



AGENDA

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: September 9, 2026 at 5:15 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Roll Call

C. Approval of Minutes

1. Meeting Minutes from July 29, 2026

D. Public Comment

E. New Business

1. Agreement with Safe-Way Tuckpointing, LLC for Tuckpointing Repairs at Village Buildings
2. Agreement with Riddiford Roofing for the Roofing Repair for Village Buildings and Garland/DBS Inc. for Roofing Materials through Omnia Partners Purchasing Cooperative
3. Right of Way Use License and Fiber Optic Cable Agreement between the Village of Western Springs and Ezee Fiber Texas, LLC
4. Agreement with Best Officials for Officiating Travel and Recreation Basketball Programs

F. Other Business

1. Change Order to the Recreation Center Office Furniture - Omnia Partners Purchasing Cooperative

G. Closed Session

1. Closed Session for the purpose the setting of a price for sale or lease of property owned by the public body pursuant to 5 ILCS 120/2 (6).

H. Schedule Next Committee Meeting

I. 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.

Properties and Recreation Committee Meeting Minutes

Wednesday, July 29, 5:40 PM

Village Board Room

740 Hillgrove Western Springs, IL 60558

Call to Order: 6:05 PM

Chair: Trustee Phil Nawrocki Presiding

Committee Members

Present: Trustee Nicole Chen
Ex-Officio Member Village President Heidi Rudolph

Also Present

Village Attorney Anne Skrodzki
Ellen Baer, Village Manager
Casey Biernacki, Deputy Village Manager
Matthew Supert, Director of Municipal Services
Diana Puga, Municipal Services Coordinator

Others

None.

Roll Call

As noted above.

Approval of Minutes:

Chairperson Phil Nawrocki motioned to approve the July 8, 2026 Properties and Recreation meeting minutes, second by Member Trustee Chen. Motion passed unanimously on a voice vote.

Public Comment: None

New Business:

Agreement with Innova Fence for the 2026 Recreation Center Fence Installation

Municipal Services Coordinator Puga stated that, following more wildlife sightings at the Recreation Center and to contain the area for use by the preschool and early childhood programs, the Village bid for installation of a fence along the west property line. The bid was issued on June 25, 2026 and the bid opening was held on July 9. The Village received four qualified bids and the lowest cost, qualified, responsible bidder was Innova Fence for \$35,450.00.

Chairperson Nawrocki made a motion to recommend to the Village Board 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, seconded by Trustee Chen. The motion passed unanimously on a voice vote.

2026 Fire Sprinkler Repair Project

Municipal Services Coordinator Puga reported that on June 25, 2026 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 began soliciting three (3) quotes directly from potential contractors. At the time of the meeting, staff had received one (1) quote and received confirmation from two (2) other contractors that they would also provide quotes. Staff anticipates bringing a recommendation to the August 10 Board meeting.

This item required no action.

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

Municipal Services Director Supert reported that the Village budgeted for various roofing projects. To assist with the preparation of the specifications for the roofing repairs and the purchase of roofing materials, Village staff recommended 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.

Chairperson Nawrocki made a motion to recommend to the Village Board a waiver of the competitive bidding process and approval of a contract through Omnia Partners with Garland/DBS Inc. for roofing supplies and services, seconded by Trustee Chen. The motion passed unanimously on a voice vote.

Independent Contractor Agreements with Kensington School, Mattix Music, Premier Illinois, Jo's Footwork, and Montessori School of Western Springs

Deputy Village Manager reported that the Village established one-year independent contractor agreements with various contractors that provide services and programming to the residents and neighboring communities. Staff have updated the agreement language, adjusted footage pricing, room utilization, and includes language to allow for either party to back out. Also came with an increase with sq footage pricing. Staff proposed a separate agreement with the Historical Society that is more partnership based but will continue the existing agreement until a new agreement is drafted.

Chairperson Nawrocki made a motion to recommend to the Village Board the approval of Independent Contractor Agreements between the Village of Western Springs and the Kensington School of Western Springs, Inc., Mattix Music Inc., DBA Mattix Music Studio, Montessori School of Western Springs, and Right Foot Productions, LLC DBA Jo's Footwork Studio, and Premier IL, seconded by Trustee Chen. The motion passed unanimously on a voice vote.

Change Order for Recreation Center Office Furniture Additional Purchase

Deputy Village Manager Biernacki reported that on March 23, 2026 the Village Board approved a furniture purchase from Henricksen utilizing an Omnia Partners Purchasing Cooperative. The Recreation Department solicited pricing from Henrickson for an additional purchase of an ADA accessible countertop and small table. Staff anticipated having final costs for the additional purchase for the August 10, 2026 Board meeting.

This item required no action.

Other Business:

None other business.

Schedule for the Next Committee Meeting

The next Properties & Recreation Committee meeting will be scheduled in tandem with the General Government Committee meeting.

Adjourn

Chairperson Nawrocki motioned to adjourn the meeting, seconded by Trustee Chen. Motion passed unanimously on a voice vote.

Meeting adjourned at 6:23 PM.

Respectfully Submitted: Diana Puga, Municipal Services Coordinator

DRAFT



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: September 9, 2026

AGENDA ITEM E.1.

To: Properties and Recreation Committee

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 Safe-Way Tuckpointing, LLC for Tuckpointing Repairs at Village Buildings

Recommendation

Consider a recommendation to award the 2026 tuckpointing repairs for various Village buildings to the lowest cost, qualified, and responsive bidder Safe-Way Tuckpointing, LLC for an amount not to exceed \$67,000.00.

Summary

The Village will annually budget for masonry/tuckpointing repairs of various Village buildings. Tuckpointing is a specialized masonry repair method that involves removing deteriorated mortar from joints between bricks or stones, and replacing it with fresh material, and is essential to the structural integrity of the building.

The Village issued an Invitation to Bid on Thursday, August 13. A mandatory pre-bid meeting was held on Thursday, August 20, during which prospective contractors visited the worksites and had the opportunity to ask questions. On August 27, the Village received a total of two (2) bids. A summary of the bids is attached.

This year, the project includes tuckpointing at the Historic Water Tower, Grand Avenue Community Center Towers, and the Train Station. Based on the available budget, Village staff recommends the following:

- Approval of the base and alternate bid for the Historic Water Tower (\$50,000)
- Approval of the Base bid and purchase of brick pallet for the Grand Avenue Recreation Center (\$9,000)
- Approval of the base bid for the Train Station (8,000)

Staff performed the necessary reference check and found no concerns in awarding this contract to Safe-way Tuckpointing, LLP.

Financial Impact

Account	4104310 60015	Account	4202590 62015	Account	6605210 60015
Fund	Capital	Fund	BNSF	Fund	Recreation
2026 Budget	\$80,000	2026 Budget	\$10,000	2026 Budget	\$10,000
Project Cost	\$50,000	Project Cost	\$8,000	Project Cost	\$9,000

Recommended Motion

I move to recommend to the Village Board approval of a contract for the 2026 tuckpointing repairs to the lowest cost, qualified, and responsive bidder Safe-Way Tuckpointing, LLC in an amount not to exceed \$67,000.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2026 Tuckpoint Bid Tabulation Results and Recommendation

Base Bid

Location	Futurity 19 Inc.	Safe-Way Tuckpointing LLP
Grand Avenue Community Center (Northwest Tower)	\$ 14,650.00	\$ 7,000.00
Water Tower – Red Brick (Top Portion)	\$ 37,000.00	\$ 29,000.00
Train Station – Limestone Banding	\$ 8,350.00	\$ 8,000.00
Total (As Read)	\$ 60,000.00	\$ 44,000.00
Total (As Calculated)	\$ 60,000.00	\$ 44,000.00
Difference (As Read - As Calculated)	\$ -	\$ -

Alternate Bid

Location	Futurity 19 Inc.	Safe-Way Tuckpointing LLP
Grand Avenue Community Center (Northeast Tower)	\$ 14,650.00	\$ 7,000.00
Water Tower – Limestone (Bottom Portion)	\$ 50,475.00	\$ 21,000.00
Train Station – Stone Columns	\$ 8,950.00	\$ 6,000.00
Brick Pallet	\$ 2,810.00	\$ 2,000.00
Total (As Read)	\$ 76,885.00	\$ 36,000.00
Total (As Calculated)	\$ 76,885.00	\$ 36,000.00
Difference	\$ -	\$ -

Bid	Futurity 19 Inc.	Safe-Way Tuckpointing LLP
Base Bid	\$ 60,000.00	\$ 44,000.00
Alternate Bid	\$ 76,885.00	\$ 36,000.00

Total Recommended	\$ 67,000.00
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AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: September 9, 2026

AGENDA ITEM E.2.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator , Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: Agreement with Riddiford Roofing for the Roofing Repair for Village Buildings and Garland/DBS Inc. for Roofing Materials through Omnia Partners Purchasing Cooperative

Recommendation

Consider a recommendation to award the 2026 Roofing Projects bid to Riddiford Roofing for an amount not to exceed \$141,260.00 for the labor and non-Omnia contract materials, and authorization of not-to-exceed cost of \$189,650.34 for roofing materials from Garland/DBS Inc., through Omnia Partners Purchasing Cooperative Contract #PW1925.

Summary

The Village budgeted for roofing repairs at Village Hall, the Historic Tower, Public Works, and Fire Station 2 (South Fire Station). The Village also partnered with Garland/DBS Inc. to assist with the preparation of the specifications for the roofing repairs, and for the purchase of roofing materials through Omnia Partners Purchasing Cooperative Contract #PW1925. Garland/DBS Inc. has both assisted staff previously in the preparation of bid documents and has performed roof repairs at various Village facilities.

The Village issued an Invitation to bid on Friday, August 14. A mandatory pre-bid meeting was held on Tuesday, August 18, during which prospective contractors visited the worksites and had the opportunity to ask questions. On August 28, the Village received a total of five (5) bids. A summary of the bids is as follows:

	Labor & Non-Omnia Materials	Omnia Materials	All Base Bids	Alternate Bid	Total
F&G ROOFING	\$ 190,000.00	\$ 200,050.29	\$ 390,050.29	\$ 158,092.57	\$ 548,142.86
RIDDIFORD ROOFING	\$ 141,260.00	\$ 189,650.34	\$ 330,910.34	\$ 108,964.44	\$ 439,874.78
MALCOR ROOFING	\$ 154,870.00	\$ 213,129.18	\$ 367,999.18	\$ 123,479.25	\$ 491,478.43
DCG ROOFING	\$ 219,000.00	\$ 220,602.69	\$ 439,602.69	\$ 181,388.77	\$ 620,991.46
KNICKERBOCKER ROOFING	\$ 165,510.00	\$ 232,611.39	\$ 398,121.39	\$ 150,347.95	\$ 548,469.34

After a review of the bids and the available budget, Village Staff recommends awarding the base bid for all three locations (Public Works, Historic Water Tower, and Train Station 2) to Riddiford Roofing for an amount not to exceed \$141,260.00. The companies who submitted bids have been vetted by and have previously worked with Garland/DBS, Inc and staff is confident Riddiford Roofing will complete the work in accordance to the bid specifications.

On August 10, the Village Board approved a resolution, R-26-3031, approving a waiver of the competitive bidding process and approval of a contract (#PW1925) through Omnia Partners with Garland/DBS Inc. for roofing supplies and services. The total cost for the purchase of roofing materials is \$189,650.34. The combined project total is \$330,910.34.

Financial Impact

Account	4104310 60015
Fund	Capital
2026 Budget	\$354,000.00
Project Cost	\$330,910.34

Account	4104310 50320
Fund	Capital
2026 Budget	\$34,000.00
Project Cost	\$330,910.34

Recommended Motion

I move to recommend to the Village Board approval of the 2026 Roofing Projects contracts to Riddiford Roofing for an amount not to exceed \$141,260.00 for the labor and non-Omia contract materials, and Garland/DBS Inc. for an amount not-to-exceed \$189,650.34 for roofing materials through Omnia Partners Purchasing Cooperative Contract #PW1925.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

None



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: September 9, 2026

AGENDA ITEM E.3.

To: Properties and Recreation Committee

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: Right of Way Use License and Fiber Optic Cable Agreement between the Village of Western Springs and Ezee Fiber Texas, LLC

Recommendation

Consider a recommendation to approve right-of-way use license and fiber optic cable agreement between the Village of Western Springs and Ezee Texas Fiber, LLC.

Summary

The Village of Western Springs and Ezee Fiber Texas, LLC are entering into a master license agreement granting the company non-exclusive permission to construct, install, operate, maintain, and remove an underground fiber-optic telecommunications system within designated public rights-of-way within the Village for the purpose of providing home internet and telecommunications services to residences within the Village.

Attached for the Committee's review is a draft of a Master Licensing Agreement developed by the Village attorney and of which a similar version has been used in other communities which regulates all aspects of Ezee Fiber's use of Village ROW, system construction, restoration, fees, reporting, insurance, and compliance obligations.

If the Committee recommends approval and the Village Board concurs, staff recommends approval of the agreement at the first meeting on September 14, 2026 to ensure provisions are in place prior to the submittal of any permits from Ezee Fiber Texas, LLC.

Financial Impact

N/A

Recommended Motion

I move to approve a right-of-way use license and fiber optic cable agreement between the Village of Western Springs and Ezee Texas Fiber, LLC.

Strategic Plan Alignment

N/A

File Attachments

1. Western Springs Master License Agreement - EZEE FIBER - draft - 09.01.26(2162859.1)

**MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND EZEE FIBER TEXAS, LLC**

(FIBER OPTIC NETWORK USE)

THIS MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT (hereinafter referred to as this "Agreement"), is made and entered into this ____ day of _____, 2026 pursuant to authority provided by the Illinois Constitution of 1970, Illinois State Statutes, and the Village Municipal Code, between the Village of Western Springs, an Illinois municipal corporation, with its principal office located at 740 Hillgrove Avenue, Western Springs, Illinois 60558 (hereinafter referred to as the "Village") and Ezee Fiber Texas, LLC, with its principal office located at 5959 Corporate Drive, Suite 2000, Houston, Texas 77036, (hereinafter referred to as the "LICENSEE"). The Village and the LICENSEE may be hereinafter referenced individually as "Party" or cumulatively as "Parties".

IT IS, THEREFORE, AGREED by and between the Village and the LICENSEE, in consideration of the public health, welfare and safety, and the promises and mutual covenants contained herein, as follows:

1. INTERPRETATIONS AND DEFINITIONS

- a. Interpretation:** When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; and words in the singular number include the plural number. The words "shall" or "will" are always mandatory and not merely directory, and the word "may" is permissive.
- b. Definitions:** Except as provided herein, terms used within this Agreement shall have the same meaning as set forth within the Village's Right-of-Way Ordinance, as defined herein. Whenever used in this Agreement, the following terms shall have the following meanings:
 - i. Effective Date:** The date of this Agreement as set forth on the beginning of the first page of this Agreement, which date shall be used for reference purposes and all other purposes.
 - ii. Facilities:** The individual parts that together make the LICENSEE's System operational for the purposes set forth herein, including, without limitation, all cables, conduits, access manholes, pedestals, boxes, equipment, devices and other appurtenances in the Right-of-Way.
 - iii. Final Plans and Specifications:** Those certain plans and specifications for the System approved by the Village pursuant to this Agreement.
 - iv. Governmental Authorities:** The United States of America, the State of Illinois, the County of Cook and any political subdivision thereof, including, without limitation, the Village and any agency, department, commission, board, bureau or other instrumentality of any of them that has jurisdiction over the System or any property over, under, above or along which the System shall be installed.
 - v. License:** The nonexclusive, revocable license granted to the LICENSEE in this Agreement, to use certain Right-of-Way within the license area for the purposes of

constructing, installing, using, maintaining, testing, inspecting, operating, repairing and removing the System pursuant to and in accordance with this Agreement.

- vi. **License Fee:** The fees required to be paid pursuant to this Agreement in consideration for the License.
- vii. **Municipal Code:** The Municipal Code of the Village of Western Springs, Illinois.
- viii. **Permits:** All approvals, consents, permits, certificates, licenses, easements and authorizations required to be obtained from all Governmental Authorities and Persons, in connection with the Systems, including those needed to obtain access to or use of any real property.
- ix. **Person:** Any natural person, or association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity or organization, whether for profit, not-for-profit, excluding Governmental Authorities.
- x. **Preliminary Plans and Specifications:** Those certain plans and specifications for the System submitted by the LICENSEE to the Village's **Project Manager, or his or her designee, pursuant to this Agreement.**
- xi. **Right-of-Way:** A public street, highway, road, roadway, utility easement, or other public right-of-way now or hereafter held by the Village in a proprietary or governmental/regulatory capacity.
- xii. **Right-of-Way Ordinance:** The Construction of Utility Facilities in the Rights-of-Way Ordinance contained in the Municipal Code at Section 97.055.
- xiii. **System:** The network consisting primarily of fiber optic cables to be constructed and installed by the LICENSEE pursuant to and in accordance with this Agreement, including, without limitation, all Facilities to be used by the LICENSEE for the purposes of transmitting, receiving and distributing high speed internet and other information, including, without limitation, voice, data, signals, messages, and other forms of communications and telecommunications, provided that the LICENSEE shall not be a cable operator, as such term as defined under the Cable Communications Policy Act of 1984 and the 1992 Cable Television Consumer Protection and Competition Act, as amended or as may be amended in the future.
- ix. **System Provider:** Any person providing a System and services within the Village pursuant to approval granted by the Village.

2. **GRANT AND ACCEPTANCE OF LICENSE**

- a. **Grant of License:** The Village hereby grants to the LICENSEE a non-exclusive, revocable License for the Term of this Agreement to operate its System and occupy and use only the certain Right-of-Way within the Village as detailed in the Permits and Final Plans and Specifications referenced in this Agreement for the sole purpose of constructing, installing, using, maintaining, testing, inspecting, operating, repairing and removing the LICENSEE's System. This License is limited to only the specific route and locations within the certain Right-

of-Way within the Village, as detailed in the approved Final Plans and Specifications. This Agreement does not convey any right, title or interest in the Right-of-Way or property of the Village but shall be deemed a license only to use and occupy the Right-of-Way or property of the Village for the limited purposes stated in this Agreement. Neither this Agreement nor the License shall be construed to create an assignment coupled with an interest, any vested right, or any warranty of title. The Parties hereto expressly intend and acknowledge that the LICENSEE's fiber optic cables and telecommunication lines will be personal property of the LICENSEE and not fixtures.

The rights granted to the LICENSEE herein shall always be subordinate to the Village's right to ingress into and egress out of, to use, occupy, repair, maintain, or otherwise utilize the Right-of-Way.

- b. **System Obligations:** LICENSEE's System shall be designed to provide and shall be capable of providing System Services to all persons, including but not limited to residential, commercial, industrial, and governmental customers, throughout the Village and LICENSEE shall make such Services available to all such customers throughout the term of this Agreement; provided, however, that the LICENSEE shall not be required to construct its System within any area of the Village already served by another System Provider.
- c. **Acceptance of License:** The LICENSEE hereby accepts the License and agrees to strictly comply with this Agreement.
- d. **License, Permits and Approvals:** With the exception of those rights granted herein, this Agreement shall not take the place of any license, permit or approval that is or may in the future be required to be, secured by the LICENSEE from other Governmental Authorities or Persons in order to (i) install, use, maintain, test, inspect, operate, repair or remove the System; (ii) access, possess or otherwise use any real property, including any right-of-way of any other governmental entity; or (iii) engage in, maintain, operate or carry on a business within the Village.
- e. **Nonexclusivity of Grant:** This Agreement does not grant any exclusive right, privilege, license or franchise to occupy or use the Right-of-Way or property of the Village for the provision of any services or any other purpose. Nothing contained in this Agreement shall prohibit the Village from granting other Governmental Authorities or Persons a license similar to the one granted herein to construct, install, maintain and operate a System in the Village.
- f. **License Term:** The Term of the License shall be for a period of five (5) years, beginning on the Effective Date and ending five (5) years from the Effective Date, provided that LICENSEE is in compliance with the requirements of the Village's Code and the terms and conditions herein.
- g. **License Renewal:** This Agreement shall automatically renew for two (2) successive five (5) Year terms (the "Renewal Terms") provided Licensee is in compliance with the terms and conditions of this Agreement at the time of renewal. This agreement may be terminated by either Party at the end of the Initial Term or then current Renewal Term by providing not less than ninety (90) days advance written notice of termination prior to renewal to the other Party.

3. **TAXES AND FEES**

- a. **Simplified Municipal Telecommunications Tax**: LICENSEE hereby represents that (1) the Illinois Commerce Commission granted the Licensee a Certificate of Exchange Service Authority to provide facilities based local telecommunications services, (2) the LICENSEE may provide telecommunications services within the Village as a Telecommunications Retailer as defined by the Telecommunications Infrastructure Maintenance Fee Act (TIFMA) (35 ILCS 635/10), in the future, and (3) upon providing telecommunications services shall be subject to Simplified Municipal Telecommunications Tax (SMTT) (35 ILCS 636/5) as imposed by the Village for the Facilities being installed pursuant to this Agreement. Should the LICENSEE provide telecommunications services within the Village, LICENSEE shall collect and pay the Village's Simplified Municipal Telecommunications Tax as required by the Municipal Code and State Law for the use of the Facilities installed pursuant to this Agreement. LICENSEE agrees to timely pay the SMTT during the term if this Agreement.

For so long as (a) the Village imposes a simplified municipal telecommunications tax (or any successor tax) in the amount of 6%, or the maximum rate otherwise allowable by applicable law, as may be amended from time to time, and (b) LICENSEE provides telecommunications services within the Village and collects and remits said SMTT, no recurring annual fees or other amounts shall be due to the Village for the use and occupancy of the Village's Right-of-Way. On no less than a quarterly basis, LICENSEE shall submit in writing confirmation of the amount of the SMTT remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the Village's Finance Department via USPS or electronic mail, and it shall include the LICENSEE's name, the contact information for the person or department responsible on behalf of LICENSEE for answering any questions related to the remittance, period of remittance and amount remitted.

Nothing set forth in this agreement shall limit the authority of the Village to enact any tax or fee authorized by the laws of the State of Illinois or the authority of the Village granted by the Illinois Constitution.

- b. **Fees**: LICENSEE shall pay to the Village an initial fee of Ten Thousand Dollars (\$10,000) ("Initial Fee") within thirty (30) days of the execution of this Agreement.

Thereafter, (1) if the SMTT is no longer imposed by the Village, (2) the LICENSEE is not required by law to pay the SMTT, or (3) does not provide Telecommunications Services, LICENSEE shall pay an annual fee ("Annual Fee") to the Village in the amount of Ten Thousand Dollars (\$10,000) which annual fee shall be increased each year by four percent (4%) over the previous year's fee. The annual fee shall be paid to the Village no later than April 30 of each year. Payments made after April 30th shall include a late-penalty fee of ten percent (10%) or the highest rate permitted by law..

- c. **Permit Fees**: In addition to the Initial Fee, and as applicable the SMTT or the Annual Fee, the LICENSEE shall pay any applicable permit fees for each permit applied for and/or issued in accordance with the Municipal Code.

- d. **Third Party Review Fees:** The LICENSEE shall reimburse to the Village the reasonable cost of any third-party engineering or other review of its permit applications, for compliance with all applicable codes, rules and regulations of the Village and other Governmental Authorities, as applicable. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty (30) days of receipt.
- e. **Construction Oversight:** The LICENSEE shall reimburse to the Village the reasonable cost of any construction oversight and monitoring of LICENSEE's work within the Village. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty (30) days of receipt.
- f. **Installation of Service to the Village:** In addition to constructing the System within the Village, LICENSEE shall, at the request of the Village, provide an estimate regarding the cost of, or install additional conduit, handholes, and other System components or related facilities within LICENSEE's planned installation paths for the purpose of serving Village-owned or Village-operated facilities identified by the Village from time to time ("Village Facilities"). The Village Facilities shall include, but are not limited to:

[insert, if applicable]

The Village shall be responsible for reimbursing LICENSEE for the actual, reasonable, and documented incremental cost of such installations within thirty (30) days of receiving an invoice from LICENSEE, unless otherwise agreed in writing.

All conduit and handholes installed for the Village shall become the property of the Village.

- g. **Other Fees, Costs and Compensation:** The Village shall issue the LICENSEE invoices for the amount of any other fees, costs and compensation due to the Village from the LICENSEE pursuant to this Agreement or pursuant to any applicable Village codes, rules and regulations.
- h. **Default Fees and Costs:** The LICENSEE agrees to pay the Village's reasonable attorney's fees and costs of collection, including litigation costs, should the LICENSEE default on this Agreement.
- i. **General Fee Provisions:**
 - i. In the event that the LICENSEE fails to pay the SMTT or any fees in lieu of the SMTT during the term of this Agreement, the Village may in the Village's sole discretion, (1) terminate this Agreement; or (2) may require the LICENSEE to reimburse the Village for all additional costs and expenses incurred by the Village in connection with any issuance, modification, amendment, renewal or transfer of this Agreement or of the License granted pursuant to this Agreement and to pay compensation charged and paid for the use of the Right-of-Way, separate from, and additional to, all federal, State, local and Village taxes as may be levied, imposed or due from any Person or its customers or subscribers, or on account of any business, activity or services, whether or not relating to use of Right-of-Way.

- i. Each invoice provided to LICENSEE by Village shall be paid by the LICENSEE within thirty (30) days from the date of issuance of said invoice.
- iii. Any payment due from a LICENSEE that is more than thirty (30) days past due shall be deemed delinquent and shall accrue interest at the rate of 18% or the highest rate permitted under the law, whichever is less, compounded annually.
- iv. The acceptance by the Village of any payment shall not be construed as an accord by the Village that the amount of such payment is the correct amount due from the LICENSEE pursuant to this Agreement, nor shall such acceptance of any payment be construed to be a release or waiver of any claim the Village may have for further or additional sums due and payable pursuant to this Agreement.
- v. All payments due to the Village from the LICENSEE pursuant to this Agreement shall be paid without counterclaim, setoff, deduction or defense. In the event the LICENSEE does setoff or deduct any amount from any such payment or otherwise reduces the amount due based on a counterclaim or defense, the Village shall have the right to, without any liability to the LICENSEE, its customers or any third Persons, pursue all remedies available to it at law or in equity, including without limitation, revocation of the LICENSEE's License.
- vi. Payment by the LICENSEE to the Village of the fees and charges set forth in this Agreement are compensation for Village services and shall not be considered in the nature of a tax. Such payments shall be separate from, and additional to, all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of the LICENSEE.
- vii. The Village will give LICENSEE reasonable advance notice and documentation for any costs, fees, or other compensation due to the Village pursuant to this Agreement.

4. INTERCITY CIRCUITS AND REPORTING REQUIREMENTS

- a. If the LICENSEE constructs circuits from within the Village limits of the Village extending to points beyond such Village limits and providing point-to-point nonswitched interexchange telecommunications services with no intermediate Services within the Village ("Intercity Circuits"), the LICENSEE agrees to bill its customers separately for telecommunication Services provided through Intercity Circuits.
- b. The LICENSEE shall furnish to the Village such information as may be reasonably required by the Village to effect compliance by the LICENSEE and the LICENSEE's customers with any ordinances of the Village which shall be in effect from time to time regulating, taxing or otherwise concerning the LICENSEE's operation of a System pursuant to this Agreement.
- c. The LICENSEE also specifically acknowledges its duty and obligation to comply with the ordinances of the Village, including any ordinances that require the payment or collection of another Village tax or the obtaining of any Village licenses. Breaching the provisions of this Section shall be a default under this Agreement.

5. **CONSTRUCTION OF SYSTEM**

a. **Plans and Specifications:**

- i. **Submission of Plans and Specifications:** The LICENSEE shall, within forty-five (45) days after the Effective Date, or such later date as mutually agreed to by the Parties in writing, submit to the Project Manager, for review and comment, Preliminary Plans and Specifications, and such other documentation as required by the Project Manager. The Preliminary Plans and Specifications shall be provided in Shapefile, File Geodatabase, or other Village approved format and shall include, without limitation:
 1. A map in sufficient detail indicating:
 - a. the proposed route for all fiber cable lines in each Right-of-Way where such cables are proposed to be placed underground;
 - b. all trees, structures, improvements and obstructions in such Right-of-Way and any utility facilities, structures or other improvements or obstructions that the LICENSEE proposes to temporarily or permanently remove or relocate; and
 - c. the names of owners of all properties, public or private, under, over or across that the fiber lines are proposed to be constructed and/or installed.
 2. The proposed phasing of the construction activities.
 3. A complete list of all permits required to be obtained from Governmental Authorities.
 4. A written traffic control plan delineating the proposed construction schedule and traffic impacts on the Right-of-Way. The plan shall be proposed in accordance with the Manual on Uniform Traffic Control Devices published by the United States Department of Transportation, Federal Highway Administration and the Illinois Department of Transportation (IDOT) Traffic Control Standards.
 5. Such additional information as required by the Village.
- ii. **Review by the Village/Identification of Conflicts:** The Project Manager shall review the Preliminary Plans and Specifications within twenty-five (25) days and shall submit any comments in writing to the LICENSEE. The failure of the Project Manager to provide comments within twenty-five (25) days shall not constitute approval of the Preliminary Plans and Specifications. Where conflicts with other utilities, overcrowding of particular rights-of-way, or other potential issues are identified, the LICENSEE shall be advised of same, and the LICENSEE shall propose alternative locations. The Parties shall consult or otherwise work cooperatively to identify the availability of alternatives. The Village shall have the right to refuse to approve or authorize any permit if it reasonably determines that space within a Right-of-Way is inadequate to accommodate the LICENSEE's Facilities.

- iii. **Phasing:** LICENSEE shall construct and install its network within the Village in orderly phases approved by the Village. LICENSEE shall not commence Village-wide construction or simultaneous construction in multiple areas of the Village unless expressly approved in writing by the Village's Project Manager.

Prior to commencing any construction, LICENSEE shall submit to the Village a proposed phasing plan identifying the geographic limits of each phase, the anticipated construction schedule for each phase, the nature and extent of work to be performed, proposed staging or laydown areas, anticipated traffic control measures, and the permits or approvals required for each phase. The phasing plan shall be subject to review and approval by the Village, which approval may include reasonable conditions intended to protect the public health, safety, welfare, Village infrastructure, traffic circulation, pedestrian access, emergency access, and the orderly administration of the Village's permitting and inspection processes.

LICENSEE shall apply for and obtain all required permits for each approved phase before commencing work within that phase. The Village may limit the number, scope, location, or timing of permits issued or active at any one time as reasonably necessary to allow the Village to review, permit, inspect, and administer the work in an orderly manner and to avoid unreasonable disruption to residents, businesses, public rights-of-way, Village operations, or other public improvements.

LICENSEE shall complete each phase, including restoration of affected public rights-of-way and other disturbed areas, to the Village's reasonable satisfaction before commencing work in a subsequent phase, unless the Village approves overlapping phases in writing. LICENSEE shall coordinate all work with the Village and shall adjust the phasing plan as reasonably required by the Village to account for weather, emergencies, conflicts with other public or private construction, special events, seasonal restrictions, public safety concerns, or other conditions affecting the orderly performance and administration of the work.

Nothing in this Section shall limit the Village's authority to require permits, inspections, traffic control, restoration, bonds, insurance, indemnification, or compliance with applicable laws, ordinances, standards, and permit conditions for each phase of the work.

- iv. **Submission of Final Plans and Specifications:** The LICENSEE shall, submit to the Project Manager, or his or her designee, with the Permit Application for each Phase, Final Plans and Specifications in Shapefile, File Geodatabase, or other Village approved format. The Final Plans and Specifications shall consist of final, complete and revised versions of each of the Preliminary Plans and Specifications which shall include the location of all existing utilities in the right-of-way, the horizontal and vertical depth proposed for the underground burial of all fiber optic cable and facilities and such other information as required by the Right-of-Way Ordinance. If the Project Manager, or his or her designee, is satisfied that the Final Plans and Specifications are in order and reflect all the revisions that the Project Manager, or his or her designee, requested in connection with the review of the Preliminary Plans and Specifications, then the Project Manager,

or his or her designee, shall approve the Final Plans and Specifications not later than twenty-five (25) days after receipt thereof. In the event the Final Plans and Specifications do not meet the requirements of the Project Manager, or his or her designee, he or she shall notify the LICENSEE, in writing, of the denial of the Final Plans and Specifications. The failure to approve the Final Plans and Specifications within twenty-five (25) days shall not constitute approval of such Final Plans and Specifications. No construction of any kind shall commence, and the Village shall not be required to issue any permits for any construction, unless and until the Project Manager, or his or her designee, approves the Final Plans and Specifications.

- v. **No Waiver of Code Requirements:** Under no circumstances shall the Village be obligated or required to revise, amend, modify or waive any of the codes, ordinances, rules or regulations of the Village.

b. Coordination of Construction Activities:

- i. The LICENSEE is required to and shall cooperate with the Village and other licensees.
- ii. By February 1 of each year, the LICENSEE shall provide the Village with a schedule of its proposed construction activities in, around or that may affect the Right-of-Way and ways during the subsequent one (1) year period.
- iii. The LICENSEE shall meet with the Village, other licensees and users of the Right-of-Way annually or as determined by the Village to schedule and coordinate construction in the Right-of-Way.
- iv. All construction locations, activities and schedules shall be coordinated, as ordered by the Village's Project Manager, or his or her designee, to minimize public inconvenience, disruption or damages.

- c. **Adjustments:** The LICENSEE shall adjust to depth, line, and/or grade at its sole expense all appurtenances related to its System in the street or Right-of-Way at the time the street or Right-of-Way rehabilitation, repair or reconstruction occurs.

d. Permits:

- i. **Obligation to Obtain Village Permit:** As a condition precedent to its right of access and use of the Right-of-Way, the LICENSEE shall submit a site-specific permit application for the locations within each Phase for which a permit is requested. Each permit application shall include all siting, design, construction information and documents required by the Right of Way Ordinance in sufficient detail to demonstrate to the Village that the System will be constructed in accordance with all applicable codes and ordinances and shall meet the requirements of this Agreement, provided, however, whenever the LICENSEE elects to engage in construction or maintenance of a lateral connection from its System to a customer location which was not included within the Final Plans and Specifications, such permit application and plans and specifications shall demonstrate that such lateral is consistent with the overall concept of the Final Plans and Specifications, presents no threat to the public health and safety, and meets all other

requirements of this Agreement. If the Project Manager is satisfied that the proposed construction conforms to the requirements of the Right-of- way Ordinance and this Agreement, the Project Manager shall issue a permit as soon as practicable.

- ii. **Obligation to Obtain Other Permits:** The LICENSEE shall, before commencing construction of any kind in the Village, obtain all Permits as may be necessary or required for the use of property in connection with, and for the construction of, the Telecommunication System. The LICENSEE shall submit copies of all Permits received by it, with the exception of those issued by the Village, to the Project Manager, or his or her designee, prior to the commencement of construction.
- iii. **Title; Condition of Right-of-Way:** It is understood and agreed that the Village makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the Right-of-Way; the condition of the underground duct or conduit, if any; the location of any utilities or facilities in the Right-of-Way; the accuracy of any documents provided by the Village to the LICENSEE; any other improvements or soils located on the Right-of-Way; or the suitability of the Right-of-Way for LICENSEE's intended use. LICENSEE assumes all risks associated with the placement, operation and maintenance of the Facilities within the Right-of-Way and suitability of the Right-of-Way for its Facilities. LICENSEE accepts the Right-of-Way in an "As Is, Where Is" condition, including any environmental conditions, and accordingly, the Village shall not be held liable for any damages or liabilities resulting from any actions that arise because of any adverse claims concerning the title, boundaries or condition of the Right-of-Way or any other utilities located within the Right-of-Way.
- iv. **Membership in JULIE/Utility Locates:** The LICENSEE shall, before commencing construction, become a member of Joint Utility Locating Information for Excavators ("JULIE") and shall at all times during the-term of this Agreement, comply with all regulations of JULIE. Licensee shall provide at Licensee's expense an experienced and competent utility locator to locate and mark the location and depth of all Village owned utilities and other utilities with the use of ground penetrating radar or other similar technology. To the extent it is necessary for Village personnel or consultants to verify or assist with utility locates, LICENSEE shall reimburse the Village the reasonable cost of such verification or assistance.
- v. **Construction in Accordance with Permits:** The LICENSEE shall construct the System in strict accordance with all permits issued and all applicable codes, rules and regulations of all Governmental Authorities, and the failure to comply with the permit documents shall constitute a material breach of this Agreement. The LICENSEE shall, as diligently as possible but in no event later than thirty (30) days after delivery of a violation notice by the Village, correct such violation. Notwithstanding the foregoing, if the violation constitutes a potential threat to the public, the LICENSEE shall correct the violation immediately following notice of the violation or threat.

e. Construction on and in Right-of-Way:

- i. Use of Right-of-Way:** The use of the Right-of-Way and all work performed thereon shall comply with the Municipal Code, including but not limited to the Right-of-Way Ordinance, and the requirements of all Governmental Authorities.
- ii. Location of Facilities:** The LICENSEE shall construct its System only in locations authorized by Village Permit and as shown upon the Final Plans and Specifications.

Notwithstanding the foregoing, the Parties acknowledge that permit applications submitted to the Village by LICENSEE may identify locations that are outside of the Village's Right-of-Way and are outside the scope of this Agreement and the Village's authority to permit work in such locations ("Non-Right-of-Way Locations"). Non-Right-of-Way Locations may include, but are not limited to, public utility easements located on private property and rights-of-way under the jurisdiction of another governmental entity. By issuing a permit in connection with a permit application that discloses the installation of LICENSEE's facilities in Non-Right-of-Way Locations, the Village specifically disclaims any and all warranties and representations related to LICENSEE's authority to enter or install facilities in such Non-Right-of-Way Locations. Further, any permit issued by the Village in connection with a permit application submitted by LICENSEE that identifies LICENSEE's installation of facilities in Non-Right-of-Way Locations shall not be considered or construed to be a Village grant of permission or authority to LICENSEE to access such Non-Right-of-Way Locations or otherwise grant LICENSEE authority to install its facilities in such Non-Right-of-Way Locations. It is LICENSEE's sole responsibility to identify and obtain permission from the owners of all Non-Right-of-Way Locations to enter such Non-Right-of-Way Locations, and the Village shall have no duty or obligation to provide said Non-Right-of-Way Location owners any information or opinions concerning LICENSEE's ability to enter upon Non-Right-of-Way Locations. LICENSEE agrees to indemnify, defend and hold the Village harmless from any and all claims related to LICENSEE's anticipated or actual entrance to Non-Right-of-Way Locations, damage to Non-Right-of-Way Locations, installation of Facilities in Non-Right-of-Way Locations, or otherwise in connection with Non-Right-of-Way Locations.

- iii. Minimal Interference:** All work performed on, in, under, across or along the Right-of-Way shall be conducted so as to minimize any interference with all existing utilities and the rights and convenience of the general public, including traffic flow, the LICENSEE shall, at all times, employ reasonable care to avoid damage or interference with existing utilities, and while performing work: (a) employ reasonable care to protect the health and safety of the public, and (b) operate in accordance with the traffic control plan as approved by the Project Manager, or his or her designee.
- iv. Damage to Existing Utilities:** LICENSEE shall be fully responsible for all damage to existing utilities or other facilities caused by the LICENSEE's installation, maintenance or repair of its Facilities.

- iv. **Barricades:** The LICENSEE shall use suitable barricades, flags, lights, flares or other protective devices at such times and places as are required by its traffic control plan, all applicable ordinances, codes, rules and regulations and at such additional times and places as are required for the safety of all members of the general public, so as to prevent injury to any Person or damage to any vehicle by reason of any work being performed, as determined by the Village in its sole Judgment and discretion.
- vi. **Prior Notification:** At least forty-five (45) days prior to any construction work to be conducted and again at least thirty (30) days prior to any proposed work, the LICENSEE shall notify all property owners of all property abutting the location of the LICENSEE's proposed work. The LICENSEE shall notify the Village's Project Manager, or his or her designee, and the owners of all private property abutting the proposed work at least seventy-two (72) hours prior to any work. Nothing herein shall be construed as preventing the LICENSEE from making immediate repairs to any damage caused to any Facilities, provided that the LICENSEE shall notify the Village's Project Manager, or his or her designee, as promptly as possible before such repair work or if an emergency, as soon thereafter as possible, and in any event, shall notify JULIE before such repair work.
- f. **Installation of Facilities:** LICENSEE shall use and occupy the Right-of-Way to install, operate and maintain its Facilities, which shall be limited to underground conduit and fiber optic cable. LICENSEE warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional boring. If directional boring is not possible for the installation of the Facilities, LICENSEE agrees to work with the Project Manager or his designee to determine the method of installation to be used.

No trenching or excavation on any Right-of-Way or private property shall be conducted more than twenty-four (24) hours prior to the installation therein of any Facilities.
- g. **Trimming Trees Prohibited:** The LICENSEE shall be prohibited from cutting or trimming any tree or tree roots greater than ½ inch in diameter, shrub or other vegetation, in or on any Right-of-Way prior to receiving the written approval of the Village's Project Manager, or his or her designee, which approval may be indicated on a duly issued permit. The LICENSEE may cut or trim trees on private property as necessary, provided, however, the LICENSEE shall first obtain the permission of the affected property owner. All such trimming shall be in accordance with standard local arboricultural practices, and no trimming shall occur until the wires, cables or other Facilities have first been attached to the poles to ensure trimming to the minimum extent necessary. All trimming debris shall be removed from the work area on a daily basis.
- h. **General Construction Standard:** All work performed on the System shall be performed in a good and workmanlike manner using materials of good and durable quality. If at any time it is determined by the Village or any other Governmental Authority, in its sole discretion and judgment, that any part of the System, including, without limitation, any means used to distribute signals over or within the System, is harmful to the health or safety of any Person, then the LICENSEE shall, at its sole cost and expense, promptly correct all such conditions to the reasonable satisfaction of such Governmental Authority.

- i. **Environmental**: LICENSEE shall not release any material in violation of any Federal or State environmental law on the Right-of-Way. LICENSEE, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or the directives of the appropriate oversight agency, a release of any material in violation of a Federal or State law occurring on the Right-of-Way, to the extent such a release was caused by LICENSEE. In the event of a release of any material in violation of a Federal or State law on the Right-of-Way by LICENSEE, or any claim or cause of action brought against the Village regarding such release, the indemnification provided for in Section 10b. shall apply.
- j. **"As-Built" Plans**: The LICENSEE shall furnish to the Village all "as-built" plans for the System as originally constructed and for all reconstruction, repair, relocation and other work performed thereon within thirty (30) days after completion of such work. The "as-built" plans shall be furnished in Shapefile, File Geodatabase, or other Village approved format that shall allow inclusion in the Village's GIS system. Notwithstanding the foregoing, the LICENSEE shall not be required to provide "as-built" plans for routine maintenance work performed, so long as no Facilities are added, removed or relocated.
- k. **Right of Inspection**: The Village shall have the right to inspect all construction to ensure compliance with this Agreement and all applicable codes, laws, ordinances, rules, regulations and Permits. The LICENSEE shall have the right to accompany the Village during any such inspections provided the Village shall not be required to delay its inspection to satisfy the LICENSEE's schedule.

6. **RESERVATIONS OF PUBLIC STREET RIGHTS AND CONSTRUCTION RESTRICTIONS**

- a. **Interest in Right-of-Way**: All rights granted herein to the LICENSEE in the Right-of-Way are granted based on the information and belief of the Village that it has title or an interest in such Right-of-Way and the right and power to grant the rights and interests granted to the LICENSEE in this Agreement. This Agreement shall be deemed to grant only such rights to use Right-of-Way as the Village may have the right and power to grant in this Agreement. The LICENSEE has the right to conduct or obtain a title search of the Right-of-Way to ascertain the status of the Village's rights and interests in the same, which shall be at the LICENSEE's sole cost and expense.
- b. **Nonexclusive Use**: The LICENSEE's right to use and occupy the Right-of-Way shall not be exclusive. The Village hereby reserves the right to grant any right or use of such Right-of-Way to any Person or at any time during the period of the License and any renewal or extension thereof, provided and subject to this Agreement, that such grant does not obstruct, injure or prevent the use and operation of the System or any Facilities.
- c. **Other Utilities**: The Village hereby retains the right to lay and permit to be laid, sewer, gas, water, electric, and other pipelines, cables and conduits in any Right-of-Way, to change any curb or sidewalk or the grade or dimension of any street, and to perform and to permit to be performed any other work as the Village shall deem necessary or proper in its sole judgment and discretion. If any of the Facilities will interfere with the construction or repair of any Right-of-Way or public utility or other improvement therein, the LICENSEE shall, at its sole cost and

expense, commence and diligently prosecute to completion, the relocation, removal or replacement of such Facilities, within sixty (60) days after the delivery of such written notice by the Village. Such work shall be performed as reasonably directed by the Village. In the event the Facilities must be so relocated, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative Rights-of Way for the relocated Facilities. In the event relocation of the Facilities or any part thereof is necessary in order to accommodate improvements or construction performed by or on behalf of any non-governmental third party, such third party shall pay for the cost of relocation of the Facilities.

- d. **Creation or Dedication of Public Street:** The LICENSEE shall discontinue any use of the Public Street, if the Village reasonably determines that such use is inconsistent with the Public health or safety or with the purposes for which such Public Street was created or dedicated or is currently being used. The LICENSEE acknowledges and accepts at its own risk that the Village may make use in the future of the Right-of-way in which the LICENSEE's System is located in a manner inconsistent with the LICENSEE's use of such Right-of-way for its placement of its Telecommunication System. In the event the Facilities must be relocated, the LICENSEE shall identify alternative Right-of-way for the relocated Facilities.
- e. **Improvements or Changes on Right-of-Way:** If the Village shall desire to make any improvements or changes on, or to all, or any part of any utilities or Right-of-way, over, under or along which any part of the System has been installed, then the LICENSEE shall, at its sole expense after sixty (60) days written notice from the Village, proceed to alter, change, vacate or remove as directed by the Village any part of the System necessary to accommodate the Village's planned improvements or changes. In the event such Facilities shall be required to be removed, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE Facilities and provide the LICENSEE with additional time up to one hundred twenty (120) days total to remove said Facility, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas or Right-of-way.
- f. **Vacation or Abandonment of a Public Street:** In the event any Right-of-way or portion thereof used by the LICENSEE shall be vacated by the Village, then, upon request and notice from the Village, the LICENSEE shall, at its sole cost and expense, remove its Facilities therefrom within one hundred twenty (120) days of the date of such notice. In the event such Facilities shall be required to be removed, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE's Facilities, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas of Right-of-way.
- g. **Temporary Removal or Relocation of the System:** In the event it is necessary to temporarily remove or relocate any Facilities in order to move any object, vehicle, building or other structure, or to accomplish any other Village activity or public purpose, the LICENSEE shall, upon sixty (60) days written notice from the Village and at its sole cost and expense, temporarily remove or relocate such Facilities.

7. **RESTORATION**

- a. **The LICENSEE's Obligation:** Within ten (10) calendar days of the completion of any construction work, the LICENSEE shall, at its sole cost and expense, , promptly repair, grade and restore all areas disturbed by the work as nearly as practicable, the condition existing prior to the performance of the work. Each site of completed construction shall be immediately placed in a safe temporary condition and restoration of the same shall be completed within ten (10) calendar days after the date of commencement of such restoration work, provided, however, the time for completing restoration work shall be extended as may be reasonably necessary under the circumstances in the event adverse weather conditions prevent completion of restoration within the time period provided herein. In the event that the LICENSEE fails to commence or complete the restoration work in the manner and within the time periods prescribed herein, the Village may, but shall have no obligation to, perform such work and recover from the Security Fund established pursuant to this Agreement any costs and expenses the Village may incur. In the event that such Public Street, private property, utility, or improvement cannot be so repaired or restored, the LICENSEE shall pay the Village or the affected owner of the same, as the case may be, just compensation.

All trenching or excavations in lawns or grassy parkways within any Public Street or Right-of-Way or upon private property shall be immediately properly backfilled and tamped. All such restoration shall be performed in accordance with the Village's ordinances and the Illinois Department of Transportation's seed and sod specifications.

Any asphalt pavement or PCC concrete pavement shall be replaced with like-kind and quality materials. The backfill settlement repair period for any trenching or excavation shall be five (5) years from the date of placing said backfill, during which time the affected areas shall be maintained by the LICENSEE at its sole expense in a condition satisfactory to the Village. Under hard surface areas, trench backfill shall be compacted and certified by the Village to comply with the Village's construction standards. All restoration work shall be completed in accordance with the Village construction standards.

- b. **Continuing Responsibility:** Where any such destruction, damage or disturbance is not immediately discovered, or where any such restoration effort fails or is otherwise inadequate or insufficient, the LICENSEE's obligation for restoration shall survive the termination of this Agreement.
- c. **Failure, Neglect or Refusal to Repair:** In the event of any failure, neglect or refusal by the LICENSEE, after ten (10) days written notice from the Village, to repair or provide just compensation for such destruction, damage or disturbance within the time period as provided in this Agreement, the Village may, but shall be under no obligation to, perform such work, or cause it to be performed, and the actual cost thereof as found and declared by the Village, shall be paid by the LICENSEE within thirty (30) days after demand therefor. If the LICENSEE fails to reimburse the Village, the Village may collect the amount due from the Security Fund established pursuant to this Agreement or if the Security Fund is insufficient to satisfy the amount due, the Village may pursue its remedies by court action or otherwise.
- d. **Use of Village Personnel to Correct.** In addition to any other repair or restoration costs, in the event the Village uses its own personnel to perform any restoration and/or repair work, the

Village shall be reimbursed for the labor costs of each employee at the then prevailing hourly wage rate for laborers as determined by the Illinois Department of Labor and any other costs required to complete such repair or restoration.

8. RECORDS

- a. **Books and Records:** The LICENSEE shall maintain, at all times during the Term of this Agreement: (1) complete, accurate and properly totaled books and records showing the business conducted by the LICENSEE in the Village, including but not limited to all telecommunications tax returns and forms, and (2) complete, accurate and up to date maps of the System. The Village may require the LICENSEE to keep additional records and maps which it determines are reasonably necessary.
- b. **Inspections and Audits:** All of such books and records and originals of all maps and other documents pertaining to this Agreement shall be maintained in and made available for inspection by the Village, its agents or employees, at the LICENSEE's office, at reasonable times and intervals. The Village shall have the right to make or obtain copies, at its expense, of all documents, maps or records (except customer lists) pertaining to this Agreement. The LICENSEE shall fully cooperate in assisting in this regard.
- c. **Inquiries:** The Village may, at any time, make inquiries pertaining to the License and the operation of the System. The LICENSEE shall respond to such inquiries within five (5) business days of the inquiry.
- d. **Duty to Provide Information:**
 - i. Within ten (10) business days of a written request from the Village's Project Manager, or his or her designee, the LICENSEE shall furnish the Village with information sufficient to demonstrate:
 - 1. That the LICENSEE has complied with all requirements of the Municipal Code.
 - 2. That all Municipal taxes and fees due the Village in connection with the Services and Facilities provided by the LICENSEE have been properly collected and paid by the LICENSEE.
 - 3. All books, records, maps and other documents maintained by the LICENSEE with respect to its facilities within the Right-of-Way and ways shall be made available for inspection by the Village at reasonable times and intervals.
- e. **Confidentiality:** If either Party provides confidential information to the other in writing and identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information, except that neither Party shall be required to hold confidential any information (1) which becomes publicly available other than through the recipient, (2) which is required to be disclosed by a governmental or judicial order (notice of which shall be provided to the original disclosing Party prior to such required disclosure), (3) which is required to be disclosed by statute, (4) which is independently developed by the receiving Party, or (5) which becomes

available to the receiving Party without restriction from a third party. These obligations shall survive expiration or termination of this Agreement for a period of three (3) years. In addition, upon termination of this Agreement, the receiving Party of any written confidential information shall promptly return to the disclosing Party all copies of such confidential information. The LICENSEE shall indemnify, hold harmless and defend the Village from any claims, fees, fines, attorney's fees and costs levied against or incurred by the Village pursuant to the Illinois Freedom of Information Act based upon determination that the LICENSEE claimed confidential document(s) were wrongfully withheld from disclosure.

9. PERFORMANCE AND CONSTRUCTION SURETY

- a.** On or before the Effective Date, and as necessary thereafter, the LICENSEE shall establish, provide and deposit with the Village a construction and performance bond written by a corporate surety acceptable to the Village in accordance with Section 97.055(J) of the Right-of-Way Ordinance. (also referred to herein as "Security Fund"). The LICENSEE and Village agree that the reasonably estimated cost to restore the Right-of-Way for LICENSEE's construction is Two Hundred and Fifty Thousand Dollars (\$250,000.00).
- b.** At a minimum, the construction and performance bond shall (1) provide that it shall not be canceled without the prior written consent of the Village, and (2) not require the consent of the LICENSEE prior to the collection by the Village of any amounts covered by said construction and performance bond.
- c.** The construction and performance bond shall guarantee, to the satisfaction of the Village:
 - i.** The faithful performance of all requirements of the Right-of-Way Ordinance and the requirements of this Agreement;
 - ii.** Construction in compliance with applicable plans, permits, technical codes and standards;
 - iii.** Proper location of the facilities as specified by the Village;
 - iv.** Restoration of the Right-of-way and other property affected by the construction;
 - v.** The submission of "as-built" drawings after completion of the work as required;
 - vi.** Any expenditure, damage or loss incurred by the Village occasioned by the LICENSEE's failure to comply with any codes, rules, regulations, orders, permits and other directives of the Village issued pursuant to the Municipal Code or this Agreement; and
 - vii.** The timely payment of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or non-performance by LICENSEE in violation of this Agreement including, without limitation, any damage to public property or restoration work the LICENSEE is required to perform or that the Village must perform itself or have completed as a consequence solely of the LICENSEE's failure to perform or complete, and all other payments due the Village from the LICENSEE pursuant to this Agreement or any other applicable law;

- vii. any costs, expenses, fees or other payments due under this Agreement; and
- viii. any expenses incurred by the Village pursuant to this Agreement.
- d. The construction and performance bond shall remain in force until sixty (60) days after substantial completion of the work, as determined by the Project Manager, or his or her designee, including restoration of Right-of-way and other property affected by the construction, provided that on such date there are no claims of any type outstanding at such time asserted against the LICENSEE or the Village, arising out of any acts or omissions of the LICENSEE relating to the License.
- e. The construction and performance bond shall be maintained at the LICENSEE's sole cost and expense.
- f. **Replenishment:** Within fourteen (14) days after receipt of written notice from the Village that any amount has been withdrawn from the Security Fund, the LICENSEE shall restore the construction and performance bond to the amount specified in this Agreement.
- g. **Withdrawals:** If the LICENSEE (1) fails to make any payment required to be made by the LICENSEE hereunder after notice is given pursuant to this Agreement, or (2) repeatedly fails to make timely payment hereunder, or (3) fails to pay any taxes or liens relating to the System that are due and unpaid, or (4) fails to pay to the Village any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any act or default of the LICENSEE, or (4) fails to comply with any provision of this Agreement that the Village determines can be remedied by an expenditure of an amount in the Security Fund, then, after three (3) days advance written notice from the Village of its intention to exercise its rights under this subsection if not paid by the LICENSEE and the failure of the LICENSEE to pay the monies due, the Village may withdraw the amount thereof from the construction and performance bond.
- h. **Closing and Return of Security Fund:** Upon any termination of this Agreement, the LICENSEE shall be entitled to the return of the construction and performance bond, or portion thereof as remains on deposit at such termination, and after account is taken for all offsets necessary to compensate the Village for the failure by the LICENSEE to comply with any provision of this Agreement. In the event of any revocation of the License, the construction and performance bond, and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any costs, loss or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the LICENSEE.
- i. **Rights Not Limited:** The rights reserved to the Village with respect to the Security Fund/construction and performance bond are in addition to all other rights of the Village, whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to said construction and performance bond shall affect any other right the Village may have or constitute a waiver thereof.

10. **LIABILITY, INDEMNIFICATION AND INSURANCE**

a. **Liability:**

- i. **The LICENSEE:** The LICENSEE shall be responsible for any damage or loss to any real or personal property of the Village or of any Person, and for any injury to or death of any individual person, or any officer, employee or agent of the Village, arising out of or in connection with the LICENSEE's affiliates, officers, agents, employees, contractors or subcontractors negligence or misconduct in the construction, installation, use, operation, maintenance, repair and/or removal of the System or its failure to act in connection therewith.
- ii. **The Village:** Except as may result from their negligence or misconduct, the Village, its officers, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any individual person, arising out of or in connection with the LICENSEE's affiliates, officers, agents, employees, contractors or subcontractors negligence or misconduct in the construction, operation, maintenance, repair or removal, or other action or event with respect to, the System.
- iii. **Emergency and Other Action:** The Village may at any time in case of fire, disaster or other emergency as reasonably determined by the Village, cut or move any Facilities, in which event the Village shall not be liable therefore to the LICENSEE. When practical, as determined by the Village, the LICENSEE shall be notified prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work itself. In the event it is not practical to notify the LICENSEE prior to any such cutting or movement, the Village shall notify the LICENSEE within a reasonable time after the Village has actual knowledge of such cutting or movement.
- iv. Unless directly caused by the gross negligence, malicious or intentional acts, or willful misconduct of the Village, its agents, employees or contractors, the Village shall not be liable to the LICENSEE for any damage to or loss of all or any part of the System, or otherwise, as a result of or in connection with the protections, breaking through, movement, removal, alteration or relocation of any part of the by or on behalf of the LICENSEE or the Village in connection with any emergency, public work, public improvement, alteration of any municipal structure, any change in the grade or line of any Right-of-Way, or the elimination, discontinuation and closing of any Right-of-Way, as provided herein. When practical, as determined by the Village, the LICENSEE shall be consulted prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work on the System itself.
- v. The Village, its officers, employees and agents shall not be liable to the LICENSEE or any affiliate of the LICENSEE for any special, incidental, consequential, punitive or other damages as a result of the exercise of any right of the Village pursuant to this Agreement, including, without limitation, the right of the Village to terminate the License, and to take any action subsequent thereto.

b. **Indemnification:**

- i. **Hold Harmless:** The LICENSEE releases and shall, and does hereby agree to save, defend, indemnify and hold the Village, its officers, employees and agents harmless from and against any and all injury, claim, demand, suit, cause of action, judgment, execution, liability, debt, losses, damages or penalty as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever, (the "Claims") that may at any time arise out of, result from, or be alleged to arise out of or result from or in any manner connected with, directly or indirectly, the LICENSEE's use of the License, Village property, Village Right-of-way, or related to any of the LICENSEE's activities related to this Agreement or License, including but not limited to challenges to the LICENSEE's License, and including but not limited to the LICENSEE's negligence, including its failure to act, or misconduct of its affiliates, officers, agents, employees, contractors, or subcontractors in the construction, operation, maintenance, repair, or removal of the System or the distribution of any Service over the System whether such acts or omissions are authorized, allowed or prohibited by this Agreement.

The LICENSEE shall, and does hereby agree to, pay any and all damages, losses and expenses, including reasonable attorney fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the LICENSEE or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its Facilities, and in providing or offering Service over the Facilities, Systems or System, whether such acts or omissions are authorized, allowed or prohibited by the Municipal Code or by this Agreement or any other agreement.

- ii. **Defense Expense:** The LICENSEE shall and does hereby agree to, pay all reasonable and documented expenses incurred by the Village in defending itself with regard to any and all Claims mentioned in this Agreement. These expenses shall include all reasonable and documented out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of the Village with respect to the Village's defense of such Claims. The LICENSEE shall have the right to approve counsel selected by the Village for defense of any Claims. In addition, the Village shall provide prompt notice to the LICENSEE of any Claims made against the Village and the LICENSEE shall have the right to approve the compromise or settlement of any Claims made against the Village for which the LICENSEE is responsible for the defense or payment thereof.
- iii. **Release and Waiver of Claims:** The LICENSEE shall have no recourse against the Village for any loss, expense or damage resulting from the terms and conditions of this Agreement nor because of the Village's enforcement thereof. The LICENSEE shall be deemed to expressly agree that it accepts the License relying solely upon its own investigation and understanding of the power and authority of the Village to grant said License and that, in partial consideration of the grant of said License, the LICENSEE waives and releases the Village from all Claims of damages of any kind whatsoever, either known or unknown, which it may have in connection with any matter specified in this Agreement.

- iv. Nothing contained herein shall be construed as a limitation or waiver of defenses available to the Village and its agents, including, but not limited to the Illinois Local Government and Local Governmental Employees Tort Immunity Act.
 - v. The obligations provided for in this Section shall survive the expiration or termination of this Agreement.
 - vi. The LICENSEE shall give the Village prompt written notice of any claim or cause of action falling within the terms of this Section that is filed against the LICENSEE and shall fully cooperate with the Village in the investigation and defense of the claim or cause of action.
- c. **LICENSEE Insurance:** The LICENSEE, as a condition of this License, shall secure and maintain the following liability insurance policies insuring both the LICENSEE and the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees as additional insureds as their interest may appear under this Agreement:
- i. **General Liability:** The LICENSEE shall maintain, throughout the Term of this Agreement, adequate proof of commercial comprehensive general liability insurance insuring both the LICENSEE and the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE. General liability coverage can be provided in the form of an endorsement to the LICENSEE's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used) with coverage limits at least:
 - 1. Five million dollars (\$5,000,000.00) per occurrence for products and completed operations, property damage, bodily injury and personal & advertising injury (including death); and

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Coverage shall include premise operations, explosion collapse and underground hazards, contractual liability and products/completed operations.
 - 3. For any claims related to this contract, the LICENSEE's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the LICENSEE's insurance and shall not contribute to it.
 - ii. **Automobile:** The LICENSEE shall maintain in its own name automobile liability insurance with coverage limits of not less than one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage with respect to owned, non-owned and hired vehicles for the operations of which the LICENSEE is

responsible. Such policy of automobile liability insurance shall name the Village as an additional insured.

- iii. **Workers' Compensation and Employer's Liability:** The LICENSEE shall also maintain Workers' Compensation Insurance within the statutory limits and Employer's Liability Insurance with coverage limits of not less than one million dollars (\$1,000,000).
- iv. **Waiver of Subrogation:** LICENSEE hereby grants to Village a waiver of any right to subrogation which any insurer of said LICENSEE may acquire against the Village by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.
- v. **Evidence of Insurance Policies:** On or prior to the Effective Date, the LICENSEE shall furnish proof to the Village's Project Manager that the foregoing insurance policies have been obtained, along with written evidence of payment of required premiums, in the form of a certificate of insurance approved by the Village.
- vi. **Maintenance of Insurance Policies:** The liability insurance policies required by this section shall be maintained by the LICENSEE throughout the Term of this Agreement and such other period of time during which the LICENSEE operates or is engaged in the removal of the System as subject to Village inspection and approval. Each such insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the Village, by registered mail, or certified mail, return receipt requested, of a written notice addressed to the Village Administrator of such intent to cancel or not to renew." Within thirty (30) days after receipt by the Village of said notice, and in no event later than thirty (30) days prior to said cancellation, the LICENSEE shall obtain and furnish to the Village replacement insurance policies meeting the requirements of this Section in a form acceptable to the Village's Attorney. The termination or expiration of insurance without replacement insurance as provided herein, shall automatically terminate the License.
- vii. **Alterations of Minimum Limitations:** The Village may, following the Effective Date, increase the minimum limitation(s) of the insurance policy or policies required in this Section by a percentage not to exceed the percentage increase in the Consumer Price Index for the Chicago Metropolitan Statistical Area as of the Effective Date.
- xiii. **No Limit of Liability:** The legal liability of the LICENSEE to the Village and any Person for any of the matters that are the subject of the insurance policies required by this Section, shall not be limited by said insurance policies or by the recovery of any amounts thereunder.

11. ASSIGNMENTS, TRANSFERS, LEASES AND SIMILAR ACTIONS

- a. **Municipal Approval Required:** Neither the License nor any rights or obligations of the LICENSEE pursuant to this Agreement nor any of the LICENSEE's interest in the System shall be assigned or transferred, in whole or in part, to any Person, nor shall title thereto, either legal or equitable, or any right or interest therein, or any property or assets relating to the license or the System, pass to or vest in any Person, nor shall any substantial change in control of the LICENSEE occur, either by act of the LICENSEE, by operation of law or otherwise, without the prior written consent of the Village, which consent shall not be unreasonably withheld or conditioned, nor unduly delayed, and then only on such reasonable conditions as may there be prescribed. Nothing herein shall prevent the LICENSEE from assigning its rights and obligations to a parent, affiliate or subsidiary of the LICENSEE upon notice to the Village, provided such parent, affiliate or subsidiary shall execute such documents and provide such necessary financial assurances as will reasonably assure performance of all of the LICENSEE's duties and responsibilities under this Agreement. Any such action completed without such prior consent of the Village shall be a violation of this Agreement and shall, at the option of the Village, which option may be exercised in the Village's sole judgment and discretion and without further notice or procedure, render the License void and entitle the Village to pursue all remedies available to it. The grant or waiver of any one or more of said consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any said consent constitute a waiver of any other rights of the Village.
- b. Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of the ownership or working control of the LICENSEE, of the ownership or working control of the License, of the ownership or working control of affiliated entities having ownership or working control of the LICENSEE or of a licensed system, or of control of the capacity or bandwidth of the LICENSEE's Telecommunication System, Systems, Facilities or substantial parts thereof, shall be considered an assignment or transfer requiring Village approval pursuant to this Section.
- c. Transactions between affiliated entities are not exempt from Village approval pursuant to this Section.
- d. **Notice to the Village:** The LICENSEE shall promptly notify the Village of any proposed action requiring the consent of the Village pursuant to this Section, by submitting to the Village at least sixty (60) days prior to the proposed action a petition requesting the approval of the Village. The petition shall fully describe the proposed action and shall be accompanied by justification for the action and such additional supporting information as the Village may require in order to review and evaluate said action.

12. FORECLOSURE, CONDEMNATION AND RECEIVERSHIP

- a. **Foreclosure:** Upon the actual scheduled occurrence of any foreclosure or other judicial sale of all or any material part of the System or the involuntary termination of any lease or mortgage covering all or any material part of the System, the LICENSEE shall immediately notify the Village of said occurrence. Said notification shall be treated as a notification of a proposed change in control of the LICENSEE, and the provisions of the "ASSIGNMENTS,

TRANSFERS, LEASES AND SIMILAR ACTIONS" Section of this Agreement shall apply to any proposed transfer or assignment of this Agreement or the LICENSEE's rights hereunder, but shall not apply to the foreclosure or judicial sale of all or any part of the System itself.

- b. **Condemnation:** In the event that the System or any material part thereof is taken, appropriated, or condemned pursuant to law and the effect of such taking is to materially frustrate or impede the ability of the LICENSEE to carry out its obligations pursuant to, and the purposes of, this Agreement, then the Village may revoke the License in accordance with the applicable provisions of this Agreement.
- c. **Receivership; Notification by the LICENSEE:** The LICENSEE shall immediately notify the Village, in writing, if:
 - i. The LICENSEE files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to affect a plan or other arrangement with creditors, or
 - ii. The LICENSEE files an answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended from time to time, or
 - iii. The LICENSEE is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of any receiver or trustee of all or any material part of its property, including all or any material part of the System, or
 - iv. The LICENSEE institutes dissolution or liquidation proceedings with respect to its business, or
 - v. an order is entered approving an involuntary petition to reorganize the business of the LICENSEE or to effect a plan or other arrangement with creditors or appointing a receiver or trustee for the license of all or a part of its property, including all or any material part of the System, or
 - vi. a writ or warrant of attachment, execution, distraint, levy, possession or any similar process shall be issued by any court against all or any material part of the property of the LICENSEE, including all or any material part of the System.

13. **SAFETY**

- a. **Standard of Care:** The LICENSEE shall at all times utilize the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury or nuisance to the public or to employees of the LICENSEE.
- b. **Equipment, Installation and Maintenance:**
 - i. All installations of the System shall be made so as not to impact the fire integrity of any building or structure.

- ii. During the term of this Agreement, LICENSEE shall at all times, and at LICENSEE's sole cost and expense, maintain the Facilities in the Right-of-Way in in a safe and stable condition, in good order and repair, in compliance with all requirements of law, and in such manner that they will not interfere with any installations of the Village, wherever situated or located.
- 14. **NO EXTRANEIOUS INDUCEMENTS** The LICENSEE acknowledges that it has not been induced to accept the License created herein by any promise, oral or written, by or on behalf of the Village or by any third Person regarding any term or condition in this Agreement not expressed herein. The LICENSEE shall further be deemed to warrant that no promise or inducement, oral or written, has been made to any Village employee or official regarding receipt of the License, other than as contained in this Agreement.
- 15. **COMPLIANCE WITH LAW** The LICENSEE shall, at all times, comply with the applicable laws, codes, rules and regulations of the Village and all Governmental Authorities, regardless of whether such laws, codes, rules or regulations are expressly referenced in this Agreement. The LICENSEE shall, at all times, comply with all applicable laws, ordinances, resolutions, codes, rules and regulations of the Village, and all applicable memoranda and other directives of the Village, as such laws, ordinances, resolutions, codes, rules, regulations, memoranda and directives may be modified or amended, provided that such modification or amendment does not impair, conflict with or diminish the rights granted the LICENSEE under this Agreement. The LICENSEE reserves all rights under current and future preemptive state and federal laws.
- 16. **SUSPENSION OR REVOCATION OF PERMIT** The Village may revoke or suspend any Village permit issued to the Licensee, or issue stop work orders, as provided in the Village Right-of-Way Ordinance.
- 17. **TERMINATION**
 - a. **Basis for Termination:** The Village may terminate this License Agreement and the License granted herein for any of the following reasons:
 - i. The LICENSEE fails to comply with the conditions of occupancy of the Right-of-Way set forth herein or in the Municipal Code or ordinances of the Village, or
 - ii. The LICENSEE violates other material terms of this Agreement, or
 - iii. The LICENSEE made fraudulent, false, misleading or misrepresenting, or materially incomplete statements in a permit application, or
 - iv. The presence of the Facilities on, over, above, along, upon, under, across or within the Right-of-way presents a direct or imminent threat to the public health, safety or welfare, or
 - v. The LICENSEE fails to provide or pay any material portion of the taxes, compensation or fees owed the Village pursuant to this Agreement when due, or
 - vi. The LICENSEE fails to construct the Facilities substantially in accordance with the permits and/or Final Plans and Specifications, or

- vi. The LICENSEE fails to furnish records when due or fails to cooperate with the reasonable requests by Village officials for information or for inspection, or
 - vii. THE LICENSEE becomes insolvent, or unable or unwilling to pay its unprotested debts, or is adjudged bankrupt or seeks relief under bankruptcy laws.
- b. **Notice and Opportunity to be Heard**: Written notice shall be provided to the LICENSEE setting forth the nature, general facts, and cause for termination. Within thirty (30) days following the Village's mailing of such written notification, the LICENSEE shall provide satisfactory documented evidence that (1) corrective action has been taken or, (2) that no cause exists for the termination , or (3) that the alleged violations were beyond the LICENSEE's control pursuant to the "FORCE MAJEURE" Section of this Agreement. The thirty (30) day correction period may be extended by agreement of the Parties. Upon review of all evidence and documentation presented, the Village Administrator shall provide notice to the Licensee of the result of his review and any determination of cause for termination.
18. **RIGHTS AND REMEDIES** In the event of a breach or an alleged breach of this Agreement by either Party, either Party may, by suit, action, mandamus or other proceeding, in law or in equity, enforce or compel the performance of this Agreement.
19. **REMOVAL OF UNAUTHORIZED FACILITIES** Within sixty (60) days following written notice from the Village, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to remove its facilities, shall be granted an extension by the Village, not to exceed one thirty (30) days, to complete such work. A facility is unauthorized and subject to removal in the following circumstances:
- a. Upon expiration or termination of this License Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;
 - b. If the facility was constructed or installed without the prior grant of a license or permit;
 - c. If the facility was constructed, installed or maintained in violation of this License Agreement or the Village ROW Standards; or
 - d. If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the Village in the sum of five thousand dollars (\$5,000.00) per month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No action or inaction by the Village with respect to unauthorized use of any Village ROW shall be deemed to be a ratification or an unauthorized use.

20. AMENDMENTS

- a. This Agreement may be modified or amended from time to time, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and executed by the Parties by the same procedure as required by Illinois Statutes for its original execution and approval.
- b. To the extent the Village issues permits in phases which authorize the installation of Facilities in additional Rights-of-Way within the Village, the Parties agree that this Agreement shall be extended to include those Rights-of-Way without further action by the Parties under the same terms and conditions describes herein.
- c. Notwithstanding subsection "a" and subsection "b" above, the LICENSEE may be permitted by the Village to use a Right-of-Way other than or in addition to the Right-of-Way identified in a Permit upon approval by the Village's Project Manager, or his or her designee, of an amended application pursuant to the Municipal Code.
- d. Notwithstanding subsection "a" and subsection "b" above, if the LICENSEE is ordered by the Village to locate or relocate its facilities from a Right-of-Way , the Village shall grant an amendment to the License without further permit application.
- e. The Village's Project Manager, or his or her designee, may approve in writing appropriate field changes requested by the LICENSEE in the plans and specifications approved by the Village, without requiring an amendment to this Agreement. Decisions on requests by the LICENSEE for field changes shall be made not more than ten (10) business days after the LICENSEE provides all information and/or documentation requested by the Village's Project Manager, or his or her designee.

21. TIME ESSENCE OF AGREEMENT Whenever this Agreement sets forth anytime for any act to be performed by either Party, said time shall be deemed to be of the essence.

22. TIME FOR NOTICE In the event of an emergency involving life or property, as determined by the Village in its reasonable judgment and discretion, the Village may reduce or eliminate the notice requirements set forth in this Agreement, and any such reduction or elimination shall be deemed to be reasonable under the circumstances, provided, however, that the Village shall notify the LICENSEE as soon thereafter as possible in accordance with this Agreement.

23. FORCE MAJEURE: Whenever a period of time is provided for in this Agreement for either the Village or the LICENSEE to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, insurrection, rebellion, terrorism, strike, lockout, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God, provided, however, that said time period shall be extended for only the actual amount of time said Party is so delayed. An act or omission shall not be deemed to be "beyond a party's control" if committed, omitted or caused by a Party, its employees, officers or agents.

24. LICENSEE TERMINATION AND REMOVAL

- a. The LICENSEE shall have the right to terminate this Agreement at any time during the term of this Agreement upon one hundred eighty (180) days prior written notice to the Village without any additional cost or obligation to the LICENSEE.
 - b. Upon the expiration or termination of this Agreement, the Village shall have the option to require the LICENSEE to remove its Facilities located in the Right-of-Way and restore such Right-of-Way herein authorized to be used and occupied to a condition reasonably satisfactory to the Village, or to allow the Facilities to remain in the Right-of-Way. In the event the Village elects to allow the Facilities to remain located in the Right-of-Way, the Village, after thirty (30) days prior written notice to the LICENSEE, shall be allowed to take control over said Facilities as property of the Village, without compensation to the LICENSEE.
25. **SEVERABILITY SAVINGS CLAUSE** If any part of this Agreement including any section, subsection, sentence, clause, phrase, or other portion of this Agreement or its application to any person is, for any reason, rendered or declared invalid in whole or in part by any court, agency, commission, legislative body, or other authority of competent jurisdiction, said decision shall not affect the validity of the remaining parts or portions of this Agreement which shall remain in full force and effect.
26. **NON-DISCRIMINATION** The LICENSEE shall make its Services available to any customer within its area who shall request such Service, without discrimination as to the terms, conditions, rates or charges for the LICENSEE's Services; provided, however, that nothing shall prohibit the LICENSEE from making any reasonable classifications among differently situated customers consistent with public utility, Federal Communications Commission (FCC), Illinois Commerce Commission (ICC) or other applicable regulatory standards.
27. **VIDEO PROGRAMMING** LICENSEE shall notify the Village if it intends on providing cable television content over the Facilities to subscribers within the Village. If required by law, LICENSEE will enter into a cable franchise or an open video system franchise agreement with the Village in the event LICENSEE does provide cable television content over its Facilities.
28. **GENERAL**
- a. **Non-Waiver Of Rights:** No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.
 - b. **Governing Law, Venue and Waiver of Trial by Jury:**
 - i. **Governing Law:** This Agreement and the rights of the parties hereunder shall be subject to, construed, interpreted and enforced in accordance with and governed by the laws of the State of Illinois.
 - ii. **Venue:** Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court of Cook County, Illinois or, when applicable, in the Federal District court for the Northern District of Illinois.

- iii. **Waiver of Trial by Jury:** The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute.
- c. **Notices:** All notices and other communication or writings which any Party is required, permitted or may wish to serve in connection with or under this Agreement shall be in writing, and shall be deemed delivered to the addressee thereof when sent by certified mail, return receipt requested, overnight courier, or personal service to the Persons and addresses indicated below or to such addresses and Persons as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection. Mailing or courier of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given on the date of mailing.
- TO THE VILLAGE:** Ellen Baer
Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
- WITH COPY TO:** Klein, Thorpe & Jenkins, Ltd.
Attn: Michael Marrs
900 Oakmont Lane, Suite 301
Westmont, IL 60559
- TO THE LICENSEE:** Ezee Fiber Texas, LLC
Attn: Garner Duncan – SVP, Government Affairs
5959 Corporate Drive, Ste. 2000
Houston, TX 77036
- WITH COPY TO:** Legal Department
Ezee Fiber Texas, LLC
5959 Corporate Drive, Ste. 2000
Houston, TX 77036
- d. **Binding Effect:** Each of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors, assigns and grantees. Nothing herein shall be deemed to permit a transfer of the License by the LICENSEE.
- e. **Authority to Execute:** The LICENSEE hereby warrants and represents to the Village that (i) it has the right, power and authority to enter into this agreement and to accept to the License granted to it in this Agreement, (ii) the individuals executing this Agreement on behalf of the LICENSEE have the power and authority to bind the LICENSEE to this Agreement, and (iii) neither the execution of this Agreement nor the performance of the obligations contemplated hereby will (1) result in a breach or default under any agreement to which it is a party or (2) violate any restriction, court order or agreement to which it is subject.

- f. **Joint Work Product:** This Agreement is the joint work product of both Parties hereto, accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.
 - g. **No Joint Venture or Partnership:** This Agreement shall not be construed to create a joint venture, partnership, employment or other agency relationship between the Parties.
 - h. **No Personal Liability:** No official, officer, agent or employee of the Village shall be charged personally or held contractually liable under any term or provision of this Agreement.
 - i. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one and the same Agreement.
 - j. **Section Headings:** The Section headings and references are for the convenience of the Parties and shall not be used to interpret or construe the terms and provisions of this Agreement.
29. **ENTIRE AGREEMENT** This Agreement sets forth all the covenants, conditions and promises and contains the entire agreement between the Parties. All negotiations between the Parties are merged in this Agreement, and there are no covenants, promises, agreements, conditions or understandings between the Parties, either verbal or written, other than those contained in this Agreement. In no event, shall prior drafts of this Agreement be used, considered or relied upon in interpreting or construing any provision of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above and by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms.

VILLAGE OF WESTERN SPRINGS

EZEE FIBER TEXAS, LLC

By: _____
Village President

By: _____
George Salimbass, General Counsel

ATTEST

ATTEST

By: _____
Village Clerk

By: _____

State of Texas)
) SS
County of)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that George Salimbass, personally known to me to be the General Counsel of Ezee Fiber Texas, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such General Counsel, he signed and delivered the said instrument pursuant to authority given by the Board of Managers of said Company, as his free and voluntary act, and as the free and voluntary act and deed of said Ezee Fiber Texas, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2026.



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: September 9, 2026

AGENDA ITEM E.4.

To: Properties and Recreation Committee

From: Nancy Flores, Interim Director of Recreation, Mike Kenny, Recreation Supervisor - Athletics

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager

RE: Agreement with Best Officials for Officiating Travel and Recreation Basketball Programs

Recommendation

Consider a recommendation to approve a contract with Best Officials for officiating travel and recreation basketball programs offered by the Recreation Department.

Summary

The Recreation Department's travel and recreational basketball leagues operate annually from early November through March with approximately 460 games played. To maintain high standards of officiating and player safety, the Village requires reliable officials for youth recreational and travel basketball.

The Village issued a Request for Proposal (RFP) on August 17, 2026 to contract for high quality officials. The Recreation Department staff sent the RFP to three reputable companies in our area including; Official Finders, Best Officials and Next Level Officiating. The RFP was also posted on the Village website. On September 3, 2026, the Village received just one (1) proposal. A summary of the submittals are as follows:

Best Officials

Game Type and Rate per Official

60-Minute Basketball Official \$48 Per Official

75-Minute Basketball Official \$59 Per Official

Travel Basketball Official \$53 Per Official

Single Game Assignment +\$10 Per Official

Rates include scheduling, assignment coordination, official communication, replacement coverage, and administrative management associated with the officiating services. There will be no additional administrative or scheduling fees.

The Recreation Department staff reviewed the proposal based on the following criteria:

- Experience & Qualifications
- Pricing
- Staffing Capacity & Availability
- Professionalism & Uniforms
- References & Client Feedback

The Village of Western Springs Recreation Department has used Best Officials in the past. They have a proven track record of providing reliable, quality IHSA patched officials, dressed in uniform, while also providing responsive solution management when needed.

Financial Impact

Travel Basketball Officials

Account 6602210

Fund 53737

Budget \$27,000

Recreation Basketball Officials

Account 6602210

Fund 55504

Budget \$9,500

Total Budget \$36,500

There will be off-setting revenue to cover all expenses. This item will also be included in the FY27 budget for services rendered in the second half of the basketball season.

Recommended Motion

I move to recommend that the Village Board approve a contract with the Best Officials for officiating travel and recreation basketball programs offered by the Recreation Department.

Strategic Plan Alignment

Public Safety and Community Engagement

File Attachments

1. Request for Proposal

Request for Proposal – Sports Officials 2026 for Village of Western Springs

My name is Brian Panek, and I am the owner of Best Officials. I am excited to submit this proposal and appreciate the opportunity to be considered to continue to provide basketball officiating services to the Village of Western Springs.

Since running Best Officials, I have taken great pride in building strong relationships with recreational agencies and providing dependable, professional officials for their programs. I believe my experience, network of officials, and commitment to responsive service make Best Officials a strong fit for your basketball programs.

I look forward to the opportunity to continue to work with your agency and demonstrate the level of service and reliability that Best Officials can provide.

Best Officials
Brian Panek, Owner
Phone: 630-988-2413
Email: bestofficials@hotmail.com

Best Officials Profile & Qualifications

Best Officials (Brian Panek, Owner) is an independent officiating service specializing in the scheduling and coordination of basketball officials, softball umpires, and volleyball officials for recreational, youth, adult, and competitive programs.

Best Officials has provided officiating services since 2011 and has developed a network of experienced officials throughout the Chicagoland area. Best Officials focuses on providing dependable officials, great communication, and responsive service to the organizations it serves.

My officials are selected based on experience, knowledge of the rules, professionalism, reliability, and ability to work appropriately with the age and competitive level of each program. Officials are expected to arrive prepared and on time, maintain control of the game, communicate respectfully with players and coaches, and represent both Best Officials and the client in a professional manner.

Best Officials is familiar with the operational demands of park district basketball programs, including multiple age divisions, varying game schedules, tournaments, weekend programming, and the need to quickly address cancellations or last-minute staffing issues. As a park district professional myself for 26 years, I understand what is important youth leagues and pass that knowledge on to my officials.

Qualifications

- In business since 2011
- Assign officials for over 25 park district's/church organizations in the Chicago area
- Experienced in scheduling sport officials (basketball, softball, and volleyball) for recreational and competitive programs
- Established network of over 150 officials throughout the Chicagoland area
- Experience working with park districts and community recreation programs
- Ability to accommodate regular-season games, tournaments, and special events
- Backup coverage and replacement coordination when officials become unavailable
- Commitment to dependable, professional officiating services
- Responsive communication with client staff before and throughout the season

References

Best Officials can provide references from current and previous organizations for which basketball officiating services have been provided.

References can speak to Best Officials' reliability, communication, ability to manage changing schedules, quality of assigned officials, and responsiveness when coverage issues arise.

Reference 1

Schaumburg Park District

Contact: Kevin O'Donnell, Assistant Superintendent of Athletics

Phone: 847-534-3991

Email: keodonnell@parkfun.com

Contact: Nicholas Kuta, Supervisor of Sports Center & Athletics

Phone: 847-391-1266

Email: nikuta@parkfun.com

Reference 2

Western Springs Park District

Contact: Barb Kartzmark, Manager of Community Relationships and Events

Phone: 708-295-7008

Email: bkartzmark@wsprings.com

Reference 3

Greek Orthodox Athletic League

Contact: Rev. Father Chris Avramopoulos

Phone: 708-974-3400

Email: frchris@ssch.us

Project Approach & Service Delivery

Best Officials will provide the client with one primary point of contact for the scheduling and administration of basketball officiating services. This approach keeps communication simple and allows schedule changes or coverage concerns to be addressed quickly.

Service Timeline

- **Schedule:** Upon receipt, Best Officials will review the schedule for dates, times, locations, divisions, and required officials.
- **Official Assignments:** Assignments will be made based on game level, official availability, experience, and location whenever possible.
- **Confirmation Deadlines:** Officials will be asked to confirm assignments promptly.
- **Preseason Coordination:** Before the season begins, Best Officials will coordinate with the client regarding schedules, contacts, facility details, special events, procedures, and anticipated coverage needs.
- **Game-Day Support:** Throughout the season, Best Officials will monitor assignments, respond to changes or cancellations, and arrange replacement coverage when necessary.
- **End-of-Season Review:** After the season, Best Officials will review service performance, feedback, billing matters, and recommendations for future seasons with the client.

Scheduling and Assignment

Upon receipt of the basketball schedule, Best Officials will review the dates, times, locations, divisions, and number of officials required for each game.

Officials will be assigned based on the level of play, availability, experience, and location whenever possible. Assignments will be entered into the Best Officials scheduling system and communicated to the officials in advance.

The goal is to have assignments confirmed well before each game date rather than relying on last-minute scheduling.

Best Officials will monitor assignments throughout the season. If an official becomes unavailable, Best Officials will be responsible for locating a replacement and communicating the change to the appropriate person/

Game-Day Coverage

Officials will be instructed to arrive with sufficient time to prepare for the game and will be expected to conduct themselves professionally while representing the client organization.

Best Officials will remain available during the season to address schedule changes, cancellations, weather-related issues, official availability, or other situations that could affect game coverage.

Billing

Billing will be handled by Best Officials on a monthly basis. Invoices will identify the applicable game dates, number of officials, and rate charged for each assignment. This provides the client with a straightforward way to reconcile the invoice against its basketball schedule. The client will not be responsible for individually paying or managing individual officials. Best Officials will handle payment to its officials and manage the administrative side of the officiating

assignments. Any approved schedule changes, cancellations, or special assignments will be reflected on the applicable invoice.

Communication

Best Officials will maintain regular communication with the designated client representative throughout the season. Questions regarding assignments, schedule changes, cancellations, or coverage will be directed through Best Officials rather than requiring recreation staff to contact individual officials.

Cost Proposal

Best Officials proposes the following rates for basketball officiating services:

Game Type	Rate per Official
60-Minute Basketball Official	\$48 Per Official
75-Minute Basketball Official	\$59 Per Official
Travel Basketball Official	\$53 Per Official
Single Game Assignment	+\$10 Per Official

Rates include scheduling, assignment coordination, official communication, replacement coverage, and administrative management associated with the officiating services. There will be no additional administrative or scheduling fees. Best Officials understands that cost is an important component of the overall value of an officiating contract. My proposal is intended to provide the client with competitive pricing while maintaining a dependable pool of qualified officials and a level of administrative support that reduces the workload placed on recreation staff.

Additional Information

Best Officials' objective is straightforward: provide the right officials, get them to the right games, and address problems quickly when they occur.

I believe my experience, established officiating network, scheduling process, and responsive service provide the client with a reliable solution for managing its basketball officiating needs.



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: September 9, 2026

AGENDA ITEM F.1.

To: Properties and Recreation Committee

From: Nancy Flores, Interim Director of Recreation

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager

RE: Change Order to the Recreation Center Office Furniture - Omnia Partners Purchasing Cooperative

Recommendation

Consider a recommendation to approve a change order in the amount of \$1,185.00 for to the agreement with Henricksen of Oak Brook, IL through Omnia Partners purchasing cooperative for the Recreation Center furniture and counter.

Summary

The Recreation Department budgeted for the replacement of office furniture in the main offices of the Recreation Center and the Grand Avenue Community Center Senior Center. The furniture replacement allows for the reorganization of the space to better suit the needs of the Department while supporting the new technology and ergonomic needs. The Village Board approved the purchase in March 2026 and entered into a contract with Henricksen through Omnia Partners, a cooperative purchasing group. Omnia conducts a competitive bidding process for various goods and services, resulting in pre-negotiated contracts that eliminate the necessity for separate bids on specific projects.

Attached for consideration is a change order to improve the counter space at the Recreation Center to include a panel that provides counter space at an accessible height. The additional space will enhance the welcoming environment for all community members and remove physical barriers for people with disabilities and those who are seated.

Financial Impact

Account 6605 210 60015 (BLDG & BLDG IMPROVEMENTS)

Fund Building Services/Grand Avenue Community Center

2026 Budget \$40,000

Project Cost Previously approved \$38,255.50 and change order \$1,185.00

Recommended Motion

I move to recommend approval of a change order in the amount of \$1,185.00 for to the agreement with Henricksen of Oak Brook, IL through Omnia Partners purchasing cooperative for the Recreation Center furniture and counter.

Strategic Plan Alignment

Organizational Development

File Attachments

1. VOWS ADA COUNTER CV 26080371 8.18.26



Quote

Quoted To:

VILLAGE OF WESTERN SPRINGS
740 HILLGROVE AVE

WESTERN SPRINGS, IL 60558

Account Executive:

MICHAEL BACHENBERG
M.BACHENBERG@HENRICKSEN.COM
312.259.7999

Date: 8/18/2026

Quote # 26080371

CORIAN TRANSACTION TOP

Ship To:

VILLAGE OF WESTERN SPRINGS

1500 WALKER ST
WESTERN SPRINGS, IL 60558

Project Coordinator:

HEATHER SALO
H.SALO@HENRICKSEN.COM
000.000.0000

#	MFG	QTY	MODEL	DESCRIPTION	UNIT	EXTENDED
1	SUBB	1		Corian transaction top 24"L x 5-1/2"W x 1-1/2"T	\$985.00	\$985.00
			*	COLOR: Corian Aurora		
			*	Back piece 24"L x 9-1/4"W x 1-1/2"T		
2	SUBB	1	FREIGHT	SUBURBAN LAMINATE PLUS FREIGHT	\$200.00	\$200.00
Total:						\$1,185.00

50% Down Payment Required Upon Order Placement

We appreciate the opportunity to be of service to your organization. Respectfully submitted by Henricksen.

Due to the potential of tariffs and changes in trade regulations, prices are subject to change. We strive to maintain stable pricing but may need to adjust based on evolving costs not under our control. Thank you for your understanding.

Please sign below accepting Terms & Conditions authorizing Henricksen to proceed with order placement.

Signature:  Organization: Village of Western Springs Date: 08/18/2026

Terms + Conditions

The Terms and Conditions of Sale apply to this contract and quotation unless amended or changed in writing and attached hereto.

1. Prices quoted are held for a period of 15 days.
2. Installation pricing is based upon non-union labor rates, unless otherwise specified.
3. Freight, delivery, installation, and taxes are not included in the price of the products and will be added to invoices, if applicable.
4. A 50% deposit shall be provided upon entering of any order. No interest shall accrue against such deposit. The remaining 50% of total will be invoiced upon product being shipped by manufacturer.
5. Terms of sale are net 15 days from date of invoices. Invoices will be tendered in full on all items received or being held at our warehouse. A service charge of 1.5% per month (18% annual percentage rate) will be added to all unpaid invoices beyond 30 days from invoice date. Payment by credit card will result in the additional costs to be passed on to the Customer.
6. Design and product application services are included in product pricing within two revisions. Additional design work is to be billed at an hourly rate.
7. No payment shall be withheld on any invoice beyond the selling price of the specific merchandise not delivered or subject to repair and/or replacement.
8. All sales are final. Orders cannot be cancelled except by mutual consent. Resulting cancellation and/or restocking charges imposed by the manufacturer shall be paid by the Customer.
9. All requests for changes in quantity or specification shall be in writing and are subject to our approval.
10. We will coordinate shipments to arrive just before the scheduled installation date and provide warehousing for merchandise shipped to our warehouse for a period of no greater than 30 days beyond the original installation date, without charge to you. Beyond 30 days, we will provide warehousing at a rate to be agreed upon.
11. Direct power connection to building circuitry to be provided through owner. Some facilities may require union electrician to hardwire building electric to furniture base feed and panel to panel electrical connections. Owner assumes the cost for any electrical permits that need to be pulled and additional labor required. Permit fees incurred for installing the furniture may result in an additional charge to the Customer.
12. In the event that construction delays or other causes not within our control force postponement of the installation, the merchandise will be stored until installation can be resumed and will be considered accepted by you for purpose of payment. In such event, you have the right to withhold 5% of the invoice amount against completion of delivery.
13. On direct shipments, not including installation, the Customer will receive and install. It will be Customer's responsibility to inspect the merchandise and file freight claims. We cannot be held liable for cost of repairs and/or replacement of damaged goods.
14. Delivery and installation will be made during normal working hours of 7:00 - 4:00. Additional labor costs resulting from overtime work performed at your request or after 4:00 and on weekends will be paid by the Customer.
15. Installation is to include merchandise purchased on this order only and does not include moving or handling of existing furnishings, machines, etc.
16. When furnishings are delivered and brought onto the job site, they shall be inspected and conditionally accepted by you. The responsibility for the security and the protection of the delivered goods shall pass to you. Any exceptions shall be reported in writing immediately.
17. The job site shall be clean, clear, and free of debris prior to installation. Exceptional delivery and installation encumbrances will result in extra charges. The job site shall also be free of the interference of all trades in the work areas.
18. Electric current, light, heat, hoisting and/or elevator service and suitable unobstructed dock space and secured staging areas will be furnished by the Customer without charge.
19. If staging / storage areas provided at the job site are inconveniently located, are on another floor from where the work is to be done, or if products must be walked up or down stairs, or if the merchandise must be moved due to the progress of other trades, or at your request or if we are required to move, or handle existing furniture, the additional cost of moving and transporting shall be paid by the Customer.
20. Our ability to erect or assemble furnishings is dependent upon jurisdictional agreements between trade unions at the job site. If trade regulations require employing tradesmen to complete the installation, the additional cost will be paid by the Customer.
21. We agree to completely install the furnishings according to the final floor plan. Any changes to the final plan will be provided prior to the installation date. Once the installation has begun, the Customer agrees to assume any expenses incurred by us due to changes made at your request or for any reason beyond our control. Work will not be completed until there is a signed change order to approve the work.
22. All furnishings will be left clean and in working order. All cartoning and packaging materials will be removed, and the premises will be left broom clean.
23. All furnishings are warranted to be free from defects in materials or workmanship for a period of twelve (12) months from date of delivery. We will arrange for the repair or replacement of defective items or those inadvertently damaged by us during installation. We will act as your agent in the event claims concerning damaged and/or defective materials and/or workmanship made within the warranty periods as stated by the particular manufacturer, supplier, or fabricator. There are no expressed or implied warranties.
24. No liability shall accrue against Henricksen as a result of any breach of these Terms and Conditions resulting from any strike, lockout, work stoppage, accident, act of God or other delays beyond our control. We do not assume any liability for consequential damages or loss of anticipatory profits resulting from the use of the merchandise or delay in its delivery and installation, or for the misuse or abuse by the Customer.
25. There are no express or implied warranties. All warranties (statutory, express or implied), including without limitation any warranty of fitness for a particular purpose, are specifically disclaimed. Any warranties by the manufacturer of the merchandise ("Manufacturer") are hereby assigned to the customer ("Customer") to the extent such warranties can be assigned. Any warranty claims by Customer must be brought against Manufacturer. All sales are final. All requests for changes in quantity or specification shall be in writing and subject to the approval of Manufacturer and/or Henricksen. Any resulting charges imposed by Manufacturer will be paid by Customer.

These Terms and Conditions of Sale supersede any terms and conditions appearing on the Customer's purchase order, or any other documents, and all verbal communications and/or understandings related thereto.





Banking Information

ACH or EFT Payments

Bank name and address:	Fifth Third Bank 38 Fountain Square Cincinnati, OH 45263
ACH or EFT Routing/ABA:	071923909
Our Account Number:	0069266999

Domestic Wire Transfer Payments and International Wire Transfers sent in US Dollars

Bank Name and address:	Fifth Third Bank 38 Fountain Square Cincinnati, OH 45263
Wire Transfer ABA:	042000314
Fifth Third Swift Code:	FTBCUS3C
For Credit To:	Henricksen & Company Inc 1301 W 22 nd St, Suite 1100 Oak Brook, IL 60523

International Wire sent in Foreign Currency

Information varies depending upon type of currency

Please send all remittance advice to: ACH@HENRICKSEN.COM

1301 W 22nd St, Suite 1100 Oak Brook, IL 60523	630.250.9090 henricksen.com
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