

VILLAGE *of* WESTERN SPRINGS



740 HILLGROVE AVENUE | WESTERN SPRINGS, IL 60558-1478 | www.wsprings.com

October 9, 2020

TO: Village President and Board of Trustees

FROM: Ingrid S. Velkme, Village Manager

RE: Transmittal Memo – Special Meeting
Monday, October 12, 2020, 7:00 p.m.

PRESIDENT

Alice Gallagher

TRUSTEES

Heidi Rudolph

James Tyrrell

Nicole Chen

Alan Fink

James John

Scott Lewis

CALL TO ORDER (President Gallagher)

PLEDGE OF ALLEGIANCE

ROLL CALL (Clerk Horvath)

READING OF AGENDA - ADDITIONS - DELETIONS

PUBLIC HEALTH UPDATE

CLERK

James Horvath

CITIZEN COMMENTS

MANAGER

Ingrid Velkme

DISCUSSION ITEMS – SPECIAL MEETING AGENDA

1) **PROPERTIES AND RECREATION – TRUSTEE CHEN**

- A) Capital Summary Report
- B) Resolution Approving and Authorizing the Execution of an Independent Contractor Agreement Between the Village of Western Springs & Mattix Music
- C) Proposal From 845 Design Group for Permit Documents and Public Bidding for the Upper Level of Grand Avenue Community Center
- D) Ordinance Authorizing the Disposal of 2006 Vermeer BC 1500 Chipper
- E) 2021 Budget
- F) Other

DIRECTORS

Grace Turi

Pat Schramm

Martin Scott

Matthew Supert

Patrick Kenny

Brian Budds

Ellen Baer

Aleks Briedis

2) **PUBLIC WORKS AND WATER – TRUSTEE FINK**

- A) Capital Summary Report
- B) Forest Hills Sidewalk Discussion
- C) Central Council of Mayors Transportation Resilience Plan
- D) Illinois Department of Transportation Motor Fuel Tax Salt and Sidewalk Replacement and Snow and Ice Control Approval Resolution
- E) Well #4 Emergency Repair Costs (August)
- F) 2021 Budget
- G) Other

3) **PLANNING AND ZONING – TRUSTEE JOHN**

- A) Ordinance Amending Section 5-1-1 (Nuisances Enumerated), Chapter 1 (Nuisances) Of Title 5 (Public Health And Safety) Of The Western Springs Municipal Code To Add A New Subsection 5-1-1(V) (Feeding Of Wild/Feral Animals Or Birds)
- B) 2021 Budget
- C) Other

4) **FINANCE – TRUSTEE RUDOLPH**

- A) 2021 Budget
- B) Other

5) **PUBLIC HEALTH AND SAFETY – TRUSTEE LEWIS**

- A) Fire Department Promotions
- B) 2021 Budget
- C) Other

6) **GENERAL GOVERNMENT – TRUSTEE TYRRELL**

- A) Resolution Approving the Regular Meeting Schedule For the 2021 Calendar Year of the President and Board of Trustees of the Village of Western Springs
- B) 2021 Budget
- C) Other

NEW BUSINESS

- 7) RESOLUTION 20-2574 APPROVING AND AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS & MATTIX MUSIC (Chen)

Motion, second to motion and a roll call vote of all Trustees is required.

- 8) MOTION TO APPROVE A PROPOSAL FROM 845 DESIGN GROUP FOR PERMIT DOCUMENTS AND PUBLIC BIDDING FOR THE UPPER LEVEL OF GRAND AVENUE COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED SEVEN THOUSAND EIGHT HUNDRED (\$7,800.00) DOLLARS (Chen)

Motion, second to motion and a roll call vote of all Trustees is required.

OTHER BUSINESS

REPORTS

- 9) VILLAGE PRESIDENT GALLAGHER
10) VILLAGE MANAGER VELKME
11) VILLAGE ATTORNEY JURUSIK

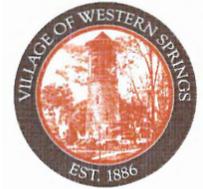
Update re: Western Springs Special Assessment Bonds, Series 2006 (Timber Trails Project)

ADJOURN

President, Board of Trustees, Staff, Bulletin Board, Web Site, Emailed to Local Media

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

“Meeting rooms at Village Hall are closed to the public. Physical attendance at this public meeting is limited to the lesser of 50 individuals or 50% occupancy, with Village officials, staff and consultants having priority over members of the public. The above public meeting restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and Illinois Governor Disaster Proclamation dated September 18, 2020 (Phase 4 Restore Illinois Plan), and Executive Order 2020-55 extending the Governor’s prior Executive Orders relating to the COVID-19 pandemic and his implementation of Phase 4 of the “Restore Illinois” Plan (Community Revitalization Order - COVID-19 E.O. No. 51).”



**BOARD OF TRUSTEES
SPECIAL MEETING AGENDA
Monday, October 12, 2020
7:00 p.m.**

PRESIDENT

Alice Gallagher

TRUSTEES

Heidi Rudolph

James Tyrrell

Nicole Chen

Alan Fink

James John

Scott Lewis

This public meeting will be held using the Zoom on-line platform.

A link to join the meeting will be posted to <https://wsprings.com/meetings2020> at least 2 hours before the meeting. This page also has more information on Zoom.

Public comments may be submitted to the Board of Trustees by leaving a hard copy at Village Hall in the drop box or via email to publiccomment@wsprings.com by 3:00 p.m. on Monday, October 12, 2020. Public comment will also be allowed during the public comment portion of the meeting, using the "raise hand" function in the Zoom app. The public is encouraged to stay at home and watch, listen to and participate in the public meeting via electronic means. Public comments and any responses will be read into the public meeting record.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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PUBLIC HEALTH UPDATE

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Capital Summary Report



PROJECT INFORMATION

Report date	Project Name	Prepared By
10/2/2020	West Underpass - Construction	Matthew Supert, Director of Municipal Services
Project Start Date	Projected Completion Date	

PROJECT OVERVIEW

Task	% Done	Notes
Phase I Engineering	100%	
Phase II Engineering	100%	Completed by Illinois Tollway
Construction/Phase III Engineering	0%	

STATUS SUMMARY

Project was let by IDOT on June 12, 2020. The apparent low bidder was D. Construction out of Coal City, IL for a bid price of \$1,373,592.56. The Village received an email of concurrence from IDOT pertaining to the low bidder on June 15, 2020. Contract was awarded by IDOT in July and a pre-construction meeting was held on 08/06/20. The Village is currently awaiting a final construction schedule from the contractor and is coordinating with the BNSF on their construction schedule.

FINANCIAL STATUS

Phase	Total Available Funds	Contract Prices	To Date	Remaining Contract
Phase I Engineering	\$0	\$0	\$0	\$0
Phase II Engineering	\$0	\$0	\$0	\$0
Phase III Engineering	\$185,049	\$185,049	\$1,102	\$183,947
Construction - D.Construction	\$2,542,307	\$1,373,593	\$0	\$1,373,593
Construction - BNSF (Est.)	\$3,442,307	\$1,818,174	\$0	\$1,818,174
Total Budget	\$3,627,356	\$3,376,816	\$1,102	\$3,375,714
Construction Cost To Date	\$0			
Engineering Cost to Date	\$1,102			
Funds Remaining	\$3,626,254			

ITEM	Category	AMOUNT	FEDERAL MATCH	AMOUNT	LOCAL MATCH	TOTAL
9/18/2020	Phase III - Engineering		\$0.00 None	\$1,102.08	Metra	\$1,102.08
Total			\$0.00	\$1,102.08		\$1,102.08

FUNDING LIST

	Total	Spent to Date	Description
STP (Central Council of Mayors)	\$2,327,356	\$0	Construction
Metra Grant (Res 19-2479)	\$200,000	\$1,102	Construction and Engineering
Invest in Cook (Res 18-2457)	\$200,000	\$0	Construction and Engineering
ICC Grant	\$900,000	\$0	Construction for Bridge Structure Only (BNSF Work)
Local Match	\$0	\$0	Construction and Engineering
Total	\$3,627,356	\$1,102	

FEDERAL PARTICIPATION BREAKDOWN

	Total	Federal Participation	Local Participation
Phase I Engineering	\$0	\$0	\$0
Phase II Engineering	\$0	\$0	\$0
Phase III Engineering	\$185,049	\$0	\$185,049
Construction	\$2,909,195	\$2,327,356	\$581,839
Total Budget	\$3,094,244	\$2,327,356	\$766,888

ISSUE LIST

Issue	Severity	Status
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Capital Summary Report



PROJECT INFORMATION

Report date	Project Name	Prepared By
10/2/2020	Wolf Road Bike Path	Matthew Supert, Director of Municipal Services
Project Start Date	Projected Completion Date	

PROJECT OVERVIEW

Task	% Done	Notes
Phase I Engineering	100%	Submitted 03/23/19
Phase II Engineering	0%	
Construction/Phase III Engineering	0%	

STATUS SUMMARY

Project kickoff meeting was held with IDOT on 07/30/20 and an additional meeting was held on 08/14/20. Staff is currently attempting to schedule a kickoff meeting with the Forest Preserve District to discuss Phase II engineering and the Intergovernmental Agreement. Phase II Engineering contract was initiated with V3 construction in June 2020.

FINANCIAL STATUS

	Total	To Date
Phase I Engineering	\$29,901	\$72,821
Phase II Engineering	\$80,414	\$6,650
Phase III Engineering	\$39,863	\$0
Construction	\$398,471	\$0
Total Budget	\$508,098	\$79,471
Construction Cost To Date	\$0	
Engineering Cost to Date	\$72,007	
Funds Remaining	\$436,091	

ITEM	Category	AMOUNT
9/23/2020	Phase II - Engineering	\$6,650.32
3/31/2020	Phase I - Engineering	\$474.17
2/29/2020	Phase I - Engineering	\$339.52
12/31/2019	Phase I - Engineering	\$1,623.76
9/30/2019	Phase I - Engineering	\$1,362.30
7/30/2019	Phase I - Engineering	\$759.64
8/31/2019	Phase I - Engineering	\$318.35
7/31/2019	Phase I - Engineering	\$702.92
5/30/2019	Phase I - Engineering	\$5,938.00
5/13/2019	Phase I - Engineering	\$213.69
3/13/2019	Phase I - Engineering	\$1,508.30
3/13/2019	Phase I - Engineering	\$2,850.12
12/28/2018	Phase I - Engineering	\$1,690.16
12/14/2018	Phase I - Engineering	\$4,765.69
12/7/2018	Phase I - Engineering	\$8,526.05
10/19/2018	Phase I - Engineering	\$10,710.50
10/5/2018	Phase I - Engineering	\$3,034.47
8/31/2018	Phase I - Engineering	\$1,249.97
7/6/2018	Phase I - Engineering	\$841.61
6/8/2018	Phase I - Engineering	\$2,053.85
5/25/2018	Phase I - Engineering	\$5,338.25
3/23/2018	Phase I - Engineering	\$18,519.63
Total		\$72,007.26

PROJECT BREAKDOWN

	Total	Federal Participation	Local Participation
Phase I Engineering	\$29,901	\$23,021	\$6,880
Phase II Engineering	\$39,863	\$30,683	\$9,180
Phase III Engineering	\$39,863	\$30,683	\$9,180
Construction	\$398,471	\$306,731	\$91,740

Total Budget

\$508,098

\$391,118

\$116,980

ISSUE LIST

Issue	Severity	Status
FPDGCC Tree Mitigation	Low	On Hold until IGA Discussion under Phase II

Capital Summary Report



PROJECT INFORMATION

Report date	Project Name	Prepared By
10/2/2020	West Suburban Mass Transit District (WSMTD) Grant -Phase 2 Project	Casey Biernacki, Assistant Director of Municipal Services

Project Start Date	Projected Completion Date

PROJECT OVERVIEW

Task	% Done	Notes
Phase I Engineering	100%	
Phase II Engineering	100%	
Construction/Phase III Engineering	100%	

STATUS SUMMARY

Project has been completed at a total cost of \$95,648. The Village will be reimbursed \$64,084.16 via the West Suburban Mass Transit District (WSMTD) grant.

FINANCIAL STATUS

	Total	To Date
Phase I Engineering	\$0	\$0
Phase II Engineering	\$8,000	\$12,641
Phase III Engineering	\$0	\$0
Construction	\$120,000	\$95,648
Total Budget	\$128,000	\$108,289
Construction Cost To Date	\$95,648	
Engineering Cost to Date	\$12,641	
Funds Remaining	\$19,711	

Item	Category	Amount
8/7/2020	Construction	\$95,648.17
7/3/2020	Phase II - Engineering	\$9,139.56
5/30/2019	Phase II - Engineering	\$3,501.02
Total		\$108,288.75

PROJECT BREAKDOWN

	Total	WSMTD Participation	Local Participation
Phase I Engineering	\$0		
Phase II Engineering	\$8,000		\$8,000
Phase III Engineering	\$0		
Construction	\$120,000	\$79,200	\$40,800
Total Budget	\$128,000	\$79,200	\$48,800

ISSUE LIST

Issue	Severity	Status
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Capital Summary Report



PROJECT INFORMATION

Report date	Project Name	Prepared By
10/2/2020	East Train Platform Construction	Matthew Supert, Director of Municipal Services
Project Start Date	Projected Completion Date	

PROJECT OVERVIEW

Task	% Done	Notes
Phase I Engineering	100%	
Phase II Engineering	100%	
Construction/Phase III Engineering	100%	Punchlist complete. Awaiting final invoicing from IDOT

STATUS SUMMARY

Project is complete. Village is currently awaiting final invoicing from IDOT.

FINANCIAL STATUS

	Total	To Date
Phase I Engineering	\$93,917	\$0
Phase II Engineering	\$100,000	\$9,140
Phase III Engineering	\$396,000	\$0
Construction	\$3,330,000	\$116,898
Total Budget	\$3,919,917	\$126,038
Construction Cost To Date	\$743,039	
Engineering Cost to Date	\$9,140	
Funds Remaining	\$3,167,738	



MEMORANDUM

TO: PROPERTIES & RECREATION COMMITTEE
FROM: ALEKS BRIEDIS, DIRECTOR OF RECREATION
SUBJECT: MATTIX MUSIC IMPROVEMENTS
DATE: 10/1/2020

PRESIDENT
 Alice Gallagher

TRUSTEES
 Heidi Rudolph
 James Tyrrell
 Nicole Chen
 Alan Fink
 James John
 Scott Lewis

CLERK
 James Horvath

MANAGER
 Ingrid Velkme

DIRECTORS
 Grace Turi
 Pat Schramm
 Martin Scott
 Matthew Supert
 Patrick Kenny
 Brian Budds
 Ellen Baer
 Aleks Briedis

Mattix Music is interested in becoming our new contractor and leasing space at the Grand Avenue Community Center. The space needs to be upgraded to become usable. This includes combining six smaller rooms into three larger rooms by removing the interior wall. The walls are not load bearing and do not have utilities running through them. These spaces will need to have the ceiling grid tiles replaced to make the ceiling uniform. All of the rooms will need new flooring, patchwork and painting.

Jamie Zaura from 845 Design has submitted a proposal for architectural drawings and project bidding in the amount of \$7800. The proposal is included in the packet.

She also gave an estimate of \$75,000 for the upgrades. She stated this figure is using the costs of the remodel of the lower level and construction of the sensory room. She also stated that this is a conservative estimate (actual cost could be lower). We will not know the exact cost until after the project has been bid.

Using the \$75,000 amount as a guide, this full amount would be collected from the lease payments by the end of the third year. Should Mattix Music stay in the space throughout the five years, which Mattix Music has stated they plan to and for many years after that, the Village would net at least \$55,000. This is based on the base rent. Mattix Music also plans to rent other spaces in the building for their classes, which is charged at an hourly rate. We currently do not know how many hours the other spaces will be used.

Year	Yearly Lease Payment	Running Total (-\$75,000 start)
1	\$24,984	-\$50,016
2	\$25,484	-\$24,352
3	\$25,991	\$ 1,459
4	\$26,508	\$27,967
5	\$27,036	\$55,003

VILLAGE *of* WESTERN SPRINGS



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In the contract with Mattix Music, it states that Mattix Music is obligated to pay for 36 months of rent, even if they default, to cover the costs of the improvements.

As of 12/31/2019, the Recreation Department's fund balance was \$490,597. It is currently estimated to decrease by \$135,832 by the end of the year to \$354,765.

PRESIDENT

Billie Gallagher

The fund balance is currently used for capital improvements and does not have a revenue stream. This balance was created years ago when the house that sat on the Safety Village property was sold with proceeds being used for the fund balance.

TRUSTEES

Heidi Rudolph

James Tynell

Nicole Chen

Alan Fintz

James John

Scott Lewis

Completing the upgrades would lower the fund balance for the next three years and then would start increasing again in the fourth year from lease payments.

The space Mattix Music would use is currently sitting vacant and no funds are coming in for the space as it sits empty.

CLERK

James Herzlich

The six smaller rooms are currently unusable for any activities as they are too small. The dilapidated condition of the other spaces make these rooms unusable.

MANAGER

Ingrid Valkone

In the event that Mattix Music does not continue leasing the space, the upgrades would make the space more attractive for other possible tenants and/or as additional programming space for the Recreation Department.

Please contact me with any other questions.

DIRECTORS

Grace Turf

Pat Schramm

Martin Scott

Matthew Supert

Patrick Kenny

Brian Bucks

Ellen Beer

Ashli Brindley



MEMORANDUM

PRESIDENT

Alice Gallagher

TRUSTEES

Heidi Rudolph

James Tyrrell

Nicole Chen

Alan Fink

James John

Scott Lewis

TO: INGRID VELKME, VILLAGE MANAGER
FROM: ALEKS BRIEDIS, DIRECTOR OF RECREATION
SUBJECT: POSSIBLE NEW TENANT AT GRAND AVENUE
DATE: 9/3/2020

Mattix Music has submitted a letter of interest in becoming an independent contractor with the Village of Western Springs and lease space in the upstairs of Grand Avenue Community Center previously occupied by Music Makers. The letter is attached.

CLERK

James Horvath

I have met with Katie Mattix, the owner and director, a few times to tour the available space. They would like to move in as early as January 1, 2021.

MANAGER

Ingrid Velkme

Mattix Music was founded in 2007. Currently, the school operates out of the Christian Reformed Church of Western Springs, located at 52nd & Wolf. They offer group music programs and private lessons. From my research, only positive reviews were found. A full listing of all of their programs and details can be found at <https://mattixmusic.com/>

DIRECTORS

Grace Turi

Pat Schramm

Martin Scott

Matthew Supert

Patrick Kenny

Brian Budds

Ellen Baer

Aleks Briedis

The space that Mattix Music is requesting will need to be updated with new flooring, lighting and painting. For two of the spaces, a wall in each space will need to be removed to make a larger space. The walls are not load bearing and do not have utilities in them. Sketches of all four of the spaces requested are attached. The total square footage requested is approximately 730 square feet.

Music Makers would have been paying \$28.95 per square foot per their 2015-2020 contract. This was the amount presented to Mattix Music. Any additional rooms used, such as the shared lower level of Grand Avenue, would be charged at an hourly rate of \$9.73, which is the standard rate for all of our tenants.

A breakdown of the financials are shown on the following page (square footage is approximate until after remodel):

VILLAGE *of* WESTERN SPRINGS



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	Room	Sq Footage	Yearly	Monthly
PRESIDENT				
Alice Gallagher	Southwest Room	290 sq ft	\$8291	\$690
TRUSTEES				
Heidi Rudolph	Northwest Room	148 sq ft	\$4231	\$353
James Tyrrell	Combined room #1	154 sq ft	\$4420	\$367
Nicole Chen				
Alan Fink	Combined room #2	138 sq ft	\$3945	\$329
James John				
Scott Lewis				
	TOTAL	730 sq ft	\$20,871	\$1739

CLERK

James Horvath

MANAGER

Ingrid Velkme

Next steps would be to formalize an agreement and obtain a quote for architectural drawings with a construction estimate.

Staff recommends moving forward working with Mattix Music.

DIRECTORS

Grace Turi

Pat Schramm

Martin Scott

Matthew Supert

Patrick Kenny

Brian Budds

Ellen Baer

Aleks Briedis

Please contact me with any questions.



MATTIX MUSIC STUDIO

August 27, 2020

To Whom it May Concern,

Mattix Music Studio would like to be the newest independent contractor leasing space in the Grand Avenue Community Center. Mattix Music Studio is a music school serving around 100-150 students each week with private and group music lessons and classes. Our teachers are extraordinary and our students are smart and talented. We have been operating out of a church and are looking to expand our services and join the WS Recreation Department.

We would like to reserve four rooms totaling approximately 730 square feet. The rooms would need to be remodeled to allow for social distancing before occupancy. We will have two pianos in each room, one for the student and one for the teacher, and so need more space than the current rooms allow.

We would like to move in as soon as possible and are happy to sign a five year agreement (or plus a few months) so we're on the same plan as the other occupants of the building.

I understand rent is \$28.59 per square foot per year and shared rooms are \$9.73 per hour.

We will likely need a little corner of storage space, as well, perhaps in the basement.

I look forward to working together to strengthen and serve the community of Western Springs!

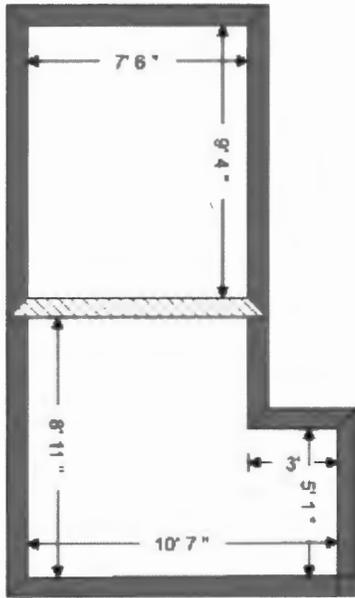
Thank you,

Katie Mattix
Owner & Director

Mattix Music Studio
Cell: 708-638-2987
Office: 708-638-3027
mattixmusic.com
katie@mattixmusic.com
5200 Wolf Road, Western Springs, IL 60558

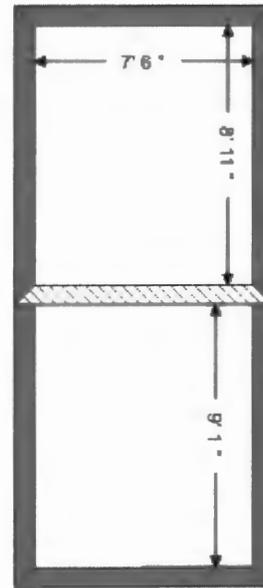
Combined Room #1

154 sq ft



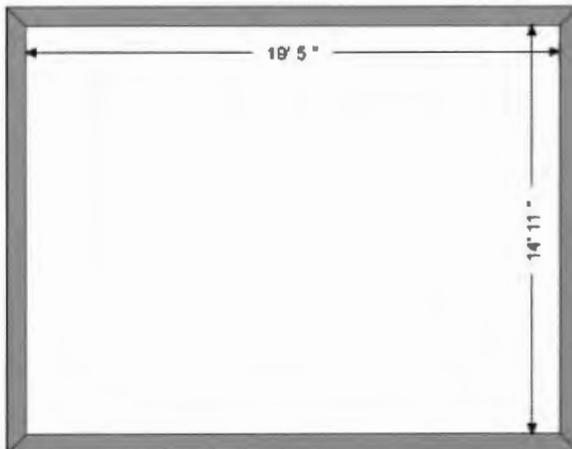
Combined Room #2

138 sq ft



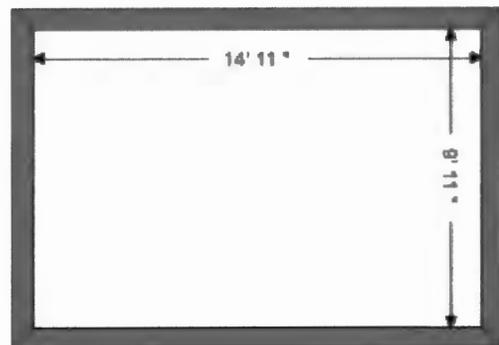
Southwest Room

290 sq ft



Northwest Room

148 sq ft



DRAFT 10-8-2020
RESOLUTION NO. 20-????

VOTE: _____

AYES: _____

NAYS: _____

DATE: October 12, 2020

ELECTRONIC MEETING: Mandatory Roll Call
Vote. President Alice Gallagher, Village Manager
Ingrid Velkme and Village Attorney Michael
Jurusik were physically present at Village Hall
during the Meeting.

OTHER: Published in pamphlet form.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN MATTIX MUSIC STUDIO AND THE VILLAGE OF WESTERN SPRINGS (Initial Term: January 1, 2021 To June 30, 2021; With Options To Renew For One Year Terms For July 1, 2021 To June 30, 2022, July 1, 2022 To June 30, 2023, July 1, 2023 To June 30, 2024 And July 1, 2024 To June 30, 2025,)

WHEREAS, the Village of Western Springs (“Village”) is a non-home rule municipality pursuant to Section 1 of Article VII of the Constitution of the State of Illinois of 1970. Moreover, Section 10(a) of Article VII of the Constitution of the State of Illinois of 1970 authorizes municipalities to enter into contracts with individuals, associations and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village”) desire to offer a variety of recreational and educational programs to Village residents and the public as part of its Recreation Department programs; and

WHEREAS, the Village desires to enter into the attached “INDEPENDENT CONTRACTOR AGREEMENT BETWEEN MATTIX MUSIC STUDIO AND THE VILLAGE OF WESTERN SPRINGS (Initial Term: January 1, 2021 To June 30, 2021; With Options To Renew For One Year Terms For July 1, 2021 To June 30, 2022, July 1, 2022 To June 30, 2023, July 1, 2023 To June 30, 2024 And July 1, 2024 To June 30, 2025), which is attached hereto as **EXHIBIT “A”** and made a part hereof (the “Agreement”), for purposes of allowing Mattix Music Studio (the “Contractor”) to provide recreational or educational services to the residents of the Village and the public as part of the Village’s Recreation Department programs; and

WHEREAS, the Contractor desires to enter into the attached Agreement for the purpose of providing recreational or educational services to the residents of the Village and the public as part of the Village’s Recreation Department programs consistent with the terms, provisions and conditions set forth in the attached Agreement; and

WHEREAS, at the September 14, 2020 and October 8, 2020 public meetings, the Properties and Recreation Committee reviewed the terms of the Agreement, considered the Village staff’s recommendation and input from the public regarding the Agreement, and then favorably recommended that the Village Board approve the Agreement; and

WHEREAS, at the September 14, 2020 Workshop Meeting and the October 12, 2020 Special Village Board Meeting, the President and Board of Trustees of the Village reviewed and discussed the Agreement and the Properties and Recreation Committee’s recommendation, and considered the Village staff’s recommendation and input from the public regarding the Agreement. At the October 12, 2020 Special Village Board Meeting, the President and Board of Trustees accepted the Properties and Recreation Committee’s favorable recommendation to approve and enter into the Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs and the Contractor have the authority to approve and enter into the attached Agreement, pursuant to Article VII, Section 10(a) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/ *et seq.*), including Section 8-1-7(b)(2) (Contracts) (65 ILCS 5/8-1-7(b)(2)), Section 11-45.1-1 (Cultural Centers) (65 ILCS 5/11-45.1-1), and Sections 11-63-1 and 11-63-10 (Community Buildings and Gymnasiums) (65 ILCS 5/11-63-1; 65 ILCS 5/11-63-10).

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

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

SECTION 2: The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the "INDEPENDENT CONTRACTOR AGREEMENT BETWEEN MATTIX MUSIC STUDIO AND THE VILLAGE OF WESTERN SPRINGS (Initial Term: January 1, 2021 To June 30, 2021; With Options To Renew For One Year Terms For July 1, 2021 To June 30, 2022, July 1, 2022 To June 30, 2023, July 1, 2023 To June 30, 2024 And July 1, 2024 To June 30, 2025) (the "Agreement"). A copy of the Agreement is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees of the Village of Western Springs authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and to take all actions necessary to fulfill the Village's obligations under the Agreement.

SECTION 3. The President and Board of Trustees further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village's financial obligations under the Agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its approval, adoption and publication in the manner provided by law.

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Meeting thereof, held on the 12th day of October, 2020, and approved by me as President, and attested by the Acting Village Clerk, on the same day.

Alice F. Gallagher, Village President

ATTEST:

James Horvath, Acting Village Clerk

Exhibit "A"

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MATTIX MUSIC STUDIO AND THE VILLAGE OF WESTERN SPRINGS**

**(Initial Term: January 1, 2021 To June 30, 2021; With Options To Renew For
One Year Terms For July 1, 2021 To June 30, 2022, July 1, 2022 To June 30, 2023,
July 1, 2023 To June 30, 2024, And July 1, 2024 To June 30, 2025)**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 20-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MATTIX MUSIC STUDIO AND THE VILLAGE OF WESTERN SPRINGS**

(Initial Term: January 1, 2021 To June 30, 2021; With Options To Renew For One Year Terms For July 1, 2021 To June 30, 2022, July 1, 2022 To June 30, 2023, July 1, 2023 To June 30, 2024 And July 1, 2024 To June 30, 2025)

which was passed by a roll call vote of the Village President and Board of Trustees of the Village of Western Springs at a Special Meeting held on the 12th day of October, 2020, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 12th day of October, 2020.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this 12th day of October, 2020.

James Horvath, Acting Village Clerk

[Seal]

DRAFT 10-1-2020
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MATTIX MUSIC STUDIO AND THE VILLAGE OF WESTERN SPRINGS
(Initial Term: January 1, 2021 To June 30, 2021; With Options To Renew For One Year Terms For July 1, 2021 To June 30, 2022, July 1, 2022 To June 30, 2023, July 1, 2023 To June 30, 2024 And July 1, 2024 To June 30, 2025))

This **INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter known as "Agreement") is made by and between the VILLAGE OF WESTERN SPRINGS (hereinafter known as the "Village"), an Illinois municipal corporation, with offices at 740 Hillgrove Avenue, Western Springs, Illinois, and the MATTIX MUSIC d/b/a MATTIX MUSIC STUDIO, a sole proprietor, with offices at 5200 Wolf Road, Western Springs, Illinois (hereinafter known as the "Contractor" or "Corporation"). The Village and the Contractor are at times referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Village has determined that it can provide certain high quality recreational, educational or cultural services desired by its residents by establishing said services as a part of the recreation program of the Village; and

WHEREAS, the Contractor is qualified and desires to provide the following high quality recreational, educational or cultural services on the terms set forth below: music lessons and group music programs (the "program" or the "Services"); and

WHEREAS, the Village is authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

NOW, THEREFORE, BE IT AGREED THAT:

1. **INDEPENDENT CONTRACTOR**: The Village agrees to utilize the Contractor as an independent contractor to provide the Services described herein, and the Contractor agrees to provide such Services.
2. **TERM; MONTHLY CHARGES**: Unless terminated in accordance with the provisions of this Agreement, the term of this Agreement (the "Term" or "Renewal Term") shall be as follows:
 - (1) **Initial Term 2021**: Term 2021 shall commence on January 1, 2021 and end on June 30, 2021, subject to the payment of the Monthly Charges as set forth in attached **EXHIBIT "C"**.
 - (2) **Term 2021-2022**: Unless written notice of non-renewal is provided by the Contractor to the Village on or before March 1, 2021, Term 2021-2022 shall commence on July 1, 2021 and end on June 30, 2022, subject to the payment of the Monthly Charges as set forth in attached **EXHIBIT "C"**.
 - (3) **Term 2022-2023**: Unless written notice of non-renewal is provided by the Contractor to the Village on or before March 1, 2022, Term 2022-2023 shall

commence on July 1, 2022 and end on June 30, 2023, subject to the payment of the Monthly Charges as set forth in attached **EXHIBIT "C"**.

- (4) **Term 2023-2024:** Unless written notice of non-renewal is provided by the Contractor to the Village on or before March 1, 2023, Term 2023-2024 shall commence on July 1, 2023 and end on June 30, 2024, subject to the payment of the Monthly Charges as set forth in attached **EXHIBIT "C"**.
- (5) **Term 2024-2025:** Unless written notice of non-renewal is provided by the Contractor to the Village on or before March 1, 2024, Term 2024-2025 shall commence on July 1, 2024 and end on June 30, 2025, subject to the payment of the Monthly Charges as set forth in attached **EXHIBIT "C"**.
- (6) **Renewal Terms.** The Monthly Charges for each of the Renewal Terms are subject to an annual, automatic increase of two percent (2%), as set forth in attached **EXHIBIT "C"**, unless otherwise as agreed to in writing by the Parties. If the Contractor provides written notice of non-renewal to the Village on or before March 1 during any Term, then the Contractor agrees to terminate occupancy, remove its property, and deliver the space to the Village on the last date of that Term in accordance with the provisions of this Agreement.

3. **LOCATION:** The Village, after appropriate consultation with the Contractor, shall offer the program at the Grand Avenue Community Center, 4211 Grand Avenue, Western Springs, Illinois, in the space owned by the Village and outlined in **EXHIBIT "A"** attached hereto.

A. Use of Extra Space

On an annual basis, the Village, in its sole discretion, may permit the Contractor to use Room #222 and Lower Level Room #004 at the Grand Avenue Community Center, subject to the following terms and conditions:

- a. The actual hours of use of the rooms by the Contractor shall be determined by the Village, in its sole discretion. If the rooms are available for use by the Contractor and the Contractor requests to use one or both rooms, the Parties shall agree upon the hours of use and said hours shall be scheduled through the Recreation Department.
- b. The Hourly Rate for use of the rooms, and the increases to the Hourly Rate from time to time during the Term of this Agreement, are contained in **EXHIBIT "C"** attached hereto.

4. **CONSTRUCTION OF IMPROVEMENTS; ESTIMATE OF COST; OCCUPANCY; TERMINATION:** For the use and benefit of the Contractor, the Village, at its cost, shall cause certain improvements to be made to the areas of the Grand Avenue Community Center as outlined in **EXHIBIT "A"** attached hereto, including installing new flooring and lights, painting, and removing certain non-load bearing walls (the "Pre-Occupancy Improvements"). The estimated cost of the Pre-Occupancy Improvements is Seventy-Five Thousand Dollars (\$75,000.00) ("Cost Estimate"). The Village agrees to pay for the costs associated with the preparation of the architectural design plans, the bidding process and the construction of the Pre-Occupancy Improvements prior to the Contractor taking occupancy. The Village shall also be responsible for overseeing the completion of the Pre-Occupancy Improvements. If the bid proposals exceed the Village's Cost Estimate by more than twenty-five percent (25%), the Village shall provide written notice of

the bid proposals to the Contractor within seven (7) business days of the bid opening date. If the Parties cannot reach mutual agreement on cost-sharing arrangement for the additional costs that exceed the Cost Estimate, the Village, in its sole discretion, may terminate this Agreement without any liability to the Contractor by providing a written termination notice to the Contractor.

A. Completion of Pre-Occupancy Improvements and Occupancy. The Village anticipates completion of the Pre-Occupancy Improvements and occupancy to commence on January 1, 2021. If the Pre-Occupancy Improvements are not completed by January 1, 2021, the Parties agree to extend the occupancy date by up to ninety (90) calendar days. The Contractor shall not be obligated to pay Monthly Building Charges until occupancy is provided by the Village. If occupancy cannot be provided by March 1, 2021, the Parties may agree to mutually terminate this Agreement and they agree to share equally the actual cost of the portion of the completed Pre-Occupancy Improvements as of the date of the termination of the Agreement.

B. Contractor Payment Obligation; Termination. The Village agrees to use the initial three (3) years (36 months) of Monthly Building Charges to repay itself for the expenditure of Village funds to used to pay for the completion of the Pre-Occupancy Improvements that are necessary for the Contractor to occupy and operate within the Grand Avenue Community Center. If the Contractor terminates this Agreement for any reason or defaults on this Agreement for any reason prior to the end of the initial 36 month period (e.g., the mid-point of Term 2023-2024, provided that occupancy is made available January 1, 2021), the Contractor shall be obligated to continue to pay the Village each of the Monthly Building Charges for the remainder of initial 36 months of occupancy, as they come due, or may pre-pay such Monthly Building Charge obligation, in order to repay the Village the cost of completion of the Pre-Occupancy Improvements. If the Contractor's occupancy of the Grand Avenue Community Center is delayed past January 1, 2021 due to construction delays or force majeure conditions, then the obligation of the Contractor to pay the Monthly Building Charges shall be delayed until such time as the Contractor occupies the Grand Avenue Community Center or is provided with alternate space to occupy by the Village. If such a delay occurs, then the Contractor's 36 month payment obligation of the Monthly Building Charges to reimburse the Village for the expenditure of Village funds to pay for the completion of the Pre-Occupancy Improvements shall be adjusted commensurate with the period of the delay so that period the payment obligation covers the initial 36 months of occupancy by the Contractor.

5. **CONTRACTOR RESPONSIBILITIES:** The scope of the Contractor's program activities and responsibilities shall be set forth in **EXHIBIT "B"** attached hereto, and the Contractor agrees to pay the Monthly Charges and Supplementary Charges to the Village in accordance with **EXHIBIT "C"** attached hereto.

6. **VILLAGE RESPONSIBILITIES:** The Village agrees to provide, at its expense, the following:

- (1) All heat, air conditioning, light, water, and snow removal for the building, parking lots and sidewalks; building and landscape maintenance, repairs and cleaning; and janitorial services for all common areas in the building;
- (2) Equipment (except for safety equipment provided by the Contractor under **EXHIBIT "B"**) for the program or modifications to the building, title to which shall remain with the Village;
- (3) Insurance on the building and all Village equipment used in the program;

- (4) Publicity for the program;
- (5) Off-street parking for the Contractor's employees and supervisory personnel, and off-street drives for the pick-up and delivery of users of the recreation program; and
- (6) Completion of the Pre-Occupancy Improvements.

7. **VILLAGE AND CONTRACTOR RESPONSIBILITIES:** Prior to commencement of the program, and from time to time as requested by either Party, the Village and the Contractor agree to consult one another in connection with:

- (1) Achievement of program goals;
- (2) Personnel matters, including hiring of qualified employees by Contractor;
- (3) Replacement, repairs or additions to equipment needed for the program;
- (4) Scheduling of the use of the building's common areas, as needed, from time to time by the program;
- (5) Any other matters concerning the program, including without limitation the Contractor's implementation of safety practices and use of safety equipment (e.g., safety goggles, gloves, smocks, mats, etc.) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of the program participants, the instructors, the public, and the building and its fixtures and equipment; and
- (6) The attendance at regular meetings. Both Parties will attend meetings on a regular basis, as needed, to review emergency procedures, safety concerns and modifications to the program to comply with changes in the law imposing additional duties and responsibilities on the Village, on the Contractor, or on the recreational program.

8. **FEES FOR SERVICES:** Fees to be charged by the Contractor for its Services under this Agreement shall be established by the Contractor, with the advice and consent of the Village, and such consent shall not be unreasonably withheld. All fees received for the program shall be paid to the Contractor, which at its expense agrees to maintain current and accurate records of such fee income.

9. **PRIORITY OF WESTERN SPRINGS RESIDENTS:** Residents of Western Springs will be given first priority in program openings.

10. **RENEWAL; FORCE MAJEURE:**

- A. **RENEWAL AFTER TERM 2025:** Prior to the termination of this Agreement, during Term 2025, the Contractor and the Village shall meet and discuss extending the Term of this Agreement, with such modifications to any term or condition, allocation or

determination of program fees or costs, for a five (5) year period or other agreed to term. If the Parties cannot reach an agreement on the terms of a renewal of this Agreement on or before ninety (90) calendar days prior to the end of Term 2025 of this Agreement, then the Contractor agrees to terminate occupancy, remove its property, and deliver the space to the Village on the date that Term 2025 of this Agreement ends.

- B. **FORCE MAJEURE:** Either Party will be excused from the performance of its obligations under this Agreement when and to the extent the non-performing Party's performance is delayed or prevented by any circumstances beyond the non-performing Party's control, including but not limited to fire, flood, explosion, pandemic, strikes or other labor disputes, acts of God or public emergency, war, rioting, malicious damage, acts or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance (collectively, "Force Majeure"), provided that:
- a. The non-performing Party gives the other Party prompt written notice describing the particulars of Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of Force Majeure;
 - b. The excuse of performance is of no greater scope and of no longer duration than is required by Force Majeure;
 - c. No obligations of either Party that arose before Force Majeure causing the excuse of performance are excused as a result of Force Majeure; and
 - d. The non-performing Party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance will not be excused under this Section for a period in excess of two (2) months, provided that, in extenuating circumstances, the Village, in its sole discretion, may excuse performance for a longer term. Economic hardship of the Contractor or the Village will not constitute Force Majeure.

11. **RESTRICTION ON RECREATION CENTER PARKING LOT:** As the Village Board of Trustees leases the parking lot adjacent to the Recreation Center from the Theatre of Western Springs, this lease agreement contains language which restricts use of the Theatre parking lot when main stage productions take place. The Contractor will honor any and all restrictions on parking as agreed to between the Village and the Theatre of Western Springs.

12. **REAL ESTATE AND OTHER TAXES OR ASSESSMENTS:** The Contractor acknowledges that properties identified in Section 3 above are currently exempt from real estate taxes and assessments. In the event that the property becomes subject to real estate taxes, the Contractor agrees to pay its prorata share of any real estate taxes that are assessed against the property that are specifically attributable to that portion of the property used by the Contractor in conducting its program under the terms of this Agreement. Because real estate taxes are paid a year later than they are assessed, this covenant and condition shall survive the termination of this Agreement and shall remain an obligation of the Contractor. The Contractor has the right to appeal any decision by the Cook County Assessor's Office regarding the real estate taxes, all at its expense. The Contractor shall be responsible for the payment of all income taxes, sales taxes, use taxes, payroll taxes, and any other kind of taxes arising from and relating to the Contractor's activities.

13. **VILLAGE CONTROLS OVER CONTRACTOR'S EMPLOYEES:** The Contractor is responsible for employing individuals used in the Contractor's program; subject, however, to the Village's right, through the Office of the Village Manager, to reject any of the Contractor's proposed employees and to require that such employees not be used in a program. The Village Manager will provide the Contractor, in writing, with the reason(s) for the rejection of any proposed employee. The Village Manager may order the Contractor not to continue to use a particular employee in the program at any time during this Agreement. The Contractor may request a review of the Village Manager's order by the General Government Committee of the Village Board, which review shall take place within two (2) weeks after the requested review is received in writing by the Office of the Village Manager. In the event the Parties cannot reach a mutual agreement in regard to the hiring of prospective employees or the continued use of particular employees, after good faith efforts at resolving such a dispute have been exhausted, this Agreement may be terminated by either Party.

14. **VILLAGE AND CONTRACTOR INSURANCE REQUIREMENTS:** The Village shall, at its expense, insure the building, improvements to the building made by the Village, and any property owned by the Village located in the building and its contents. The Village is not responsible for loss or damage to any of Contractor's property which is used in the program or located on the premises, or loss of income in the event of fire or other casualty which prevents the program from operating.

As part of the indemnification required by this Agreement, but without limiting the same, the Contractor agrees to carry, during the life of this Agreement, at its expense, comprehensive general liability insurance, including but not limited to coverage for bodily injury, death and property damage written on the comprehensive form, in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate, except day care providers which must provide \$3,000,000 per occurrence and \$10,000,000 aggregate, and \$100,000 for property damage per occurrence. The Contractor shall furnish evidence of such insurance prior to the effective date of this Agreement, and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Contractor shall also carry, during the life of this Agreement, a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois, and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The Contractor's policy or policies of insurance shall specifically recognize and cover the Contractor's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Contractor shall be primary, and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Contractor's insurance.

All Certificate(s) of Insurance shall contain the following endorsement:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon the Contractor's failure to procure said insurance, the Village shall have the right to terminate this Agreement.

15. **DEFAULT; REIMBURSEMENT OF PRE-OCCUPANCY IMPROVEMENT COSTS:** Except as otherwise provided in Section 4 and Section 13 above, in the event that either Party fails to perform under this Agreement, the other Party shall notify the non-performing Party of the default, in writing, setting forth the nature of the default. The Party that has failed to perform shall have fifteen (15) calendar days after receipt of the notice to correct such failure or to take substantial steps toward correcting the failure. If, after fifteen (15) calendar days, the default has not been corrected or substantial steps have not been taken to correct the default, the Party serving the notice may then declare this Agreement terminated, at which time the Contractor shall remove its supplies and equipment from the building immediately and need not perform under this Agreement. If the Contractor terminates this Agreement or defaults on this Agreement by not performing its obligations under this Agreement during the initial first 36 months of occupancy under this Agreement, the Contractor shall be obligated to continue to pay the Village each of the Monthly Building Charges for the remainder of initial 36 months of occupancy, as they come due, or may pre-pay such Monthly Building Charge obligation, in order to repay the Village the cost of completion of the Pre-Occupancy Improvements pursuant to Section 4(B) above. After the initial 36 months of occupancy, if the Contractor terminates this Agreement for any reason or defaults on this Agreement for any reason prior to the end of the then-current Term, the Contractor shall be obligated to pay the Village six (6) months of Monthly Charges, at the then-current rate, as liquidated damages to compensate for the loss to the Village and its residents of other programming opportunities that could have occupied the space and as a reasonable reimbursement of the public funds used to make the space available for the benefit and use of the Contractor's program(s).

16. **INDEPENDENT CONTRACTOR:** The Contractor is retained by the Village only for the purposes and to the extent set forth in this Agreement, and its relation to the Village shall, during the Term of this Agreement and period of its Services hereunder, be that of an independent contractor. The Contractor shall be free to dispose of such portion of its entire time, energy and skill during regular business hours as it is not obligated to devote hereunder to the Village, in such manner as it sees fit and to such persons, firms or corporations as it deems advisable. The Contractor shall not be considered as having an employee status, nor shall the Village withhold any sums for the payment of income taxes or FICA taxes, nor shall the Contractor be entitled to participate in any plans, arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits, for the regular employees of the Village.

17. **NOTICE:** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other Party under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending party at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

(a) Notices to Western Springs
shall be sent to:

With a copy to:

Michael T. Jurusik

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

Village Attorney
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

- (b) Notices to Contractor
shall be sent to:

Katie Mattix, Director
Mattix Music d/b/a Mattix Music Studio
5200 Wolf Road
Western Springs, Illinois 60558
Phone: (708) 638-3027

18. **INDEMNIFICATION:** As a material inducement for the Village to enter into this Agreement, the Contractor agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Contractor's operation of the program or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees.

The scope of the Contractor's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of the Contractor, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Contractor, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) Loss or damage of any kind resulting from the Contractor's failure to comply with any provision of this Agreement, or of any federal, State or local law or regulation applicable to the Contractor.

The Village agrees to defend, indemnify and hold harmless the Contractor, its representatives, officers, agents and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses

and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Village's performance of the terms of this Agreement or the Village's acts or omissions in operating those portions of the Grand Avenue Community Center or the Recreation Center not utilized by the Contractor for its program, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Contractor, its representatives, officers, agents and employees.

As a condition of the Village entering into this Agreement, the Contractor agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Contractor or its program, in, on or about that portion of the building described in Section 3 above which is used by the Contractor to conduct its program.

In the event of that any type of personal injury, including death or illness, or any loss, damage or claim or claims occur or arise to the Contractor, its employees or its program participants as a result of the Contractor's use of the space or use of the Grand Avenue Community Center or the Recreation Center under this Agreement, the Contractor shall give immediate written notice thereof to the Village Manager.

19. **CONTRACTOR IMPROVEMENTS:** Prior to making any changes or improvements to the space, the Contractor shall first obtain the Village's written approval, which approval shall not be unreasonably withheld. Such changes, if any, shall be shown on **EXHIBIT "B"**, which shall be signed by both the Village and the Contractor before the Contractor shall be allowed to make any changes or improvements to the space.

20. **CORPORATE CONTRACTOR:** *(cross out if not applicable)* The Village is entering into this Agreement with the Contractor, an Illinois corporation or limited liability company, based upon the individual representations and assurances of the Corporation's individual shareholders and officers that they will cause the Corporation to perform under this Agreement. If, during the life of this Agreement, the individual or individuals who now own and operate the Contractor sell any part of the business, or their shares of stock of the Corporation, this Agreement shall, at the sole option of the Village, terminate unless prior approval of sale to the purchasers by the Village shall be obtained.

21. **MUTUAL COOPERATION:** The Village and the Contractor agree to fully cooperate, consult and inform each other regarding any and all decisions and activities associated with or having a significant impact on the Contractor's program, to achieve the mutual goals and purposes of operating a high quality recreation program for the Village, its residents and other users of the program.

22. **MECHANIC'S LIEN:** The Contractor will not suffer or permit any mechanic's lien or other such lien to attach to the Subject Property. The Contractor shall save and keep harmless the Village and its property from any such lien or claim therefore, and from any and all cost or expense incurred in connection with any such lien or claim, including attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

23. **PERMITS:** The Contractor shall obtain all necessary permits, licenses, consents and other approvals for the operation of the program.

24. **ASSIGNMENT**: The Contractor shall not assign, sublet, transfer or convey this Agreement to any person or entity without the prior written consent of the Village, which consent shall not be unreasonably withheld. Any transferee or assignee must sign a Rider to this Agreement, prepared by the Village Attorney, that commits him or her to fulfill all of the obligations and responsibilities of the Contractor hereunder, and must show satisfactory evidence that he or she meets the insurance requirements and other terms, conditions and provisions contained herein.

25. **EXECUTION**: This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

26. **ENTIRETY OF AGREEMENT**: This Agreement, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change hereto shall be in writing and approved by the corporate authorities of the Village.

27. **AUTHORITY**: This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each Party. Each of the signatories to this Agreement are the duly authorized representatives of their respective corporate entity, and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the Village's case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives and assigns.

28. **ENFORCEABILITY**: If any provision of this Agreement, or any section, paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law, provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

29. **CHANGE IN LAWS**: The Contractor shall immediately notify the Village of any change in conditions or change in federal, State or local law, or of any other event which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

30. **COMPLIANCE WITH LAWS**: The Contractor certifies as follows:

- a. That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, State and county laws and regulations, and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other

- applicable codes.
- b. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
 - c. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).
 - d. In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, State and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Acts) in the operation of the Services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village.
 - e. That it shall comply with all applicable federal and State laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. Any contracts entered into by the Contractor relating to its use of Village-owned property shall require the Contractor and its subcontractors to comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).
 - f. The Contractor also agrees to require any contractor doing construction work or performing professional or consulting Services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.
 - g. Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession, and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Contractor acknowledges that certified payroll records submitted to a

public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10).

31. **TIME:** Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

32. **JURISDICTION AND VENUE:** This Agreement provides for Services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

33. **CAPTIONS:** The captions at the beginning of each Section, respectively, are for convenience in locating the context, but are not part of the context.

34. **EXHIBITS:** True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

- EXHIBIT "A" - Location of Program
- EXHIBIT "B" - Contractor Responsibilities
- EXHIBIT "C" - Monthly Building Charges
and Supplementary Monthly Common Area Charges

35. **EFFECTIVE DATE:** After this Agreement has been signed by the Contractor, this Agreement shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this Agreement, which date shall be the date stated below on the signature page of this Agreement.

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Western Springs, and the Contractor have signed this Agreement. This Agreement shall be in full force and effect as of the date the Village of Western Springs executes this Agreement.

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

MATTIX MUSIC STUDIO,
an Illinois company

BY: _____
Name: _____
Village President

BY: _____
Name: _____
Authorized Corporate Officer/Partner

Date: _____

Date: _____

ATTEST: _____

Name: _____

Village Clerk

Date: _____

ATTEST: _____

Name: _____

Secretary

Date: _____

EXHIBIT "A"

**To Independent Contractor Agreement
Between the Village of Western Springs and Mattix Music Studio
(Initial Term: January 1, 2021 To June 30, 2021; With Options To Renew For One Year Terms For July 1,
2021 To June 30, 2022, July 1, 2022 To June 30, 2023, July 1, 2023 To June 30, 2024, July 1, 2024 To
June 30, 2025, And July 1, 2025 To June 30 30, 2026)**

LOCATION OF PROGRAM

At:

(Grand Avenue Community Center)

or

(Recreation Center)

Circle One

EXHIBIT "B"

**To Independent Contractor Agreement
Between the Village of Western Springs and Mattix Music Studio
(Initial Term: January 1, 2021 To June 30, 2021; With Options To Renew For One Year Terms For July 1,
2021 To June 30, 2022, July 1, 2022 To June 30, 2023, July 1, 2023 To June 30, 2024, July 1, 2024 To
June 30, 2025, And July 1, 2025 To June 30 30, 2026)**

CONTRACTOR RESPONSIBILITIES

The Contractor agrees to organize and operate a high quality recreational, educational or cultural program within a Village recreational or cultural facility. Said program shall be operated as scheduled by the Contractor and approved by the Village, Monday through Saturday from 8:00 a.m. to 10:00 p.m. and Sundays from 10:00 a.m. to 6:00 p.m.

The Contractor shall have the following responsibilities in connection with the operation of its recreational, educational or cultural programming:

- (a) The Contractor shall be responsible for the activities and supervision of their employees and shall pay the salaries and benefits, if any, to said employees.
- (b) The Contractor shall provide all supplies and materials as needed for the program. Cleaning and janitorial service for the rooms used by the Contractor shall be arranged by the Contractor, at its expense.
- (c) The Contractor, at its expense, shall provide such classroom furniture, shelving, equipment and other such personal property as required to operate the program. Title to such property shall remain with the Contractor, even if such property is attached to the building. Any damages to the building caused by accidents arising out of the Contractor's activities shall be repaid by the Contractor.
- (d) The Contractor shall establish a curriculum for participants, and shall supply annual reports on the implementation and success of the program to the Village.
- (e) The Contractor shall be responsible for providing, maintaining and filing, on a timely basis, all program forms, records and reports that may be required by both State and Federal Government, and shall be responsible for meeting the standards for such programs established by the State of Illinois.
- (f) The Contractor will collect and keep accurate records of attendance, including names, telephone numbers and residence addresses, of all participants.
- (g) If the Contractor is organized as a corporate entity (as either an Illinois corporation, a limited liability corporation or foreign corporation), then the Contractor, on an annual basis, shall furnish to the Village a certificate of good standing and an annual report on

the Illinois Secretary of State forms. If the Contractor is organized as a partnership or limited liability partnership, or as some variation thereof, the Contractor shall provide the Village with a copy of the partnership agreement, and any amendments thereto, and further shall provide, on an annual basis, a copy of any required State or County registration certificate (e.g., registration under the Assumed Business Name Act, 805 ILCS 405/1 *et seq.*) pertaining to the partnership.

- (h) The Contractor shall be responsible for preparing and implementing safety practices and policies in regard to the program and shall provide, at its cost, all necessary safety equipment (e.g., safety goggles, gloves, smocks, mats, etc.) as is reasonably appropriate for the program, to protect the health and safety of the program participants, the instructors, the public, and the building and its fixtures and equipment. The Village, in its discretion, or any regulatory agency, may require at any time that the Contractor implement certain safety procedures or use certain safety equipment or change its safety procedures in order to protect the health and safety of the program participants, instructors, the public, and the building and its fixtures and equipment. **The above required safety practices and policies shall include an Infectious Disease / COVID-19 Pandemic Response-Action Plan that requires compliance with then-current protocols, guidelines and recommendations issued by the pertinent Federal, State and County health and worker safety governmental oversight agencies, such as the Illinois Department of Public Health, the Illinois Department of Labor (Illinois OSHA), the federal Occupational and Safety Health Administration, the Centers for Disease Control and the National Institute of Health.**

- (i) If the Contractor is a corporate entity, then each shareholder, officer and director, in their corporate capacity only, must guarantee the full and prompt performance of all of the obligations of the Contractor under this Agreement and **EXHIBIT "B"** of this Agreement, and further guarantee the full and prompt payment of the obligations contained in the Insurance Requirements section (Section 14) and the payment of the Monthly Charges set forth in **EXHIBIT "C"**. If the Contractor is a partnership, then each general partner and limited partner must personally and individually guarantee the full and prompt performance of all of the obligations of the Contractor under the Agreement, and further guarantee the full and prompt payment of the obligations contained in the Insurance Requirements section (Section 14) and the payment of the Monthly Charges set forth in **EXHIBIT "C"**.

- (j) The Contractor shall be responsible for the cost of repairs and maintenance and replacement of the kitchen appliances, including the dish washer, refrigerators and small appliances.

EXHIBIT "C"

**To Independent Contractor Agreement
Between the Village of Western Springs
and Mattix Music Studio**

(Initial Term: January 1, 2021 To June 30, 2021; With Options To Renew For One Year Terms For July 1, 2021 To June 30, 2022, July 1, 2022 To June 30, 2023, July 1, 2023 To June 30, 2024, July 1, 2024 To June 30, 2025, And July 1, 2025 To June 30 30, 2026)

**MONTHLY BUILDING CHARGES AND
SUPPLEMENTARY MONTHLY COMMON AREA CHARGES**

Mattix Music Studio

Monthly Charges are calculated on the basis of **\$28.95** per square foot of usable space, including an individual assignment of hallway and common area space. The total space occupied by the Contractor is determined utilizing Business Office Management Association rental standards.

Annual Increase Applicable to Monthly Building and Room Charges: The **\$28.95** per square foot charge shall apply during the period January 1, 2021 to June 30, 2022 and has been used to calculate the Monthly Building Charge. For each subsequent term listed below, the Monthly Building and Room Charges shall increase by a factor of two percent (2%).

Therefore, for **Term 2021** (between the dates of **January 1, 2021 to June 30, 2021**), the following Monthly Building Charge will apply:

Monthly Building Charge = **\$2082.00**
Total Term Cost = **\$12,492.00**

Charge for Grand Avenue Center Room #222, Lower Level Room #004 or any other similar space within the building in the discretion of the Village = **\$9.73** per hour per room. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2021-2022:

Monthly Building Charge = **\$2082.00**
Total Annual Cost = **\$24,984.00**

Charge for Grand Avenue Center Room #222, Lower Level Room #004 or any other similar space within the building in the discretion of the Village = **\$9.92** per hour per room. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2022-2023:

Monthly Building Charge = **\$2,124.00**
Total Annual Cost = **\$25,484.00**

Charge for Grand Avenue Center Room #222, Lower Level Room #004 or any other similar space within the building in the discretion of the Village = **\$10.12** per hour per room. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2023-2024:

Monthly Building Charge = **\$2,166.00**
Total Annual Cost = **\$25,992.00**

Charge for Grand Ave. Center Room #222, Lower Level Room #004 or any other similar space within the building in the discretion of the Village = **\$10.32** per hour per room. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Term 2024-2025:

Monthly Building Charge = **\$2,209.00**
Total Annual Cost = **\$26,508.00**

Charge for Grand Avenue Center Room #222, Lower Level Room #004 or any other similar space within the building in the discretion of the Village = **\$10.53** per hour per room. See Chart #1 attached hereto as Exhibit C-1 that indicates estimated hours of use and expense.

Exhibit C-1

Chart #1

Estimates Hours of Use and Expense

(attached)



845 Design Group P.C.
106 Calendar Court, No. 131
LaGrange, Illinois 60525
t: 708.218.9974 | f: 708.407.9008
www.845designgroup.com

SEPTEMBER 28, 2020

Mr. Aleks Briedis, Director of Recreation
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL. 60558

Dear Aleks,

Thank you for giving me the updated tour of Grand Avenue, based on our conversation I will complete permit drawings for the spaces highlighted in the floor plan that is attached at the end of this proposal.

On behalf of 845 Design Group, thank you for your consideration, please contact me with any questions.

Best Regards,

A handwritten signature in black ink that reads 'Jamie Zaura'. The signature is written in a cursive, flowing style.

Jamie Zaura, AIA, LEED AP BD+C
Principal, 845 Design Group P.C.



1.0 PROJECT UNDERSTANDING

845 Design Group shall provide design services for the Grand Avenue Pre-School second floor located at 4211 Grand Avenue, Western Springs, IL. 60558. The following scope was provided at our meeting on September 16, 2020:

Space Number 1 on the attached floor plan

- Room 211 provide new ceiling tile, light fixtures, wall base, and flooring.
- Walls to be painted.

Space Number 2 on the attached floor plan

- Rooms 215 and 217 to be combined. Provide new ceiling tile, light fixtures, wall base, and flooring.
- Existing plumbing to be removed.
- Existing marker board to be removed.
- Walls to be painted.

Space Number 3 on the attached floor plan

- Rooms 218 and 219 to be combined. Provide new ceiling tile, light fixtures, wall base, and flooring.
- Walls to be painted.

Space Number 4 on the attached floor plan

- The existing cabinetry shall be removed and chair rail (if possible).
- Existing ceiling and lights to remain (Aleks is looking into a ComEd program for light replacement)
 - As an alternate a new ceiling and new light fixtures shall be provided
- Existing wall speaker, marker board to be removed
- Paint walls, replace wall base and carpeting with a LVT flooring
- Existing base board heat and window treatments to remain

Space Number 5 on the attached floor plan

- Combine two former music rooms leaving the one larger meeting room separate. Per the plans attached the rooms to be combined are labeled 223, and 224. 222 will be repainted, with a new floor and wall base.
- Reuse the existing light fixtures and reconfigure the fixtures in the modified ceiling grid in the two smaller rooms (223, 224)
- Remove and reinstall a new ceiling grid in the two smaller rooms.
- The Village of Western Springs shall add one diffuser to cover one of the rooms to be absorbed into the new larger space
- New electrical outlets shall be added to the north wall, no data shall be provided in the new space at this time. The Village has confirmed that data can be added once the use of the room is established
- The existing carpet shall be replaced, as will the existing wall base. The walls shall be painted
- Note: Landscape Architecture, Electrical, Civil, Structural, Mechanical, and Plumbing Engineering services shall not be included in this proposal. With the current scope they are unnecessary

2.0 SCOPE OF PROFESSIONAL SERVICES

Village of Western Springs, hereinafter shall be referred to as the Client.

845 Design Group P.C. hereinafter referred to as 845 DG or Designer/Architect, shall provide the following professional services for the project listed in Section 1.0.

2.1 SCHEMATIC DESIGN PHASE/DESIGN DEVELOPMENT PHASE

845 DG shall, in the course of completing the Schematic Design / Design Development Phase:

- Conduct Field Verification and draw CAD Drawings
- Conduct one (1) meeting with staff to review the proposed design, and finishes
- Prepare drawings that establish the design scheme
- Prepare Preliminary Specifications
- The Client shall approve and sign off on the Design Development phase prior to the commencement of the Construction Documents Phase

2.2 CONSTRUCTION DOCUMENTS PHASE

845 DG shall, in the course of completing the Construction Document Phase:

- Provide final architectural drawings to create one cohesive and comprehensive set of Construction Documents and Specifications for permit submission and bidding
- Attend (1) one Meeting with the Client, if necessary

2.3 BIDDING AND NEGOTIATION PHASE

845 DG shall, in the course of completing the Bidding and Negotiation Phase:

- Provide support by answering Requests for Information (RFI's) and preparing addenda as required
- Respond to the Village's drawing review comments as required to obtain permit
- Verify recommendations provided by the Contractor

2.4 CONSTRUCTION ADMINISTRATION PHASE (billed at the hourly rate)

- Review shop drawings and submittals in a timely manner
- Prepare necessary bulletins, drawings, specifications necessary to clarify and or supplement the project scope of the Contract Documents
- Attend construction site visits when necessary
- Conduct (1) one punch list
- Review pay applications

3.0 PROJECT SCHEDULE

Our team is prepared to begin work once the proposal is signed.

4.0 COMPENSATION

845 DG shall be compensated for professional design services rendered in connection with the Project under this Proposal as follows:

Phase	Cost
Permit Documents and public bidding	\$ 7,800.00
Construction Administration	Shall be at 845's Hourly Rate

4.1 PAYMENT TERMS

Invoices will be billed monthly and are payable within 30 days. If payment is not received within thirty days a late payment interest rate of 1.5% per month will be applied each month. Non-payment of invoices shall constitute grounds for discontinuing services.

Billing will be made monthly for the work performed during the previous month or as the design phases are completed.

Client agrees to pay the costs of collection of any and all payments due or enforcement of any provisions hereof, including reasonable attorney fees and court costs.

4.2 ADDITIONAL SERVICES

The following services are not included in 845 DG's fees. If the Client requests these services, the fees will be determined after the scope of each service is determined.

- 3d drawings
- Exterior Elevations
- USGBC LEED Documentation
- Furniture Coordination
- Signage Coordination
- Artwork and Accessories Program
- Construction Administration

4.3 REIMBURSABLES

Reimbursable expenses shall be billed at 1.15 times the cost. This includes communication, reproduction, messenger service and travel required. These expenses are in addition to 845 DG's professional fee.

- 845 DG will not invoice for travel time
- All reimbursable expenses in excess of \$200.00 shall be approved by the Client in advance.

4.4 HOURLY RATES

These hourly rates are valid through the completion of this project.

Employee/Position	Hourly Rate
Project Manager	\$110.00
Architect	\$100.00
Technical Support	\$75.00

4.5 TERMINATION

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 4.6

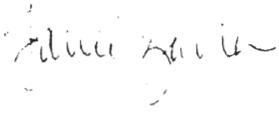
4.6 TERMINATION EXPENSES

Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

Please review the attached terms and conditions following this proposal.

We sincerely appreciate this opportunity to be of service to you and we look forward to continuing our relationship with you.

Respectfully,



Jamie Zaura, AIA, LEED AP BD + C
Principal, 845 Design Group P.C.



Megan Harte, AIA, EDAC, LEED AP
Principal, 845 Design Group P.C.

Approval:

signature

date

Printed name and title

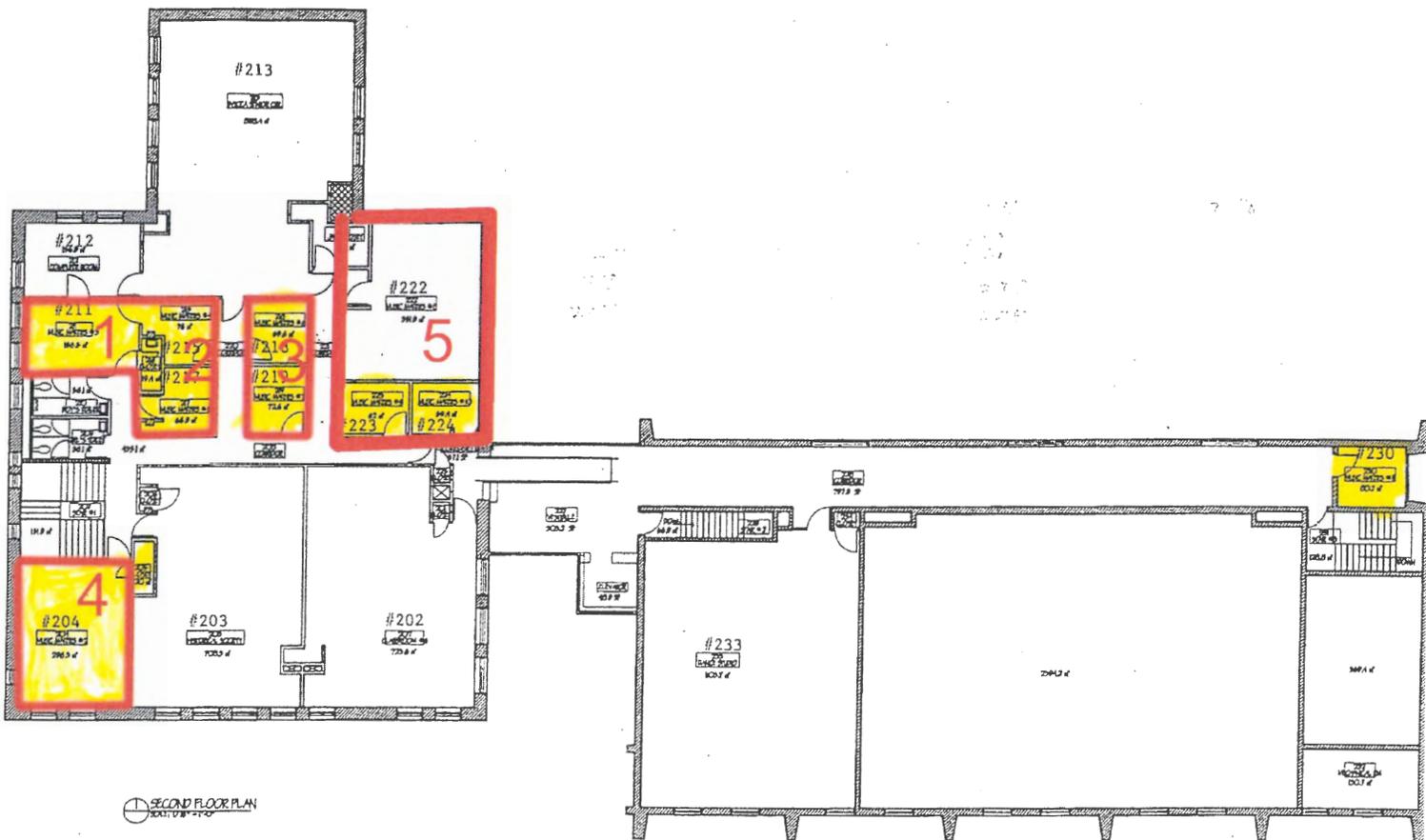
845 Design Group, PC Standard Terms and Conditions

These Standard Terms and Conditions are incorporated by reference into and made a part of the proposal and agreements between 845 Design Group PC and Client. In the event of a conflict between these Standard Terms and Conditions and any proposal or agreement between 845 Design Group PC and Client, these Standard Terms and Conditions shall govern.

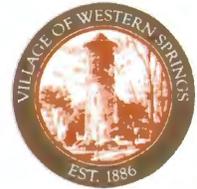
1. Parties. "Client" shall be the party identified as such in the proposal or agreement, or, if none is defined, shall be the party to whom the proposal or agreement is addressed. "Architect" or "845" shall mean 845 Design Group PC.
2. Client and Project Information. The Client shall provide full information regarding the Project, including a survey, all known site conditions, restrictions, easements and legal requirements applicable to the property, a program, setting forth objectives, schedule, constraints, a budget with reasonable contingencies, and criteria for rendition of services by the Architect. Architect shall be entitled to rely on the accuracy and completeness of all information and services provided by Client.
3. Scope of Services. The Architect's scope of services shall include only those services identified in the proposal or agreement. The duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without a signed, written agreement between the Client and the Architect. Neither Client nor Architect shall make changes to the other's instruments of service.
4. Additional Services. Services requested, authorized or confirmed in writing, signed or initialed by the Client and not described above constitute Additional Services compensable as set out hereafter ("Additional Services"). Such Additional Services shall include but shall not be limited to: (a) budget analysis; (b) financial feasibility studies; (c) planning surveys; (d) environmental studies; (e) measured drawings of existing conditions; (f) coordination of construction or project managers; (g) detailed construction cost estimates; (h) quantity surveys; (i) inventories of materials or equipment; (j) preparation of record drawings; and (k) any other services not otherwise expressly included in the proposal or agreement, or not customarily furnished as basic services in generally accepted Architect basic services. Time spent by the Architect providing Additional Services shall be billed at the rates set forth above for the Hourly Fee Schedule and enclosed to the Client by monthly invoice subject to all the terms and conditions governing said Invoices.
5. Schedule, Budget and Standard of Care. Architect agrees to perform its services in a manner that is consistent with the degree of care and skill ordinarily exercised by members of the same profession under similar circumstances. Architect shall perform its services as expeditiously as is consistent with reasonable skill and care. In providing services under this agreement, Architect makes no warranties or guarantees concerning its services or of the outcome of contemplated Project. Architect's opinions or evaluations of the Project's budget and estimates of construction cost prepared by Architect represent Architect's judgment as a design professional familiar with the industry. Client understands that neither Client nor Architect can control the costs of labor, materials or prices under market conditions existing at the time of bidding. As such, Architect cannot and does not warrant or guarantee that the bids or final construction cost will not exceed any estimates given by Architect. If Client has retained or intends to retain separate contractors, consultants and other professionals in connection with the Project, Architect shall not be responsible for the work, services, acts, errors or omissions of such separate contractors, consultants and other professionals.
6. Construction Observation. If Architect's services include construction phase observation of the work in progress, The Architect's responsibilities during construction observation shall consist of the following duties:
 - a. Act as a representative of the Client at the site of the Project, with authority only as provided herein. Architect shall (i) have the authority but not the duty to reject work which does not conform to the Architect's Contract Documents; (ii) have the authority but not the duty to require additional inspections or testing of the work whenever, in the Architect's reasonable opinion, same is necessary or advisable for the implementation of the intent of the Architect's Contract Documents; (iii) have the authority to review and approve or take other appropriate actions upon the Contractor's submittals such as Shop Drawings, Product Data and Samples required by the Architect's Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, *provided however*, that the Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component; and with prior written approval from Client (iv) prepare and recommend that Client issue Change Orders and Construction Change Directives, along with supporting documentation and data;
 - b. Advise and consult with the Client during construction on the Project until the final payment to the Contractor is due and, as an Additional Service, during any period thereafter in which changes are to be made by the Contractor;
 - c. Visit the project site to observe the Work in order to become generally familiar with the progress and quality of the Work included in Architect's Contract Documents and completed to date and to determine whether, in general, the Work included in the Architect's Contract Documents is being performed by the Contractor in a manner consistent with the requirements of the Architect's Contract Documents: (i) at intervals which are appropriate, in the Architect's reasonable discretion, to the stage of construction; or (ii) as otherwise agreed to by the Client and Architect in writing, provided however, that in no event shall the Architect be required to make exhaustive or continuous on-site inspections in order to check the quality or quantity of the Work, nor shall Architect be responsible for or review for any of Contractor's means, methods, techniques, sequence or procedures, or for safety precautions in connection with the Work, since these are solely the responsibility of the Contractor. Based upon said observations, the Architect shall keep the Client reasonably informed of the progress and quality of Work and endeavor to guard Client against defects and deficiencies in the work in the exercise of reasonable care;
 - d. If included in Architect's scope of services, review and clarify amounts due to the Contractor based on the Architect's observations at the site and evaluation of the Contractor's applications for payment. The Architect's certification for payment constitutes a representation to the Client, based upon the Architect's observations at the site and on the data contained in the Contractor's application for payment, that the Work represented therein, to the best of the Architect's knowledge, information and belief, has progressed to the point indicated thereon, and that the quality of the Work is in general accordance with all the Contract Documents, provided however, that the issuance of such a certification for payment is not a representation that the Architect has: (i) made an exhaustive or continuous on-site inspection to check the quality or quantity of the Work done by the Contractor; (ii) reviewed the construction means, methods, techniques, sequences or procedures used by the Contractor; (iii) reviewed copies of requisitions received from Subcontractors or material suppliers; or (iv) ascertained how or for what purpose the Contractor has used money

previously paid under the terms hereof,

- e. Conduct observations to determine conformity with the dates of Substantial Completion and Final Completion and to issue a final Certificate of Payment.
 - f. Assist in receiving and forwarding to the Client written warranties and related documents required by the Contract Documents assembled by the Contractor with respect to the Work described in Architect's Contract Documents; and
 - g. Upon written request of the Client or the Contractor, to interpret and decide matters concerning performance thereof under the requirements of the Contract Documents. The Architect's response to such requests shall be made with reasonable promptness. When making such interpretations and decisions, the Architect shall not be liable for results of interpretations or decisions so rendered in good faith.
 - h. The Architect's responsibilities during the Construction Observation Phase shall not extend to (i) Construction means, methods, techniques, sequences or procedures used by the Contractor; (ii) Safety precautions or programs in connection with the Work; (iii) The Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents; (iv) Acts or omissions of the Contractor, its Subcontractors, nor the employees, agents, assigns, materialmen or independent contractors of either, or of any other person performing portions of the Work.
7. **Payment.** Client agrees to pay Architect within 30 days of Architect's invoice, regardless of whether Client has been paid by the Project's owner or other third party. Invoices unpaid after 30 days shall accrue interest at the rate of one percent per month. Should Client fail to pay any amounts due hereunder or for any other services under any other agreements between Client and Architect, and such non-payment exceeds 45 days, Architect may, without prejudice to any other rights and remedies, suspend services on all agreements between Client and Architect until all amounts due are paid in full. In addition, at Architect's option, Client may be required to provide reasonable evidence of financial ability to perform Client's obligations under this Agreement. In the event of such suspension of services by Architect, should Client continue to fail to pay all amounts due in full by the close of business on the thirtieth (30th) day following suspension by Architect, then Architect may, without prejudice to any other rights and remedies, terminate the agreement or agreements between Client and Architect and recover damages. In the event of any suspension of services or termination by Architect for Client's failure to timely pay Architect, or in the event that Architect must enforce the terms of the agreement between Client and Architect, Architect shall have no liability for delays in the progress of the Work and Architect shall be entitled to recover its costs of early suspension or termination, remobilization and reasonable attorneys' fees, costs and expenses.
8. **Dispute Resolution.** Any proposals or agreements between Client and Architect shall be governed by the laws of the State of Illinois without regard to its conflict of law rules. All disputes between Client and Architect shall be resolved by litigation in the State or Federal Courts of or located in Illinois.
9. **Electronically Transmitted Data.** Data, design information, specifications, CAD files or other information transmitted electronically are provided for Client's convenience but are "as-is" without warranty of media, content or compatibility with Client's systems. Client acknowledges and accepts the risk and responsibility for damages to Client's hardware or software related to the use or transfer of Architect's electronic data. Client understands that Architect cannot be responsible for unauthorized changes in electronic data and that differences may exist between electronically delivered or transmitted data and the paper, hard copy of instruments of service. In the event of any conflict between Architect's electronically delivered or transmitted data and paper, hard copies of Architect's instruments of service, the paper, hard copies of Architect's instruments of service shall govern. Under no circumstances will the Architect's delivery or transmission of electronic data be deemed a sale. With respect to electronically delivered or transmitted data, Architect makes no warranties, either express or implied, of merchantability, compatibility, or fitness for any particular purpose.
10. **Limitation of Liability and Mutual Waiver of Consequential Damages.** The parties hereby waive, as against each other, any claims for incidental, special, exemplary or consequential damages. In addition, Client understands and acknowledges that the design and construction process for this Project poses certain risks to both Architect and Client. Client further understands and acknowledges that the amount of risk that Architect will accept is tied, in part, to the amount of compensation received for services rendered. Architect's fee for the services offered is based on Client's agreement to limit Architect's liability as described below. Client further acknowledges that were it not for this promise to limit Architect's liability, Architect's compensation would be greater to address the risks posed by this Project. Client, therefore, acknowledges its right to discuss this provision with legal counsel and voluntarily agrees that, to the fullest extent permitted by law, Architect's total liability to Client for any and all injuries, claims, liabilities, losses, costs, expenses, or damages whatsoever arising out of or in any way related to the Project, the proposal or Agreement from any cause or causes including, but not limited to, Architect's negligence, errors, omissions, breach of contract or any other legal theory, shall not exceed the total compensation received by Architect under this agreement. This limitation of liability shall apply to Client's claims for damages as well as Client's claims for contribution and indemnity with respect to third party claims.
11. **Insurance.** Architect carries professional liability and general liability insurance and has provided Client with a Certificate of Insurance evidencing its coverage. If Client requires additional coverage not carried by Architect and such coverage is commercially available, Architect will procure such coverage at Client's expense. Client agrees to cause all contractors performing work on the project (including Client, if applicable) to cause Architect to be an additional insured on such contractors' general liability, employer's liability and excess/umbrella liability coverages.
12. **Successors and Assigns.** Neither party shall assign this Agreement or any right or cause of action arising out of this Agreement or the performance of obligations hereunder without the written consent of the other.
13. **Entire Agreement.** This Agreement represents the entire and integrated agreement between Client and Architect and supersedes all prior negotiations, representations, or agreements.
14. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party.



⊕ SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



MEMORANDUM

PRESIDENT

Alice Gallagher

TRUSTEES

Heidi Rudolph

James Tyrrell

Nicole Chen

Alan Fink

James John

Scott Lewis

TO: PROPERTIES & RECREATION COMMITTEE
FROM: MATTHEW SUPERT, DIRECTOR OF MUNICIPAL SERVICES
SUBJECT: VERMEER CHIPPER: SURPLUS DECLARATION
DATE: 10/2/2020

The Municipal Services Department would like to declare the Village's 2006 Vermeer BC1500 chipper as surplus. The Village has received a quotation from Vermeer in the amount of \$13,000 as a trade in value towards the purchase of a new BC1500 chipper. The Village Board approved the purchase of the new chipper on September 28, 2020.

CLERK

James Horvath

MANAGER

Ingrid Velkme

DIRECTORS

Grace Turi

Pat Schramm

Martin Scott

Matthew Supert

Patrick Kenny

Brian Budds

Ellen Baer

Aleks Briedis

ORDINANCE NO. 20-

VOTE:

Voting aye:

**AUTHORIZING THE DISPOSAL OF
SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF
WESTERN SPRINGS DEPARTMENT
OF MUNICIPAL SERVICES (2006
VERMEER BC1500 CHIPPER)**

Voting nay:

DATE: October 12, 2020

OTHER: Published in pamphlet form.

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), the Corporate Authorities of the Village of Western Springs, Cook County, Illinois, may dispose of personal property owned by the Village when, in the opinion of a majority of the Corporate Authorities, such property is no longer necessary, useful to or in the best interests of the Village; and

WHEREAS, the Corporate Authorities of the Village of Western Springs deem it no longer necessary, useful to or in the best interests of the Village to retain the surplus personal property described in **Exhibit "A"**, attached hereto and made a part hereof, and desire that the Village Manager dispose of such property in any lawful manner.

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

SECTION 1: The Corporate Authorities of the Village of Western Springs find and declare that all itemized property of the Village set forth in **Exhibit "A"**, which is attached hereto and made a part hereof, is surplus personal property because it is no longer necessary, useful to or in the best interests of the Village to retain such property.

SECTION 2: The Village Manager, or his designee, is authorized to dispose of the personal surplus property of the Village set forth in **Exhibit "A"** in any lawful manner and is further authorized to execute the necessary documents to transfer the titles to the surplus property.

APPROVED by me, and attested by the Village Clerk, on this 12th day of October, 2020.

Alice F. Gallagher
Village President

ATTEST:

James Horvath
Village Clerk

EXHIBIT "A"

SCHEDULE OF SURPLUS PROPERTY

(See October 2, 2020 Memorandum from Director of Municipal Services Matthew Supert
Subject: Vermeer Chipper: Surplus Declaration)

Capital Summary Report



PROJECT INFORMATION

Report date	Project Name	Prepared By
10/2/2020	Ridgewood Oaks Detention Basin	Matthew Supert, Director of Municipal Services
Project Start Date	Projected Completion Date	
6/4/2017	11/1/2020	

PROJECT OVERVIEW

Task	% Done	Notes
Phase I Engineering	100%	
Phase II Engineering	100%	Awaiting SSA Documents
Construction/Phase III Engineering	0%	Target Early September Start

STATUS SUMMARY

Bids were opened on 03/10/20 with two apparent low bidders and the Bid was awarded during the March Board cycle. The ordinance drafting SSA #8 was presented to the Village Board in May. Anticipated Notice to proceed is to occur during the July 27 Board meeting with the public hearing scheduled for August. Additional Public Hearing work is ongoing due to July 27th, 2020 delay of vote to create SSA #8. Vote for the creation of SSA #8 has been postponed until October 15.

FINANCIAL STATUS

	Total	To Date
Phase I Engineering	\$24,000	\$161,191
Phase II Engineering	\$48,000	\$51,261
Phase III Engineering	\$35,223	\$0
Construction	\$514,988	\$0
Total Budget	\$622,211	\$212,452
Construction Cost To Date	\$0	
Engineering Cost to Date	\$79,125	
Funds Remaining	\$543,086	

Item	Category	Amount
7/31/2020	Phase II - Engineering	\$690.62
6/30/2020	Phase II - Engineering	\$917.21
4/7/2020 - Survey/Plats	Phase II - Engineering	\$1,777.00
4/7/2020 - Survey/Plats	Phase II - Engineering	\$450.00
5/31/2020	Phase II - Engineering	\$1,463.05
4/30/2020	Phase II - Engineering	\$39.82
3/31/2020	Phase II - Engineering	\$2,428.04
2/29/2020	Phase II - Engineering	\$5,545.27
1/31/2020	Phase I - Engineering	\$12,454.41
12/31/2019	Phase I - Engineering	\$30,582.26
11/30/2019	Phase I - Engineering	\$43,376.19
11/30/2019	Phase II - Engineering	\$93.67
9/30/2019	Phase I - Engineering	\$13,308.35
11/30/2019	Phase II - Engineering	\$93.67
8/31/2019	Phase I - Engineering	\$6,858.72
7/31/2019	Phase I - Engineering	\$13,248.34
9/30/2019	Phase II - Engineering	\$1,814.21
6/30/2019	Phase II - Engineering	\$8,352.39
5/13/2019	Phase II - Engineering	\$14,277.21
4/30/2019	Phase II - Engineering	\$3,415.82
3/31/2019	Phase II - Engineering	\$1,378.04
3/22/2019	Phase II - Engineering	\$8,524.96
2/28/2019	Phase I - Engineering	\$1,378.04
12/22/2017	Phase I - Engineering	\$9,982.00
12/15/2017	Phase I - Engineering	\$9,925.83
12/15/2017	Phase I - Engineering	\$9,779.23
11/17/2017	Phase I - Engineering	\$67.79
7/6/2017	Phase I - Engineering	\$9,961.53
3/31/2017	Phase I - Engineering	\$267.85

Total

\$212,451.52

NOTE: The project was initially going to be bid as part of the 2017 roadway program and the water main replacement under Flagg Creek a 51st street. Invoicing was combined for work occurring conjointly when it was expected to be a "single project" at that time.

FINANCIAL STATUS

	Total	Federal Participation	Local Participation
Phase I Engineering	\$24,000		\$24,000
Phase II Engineering	\$48,000		\$48,000
Phase III Engineering	\$35,223		\$35,223
Construction	\$514,988		\$514,988
Total Budget	\$622,211	\$0	\$622,211

ISSUE LIST

Issue	Severity	Status
Execution of Utility Easements	Medium	Ongoing

Capital Summary Report



PROJECT INFORMATION

Report date	Project Name	Prepared By
10/2/2020	Well 5 Electrical and Pumping Equipment	Matthew Supert, Director of Municipal Services
Project Start Date	Projected Completion Date	
7/1/2020	10/1/2020	

PROJECT OVERVIEW

Task	% Done	Notes
Phase I Engineering	100%	
Phase II Engineering	100%	
Construction/Phase III Engineering	90%	

STATUS SUMMARY

ComED has completed their work on the site and Suez is scheduled to place the pump equipment within the next two weeks. The Village anticipates to begin test pumping the well in late October and November.

FINANCIAL STATUS

	Total	To Date
Phase I Engineering	\$0	\$119,828
Phase II Engineering	\$48,000	\$40,157
Phase III Engineering	\$57,350	\$10,046
Construction	\$1,405,000	\$521,092
Total Budget	\$1,510,350	\$691,123
Construction Cost To Date	\$0	
Engineering Cost to Date	\$320	
Funds Remaining	\$1,510,030	

Item	Category	Amount
9/25/2020	Construction	\$521,091.72
8/21/2020	Phase III - Engineering	\$2,360.51
8/21/2020	Phase III - Engineering	\$871.60
7/24/2020	Phase III - Engineering	\$3,373.75
7/24/2020	Phase III - Engineering	\$470.00
6/19/2020	Phase III - Engineering	\$5,478.15
6/19/2020	Phase III - Engineering	\$1,071.25
5/22/2020	Phase III - Engineering	\$794.16
5/22/2020	Phase III - Engineering	\$3,933.54
1/31/2020	Phase I - Engineering	\$12,454.41
12/31/2019	Phase I - Engineering	\$30,582.26
11/30/2019	Phase I - Engineering	\$43,376.19
4/24/2020	Phase III - Engineering	\$2,123.75
9/30/2019	Phase I - Engineering	\$13,308.35
4/24/2020	Phase III - Engineering	\$2,123.75
8/31/2019	Phase I - Engineering	\$6,858.72
7/31/2019	Phase I - Engineering	\$13,248.34
1/24/2020	Phase II - Engineering	\$1,443.75
12/19/2019	Phase II - Engineering	\$4,005.05
11/15/2019	Phase II - Engineering	\$5,106.25
11/15/2019	Phase II - Engineering	\$5,428.75
10/18/2019	Phase II - Engineering	\$14,225.00
10/18/2019	Phase II - Engineering	\$3,552.50
9/30/2019	Phase II - Engineering	\$1,814.21
9/20/2019	Phase II - Engineering	\$4,261.25
7/19/2019	Phase II - Engineering	\$320.00
Total		\$77,819.67

PROJECT BREAKDOWN

	Total	Federal Participation	Local Participation
Phase I Engineering	\$0	\$0	\$0
Phase II Engineering	\$48,000	\$48,000	\$0
Phase III Engineering	\$57,350	\$57,350	\$0
Construction	\$1,405,000	\$1,405,000	\$0
Total Budget	\$1,510,350	\$1,510,350	\$0

ISSUE LIST

Issue	Severity	Status
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Capital Summary Report



PROJECT INFORMATION

Report date	Project Name	Prepared By
10/2/2020	Elevated Tank	Matthew Supert, Director of Municipal Services

Project Start Date	Projected Completion Date

PROJECT OVERVIEW

Task	% Done	Notes
Phase I Engineering	30%	
Phase II Engineering	0%	
Construction/Phase III Engineering	0%	

STATUS SUMMARY

A conferrence call was held on August 4, 2020 to Discuss coordination for the removal of the cellular equipment on the elevated tank. The Village will be sending out an follow up notification letter to cellular providers in September. The monopole is anticipated to be placed near the Elevated Tank around November and equipment is expected to be removed by March 15th. Work is anticipated to begin in early spring.

FINANCIAL STATUS

	Total	To Date
Phase I Engineering	\$0	\$3,266
Phase II Engineering	\$0	\$0
Phase III Engineering	\$0	\$0
Construction	\$0	\$0
Total Budget	\$0	\$3,266
Construction Cost To Date	\$0	
Engineering Cost to Date	\$3,266	
Funds Remaining	(\$3,266)	

Item	Category	Amount
11/9/2020	Classroom Cleaning	\$3,266.25
Total		\$3,266.25

PROJECT BREAKDOWN

	Total	Federal Participation	Local Participation
Phase I Engineering	\$0	\$0	\$0
Phase II Engineering	\$0	\$0	\$0
Phase III Engineering	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Total Budget	\$0	\$0	\$0

ISSUE LIST

Issue	Severity	Status
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Capital Summary Report



PROJECT INFORMATION

Report date	Project Name	Prepared By
10/2/2020	2020 Roadway Referendum Program - Prospect Avenue	Casey Biernacki, Assistant Director of Municipal Services
Project Start Date	Projected Completion Date	
7/1/2020	11/22/2020	

PROJECT OVERVIEW

Task	% Done	Notes
Phase I Engineering	0%	
Phase II Engineering	100%	
Construction/Phase III Engineering	90%	

STATUS SUMMARY

All concrete pavement has been poured and the roadway is open for public use. The contractor has begun installation of the green infrastructure improvements at Reid/Prospect and parkway restoration is underway.

FINANCIAL STATUS

	Total	To Date
Phase I Engineering	\$0	\$0
Phase II Engineering	\$73,097	\$72,479
Phase III Engineering	\$73,732	\$35,809
Construction	\$1,039,408	\$338,880
Total Budget	\$1,186,237	\$447,167
Construction Cost To Date	\$338,880	
Engineering Cost to Date	\$108,288	
Funds Remaining	\$739,070	

Item	Category	Amount
8/26/2020	Construction	\$338,879.88
8/26/2020	Phase 3 - Engineering	\$35,808.50
7/3/2020	Phase 2 - Engineering	\$27,477.28
3/6/2020	Phase 2 - Engineering	\$6,733.00
12/31/2019	Phase 2 - Engineering	\$31,053.75
12/31/2019	Phase 2 - Engineering	\$7,215.00
Total		\$38,268.75

PROJECT BREAKDOWN

	Total	Federal Participation	Local Participation
Phase I Engineering	\$0	\$0	
Phase II Engineering	\$73,097	\$0	\$73,097
Phase III Engineering	\$73,732	\$0	\$73,732
Construction	\$1,039,408	\$0	\$1,039,408
Total Budget	\$1,186,237	\$0	\$1,186,237

ISSUE LIST

Issue	Severity	Status
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Capital Summary Report



PROJECT INFORMATION

Report date	Project Name	Prepared By
10/2/2020	2020 Roadway Referendum Program and IEPA Water Main Improvement Project - Clausen Avenue	Casey Biernacki, Assistant Director of Municipal Services
Project Start Date	Projected Completion Date	
7/1/2020	11/22/2020	

PROJECT OVERVIEW

Task	% Done	Notes
Phase I Engineering	0%	
Phase II Engineering	100%	
Construction/Phase III Engineering	75%	

STATUS SUMMARY

The contractor poured the east lane of Clausen Avenue. The west lane is scheduled for removal and replacement beginning the week of October 12th.

FINANCIAL STATUS

	Total	To Date
Phase I Engineering	\$0	\$0
Phase II Engineering	\$82,200	\$76,495
Phase III Engineering	\$120,000	\$36,786
Construction	\$0	\$0
Total Budget	\$202,200	\$113,281
Construction Cost To Date	\$0	
Engineering Cost to Date	\$113,281	
Funds Remaining	\$88,919	

Item	Category	Amount
9/25/2020	Phase 3 - Engineering	\$35,808.50
9/5/2020	Phase 3 - Engineering	\$977.50
6/12/2020	Phase 2 - Engineering	\$4,124.48
5/15/2020	Phase 2 - Engineering	\$21,326.25
2/14/2020	Phase 2 - Engineering	\$11,440.00
1/31/2020	Phase 2 - Engineering	\$12,454.41
12/31/2019	Phase 2 - Engineering	\$6,662.50
12/31/2019	Phase 2 - Engineering	<u>\$20,487.50</u>
Total		\$113,281.14

PROJECT BREAKDOWN

	Total	Federal Participation	Local Participation
Phase I Engineering	\$0	\$0	\$0
Phase II Engineering	\$82,200	\$0	\$82,200
Phase III Engineering	\$120,000	\$0	\$120,000
Construction	\$0	\$0	\$0
Total Budget	\$202,200	\$0	\$202,200

ISSUE LIST

Issue	Severity	Status
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Capital Summary Report



PROJECT INFORMATION

Report date	Project Name	Prepared By
10/2/2020	2020 Motor Fuel Tax (MFT) Resurfacing Program	Casey Biernacki, Assistant Director of Municipal Services
Project Start Date	Projected Completion Date	
7/1/2020	11/22/2020	

PROJECT OVERVIEW

Task	% Done	Notes
Phase I Engineering	0%	
Phase II Engineering	100%	
Construction/Phase III Engineering	95%	

STATUS SUMMARY

The project is substantially complete. Site restoration will occur once the weather allows the installation of sod.

FINANCIAL STATUS

	Total	To Date
Phase I Engineering	\$0	\$0
Phase II Engineering	\$27,154	\$22,277
Phase III Engineering	\$37,766	\$21,715
Construction	\$375,957	\$286,010
Total Budget	\$440,877	\$330,002
Construction Cost To Date	\$286,010	
Engineering Cost to Date	\$43,992	
Funds Remaining	\$110,875	

Item	Category	Amount
9/18/2020	Construction	\$286,010.11
8/14/2020	Phase 3 - Engineering	\$17,618.00
7/17/2020	Phase 3 - Engineering	\$4,097.00
7/17/2020	.	\$1,543.26
6/12/2020	Phase 2 - Engineering	\$6,625.00
5/29/2020	Phase 2 - Engineering	\$7,435.80
5/15/2020	Phase 2 - Engineering	\$8,215.75
Total		\$23,819.81

PROJECT BREAKDOWN

	Total	Federal Participation	Local Participation
Phase I Engineering	\$0	\$0	\$0
Phase II Engineering	\$27,154	\$0	\$27,154
Phase III Engineering	\$37,766	\$0	\$37,766
Construction	\$375,957	\$0	\$375,957
Total Budget	\$440,877	\$0	\$440,877

ISSUE LIST

Issue	Severity	Status
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Capital Summary Report



PROJECT INFORMATION

Report date	Project Name	Prepared By
10/2/2020	2019 Roadway Referendum Program	Casey Biernacki, Assistant Director of Municipal Services
Project Start Date	Projected Completion Date	
7/8/2019	11/22/2019	

PROJECT OVERVIEW

Task	% Done	Notes
Phase I Engineering	100%	
Phase II Engineering	100%	
Construction/Phase III Engineering	85%	

STATUS SUMMARY

Restoration is complete. Final pay quantities and estimates are being finalized.

FINANCIAL STATUS

	Total	To Date
Phase I Engineering	\$0	\$0
Phase II Engineering	\$166,270	\$143,817
Phase III Engineering	\$210,718	\$139,982
Construction	\$1,725,000	\$1,720,422
Total Budget	\$2,101,988	\$2,004,221
Construction Cost To Date	\$1,720,422	
Engineering Cost to Date	\$283,799	
Funds Remaining	\$97,767	

Item	Category	Amount
8/26/2020	Phase 3 - Engineering	\$1,113.40
8/14/2020	Phase 3 - Engineering	\$1,701.22
7/3/2020	Phase 3 - Engineering	\$7,536.78
6/19/2020	Phase 3 - Engineering	\$3,711.56
5/15/2020	Phase 3 - Engineering	\$1,485.49
3/13/2020	Phase 3 - Engineering	\$928.07
3/3/2020	Construction	\$17,644.73
1/9/2020	Construction	\$153,094.64
12/6/2019	Phase 3 - Engineering	\$30,155.84
11/15/2019	Construction	\$646,656.21
11/15/2019	Phase 3 - Engineering	\$23,510.81
11/15/2019	Phase 2 - Engineering	\$4,061.66
10/31/2019	Phase 3 - Engineering	\$30,155.84
9/30/2019	Construction	\$1,814.21
8/27/2019	Phase 3 - Engineering	\$23,961.47
8/27/2019	Construction	\$471,727.30
8/27/2019	Construction	\$429,485.20
7/29/2019	Phase 3 - Engineering	\$11,659.90
6/30/2019	Phase 3 - Engineering	\$4,061.66
5/31/2019	Phase 2 - Engineering	\$6,709.79
4/30/2019	Phase 2 - Engineering	\$6,020.78
3/31/2019	Phase 2 - Engineering	\$12,745.38
3/13/2019	Phase 2 - Engineering	\$43,659.59
1/29/2019	Phase 2 - Engineering	\$41,289.05
12/31/2018	Phase 2 - Engineering	\$14,742.01
12/21/2018	Phase 2 - Engineering	\$74.65
12/21/2018	Phase 2 - Engineering	\$14,513.68
Total		\$1,817,005.03

PROJECT BREAKDOWN

	Total	Federal Participation	Local Participation
Phase I Engineering	\$0	\$0	
Phase II Engineering	\$166,270	\$0	\$166,270
Phase III Engineering	\$210,718	\$0	\$210,718
Construction	\$1,725,000	\$0	\$1,725,000
Total Budget	\$2,101,988	\$0	\$2,101,988

ISSUE LIST

Issue	Severity	Status
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Capital Summary Report



PROJECT INFORMATION

Report date	Project Name	Prepared By
10/2/2020	2019 MFT Resurfacing Program	Casey Biernacki, Assistant Director of Municipal Services
Project Start Date	Projected Completion Date	

PROJECT OVERVIEW

Task	% Done	Notes
Phase I Engineering	100%	
Phase II Engineering	100%	
Construction/Phase III Engineering	95%	

STATUS SUMMARY

Project restoration is complete. Awaiting final invoicing.

FINANCIAL STATUS

	Total	To Date
Phase I Engineering	\$0	\$0
Phase II Engineering	Included in 2019 Roadway Ref.	\$0
Phase III Engineering	Included in 2019 Roadway Ref.	\$0
Construction	\$619,813	\$410,896
Total Budget	\$619,813	\$410,896
Construction Cost To Date	\$410,896	
Engineering Cost to Date	\$0	
Funds Remaining	\$208,917	

Item	Category	Amount
1/31/2020	Construction	\$410,896.06
Total		\$410,896.06

PROJECT BREAKDOWN

	Total	Federal Participation	Local Participation
Phase I Engineering	\$0	\$0	\$0
Phase II Engineering	Included in 2019 Roadway Ref. \$0		\$0
Phase III Engineering	Included in 2019 Roadway Ref. \$0		\$0
Construction	\$619,813	\$0	\$619,813
Total Budget	\$619,813	\$0	\$619,813

ISSUE LIST

Issue	Severity	Status
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Capital Summary Report



PROJECT INFORMATION

Report date	Project Name	Prepared By
10/2/2020	Central Avenue Reconstruction/MWRD Sewer Separation	Matthew Supert, Director of Municipal Services
Project Start Date	Projected Completion Date	

PROJECT OVERVIEW

Task	% Done	Notes
Phase I Engineering	98%	
Phase II Engineering	60%	
Construction/Phase III Engineering	0%	

STATUS SUMMARY

Comments from resident meeting are being compiled and responses are being developed. Village is coordinating with Park District and Illinois Tollway on easements needed for new storm sewer. Phase I Project Development Report (PDR) will be submitted to IDOT once easements have been secured. Phase II Design is also proceeding. Village is working with IDOT and IDNR regarding OSLAD grants on the park district property. OSLAD grants may present permitting issue for securing necessary easements for the new storm sewer. **A open house resident meeting was held on September 15th, 5-7pm.**

FINANCIAL STATUS

	Total	To Date
Phase I Engineering	\$141,507	\$128,532
Phase II Engineering	\$183,098	\$76,344
Phase III Engineering*	\$358,920	\$0
Construction	\$4,066,593	\$0
Total Budget	\$4,750,118	\$204,876
Construction Cost To Date	\$0	
Engineering Cost to Date	\$193,795	
Funds Remaining	\$4,556,323	

*engineering estimates

Item	Category	Amount
8/21/2020	Phase II - Engineering	\$11,081.12
7/31/2020	Phase II - Engineering	\$12,960.43
6/30/2020	Phase II - Engineering	\$11,081.12
5/31/2020	Phase II - Engineering	\$14,965.70
3/31/2020	Phase II - Engineering	\$26,255.31
1/31/2020	Phase I - Engineering	\$12,454.41
12/31/2019	Phase I - Engineering	\$30,582.26
11/30/2019	Phase I - Engineering	\$43,376.19
9/30/2019	Phase I - Engineering	\$1,814.21
9/30/2019	Phase I - Engineering	\$13,308.35
9/30/2019	Phase I - Engineering	\$1,814.21
8/31/2019	Phase I - Engineering	\$6,858.72
7/31/2019	Phase I - Engineering	\$13,248.34
6/30/2019	Phase I - Engineering	\$3,004.17
5/31/2019	Phase I - Engineering	\$2,071.08
Total		\$42,119.08

PROJECT BREAKDOWN

	Total	Federal Participation (STP)	MWRD Grant	Local Participation
Phase I Engineering	\$141,507	\$0	\$0	\$141,507
Phase II Engineering	\$183,098	\$0	\$0	\$183,098
Phase III Engineering*	\$358,920	\$251,244	\$0	\$107,676
Construction*	\$4,066,593	\$2,093,669	\$752,937	\$1,219,987
Total Budget	\$4,750,118	\$2,344,913	\$752,937	\$1,652,268

*engineering estimates

ISSUE LIST

Issue	Severity	Status
Easements	High	Staff is coordinating necessary easements for new storm sewer



February 24, 2020

Casey Biernacki
Assistant Director of Municipal Services
740 Hillgrove Avenue
Western Springs, Illinois 60558

RE: Proposal for a Feasibility Study | Sidewalk Feasibility Study, Western Springs, IL

Dear Mr. Biernacki,

On behalf of V3 Companies, Ltd., we are pleased to submit this proposal for professional services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto, which sets forth the contractual elements of this agreement, will constitute the entire agreement between the Village of Western Springs (CLIENT) and V3 Companies, Ltd. (V3) for services on this project.

Project Understanding

The Village of Western Springs is requesting a sidewalk feasibility study for a residential area within the Village. The project area extends from 47th Street south to 55th Street and from Fair Elm Avenue east to Wolf Road. The total project area is approximately 250 acres with 7 miles of internal roadways.

A significant amount of the neighborhood has sidewalk however there are sections with gaps in the sidewalk between houses and where there is no sidewalk along either side of the roadway. See attached exhibit. A few community stakeholders have expressed a desire to complete the sidewalk system. The Village has requested a feasibility study from V3 to help determine the impacts and cost implications of adding or completing sidewalk to either one or both sides of the roadway.

V3 will prepare a feasibility report with exhibits and estimates of probable construction costs. The attached Scope of Work documents detail the work proposed to prepare the study documents.

Compensation

ENGINEERING PHASE COMPENSATION

ENGINEERING SERVICES	FEE TYPE	FEE
Feasibility Study	Hourly	\$15,500
Reimbursable Expenses	T&M	\$500 T&M
	TOTAL	\$16,000

MISCELLANEOUS EXHIBITS

**FEASIBILITY STUDY
EXTENT OF AGREEMENT
V3 STANDARD BILLING RATE SCHEDULE
GENERAL TERMS AND CONDITIONS
SIDEWALK EXHIBIT**

**EXHIBIT A
EXHIBIT B
EXHIBIT C
EXHIBIT D
EXHIBIT E**

CLIENT will be invoiced monthly on an hourly basis not to exceed the total amount, including reimbursable expenses.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,
V3 Companies



Kurt Corrigan, P.E.
Senior Project Manager



Vince DelMedico, P.E.
Director of Transportation & Municipal Engineering

HEV/bmj

Attachments

Accepted For:
VILLAGE OF WESTERN SPRINGS

By: _____

Title: _____

Date: _____

EXHIBIT A – Feasibility Study

FIELD DOCUMENTATION

V3 will collect available documentation from the Village, Cook County Right of Way files and Sidwell maps to determine the available right of way within the project area. Once the right-of-way limits have been determined, V3 will conduct a field evaluation of the areas that do not have sidewalk, along approximately 4 miles of roadway. Our team will evaluate each segment of roadway without sidewalk to identify site constraints that would impact the constructability of sidewalk and potential costs. V3 will document our findings with pictures. Some potential site constraints within the right-of-way that will be noted in the field by our engineers include:

- Mature trees or landscaping
- Driveway aprons
- ADA accessibility issues
- Utility conflicts
- Visible drainage issues

FEASIBILITY REPORT

Based on the field visit, V3 will prepare a feasibility study that will evaluate multiple alternates for sidewalk improvements and the associated costs with each segment. V3 will present a cost with each segment and a discussion of potential impacts. V3 understands that while a community may want to complete a segment of sidewalk, they may not want to lose an established mature tree.

MEETINGS

V3 will meet with the Village twice during the report preparation and V3 will update the study based on feedback from the Village at those meetings. The meetings may also include interested stakeholders.

EXHIBIT B | Extent of Agreement

This agreement is for the services defined to prepare contract documents as listed above for the sidewalk feasibility study. Should additional services be required they will be the subject of a separate agreement. Additional services may include but are not limited to:

- Topographic or boundary survey
- Detailed tree survey
- Preliminary or Final Engineering plans
- Construction engineering services



MEMORANDUM

PRESIDENT

Alice Gallagher

TRUSTEES

Heidi Rudolph

James Tyrrell

Nicole Chen

Alan Fink

James John

Scott Lewis

CLERK

James Horvath

MANAGER

Ingrid Velkme

DIRECTORS

Grace Turl

Pat Schramm

Martin Scott

Matthew Supert

Patrick Kenny

Brian Budds

Ellen Baer

Aleks Briedis

TO: PUBLIC WORKS & WATER COMMITTEE
FROM: CASEY BIERNACKI, ASSISTANT DIRECTOR OF MUNICIPAL SERVICES
SUBJECT: CENTRAL COUNCIL OF MAYORS - TRANSPORTATION RESILIENCE PLAN
DATE: 10/8/2020

The Central Council of Mayors is comprised of 15 individual communities, including Western Springs, in the Chicagoland area. In 2018, the Council, through the Chicago Metropolitan Agency of Planning (CMAP), completed the first phase of the Surface Transportation (STP) Fund and Transportation Plan. The first phase outlined transportation improvement needs of the 15 communities to propose future multijurisdictional projects.

On September 9, 2020, the Council voted to assess the transportation system further by identifying flooding issues resulting from climate change and to pinpoint where flooding and stormwater needs coincide with planned transportation project. CMAP will provide technical assistance and manage the project. The local contribution is \$15,000, split evenly between the 15 members of the council.

Attached is a project charter, resolution and intergovernmental agreement (IGA) between the Village and CMAP.

ATTACHMENT 1:

Project Charter

Project Title: Transportation Resilience Plan for the Central Council of Mayors	CMAP Project Number: 805
Sponsor: Central Council of Mayors	
Assistance Description: CMAP will provide technical assistance to the Central Council of Mayors to develop a Transportation Resilience Plan (focused on flooding) which aligns with the implementation of the regional ON TO 2050 principals of resilience, inclusive growth and prioritized investment.	
Background Information: Transportation assets are vulnerable to extreme weather and climate impacts such as flooding. These assets can also exacerbate flooding and stormwater issues in communities. When designed together, transportation improvements can contribute to stormwater solutions and increase climate resilience. The Central Council of Mayors, which comprises 15 individual communities, has examined transportation system capital needs and created an STP Shared Fund and Transportation Plan. To build on this planning, the Central Council is interested in identifying where flooding and stormwater needs coincide with planned transportation projects. Coordinating stormwater and transportation improvements will allow the Central Council communities to invest capital funds in a resilient, efficient, and cost-effective way.	
Detailed Description: <ul style="list-style-type: none"> • Purpose: Assess the transportation system, in the Central Council region, to identify flooding issues resulting from climate change and pinpoint where flooding and stormwater needs coincide with planned transportation projects to help coordinate improvements. • Timeline: The planning process will last from 15 to 18 months. • Scope of work: Plan development will include 5 phases: 1) Project initiation and orientation; 2) Flood vulnerability assessment; 3) Project identification; 4) Plan development; and 5) Review and adoption. • Key themes: Climate resilience, flood vulnerability of transportation assets, stormwater management, coordinated investment • Implementation: Once the plan is adopted, CMAP will remain involved to a limited extent to monitor and encourage progress on the implementation actions specified in the plan. This may include meeting periodically with Central Council staff, tracking and monitoring progress in accomplishing the plan’s recommendations, assisting with applications for funding for plan implementation, and similar activities. 	
Goals: <ul style="list-style-type: none"> • Vulnerability of transportation assets. Assess the vulnerability of the transportation system to flooding and, potentially, other climate change impacts. • Stormwater management in transportation projects. Identify areas where current and, if possible, future flood risk and transportation capital investment priorities coincide. Recommend resilient stormwater and flood mitigation solutions, including green and gray infrastructure and changes in land use, into transportation planning and programming. • Local Policy. Recommend transportation and stormwater policies that should be adopted at the municipal scale to increase climate resilience and reduce flood risk. • Partners. Leverage the planning efforts of regional partners to identify priority areas for detailed stormwater studies and master plans. • Funding. Outline potential funding sources for stormwater and flood mitigation improvements to compliment transportation system investments. 	

Deliverables: <ul style="list-style-type: none"> • Flood Vulnerability Assessment Memo. The first memo will summarize the flood vulnerability assessment process and findings. It will include supporting maps, photos, and other graphics, and will take approximately four months to complete. • Project Identification Memo. The second memo will briefly describe key capital project types and recommendations for vulnerable transportation assets. It will take approximately three months to complete, following the vulnerability assessment. • Transportation Resilience Plan. The final deliverable of this project will be a transportation resilience plan. The plan document will contain the results from the vulnerability assessment and recommended capital projects and policies, including supporting text, charts, maps, and other graphics explaining how recommendations were developed, and their importance to the future of Central Council member communities. The plan will also include language concerning implementation, including descriptions of actions that should be taken to advance plan recommendations. Completion of plan development will take approximately four months. 	
Assumptions: <ul style="list-style-type: none"> • The Central Council and its member communities will provide access to relevant staff or consultants that will need to be involved in the project, and will ensure that they allocate sufficient time to the project. • The Central Council and its member communities will provide access to all relevant internal data, reports, and other information necessary to successfully complete the project. • The Central Council agrees to participate in outreach and engagement efforts. • The Central Council leadership commits to participate in the project and allocate sufficient time at meetings to ensure due consideration, so the project is successful. 	Constraints: <ul style="list-style-type: none"> • Project will require stormwater and transportation engineering technical assistance. • Level of detail of municipal scale recommendations will depend on availability of resources.
Assistance Type: Staff Project with Consultant Assistance	Project Size: Medium
Expected Project Kick-off Date: July 2020	Expected Project Duration (months): 18
Expected Project Completion Date: December 2021	Community Cohort: 2
Local Contribution Amount: \$15,000.00	Local Contribution Due Date: following completion of Flood Vulnerability Memo (February 2021)

ATTACHMENT 2
Applicant Invoice Information

Name: Michael Fricano
Title: Planning Liaison
Address: 2000 Fifth Avenue, Building N
City, State, Zip: River Grove, IL 60171
Phone: 708-453-9100
Email: mfricano@westcook.org

Central Council of Mayors

Resolution # _____

A RESOLUTION TO ACCEPT PLANNING TECHNICAL ASSISTANCE SERVICES DELIVERED BY THE CHICAGO METROPOLITAN AGENCY FOR PLANNING

WHEREAS, the Central Council of Mayors (“the Council”) has applied for technical assistance services through the Chicago Metropolitan Agency for Planning (“CMAP”), for the Transportation Resilience Plan project; and

WHEREAS, the Council’s request for such assistance has been recommended by CMAP as a priority project; and

WHEREAS, CMAP adopted the ON TO 2050 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing technical assistance as a means of advancing the plan’s implementation and CMAP priorities; and

WHEREAS, the Council and CMAP have agreed on the Intergovernmental Agreement (“IGA”), attached hereto as Exhibit A, that will guide technical assistance services to be provided by CMAP;

NOW, THEREFORE BE IT RESOLVED BY THE CENTRAL COUNCIL OF MAYORS:

Section 1: the Central Council of Mayors supports the Transportation Resilience Plan project and hereby authorizes a duly appointed representative to execute the Intergovernmental Agreement attached hereto as Exhibit “A” (“IGA”); and

Section 2: pursuant to the provisions of the IGA, the Central Council of Mayors accepts the offer of staff assistance services by CMAP and recognizes that these services are provided for the purpose of advancing the implementation of ON TO 2050 and other CMAP priorities.

Section 3: pursuant to the provisions of the IGA, the Central Council of Mayors agrees to pay CMAP the local financial contribution in the amount of \$15,000.00.

Section 4: the Central Council of Mayors recognizes that provisions that govern the administration of technical assistance services, and, if necessary, the discontinuance of such services, are included in the IGA

Section 5: This resolution shall be effective as of the date of its adoption.

ADOPTED: _____



Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency: Village of Western Springs; County: Cook; Section Number: 17-00000-00-GM; Maintenance Period: 01/01/20 to 12/31/20

Maintenance Items

Table with 9 columns: Maintenance Operation, Maint Eng Category, Insp. Req., Material Categories/Point of Delivery or Work Performed by an Outside Contractor, Unit, Quantity, Unit Cost, Cost, Total Maintenance Operation Cost. Includes items like Sidewalk Replacement and Snow and Ice Control.

Estimate of Maintenance Costs Summary

Summary table with 3 columns: MFT Funds, Other Funds, Estimated Costs. Rows include Local Public Agency Labor, Equipment, Materials/Contracts, and Formal Contract.

Estimated Maintenance Eng Costs Summary

Summary table with 3 columns: MFT Funds, Other Funds, Total Est Costs. Rows include Preliminary Engineering, Inspection, Testing, Advertising, and Bridge Inspection Engineering.

Remarks section with a large empty box for text entry.

SUBMITTED

Local Public Agency Official and Date fields.

Title field.

County Engineer/Superintendent of Highways and Date fields.

APPROVED

Regional Engineer, Department of Transportation, and Date fields.

Instructions for BLR 14222 - Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/ acceptance/request for quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance	From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted.
Submittal	Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.
Local Public Agency	Insert the name of the Local Public Agency.
County	Insert the County in which the Local Public Agency is located.
Maintenance Period Beginning	Insert the beginning date of the maintenance period.
Ending	Insert the ending date of the maintenance period.
Section	Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".
Maintenance Operations	List each maintenance operation separately
Maintenance Eng. Category	From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04 Maintenance Engineering Categories are:
Category I	Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.
Category II-A	Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.
Category II-B	Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.
Category III	Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a material proposal, a deliver and install proposal or request for quotations.
Category IV	Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a contract proposal.

Instructions for BLR 14222 - Page 2 of 4

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req	From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.
Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.
Unit	Insert the unit of measure for the material listed to the left, if applicable
Quantity	Insert the quantity of material for the material listed to the left, if applicable.
Unit Cost	Insert the unit cost of the material listed to the left, if applicable.
Cost	No entry necessary, this is a calculated field. This is the quantity times the unit cost.
Total Maintenance Operation Cost Maintenance	Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.
Estimate of Maintenance Costs Summary	Under each item listed below, list the amount to of estimated MFT funds to be expended and other funds, if applicable. The total Estimated cost is a calculated field.
Local Public Agency Labor	Insert the estimated amount for LPA labor for all maintenance operations, if applicable.
Local Public Agency Equipment Rental	Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.
Materials/Contracts (Non Bid Items)	Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.
Materials/Deliver & Install,	Insert the total amount estimated to be expended on materials/Request for Quotations (Bid Items) deliver and install proposals and/or Request for Quotations. This will be for items required to be bid.
Formal Contracts	Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.
Total Estimated Cost	This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.
Total Maintenance Operation Cost	This is a calculated field, no entry is necessary. This is the sum of all items expended on this operation.
Total Maintenance Cost	This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.
Maintenance Engineering Cost Summary	Under each item listed below, list under the funding type what the estimated amount to be expended is.
Preliminary Engineering Fee	Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.
Engineering Inspection Fee	Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.
Material Testing Costs	Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.

Instructions for BLR 14222 - Page 3 of 4

Advertising Costs	Insert the dollar amount of funds estimated to be expended on advertising costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.
Bridge Inspection Costs	Insert the dollar amount of funds estimated to be expended on bridge inspection costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.
Total Maintenance Engineering	This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.
Totals:	This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.
These instructions apply to the Maintenance Expenditure Statement.	
Maintenance Operation	Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.
Maint Eng Category	From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.
LPA Labor	For the operation listed to the left insert the amount expended for LPA labor, if applicable.
LPA Equipment Rental	For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.
Materials/Contracts (Non-Bid)	For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.
Materials/Deliver & Install, Request for Quotations (Bid Items)	For the operation listed to the left insert the amount expended using a bidding process for materials, deliver & install and/or request for quotations, if applicable.
Formal Contract	For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.
Total Operation Cost	This is a calculated field, it will sum the amounts expended for the operation listed to the left.
Operation Engineering Inspection Fee	For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.
Total Maintenance	This is a calculated field, no entry necessary. It is the sum of all maintenance operations.
Maintenance Engineering Cost Summary Preliminary Engineering Fee	Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.
Engineering Inspection Fee	Insert the amount of funds expended for Engineering Inspection, if applicable.
Material Testing Costs	Insert the dollar amount of funds spent on material testing costs, if applicable.
Advertising Costs	Insert the dollar amount of funds spent on advertising costs, if applicable.
Bridge Inspection Costs	Insert the dollar amount of funds spent on bridge inspection costs, if applicable.
Total Maintenance Engineering	This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.
Total Maintenance Program Costs	Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Instructions for BLR 14222 - Page 4 of 4

- Contributions, Refunds,
Paid with Other Funds Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.
- Total Motor Fuel Tax Portion These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with funds other than MFT funds.
- Total Motor Fuel Tax Funds Authorized Insert the total amount of MFT funds authorized for maintenance under the maintenance column, and the total amount of MFT funds authorized for maintenance engineering under the Maint. Engineering column.
- Surplus/Deficit These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds authorized minus the Total Motor Fuel Tax portion. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met, you must contact your District office for guidance.
- Certification Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.
- End of instructions for Maintenance Expenditure Statement
- Submitted
- Local Public Agency Official The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.
- County Engineer/Superintendent of Highways For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.
- Approved Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.
- A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.**
Following the Regional Engineer's approval, distribution will be as follows:
Local Public Agency Clerk
Engineer (Consultant or County Engineer)
District File



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
<input type="text"/>	<input type="text"/>	<input type="text"/>

BE IT RESOLVED, by the President and Board of Trustees of the Village of Western Springs Illinois that there is hereby appropriated the sum of One hundred and nine thousand, six hundred and forty-two and 50/100 Dollars (\$109,642.50) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/20 to 12/31/20.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Western Springs shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Name of Clerk Village Clerk in and for said Village of Western Springs in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees of Western Springs at a meeting held on Date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

Three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District



WATER WELL SOLUTIONS

Illinois Division, LLC

825 E North Street

Elburn, IL 60119

Office: 630-365-9099 Fax 630-365-9069

PROPOSAL TO

Date 9/17/2020

Job Name

Company: Western Springs

Address: 740 Hillgrove Ave

City: Western Springs IL 60558

Attention: Erin Duffy

Western Springs Well 4 August 2020

Repairs

Qty	Description	Unit Price	TOTAL
<u>Western Springs Well 4 Repairs -August 2020</u>			
45	Pump Removal, Reinstallation, Testing and Demob Rig & 2 men; straight time	\$360.00	\$16,200.00
27	Rig & 2 men; Overtime Saturday and after hours (12hr days)	\$540.00	\$14,580.00
2	Machinist overtime to inspect bowl before reinstall	\$270.00	\$540.00
11.5	Rig & 3 men; reinstallation and BJ service	\$540.00	\$6,210.00
11	Serviceman and tools; onsite startup, pipe adjustment, clean threads	\$180.00	\$1,980.00
1	Misc installatoin items; discharge materials, banding, tape, gauges etc	\$816.00	\$816.00
3104	New airlines QTY 4 x 776ft	\$0.50	\$1,552.00
2	Round trip; Dedicated freight Packaging and shipping old motor to Texas and back for inspection/repair	\$4,166.00	\$8,332.00
1	2300v flat cable BJ motor	\$5,650.00	\$5,650.00
1	Furnish & install splice for 2300v motor	\$650.00	\$650.00
1	Repair 400HP BJ Type M motor per Sunstar report recommendations including full rewind, seal replacement, etc	\$69,320.00	\$69,320.00
Total Amount Proposed			\$125,830.00

NOTE ON MATERIAL PRICES: The material prices noted above are based on current market prices. The price for steel, copper and other materials are volatile. Therefore, we must reserve the right to adjust the above material prices based on market pricing the date your order is signed and returned to us. In order to hold the current pricing, it will be necessary to immediately order the materials. Further, Water Well Solutions will bill for the materials so ordered at the same time. Your signature below constitutes agreement to be billed for those materials ordered and is your further agreement to pay, within within 30 days of invoice date, for those materials ordered.

CLIENT	WATER WELL SOLUTIONS ILLINOIS DIVISION LLC
The above prices, specifications and conditions are satisfactory and are hereby accepted. Water Well Solutions is authorized to do the work as specified. Payment will be made within thirty (30) days of invoice date, or as outline above.	All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other insurance.
BY: _____ DATE: _____	BY: _____ DATE: _____



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444
DD 312 984 6432
mtjurusik@ktjlaw.com

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

MEMORANDUM

**To: President Alice F. Gallagher and Board of Trustees, Village of Western Springs
Planning and Zoning Committee**

From: Michael T. Jurusik

Date: October 6, 2020

**Re: Amendments to Western Springs Municipal Code –
Update to Nuisance Regulations – Feeding Wild or Feral Animals**

I have enclosed the following document for review, consideration and recommendation at the next Planning and Zoning Committee Meeting, and then for review, consideration and action at an upcoming Village Board Meeting:

AN ORDINANCE AMENDING SECTION 5-1-1 (NUISANCES ENUMERATED), CHAPTER 1 (NUISANCES) OF TITLE 5 (PUBLIC HEALTH AND SAFETY) OF THE WESTERN SPRINGS MUNICIPAL CODE TO ADD A NEW SUBSECTION 5-1-1(V) (FEEDING OF WILD/FERAL ANIMALS OR BIRDS) (the “Ordinance”)

The enclosed Ordinance amends Section 5-1-1 (Nuisances Enumerated), Chapter 1 (Nuisances) of Title 5 (Public Health and Safety) of the Western Springs Municipal Code (“Village Code”) to add a new subsection 5-1-1(V) (Feeding of wild/feral animals or birds) to clarify the rules on the feeding of wild animals or birds. The proposed Code Amendments make it a nuisance to conduct any activity or create any condition on one’s property, including but not limited to the feeding of wild or feral animals or birds, if such activity or condition attracts wild animals, birds or insects, in a manner or in sufficiently large numbers as to cause unreasonable damage to other property or a hazard to public health. The proposed Code Amendments were requested by Village staff in response to complaints concerning food being left out at residential properties which attracts wild and feral animals and birds in great numbers to these residential areas.

For ease of reference, the complete text of Section 5-1-1 (Nuisances Enumerated), with the proposed new text, is attached to this Memorandum.

If there are any questions, please contact me.

Mike

Enclosures

cc: Ingrid Velkme, Village Manager (w/ encls.)
Brian Budds, Director of Law Enforcement Services (w/ encls.)
Martin Scott, Director of Community Development (w/ encls.)
Caitlyn R. Culbertson, KTJ (w/ encls.)

5-1-1: NUISANCES ENUMERATED:

In addition to the nuisances defined elsewhere in this code, each of the following acts or omissions is declared to constitute a public nuisance: (Ord. 15-2803, 5-18-2015)

- A. Offensive Smells: To so conduct any business or use any premises as to create an offensive smell which taints the air or renders it unwholesome or disagreeable to the neighborhood.
- B. Animal Carcasses: To cause or permit the carcass of any dead animal or offal, filth or any noisome substance of any kind to be deposited or to remain in any place in the village, to the annoyance or prejudice of others.
- C. Offensive Substances: To throw or deposit any night soil, dead animal, offal or other offensive or noisome substance upon any lot, street, alley, park or other public place or in any watercourse, pond, spring or well in the village.
- D. Polluting Drinking Water: To pollute or render unwholesome or impure the water of any drinking hydrant, spring, stream, pond or lake, to the annoyance or prejudice of others.
- E. Obstructing Highways: To obstruct or encroach upon public highways, private ways, streets, alleys or public places of the village.
- F. Garbage Or Refuse On Premises: To permit garbage, offal, refuse, ashes, miscellaneous waste or any animal or vegetable matter which is likely to become offensive or injurious to health or to be blown about by the wind to remain, for a longer period than twenty four (24) hours at any one time, on any premises in the village.
- G. Premises In Filthy Condition: To keep or permit to be kept in a foul, nauseous or filthy condition any chicken house, stable, cellar, vault, drain, pool, sewer, privy, sink, railroad car, building, yard, grounds or premises within the village.
- H. Cattle Cars Or Pens: To own, keep or maintain any railroad car, yard, pen, place or premises in the village in or upon which cattle, horses, sheep or swine shall be confined in a nauseous or filthy condition, so as to be offensive to those residing in the vicinity or to the public.
- I. Offensive Business: To erect, maintain or use any building or other place for a packinghouse, rendery, tallow chandlery, glue factory, tannery or, without limitation to the foregoing, for any trade, employment or manufacture which by occasioning noxious exhalations or otherwise, is offensive and dangerous to the health of individuals or the public. (1978 Code § 4-1-1)
- J. Privies: To erect or maintain any privy upon any real estate in the village abutting on or within four hundred feet (400') of any street on which is located a public sanitary sewer, except where specially permitted by the director of municipal services for temporary use. (Ord. 15-2803, 5-18-2015)
- K. Basements; Vaults; Drains: To cause or permit any basement, cellar, vault, drain, sewer or sink to become nauseous, foul, offensive or injurious to the public health.
- L. Slaughtering: To kill or slaughter within the village any cattle, hogs, sheep or other animals except poultry or maintain or operate any establishment where the business of slaughtering such animals is carried on.
- M. Overflowing Waste: To throw or deposit any slops, suds, swill or other nauseous or offensive liquid substance on any premises in such manner that the same will run or be washed upon the adjoining premises, street or alley. (1978 Code § 4-1-1)
- N. Poultry: To keep or harbor any chickens, ducks, geese or other poultry, or any pigeons, in any enclosure located within seventy five feet (75') (or, if cock fowl, within 300 feet) of any building used as a residence by any person other than the owner of said animals or to maintain any poultry yard with less than two hundred (200) square feet for each fowl, or to keep it in an insanitary condition, or to permit any poultry to run at large in the village; exception to the above regulation: chickens and outdoor chicken shelters that are allowed pursuant to a village temporary use permit issued under subsection 10-4-5D8 of the development control ordinance, provided that the chickens and shelter are maintained in accordance with the regulations of subsection 10-4-5D8 of the development control ordinance and all other applicable health and sanitary regulations of this code. (Ord. 12-2697, 11-5-2012)
- O. Smoke; Abatement: To cause or permit the emission of dense smoke, within the village, from the smokestack of any locomotive or from the smokestack or chimney of any building or premises, excepting for a period of six (6) minutes in any one hour during which the firebox is being cleaned out or a new fire

is being built therein, during which period or periods aggregating six (6) minutes in any one hour, the emission of smoke of a shade or density greater than number three of the Ringelmann chart, as published by the United States bureau of mines, is prohibited. Such action may be summarily abated by the director of law enforcement services or anyone whom he may authorize for such purpose. Such abatement may be in addition to the fine provided for by section 1-4-1 of this code. (1978 Code § 4-1-1; amd. 1997 Code)

- P. Combustible Materials Near Buildings: To pile or stack hay, straw or other combustible or inflammable material within the space of fifty feet (50') of any building within the village. Provided, however, that this shall not apply to temporary piling of materials to be used for building purposes. (1978 Code § 4-1-1)
- Q. Distribution Of Handbills In Public Places: To distribute to the public any cards, circulars, handbills, notices, samples of merchandise, or any advertising matter whatsoever on any public street or sidewalk or other public place in the village, including public parking lots, unless distributed directly to any person willing to accept it, and to place or affix circulars, handbills, notices, samples of merchandise, or any other advertising material whatsoever on the windows, windshields or other portions of any vehicles parked on public streets or in public parking lots, unless distributed to any occupant of such vehicle who is willing to accept it. It shall also be a nuisance for a person to distribute to the public any cards, circulars, handbills, notices, samples of merchandise, or any advertising matter in private parking lots by placing or affixing such items on the windows, windshields or other portions of any vehicles parked in a private parking lot without the parking lot owner's consent. Provided, however, that this shall not apply to police enforcement officers or other village officials affixing code violations or tickets or any public safety or educational notices on any automobiles parked on public streets or in public parking lots. (Ord. 07-2438, 3-27-2007)
- R. Visual Blight: To cause, create or allow to exist any unreasonable or unlawful condition or use of real property, premises or of building exteriors which by reason of its appearance as viewed at ground level from the public right of way or from neighboring premises, is offensive to the senses, reduces the aesthetic appearance of the neighborhood, or is detrimental to the value of nearby properties in the neighborhood. This section is intended to apply to all violations of the building regulations and property maintenance regulations set forth in this code, as amended, including, but not limited to, the maintenance of the exterior of any structures and buildings and compliance with the applicable regulations pertaining to windows of any vacant buildings. Visual blight includes, but is not limited to, the keeping, storing, depositing, scattering over or accumulation on the premises any of the following:
1. Lumber, junk, trash, debris, scrap metal, rubbish, packing materials, and building materials.
 2. Abandoned, discarded or unused objects or equipment such as furniture, stoves, appliances, refrigerators, freezers, cans or containers, automotive parts and equipment.
 3. Abandoned, inoperable, unregistered, hazardous, wrecked, discarded or unlawful vehicles, as defined in title 7, chapter 9 of this code, as amended.
 4. Stagnant water or excavations.
 5. Any personal property, object, device, decoration, design, fence, structure, clothesline, landscaping or vegetation which is unsightly by reason of its condition or its inappropriate location. (Ord. 07-2439, 4-23-2007)
- S. Rules Of Conduct For Village Buildings And Village Land Are Incorporated By Reference: Each of the rules of conduct for village buildings and village land set forth at section 6-7-1 of this code are incorporated by reference as separate enumerated nuisances under this section by the village. Any and all violations of the rules shall be considered violations of this chapter, and each such violation shall subject the violator thereof to the penalty provisions under this chapter if proceeded hereunder. (Ord. 12-2666, 3-26-2012)
- T. Removal Of Dead Or Diseased Trees: See section 5-5-7, "Dutch Elm Disease And Emerald Ash Borer", of this title. (Ord. 15-2803, 5-18-2015)
- U. Illicit Stormwater Discharge: To place, drain, or otherwise discharge, cause, or allow others under their control to place, drain, or otherwise discharge into the storm drainage system or MS4 any pollutants or waters containing any pollutants, other than normal stormwater as set forth in Section 8-14-9 (Prohibition Of Illicit Discharges) of this Code or to construct, use, maintain, or allow the continued existence of illicit connections to the storm drainage system or MS4 as set forth in Section 8-14-10 (Prohibition Of Illicit Connections) or 8-14-11 (Drains And Connections, Restrictions) of this Code.

V. Feeding of wild/feral animals or birds: No person shall conduct any activity or create any condition on property under such person's control, including but not limited to the feeding of wild or feral animals or birds, if such activity or condition attracts wild animals, birds or insects, in a manner or in sufficiently large numbers as to cause unreasonable damage to other property or a hazard to public health.

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

ORDINANCE NO. 20-????

VOTE:

VOTING AYE:

VOTING NAY:

DATE:

ELECTRONIC MEETING: Mandatory Roll Call

Vote. President Alice Gallagher, Village Manager Ingrid Velkme and Village Attorney Michael Jurusik were physically present at

Village Hall during the Meeting.

OTHER: Published in pamphlet form.

AN ORDINANCE AMENDING SECTION 5-1-1 (NUISANCES ENUMERATED), CHAPTER 1 (NUISANCES) OF TITLE 5 (PUBLIC HEALTH AND SAFETY) OF THE WESTERN SPRINGS MUNICIPAL CODE TO ADD A NEW SUBSECTION 5-1-1(V) (FEEDING OF WILD/FERAL ANIMALS OR BIRDS).

WHEREAS, the President and Board of Trustees of the Village of Western Springs desire to amend the regulations of Section 5-1-1 (Nuisances Enumerated), Chapter 1 (Nuisances) of Title 5 (Public Health and Safety) of the Western Springs Municipal Code (the "Code Amendments") in order to add regulations for the feeding of wild or feral animals or birds; and

WHEREAS, at a public meeting held on September __, 2020, the Planning and Zoning Committee considered the Code Amendments set forth below, the Village staff's recommendation and input from the public, and favorably recommended the Code Amendments to the President and Board of Trustees of the Village of Western Springs; and

WHEREAS, at an October 12, 2020 Workshop Meeting and at the October 26, 2020 Special Village Board Meeting, the President and Board of Trustees of the Village reviewed and discussed the Code Amendments and the Planning and Zoning Committee's recommendation, the Village staff's recommendation and input from the public. At the October 26, 2020 Special Village Board Meeting, the President and Board of Trustees accepted the Committee's favorable recommendation to approve the Code Amendments; and

WHEREAS, pursuant to the authority granted to municipalities by the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including 65 ILCS 5/11-1-1 (police powers), 65 ILCS 5/11-5-6 (cruelty to animals), 60 ILCS 5/11-20-8 (pest extermination), 65 ILCS 5/11-60-2 (abate nuisances), and the Animal Control Act (510 ILCS 5/24), and in accordance with the authority granted by Title 1 (Administration), Chapter 1 (Official Village Code), Section 1-1-3 (Amendments) of the Western Springs Municipal Code, the President and Board of Trustees of the Village of Western Springs find that the below Code Amendments are in the best interests of the Village, its residents and the public, and approve the Code Amendments as set forth below.

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

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

SECTION 2. Section 5-1-1 (Nuisances Enumerated) Chapter 1 (Nuisances) of Title 5 (Public Health and Safety) of the Western Springs Municipal Code shall be amended to add a new subsection 5-1-1(V) (Feeding of wild/feral animals or birds), which reads in its entirety as follows:

“V. Feeding of wild/feral animals or birds: No person shall conduct any activity or create any condition on property under such person's control, including but not limited to the feeding of wild or feral animals or birds, if such activity or condition attracts wild animals, birds or insects, in a manner or in sufficiently large numbers as to cause unreasonable damage to other property or a hazard to public health.”

SECTION 3. To the extent necessary, all tables of contents, indexes, headings and internal references or cross-references to sections contained in the Western Springs Municipal Code shall be amended by the Village’s codifier so as to be consistent with the amendments set forth in this Ordinance.

SECTION 4. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Except as to the Code Amendments set forth above in this Ordinance, all Chapters and Sections of the Western Springs Municipal Code shall remain in full force and effect.

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

SECTION 6. This Ordinance shall become effective after its passage, approval and publication as provided by State law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Special Meeting thereof held on the __ day of _____, 2020, and approved by me as Village President, and attested by the Village Clerk on the same day.

Alice F. Gallagher, Village President

ATTEST:

James Horvath, Acting Village Clerk

This Ordinance was published by me in pamphlet form on the __ day of _____, 2020.

James Horvath, Acting Village Clerk

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. 20-_____

AN ORDINANCE AMENDING SECTION 5-1-1 (NUISANCES ENUMERATED), CHAPTER 1 (NUISANCES) OF TITLE 5 (PUBLIC HEALTH AND SAFETY) OF THE WESTERN SPRINGS MUNICIPAL CODE TO ADD A NEW SUBSECTION 5-1-1(V) (FEEDING OF WILD/FERAL ANIMALS OR BIRDS)

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting held on the ___ day of _____, 2020, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the __ day of _____, 2020.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ___ day of _____, 2020.

James Horvath, Acting Village Clerk

SEAL

VILLAGE OF WESTERN SPRINGS



740 HILLGROVE AVENUE | WESTERN SPRINGS, IL 60558-1472 | www.wsprings.com

TO: PUBLIC HEALTH AND SAFETY COMMITTEE
SCOTT LEWIS, CHAIRMAN
ALAN FINK, TRUSTEE

FROM: CHIEF PATRICK J KENNY

SUBJECT: PROMOTION OF 3 PAID ON CALL OFFICERS

DATE: OCTOBER 1, 2020

PRESIDENT
Alicia Gallagher

TRUSTEES
Heidi Rudolph
James Tyrrell
Nicole Chen
Alan Fink
James John
Scott Lewis

CLERK
James Horvath

MANAGER
Ingrid Velkne

DIRECTORS
Grace Turi
Pat Schramm
Martin Scott
Matthew Supert
Patrick Kenny
Brian Burdick
Ellen Baer
Aleks Brindis

As you know the Fire Department has witnessed some changes in our promotional ranks due to retirements and position changes; both resignations and promotions. To date, we are in need of filling three (3) Officer spots that required promotions: Captain and Lieutenant.

Lt. Fred Lesch retired earlier this year in April and in August; Captain James Jagoda retired after 22 years of service. The department conducted a promotional examination for the rank of Lieutenant and Captain in September and has since posted an eligibility list for both ranks.

A brief summary of the qualifications and professional accomplishments of these 3 outstanding firefighters provides that Lt. Steven Smith has over 19 years of service with certifications including Advanced Technician Firefighter, Hazard Materials Operations, Fire Apparatus Engineer and Vehicle Machinery Operations. Lt. Smith also serves as the departments personal protective equipment officer and is currently assigned to Fire Station #2. Lt. Smith is an EMT-Basic and earned a Bachelor's Degree from the University of Maine.

Fire Marshal Stephanie Grimm is a 25-year fire service veteran who joined our department as Paid on Call member in 1995. Fire Marshal Grimm currently oversees the departments Fire Prevention Bureau and serves as a licensed Paramedic. Stephanie has earned certifications as a Firefighter III, Company Fire Officer, Hazardous Materials Operations, Fire Apparatus Engineer, Trench Rescue Specialist, Advanced Fire Prevention Officer and Fire Inspector II.

Firefighter Christopher Langstaff has over 8 years of service. FF Langstaff is an EMT-Basic and has earned an Associate's Degree in Fire Science. Chris has numerous certifications including Firefighter II, Fire Apparatus Engineer, Hazardous Materials Technician and Vehicle Machinery Operations. Firefighter Langstaff is also nearing completion of his Advanced Technician Firefighter certification.

These members will take their oath of office and be sworn in at the Headquarters station prior to our next Board meeting on October 12th, 2020.



MEMORANDUM

TO: GENERAL GOVERNMENT COMMITTEE
FROM: ELAINE HAESKE, DEPUTY VILLAGE CLERK *EH*
SUBJECT: 2021 PUBLIC MEETING NOTICE
DATE: 10/6/2020
CC: VILLAGE MANAGER INGRID S. VELKME

PRESIDENT
Alice Gallagher

TRUSTEES
Heidi Rudolph
James Tyrrell
Nicole Chen
Alan Fink
James John
Scott Lewis

CLERK
James Horvath

MANAGER
Ingrid Velkme

DIRECTORS
Grace Turi
Pat Schramm
Martin Scott
Matthew Supert
Patrick Kenny
Brian Budds
Ellen Baer
Aleks Briedis

Each year the General Government Committee is tasked with compiling the schedule for the Board of Trustees meetings for the coming year. Board meetings are generally scheduled the second and fourth Monday of the month. It has been our custom to combine the August meetings into one meeting. This year that will be on August 16, 2021. The December meetings are the first and third Monday in December due to the need to file budget documents early in December for the following year. In the event a meeting needs to be rescheduled, the Village follows the Open Meetings Act regarding notification and publication requirements.

An approval resolution is included with the proposed 2021 meeting schedule which should be approved by the Board of Trustees during the October meeting cycle.

If you have any questions, please advise.

Calendar for Year 2021 (United States)

<p style="text-align: center;">January</p> <table border="1"> <thead> <tr> <th>Week</th> <th>Su</th> <th>Mo</th> <th>Tu</th> <th>We</th> <th>Th</th> <th>Fr</th> <th>Sa</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td>2</td> </tr> <tr> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> </tr> <tr> <td>3</td> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> <td>15</td> <td>16</td> </tr> <tr> <td>4</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> <td>22</td> <td>23</td> </tr> <tr> <td>5</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> <td>29</td> <td>30</td> </tr> <tr> <td>6</td> <td>31</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p style="text-align: center;">6:● 13:● 20:○ 28:○</p>	Week	Su	Mo	Tu	We	Th	Fr	Sa	1						1	2	2	3	4	5	6	7	8	9	3	10	11	12	13	14	15	16	4	17	18	19	20	21	22	23	5	24	25	26	27	28	29	30	6	31							<p style="text-align: center;">February</p> <table border="1"> <thead> <tr> <th>Week</th> <th>Su</th> <th>Mo</th> <th>Tu</th> <th>We</th> <th>Th</th> <th>Fr</th> <th>Sa</th> </tr> </thead> <tbody> <tr> <td>6</td> <td></td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> </tr> <tr> <td>7</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> <td>13</td> </tr> <tr> <td>8</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> </tr> <tr> <td>9</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> </tr> <tr> <td>10</td> <td>28</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p style="text-align: center;">4:○ 11:● 19:○ 27:○</p>	Week	Su	Mo	Tu	We	Th	Fr	Sa	6		1	2	3	4	5	6	7	7	8	9	10	11	12	13	8	14	15	16	17	18	19	20	9	21	22	23	24	25	26	27	10	28							<p style="text-align: center;">March</p> <table border="1"> <thead> <tr> <th>Week</th> <th>Su</th> <th>Mo</th> <th>Tu</th> <th>We</th> <th>Th</th> <th>Fr</th> <th>Sa</th> </tr> </thead> <tbody> <tr> <td>10</td> <td></td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> </tr> <tr> <td>11</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> <td>13</td> </tr> <tr> <td>12</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> </tr> <tr> <td>13</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> </tr> <tr> <td>14</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p style="text-align: center;">5:○ 13:● 21:○ 28:○</p>	Week	Su	Mo	Tu	We	Th	Fr	Sa	10		1	2	3	4	5	6	11	7	8	9	10	11	12	13	12	14	15	16	17	18	19	20	13	21	22	23	24	25	26	27	14	28	29	30	31			
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Holidays and Observances:

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Jan 1	New Year's Day	May 5	Cinco de Mayo	Nov 2	Election Day
Jan 18	Martin Luther King Jr. Day	May 9	Mother's Day	Nov 11	Veterans Day
Feb 1	First Day of Black History Month	May 31	Memorial Day	Nov 25	Thanksgiving Day
Feb 14	Valentine's Day	Jun 19	Juneteenth	Nov 26	Black Friday
Feb 15	Presidents' Day (Most regions)	Jun 20	Father's Day	Dec 24	'Christmas Day' observed
Mar 1	First Day of Women's History Month	Jul 4	Independence Day	Dec 24	Christmas Eve
Mar 17	St. Patrick's Day	Jul 5	'Independence Day' observed	Dec 25	Christmas Day
Apr 4	Easter Sunday	Sep 6	Labor Day	Dec 31	'New Year's Day' observed
Apr 5	Easter Monday	Oct 11	Columbus Day (Most regions)	Dec 31	New Year's Eve
Apr 15	Tax Day	Oct 31	Halloween		

Calendar generated on www.timeanddate.com/calendar

RESOLUTION NO. 20-

VOTE:

Voting aye:

Voting nay:

DATE: October 26, 2020

OTHER: Published in pamphlet form.

APPROVING THE REGULAR
MEETING SCHEDULE FOR THE 2021
CALENDAR YEAR OF THE
PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF
WESTERN SPRINGS

WHEREAS, Section 2.03 (Schedule of Meetings) of the Open Meetings Act (5 ILCS 120/2.03) and Title 1(Administration); Chapter 5 (Village Board of Trustees); Section 5 (Meetings; Quorum); Subsection A(Regular Meetings) of the Western Springs Municipal Code of 1997, as amended, require the President and Board of Trustees of the Village of Western Springs to approve by resolution their regular meeting schedule for each calendar year and to make the schedule available to the public and any news medium that has filed an annual request for notice of meetings in accordance with the requirements of the Open Meetings Act.

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

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

SECTION 2. The President and Board of Trustees approve of the schedule of their regular meetings for the 2021 calendar year, a copy of which is attached hereto as Exhibit "A" and made a part hereof. The President and Board of Trustees direct the Village Clerk to make the schedule available to the public and any news medium that has filed an annual request for notice of meetings in accordance with the requirements of the Open Meetings Act, as amended.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 26th day of October, 2020, and approved by me as President on the same day.

ATTEST

Village President Alice F. Gallagher

Acting Village Clerk James Horvath

October 26, 2020

TO WHOM IT MAY CONCERN:

As required by the Illinois Compiled Statutes, the Village of Western Springs herein provides notice of the regular meeting dates and times in 2020 for all Village Boards and Commissions. In the event there are any changes in the following schedule, you will be notified in accordance with State law.

<u>Boards & Commissions</u>	<u>Meeting Date</u>	<u>Time</u>	<u>Location</u>
Board of Trustees Meeting	January 11 and 25 February 8 and 22 March 8 and 22 April 12 and 26 May 10 and 24 June 14 and 28 July 12 and 26 August 16 September 13 and 27 October 11 and 25 November 8 and 22 December 6 and 20	7:00 pm	Board Room
Board of Fire and Police Commissioners	On Call		
Board of Zoning Appeals	On Call		
Economic Development	On Call		
Fire Pension Board	On Call		
Infrastructure Commission	3rd Wednesday (Alternate Months)	7:00 pm	All Purpose
Liquor Commission	On Call		
Plan Commission	1st Thursday	7:00 pm	Board Room
Police Pension Board	On Call		
Recreation Commission	1st Monday	7:00 pm	Rec Center*
Transportation and Safety Commission	3rd Tuesday (Alternate Months)	7:00 pm	Board Room

James Horvath, Acting Village Clerk

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

cc: Media, Bulletin Board
Chairmen, Commissions/Boards
Park Board, Library Board
LTHS School District 204, WS School District 101
President and Board of Trustees
Department Heads and Direct Reports

Draft 10-7-2020
ORDINANCE NO. 20-????

VOTE:

AYES:

NAYS:

DATE: **October 26, 2020**

OTHER: **Roll Call Vote.**

**AN ORDINANCE APPROVING DIRECTION
TO INDENTURE TRUSTEE REGARDING
ADMINISTRATION OF VILLAGE OF
WESTERN SPRINGS, ILLINOIS, SPECIAL
ASSESSMENT BONDS, SERIES 2006 (TIMBER
TRAILS PROJECT)**

WHEREAS, on August 14, 2006, the President and Board of Trustees of the Village of Western Springs (the "Village Board") approved Ordinance No. 2006-2401 that authorized the issuance of the Village of Western Springs, Illinois, Special Assessment Bonds, Series 2006 (Timber Trails Project) (the "Bonds") for the benefit of the original developer, Western Springs One LLC (the "Initial Developer") to construct certain on-site and off-site public improvements (the "Improvements") for the Timber Trails Subdivision; and

WHEREAS, as of August 30, 2017, the Bonds are now owned by the current owner and developer of the property, Timber Tails Development Company, LLC (the "Owner/Developer"). Except for the installation of two (2) cul-de-sacs, certain utility and pathway improvements and punchlist items, the Improvements are substantially complete; and

WHEREAS, the Bonds were issued pursuant to the Trust Indenture dated as of August 1, 2006 (the "Trust Indenture"), between the Village and Amalgamated Bank of Chicago, as trustee (the "Indenture Trustee"); and

WHEREAS, the Bonds are secured by special assessments ("the Assessments") levied on land owned by the Owner/Developer; and

WHEREAS, the Owner/Developer is also the Bondholder of the Bonds; and

WHEREAS, the Bonds are currently in default under the Trust Indenture; and

WHEREAS, the Owner/Developer is seeking to restructure the Bonds and to refund the Bonds on a fixed rate basis; and

WHEREAS, the Village has not taken any action to foreclose on the lien of delinquent assessments ("Assessment Enforcement Action") nor have any mandatory sinking fund redemptions ("Mandatory Sinking Fund Redemption") been made, as required under the Trust Indenture; and

WHEREAS, the Owner/Developer now desires to pay the outstanding and past due interest on the assessments (the "Past Due Assessment Interest"), rescind the prior waiver payment of current interest on the Bonds, waive any past or future failure to an Assessment Enforcement Action and waive any past or future failure to make a Mandatory Sinking Fund Redemption; and

WHEREAS, the Village Board desires to approve and execute a document entitled "DIRECTION TO INDENTURE TRUSTEE REGARDING ADMINISTRATION OF VILLAGE OF WESTERN SPRINGS, ILLINOIS,

SPECIAL ASSESSMENT BONDS, SERIES 2006 (TIMBER TRAILS PROJECT)” (“Direction To Indenture Trustee”), a copy of which is attached hereto as **Exhibit “A”** and made a part hereof; and

WHEREAS, at several public meetings held in 2020 (February __, 2020 Finance Committee Meeting, April 22, 2020 Finance Committee Meeting, July 9, 2020 Finance Committee Meeting, February 10, 2020 Village Board Workshop Meeting, April 27, 2020 Special Village Board Meeting and July 13, 2020 Special Village Board Meeting), the Village officials, the Village Attorney, Village Bond Counsel and Village staff have discussed and considered the terms and conditions that are now set forth in the attached Direction To Indenture Trustee; and

WHEREAS, at an October 14, 2020 public meeting, the Village’s Finance Committee reviewed and discussed the Direction To Indenture Trustee and received input from the Village Bond Counsel and Village staff and received public input relative to the Direction To Indenture, and then the Committee recommended to the Village Board the approval of the Direction To Indenture; and

WHEREAS, at public meetings held on October 12, 2020 and October 26, 2020, the Village Board reviewed and discussed the terms and conditions set forth in the Direction To Indenture Trustee, heard Village Bond Counsel’s and Village staff’s comments and received public input relative to the Direction To Indenture Trustee; and

WHEREAS, in accordance with the authority granted by the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), the Special Service Area Tax Law (35 ILCS 200/27-5), the Local Government Debt Reform Act of Illinois (30 ILCS 350/) and Article VII, Section 7 and Article VIII, Section 1 of the Constitution of the State of Illinois, the President and Board of Trustees find that it is in the best interests of the Village, its residents and the public to approve the attached Direction to Indenture Trustee.

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

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

SECTION 2: The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of a document entitled “DIRECTION TO INDENTURE TRUSTEE REGARDING ADMINISTRATION OF VILLAGE OF WESTERN SPRINGS, ILLINOIS, SPECIAL ASSESSMENT BONDS, SERIES 2006 (TIMBER TRAILS PROJECT)” (the “Direction to Indenture Trustee.”). A copy of the Direction to Indenture Trustee is attached hereto as **Exhibit “A”** and made a part hereof.

SECTION 3: In addition, the Village Board authorizes and directs the President and Acting Village Clerk of the Village of Western Springs, or their designees, to execute and submit to the Owner/Developer and the Indenture Trustee duplicate originals and/or certified copies of the final version of the Direction to Indenture Trustee, which may contain certain non-substantive and non-financial modifications that are approved by the Village Bond Counsel, and such other documents as are necessary to fulfill the Village’s obligations under the Direction to Indenture Trustee.

SECTION 4: The sections, terms, provisions and conditions of this Ordinance shall be severable, and if any section, term, provision or condition is found to be invalid or unenforceable for any reason by

a court of competent, final jurisdiction, the remaining sections, terms, provisions and conditions shall remain in full force and effect.

SECTION 5: Any ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

SECTION 7: Within seven (7) business days of the approval date of this Ordinance, the Village Clerk's Office shall provide certified copies of this Ordinance and the executed Direction to the Developer, the Trustee and any other person who requires a copy of the Ordinance and the executed Direction.

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Meeting thereof, held on the 26th day of October, 2020, and approved by me as Village President, and attested by the Acting Village Clerk, on the same day.

Alice F. Gallagher, Village President

James Horvath, Acting Village Clerk

This Ordinance was published by me in pamphlet form on ____ day of October, 2020.

James Horvath, Acting Village Clerk

Exhibit "A"

DIRECTION TO INDENTURE TRUSTEE REGARDING ADMINISTRATION
OF VILLAGE OF WESTERN SPRINGS, ILLINOIS, SPECIAL ASSESSMENT BONDS, SERIES 2006
(TIMBER TRAILS PROJECT)

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 20-????
AN ORDINANCE APPROVING
DIRECTION TO INDENTURE TRUSTEE REGARDING ADMINISTRATION OF
VILLAGE OF WESTERN SPRINGS, ILLINOIS, SPECIAL ASSESSMENT BONDS, SERIES 2006
(TIMBER TRAILS PROJECT)

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting on the 26th day of October, 2020, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 26th day of October, 2020.

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

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same. The attached Ordinance has been published by me in pamphlet form on the date set forth in the Ordinance, or on such other date shown in the Village records, or no later than on the date set forth below.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 26th day of October, 2020.

James Horvath, Acting Village Clerk

[SEAL]

**DIRECTION TO INDENTURE TRUSTEE REGARDING
ADMINISTRATION OF VILLAGE OF WESTERN SPRINGS,
ILLINOIS, SPECIAL ASSESSMENT BONDS, SERIES 2006
(TIMBER TRAILS PROJECT)**

This Direction to Indenture Trustee Regarding Administration of Village of Western Springs, Illinois, Special Assessment Bonds, Series 2006 (Timber Trails Project) (the “**Direction**”) is made as of October ____, 2020 by TIMBER TRAILS DEVELOPMENT COMPANY, LLC, an Illinois limited liability company, as holder of the Bonds (the “**Bondholder**”), and TIMBER TRAILS DEVELOPMENT COMPANY, LLC, an Illinois limited liability company, as developer of the Special Assessment Area (the “**Developer**”), and is acknowledged and approved by the VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (the “**Issuer**”) and accepted by AMALGAMATED BANK OF CHICAGO, as Trustee (the “**Trustee**”).

WITNESSETH:

WHEREAS, the Issuer and the Trustee entered into that certain Trust Indenture (the “**Indenture**”) dated as of August 1, 2006 with respect to the issuance by the Issuer of its \$55,000,000 Special Assessment Bonds, Series 2006 (Timber Trails Project) (the “**Bonds**”); and

WHEREAS, the Bonds are limited obligations of the Issuer, payable from the revenues and other moneys assigned under the Indenture to secure payment of the Bonds, which include payments and prepayments of installments of special assessments (the “**Assessments**”) levied under the authority of Special Assessment No. 05-1 of the Issuer with respect to the Timber Trails subdivision (the “**Special Assessment Area**”) located within the Issuer; and

WHEREAS, pursuant to the Indenture, the Bonds were originally issued in a weekly variable rate mode secured by an irrevocable direct pay letter of credit (the “**Letter of Credit**”) issued by LaSalle Bank National Association (now known as Bank of America, N.A.) (the “**Bank**”), which Letter of Credit was to expire on August 1, 2009 (the “**Stated Expiration Date**”) unless extended or earlier terminated pursuant to the terms thereof; and

WHEREAS, the Indenture provides that the Bonds are subject to mandatory tender in the event the Bank does not extend the Letter of Credit beyond the Stated Expiration Date and, in the event, an alternate letter of credit has not been delivered to the Trustee fifteen (15) days before the Stated Expiration Date; and

WHEREAS, because the Bank did not extend the Letter of Credit beyond the Stated Expiration Date and an alternate letter of credit was not timely provided to the Trustee, the Trustee provided notice to the holders of the Bonds that the Bonds were subject to mandatory tender on July 31, 2009; and

WHEREAS, following and as a result of such mandatory tender of the Bonds on such mandatory tender date, Real Property Holdings – Western Springs IL, LLC and Real Property Holdings – Western Springs IL, Phase 2, LLC (collectively, the “**Prior Bondholders**”) became the sole holders of the Bonds; and

WHEREAS, the interest on the Assessments has not been received by the Trustee from September 1, 2009 to September 1, 2020; and

WHEREAS, other than pursuant to a closing on a lot located within the Special Assessment Area, the Assessments have not been received by the Trustee from March 1, 2016 to September 1, 2020; and

WHEREAS, the Prior Bondholders notified the Trustee on November 30, 2012 that the Prior Bondholders agreed to waive the payment of all accrued and unpaid interest on the Bonds until further notice; and

WHEREAS, pursuant to an Absolute Assignment of Bonds, Bond Documents and Proceeds dated as of August 30, 2017, by and among the Prior Bondholders and the Bondholder and acknowledged by the Trustee, the Prior Bondholders assigned and transferred the Bonds to the Bondholder and, contemporaneously therewith, transferred and conveyed all of their remaining property located within the Special Assessment Area to the Bondholder; and

WHEREAS, the Bondholder notified the Trustee on September 1, 2017 that the Bondholder agreed to waive the payment of all accrued and unpaid interest on the Bonds; and

WHEREAS, pursuant to Section 6.07 of the Indenture and Section 9-2-65 of the Special Assessment Law, the Issuer is authorized to enforce, in its sole discretion, the Special Assessment Liens by any available remedy or remedies, including, without limitation, the enforcement of any delinquent Assessments by the commencement and maintenance of an action to foreclose the lien of any delinquent Assessments in the manner provided by law; and

WHEREAS, the Issuer has covenanted in Section 6.07 of the Indenture that, so long as any of the Bonds remain Outstanding, the Issuer will take no action or fail to take any action which in any way would adversely affect the levy and collection of the Assessments, and that the Issuer and its officers will comply with all present and future applicable laws imposing any duty on the Issuer and its officers in order to assure that the Assessments will be extended and collected and continue to be levied as provided in the Indenture; and

WHEREAS, the Issuer has not, to date, elected to take any action to enforce the Special Assessment Liens by any available remedy or to enforce any delinquent Assessments by the commencement and maintenance of an action to foreclose the lien of such delinquent Assessments (any such action is hereinafter referred to as an “**Assessment Enforcement Action**”); and

WHEREAS, pursuant to Section 4.01(c) of the Indenture, the Bonds are subject to mandatory redemption (a “**Mandatory Sinking Fund Redemption**”) from amounts on deposit in the Debt Service Account of the Bond Fund at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date of redemption, on December 1 of the years and in the amounts set forth therein; and

WHEREAS, the Issuer has not, to date, made any Mandatory Sinking Fund Redemption payments as required by Section 4.01(c) of the Indenture; and

WHEREAS, the Developer has agreed to provide for the payment of unpaid interest on the delinquent Assessments, and the Bondholder wishes to rescind the prior waiver of payment of current interest on the Bonds and to direct and indemnify the Trustee for applying amounts under the Indenture in accordance with the terms of this Direction; and

WHEREAS, the Bondholder further wishes to waive (a) any past or future failure to take an Assessment Enforcement Act, and (b) any past or future failure to make a Mandatory Sinking Fund Redemption;

NOW, THEREFORE, the Bondholder, as the holder of 100% of the outstanding principal amount of the Bonds, hereby directs the Trustee, with the consent and acknowledgment of the Issuer and the Developer, as follows:

1. Capitalized terms used herein, but not otherwise defined in this Direction, are defined in the Indenture and shall have the meanings given such terms therein. If any provision of this Direction shall conflict with or contradict a corresponding provision of the Indenture, this Direction shall control.

2. The Trustee has notified the Developer that the outstanding and past due interest on the Assessments from September 1, 2009 to and including September 1, 2020 is in the aggregate amount of \$16,791,393.56 (the “**Past Due Assessment Interest**”). Commencing on _____, 2020, the Developer will pay the Past Due Assessment Interest to the Trustee in installments from time to time in such amounts and at such intervals as shall be determined by the Developer. Pursuant to Section 5.04 of the Indenture, all Past Due Assessment Interest received by the Trustee from the Developer shall be deposited by the Trustee into the Assessment Fund.

3. The Bondholder hereby (a) waives any and all interest on the Past Due Assessment Interest, and (b) rescinds, withdraws and cancels the waivers heretofore delivered to the Trustee by the Prior Bondholders and the Bondholder with respect to the payment of all accrued and unpaid interest on the Bonds, and acknowledges and agrees that such waivers were deemed by the Prior Bondholders and the Bondholder to be deferrals of the payment of interest on the Bonds rather than the forgiveness or cancellation of such interest on the Bonds. The Bondholder further acknowledges and agrees that the Letter of Credit and the Remarketing Agreement have been terminated and are no longer in force and effect.

4. The Bondholder hereby directs the Trustee to make monthly payments of interest on the Bonds on the first Business Day of each month by transferring on the last Business Day before such Interest Payment Date the amounts then on deposit in the Assessment Fund into the Debt Service Account of the Bond Fund created under the Indenture. On each such Interest Payment Date, the Trustee shall make payments of interest on the Bonds to the Bondholder from the Debt Service Account of the Bond Fund. The Bondholder acknowledges and agrees that, because the principal of all the Bonds has not been declared due and payable, the amounts paid to Bondholder from the Debt Service Account of the Bond Fund shall be applied as interest pursuant to Section 7.10(a) of the Indenture. The Bondholder and the Issuer acknowledge and agree that the accrued and unpaid interest owing with respect to the outstanding principal balance of the Bonds shall be calculated at the same per annum rate of interest as the interest rate on the Assessments as determined pursuant to the Indenture.

5. Any Prepayments received by the Trustee shall be deposited into the Assessment Fund and immediately transferred and held in the Prepayment Account of the Bond Fund. Amounts in the Prepayment Account of the Bond Fund shall be applied to the payment of principal on the Bonds on the next available Interest Payment Date.

6. The Bondholder hereby directs the Trustee that, notwithstanding anything set forth in Section 5.04 of the Indenture to the contrary, all amounts in the Assessment Fund shall be applied solely to the payment of (i) interest on the Bonds as set forth in paragraph 4 above, and (ii) principal on the Bonds as set forth in paragraph 5 above. The Trustee shall continue to make such payments of interest on and/or principal of the Bonds from amounts in the Assessment Fund until all Past Due Assessment Interest has been paid in full by the Developer to the Trustee.

7. Upon the payment to the Trustee of any amount with respect to the Assessments, the Developer shall provide the Trustee with a written notice in the form attached hereto as Exhibit A indicating whether such payment is one or more of the following: (a) a payment of Past Due Assessment Interest, (b) a Prepayment, (c) a payment of current interest on the Assessments, or (d) a payment of current principal on the Assessments. Any payment of current interest on the Assessments shall be applied to the payment of interest on the Bonds as set forth in paragraph 4 above. Any payment of current principal on the Assessments shall be applied to the payment of principal on the Bonds on the next available Interest Payment Date.

8. The Bondholder hereby waives any past failure by the Issuer to take, prosecute or maintain any Assessment Enforcement Action pursuant to Section 6.07 of the Indenture, and agrees that any such failure by the Issuer to take, prosecute or maintain any Assessment Enforcement Action shall not be deemed a default by the Issuer of its obligations thereunder. The Bondholder hereby directs the Issuer to refrain from taking, prosecuting or maintaining any Assessment Enforcement Action from and after the date hereof, and agrees that any future failure by the Issuer to take, prosecute or maintain any Assessment Enforcement Action shall not be deemed a default by the Issuer of its obligations under the Indenture.

9. The Bondholder hereby waives any failure by the Issuer to make any Mandatory Sinking Fund Redemption payments pursuant to Section 4.01(c) of the Indenture, and agrees that any such failure by the Issuer to make any such Mandatory Sinking Fund Redemption payments shall not be deemed a default by the Issuer of its obligations thereunder. The Bondholder hereby directs the Issuer to, notwithstanding anything set forth in such Section 4.01(c) to the contrary, not make any Mandatory Sinking Fund Redemption payments from and after the date hereof, and agrees that any future failure by the Issuer to make any Mandatory Sinking Fund Redemption payments shall not be deemed a default by the Issuer of its obligations under the Indenture.

10. In order to induce the Issuer to acknowledge and consent to this Direction, the Bondholder and the Developer agree to release, indemnify, defer and hold the Issuer, and its past, present and future elected officials, representatives, agents, attorneys, employees and officers, harmless from and against any and all claims, damages and liabilities, including reasonable attorney fees, incurred by any of them in respect of or arising from or out of (a) any actions undertaken by the Issuer or the Trustee pursuant to this Direction, (b) any past or future failure to take an Assessment Enforcement Action, and (c) any past or future failure to make any Mandatory Sinking Fund Redemption payment.

11. In addition to the provisions of Article VIII of the Indenture, which remain in full force and effect, the Bondholder agrees to indemnify, defer and hold the Trustee, and its representatives and officers, harmless from and against any and all claims, damages and liabilities, including reasonable attorney fees, incurred by any of them in respect of or arising from or out of any acts, conduct or omissions undertaken by the Trustee or its representatives and officers, as a result of the performance of the Trustee of the actions undertaken by this Direction or the Indenture other than with respect to their own gross negligence or bad faith.

12. This Direction shall be binding on any successors, agents or assigns of the Bondholder, any purchaser of the Bonds from the Bondholder or any subsequent purchasers of the Bonds whatsoever. Other than to the extent set forth in this Direction, the Indenture shall remain in full force and effect pursuant to the terms thereof.

13. The Bondholder and the Developer represent and warrant that: (a) the Bondholder owns all of the issued and outstanding Bonds, (b) the Developer holds fee simple title to all of that portion of the real property located within the Special Assessment Area which remains subject to the Assessments, and (c) the execution and delivery of this Direction is duly authorized and is binding upon and enforceable against the Bondholder and the Developer. The Issuer represents and warrants that its consent and acknowledgment is duly authorized.

14. This Direction may be executed in any number of multiple counterparts, each of which shall be an original, but all of which counterparts shall together constitute but one and the same instrument.

15. If any portion of the Direction is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder of this Direction.

16. By execution of this Direction, the Bondholder, the Developer and the Issuer acknowledge and agree that the Trustee is not making any representation with respect to, nor does it have any responsibility or liability for, any impact of this Direction on any matters covered in the approving opinion of bond counsel delivered at the time of original issuance of the Bonds.

17. This Direction shall be in full force and effect from and after its execution by all of the parties hereto, with the date that the last of the parties executes this Direction being inserted in the blank in the opening paragraph hereof.

(signature page follows)

Executed by the Bondholder and the Developer this 7 day of October, 2020.

BONDHOLDER:

DEVELOPER:

**TIMBER TRAILS DEVELOPMENT
COMPANY, LLC**

**TIMBER TRAILS DEVELOPMENT
COMPANY, LLC**

BY: Western Springs Development LP, an
Illinois limited partnership, its
Manager

BY: Western Springs Development LP, an
Illinois limited partnership, its
Manager

By: Brian P. Taylor
Brian P. Taylor, General Partner

By: Brian P. Taylor
Brian P. Taylor, General Partner

ISSUER:

TRUSTEE:

Acknowledged and Consented to this ___ day
of October, 2020 by the Village of Western
Springs, Cook County, Illinois

Accepted this ___ day of October, 2020 by
Amalgamated Bank of Chicago

By: _____
Alice Gallagher, Village President

By: _____
Its: _____

ATTEST:

James Horvath, Village Clerk

*Signature Page for the Letter of Direction to Indenture Trustee
Regarding Administration of the Village of Western Springs, Illinois,
Special Assessment Bonds, Series 2006 (Timber Trails Project)*

EXHIBIT A

Notice of Payment

Amalgamated Bank of Chicago
30 North LaSalle Street, 38th Floor
Chicago, Illinois 60602

Re: Village of Western Springs, Illinois, Special Assessment Bonds,
Series 2006 (Timber Trails Project)

Ladies and Gentlemen:

Pursuant to that certain Trust Indenture (the “**Indenture**”) dated as of August 1, 2006 by and between the Village of Western Springs, Illinois (the “**Issuer**”) and Amalgamated Bank of Chicago, as Trustee (the “**Trustee**”), the undersigned hereby deposits with you the aggregate amount of \$_____ as payment of one or more of the following with respect to the Assessments (as defined in the Indenture) and in the following amounts:

- \$_____ for Past Due Assessment Interest
- \$_____ for a Prepayment
- \$_____ for current interest on the Assessments
- \$_____ for current principal on the Assessments

Such payment shall be applied by you as set forth in the Indenture and in that certain Direction to Indenture Trustee Regarding Administration of Village of Western Springs, Illinois, Special Assessment Bonds, Series 2006 (Timber Trails Project) dated October __, 2020 by the undersigned, as Bondholder and Developer thereunder, and as acknowledged and approved by the Issuer and accepted by the Trustee.

Dated: _____

TIMBER TRAILS DEVELOPMENT COMPANY, LLC

BY: Western Springs Development LP, an
Illinois limited partnership, its Manager

By: _____
Brian P. Taylor, General Partner

BURKE, WARREN, MACKAY & SERRITELLA, P.C.

MEMORANDUM

TO: President Alice F. Gallagher and Board of Trustees, Village of Western Springs
Finance Committee

CC: Ingrid Velkme, Village Manager
Grace Turi, Director of Finance
Michael Jursik, Village Attorney
Thomas Bayer, KTJ

FROM: Ray Fricke, Village Bond Counsel

RE: Direction to Indenture Trustee Regarding Administration of Village of Western
Springs, Illinois, Special Assessment Bonds, Series 2006 (Timber Trails
Project)

DATE: October 7, 2020

The following documents are attached for your review, consideration and action at an upcoming Village Board Meeting:

1. An Ordinance Approving Direction to Indenture Trustee Regarding Administration of Village of Western Springs, Illinois, Special Assessment Bonds, Series 2006 (Timber Trails Project).
2. Direction to Indenture Trustee Regarding Administration of Village of Western Springs, Illinois, Special Assessment Bonds, Series 2006 (Timber Trails Project).

In 2006, the Village of Western Springs, Illinois (the "Village"), issued its Special Assessment Bonds, Series 2006 (Timber Trails Project) (the "Bonds") pursuant to a Trust Indenture between the Village and Amalgamated Bank of Chicago, as trustee (the "Trustee"). The Bonds were issued as variable rate bonds secured by special assessments (the "Assessments") levied on land included in the Timber Trails subdivision (the "Special Assessment Area"). The Village has not taken any action to foreclose on the lien of delinquent Assessments ("Assessment Enforcement Action") nor have any mandatory sinking fund redemptions ("Mandatory Sinking Fund Redemption") been made, as required under the Indenture.

Timber Trails Development Company, LLC, as 100% owner of the Bonds (the "Bondholder") and as owner of 100% of the land subject to the special assessments (the "Developer") now desires to pay the outstanding and past due interest on the assessments (the "Past Due Assessment Interest"), rescind the prior waiver payment of current interest on the Bonds, waive any past or future failure to an Assessment Enforcement Action and waive any past or future failure to make a Mandatory Sinking Fund Redemption.

The attached Direction to Indenture Trustee provides for the foregoing. Because the Bonds were issued by the Village, the attached Direction needs to be acknowledged and

October 7, 2020

Page 2

consented to by the Village. Section 10 of the Direction provides indemnification to the Village and its past, present and future elected officials, representatives, agents, attorneys, employees and officers for (i) any action taken pursuant to the Direction, (ii) any past or future failure to take an Assessment Enforcement Action and (iii) any past or future failure to make any Mandatory Sinking Fund Redemption payments.

After the payment of the Past Due Assessment Interest, it is the Developer's intention to pay Assessments on a timely basis for the payment of interest on the Bonds. It is anticipated that principal payment on the Bonds will be made as lots are sold. It is further the intention of the Bondholder and Developer to refund the Bonds sometime in 2021, in order to fix the interest rate on the Bonds and restructure the debt.

If you have any questions, please feel free to contact me.