

# UNOFFICIAL COPY

Prepared by:  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606-2903  
Attorney: Michael T. Jurusik

On Behalf Of:  
The Village of Western Springs

Record against:  
PIN: 18-06-105-005-0000  
3911 Garden Avenue Property



Doc# 1826344048 Fee \$100.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/20/2018 12:57 PM PG: 1 OF 32

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RECORDER OF DEEDS OFFICE, COOK COUNTY, ILLINOIS

RECORDING COVER SHEET FOR VILLAGE OF WESTERN SPRINGS, ILLINOIS

REIMBURSEMENT AGREEMENT  
AND TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AND LIEN  
FOR 2018 WATER SERVICE LINE INSTALLATION PROJECT  
(Stephen Ruck – 3911 Garden Avenue Property)

and

ORDINANCE NO. 18-2928

AN ORDINANCE AMENDING THE WESTERN SPRINGS MUNICIPAL CODE OF 1997,  
AS AMENDED, TITLE 8 (PUBLIC WAYS AND PROPERTY), CHAPTER 10 (WATER AND  
SEWER CHARGES REGULATIONS), SECTION 8-10-2 (INITIATING SERVICE),  
SUBSECTION 8-10-3E (TAP ON FEES FOR NEW CONSTRUCTION, TEAR DOWNS OR  
MAJOR RENOVATIONS/ADDITIONS FOR CERTAIN 45TH STREET PROPERTIES)  
AND SUBSECTION 8-10-3F (TAP ON FEES FOR NEW CONSTRUCTION,  
TEAR DOWNS OR MAJOR RENOVATIONS/ADDITIONS FOR CERTAIN  
GARDEN AVENUE PROPERTIES), AND TITLE 9 (BUILDING REGULATIONS),  
CHAPTER 1 (FEE SCHEDULES), ARTICLE A (PERMIT AND REVIEW FEES),  
SECTION 9-1A-5 (WATER MAIN TAP ON FEE), SUBSECTION 9-1A-5A  
(WATER MAIN TAP ON FEE GENERALLY), SUBSECTION 9-1A-5B (WATER MAIN  
TAP ON FEE FOR CERTAIN 45TH STREET PROPERTIES) AND SUBSECTION 9-1A-5C  
(REIMBURSEMENT FEE FOR CERTAIN GARDEN AVENUE PROPERTIES)

After recording return to:

RECORDER'S BOX 324 [MTJ]

RECORDING FEE 100.00  
DATE 9/19/18 COPIES 6x  
OK BY RC

(32)

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## LEGAL DESCRIPTION

LOT 12 IN BLOCK 2 IN I.C. CALDWELL'S SUBDIVISION OF COOK COUNTY, LAY'S ADDITION TO WESTERN SPRINGS, BEING A SUBDIVISION OF THE EAST PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND 3.554 ACRES ON THE SOUTH PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-06-105-005-0000

Property of Cook County  
COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

Cook County Clerk's Office

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Attorney: Michael T. Jurusik

On Behalf Of:

The Village of Western Springs

Record against:

PIN: 18-06-105-005-0000  
3911 Garden Avenue  
Western Springs, Illinois 60558

Return to Box #324

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**REIMBURSEMENT AGREEMENT  
AND TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AND LIEN  
FOR 2018 WATER SERVICE LINE INSTALLATION PROJECT  
(Stephen Ruck – 3911 Garden Avenue Property)**

This REIMBURSEMENT AGREEMENT ("Agreement") is dated this 6<sup>th</sup> day of June, 2018 ("Effective Date") and entered into by the Village of Western Springs, an Illinois non-home rule municipal corporation ("Village"), with its principal place of business located at 740 Hillgrove Avenue, Western Springs, Illinois 60558, and the property owner of record (**Stephen Ruck**) for the address of **3911 Garden Avenue, Western Springs, Illinois 60558 (PIN: 18-06-105-005-0000)** (the "3911 Garden Owner" or "Owner"). The Village and the 3911 Garden Owner are at times referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS:**

**WHEREAS**, there are two (2) separate sets of water main lines that currently exist in front yard public rights-of-way and in the rear yards of certain residences along Garden Avenue, Rose Avenue and 39th Street. The residences that are adjacent to these water main lines are currently serviced only by private service lines that connect to the rear yard water main lines, which are old lines and have been covered over or encroached upon by garages and other private structures making water main break repairs a logistical access challenge and a more expensive endeavor for the Village. In addition, these rear yard water main lines are not located in public utility easements; and

**WHEREAS**, in order to protect the water supply to and the health, welfare and safety of the property owners and the residents of these residences, the Village intends to abandon in place the rear yard water main and service lines and arrange for the installation of new private water service lines to connect the residences to the accessible water main lines located in the front yard public rights-of-way (the "Project"), which will eliminate the logistical access challenges of water main line breaks and the added costs of trying to repair water main line breaks in confined spaces without damaging private garages and other private structures; and

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**WHEREAS**, the Village cannot lawfully pay for the cost of private improvements on private property, such as private water service lines. However, since this Project is being conducted to protect the water supply to and the health, welfare and safety of the property owners and the residents of these residences, the Village can pay to complete the Project, provided that the private property owners who benefit from the Project reimburse the Village for its costs; and

**WHEREAS**, the following fifteen (15) residences or properties on Garden Avenue, Rose Avenue and 39th Street will be part of the Project:

**Garden Avenue Properties:**

3843 Garden Avenue (PIN: 15-31-304-005-0000); 3901 Garden Avenue (PIN: 18-06-105-001-0000); 3903 Garden Avenue (PIN: 18-06-105-002-0000); 3905 Garden Avenue (PIN: 18-06-105-003-0000); 3909 Garden Avenue (PIN: 18-06-105-004-0000); 3911 Garden Avenue (PIN: 18-06-105-005-0000); 3917 Garden Avenue (PIN: 18-06-105-006-0000); 3921 Garden Avenue (PIN: 18-06-105-007-0000); and 3925 Garden Avenue (PIN: 18-06-105-008-0000).

**Rose Avenue Properties:**

3842 Rose Avenue (PINs: 15-31-304-004-0000); 3900 Rose Avenue (PIN: 18-06-105-009-0000); 3902 Rose Avenue (PIN: 18-06-105-010-0000); 3904 Rose Avenue (PIN: 18-06-105-011-0000); and 3908 Rose Avenue (PIN: 18-06-105-012-0000).

**39th Street Property:**

1430 East 39th Street (PIN: 18-06-105-016-0000);

(collectively the "Project Properties"); and

**WHEREAS**, after several meetings with Village staff and Village consultants to review the Project costs and then assessing their private contractor cost options, thirteen (13) residences or properties on Garden Avenue, Rose Avenue and 39th Street decided not to use the Village's contractor and are making arrangements to hire one or more private contractors to install new private water service lines to connect their residences to existing buffalo boxes in the front yard public rights-of-way to obtain water service from the accessible water main lines located in the front yard public rights-of-way and are paying for such work with their own funds; and

**WHEREAS**, the following two (2) residences or properties on Garden Avenue have decided to use the Village's contractor to install new private water service lines to connect their residences to existing buffalo boxes in the rights-of-way to obtain water service from the accessible water main lines located in the front yard public rights-of-way and agree to pay for such work to be performed by the Village's contractor: 3903 Garden Avenue (PIN: 18-06-105-002-0000) and 3911 Garden Avenue (PIN: 18-06-105-005-0000) (the "3903 Garden and 3911 Garden Properties"). The owner of the 3903 Garden Avenue property is Milissa Czerwinski (the "3903 Garden Owner"). The owner of the 3911 Garden Avenue property is Steven Ruck (the "3911 Garden Owner"); and

**WHEREAS**, the Village agrees to pay for the costs of abandoning in place the existing rear yard water main lines that serve the Project Properties and the costs of accessible water main tap-ons and installing and connecting one and one-half inch (1.5") copper private water service lines from the accessible water main located in the front yard public right-of-way water main lines to the buffalo box in the front yard public right-of-

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way of each of the Project Properties, including all of the construction costs, tree trimming or removal costs, backfill costs and grass/sidewalk/driveway restoration costs; and

**WHEREAS**, subject to reimbursement by the 3903 Garden Owner and the 3911 Garden Owner, the Village agrees to pay the costs of installing and connecting one and one-half inch (1.5") copper private water service lines from a buffalo box located in the front yard public right-of-way and connecting to the existing water service located in the private yard on the exterior of the foundation wall of the 3903 Garden and 3911 Garden Properties, including all of the construction costs, tree trimming or removal costs, backfill costs and grass/sidewalk/driveway restoration costs. The 3903 Garden Owner and the 3911 Garden Owner, at his/her/its/their own respective cost, is responsible for extending the water service line into the residence and for any interior plumbing modifications or improvements that are required to accommodate and connect to the new water service line. The proposed private water service lines are shown on a "2018 Water Main Improvements Project" Design Sheet dated July 13, 2017 and prepared by James J. Benes and Associates, Inc. (the "Village Engineer"), a copy of which has been provided to each of the owners of the 3903 Garden and 3911 Garden Properties, is incorporated by reference into this Agreement as **Exhibit "A"** and is on file at the Village; and

**WHEREAS**, subject to the property lien and reimbursement by the 3903 Garden and 3911 Garden Properties in accordance with the terms of the attached Agreement, each owner of the 3903 Garden and 3911 Garden Properties is responsible for repaying to the Village their share of the total cost of the Project work incurred on his/her/its/their property, which shall be a **"not to exceed" amount equal to Six Thousand Eight Hundred Forty-Nine and 17/100 Dollars (\$6,849.17) (the "Reimbursement Fee") per Property**, as set forth in the "2018 Water Main Improvements Recapture Computations" dated November 2, 2017 and prepared by James J. Benes and Associates, Inc., a copy of which has been provided to each of the owners of the 3903 Garden and 3911 Garden Properties, is incorporated by reference into this Agreement as **Exhibit "B"** and is on file at the Village (the "Estimated Per Property Project Costs"); and

**WHEREAS**, as part of a larger scope of Village water system improvements that includes the Project work, the Village will pay for certain improvements to a water main crossing at Flagg Creek (estimated to be \$129,952.50), the installation of water service line tap-on connections and water service lines extending from the water main to the buffalo boxes for all of the Project Properties (estimated to be \$39,195.00) and the abandonment in place of the rear yard water mains (estimated to be \$22,120.00), which are collectively estimated to be Sixty One Thousand Three Hundred Fifteen and 00/100 Dollars (\$61,315.00) (the "Village Share of Project Costs"). Village staff has competitively bid the Project, and, based on the final estimated Project Costs, the final assessed Reimbursement Fee shall be charged to each of the owners of the 3903 Garden and 3911 Garden Properties (if the final Project Costs are equal to or above the "not to exceed" Reimbursement Fee) or reduced to match the actual Project Costs incurred, if the actual Project Costs are less than the "not to exceed" Reimbursement Fee; and

**WHEREAS**, as part of the public benefit of this Project, the Village agrees to waive the permit fee and water tap-on fee required to be paid by the owners of the Project Properties and further agrees to pay any additional Project Costs that exceed the Reimbursement Fee for the 3903 Garden and 3911 Garden Properties. For any other additional or future sewer and water service line connections, the sewer and water tap-on fees (if applicable) and the user and permit fees relating to sewer and water installations and services shall be paid by the owners of the Project Properties based on those charges generally applicable in the Village for similar installations or services at the time that the fees or charges are due. The Village will use Village funds to pay for the Project Costs; and

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**WHEREAS**, under this Agreement, each owner of the 3903 Garden and 3911 Garden Properties is required to repay the Village the final assessed Reimbursement Fee. There are three (3) payment options available to the owners of the 3903 Garden and 3911 Garden Properties. Two (2) of the payment options involve the payment of simple interest at three percent (3.0%) per annum on the outstanding balance of the Reimbursement Fee. One (1) payment option involves payment of the Reimbursement Fee in full within thirty (30) calendar days of written notice of completion of the Project. In the event an owner of one of the 3903 Garden and 3911 Garden Properties sells his/her/its/their property, the outstanding balance of the final assessed Reimbursement Fee shall be paid in full at the closing. In addition to this Agreement, the Village will also enact an ordinance that amends the Western Springs Municipal Code to require the payment of the final assessed Reimbursement Fee, including accrued interest, by each owner or the successor owner as part of the building permit process at the time an owner of one of the 3903 Garden and 3911 Garden Properties (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) files a building permit application for new construction, such as a replacement of the principal structure as a result of a tear-down development, or a major renovation or addition is proposed for the principal structure or the construction of a garage. The Village shall issue a written notice of the completion of the Project and the final assessed Reimbursement Fee, which shall be incorporated by reference into this Agreement as **Group Exhibit "C"** and placed on file at the Village; and

**WHEREAS**, each of the owners of the 3903 Garden and 3911 Garden Properties will be required to execute an Agreement identical to this one (which will create a municipal water system lien under 65 ILCS 5/11-126-4 and be filed against the titles of the 3903 Garden and 3911 Garden Properties), except for property owner name, PIN and address, and to pay the same Reimbursement Fee. There are three (3) payment options available to the owners of the 3903 Garden and 3911 Garden Properties, as set forth below in Section 1. Two (2) of the payment options involve the payment of interest on the outstanding balance of the Reimbursement Fee. In addition, the Village will enact an Ordinance that amends the Village Municipal Code to require the payment of the final assessed Reimbursement Fee, including accrued interest, by each owner or the successor owner as part of the building permit process at the time an owner of one of the 3903 Garden and 3911 Garden Properties (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) files a building permit application for new construction, such as a replacement of the principal structure as a result of a tear-down development, or a major renovation or addition is proposed for the principal structure or the construction of a garage; and

**WHEREAS**, the public benefits of completing this Project consist of abandoning in place one (1) old water main line because of the age of the water main line and its location in the private rear yards of the Subject Properties, which are not easily accessible for repair and maintenance work in all locations, and installing new water service lines for the Subject Properties that connect to the water main located in the front yard public rights-of-way, which will increase water pressure and water flow volumes as well as increase the water flow pressure in the fire hydrant system that serves this area.

## AGREEMENT:

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration, which is acknowledged, the Parties agree as follows:

1. **Incorporation.** Each of the Whereas paragraphs above in the Recitals are incorporated by reference into Section 1 of this Agreement.



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2. Project. The Village agrees to complete the Project work regarding the 3911 Garden Property and pay the costs of the Project work regarding the 3911 Garden Property in exchange for the Owner agreeing to pay the final assessed Reimbursement Fee to the Village in accordance with the terms of this Agreement. The Owner, at his/her/its/their own cost, is responsible for any interior plumbing modifications or improvements that are required to accommodate the new water service line.
3. Payment; Payment In Full at Building Permit Application or Sale/Closing. The payment of the final assessed Reimbursement Fee shall be due and payable at the time that the Owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) applies for a building permit to redevelop with new construction, such as a replacement of the principal structure as a result of a tear-down development, or a major renovation or addition is proposed for the principal structure or the construction of a garage or as otherwise provided in this Section below or at the closing in the event the Owner sells the Property. The Owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) shall pay the final assessed Reimbursement Fee, as set forth in this Agreement, and shall also pay the water meter fee, the sewer and water tap-on fees and the user fees relating to sewer and water installations and services for those charges generally applicable in the Village for similar installations or services at the time that the fees or charges are due.
- a. Reimbursement Fee. The estimated Reimbursement Fee for the 3911 Garden Property is Six Thousand Eight Hundred Forty-Nine and 17/100 Dollars (\$6,849.17), which is a "not to exceed" fee based on the final Project Costs and shall be charged to each property owner (if the final Project Costs are equal to or above the "not to exceed" Reimbursement Fee) or reduced to match the actual Project Costs incurred, if the actual Project Costs are less than the Reimbursement Fee. The Reimbursement Fee shall be based on actual Water Service Line Installation Project Costs incurred, subject to proration on an equal share basis among all of the 3903 Garden and 3911 Garden Properties.
  - b. Payment Options (OWNER TO SELECT ONE OF THE BELOW OPTIONS BY WRITING HIS/HER/ITS/THEIR INITIALS ON THE PROVIDED LINE)
    - i. Pay-In-Full Option. The final assessed Reimbursement Fee may be paid in full without payment of interest within thirty (30) calendar days of the Village's written notice of the Project completion and final assessed Reimbursement Fee. Failure to make a timely payment in full shall automatically default the property owner into the Building Permit Application Payment Option. \_\_\_\_\_ (OWNER'S INITIALS).
    - ii. 36 Month Payment Plan Option. The final assessed Reimbursement Fee may be paid over a thirty-six (36) month period, with the payment of accrued simple interest at three percent (3.0%) per annum. Interest will start to accrue thirty (30) calendar days after the date of the Village's written notice of the Project completion and final assessed Reimbursement Fee, a copy of which will be sent to the Owner. The first monthly payment will be due on the first date of the month following the date of the Village's written notice of the Project completion, and final assessed Reimbursement Fee and each subsequent monthly payment is due on the first day of each subsequent month. The Village will provide to the Owner a 36 month principal and interest payment schedule. There shall be no pre-payment penalty, and accrued interest shall be prorated on a 1/365th day basis based on the outstanding balance due through the date of final payment in full. \_\_\_\_\_ (OWNER'S INITIALS).
    - iii. Building Permit Application Payment or Sale/Closing Option. The final assessed Reimbursement Fee shall be paid in full at the time a building permit is applied for or at the closing in the event the Owner sells the Property, and the payment shall include full

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payment of all accrued interest. The interest rate, the accrual of interest, no pre-payment penalty and the proration of interest for this Option are the same as in the 36 Month Payment Plan Option above, except that there shall be no limit on duration on the accrual of interest other than the date of payment in full of the Reimbursement Fee and the accrued interest. SK (OWNER'S INITIALS).

- c. Release Upon Payment. The Village, at its cost, will promptly file a Release Of Reimbursement Agreement, Lien And Confirmation of Payment of Reimbursement Fee in Full with the Cook County Recorder of Deeds Office ("CCRD") after payment is received and provide a CCRD-stamped copy of the document to the Owner.
4. Temporary Access and Construction Easement. Under this Agreement, the Owner, at no charge, provides a temporary, non-exclusive access and construction easement, under, over, across and on his/her/its/their Property, to allow the installation, placement, construction and restoration work to be performed as part of the Project (the "Temporary Access and Construction Easement Area"). The Village and its employees, consultants and contractors and subcontractors and their equipment are authorized, on an as-needed basis, to travel on and over the Temporary Access and Construction Easement Area to perform work to complete the Project during the hours set forth in the Limitation On Construction Noise regulations (Section 5-2-3) of the Village Code, in order to enable the Property to receive water service from the new private water service line. The Village agrees to repair any damage and restore any disruption caused to the Temporary Access and Construction Easement Area to its pre-Project condition with like-kind and like-quality materials. The temporary, non-exclusive access and construction easement shall expire upon written notice from the Village of the final completion of the Project.
5. Entire Agreement; Amendment or Modification. This Agreement contains the entire agreement of the Village and the Owner pertaining to the Project, and supercedes all previous representations, promises, agreements and understandings, written or oral. This Agreement may only be amended or modified in writing and executed by both the Village and the Owner.
6. Applicable Law. This Agreement shall be governed and controlled, as to the validity, enforceability, interpretation, construction, effect in all other respects, including, but not limited to, the legality of interest charged hereunder, by the statutory laws and decisions of the State of Illinois. The laws of the State of Illinois shall apply in all respects to matters related to the enforcement of this Agreement.
7. Severability. Every provision of this Agreement is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.
8. Binding Agreement. The terms of this Agreement shall be binding upon and inure to the benefit of the Village and the Owner hereto and their successors and assigns. The payment obligations of this Agreement shall run with the land until the final assessed Reimbursement Fee, including accrued interest, is paid in full.
9. Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification. The Owner covenants and agrees as follows:
  - a. Hold Harmless and Indemnification. The Owner agrees to defend, indemnify and hold forever harmless the Village and its officers, appointed and elected officials, President and Board of



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Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including the Owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) for any matters arising out of or relating to matters covered under this Agreement. The scope of the above hold harmless and indemnification provision includes any liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including the Owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent), for portions of the water service line outside or inside of the Owner's residence that contains lead, lead solder, lead-based fittings or lead-based components.

- b. Waiver Of Claims. The Owner agrees to waive and relinquish any and all claims or causes of action of any kind that it or its officers, employees, volunteers and agents may have against the Village and the Village Affiliates arising out of or relating to the Project, including the installation of the private water service lines, and any matters arising out of or relating to matters covered under this Agreement. The scope of the above waiver of claims provision includes any claims and causes of action brought by any person, including the Owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent), for portions of the water service line outside or inside of the Owner's residence that contains lead, lead solder, lead-based fittings or lead-based components.
- c. Release From Liability. The Owner fully releases and discharges the Village and the Village Affiliates from any and all claims or causes of action of any kind, including but not limited to illness, injury, death, damages or losses which the Owner may have, or any matters arising out of or relating to matters covered under this Agreement. The scope of the release from liability provision includes any claims and causes of action brought by any person, including the Owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent), for portions of the water service line outside or inside of the Owner's residence that contains lead, lead solder, lead-based fittings or lead-based components.
- d. No Discharge in Bankruptcy Action. The Owner agrees to not seek a discharge of the payment obligation required by this Agreement in any bankruptcy action.

## 10. Disclaimer Of Warranties/Limitation Of Liability; Disclaimer Regarding Presence of Lead.

- a. Disclaimer Of Warranties/Limitation Of Liability. The Owner acknowledges that the Village shall hire the contractor to complete the Project and that the contractor shall provide a written limited warranty in regard to all work, pipes, valves, fittings, equipment, facilities, features, repair, maintenance to, and any and all goods and services provided or to be provided to the Owner by the chosen contractor. Additionally, the Owner agrees that the Village is not providing any express or implied warranties of merchantability and fitness for a particular purpose or all other type of warranties, express or implied, and that the only warranties provided under this transaction are provided by the contractor. The Village expressly excludes and disclaims any and all warranties, guarantees or representations whatsoever, express or implied, oral, written or otherwise related to the Project, including any pipes, valves, fittings, equipment, facilities, features, repair, maintenance to, and any and all goods and services provided or to be provided to the Owner by the chosen contractor. There are no warranties that extend beyond the description above. All questions of liability shall be resolved according to applicable State and federal laws. NOTE: THE WATER SERVICE LINE WORK PERFORMED BY THE VILLAGE'S CONTRACTOR WILL INCLUDE A ONE (1) YEAR WARRANTY THAT COMMENCES ON THE DATE OF FINAL PAYMENT BY THE VILLAGE TO THE CONTRACTOR FOR COMPLETION OF THE WORK.

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- b. **Disclaimer Regarding Presence of Lead.** The Owner acknowledges that despite the installation of a new copper water service line as part of this Project, there may be portions of the water service line outside or inside of the Owner's residence that contains lead, lead solder, lead-based fittings or lead-based components. The Village expressly excludes and disclaims any and all warranties, guarantees or representations whatsoever that after completion of the Project the Owner's water service line will be "lead-free", express or implied, oral, written or otherwise related to the Project, including that all pipes, valves, fittings, equipment, facilities and components will be "lead-free".
11. **Complete Defense.** It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Owner or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
12. **Compliance With Laws.** The Village agrees to observe and comply with all federal, State and local laws, codes and ordinances applicable to the Project. The Parties to this Agreement shall comply with all applicable federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
- a. **Certification.** Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify, by signing this Agreement, that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act, 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has either of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
  - b. **Non-Discrimination.** Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). If applicable, each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As

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required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. If applicable, each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Admin. Code 750.160).

- c. Conflict of Interest. Each Party represents and certifies that, to the best of their own respective knowledge: (1) no employee or agent of the Village is interested in the business of the other Party or this Agreement; (2) as of the date of this Agreement, neither Party nor any person employed or associated with either Party has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Party nor any person employed by or associated with either Party shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
13. Illinois Freedom of Information Act. The Parties agree to cooperate in good faith to respond to any Freedom of Information Act request (5 ILCS 140/1 *et seq.*) ("FOIA") filed in regard to the Project.
14. Enforcement of this Agreement. If either Party has to file a legal action to enforce the provisions of this Agreement, the prevailing Party shall receive its court filing fees, attorney fees and litigation-related expenses.
15. Termination. This Agreement shall terminate upon completion of or satisfaction of the respective obligations of the Parties set forth in this Agreement.
16. Filing Reimbursement Agreement and Code Amendment Ordinance as Lien With Cook County Recorder of Deeds Office. The Village, at its cost, shall cause a certified copy of this Agreement, its approving Resolution and a Notice of adoption of a Western Springs Municipal Code Amendment Ordinance (Enacting Code amendments that establish and define the "Reimbursement Fee" for the 3903 Garden and 3911 Garden Properties), and any amendatory Ordinance, to be filed with the Cook County Recorder of Deeds Office ("CCRD") after Village approval of those documents. The Village shall provide the Owner with a CCRD-filed stamped copy of those documents. The Village, at its cost, will promptly file a Release Of Reimbursement Agreement, Lien And Confirmation of Payment of Reimbursement Fee in Full with the CCRD after payment is received and provide a CCRD-stamped copy of the document to the property owner. The municipal water system lien authority of the Village is contained in Section 11-126-4 of the Illinois Municipal Code (65 ILCS 5/11-126-4).
17. Exhibits. In the event of a conflict between an Exhibit attached hereto and the text of this Agreement, the text of this Agreement shall control. The following Exhibits are attached to or incorporated into this Agreement with any amended versions of the below documents being attached as they become available:
- a. Exhibit "A" – "2018 Water Main Improvements Project" Design Sheet dated June 13, 2017 and prepared by James J. Benes and Associates, Inc. (attached)
  - b. Exhibit "B" - "2018 Water Main Improvements Recapture Computations" dated November 2, 2017 and prepared by James J. Benes and Associates, Inc. (attached)

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- c. **Group Exhibit "C"** - Written Notice of the Completion of the Project and the Final Assessed Reimbursement Fee, Issued by the Village (incorporated by reference).

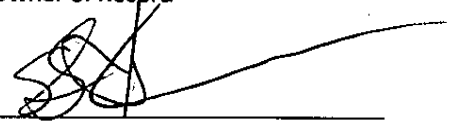
18. **Effective Date.** The Effective Date of this Agreement shall be the date on which the last signatory executes this Agreement.

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

**Village of Western Springs**

**Property Owner of Record**

By: \_\_\_\_\_  
Alice F. Gallagher, Village President

By:   
Stephen Ruck

Date: \_\_\_\_\_, 2018

Date: 06 JUNE 2018, 2018

# UNOFFICIAL COPY

18. Effective Date. The Effective Date of this Agreement shall be the date on which the last signatory executes this Agreement.

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

Village of Western Springs

Property Owner of Record

By: *Alice F. Gallagher*  
Alice F. Gallagher, Village President

By: \_\_\_\_\_  
Stephen Ruck

Date: *May 29*, 2018

Date: \_\_\_\_\_, 2018

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Exhibit "A"

"2018 Water Main Improvements Project" Design Sheet  
dated June 13, 2017 and prepared by James J. Benes and Associates, Inc.

(attached)

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS







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Exhibit "B"

"2018 Water Main Improvements Recapture Computations"  
dated November 2, 2017 and prepared by James J. Benes and Associates, Inc.

(attached)

Property of Cook County Clerk's Office  
COOK COUNTY  
RECORDER OF DEEDS

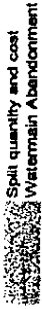
COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

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DATE: August 30, 2017  
 VILLAGE OF WESTERN SPRINGS  
 2017 WATER MAIN IMPROVEMENTS  
 RECAPTURE COMPUTATIONS  
 LAST REVISED 11-2-17



Spill quantity and cost  
 Watermain Abandonment

ITEM NO.	PAY ITEM	ENGINEER'S ESTIMATE OF PROBABLE COST			UNIQUE PLUMBING			ROSE & GARDEN WATER SERVICE RECAPTURE			ROSE & GARDEN MAIN ABANDONMENT			CREEK CROSSING				
		UNIT	TOTAL QUANTITY	UNIT COST	UNIT COST	TOTAL COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST		
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	100	\$ 45.00	\$ 4,500.00													
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50	\$ 55.00	\$ 2,750.00													
3	ROCK EXCAVATION	CU YD	30	\$ 350.00	\$ 10,500.00													
4	TRENCH BACKFILL	CU YD	30	\$ 50.00	\$ 1,500.00													
5	SEEDING, CLASS 2A (SPECIAL)	SQ YD	8,875	\$ 21.00	\$ 183,750.00													
6	SUPPLEMENTAL WATERING	UNIT	1,000	\$ 1.00	\$ 1,000.00													
7	PERIMETER EROSION BARRIER	FOOT	400	\$ 4.00	\$ 1,600.00													
8	INLET FILTERS	EACH	5	\$ 150.00	\$ 750.00													
9	AGGREGATE FOR TEMPORARY ACCESS	TON	50	\$ 30.00	\$ 1,500.00													
10	PORTLAND CEMENT CONCRETE BASE COURSE, 12"	SQ YD	15	\$ 170.00	\$ 2,550.00													
11	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7"	SQ YD	75	\$ 88.00	\$ 6,600.00													
12	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7"	SQ FT	100	\$ 6.50	\$ 650.00													
13	DRIVEWAY PAVEMENT REMOVAL	SQ YD	150	\$ 15.00	\$ 2,250.00													
14	SIDEWALK REMOVAL	SQ FT	100	\$ 2.50	\$ 250.00													
15	DUCTILE IRON WATER MAIN, CLASS 52, 8 INCH	FOOT	206	\$ 180.00	\$ 37,080.00													
16	STEEL CASING PIPE, 16"	FOOT	40	\$ 140.00	\$ 5,600.00													
17	CONNECT TO EXISTING VALVES	EACH	2	\$ 3,000.00	\$ 6,000.00													
18	WATER SERVICE (NEAR SIDE)	EACH	1	\$ 5,150.00	\$ 5,150.00													
19	WATER SERVICE (FAR SIDE)	EACH	14	\$ 6,880.00	\$ 96,320.00													
20	VALVE VAULTS TO BE FILLED	EACH	30	\$ 100.00	\$ 3,000.00													
21	FIRE HYDRANTS TO BE REMOVED	EACH	1	\$ 700.00	\$ 700.00													
22	WATER MAIN TO BE REMOVED	L SUM	1	\$ 2,500.00	\$ 2,500.00													
23	WATER MAIN ABANDONMENT "A"	L SUM	1	\$ 4,800.00	\$ 4,800.00													
24	WATER MAIN ABANDONMENT "B"	L SUM	1	\$ 4,800.00	\$ 4,800.00													
25	MOBILIZATION	L SUM	1	\$ 5,000.00	\$ 5,000.00													
26	CONTAMINATED WASTE DISPOSAL	CU YD	5	\$ 71.00	\$ 355.00													
27	CHAIN LINK FENCE, 5'	FOOT	20	\$ 80.00	\$ 1,600.00													
28	SLOPE STABILIZATION	FOOT	20	\$ 20.00	\$ 400.00													
29	TEMPORARY STREAM CROSSING	L SUM	1	\$ 6,100.00	\$ 6,100.00													
30	TEMPORARY STREAM CROSSING	L SUM	1	\$ 33,400.00	\$ 33,400.00													
31	STREET SWEEPING	HOUR	10	\$ 280.00	\$ 2,800.00													
32	REMOVE AND REINSTALL BRICK PAVER	SQ YD	200	\$ 30.00	\$ 6,000.00													
33	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 4,370.00	\$ 4,370.00													
34	STABILIZED DRIVEWAYS, 7 INCH	CU YD	50	\$ 80.00	\$ 4,000.00													
35	CONSTRUCTION LAYOUT	L SUM	1	\$ 4,000.00	\$ 4,000.00													
36	QUALITY TESTING, MANAGEMENT & COMPLIANCE	L SUM	1	\$ 3,500.00	\$ 3,500.00													
<b>TOTAL ESTIMATED COST OF CONSTRUCTION</b>											\$	284,005.00		\$	22,120.00		\$	129,952.50

Number of Homes: 15  
 Total Cost per Home: \$9,462.17  
 Less Main to B-Box cost: -\$2,613.00  
 Recapture Cost per Home: \$6,849.17

\*\* Cost by Unique Plumbing

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Group Exhibit "C"

Written Notice of the Completion of the Project  
and the Final Assessed Reimbursement Fee,  
Issued by the Village

(to be incorporated by reference)

Property of Cook County Clerk's Office  
COOK COUNTY  
RECORDER OF DEEDS

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RECORDER OF DEEDS

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Property of Cook County  
Recorder of Deeds Office



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**ORDINANCE NO. 18-2928**

**VOTE: Passed by an omnibus vote.**

**Voting aye: Trustees Hansen, Tymick,**

**Allen, Rudolph, Siffermann, Tyrrell and**

**President Gallagher.**

**Voting nay: None.**

**DATE: July 23, 2018**

**OTHER: Published in pamphlet form.**

**AN ORDINANCE AMENDING THE WESTERN SPRINGS MUNICIPAL CODE OF 1997, AS AMENDED, TITLE 8 (PUBLIC WAYS AND PROPERTY), CHAPTER 10 (WATER AND SEWER CHARGES REGULATIONS), SECTION 8-10-2 (INITIATING SERVICE), SUBSECTION 8-10-3E (TAP ON FEES FOR NEW CONSTRUCTION, TEAR DOWNS OR MAJOR RENOVATIONS/ADDITIONS FOR CERTAIN 45TH STREET PROPERTIES) AND SUBSECTION 8-10-3F (TAP ON FEES FOR NEW CONSTRUCTION, TEAR DOWNS OR MAJOR RENOVATIONS/ADDITIONS FOR CERTAIN GARDEN AVENUE PROPERTIES), AND TITLE 9 (BUILDING REGULATIONS), CHAPTER 1 (FEE SCHEDULES), ARTICLE A (PERMIT AND REVIEW FEES), SECTION 9-1A-5 (WATER MAIN TAP ON FEE), SUBSECTION 9-1A-5A (WATER MAIN TAP ON FEE GENERALLY), SUBSECTION 9-1A-5B (WATER MAIN TAP ON FEE FOR CERTAIN 45TH STREET PROPERTIES) AND SUBSECTION 9-1A-5C (REIMBURSEMENT FEE FOR CERTAIN GARDEN AVENUE PROPERTIES)**

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs desire to make certain amendments to the regulations of Title 8 (Public Ways and Property), Chapter 10 (Water and Sewer Charges Regulations) and Title 9 (Building Regulations), Chapter 1 (Fee Schedules), Article A (Permit and Review Fees) of the Western Springs Municipal Code of 1997, as amended, that relate to the water service and water tap on fee regulations regarding the 3903 Garden Avenue Property (PIN: 18-06-105-002-0000), the 3909 Garden Avenue Property (PIN: 18-06-105-004-0000) and the 3911 Garden Avenue Property (PIN: 18-06-105-005-0000) (the "3903 Garden / 3909 Garden / 3911 Garden Properties") so that the Village can be reimbursed for paying the cost of connecting and extending one and one-half inch (1.5") private water service lines from the accessible water main line located in the front yard public rights-of-way to each of the existing residences on the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties (the "Project" and the "Code Amendments"); and

**WHEREAS**, there are two (2) separate sets of water main lines that currently exist in the front yard public rights-of-way and in the rear yards of certain residences along Garden Avenue, Rose Avenue and 39th Street. The residences that are adjacent to these water main lines are currently serviced only by private water service lines that connect to the rear yard water main lines, which are old lines and have been covered over or encroached upon by garages and other private structures making water main break repairs a logistical access challenge and a more expensive endeavor for the Village. In addition, these rear yard water main lines are not located in public utility easements; and

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**WHEREAS**, in order to protect the water supply to and the health, welfare and safety of the property owners and the residents of these residences, as part of the Project, the Village, at its cost, intends to abandon in place the rear yard water main and service lines and arrange for the installation of new private water service lines, at the cost of the property owners, to connect the residences to the accessible water main lines located in the front yard public rights-of-way, which will eliminate the logistical access challenges of water main line breaks and the added costs of trying to repair water main line breaks in confined spaces without damaging private garages and other private structures. The Village agrees to waive the permit fees and the water main tap-on fees for the Project and will pay for its contractor to install and connect one and one-half inch (1.5") copper private water service lines from the accessible water mains located in the front yard public rights-of-way to the buffalo boxes in the front yard public rights-of-way of each of the Project properties, including all of the construction costs, tree trimming or removal costs, backfill costs and grass/sidewalk/driveway restoration costs associated with the work performed in the front yard public rights-of-way; and

**WHEREAS**, the Village cannot lawfully pay for the cost of private improvements on private property, such as private water service lines. However, since this Project is being conducted to protect the water supply to and the health, welfare and safety of the property owners and the residents of these residences, the Village can pay to complete the Project, provided that the private property owners who benefit from the Project reimburse the Village for its costs related to the private improvements; and

**WHEREAS**, the following fifteen (15) residences or properties on Garden Avenue, Rose Avenue and 39th Street will be part of the Project:

**Garden Avenue Properties:**

3843 Garden Avenue (PIN: 15-31-304-005-0000); 3901 Garden Avenue (PIN: 18-06-105-001-0000); 3903 Garden Avenue (PIN: 18-06-105-002-0000); 3905 Garden Avenue (PIN: 18-06-105-003-0000); 3909 Garden Avenue (PIN: 18-06-105-004-0000); 3911 Garden Avenue (PIN: 18-06-105-005-0000); 3917 Garden Avenue (PIN: 18-06-105-006-0000); 3921 Garden Avenue (PIN: 18-06-105-007-0000); and 3925 Garden Avenue (PIN: 18-06-105-008-0000).

**Rose Avenue Properties:**

3842 Rose Avenue (PINs: 15-31-304-004-0000); 3900 Rose Avenue (PIN: 18-06-105-009-0000); 3902 Rose Avenue (PIN: 18-06-105-010-0000); 3904 Rose Avenue (PIN: 18-06-105-011-0000); and 3908 Rose Avenue (PIN: 18-06-105-012-0000).

**39th Street Property:**

1430 East 39th Street (PIN: 18-06-105-016-0000);

(collectively the "Project Properties"); and

**WHEREAS**, after several meetings with Village staff and Village consultants to review the Project costs and then assessing their private contractor cost options, twelve (12) residences or properties on Garden Avenue, Rose Avenue and 39th Street decided not to use the Village's contractor and are making arrangements to hire one or more private contractors to install new private water service lines to connect their residences to existing buffalo boxes in the front yard public rights-of-way to obtain water service from the accessible water main lines located in the front yard public rights-of-way and are paying for such work with their own funds; and

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**WHEREAS**, the owners of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties have decided to use the Village's contractor to install new private water service lines to connect their residences to their existing buffalo boxes to obtain water service from the accessible water main lines located in the front yard public right-of-way and agree to pay for such work to be performed by the Village's contractor. Subject to reimbursement by the owners of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties, the Village agrees to pay the costs of such work. The owners of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties, at their own respective cost, are responsible for extending the private water service line into the residence and for any interior plumbing modifications or improvements that are required to accommodate and connect to the new water service line. The repayment of their respective Project costs is set forth in Reimbursement Agreements to be executed by each of the owners of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties and the Village, which create statutory property liens and a contractual reimbursement obligation. The Reimbursement Fee for each private water service line is a "not to exceed" amount equal to Six Thousand Eight Hundred Forty-Nine and 17/100 Dollars (\$6,849.17); and

**WHEREAS**, under the Reimbursement Agreement and the Village Code, as amended by this Ordinance, the owners of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties are required to repay the Village the final assessed Reimbursement Fee under one (1) of three (3) payment options, and in the event any of the owners of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties sells his/her property, the outstanding balance of the final assessed Reimbursement Fee, including accrued interest, shall be paid in full at the closing. Under the three (3) payment options, the final assessed Reimbursement Fee, including accrued interest, shall be paid to the Village by the owner(s) or the successor owner(s) as part of the building permit process at the time any of the owners of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) files a building permit application for new construction, such as a replacement of the principal structure as a result of a tear-down development, or a major renovation or addition is proposed for the principal structure or the construction of a garage; and

**WHEREAS**, as part of a larger scope of Village water system improvements that includes the Project work, the Village will pay for certain improvements to a water main crossing at Flagg Creek (estimated to be \$129,952.50), the installation of water service line tap-on connections and water service lines extending from the water main to the buffalo boxes for all of the Project Properties (estimated to be \$39,195.00) and the abandonment in place of the rear yard water mains (estimated to be \$22,120.00), which are collectively estimated to be Sixty One Thousand Three Hundred Fifteen and 00/100 Dollars (\$61,315.00) (the "Village Share of Project Costs"). Village staff has competitively bid the Project, and, based on the final estimated Project Costs, the final assessed Reimbursement Fee shall be charged to each of the owners of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties (if the final Project Costs are equal to or above the "not to exceed" Reimbursement Fee) or reduced to match the actual Project Costs incurred, if the actual Project Costs are less than the "not to exceed" Reimbursement Fee; and

**WHEREAS**, as part of the public benefit of this Project, the Village further agrees to pay any additional Project Costs that exceed the Reimbursement Fee(s) for the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties. For any other additional or future sewer and water service line connections, the sewer and water tap-on fees (if applicable) and the user and permit fees relating to sewer and water installations and services shall be paid by the owners of the Project Properties based on those charges generally applicable in the Village for similar installations or services at the time that the fees or charges are due. The Village will use Village funds to pay for the Project Costs; and

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**WHEREAS**, the public benefits of completing this Project consist of abandoning in place one (1) old water main line because of the age of the water main line and its location in the private rear yards of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties, which are not easily accessible for repair and maintenance work in all locations, and installing new water service lines for the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties that connect to the water main located in the front yard public rights-of-way, which will increase water pressure and water flow volumes as well as increase the water flow pressure in the fire hydrant system that serves this area; and

**WHEREAS**, at a public meeting held on September 9, 2017 by the Public Works and Water Committee and a public meeting held on June 11, 2018 by the General Government Committee, those Committees considered amending the Municipal Code to implement the below Code amendments and favorably recommended the Code Amendments to the President and Board of Trustees of the Village of Western Springs; and

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs accept the findings and recommendation of the Public Works and Water Committee and the General Government Committee relative to the Code Amendments and incorporate said findings and recommendation into this Ordinance by reference; and

**WHEREAS**, a copy of this Ordinance was hand delivered by the Village to the current owners of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties at least thirty (30) calendar days prior to the approval date of this Ordinance and a copy was mailed by the Village Clerk's Office by Regular United States Mail to the taxpayers of record of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties (only in the event the addresses of the taxpayers of record were different than the common street addresses of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties) at least thirty (30) calendar days prior to the approval date of this Ordinance; and

**WHEREAS**, a copy of this Ordinance has been on file with the Office of the Village Clerk for at least thirty (30) calendar days prior to the approval date of this Ordinance and has, during that time, been available for public use, inspection, and examination. In addition, pursuant to Public Act 92-489, the Director of Community Development or the Village Attorney notified the Illinois Building Commission of these proposed Code Amendments at least thirty (30) calendar days prior to the approval date of this Ordinance; and

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs make the following findings in support of passage of this Ordinance:

- A. The public need and purpose for this Project are that the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties are currently served by aging public water mains located on private property and not within a public utility easement, are not easily accessible in all areas for repairs and are small diameter pipes that limit water pressure and water volume; and
- B. The Village is charging interest to the property owners who choose to repay the Reimbursement Fee under the 36 month repayment plan or at the time of applying for a building permit or at the time of closing on the sale of his/her property because this Project involves the Village's expenditure of public funds for the installation of private water service

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lines. This Project is different than the water main line installation project that resulted in the Tap On Fee assessed to certain 45th Street properties because those 45th Street properties were already connected to functioning water main lines, which were not abandoned in place, and there was no installation by the Village of any private water service lines or other private infrastructure. The Village constructed a new public water main line adjacent to certain 45th Street properties, which will have to pay a Tap On Fee, without accrued interest, at the time of connection; and

- C. This Project is in the best interests of the owners and occupants of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties and is intended to protect the health, welfare and safety of the owners and occupants of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties by ensuring the continued delivery of potable water; and

**WHEREAS**, pursuant to the municipal water system lien authority of Section 11-126-4 of the Illinois Municipal Code (65 ILCS 5/11-126-4) and Title 1 (Administration), Chapter 1 (Official Village Code), Section 1-1-3 (Amendments) of the Western Springs Municipal Code of 1997, as amended, the President and Board of Trustees of the Village of Western Springs find that the below Code Amendments are in the best interests of the village, its residents and the public and approve the amendments to Title 8 (Public Ways and Property), Chapter 10 (Water and Sewer Charges Regulations) and Title 9 (Building Regulations), Chapter 1 (Fee Schedules), Article A (Permit and Review Fees) of the Western Springs Municipal Code of 1997, 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:** Title 8 (Public Ways and Property), Chapter 10 (Water and Sewer Charges Regulations), Section 8-10-3 (Application For Service; Fee; Deposit Required) of the Western Springs Municipal Code of 1997, as amended, shall be further amended update the title of Subsection 8-10-3E (Tap On Fees For New Construction, Tear Downs Or Major Renovations and Additions) so that it reads in its entirety as follows:

**"8-10-3E: TAP ON FEES FOR NEW CONSTRUCTION, TEAR DOWNS OR MAJOR RENOVATIONS AND ADDITIONS FOR CERTAIN 45TH STREET PROPERTIES:"**

**SECTION 3:** Title 8 (Public Ways and Property), Chapter 10 (Water and Sewer Charges Regulations), Section 8-10-3 (Application For Service; Fee; Deposit Required) of the Western Springs Municipal Code of 1997, as amended, shall be further amended by adding a new Subsection 8-10-3F (Tap On Fees For New Construction, Tear Downs Or Major Renovations and Additions For Certain Garden Avenue Properties) that reads in its entirety as follows:

**"8-10-3F: TAP ON FEES FOR NEW CONSTRUCTION, TEAR DOWNS OR MAJOR RENOVATIONS AND ADDITIONS FOR CERTAIN GARDEN AVENUE PROPERTIES: In accordance with Ordinance No. 18-\_\_\_\_\_, the owners of the following properties shall be required to pay the below reimbursement fee ("Reimbursement Fee"), pursuant to one of the below three payment options to be selected by each property owner:**



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Property	PIN	Reimbursement Fee
3903 Garden Avenue	18-06-105-002-0000	"Not to exceed" amount equal to Six Thousand Eight Hundred Forty-Nine and 17/100 Dollars (\$6,849.17)
3909 Garden Avenue	18-06-105-004-0000	"Not to exceed" amount equal to Six Thousand Eight Hundred Forty-Nine and 17/100 Dollars (\$6,849.17)
3911 Garden Avenue	18-06-105-005-0000	"Not to exceed" amount equal to Six Thousand Eight Hundred Forty-Nine and 17/100 Dollars (\$6,849.17)

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

1. The "Payment-In-Full Option" involves payment in full of the final Reimbursement Fee, without any accrued interest due within thirty (30) calendar days of the Village's written notice of the Project completion and final assessed Reimbursement Fee. The failure of a property owner to make a timely payment in full shall automatically default the property owner into the Building Permit Application Payment or Sale/Closing Option.
2. The "36 Month Payment Plan Option" allows the Reimbursement Fee to be paid within a thirty-six (36) month period, with the payment of accrued simple interest at three percent (3.0%) per annum. Interest will start to accrue thirty (30) calendar days after the date of the Village's written notice of the Project completion and final assessed Reimbursement Fee. The first monthly payment will be due on the first day of the month following the date of the Village's written notice of the Project completion and final assessed Reimbursement Fee, and each subsequent monthly payment is due on the first day of each subsequent month. The Village will provide to the Owner a 36 month principal and interest payment schedule. There shall be no pre-payment penalty, and accrued interest shall be prorated on a 1/365th day basis, based on the outstanding balance due, through the date of final payment in full.
3. The "Building Permit Application Payment or Sale/Closing Option" requires the payment of the final assessed Reimbursement Fee at the time that the property owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) applies for a building permit to redevelop with new construction, such as a replacement of the principal structure as a result of a tear-down development, or a major renovation or addition is proposed for the principal structure or the construction of a garage or as otherwise provided in this Section or at the closing in the event the property owner sells the property. The property owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) shall pay the final assessed Reimbursement Fee and shall also pay the water meter fee, the sewer and water tap-on fees, and the user fees relating to sewer and water installations and services for those charges generally applicable in the Village for similar installations or services at the time that the fees or charges are due. The monthly payments, the interest rate, the simple accrual of the interest, no pre-payment penalty and the proration of any interest for this Option



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are the same as in the 36 Month Payment Plan Option above, except that there shall be no limit on duration on the accrual of interest other than the date of payment in full of the Reimbursement Fee and the accrued interest.

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

The estimated Total Water Main and Service Line Improvements Project Costs are \$191,267.50, which includes the Village's payment for the Village will pay for certain improvements to a water main crossing at Flagg Creek (estimated to be \$129,952.50), the installation of water service line tap on connections and water service lines extending from the water mains in the front yard public rights-of-way to the buffalo boxes for all of the Project properties (estimated to be \$39,195.00), and the abandonment in place of the rear yard water mains (estimated to be \$22,120.00). After the Project is completed, if necessary, this Section of the Ordinance will be amended to state the final Reimbursement Fee.

After full payment of the Reimbursement Fee, the Village will file a release of lien and confirmation of payment in full against title to each Subject Property with the Cook County Recorder of Deeds Office. The municipal water system lien authority of the Village is contained in Section 11-126-4 of the Illinois Municipal Code (65 ILCS 5/11-126-4).

Each additional or subsequent water main tap on by the owners of the above listed properties will cost one thousand dollars (\$1,000.00) as set forth in Subsection 9-1A-5A of this Code."

**SECTION 4:** Title 9 (Building Regulations), Chapter 1 (Fee Schedules), Article A (Permit and Review Fees), Subsection 9-1A-5 (Water Main Tap On Fee) of the Western Springs Municipal Code of 1997, as amended, shall be further amended to read in its entirety as follows:

"9-1A-5: WATER MAIN TAP ON FEE:

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- A. General Tap On Fee. One thousand dollars (\$1,000.00) for each; except for the properties listed under subsections B and C below.
- B. Tap On Fee For Certain 45<sup>th</sup> Street Properties. The following properties, ~~each of which~~ shall pay a one-time tap on fee as required by Ordinance No. 04-2307:

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

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

- C. Reimbursement Fee For Certain Garden Avenue Properties. In accordance with Ordinance No. 28, the owners of following properties shall be required to pay a deferred tap on fee ("Reimbursement Fee"), pursuant to one of the below three payment options to be selected by each property owner:

Property:	PIN:	Estimated Deferred Water Main Tap On Fee:
3903 Garden Avenue	18-06-105-002-0000	"Not to exceed" amount equal to Six Thousand Eight Hundred Forty-Nine and 17/100 Dollars (\$6,849.17)
3909 Garden Avenue	18-06-105-004-0000	"Not to exceed" amount equal to Six Thousand Eight Hundred Forty-Nine and 17/100 Dollars (\$6,849.17)
3911 Garden Avenue	18-06-105-005-0000	"Not to exceed" amount equal to Six Thousand Eight Hundred Forty-Nine and 17/100 Dollars (\$6,849.17)

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

1. The "Payment-In-Full Option" involves payment in full of the final Reimbursement Fee, without any accrued interest due within thirty (30) calendar days of the Village's written notice of the Project completion and final assessed Reimbursement Fee. The failure of a property owner to make a timely payment in full shall automatically default the property owner into the Building Permit Application Payment or Sale/Closing Option.
2. The "36 Month Payment Plan Option" allows the Reimbursement Fee to be paid within a thirty-six (36) month period, with the payment of accrued simple interest at three percent (3.0%) per annum. Interest will start to accrue thirty (30) calendar days after the date of the Village's written notice of the Project completion and final assessed Reimbursement Fee. The first monthly payment will be due on the first day of the month

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following the date of the Village's written notice of the Project completion and final assessed Reimbursement Fee and each subsequent monthly payment is due on the first day of each subsequent month. The Village will provide to the Owner a 36 month principal and interest payment schedule. There shall be no pre-payment penalty, and accrued interest shall be prorated on a 1/365th day basis, based on the outstanding balance due, through the date of final payment in full.

3. The "Building Permit Application Payment or Sale/Closing Option" requires the payment of the final assessed Reimbursement Fee at the time that the property owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) applies for a building permit to redevelop with new construction, such as a replacement of the principal structure as a result of a tear-down development, or a major renovation or addition is proposed for the principal structure or the construction of a garage or as otherwise provided in this Section or at the closing in the event the property owner sells the property. The property owner (or any successor owner of record, occupant, developer, builder, lessee/licensee or agent) shall pay the final assessed Reimbursement Fee and shall also pay the water meter fee, the sewer and water tap-on fees and the user fees relating to sewer and water installations and services for those charges generally applicable in the Village for similar installations or services at the time that the fees or charges are due.

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

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the Project is completed, if necessary, this Section of the Ordinance will be amended to state the final Reimbursement Fee.

After full payment of the Reimbursement Fee, the Village will file a release of lien and confirmation of payment in full against title to each Subject Property with the Cook County Recorder of Deeds Office. The municipal water system lien authority of the Village is contained in Section 11-126-4 of the Illinois Municipal Code (65 ILCS 5/11-126-4).

Each additional or subsequent water main tap on by the owners of the above listed properties will cost one thousand dollars (\$1,000.00) as set forth in Subsection 9-1A-5A of this Code."

**SECTION 5:** A certified copy of this Ordinance, and any amendatory Ordinance and any releases of lien and payment in full confirmations, shall be filed against title to each of the 3903 Garden / 3909 Garden Avenue / 3911 Garden Properties identified above with the Cook County Recorder of Deeds Office ("CCRD") by the Village, at the Village's cost. A copy of the CCRD filed-stamped Ordinance or other related documents shall be mailed to each property owner by the Village after the CCRD filing has been performed.

**SECTION 6:** All tables of contents, indexes, and internal references or cross-references to sections that have been deleted or amended by the Code Amendments set forth above shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

**SECTION 7:** All ordinances, codes or regulations or parts of ordinances, codes or regulations, of the Village of Western Springs in conflict with the provisions of this Ordinance are repealed insofar as they conflict herewith.

**SECTION 8:** 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 9:** Except as to the Code Amendments set forth above in this Ordinance, all Chapters and Sections of the Western Springs Municipal Code of 1997, as amended, shall remain in full force and effect.

**SECTION 10:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.

**SECTION 11:** Pursuant to Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4), the President and Board of Trustees of the Village of Western Springs find and decide that it is in the best interests of the Village that the above Code Amendments be in full force and effect immediately upon passage of this Ordinance so that they can be immediately implemented and enforced. The Code Amendments set forth in this Ordinance shall be effective immediately for purposes of implementation and enforcement, as noted above, provided that this Ordinance receives a favorable vote of two-thirds (2/3rds) of the corporate authorities of the Village then holding office.

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PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois at a Regular Meeting thereof, held on the 23rd day of July, 2018, and approved by me as President on the same day.

Alice F. Gallagher  
Alice F. Gallagher, Village President

ATTEST:

Bridget M. Fitzgerald  
Bridget M. Fitzgerald, Village Clerk

This Ordinance was published by me in pamphlet form on the 23rd day of July, 2018.

Bridget M. Fitzgerald  
Bridget M. Fitzgerald, Village Clerk

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