meeting the standards for such programs established by the State of Illinois.

f) The Contractor will collect and keep accurate records of attendance, including names, telephone numbers and residence addresses, of all participants.

g) If the Contractor is organized as a corporate entity (as either an Illinois corporation, a limited liability corporation or foreign corporation), then the Contractor, on an annual basis, shall furnish to the Village a certificate of good standing and an annual report on the Illinois Secretary of State forms. If the Contractor is organized as a partnership or limited liability partnership, or as some variation thereof, the Contractor shall provide the Village with a copy of the partnership agreement, and any amendments thereto, and further shall provide, on an annual basis, a copy of any required State or County registration certificate (e.g., registration under the Assumed Business Name Act, 805 ILCS 405/1 et seq.) pertaining to the partnership.

h) The Contractor shall be responsible for preparing and implementing safety practices and policies in regard to the program and shall provide, at its cost, all necessary safety equipment (e.g., safety goggles, gloves, smocks, mats, etc.) as is reasonably appropriate for the program, to protect the health and safety of the program participants, the instructors, the public, and the building and its fixtures and equipment. The Village, in its discretion, or any regulatory agency, may require at any time that the Contractor implement certain safety procedures or use certain safety equipment or change its safety procedures in order to protect the health and safety of the program participants, instructors, the public, and the building and its fixtures and equipment. **The above required safety practices and policies shall include an Infectious Disease / Pandemic Response-Action Plan that requires compliance with then-current protocols, guidelines and recommendations issued by the pertinent Federal, State and County health and worker safety governmental oversight agencies, such as the Illinois Department of Public Health, the Illinois Department of Labor (Illinois OSHA), the federal Occupational and Safety Health Administration, the Centers for Disease Control and the National Institute of Health.**

i) Intentionally deleted.

j) Notwithstanding anything to the contrary in this Agreement, Contractor shall have the right, but not the obligation, to purchase, own, maintain, repair, and replace any kitchen appliances used exclusively in connection with Contractor's licensed program operations, including without limitation dish washers, refrigerators, and small appliances required for compliance with DCFS or other licensing or regulatory standards ("Program Appliances"). Program Appliances purchased by Contractor shall be and remain the sole property of Contractor, shall be used exclusively by Contractor, and may be removed by Contractor upon the expiration or earlier termination of this Agreement. Contractor shall have the right, in its sole discretion, to repair or replace any Program Appliance immediately as needed in order to maintain continuous compliance with applicable licensing, health, and safety requirements, without the need for prior approval from the Village, provided that Contractor promptly notifies the Village of any replacement. Any replacement Program Appliance shall not exceed the height, width, or depth of the appliance being replaced, such that no replacement shall increase the footprint or special footprint of the original appliance or otherwise materially alter the useable space available to other users of the Premises. Prior to installation, the Contractor

shall retain documentation of the dimensions of both the outgoing and replacement appliance and shall make such documentation available to the Village upon request.

Appliances purchased by the Village ("Village Appliances") shall be and remain the property of the Village, and the cost of repairs, maintenance, and replacement of Village Appliances shall be borne as otherwise provided in this Agreement; however, the Village shall not require, and Contractor shall not permit, Village Appliances to be used for shared or non-Program purposes where such shared use would conflict with, or reasonably be expected to conflict with, DCFS or other applicable licensing, food safety, allergy, cross-contamination or similar regulatory requirements. Any Village-requested access to refrigeration or other equipment located within Contractor's licensed space shall be subject to Contractor's prior written consent, which may be withheld where Contractor reasonably determines that such use could jeopardize regulatory compliance or program safety.

GROUP EXHIBIT "C"

To Independent Contractor Agreement
Between the Village of Western Springs and Grand Avenue Preschool and Day Care, Inc.
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

MONTHLY BUILDING CHARGES AND
SUPPLEMENTARY MONTHLY COMMON AREA CHARGES

GRAND AVENUE PRESCHOOL AND DAY CARE, INC.

Monthly Charges are calculated on the basis of **$36.05** per square foot of usable space, including an individual assignment of hallway and common area space.

Annual Increase Applicable to Monthly Building and Room Charges: The **$36.05** per square foot charge shall apply during the period July 1, 2026 to June 30, 2030 and has been used to calculate the Monthly Building Charge. For each subsequent term listed below, the Monthly Building and Room Charges shall increase by a factor of two percent (2.0%) as shown below.

Therefore, for **Term 2026-2027** (between the dates of **July 1, 2026 to June 30, 2027)**, the following Monthly Building Charge will apply:

Monthly Building Charge = **$18,385.06**
Total Annual Cost = **$220,620.70**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.00** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2027-2028:

Monthly Building Charge = **$18,752.76**
Total Annual Cost = **$225,033.11**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.30** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2028-2029:

Monthly Building Charge = **$19,172.81**
Total Annual Cost =**$229,533.78**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.61** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2029-2030:

Monthly Building Charge = **$19,510.37**
Total Annual Cost = **$234,124.45**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.92** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Exhibit C-1

Chart #1

Estimates Hours of Use and Expense

(attached)

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS AND THE VILLAGE OF WESTERN SPRINGS
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030-)

This **INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter known as "Agreement") is made by and between the VILLAGE OF WESTERN SPRINGS (hereinafter known as the "Village"), an Illinois municipal corporation, with offices at 740 Hillgrove Avenue, Western Springs, Illinois, and RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS an Illinois Corporation, with offices at 1500 Walker Street, Western Springs, Illinois (hereinafter known as the "Contractor" or "Corporation"). The Village and the Contractor are at times referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Village has determined that it can provide certain supplemental high quality recreational, educational or cultural services desired by its residents by establishing said services as a part of the recreation program of the Village; and

WHEREAS, the Contractor is qualified and desires to provide the following high quality recreational, educational or cultural services on the terms set forth below: preschool and daycare (the "program" or the "Services"); and

WHEREAS, the Village is 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.

NOW, THEREFORE, BE IT AGREED THAT:

1. **INDEPENDENT CONTRACTOR**: The Village agrees to utilize the Contractor as an independent contractor to provide the Services described herein, and the Contractor agrees to provide such Services.

2. **TERM; MONTHLY CHARGES**: Unless terminated in accordance with the provisions of this Agreement, the term of this Agreement (the "Term" or "Renewal Term") shall be as follows:

(1) **Initial Term 2026-2027:** Term 2026-2027 shall commence on July 1, 2026 and end on June 30, 2027, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C"**.

(2) **Term 2027-2028:** Unless written notice of non-renewal is provided either party to the other on or before March 1, 2027, Term **2027-2028** shall commence on July 1, 2027 and end on June 30, 2028, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C"**.

(3) **Term 2028-2029:** Unless written notice of non-renewal is provided either party to the other on or before March 1, 2028, Term **2028-2029** shall commence on July 1, 2028 and end on June 30, 2029, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C"**.

(4) **Term 2029-2030:** Unless written notice of non-renewal is provided either party to the other on or before March 1, 2029, Term **2029-2030** shall commence on July 1, 2029 and end on June 30, 2030, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C"**.

(5) **GROUP EXHIBIT "C" Renewal Terms.** The Monthly Charges for each of the Renewal Terms are subject to an annual, automatic increase of two percent (2.0%), as set forth in attached **GROUP EXHIBIT "C"**, unless otherwise agreed to in writing by the Parties. If the Contractor provides written notice of non-renewal to the Village on or before March 1 during any Term, then the Contractor agrees to terminate occupancy, remove its property, and deliver the space to the Village on the last date of that Term in accordance with the provisions of this Agreement.

3. **LOCATION**: The Village, after appropriate consultation with the Contractor, shall offer the program at the Recreation Center, 1500 Walker Street, Western Springs, Illinois, in the space owned by the Village and outlined in **EXHIBIT "A"** attached hereto. Nothing shall be stored or kept outside of the designated space. The Village reserves the right to remove and dispose of any items:

(1) **Use of Extra Space**

On an annual basis, the Village, in its sole discretion, may permit the Contractor to use rooms at the Grand Avenue Community and the Recreation Center, subject to the following terms and conditions.

a. The actual hours of use of the rooms by the Contractor shall be determined by the Village, in its sole discretion. If the rooms are available for use by the Contractor and the Contractor requests to use one or both rooms, the Parties shall agree upon the hours of use and said hours shall be scheduled through the Recreation Department.

b. The Hourly Rate for use of the rooms, and the increases to the Hourly Rate from time to time during the Term of this Agreement, are contained in **GROUP EXHIBIT "C"** attached hereto.

c. Any space identified by the Village to have been used by the Contractor without permission will be subject to the cost of using that space on a per square footage basis based on the then current per square footage for surplus space as then in effect, plus an additional fine of $5.00 per square foot.

4. **CONTRACTOR RESPONSIBILITIES**: The scope of the Contractor's program activities and responsibilities shall be set forth in **EXHIBIT "B"** attached hereto, and the Contractor agrees to pay the Monthly Charges and Supplementary Charges to the Village in accordance with **GROUP EXHIBIT "C"** attached hereto.

5. **VILLAGE RESPONSIBILITIES**: The Village agrees to provide, at its expense, the following:

(1) All heat, air conditioning, light, water, and snow removal for the building, parking lots and sidewalks; building and landscape maintenance, repairs and cleaning; and janitorial services for all common areas in the building;
(2) Equipment (except for safety equipment provided by the Contractor under **EXHIBIT "B"**) for the program or modifications to the building, title to which shall remain with the Village;
(3) Insurance on the building and all Village equipment used in the program;
(4) Publicity for the program in the Recreation brochure in the form of the agency logo and name;
(5) Off-street parking for the Contractor's employees and supervisory personnel, and off-street drives for the pick-up and delivery of users of the recreation program; and

6. **VILLAGE AND CONTRACTOR RESPONSIBILITIES**: Prior to commencement of the program, and from time to time as requested by either Party, the Village and the Contractor agree to consult one another in connection with:

(1) Achievement of program goals;
(2) Personnel matters, including hiring of qualified employees by Contractor;
(3) Replacement, repairs or additions to equipment needed for the program;
(4) Scheduling of the use of the building's common areas, as needed, from time to time by the program. All other building areas are not to be used unless otherwise authorized by the Village
(5) Any other matters concerning the program, including without limitation the Contractor's implementation of safety practices and use of safety equipment (e.g., safety goggles, gloves, smocks, mats, etc.) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of the program participants, the instructors, the public, and the building and its fixtures and equipment; and
(6) The attendance at regular meetings. Both Parties will attend meetings on a regular basis, as needed, to review emergency procedures, safety concerns and modifications to the program to comply with changes in the law imposing additional duties and responsibilities on the Village, on the Contractor, or on the recreational program.
(7) The Village must be notified of any communicable diseases or parasites (i.e. lice) as soon as the Contractor becomes aware.

7. **FEES FOR SERVICES**: Fees to be charged by the Contractor for its Services under this Agreement shall be established by the Contractor, with the advice and consent of the Village, and such consent shall not be unreasonably withheld. All fees received for the program shall be paid to the Contractor, which at its expense agrees to maintain current and accurate records of such fee income.

8. **PRIORITY OF WESTERN SPRINGS RESIDENTS**: Residents of Western Springs will be given first priority in program openings.

9. **RENEWAL**: RENEWAL AFTER TERM 2030: Prior to the termination of this Agreement, during Term 2030, the Contractor and the Village shall meet and discuss extending the Term of this Agreement, with such modifications to any term or condition, allocation or determination of program fees or costs, for a five (5) year period or other agreed to term. If the Parties cannot reach an agreement on the terms of a renewal of this Agreement on or before ninety (90) calendar days prior to the end of Term 2030 of this Agreement, then the Contractor agrees to terminate occupancy, remove its property, and deliver the space to the Village on the date that Term 2025 of this Agreement ends.

10. **FORCE MAJEURE:** Either Party will be excused from the performance of its obligations under this Agreement when and to the extent the non-performing Party's performance is delayed or prevented by any circumstances beyond the non-performing Party's control, including but not limited to fire, flood, explosion, pandemic, strikes or other labor disputes, acts of God or public emergency, war, rioting, malicious damage, acts or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance (collectively, "Force Majeure"), provided that:

(1) The non-performing Party gives the other Party prompt written notice describing the particulars of Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of Force Majeure;

(2) The excuse of performance is of no greater scope and of no longer duration than is required by Force Majeure;

(3) No obligations of either Party that arose before Force Majeure causing the excuse of performance are excused as a result of Force Majeure; and

(4) The non-performing Party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance will not be excused under this Section for a period in excess of two (2) months, provided that, in extenuating circumstances, the Village, in its sole discretion, may excuse performance for a longer term. Economic hardship of the Contractor or the Village will not constitute Force Majeure.

11. **RESTRICTION ON RECREATION CENTER PARKING LOT**: As the Village Board of Trustees leases the parking lot adjacent to the Recreation Center from the Theatre of Western Springs, this lease agreement contains language which restricts use of the Theatre parking lot when main stage productions take place. The Contractor will honor any and all restrictions on parking as agreed to between the Village and the Theatre of Western Springs.

12. **REAL ESTATE AND OTHER TAXES OR ASSESSMENTS**: The Contractor acknowledges that properties identified in Section 3 above are currently exempt from real estate taxes and assessments. In the event that the property becomes subject to real estate taxes, the Contractor agrees to pay its prorata share of any real estate taxes that are assessed against the property that are specifically attributable to that portion of the property used by the Contractor in conducting its program under the terms of this Agreement. Because real estate taxes are paid a year later than they are assessed, this covenant and condition shall survive the termination of this Agreement and shall remain an obligation of the Contractor. The Contractor has the right to appeal any decision by the Cook County Assessor's Office regarding the real estate taxes, all at its expense. The Contractor shall be responsible for the payment of all income

taxes, sales taxes, use taxes, payroll taxes, and any other kind of taxes arising from and relating to the Contractor's activities.

13. **VILLAGE CONTROLS OVER CONTRACTOR'S EMPLOYEES**: The Contractor is responsible for employing individuals used in the Contractor's program; subject, however, to the Village's right, through the Office of the Village Manager, to reject any of the Contractor's proposed employees and to require that such employees not be used in a program. The Village Manager will provide the Contractor, in writing, with the reason(s) for the rejection of any proposed employee. The Village Manager may order the Contractor not to continue to use a particular employee in the program at any time during this Agreement. The Contractor may request a review of the Village Manager's order by the General Government Committee of the Village Board, which review shall take place within two (2) weeks after the requested review is received in writing by the Office of the Village Manager. In the event the Parties cannot reach a mutual agreement in regard to the hiring of prospective employees or the continued use of particular employees, after good faith efforts at resolving such a dispute have been exhausted, this Agreement may be terminated by either Party.

14. **VILLAGE AND CONTRACTOR INSURANCE REQUIREMENTS**: The Village shall, at its expense, insure the building, improvements to the building made by the Village, and any property owned by the Village located in the building and its contents. The Village is not responsible for loss or damage to any of Contractor's property which is used in the program or located on the premises, or loss of income in the event of fire or other casualty which prevents the program from operating.

As part of the indemnification required by this Agreement, but without limiting the same, the Contractor agrees to carry, during the life of this Agreement, at its expense, comprehensive general liability insurance, including but not limited to coverage for bodily injury, death and property damage written on the comprehensive form, in the amount of $1,000,000 per occurrence and $3,000,000 aggregate, except day care providers which must provide $3,000,000 per occurrence and $10,000,000 aggregate, and $100,000 for property damage per occurrence. The Contractor shall furnish evidence of such insurance prior to the effective date of this Agreement, and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Contractor 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 Contractor's policy or policies of insurance shall specifically recognize and cover the Contractor's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Contractor 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 Contractor's insurance.

All Certificate(s) of Insurance shall contain the following endorsement:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon the Contractor's failure to procure said insurance, the Village shall have the right to terminate this Agreement.

15. **DEFAULT:** Except as otherwise provided in Section 4 and Section 13 above, in the event that either Party fails to perform under this Agreement, the other Party shall notify the non-performing Party of the default, in writing, setting forth the nature of the default. The Party that has failed to perform shall have fifteen (15) calendar days after receipt of the notice to correct such failure or to take substantial steps toward correcting the failure. If, after fifteen (15) calendar days, the default has not been corrected or substantial steps have not been taken to correct the default, the Party serving the notice may then declare this Agreement terminated, at which time the Contractor shall remove its supplies and equipment from the building immediately and need not perform under this Agreement.

16. **INDEPENDENT CONTRACTOR**: The Contractor is retained by the Village only for the purposes and to the extent set forth in this Agreement, and its relation to the Village shall, during the Term of this Agreement and period of its Services hereunder, be that of an independent contractor. The Contractor shall be free to dispose of such portion of its entire time, energy and skill during regular business hours as it is not obligated to devote hereunder to the Village, in such manner as it sees fit and to such persons, firms or corporations as it deems advisable. The Contractor shall not be considered as having an employee status, nor shall the Village withhold any sums for the payment of income taxes or FICA taxes, nor shall the Contractor be entitled to participate in any plans, 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.

17. **NOTICE**: All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other Party under the terms of this Agreement or any statute shall be in writing. 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.

(a) Notices to Western Springs shall be sent to:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

Phone: (708) 246-1800
Fax: (708) 246-0284

With a copy to:

Anne M. Skrodzki
Village Attorney
Klein, Thorpe and Jenkins, Ltd.
Orland Park , Illinois 60462

Phone: (312) 984-6400
Fax: (312) 984-6444

(b) Notices to Contractor shall be sent to:

Barbara Marlas
RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS
743 McClintock Drive
Burr Ridge, Illinois 60527
Phone: (630) 990-8000

18. **INDEMNIFICATION**: As a material inducement for the Village to enter into this Agreement, the Contractor agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Contractor's operation of the program or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees.

The scope of the Contractor's indemnification shall include, but is not limited to:

(1) Any negligent, tortious or wrongful act or omission of the Contractor, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Contractor, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and

(2) Loss or damage of any kind resulting from the Contractor's failure to comply with any provision of this Agreement, or of any federal, State or local law or regulation applicable to the Contractor.

The Village agrees to defend, indemnify and hold harmless the Contractor, its representatives, officers, agents and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Village's performance of the terms of this Agreement or the Village's acts or omissions in operating those portions of the Grand Avenue Community Center or the Recreation Center not utilized by

the Contractor for its program, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Contractor, its representatives, officers, agents and employees.

As a condition of the Village entering into this Agreement, the Contractor agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Contractor or its program, in, on or about that portion of the building described in Section 3 above which is used by the Contractor to conduct its program.

In the event of that any type of personal injury, including death or illness, or any loss, damage or claim or claims occur or arise to the Contractor, its employees or its program participants as a result of the Contractor's use of the space or use of the Grand Avenue Community Center or the Recreation Center under this Agreement, the Contractor shall give immediate written notice thereof to the Village Manager.

19. **CONTRACTOR IMPROVEMENTS**: Prior to making any changes or improvements to any space, the Contractor shall first obtain the Village's written approval, which approval shall not be unreasonably withheld. Such changes, if any, shall be shown on **EXHIBIT "B"**, which shall be signed by both the Village and the Contractor before the Contractor shall be allowed to make any changes or improvements to the space.

20. **CORPORATE CONTRACTOR**: *(cross out if not applicable)* The Village is entering into this Agreement with the Contractor, an Illinois corporation or limited liability company, based upon the individual representations and assurances of the Corporation's individual shareholders and officers that they will cause the Corporation to perform under this Agreement. If, during the life of this Agreement, the individual or individuals who now own and operate the Contractor sell any part of the business, or their shares of stock of the Corporation, this Agreement shall, at the sole option of the Village, terminate unless prior approval of sale to the purchasers by the Village shall be obtained.

21. **MUTUAL COOPERATION:** The Village and the Contractor agree to fully cooperate, consult and inform each other regarding any and all decisions and activities associated with or having a significant impact on the Contractor's program, to achieve the mutual goals and purposes of operating a high quality recreation program for the Village, its residents and other users of the program.

22. **MECHANIC'S LIEN**: The Contractor will not suffer or permit any mechanic's lien or other such lien to attach to the Subject Property. The Contractor shall save and keep harmless the Village and its property from any such lien or claim therefore, and from any and all cost or expense incurred in connection with any such lien or claim, including attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

23. **PERMITS**: The Contractor shall obtain all necessary permits, licenses, consents and other approvals for the operation of the program.

24. **ASSIGNMENT**: The Contractor shall not assign, sublet, transfer or convey this Agreement to any person or entity without the prior written consent of the Village, which consent shall not be unreasonably withheld. Any transferee or assignee must sign a Rider to this Agreement, prepared by the

Village Attorney, that commits him or her to fulfill all of the obligations and responsibilities of the Contractor hereunder, and must show satisfactory evidence that he or she meets the insurance requirements and other terms, conditions and provisions contained herein.

25. **EXECUTION**: This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

26. **ENTIRETY OF AGREEMENT**: This Agreement, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change hereto shall be in writing and approved by the corporate authorities of the Village.

27. **AUTHORITY**: This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each Party. Each of the signatories to this Agreement are the duly authorized representatives of their respective corporate entity, and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the Village's case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives and assigns.

28. **ENFORCEABILITY**: If any provision of this Agreement, or any section, paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law, provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

29. **CHANGE IN LAWS**: The Contractor shall immediately notify the Village of any change in conditions or change in federal, State or local law, or of any other event which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

30. **COMPLIANCE WITH LAWS**: The Contractor certifies as follows:

(1) That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, State and county laws and regulations, and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

(2) That it is not barred from contracting with any unit of State or local government as a

result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

(3) That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).

(4) In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, State and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Acts) in the operation of the Services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village.

(5) That it shall comply with all applicable federal and State laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. Any contracts entered into by the Contractor relating to its use of Village-owned property shall require the Contractor and its subcontractors to comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).

(6) The Contractor also agrees to require any contractor doing construction work or performing professional or consulting Services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.

(7) Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession, and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Contractor acknowledges that

certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10).

31. **TIME**: Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

32. **JURISDICTION AND VENUE**: This Agreement provides for Services to be performed within the State of Illinois. Accordingly, 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. 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.

33. **CAPTIONS**: The captions at the beginning of each Section, respectively, are for convenience in locating the context, but are not part of the context.

34. **EXHIBITS**: True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

EXHIBIT "A" - Location of Program
EXHIBIT "B" - Contractor Responsibilities
GROUP EXHIBIT "C" - Monthly Building Charges and Supplementary Monthly Common Area Charges
EXHIBIT "C-1" - Chart #1 (Estimates Hours of Use and Expense)

35. **EFFECTIVE DATE**: After this Agreement has been signed by the Contractor, this Agreement shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this Agreement, which date shall be the date stated below on the signature page 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 Contractor have signed this Agreement. This Agreement shall be in full force and effect as of the date the Village of Western Springs executes this Agreement.

VILLAGE OF WESTERN SPRINGS,

an Illinois municipal corporation

BY:_____

Name:_____
Village President

RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS, an Illinois corporation

BY: Jay Fagan

Name:_____
Authorized Corporate Officer / Partner

472853_1

Date: _____

ATTEST: _____

Name: _____
Village Clerk

Date: _____

Date: _____

ATTEST: _____

Name: _____
Secretary

Date: _____

This Agreement was approved by Village Resolution No. dated.

EXHIBIT "A"

To Independent Contractor Agreement
Between the Village of Western Springs and RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

FLOOR PLAN USAGE MAPS FOR GRAND AVENUE AND RECREATION CENTER

EXHIBIT "B"

To Independent Contractor Agreement
Between the Village of Western Springs and RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

CONTRACTOR RESPONSIBILITIES

The Contractor agrees to organize and operate a high quality recreational, educational or cultural program within a Village recreational or cultural facility. Said program shall be operated as scheduled by the Contractor and approved by the Village, Monday through Saturday from 6:30 a.m. to 10:00 p.m. and Sundays from 10:00 a.m. to 6:00 p.m.

The Contractor shall have the following responsibilities in connection with the operation of its recreational, educational or cultural programming:

a) The Contractor shall be responsible for the activities and supervision of their employees and shall pay the salaries and benefits, if any, to said employees.

b) The Contractor shall provide all supplies and materials as needed for the program. Cleaning and janitorial service for the rooms used by the Contractor shall be arranged by the Contractor, at its expense.

The Contractor, at its expense, shall be responsible for the improvement to dedicated space that are required for their program needs. The Contractor is required to notify the Village at least thirty (30 days) prior to the expected improvement. In some cases, cost sharing may be available if there is a mutual benefit to the improvement.

c) The Contractor, at its expense, shall provide such classroom furniture, shelving, equipment and other such personal property as required to operate the program. Title to such property shall remain with the Contractor, even if such property is attached to the building. Any damages to the building caused by accidents arising out of the Contractor's activities shall be repaid by the Contractor.

d) The Contractor shall establish a curriculum for participants, and shall supply annual reports on the implementation and success of the program to the Village.

e) The Contractor shall be responsible for providing, maintaining and filing, on a timely basis, all program forms, records and reports that may be required by both State and Federal Government, and shall be responsible for meeting the standards for such programs established by the State of Illinois.

f) The Contractor will collect and keep accurate records of attendance, including names, telephone numbers and residence addresses, of all participants.

g) If the Contractor is organized as a corporate entity (as either an Illinois corporation, a limited liability corporation or foreign corporation), then the Contractor, on an annual basis, shall furnish to the Village a certificate of good standing and an annual report on the Illinois Secretary of State forms. If the Contractor is organized as a partnership or limited liability partnership, or as some variation thereof, the Contractor shall provide the Village with a copy of the partnership agreement, and any amendments thereto, and further shall provide, on an annual basis, a copy of any required State or County registration certificate (e.g., registration under the Assumed Business Name Act, 805 ILCS 405/1 et seq.) pertaining to the partnership.

h) The Contractor shall be responsible for preparing and implementing safety practices and policies in regard to the program and shall provide, at its cost, all necessary safety equipment (e.g., safety goggles, gloves, smocks, mats, etc.) as is reasonably appropriate for the program, to protect the health and safety of the program participants, the instructors, the public, and the building and its fixtures and equipment. The Village, in its discretion, or any regulatory agency, may require at any time that the Contractor implement certain safety procedures or use certain safety equipment or change its safety procedures in order to protect the health and safety of the program participants, instructors, the public, and the building and its fixtures and equipment. **The above required safety practices and policies shall include an Infectious Disease / Pandemic Response-Action Plan that requires compliance with then-current protocols, guidelines and recommendations issued by the pertinent Federal, State and County health and worker safety governmental oversight agencies, such as the Illinois Department of Public Health, the Illinois Department of Labor (Illinois OSHA), the federal Occupational and Safety Health Administration, the Centers for Disease Control and the National Institute of Health.**

i) If the Contractor is a corporate entity, then each shareholder, officer and director, in their corporate capacity only, must guarantee the full and prompt performance of all of the obligations of the Contractor under this Agreement and **EXHIBIT "B"** of this Agreement, and further guarantee the full and prompt payment of the obligations contained in the Insurance Requirements section (Section 14) and the payment of the Monthly Charges set forth in **GROUP EXHIBIT "C"**. If the Contractor is a partnership, then each general partner and limited partner must personally and individually guarantee the full and prompt performance of all of the obligations of the Contractor under the Agreement, and further guarantee the full and prompt payment of the obligations contained in the Insurance Requirements section (Section 14) and the payment of the Monthly Charges set forth in **GROUP EXHIBIT "C"**.

j) The Contractor shall be responsible for the cost of repairs and maintenance and replacement of the kitchen appliances, including the dish washer, refrigerators and small appliances. However any such repair, maintenance or replacement shall be done at the discretion of the Village and shall be owned by the Village.

GROUP EXHIBIT "C"

To Independent Contractor Agreement
Between the Village of Western Springs and RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

MONTHLY BUILDING CHARGES AND SUPPLEMENTARY MONTHLY COMMON AREA CHARGES

RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS

Monthly Charges are calculated on the basis of **$36.05** per square foot of usable space, including an individual assignment of hallway and common area space.

Annual Increase Applicable to Monthly Building and Room Charges: The **$36.05** per square foot charge shall apply during the period July 1, 2026 to June 30, 20230 and has been used to calculate the Monthly Building Charge. For each subsequent term listed below, the Monthly Building and Room Charges shall increase by a factor of two percent (2.0%).

Therefore, for **Term 2026-2027** (between the dates of **July 1, 2026 to June 30, 2027**), the following Monthly Building Charge will apply:

Monthly Building Charge = **$4,473.10**
Total Annual Cost = **$53,677.16**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.00** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2027-2028:

Monthly Building Charge = **$4,562.56**
Total Annual Cost = **$54,750.70**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.30** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2028-2029:

Monthly Building Charge = **$4,653.81**
Total Annual Cost =**$55,845.72**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.61** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2029-2030:

Monthly Building Charge = **$4,746.89**
Total Annual Cost = **$56,962.63**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.92** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Exhibit C-1

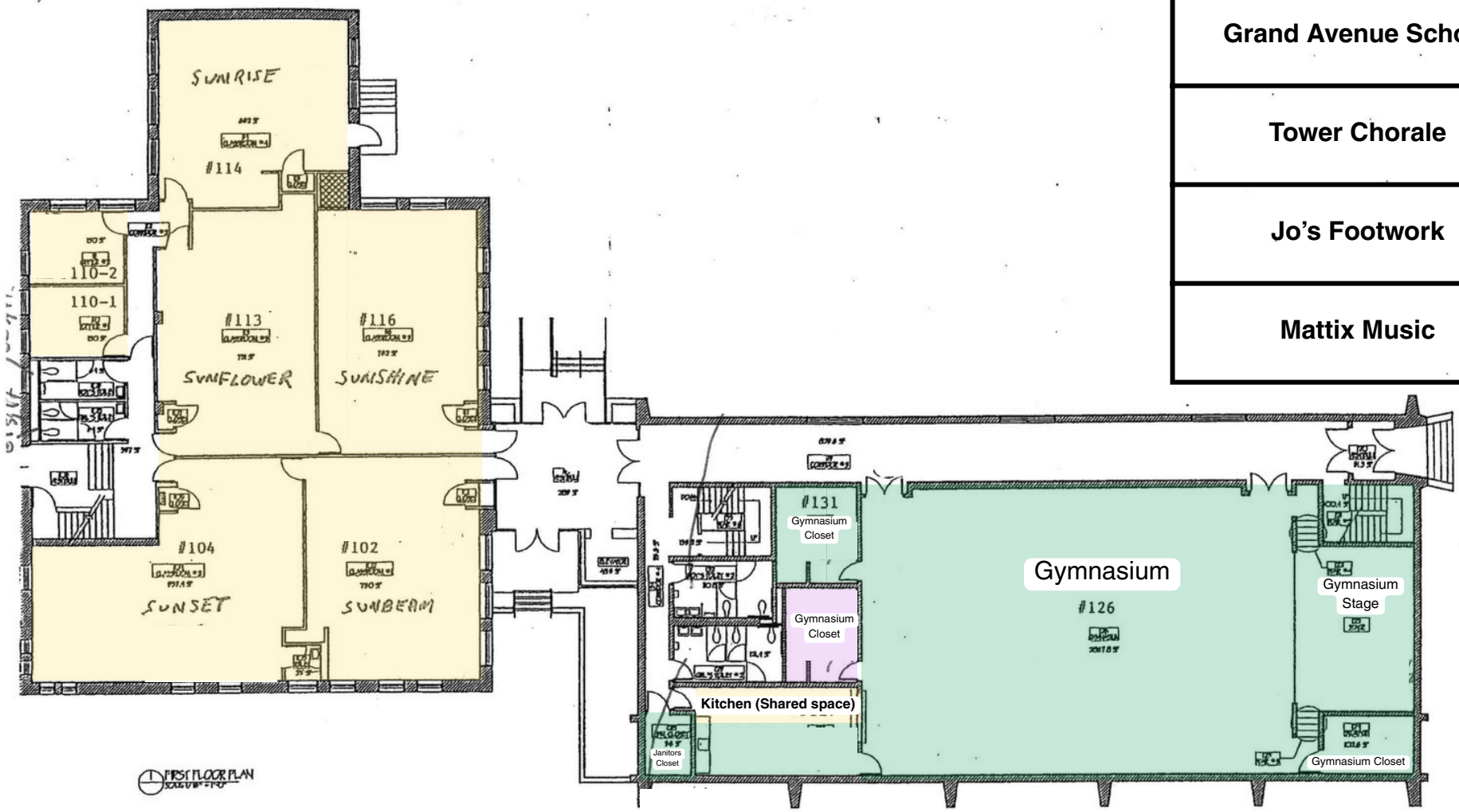
Chart #1

Estimates Hours of Use and Expense

(attached)

Exhibit A - Floor Plan Usage Map
Grand Avenue Community Center Main Floor

Recreation Department	
Grand Avenue School	
Tower Chorale	
Jo's Footwork	
Mattix Music	



HUBBARED AND HUBBARD ARCHITECTS.

JAMES J. BENES & ASSOCIATES, INC.
1755 Park Street, Suite 100, Naperville, Illinois 60563
Tel. (630) 369-7800 · Fax (630) 369-7819

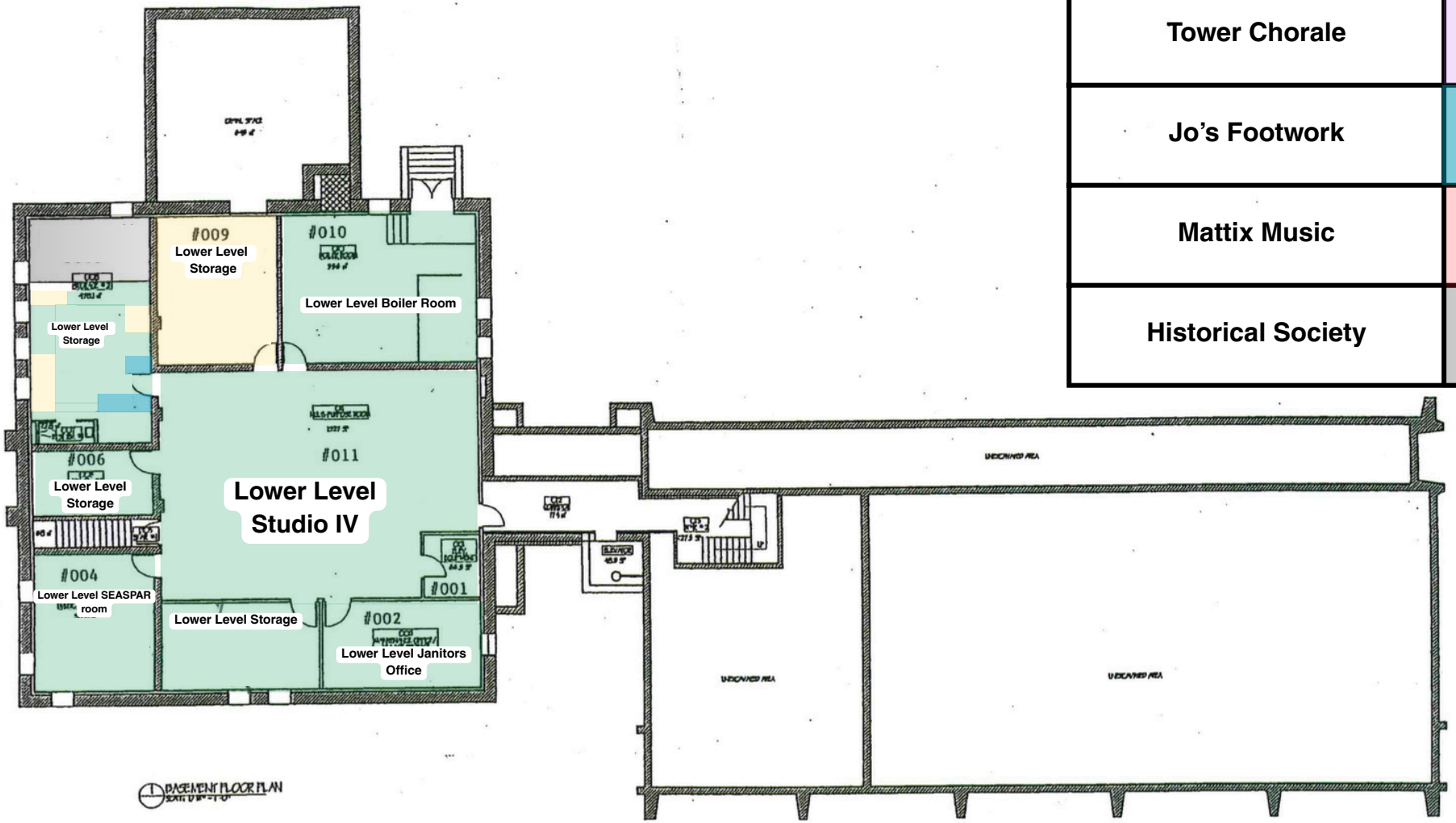
GRAND AVENUE SCHOOL
FIRST FLOOR PLAN

REVISIONS

KEY PLAN

Grand Avenue Community Center Lower Level

Recreation Department	
Grand Avenue School	
Tower Chorale	
Jo's Footwork	
Mattix Music	
Historical Society	



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) BY HUBBARED AND HUBBARD ARCHITECTS.

DATE: FEB 4, 2000
SCALE: 1/16"=1'

JAMES J. BENES & ASSOCIATES, INC.
1755 Park Street, Suite 100, Naperville, Illinois 60563
Tel. (630) 369-7800 · Fax (630) 369-7819

GRAND AVENUE SCHOOL
BASEMENT PLAN

REVISIONS

KEY PLAN

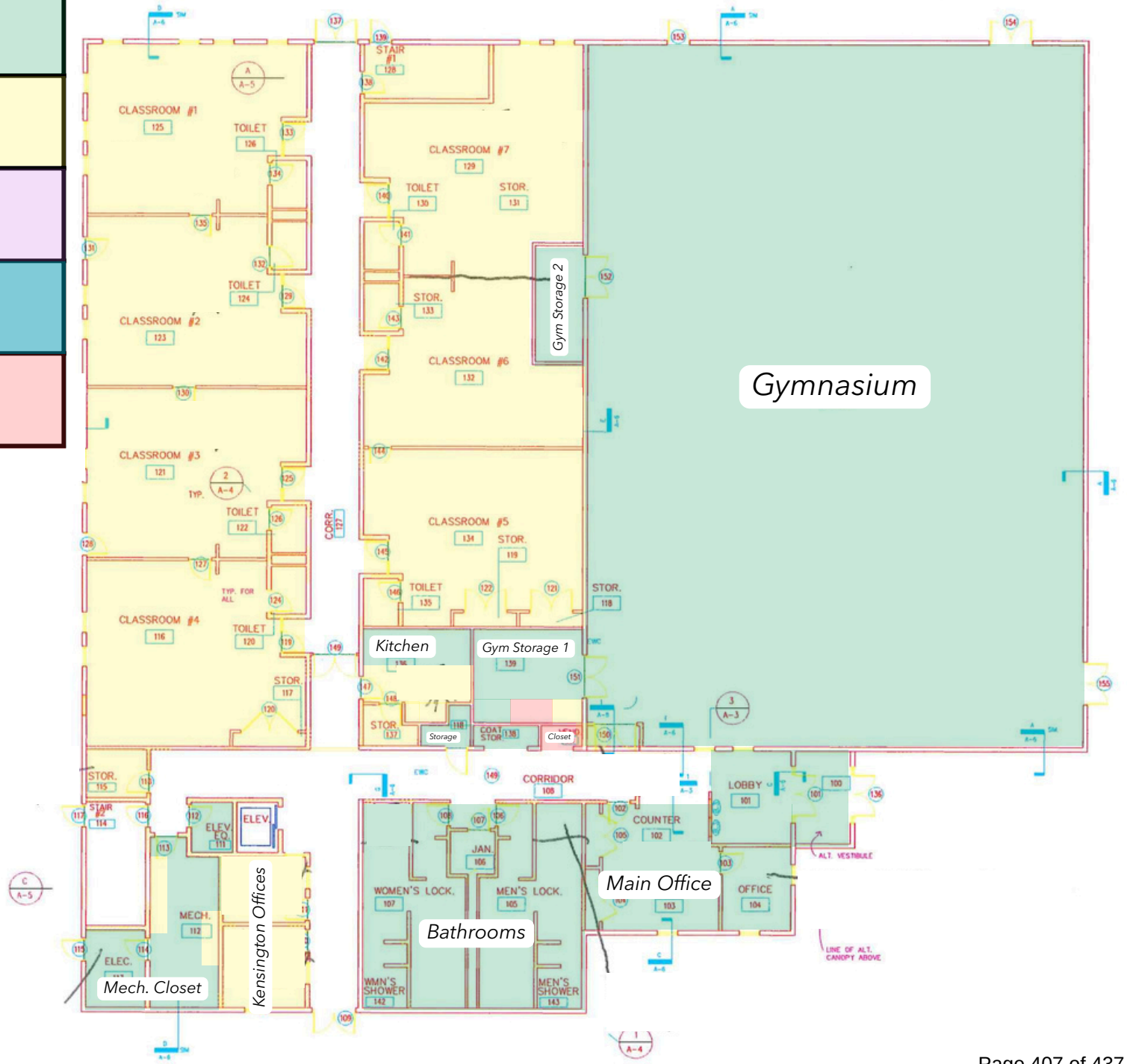
Grand Avenue Community Center Second Floor

Recreation Department
Grand Avenue School
Tower Chorale
Jo's Footwork
Mattix Music
Historical Society

N

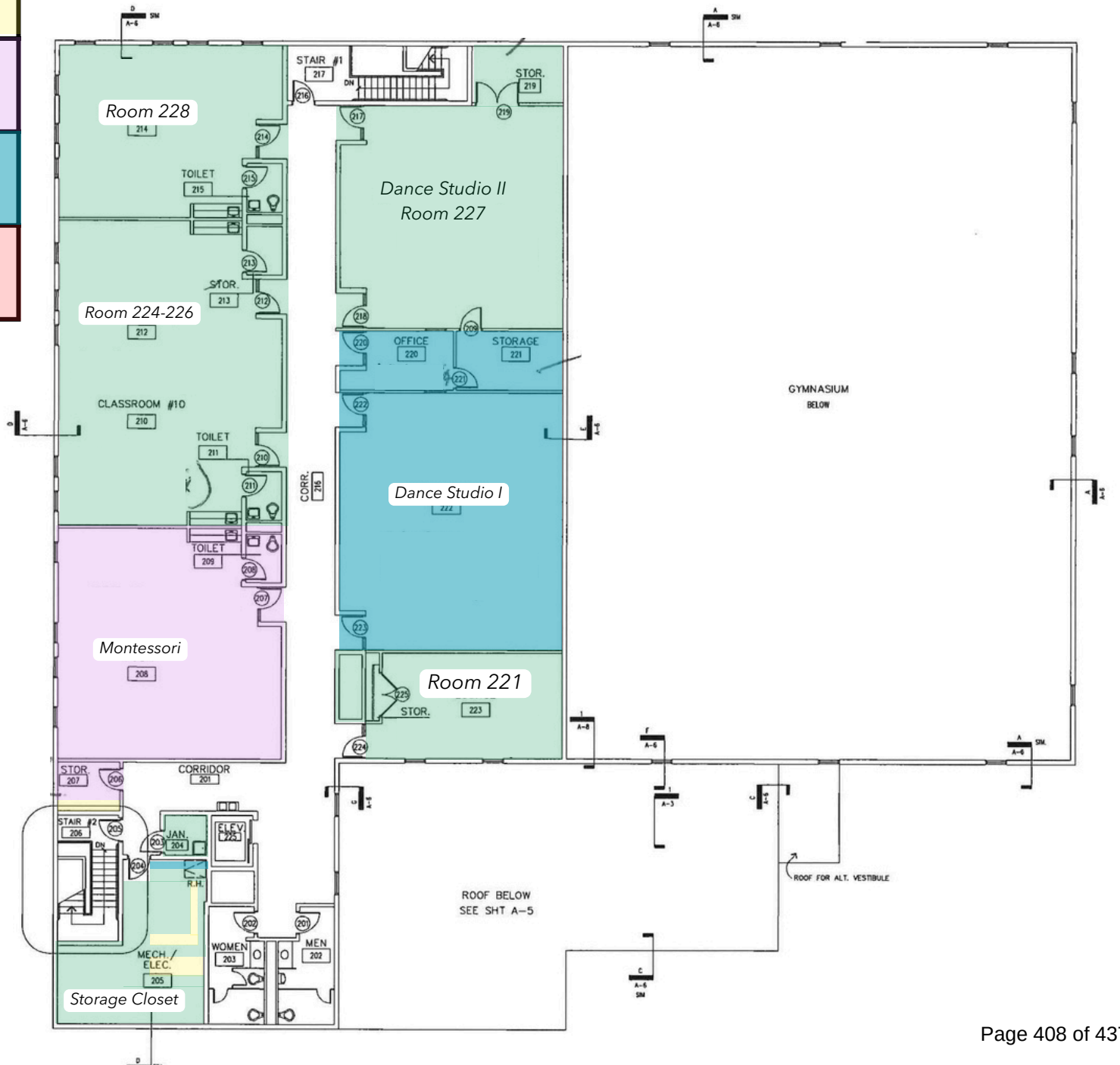
Recreation Center - Main Floor

Recreation Department
Kensington School
Montessori
Jo's Footwork
Spartz Sportz



Recreation Center - Second Floor

Recreation Department	
Kensington School	
Montessori	
Jo's Footwork	
Spartz Sportz	



INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
KENSINGTON SCHOOL OF WESTERN SPRINGS, INC. AND THE VILLAGE OF WESTERN SPRINGS
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For
One Year Terms For July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029,
And July 1, 2029 To June 30, 2030-)

This **INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter known as "Agreement") is made by and between the VILLAGE OF WESTERN SPRINGS (hereinafter known as the "Village"), an Illinois municipal corporation, with offices at 740 Hillgrove Avenue, Western Springs, Illinois, and KENSINGTON SCHOOL OF WESTERN SPRINGS, INC. an Illinois Corporation, with offices at 743 McClintock Drive, Burr Ridge, Illinois 60527 (hereinafter known as the "Contractor" or "Corporation"). The Village and the Contractor are at times referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Village has determined that it can provide certain supplemental high quality recreational, educational or cultural services desired by its residents by establishing said services as a part of the recreation program of the Village; and

WHEREAS, the Contractor is qualified and desires to provide the following high quality recreational, educational or cultural services on the terms set forth below: preschool and daycare (the "program" or the "Services"); and

WHEREAS, the Village is 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.

NOW, THEREFORE, BE IT AGREED THAT:

1. **INDEPENDENT CONTRACTOR**: The Village agrees to utilize the Contractor as an independent contractor to provide the Services described herein, and the Contractor agrees to provide such Services.

2. **TERM; MONTHLY CHARGES**: Unless terminated in accordance with the provisions of this Agreement, the term of this Agreement (the "Term" or "Renewal Term") shall be as follows:

(1) **Initial Term 2026-2027:** Term 2026-2027 shall commence on July 1, 2026 and end on June 30, 2027, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C".**

(2) **Term 2027-2028:** Unless written notice of non-renewal is provided either party to the other on or before March 1, 2027, Term **2027-2028** shall commence on July 1, 2027 and end on June 30, 2028, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C"**.

(3) **Term 2028-2029:** Unless written notice of non-renewal is provided either party to the other on or before March 1, 2028, Term **2028-2029** shall commence on July 1, 2028 and end on June 30, 2029, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C"**.

(4) **Term 2029-2030:** Unless written notice of non-renewal is provided either party

to the other on or before March 1, 2029, Term **2029-2030** shall commence on July 1, 2029 and end on June 30, 2030, subject to the payment of the Monthly Charges as set forth in attached **GROUP EXHIBIT "C".**

(5) **GROUP EXHIBIT "C" Renewal Terms.** The Monthly Charges for each of the Renewal Terms are subject to an annual, automatic increase of two percent (2.0%), as set forth in attached **GROUP EXHIBIT "C"**, unless otherwise agreed to in writing by the Parties. If the Contractor provides written notice of non-renewal to the Village on or before March 1 during any Term, then the Contractor agrees to terminate occupancy, remove its property, and deliver the space to the Village on the last date of that Term in accordance with the provisions of this Agreement.

3. **LOCATION**: The Village, after appropriate consultation with the Contractor, shall offer the program at the Recreation Center, 1500 Walker Street, Western Springs, Illinois, in the space owned by the Village and outlined in **EXHIBIT "A"** attached hereto. Nothing shall be stored or kept outside of the designated space. The Village reserves the right to remove and dispose of any items:

(1) **Use of Extra Space**

On an annual basis, the Village, in its sole discretion, may permit the Contractor to use rooms at the Grand Avenue Community and the Recreation Center, subject to the following terms and conditions.

a. The actual hours of use of the rooms by the Contractor shall be determined by the Village, in its sole discretion. If the rooms are available for use by the Contractor and the Contractor requests to use one or both rooms, the Parties shall agree upon the hours of use and said hours shall be scheduled through the Recreation Department.

b. The Hourly Rate for use of the rooms, and the increases to the Hourly Rate from time to time during the Term of this Agreement, are contained in **GROUP EXHIBIT "C"** attached hereto.

c. Any space identified by the Village to have been used by the Contractor without permission will be subject to the cost of using that space on a per square footage basis based on the then current per square footage for surplus space as then in effect, plus an additional fine of $5.00 per square foot.

4. **CONTRACTOR RESPONSIBILITIES**: The scope of the Contractor's program activities and responsibilities shall be set forth in **EXHIBIT "B"** attached hereto, and the Contractor agrees to pay the Monthly Charges and Supplementary Charges to the Village in accordance with **GROUP EXHIBIT "C"** attached hereto.

5. **VILLAGE RESPONSIBILITIES**: The Village agrees to provide, at its expense, the following:

(1) All heat, air conditioning, light, water, and snow removal for the building, parking lots and sidewalks; building and landscape maintenance, repairs and cleaning; and janitorial services for all common areas in the building;

(2) Equipment (except for safety equipment provided by the Contractor under **EXHIBIT "B")** for the program or modifications to the building, title to which shall remain with the Village;
(3) Insurance on the building and all Village equipment used in the program;
(4) Publicity for the program in the Recreation brochure in the form of the agency logo and name;
(5) Off-street parking for the Contractor's employees and supervisory personnel, and off-street drives for the pick-up and delivery of users of the recreation program; and

6. **VILLAGE AND CONTRACTOR RESPONSIBILITIES**: Prior to commencement of the program, and from time to time as requested by either Party, the Village and the Contractor agree to consult one another in connection with:

(1) Achievement of program goals;
(2) Personnel matters, including hiring of qualified employees by Contractor;
(3) Replacement, repairs or additions to equipment needed for the program;
(4) Scheduling of the use of the building's common areas, as needed, from time to time by the program. All other building areas are not to be used unless otherwise authorized by the Village
(5) Any other matters concerning the program, including without limitation the Contractor's implementation of safety practices and use of safety equipment (e.g., safety goggles, gloves, smocks, mats, etc.) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of the program participants, the instructors, the public, and the building and its fixtures and equipment; and
(6) The attendance at regular meetings. Both Parties will attend meetings on a regular basis, as needed, to review emergency procedures, safety concerns and modifications to the program to comply with changes in the law imposing additional duties and responsibilities on the Village, on the Contractor, or on the recreational program.
(7) The Village must be notified of any communicable diseases or parasites (i.e. lice) as soon as the Contractor becomes aware.

7. **FEES FOR SERVICES**: Fees to be charged by the Contractor for its Services under this Agreement shall be established by the Contractor, with the advice and consent of the Village, and such consent shall not be unreasonably withheld. All fees received for the program shall be paid to the Contractor, which at its expense agrees to maintain current and accurate records of such fee income.

8. **PRIORITY OF WESTERN SPRINGS RESIDENTS**: Residents of Western Springs will be given first priority in program openings.

9. **RENEWAL**: RENEWAL AFTER TERM 2030: Prior to the termination of this Agreement, during Term 2030, the Contractor and the Village shall meet and discuss extending the Term of this Agreement, with such modifications to any term or condition, allocation or determination of program fees or costs, for a five (5) year period or other agreed to term. If the Parties cannot reach an agreement on the terms of a renewal of this Agreement on or before ninety (90) calendar days prior to the end of Term 2030 of this Agreement, then the Contractor agrees to terminate occupancy, remove its property, and deliver the space to the Village on the date that Term 2025 of this Agreement ends.

10. **FORCE MAJEURE:** Either Party will be excused from the performance of its obligations under this Agreement when and to the extent the non-performing Party's performance is delayed or prevented by any circumstances beyond the non-performing Party's control, including but not limited to fire, flood, explosion, pandemic, strikes or other labor disputes, acts of God or public emergency, war, rioting, malicious damage, acts or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance (collectively, "Force Majeure"), provided that:

(1) The non-performing Party gives the other Party prompt written notice describing the particulars of Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of Force Majeure;

(2) The excuse of performance is of no greater scope and of no longer duration than is required by Force Majeure;

(3) No obligations of either Party that arose before Force Majeure causing the excuse of performance are excused as a result of Force Majeure; and

(4) The non-performing Party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance will not be excused under this Section for a period in excess of two (2) months, provided that, in extenuating circumstances, the Village, in its sole discretion, may excuse performance for a longer term. Economic hardship of the Contractor or the Village will not constitute Force Majeure.

11. **RESTRICTION ON RECREATION CENTER PARKING LOT**: As the Village Board of Trustees leases the parking lot adjacent to the Recreation Center from the Theatre of Western Springs, this lease agreement contains language which restricts use of the Theatre parking lot when main stage productions take place. The Contractor will honor any and all restrictions on parking as agreed to between the Village and the Theatre of Western Springs.

12. **REAL ESTATE AND OTHER TAXES OR ASSESSMENTS**: The Contractor acknowledges that properties identified in Section 3 above are currently exempt from real estate taxes and assessments. In the event that the property becomes subject to real estate taxes, the Contractor agrees to pay its prorata share of any real estate taxes that are assessed against the property that are specifically attributable to that portion of the property used by the Contractor in conducting its program under the terms of this Agreement. Because real estate taxes are paid a year later than they are assessed, this covenant and condition shall survive the termination of this Agreement and shall remain an obligation of the Contractor. The Contractor has the right to appeal any decision by the Cook County Assessor's Office regarding the real estate taxes, all at its expense. The Contractor shall be responsible for the payment of all income taxes, sales taxes, use taxes, payroll taxes, and any other kind of taxes arising from and relating to the Contractor's activities.

13. **VILLAGE CONTROLS OVER CONTRACTOR'S EMPLOYEES**: The Contractor is responsible for employing individuals used in the Contractor's program; subject, however, to the Village's right, through the Office of the Village Manager, to reject any of the Contractor's proposed employees and to require that such employees not be used in a program. The Village Manager will provide the Contractor, in writing, with the reason(s) for the rejection of any proposed employee. The Village Manager may order the Contractor not to continue to use a particular employee in the program at any time during this Agreement.

The Contractor may request a review of the Village Manager's order by the General Government Committee of the Village Board, which review shall take place within two (2) weeks after the requested review is received in writing by the Office of the Village Manager. In the event the Parties cannot reach a mutual agreement in regard to the hiring of prospective employees or the continued use of particular employees, after good faith efforts at resolving such a dispute have been exhausted, this Agreement may be terminated by either Party.

14. **VILLAGE AND CONTRACTOR INSURANCE REQUIREMENTS**: The Village shall, at its expense, insure the building, improvements to the building made by the Village, and any property owned by the Village located in the building and its contents. The Village is not responsible for loss or damage to any of Contractor's property which is used in the program or located on the premises, or loss of income in the event of fire or other casualty which prevents the program from operating.

As part of the indemnification required by this Agreement, but without limiting the same, the Contractor agrees to carry, during the life of this Agreement, at its expense, comprehensive general liability insurance, including but not limited to coverage for bodily injury, death and property damage written on the comprehensive form, in the amount of $1,000,000 per occurrence and $3,000,000 aggregate, except day care providers which must provide $3,000,000 per occurrence and $10,000,000 aggregate, and $100,000 for property damage per occurrence. The Contractor shall furnish evidence of such insurance prior to the effective date of this Agreement, and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Contractor 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 Contractor's policy or policies of insurance shall specifically recognize and cover the Contractor's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Contractor 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 Contractor's insurance.

All Certificate(s) of Insurance shall contain the following endorsement:

> "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon the Contractor's failure to procure said insurance, the Village shall have the right to terminate this Agreement.

15. **DEFAULT:** Except as otherwise provided in Section 4 and Section 13 above, in the event that either Party fails to perform under this Agreement, the other Party shall notify the non-performing Party of the default, in writing, setting forth the nature of the default. The Party that has failed to perform shall have fifteen (15) calendar days after receipt of the notice to correct such failure or to take substantial

steps toward correcting the failure. If, after fifteen (15) calendar days, the default has not been corrected or substantial steps have not been taken to correct the default, the Party serving the notice may then declare this Agreement terminated, at which time the Contractor shall remove its supplies and equipment from the building immediately and need not perform under this Agreement.

16. **INDEPENDENT CONTRACTOR**: The Contractor is retained by the Village only for the purposes and to the extent set forth in this Agreement, and its relation to the Village shall, during the Term of this Agreement and period of its Services hereunder, be that of an independent contractor. The Contractor shall be free to dispose of such portion of its entire time, energy and skill during regular business hours as it is not obligated to devote hereunder to the Village, in such manner as it sees fit and to such persons, firms or corporations as it deems advisable. The Contractor shall not be considered as having an employee status, nor shall the Village withhold any sums for the payment of income taxes or FICA taxes, nor shall the Contractor be entitled to participate in any plans, 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.

17. **NOTICE**: All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other Party under the terms of this Agreement or any statute shall be in writing. 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.

(a) Notices to Western Springs shall be sent to:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

Phone: (708) 246-1800
Fax: (708) 246-0284

With a copy to:

Anne M. Skrodzki
Village Attorney
Klein, Thorpe and Jenkins, Ltd.
Orland Park , Illinois 60462

Phone: (312) 984-6400
Fax: (312) 984-6444

(b) Notices to Contractor shall be sent to:

Barbara Marlas
KENSINGTON SCHOOL OF WESTERN SPRINGS, INC.
743 McClintock Drive
Burr Ridge, Illinois 60527
Phone: (630) 990-8000

18. **INDEMNIFICATION**: As a material inducement for the Village to enter into this Agreement, the Contractor agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Contractor's operation of the program or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees.

The scope of the Contractor's indemnification shall include, but is not limited to:

(1) Any negligent, tortious or wrongful act or omission of the Contractor, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Contractor, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and

(2) Loss or damage of any kind resulting from the Contractor's failure to comply with any provision of this Agreement, or of any federal, State or local law or regulation applicable to the Contractor.

The Village agrees to defend, indemnify and hold harmless the Contractor, its representatives, officers, agents and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Village's performance of the terms of this Agreement or the Village's acts or omissions in operating those portions of the Grand Avenue Community Center or the Recreation Center not utilized by the Contractor for its program, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Contractor, its representatives, officers, agents and employees.

As a condition of the Village entering into this Agreement, the Contractor agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Contractor or its program, in, on or about that portion of the building described in Section 3 above which is used by the Contractor to conduct its program.

In the event of that any type of personal injury, including death or illness, or any loss, damage or claim or claims occur or arise to the Contractor, its employees or its program participants as a result of

the Contractor's use of the space or use of the Grand Avenue Community Center or the Recreation Center under this Agreement, the Contractor shall give immediate written notice thereof to the Village Manager.

19. **CONTRACTOR IMPROVEMENTS**: Prior to making any changes or improvements to any space, the Contractor shall first obtain the Village's written approval, which approval shall not be unreasonably withheld. Such changes, if any, shall be shown on **EXHIBIT "B"**, which shall be signed by both the Village and the Contractor before the Contractor shall be allowed to make any changes or improvements to the space.

20. **CORPORATE CONTRACTOR**: *(cross out if not applicable)* The Village is entering into this Agreement with the Contractor, an Illinois corporation or limited liability company, based upon the individual representations and assurances of the Corporation's individual shareholders and officers that they will cause the Corporation to perform under this Agreement. If, during the life of this Agreement, the individual or individuals who now own and operate the Contractor sell any part of the business, or their shares of stock of the Corporation, this Agreement shall, at the sole option of the Village, terminate unless prior approval of sale to the purchasers by the Village shall be obtained.

21. **MUTUAL COOPERATION**: The Village and the Contractor agree to fully cooperate, consult and inform each other regarding any and all decisions and activities associated with or having a significant impact on the Contractor's program, to achieve the mutual goals and purposes of operating a high quality recreation program for the Village, its residents and other users of the program.

22. **MECHANIC'S LIEN**: The Contractor will not suffer or permit any mechanic's lien or other such lien to attach to the Subject Property. The Contractor shall save and keep harmless the Village and its property from any such lien or claim therefore, and from any and all cost or expense incurred in connection with any such lien or claim, including attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

23. **PERMITS**: The Contractor shall obtain all necessary permits, licenses, consents and other approvals for the operation of the program.

24. **ASSIGNMENT**: The Contractor shall not assign, sublet, transfer or convey this Agreement to any person or entity without the prior written consent of the Village, which consent shall not be unreasonably withheld. Any transferee or assignee must sign a Rider to this Agreement, prepared by the Village Attorney, that commits him or her to fulfill all of the obligations and responsibilities of the Contractor hereunder, and must show satisfactory evidence that he or she meets the insurance requirements and other terms, conditions and provisions contained herein.

25. **EXECUTION**: This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

26. **ENTIRETY OF AGREEMENT**: This Agreement, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto

relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change hereto shall be in writing and approved by the corporate authorities of the Village.

27. **AUTHORITY**: This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each Party. Each of the signatories to this Agreement are the duly authorized representatives of their respective corporate entity, and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the Village's case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives and assigns.

28. **ENFORCEABILITY**: If any provision of this Agreement, or any section, paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law, provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

29. **CHANGE IN LAWS**: The Contractor shall immediately notify the Village of any change in conditions or change in federal, State or local law, or of any other event which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

30. **COMPLIANCE WITH LAWS**: The Contractor certifies as follows:

(1) That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, State and county laws and regulations, and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
(2) That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
(3) That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).
(4) In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, State and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Acts) in the operation of the Services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village.

(5) That it shall comply with all applicable federal and State laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. Any contracts entered into by the Contractor relating to its use of Village-owned property shall require the Contractor and its subcontractors to comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).

(6) The Contractor also agrees to require any contractor doing construction work or performing professional or consulting Services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.

(7) Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession, and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Contractor acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10).

31. **TIME**: Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

32. **JURISDICTION AND VENUE**: This Agreement provides for Services to be performed within the State of Illinois. Accordingly, 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. 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.

33. **CAPTIONS**: The captions at the beginning of each Section, respectively, are for convenience in locating the context, but are not part of the context.

34. **EXHIBITS**: True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

EXHIBIT "A" - Location of Program
EXHIBIT "B" - Contractor Responsibilities
GROUP EXHIBIT "C" - Monthly Building Charges and Supplementary Monthly Common Area Charges
EXHIBIT "C-1" - Chart #1 (Estimates Hours of Use and Expense)

35. **EFFECTIVE DATE**: After this Agreement has been signed by the Contractor, this Agreement shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this Agreement, which date shall be the date stated below on the signature page 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 Contractor have signed this Agreement. This Agreement shall be in full force and effect as of the date the Village of Western Springs executes this Agreement.

VILLAGE OF WESTERN SPRINGS, INC. an Illinois municipal corporation	**KENSINGTON SCHOOL OF WESTERN SPRINGS, INC.,** an Illinois corporation
BY:_____	**BY**:_____
Name:_____ Village President	Name:___Charles Marlas_____ Authorized Corporate Officer / Partner
Date: _____	Date: __6.17.26_____
ATTEST:_____	**ATTEST**: _____
Name:_____ Village Clerk	Name:___Megan Mantucca_____ Secretary
Date: _____	Date: __6.17.26_____

This Agreement was approved by Village Resolution No. dated.

EXHIBIT "A"

To Independent Contractor Agreement
Between the Village of Western Springs and KENSINGTON SCHOOL OF WESTERN SPRINGS, INC.
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

FLOOR PLAN USAGE MAPS FOR GRAND AVENUE AND RECREATION CENTER

EXHIBIT "B"

To Independent Contractor Agreement
Between the Village of Western Springs and KENSINGTON SCHOOL OF WESTERN SPRINGS, INC.
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

CONTRACTOR RESPONSIBILITIES

The Contractor agrees to organize and operate a high quality recreational, educational or cultural program within a Village recreational or cultural facility. Said program shall be operated as scheduled by the Contractor and approved by the Village, Monday through Saturday from 6:30 a.m. to 10:00 p.m. and Sundays from 10:00 a.m. to 6:00 p.m.

The Contractor shall have the following responsibilities in connection with the operation of its recreational, educational or cultural programming:

a) The Contractor shall be responsible for the activities and supervision of their employees and shall pay the salaries and benefits, if any, to said employees.

b) The Contractor shall provide all supplies and materials as needed for the program. Cleaning and janitorial service for the rooms used by the Contractor shall be arranged by the Contractor, at its expense.

The Contractor, at its expense, shall be responsible for the improvement to dedicated space that are required for their program needs. The Contractor is required to notify the Village at least thirty (30 days) prior to the expected improvement. In some cases, cost sharing may be available if there is a mutual benefit to the improvement.

c) The Contractor, at its expense, shall provide such classroom furniture, shelving, equipment and other such personal property as required to operate the program. Title to such property shall remain with the Contractor, even if such property is attached to the building. Any damages to the building caused by accidents arising out of the Contractor's activities shall be repaid by the Contractor.

d) The Contractor shall establish a curriculum for participants, and shall supply annual reports on the implementation and success of the program to the Village.

e) The Contractor shall be responsible for providing, maintaining and filing, on a timely basis, all program forms, records and reports that may be required by both State and Federal Government, and shall be responsible for meeting the standards for such programs established by the State of Illinois.

f) The Contractor will collect and keep accurate records of attendance, including names, telephone numbers and residence addresses, of all participants.

g) If the Contractor is organized as a corporate entity (as either an Illinois corporation, a limited liability corporation or foreign corporation), then the Contractor, on an annual basis, shall furnish to the Village a certificate of good standing and an annual report on the Illinois Secretary of State forms. If the Contractor is organized as a partnership or limited liability partnership, or as some variation thereof, the Contractor shall provide the Village with a copy of the partnership agreement, and any amendments thereto, and further shall provide, on an annual basis, a copy of any required State or County registration certificate (e.g., registration under the Assumed Business Name Act, 805 ILCS 405/1 et seq.) pertaining to the partnership.

h) The Contractor shall be responsible for preparing and implementing safety practices and policies in regard to the program and shall provide, at its cost, all necessary safety equipment (e.g., safety goggles, gloves, smocks, mats, etc.) as is reasonably appropriate for the program, to protect the health and safety of the program participants, the instructors, the public, and the building and its fixtures and equipment. The Village, in its discretion, or any regulatory agency, may require at any time that the Contractor implement certain safety procedures or use certain safety equipment or change its safety procedures in order to protect the health and safety of the program participants, instructors, the public, and the building and its fixtures and equipment. **The above required safety practices and policies shall include an Infectious Disease / Pandemic Response-Action Plan that requires compliance with then-current protocols, guidelines and recommendations issued by the pertinent Federal, State and County health and worker safety governmental oversight agencies, such as the Illinois Department of Public Health, the Illinois Department of Labor (Illinois OSHA), the federal Occupational and Safety Health Administration, the Centers for Disease Control and the National Institute of Health.**

i) If the Contractor is a corporate entity, then each shareholder, officer and director, in their corporate capacity only, must guarantee the full and prompt performance of all of the obligations of the Contractor under this Agreement and **EXHIBIT "B"** of this Agreement, and further guarantee the full and prompt payment of the obligations contained in the Insurance Requirements section (Section 14) and the payment of the Monthly Charges set forth in **GROUP EXHIBIT "C"**. If the Contractor is a partnership, then each general partner and limited partner must personally and individually guarantee the full and prompt performance of all of the obligations of the Contractor under the Agreement, and further guarantee the full and prompt payment of the obligations contained in the Insurance Requirements section (Section 14) and the payment of the Monthly Charges set forth in **GROUP EXHIBIT "C"**.

j) The Contractor shall be responsible for the cost of repairs and maintenance and replacement of the kitchen appliances, including the dish washer, refrigerators and small appliances. However any such repair, maintenance or replacement shall be done at the discretion of the Village and shall be owned by the Village.

GROUP EXHIBIT "C"

To Independent Contractor Agreement
Between the Village of Western Springs and KENSINGTON SCHOOL OF WESTERN SPRINGS, INC.
(Initial Term: July 1, 2026 To June 30, 2027; With Options To Renew For One Year Terms For, July 1, 2027 To June 30, 2028, July 1, 2028 To June 30, 2029, And July 1, 2029 To June 30, 2030)

MONTHLY BUILDING CHARGES AND
SUPPLEMENTARY MONTHLY COMMON AREA CHARGES

KENSINGTON SCHOOL OF WESTERN SPRINGS, INC.

Monthly Charges are calculated on the basis of **$36.05** per square foot of usable space, including an individual assignment of hallway and common area space.

Annual Increase Applicable to Monthly Building and Room Charges: The **$36.05** per square foot charge shall apply during the period July 1, 2026 to June 30, 20230 and has been used to calculate the Monthly Building Charge. For each subsequent term listed below, the Monthly Building and Room Charges shall increase by a factor of two percent (2.0%).

Therefore, for **Term 2026-2027** (between the dates of **July 1, 2026 to June 30, 2027)**, the following Monthly Building Charge will apply:

Monthly Building Charge = **$23,977.18**
Total Annual Cost = **$287,726.16**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.00** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2027-2028:

Monthly Building Charge = **$24,456.72**
Total Annual Cost = **$293,480.69**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.30** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2028-2029:

Monthly Building Charge = **$24,945.86**
Total Annual Cost =**$299,350.30**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.61** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2029-2030:

Monthly Building Charge = **$25,444.78**
Total Annual Cost = **$311,444.05**

Charge for Grand Avenue Center Rooms and/or Recreation Center Rooms or any other similar space within the building in the discretion of the Village = **$12.92** per hour per room. Additional space must be requested for, and approved, by the Department of Recreation prior to use. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Exhibit C-1

Chart #1

Estimates Hours of Use and Expense

(attached)

UPDATED 6.17.26 Independent Contractor Agreement For KENSINGTON

Final Audit Report 2026-06-17

Created:	2026-06-17
By:	Megan Mantucca (mmantucca@kensingtonschool.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApnYyRp4nqgR_mwS9cL5Gv4lceAFQhcAl

"UPDATED 6.17.26 Independent Contractor Agreement For KENSINGTON" History

Document created by Megan Mantucca (mmantucca@kensingtonschool.com)
2026-06-17 - 6:09:25 PM GMT- IP address: 159.242.160.116

Document emailed to Charles Marlas (cmarlas@kensingtonschool.com) for signature
2026-06-17 - 6:09:44 PM GMT

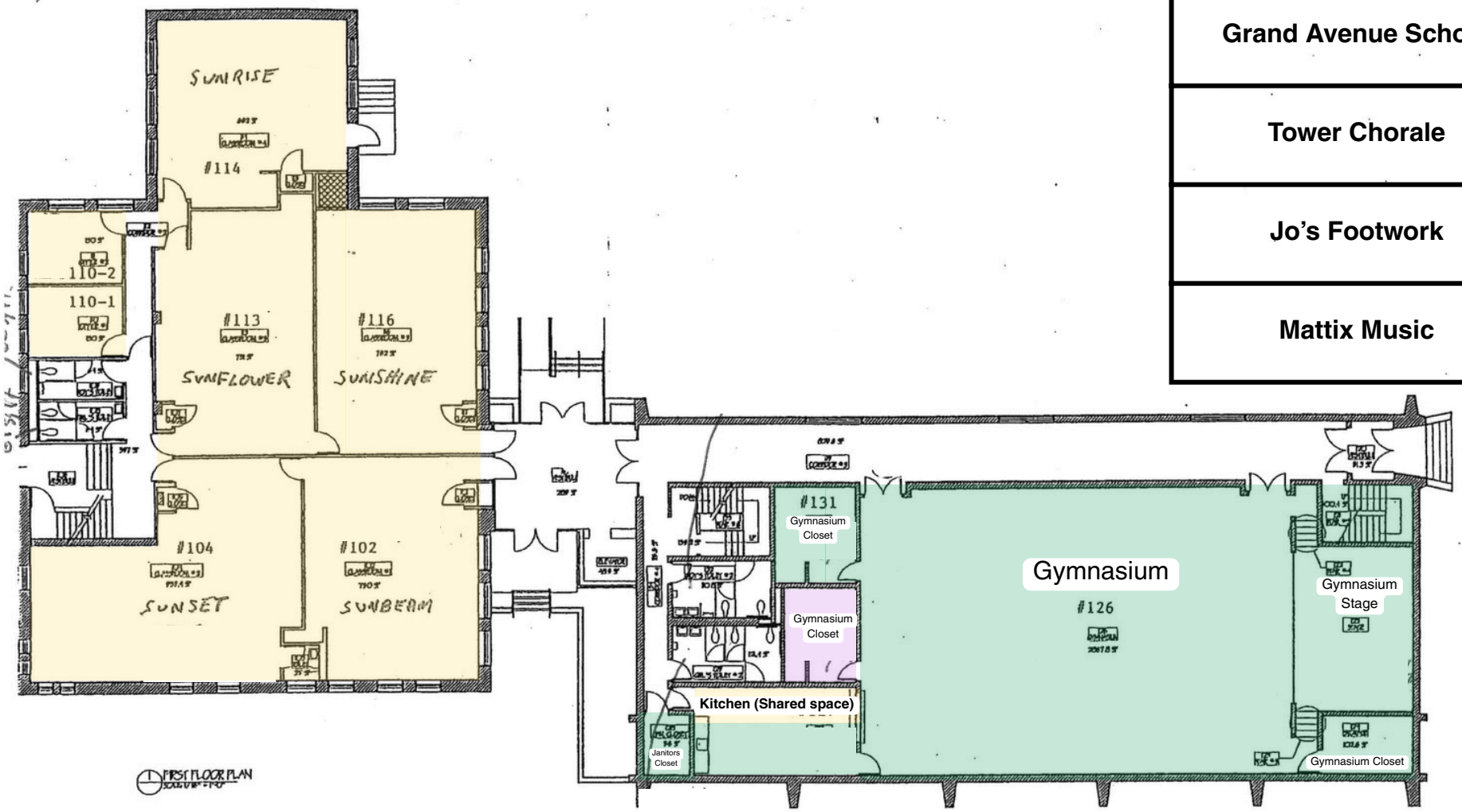
Email viewed by Charles Marlas (cmarlas@kensingtonschool.com)
2026-06-17 - 6:31:54 PM GMT- IP address: 73.50.159.233

Document e-signed by Charles Marlas (cmarlas@kensingtonschool.com)
Signature Date: 2026-06-17 - 6:32:11 PM GMT - Time Source: server- IP address: 73.50.159.233 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-06-17 - 6:32:11 PM GMT

Exhibit A - Floor Plan Usage Map
Grand Avenue Community Center Main Floor

Recreation Department	
Grand Avenue School	
Tower Chorale	
Jo's Footwork	
Mattix Music	



HUBBARED AND HUBBARD ARCHITECTS.

JAMES J. BENES & ASSOCIATES, INC.
1755 Park Street, Suite 100, Naperville, Illinois 60563
Tel. (630) 369-7800 · Fax (630) 369-7819

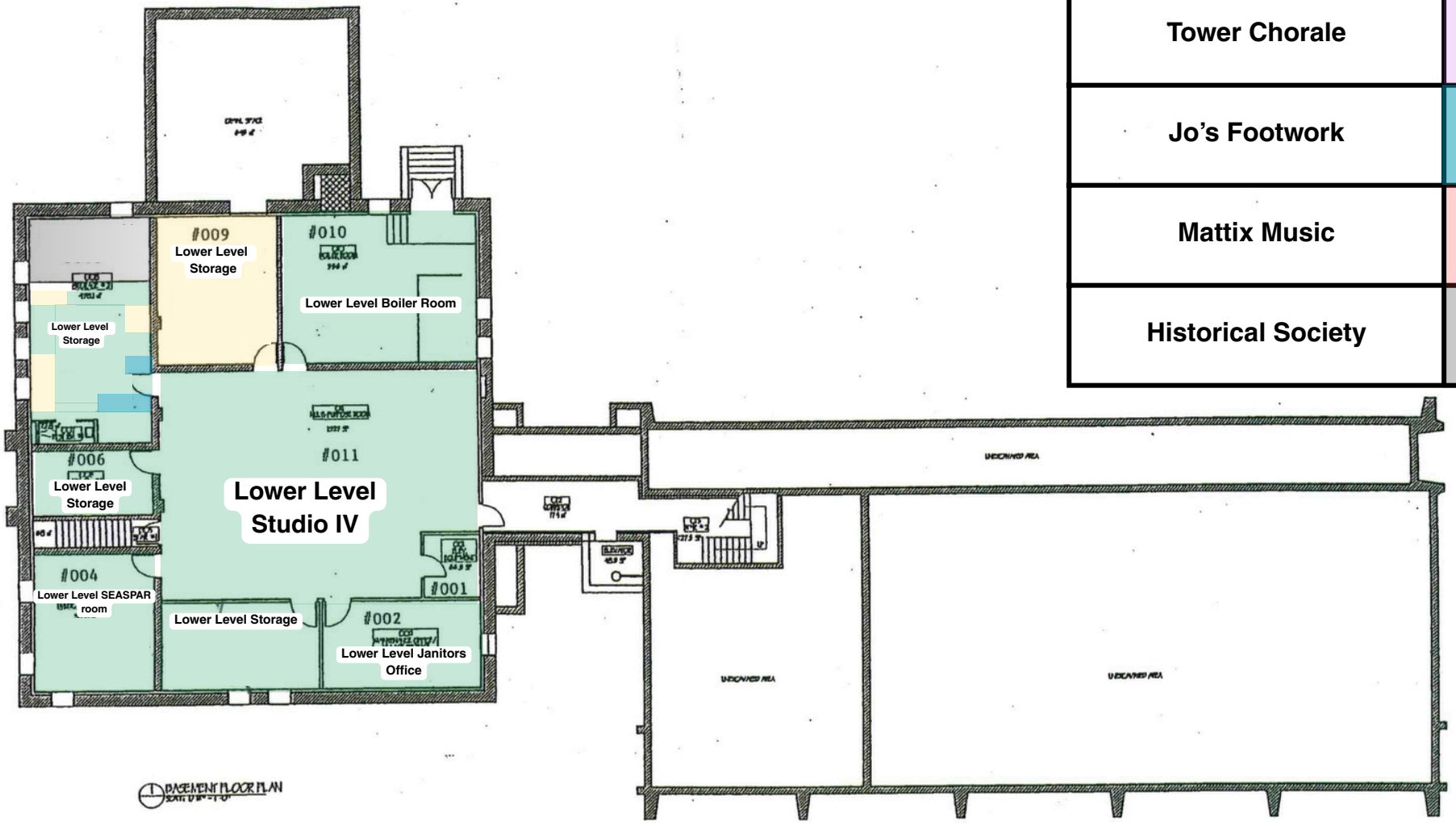
GRAND AVENUE SCHOOL
FIRST FLOOR PLAN

REVISIONS

KEY PLAN

Grand Avenue Community Center Lower Level

Recreation Department	
Grand Avenue School	
Tower Chorale	
Jo's Footwork	
Mattix Music	
Historical Society	



N

) BY HUBBARED AND HUBBARD ARCHITECTS.

DATE: FEB 4, 2000
SCALE: 1/16"=1'

JAMES J. BENES & ASSOCIATES, INC.
1755 Park Street, Suite 100, Naperville, Illinois 60563
Tel. (630) 369-7800 · Fax (630) 369-7819

GRAND AVENUE SCHOOL
BASEMENT PLAN

REVISIONS

KEY PLAN

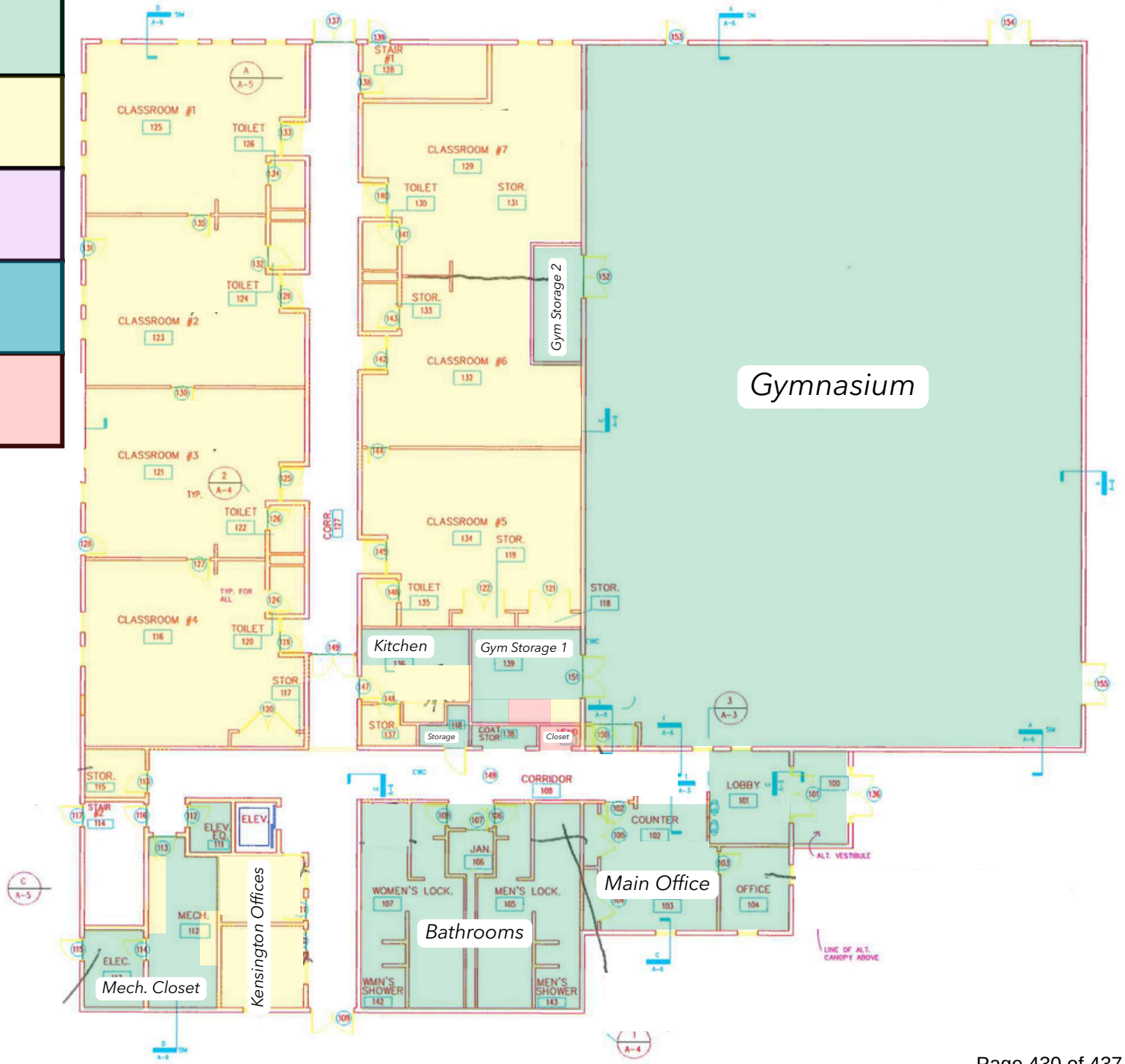
Grand Avenue Community Center Second Floor

Recreation Department	
Grand Avenue School	
Tower Chorale	
Jo's Footwork	
Mattix Music	
Historical Society	

N

Recreation Center - Main Floor

Recreation Department
Kensington School
Montessori
Jo's Footwork
Spartz Sportz



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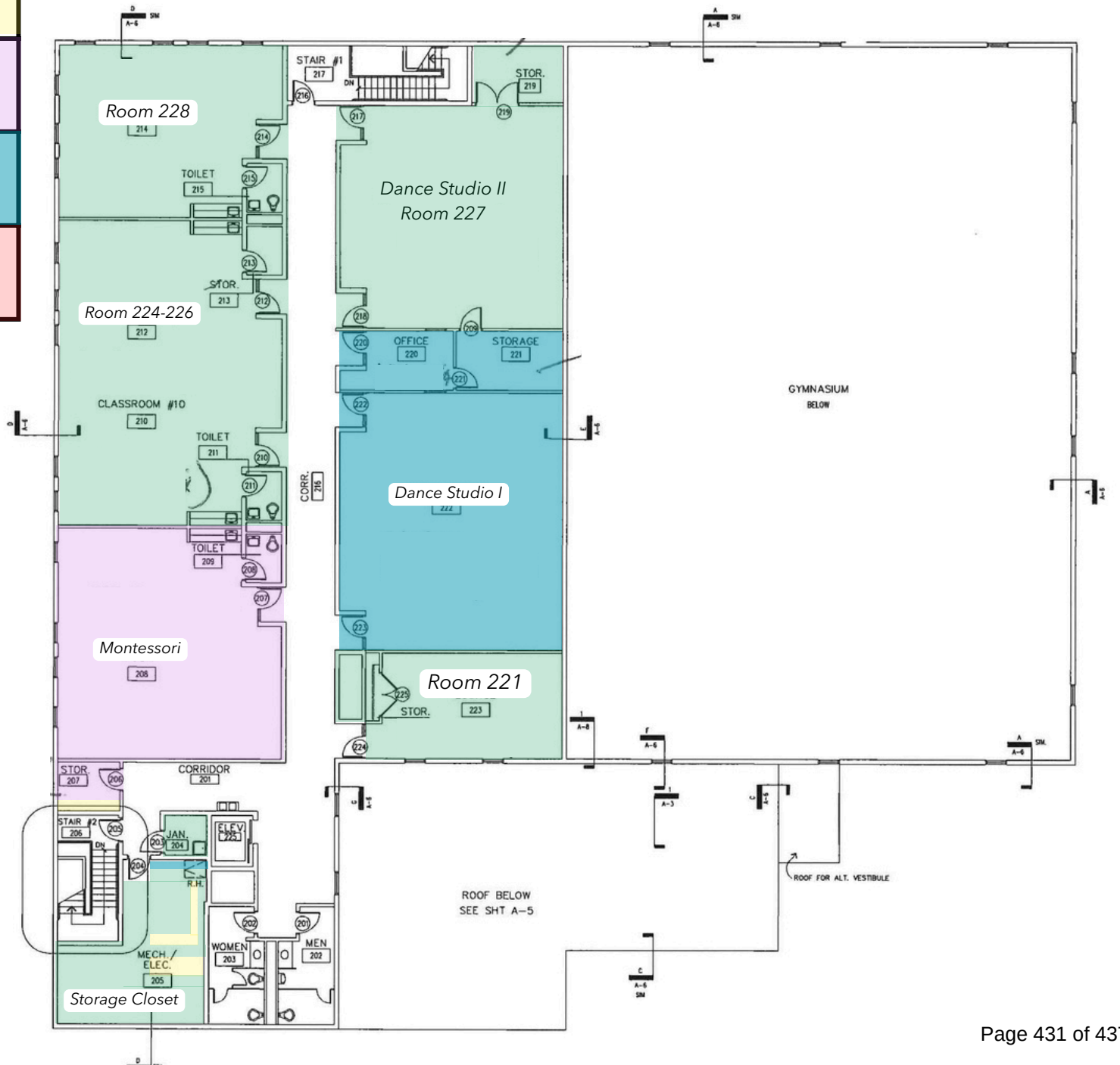
Recreation Center - Second Floor

Recreation Department	
Kensington School	
Montessori	
Jo's Footwork	
Spartz Sportz	



RESOLUTION NO. 26-__

VOTE:
AYES: _____
NAYS: _____
ABSENT:_____
ABSTAIN:_____
DATE: August 10, 2026
OTHER: None.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF INDEPENDENT CONTRACTOR AGREEMENTS BETWEEN THE VILLAGE OF WESTERN SPRINGS AND PREMIER ILLINOIS LLC, KENSINGTON SCHOOL OF WESTERN SPRINGS, INC., JO'S FOOTWORK STUDIO, MATTIX MUSIC INC. AND MONTESSORI SCHOOL OF WESTERN SPRINGS.

WHEREAS, the Village of Western Springs ("Village") is a non-home rule municipality pursuant to Section 1 of Article VII of the Constitution of the State of Illinois of 1970. Moreover, Section 10(a) of Article VII of the Constitution of the State of Illinois of 1970 authorizes municipalities to enter into contracts with individuals, associations and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, on May 18, 2015, with the passage of Resolution Numbers 15-2317, 15-2318, 15-2319, 15-2320 and 15-2322, the President and Board of Trustees of the Village approved and entered into independent contractor agreements with Grand Avenue Preschool And Day Care, Inc. (which agreement was later assumed by Premier IL Western Springs LLC with the passage of Resolution Number 22-2681), Kensington School of Western Springs, Inc., Jo's Footwork Studio, Mattix Music Inc. d/b/a Mattix Music Studio, and Montessori School of Western Springs, (referred to collectively as the "Contractors") (the "Agreements"). The Agreements are incorporated herein by reference and made a part hereof. On May 18, 2020, with the passage of Resolution Number 20-2551, and on June 28, 2021 with the passage of Resolution Number 21-2621 the President and Board of Trustees of the Village approved and entered into Addenda to the Agreements with the Contractors for extended terms that expired on June 30, 2025 (collectively the "2020 Agreements");

WHEREAS, based on the June 30, 2025 term expiration for each of the 2020 Agreements, the Village and the Contractors agreed to make rate-consistent changes to the fees and charges for the continued use of the respective spaces occupied by the Contractors and to extend the term of each of the 2020 Agreements for an additional one (1) year term to June 30, 2026 (collectively the "2025 Agreements"); and

WHEREAS, based on the June 30, 2026 term expiration for each of the 2025 Agreements, the Village and the Contractors agreed to make rate-consistent changes to the fees and charges for the continued use of the respective spaces occupied by the Contractors and to enter into a new agreement (collectively the "2026 Agreements").

WHEREAS, the Village and the Contractors agree to enter into updated versions of the 2025 Agreements, which include the 2021 and 2025 Amendments. Copies of the 2026 Agreements are attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, at a July 29th, 2026, public meeting, the Properties and Recreation Committee ("Committee") reviewed the terms of the 2026 Agreements and considered the Village staff's recommendation and provided the public with an opportunity for input regarding the 2026 Agreements and then, at its July 29th, 2026 meeting, the Committee favorably recommended that the Village Board approve the 2026 Agreements; and

WHEREAS, at its August 10, 2026 Regular Village Board Meeting, the President and Board of Trustees of the Village reviewed and discussed the 2026 Agreements and the Committee's recommendation, considered the Village staff's recommendation, and provided the public with an opportunity for input regarding the 2026 Agreements. At the August 10, 2026 Regular Village Board Meeting, the President and Board of Trustees accepted the Committee's favorable recommendation to approve and enter into the 2026 Agreements; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs and the Contractors have the authority to approve and enter into the attached 2026 Agreements, pursuant to Article VII, Section 10(a) of the Constitution of the State of Illinois of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/ *et seq*.), including Section 8-1-7(b)(2) (Contracts) (65 ILCS 5/8-1-7(b)(2)), Section 11-45.1-1 (Cultural Centers) (65 ILCS 5/11-45.1-1), Section 11-48-1 (Preservation of Historical Documents) (65 ILCS 5/11-48-1) and Sections 11-63-1 and 11-63-10 (Community Buildings and Gymnasiums) (65 ILCS 5/11-63-1; 65 ILCS 5/11-63-10).

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 Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the 2026 Agreements, which have the following titles:

1. INDEPENDENT CONTRACTOR AGREEMENT BETWEEN MONTESSORI SCHOOL OF WESTERN SPRINGS, INC. AND THE VILLAGE OF WESTERN SPRINGS (Term: July 1, 2026 to June 30, 2030);
2. INDEPENDENT CONTRACTOR AGREEMENT BETWEEN KENSINGTON SCHOOL OF WESTERN SPRINGS, INC. AND THE VILLAGE OF WESTERN SPRINGS (Term: July 1, 2026 to June 30, 2030);
3. INDEPENDENT CONTRACTOR AGREEMENT BETWEEN RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS AND THE VILLAGE OF WESTERN SPRINGS (Term: July 1, 2026 to June 30, 2030);
4. INDEPENDENT CONTRACTOR AGREEMENT BETWEEN PREMIER IL WESTERN SPRINGS, LLC D/B/A GRAND AVENUE PRESCHOOL AND THE VILLAGE OF WESTERN SPRINGS (Initial Term: July 1, 2026 to June 30, 2030).
5. INDEPENDENT CONTRACTOR AGREEMENT BETWEEN MATTIX MUSIC INC. D/B/A MATTIX MUSIC STUDIO AND THE VILLAGE OF WESTERN SPRINGS (Initial Term: July 1, 2026 to June 30, 2030).

The President and Board of Trustees of the Village of Western Springs authorize and direct the Village President and the Village Clerk, or their designees, to execute the final versions of the 2026 Agreements, substantially in the form attached hereto as **"Group Exhibit A,"** which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees also authorize 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 to take all actions necessary to fulfill the Village's obligations under the 2026 Agreements.

Section 3: Approval of Related Expenses. The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the 2026 Agreements.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the 2026 Agreements by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached 2026 Agreements to the Clerk's office and to the Contractors.

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 10th day of August, 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

Group Exhibit "A"

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MONTESSORI SCHOOL OF WESTERN SPRINGS, INC. AND THE VILLAGE OF WESTERN SPRINGS
(Term: July 1, 2026 to June 30, 2030)

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
KENSINGTON SCHOOL OF WESTERN SPRINGS, INC. AND THE VILLAGE OF WESTERN SPRINGS
(Term: July 1, 2026 to June 30, 2030)

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS AND
THE VILLAGE OF WESTERN SPRINGS
(Term: July 1, 2026 to June 30, 2030)

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
PREMIER IL WESTERN SPRINGS, LLC D/B/A GRAND AVENUE PRESCHOOL AND
THE VILLAGE OF WESTERN SPRINGS
(Term: July 1, 2026 to June 30, 2030)

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MATTIX MUSIC, INC. d/b/a MATTIX MUSIC STUDIO AND
THE VILLAGE OF WESTERN SPRINGS
(Term: July 1, 2026 to June 30, 2030)

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 26-_____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF INDEPENDENT CONTRACTOR AGREEMENTS BETWEEN THE VILLAGE OF WESTERN SPRINGS AND PREMIER ILLINOIS LLC, KENSINGTON SCHOOL OF WESTERN SPRINGS, INC., JO'S FOOTWORK STUDIO, MATTIX MUSIC INC., AND MONTESSORI SCHOOL OF WESTERN SPRINGS

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 10th day of August, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 10th day of August, 2026.

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

AYES:_____

NAYS:_____

ABSENT:_____

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

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

_____
Edward Tymick, Village Clerk

[Seal]

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: August 10, 2026

AGENDA ITEM 12.E.

To: Board of Trustees
From: Nancy Flores, Interim Director of Recreation
CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager
RE: Change Order for Recreation Center Office Furniture Additional Purchase (Discussion only)

Recommendation

Staff anticipates a recommendation at the September 14, 2026 Village Board meeting.

Summary

On March 23, 2026 the Village Board approved a furniture purchase from Henricksen utilizing an Omnia Partners Purchasing Cooperative. The Recreation Department is requesting an additional purchase of an ADA accessible countertop and small table from Henricksen.

Financial Impact

TBD

Recommended Motion

TBD

Strategic Plan Alignment

None.

File Attachments

None