



## AGENDA

### GENERAL GOVERNMENT COMMITTEE

General Government Committee: April 24, 2025 at 7:30 PM  
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

**A. Call to Order**

**B. Approval of Minutes**

1. Meeting Minutes - March 6, 2025
2. Meeting Minutes - April 9, 2025

**C. Public Comment**

**D. New Business**

1. Guac N Taco, 800 Hillgrove Avenue Unit 104 – Amendment to Class H Liquor License and Temporary Use Permit
2. Hillgrove Tap, 800 Hillgrove Avenue Units 101, 102, and 103 – Amendment to Class H Liquor License and Temporary Use Permit
3. Salerno's Pizza & R Bar, 821 Burlington Avenue – Amendment to Class H Liquor License and Temporary Use Permit
4. Cable Channel and Audio Visual Upgrades

**E. Other Business**

1. Resolution to Approve Settlement Documents to Resolve Circuit Court Case No. 13 CH 18362

**F. Schedule Next Committee Meeting**

**G. Adjournment**

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

**GENERAL GOVERNMENT COMMITTEE**  
**March 6, 2025, Meeting Minutes**  
**Village Hall**  
**740 Hillgrove Avenue, Board Room**  
**Western Springs, IL 60558**  
**7:00 p.m.**

Present

Chair Tyrrell, Member Nawrocki, President Rudolph (Ex-Officio Member), Village Manager Ellen Baer, Director Heather Valone, Asst. to Village Manager Daisy Chavez, Village Attorney Anne Skrodzki

Public Participation: Eric Herzog, Resident  
Electronic Participation: None.

Call to Order

Chair Tyrrell moved to open the committee meeting, seconded by Member Nawrocki. The motion passed on a roll call vote. Voting aye: Chair Tyrrell and Member Nawrocki. The General Government Committee meeting was called to order at 7:00 p.m.

Agenda Items

**1. Public Comment**

**2. Approval of Minutes – January 9, 2025 Committee Meeting**

Chair Tyrrell motioned the attached minutes from January 9, 2025 be approved. Trustee Nawrocki seconded the motion.

Voting aye: Chair Tyrrell and Member Nawrocki.

**3. 2025 Western Springs Business Association – Requests for Special Events Liquor License and Temporary Use Permit**

Director Heather Valone provided a summary of the request from the Western Springs Business Association (WSBA) for a special events liquor license and temporary use permit for all their special events planned for 2025.

Chair Tyrrell motioned to recommend approval and move this item to the Village Board for consideration. Trustee Nawrocki seconded the motion.

Voting aye: Chair Tyrrell and Member Nawrocki

**5. Personnel Policy & Procedures Manual Update**

Deputy Village Manager Casey Biernacki presented an updated Personnel Policy and Procedures Manual for the General Government Committee to consider. He outlined the major changes proposed and provided a description of each. The Committee discussed the changes.

Chair Tyrrell motioned to recommend approval and move this item to the Village Board for consideration. Trustee Nawrocki seconded the motion.

Voting aye: Chair Tyrrell and Member Nawrocki

**6. An Ordinance amending Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 8 (Contracts) of the Western Springs Municipal Code.**

Village Manager Ellen Baer and Village Attorney Anne Skrodzki presented proposed changes to the Title 1, Chapter 13, Section 8, to allow for the Village Manager to sign off non-financial contracts without requiring Village Board approval. The Committee discussed the proposed changes and Chair Tyrrell motioned to recommend approval and move this item to the Village Board for consideration. Trustee Nawrocki seconded the motion

Voting aye: Chair Tyrrell and Member Nawrocki

**7. A Resolution approving and authorizing the execution of the Illinois Public Works Mutual Aid Network Intergovernmental Agreement.**

Deputy Village Manager Biernacki outlined a proposed Resolution that would approve a new agreement with the Illinois Public Works Mutual Aid Network (IPWMAN). He explained that the Village has an existing agreement with the agency, but they were updating all of their existing agreements with updated language.

The Committee discussed the proposed changes and Chair Tyrrell motioned to recommend approval and move this item to the Village Board for consideration. Trustee Nawrocki seconded the motion

Voting aye: Chair Tyrrell and Member Nawrocki

**8. Schedule Next Committee Meeting**

The next meeting will be held prior to the Planning & Zoning Committee meeting on April 9, 2025 at 7:00 p.m.

**9. Adjourn**

Chair Tyrrell motioned to adjourn the meeting at 7:16pm. Trustee Nawrocki seconded the motion.

Respectfully submitted,

Deputy Village Manager Biernacki

**GENERAL GOVERNMENT COMMITTEE**  
**April 9, 2025, Meeting Minutes**  
**Village Hall**  
**740 Hillgrove Avenue, Board Room**  
**Western Springs, IL 60558**  
**7:00 p.m.**

Present

Chair Tyrrell, Member Nawrocki, President Rudolph (Ex-Officio Member), Village Manager Ellen Baer, Deputy Village Manager Casey Biernacki, Director Heather Valone, Village Attorney Michael Jurusik

Electronic Participation: None.

Call to Order

Chair Tyrrell moved to open the committee meeting, seconded by Member Nawrocki. The motion passed on a roll call vote. Voting aye: Chair Tyrrell and Member Nawrocki. The General Government Committee meeting was called to order at 7:00 p.m.

Agenda Items

**1. Public Comment**

**2. Approval of Minutes – March 6, 2025 Committee Meeting**

Meeting minutes for March 6<sup>th</sup> were not available and staff indicated they would be included in the agenda packet for the next General Government Committee Meeting.

**3. Amendment to Consulting Services with MGT Impact Solutions, LLC**

Deputy Village Manager Biernacki presented an amendment to an existing agreement with MGT Impact Solutions, LLC to include a Recreation Consultant. He indicated that the agreement remains the same, but an additional exhibit would be included to outline information on Nancy Flores, the individual assigned to this consulting role.

Chair Tyrrell motioned to recommend approval and move this item to the Village Board for consideration. Trustee Nawrocki seconded the motion.

Voting aye: Chair Tyrrell and Member Nawrocki

**4. Bi-Annual Litigation and Claims Update**

Deputy Village Manager Biernacki and Village Attorney Jurusik indicated that a memo was provided to the Committee with information on open and closed IRMA claims and

litigation updates. The Committee indicated they reviewed the memo and did not have any questions.

**5. Schedule Next Committee Meeting**

Director Valone proposed the next meeting will be held prior to the Planning & Zoning Committee meeting on March 24, 2025 at 7:30 p.m. The Committee agreed.

**6. Adjourn**

Chair Tyrrell motioned to adjourn the meeting at 7:10pm. Trustee Nawrocki seconded the motion.

Respectfully submitted,

Deputy Village Manager Biernacki



## AGENDA ITEM SUMMARY

### GENERAL GOVERNMENT COMMITTEE

General Government Committee: April 24, 2025

#### AGENDA ITEM D.1.

**To:** General Government Committee

**From:** Heather Valone, Director of Community Development

**CC:** Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney

**RE:** Guac N Taco, 800 Hillgrove Avenue Unit 104 – Amendment to Class H Liquor License and Temporary Use Permit

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#### **Recommendation**

Consider a recommendation to approve the Amendment to the Class H Liquor License and advance it to the Liquor Control Commission for review and recommendation.

#### **Summary**

##### **Request**

Yerika and Alex Fuentes, owners of the Guac N Taco (the “Applicants”) located at 800 Hillgrove Avenue Unit 104, have submitted a request to amend the existing Class H Liquor License and temporary use permit to increase the number of seats within the outdoor dining area. The expanded area is located within the on-street parking spaces on Hillgrove Avenue directly adjacent to the storefront and is generally requesting a similar approval to what the Village Board had allowed during the COVID-19-19 emergency protocols. During the emergency COVID-19 order, five on-street spaces were used for the outdoor liquor café. The Applicants are requesting the use of three parking spaces. The Applicants were also provided jersey barriers by the Village which were placed and removed in May and November respectively. The Applicants are requesting that the Village continue to provide the barriers and deliver and remove them in May and November.

##### **Background**

On October 28, 2019, the Village Board approved Ordinance 19-2977 (Attachment 1) granting a Class H liquor license and temporary use permit for Guac N Taco for an outdoor dining / liquor café located on the south side of the building within the public sidewalk and pedestrian bump out adjacent to the corner of Wolf Road and Hillgrove Avenues. Figure 1 depicts the original approval for 26 seats within the public sidewalk and bump out area.

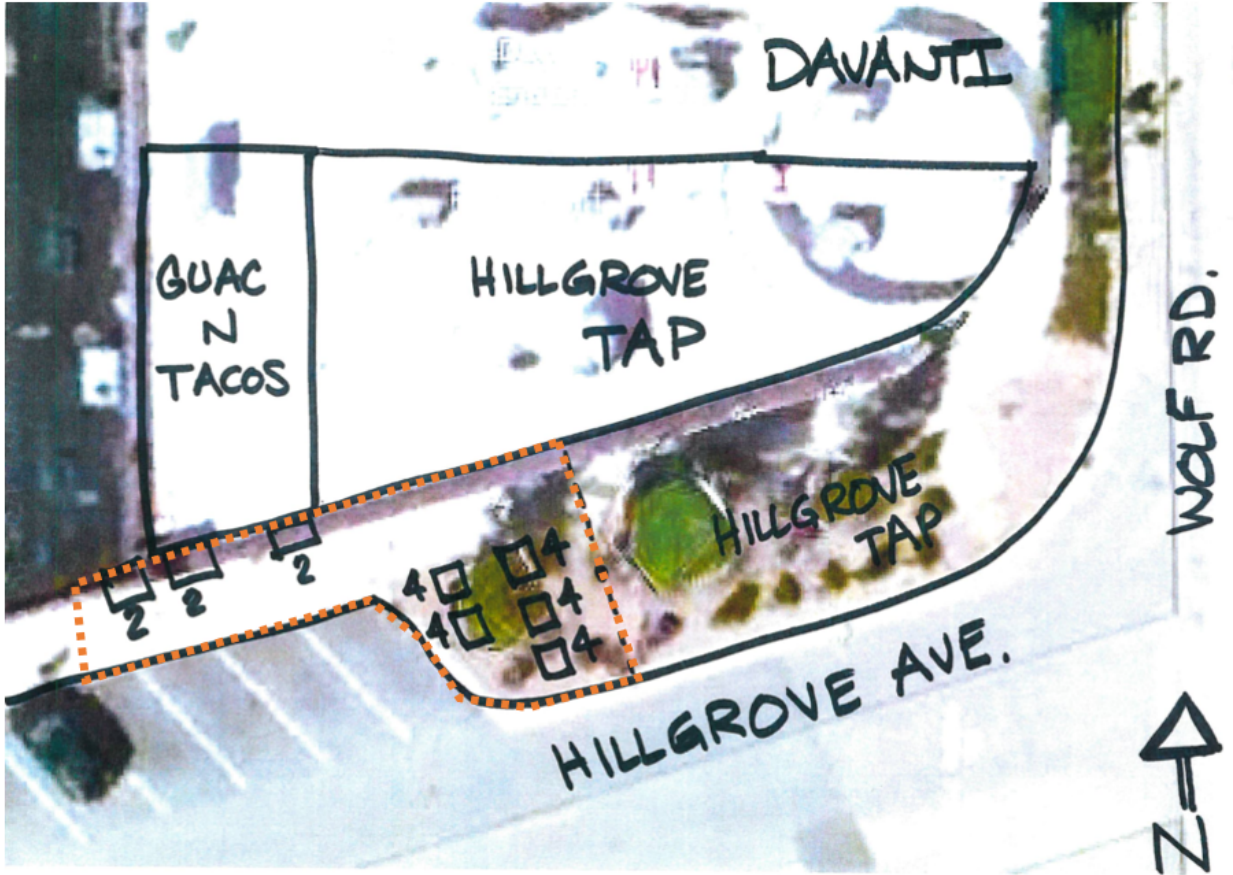


Figure 1 The orange dashed area shows the 2019 approved outdoor café area.

On May 29, 2020, Executive Order 2020-04 was approved by the Village President allowing restaurants and other retail food businesses to operate outdoor cafes and temporary liquor cafes to increase their outdoor seating capacity for customers in compliance with social distancing guidelines. As a result, the Village Board approved a license agreement for Guac N Taco to expand their outdoor seating capacity on May 29, 2020. Figure 2 indicates the permitted expansion area per the approvals. The agreement was valid during the pendency of the disaster proclamation issued by the Governor. The café area was expanded into the on-street parking spaces. The total number of outdoor seats was increased to 62 (26 seats in the 2019 approval and an additional 36 seats within the parking spaces).



**Figure 2** The area outlined in blue shows the expanded area under the COVID-19 Order.

As the disaster proclamation has expired the temporary approvals under the 2020 license agreement are no longer valid. As a result, the Applicants are seeking the amendment to their original 2019 approvals to have additional outdoor seating as proposed in the application submittal package (Attachment 2). The Applicant is requesting the use of three on-street parking spaces within Hillgrove Avenue and the continued use of the Village's jersey barriers (including storage and delivery/removal). The Applicants are proposing no changes to the approvals for the existing seating on the sidewalk and bump out area. The Liquor Commissioner (President Rudolph) reviewed the application submittals and requested to advance the application to General Government Committee (GGC) and Liquor Commission for their reviews and recommendations. Class H License The following is a summary of the Class H License regulations:

- Purpose. The Class H license allows restaurants to permit the sale and consumption of alcoholic beverages within a Village licensed outdoor liquor café operated by the restaurant while patrons are being served a complete meal by the restaurant.
- Rules of Operation: The outdoor café is subject to the rules of operation of the development control ordinance as well as restrictions concerning noise, music, screening, etc. Patrons are prohibited from taking any opened alcoholic beverage outside of the premises, except for a recorked wine bottle that has been sealed in a

carryout bag in accordance with State law. Regular hours of operation are between 11am and 10pm on Sundays through Thursdays and between the hours of 11am and 11pm on Fridays and Saturdays unless the hours are restricted further per the class H license.

- License Fee. The Class H license includes a license application fee of \$500 and an annual license fee of \$150.
- Availability of Food: Patrons shall be served a complete meal by the restaurant when being served alcoholic beverages within a Village licensed outdoor liquor café. All food that is sold or prepared within the licensed premises is subject to all applicable Health Regulations as enforced by the Village, Cook County and the State of Illinois.

### **Recommendation**

If the General Government Committee (GGC) is amenable to the approval of the amendment to the Class H license and temporary use permit for Guac N Taco, a motion can be made to recommend approval and refer the request(s) to the Liquor Commission for discussion on April 30, 2025. The Applicants, Village Attorney, and staff will be available at the GGC meeting to discuss the request and answer any questions that you may have. The draft ordinance and temporary use permit will be provided to the Committee at the April 24, 2025, meeting.

### **Attachments**

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1. Ordinance No. 19-2977 - Amending Title 4: Liquor Control; Chapter 1: Alcoholic Liquor; Section 4-1-10a(8) Of The Western Springs Village Code Of 1997, As Amended, Relative To The Number Of Class "H" (Outdoor Liquor Cafe) Liquor Licenses Which Can Be Issued In The Village Of Western Springs, Cook County, Illinois (Applicant: Guac N Taco) and Temporary Use Permit
2. Applicant Submittal Package

### **Financial Impact**

Information related to cost of the jersey barriers will be provided at the April 24, 2025 meeting.

### **Recommended Motion**

I move to recommend the amended Class H Liquor License and advance it to the Liquor Control Commission for their review and recommendation.

### **Strategic Plan Alignment**

Economic Development.

## **File Attachments**

1. Ordinance No. 19-2977
2. Application Submittal Package

**ORDINANCE NO. 19-2977**

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

**Voting aye: Trustees Chen, Fink, John,**

**Rudolph, Siffermann, Tyrrell and President**

**Gallagher.**

**Voting nay: None.**

**DATE: October 28, 2019**

**OTHER: Published in pamphlet form.**

**AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (APPLICANT: GUAC N TACOS, LLC D/B/A GUAC N TACOS FOR THE OUTDOOR LIQUOR CAFE AREA ADJACENT TO UNIT 104 IN THE 800 HILLGROVE AVENUE BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS).**

**WHEREAS**, Guac N Tacos, LLC d/b/a Guac N Tacos (owner / member: Alejandro Fuentes) (the "Applicant/Owner") filed a liquor license application and the required application fee with the Village of Western Springs ("Village") for a Class "H" (Outdoor Liquor Cafe) Liquor License (the "Application") for purposes of operating an outdoor liquor café in conjunction with the restaurant. The Applicant/Owner plans on operating a restaurant and an outdoor liquor cafe on the real property located adjacent to Unit 104 in the 800 Hillgrove Avenue Building located at 800 Hillgrove Avenue, Western Springs, Illinois (the "Licensed Premises"). The Application is incorporated into this Ordinance by reference; and

**WHEREAS**, at its October 10, 2019 Meeting, the General Government Committee considered the Applicant/Owner's liquor license application for two (2) liquor licenses consisting of a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License and a Class "H" (Outdoor Liquor Cafe) Liquor License, and favorably recommended approval of the creation of the two (2) requested Liquor Licenses; and

**WHEREAS**, the Local Liquor Control Commission (the "Commission") held a public meeting on October 21, 2019 in regard to the Application for the above-described two (2) liquor licenses and issued its Recommendation No. 19-02 relative to the Application on that date. A copy of Recommendation No. 19-02 is incorporated by reference into this Ordinance. The Commission favorably recommended the issuance of a Class "H" (Outdoor Liquor Cafe) Liquor License to the Applicant/Owner, subject to the conditions set forth in Recommendation No. 19-02; and

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs (the "Village Board") find that the Applicant/Owner is eligible to hold the two (2) above-described liquor licenses, and is also in good standing with the Village and the Local Liquor Control Commissioner; and

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

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

**SECTION 1:** The President and Board of Trustees approve an amendment to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A(8) (Limitation on Number of Licenses) of the Western Springs Municipal Code to increase the number of Class "H" (Outdoor Liquor Cafe) Liquor Licenses which can be issued by the Local Liquor Control Commissioner from five (5) to six (6) for purposes of the issuance of a Class "H" (Outdoor Liquor Cafe) Liquor License to Guac N Tacos, LLC d/b/a Guac N Tacos for the operation of a restaurant and outdoor liquor cafe located adjacent to Unit 104 in the 800 Hillgrove Avenue Building located at 800 Hillgrove Avenue, Western Springs, Illinois. Upon issuance of the Class "H" (Outdoor Liquor Cafe) Liquor License by the Local Liquor Control Commissioner, Section 4-1-10A(8) (Limitation on Number of Licenses) of the Western Springs Municipal Code shall be amended as follows:

8. Class H: One (1) liquor license is created for issuance to each person or entity listed below:
- a. Davanti's Western Springs, LLC d/b/a Davanti Enoteca for an outdoor liquor cafe located at Unit 100 in the 800 Hillgrove Avenue, Western Springs, Illinois property.
  - ~~b. Bumba Restaurants, Inc. d/b/a Solstice Restaurant for an outdoor liquor cafe located adjacent to the 800 Hillgrove Avenue Building, 800 Hillgrove Avenue, Western Springs, Illinois.~~
  - b. Hillgrove Tap, LLC d/b/a Hillgrove Tap for an outdoor liquor café located at Unit 101, Unit 102 and Unit 103 in the 800 Hillgrove Avenue Building, 800 Hillgrove Avenue, Western Springs, Illinois.
  - c. Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria & R Bar for an outdoor liquor cafe located at 821 Burlington Avenue, Western Springs, Illinois.
  - d. Western Springs Breakfast, LLC d/b/a Hash Stacks for a restaurant located at 909 Burlington Avenue, Western Springs, Illinois.
  - e. Guac N Tacos, LLC d/b/a Guac N Tacos for a restaurant located adjacent to Unit 104 in the 800 Hillgrove Avenue Building located at 800 Hillgrove Avenue, Western Springs, Illinois.

**SECTION 2:** The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class "H" (Outdoor Liquor Cafe) Liquor License created under Section 1 of this Ordinance to Guac N Tacos, LLC d/b/a Guac N Tacos for the sole purpose of selling and serving alcoholic liquor as part of the operation of an outdoor liquor café, which will operate in conjunction with a full service restaurant, located adjacent to Unit 104 in the 800 Hillgrove Avenue Building located at 800 Hillgrove Avenue, Western Springs, Illinois, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 3.

**SECTION 3:** The Local Liquor Control Commissioner shall not issue the Class "H" (Outdoor Liquor Cafe) Liquor License to Guac N Tacos, LLC d/b/a Guac N Tacos until the following conditions are satisfied, which conditions must be complied with for the duration of the Liquor License (as applicable):

- A. The Applicant/Owner obtains a temporary use permit from the Village for its outdoor liquor café to be located adjacent to Unit 104 in the 800 Hillgrove Avenue Building located at 800

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

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

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

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

E. The following individual shall serve as the initial on-site manager: Alejandro Fuentes.

F. The Applicant/Owner and its on-site managers shall meet periodically with the Local Liquor Control Commissioner, at his/her request, to discuss the retail sale, service and consumption of alcoholic liquor in the outdoor liquor café and shall provide the Commissioner with information relative to its operations upon request.

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

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

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

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

1. All sales, service and consumption of alcoholic liquor pursuant to the Class “H” (Outdoor Liquor Café) Liquor License shall take place within the outdoor liquor cafe.
2. Alcoholic liquor shall be sold and served by the Bassett/TIPS-trained wait staff who are at least 21 years old. The wait staff shall sell and serve alcoholic liquor only to patrons who are 21 years old or older and who are seated at the patron tables within the outdoor liquor cafe.
3. A maximum of nine (9) tables are allowed within the outdoor liquor café.
4. Hours: The operation of the outdoor liquor cafe shall be permitted only between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. The Applicant/Owner offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays. Prior to the opening time and after the closing times listed above, patrons will be allowed to occupy the outdoor liquor café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages, except during brunch service. The Applicant/Owner shall not allow patrons to consume alcoholic beverages in the outdoor liquor cafe outside of the authorized hours of operation. No live entertainment shall be permitted in the outdoor liquor café.
5. The Applicant/Owner agrees to remove all tables, chairs and other appurtenances from the Village’s sidewalk area (the “Licensed ROW Area”) when requested by the Village at any time for governmental purposes such as to allow for snow removal, maintenance or other Village projects.
6. The Applicant/Owner, at its cost, shall comply with the Village Manager’s and the Village Engineer’s written direction relative to the installation and maintenance of a fence or exterior barrier for the outdoor liquor café adjacent to the on-street parking stalls to protect against a motor vehicle from accidentally entering into the outdoor liquor café. The Applicant/Owner, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the outdoor liquor café’s location and operation, including the perimeter fence or barrier for the outdoor liquor café, that are required by the Village Manager and the Village Engineer from time to time for the duration of the Class “H” (Outdoor Liquor Café) Liquor License approved under this Ordinance or any renewal of such License. The above-written direction of the Village Manager and the Village Engineer and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
7. If the Applicant/Owner desires to install temporary electric lighting in the outdoor liquor café, the Village Board, in its discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the outdoor liquor café and not at surrounding properties.
8. The noise from the operation of and patrons of the outdoor liquor café shall be monitored by the owner and on-site manager of the Applicant/Owner as to not become a nuisance to surrounding property owners.

9. No live music is allowed in the outdoor liquor café, but the same music being played in the restaurant may be played through speakers in the outdoor liquor café in a manner that is not a nuisance to surrounding property owners.
10. The assumed name or “doing business as” name and any related signage that is used by the Applicant/Owner shall conform to the applicable regulations of Title 4 (Liquor Control) of the Western Springs Municipal Code.

K. If within ninety (90) calendar days of the approval date of this Ordinance the Local Liquor Control Commissioner has not issued the Class “H” (Outdoor Liquor Cafe) Liquor License to the Applicant/Owner or advised in writing of his/her intention to issue the Class “H” (Outdoor Liquor Cafe) Liquor License upon satisfaction of one or more conditions (e.g., issuance of a temporary use permit for the outdoor liquor cafe), then this Ordinance shall automatically become null and void without any further action or notice by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.

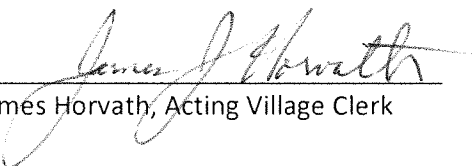
L. The President and Board of Trustees of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on, the Applicant/Owner and its on-site manager(s) relative to its retail sale and service of alcoholic liquor any time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


**SECTION 4:** Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. Except as to the amendments heretofore mentioned, all Chapters and Sections of the Municipal Code of the Village of Western Springs, shall remain in full force and effect.

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

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

**PASSED** by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 28th day of October, 2019, and approved by me as Village President, and attested by the Village Clerk, on the same day.


  
James Horvath, Acting Village Clerk

  
Alice F. Gallagher, Village President

**ACKNOWLEDGEMENT AND CONSENT  
TO THE PROVISIONS OF WESTERN SPRINGS ORDINANCE NO. 19-2977  
AND AGREEMENT TO COMPLY WITH AND FULFILL  
THE CONDITIONS SET FORTH ABOVE IN SECTION 3 OF THIS ORDINANCE**

I, Alejandro Fuentes, have read the conditions set forth in the above-referenced Ordinance, including those contained in Section 3, and agree to be bound by the same.

**Guac N Tacos, LLC d/b/a Guac N Tacos (Applicant/Owner)**

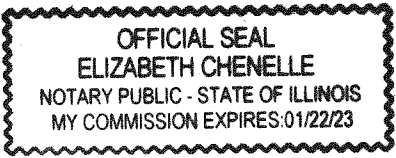
By:   
Alejandro Fuentes, Member

By:   
Notary Public

Date: 11/27/19

Date: 11/27/19

Commission Expires: 01/22/23



Village of Western Springs

Temporary Use Permit For An Outdoor Liquor Café

**Date of Village Board Approval:** October 28, 2019  
**Applicant/Permittee/Business:** Guac N Tacos, LLC d/b/a Guac N Tacos  
**Location:** Public Sidewalk Adjacent to Unit 104 in the 800 Hillgrove Avenue Building located at 800 Hillgrove Avenue, Western Springs, Illinois

**Permit Duration:** From the Approval Date to March 31, 2020

**Permit Conditions:**

- 1. Location:** Permittee shall construct, maintain and operate the outdoor liquor café at the above location in accordance with the outdoor liquor café plan approved by the Village Board on October 28, 2019 and the regulations governing outdoor liquor cafes as set forth in Section 10-4-5(F) of the Western Springs Municipal Code and the LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ. This Temporary Use Permit (“TUP”) allows the Permittee to operate the outdoor liquor café, as provided below.
- 2. Seating:** A maximum of nine (9) tables are allowed within the outdoor liquor café.
- 3. Hours:** The operation of the outdoor liquor cafe shall be permitted only between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. Permittees offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays. Prior to the opening time and after the closing times listed above, patrons will be allowed to occupy the outdoor liquor café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages, except during brunch service. The Permittee shall not allow patrons to consume alcoholic beverages in the outdoor liquor cafe outside of the authorized hours of operation. No live entertainment shall be permitted in the outdoor liquor café.
- 4. Winter Conditions:** Removal of all tables, chairs and other appurtenances from the Village’s sidewalk area (the “Licensed ROW Area”) is required during the months of December, January and February or if required by the Village at any time. The Permittee may temporarily set up the outdoor liquor café during the above months on a temporary basis during special events or during unseasonably warm weather, as approved by the Liquor Commissioner, provided that the Permittee agrees to remove all tables, chairs and other appurtenances when requested by the Village to allow for snow removal, maintenance or other Village projects.
- 5. Exterior Barrier / Planter Plan; Safety Plan:** Permittee shall comply with the exterior barrier / planter installation plan with anchor requirements for the outdoor liquor café (the plan is dated 9/25, 2019, with an updated plan to be filed per the Village plan review and incorporated herein by reference), as approved by the Village Manager and the Village Engineer relative to the installation of an exterior barrier for the outdoor liquor café adjacent to the on-street parking stalls to protect against a motor vehicle from accidentally entering into the outdoor

liquor café. Permittee shall also comply with any modifications to or other safety-related requirements pertaining to the Location and operation of the outdoor liquor café, including the above-mentioned exterior barrier, that are required by the Village Manager and the Village Engineer from time to time for the duration of this Temporary Use Permit or any renewal of such Permit. Regarding the outdoor liquor café and planters:

- a. The planters must be planted and maintained throughout the growing season with high quality, decorative flowers, grasses and other vegetation, and the planters may remain in place during the non-operation period (December through March), provided they are covered with evergreen materials.
  - b. If a planter becomes damaged, the damaged planter shall be replaced prior to continued operation of outdoor dining.
  - c. If the planters must be moved or stored off-site at the request of the Village for whatever reason (i.e., utility maintenance, sidewalk repair), it shall be the sole responsibility of the Permittee, at its cost, to comply with the Village's request to move, store or otherwise relocate the planter within ten (10) calendar days from receipt of written notice. The Village may cause the temporary relocation of any planter in its public rights-of-way (ROW) in emergency situations without such notice.
  - d. Extension cords shall not be permitted to lie on the ground within the Village ROW. Any electrical equipment used within the ROW shall comply with current N.E.C. standards.
  - e. After the approval of this TUP by the Village Board, the Village-approved Site Plan may be altered or amended at any time at the direction of the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Village-approved Site Plan that are required by the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development.
6. **Alcohol:** Retail sale, service and consumption of alcoholic liquor within the outdoor liquor café shall be in accordance with **Western Springs Ordinance No. 19-2977** (Approval of a Class "H" (Outdoor Liquor Cafe) Liquor License) dated October 28, 2019, including each of the conditions set forth in the Ordinance, which is incorporated into this TUP by reference, as well as the other applicable provisions of the Western Springs Liquor Control Ordinance.
7. **Release, Hold Harmless and Indemnification:** Prior to the execution of this Temporary Use Permit, the Permittee shall execute and return to the Village a License and Indemnification Agreement on a Village-approved form and provide proof of insurance as required in the Agreement.
8. **Insurance:** During the term of this TUP, Permittee agrees to have the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents named as additional insureds on its insurance policies related to the operation of the Business and the outdoor liquor cafe for the purposes stated herein. Permittee

shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

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

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

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

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

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

**VILLAGE OF WESTERN SPRINGS**

**APPLICANT / PERMITTEE**

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

By: Alex Fuentes  
Name: ALEX FUENTES  
Title: OWNER

Authorized Corporate Officer

Date: November 5, 2019

Date: NOVEMBER 14, 2019

Date of Permit Issuance: 11/5, 2019  
By: Martin Scott  
Martin Scott, Director of Community Development

Date: 11/5 2019.

**LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY  
RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ  
(Guac N Tacos, LLC d/b/a Guac N Tacos)**

This License Agreement (the "Agreement") has been entered into this 28<sup>th</sup> day of OCTOBER, 2019, by and between the Village of Western Springs, an Illinois municipal corporation (the "Village" or "Licensor") and **Guac N Tacos, LLC d/b/a Guac N Tacos** (the "Licensee") (collectively, the "Parties"), in regard to the following:

**WHEREAS**, the Village is the owner of a certain public sidewalk that is located on property within the corporate boundaries of and controlled by the Village south of and adjacent to Unit 104 in the 800 Hillgrove Avenue Building located at 800 Hillgrove Avenue, Western Springs, Illinois and adjacent to the north side of Hillgrove Avenue in Western Springs, Illinois (the "Licensed ROW Area"), as shown on the map attached hereto as Group Exhibit "A" and made a part hereof; and

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

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

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

**Section 1. Term and Permit Fee.** Subject to the other provisions below, the Licensee may use the Licensed ROW Area in accordance with this Agreement from the Effective Date of this Agreement (defined below at Section 22) **until the Class "H" (Outdoor Liquor Cafe) Liquor License received from the Village either expires or is not renewed.** The Licensee has already paid to the Village a nonrefundable one hundred dollar (\$100.00) permit fee to operate the Outdoor Liquor Café for the initial liquor license period that expires on April 30, 2020.

**Section 2. Condition of Premises.** The Licensee accepts the Licensed ROW Area in its existing condition as of the Effective Date of this Agreement. The Licensee acknowledges that it has inspected the Licensed ROW Area and acknowledges that it is in good condition. The Village makes no representations or warranty with respect to the condition of the Licensed ROW Area. Licensee acknowledges that the Village has made no representations or promises to Licensee to repair, alter, repave or otherwise improve the condition of the Licensed ROW Area.

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

- a. Compliance with all federal, State, county and local laws and regulations pertaining to the serving of food and alcohol. This Agreement does not authorize the sale or service or consumption of alcoholic

- beverages within the Licensed ROW Area or the Outdoor Liquor Café. Even if Licensee has a local liquor license for the Business, Licensee still must apply to the Village and obtain a Class H (Outdoor Liquor Café) License and State liquor license for the Licensed ROW Area and the Outdoor Liquor Café if such a liquor license is available under the Village's Liquor Ordinance. In this case, Licensee has received a Class H (Outdoor Liquor Café) License.
- b. If a Class H (Outdoor Liquor Café) License is issued for the Outdoor Liquor Café by the Village and a State liquor license is issued by the State of Illinois, the regulations of the Village Liquor Control Ordinance, as amended, and the State Liquor Control Act of 1934, as amended, that are applicable to the service, consumption and retail sale of alcoholic liquor shall apply within the Licensed ROW Area and Outdoor Liquor Café and shall apply to all customers located in the Licensed ROW Area and Outdoor Liquor Café.
  - c. **Per Section 10-4-5F of the Municipal Code, the Outdoor Liquor Café may operate during the months of December, January and February, upon request and approval of the Liquor Commissioner, in any calendar year, weather permitting, provided that the Licensee agrees to remove all tables, chairs and other appurtenances when requested by the Village to allow for snow removal, maintenance or other Village projects.**
  - d. Hours: The operation of the Outdoor Liquor Café shall be permitted only between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. Licensees offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays. Prior to the opening time and after the closing times listed above, patrons will be allowed to occupy the Outdoor Liquor Café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages, except during brunch service. The Licensee shall not allow patrons to consume alcoholic beverages in the Outdoor Liquor Café outside of the authorized hours of operation.
  - e. No food may be stored, cooked or otherwise prepared in the Outdoor Liquor Café. No live entertainment shall be permitted in the Outdoor Liquor Café.
  - f. There shall be no bus tubs or plate carts or racks stationed in the Licensed ROW Area or the Outdoor Liquor Café.
  - g. Each evening the Licensed ROW Area and the Outdoor Liquor Café shall be swept clean of any debris and all tables and chairs shall be consolidated in a neat and orderly manner.
  - h. At least three times per week (and when requested by the Community Development Director), the Licensed ROW Area and the Outdoor Liquor Café shall be powerwashed by Licensee to remove any food or drink residue or other debris.
  - i. Licensee may not service or refuse to continue to serve any customers who create excessive noise or whose behavior is disruptive to the residents and other businesses in the immediate area.
  - j. The Temporary Use Permit for the Outdoor Liquor Café is subject to annual review, renewal is in the sole discretion of the Corporate Authorities of the Village, and such Permit may be revoked at any time upon thirty (30) calendar days written notice or the permit may be revoked immediately if the health, welfare and safety of the public warrants revocation.
  - k. Licensee shall repair or replace any portions of the Licensed ROW Area damaged by Licensee, its employees, agents or customers. Licensee shall give written notice to the Village Manager of any damage caused to the Licensed ROW Area or of any claims, demands or lawsuits received by the Licensee relative to the Licensed ROW Area or the Outdoor Liquor Café. The written notice shall be delivered to the Village Manager within twenty-four (24) hours of Licensee or its employees or agents learning of such damage or receiving such claims, demands or lawsuits.

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

Agreement. The Village may direct Licensee to make such repairs and restorations as the Village deems necessary in order to so restore the Licensed ROW Area to its previous condition.

**Section 5. Interference.** Licensee represents and warrants that its use of the Licensed ROW Area shall not interfere in any way with the use of the remaining public ROW owned by the Village or any other government body. Licensee shall maintain, adjacent to the Outdoor Liquor Café area and within the Licensed ROW Area, a public or combined private and public sidewalk of no less than five (5) feet clear of all obstructions (i.e., tables, chairs, street lighting, benches, trees, etc.). Licensee agrees that, upon written notice of a failure to maintain an unobstructed or insufficient adjacent public ROW, Licensee shall have twenty-four (24) hours in which to remedy such interference or insufficiency. Upon a failure to remedy such interference or insufficiency within said twenty-four (24) hour period to the satisfaction of the Village, this Agreement may be immediately terminated by the Village Manager, in his/her discretion, and the Village may demand the immediate cessation of all Outdoor Liquor Café activities on the Licensed ROW Area. If the use of the Licensed ROW Area for Outdoor Liquor Café purposes interferes with a public event planned on the public ROW, the public event shall take precedence. The Village shall endeavor to notify the Licensee thirty (30) calendar days in advance of the scheduled event that will require the use of the public ROW being used by Licensee.

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

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

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

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

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

- a. Comprehensive General Liability (\$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate).
- b. Umbrella Coverage (\$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate).

- c. Workers Compensation – Statutory.
- d. Dram Shop Coverage – Statutory (or at least \$1,000,000.00 minimum limit per Section 4-1-20 (Insurance Requirements) of the Municipal Code).

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

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

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

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

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

**Section 13. Non-Waiver.** Failure by Licensee or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Licensee and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

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

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

**Section 16. Notices.** Any notice which the Village or the Licensee may be required or is required to give shall be given by hand delivery or mailing the same, by United States Registered or Certified Mail, postage prepaid, to

Licensee at the Business adjacent to the Licensed ROW Area, or to the Village at 740 Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558, or at such other places as may be designated by the Parties from time to time.

**Section 17. Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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

**Section 19. Venue.** The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the personal jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

**Section 20. Complete Defense.** It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Licensee, Business or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

**Section 21. Authority to Bind.** The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

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

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

**VILLAGE OF WESTERN SPRINGS**  
By: Alice Gallagher  
Name: ALICE F. GALLAGHER  
Village President  
Date: November 5, 2019

**LICENSEE: Guac N Tacos, LLC d/b/a Guac N Tacos**  
By: Alex Fuentes  
Name: ALEX FUENTES  
Title: OWNER  
Authorized Corporate Officer  
Date: NOVEMBER 14, 2019

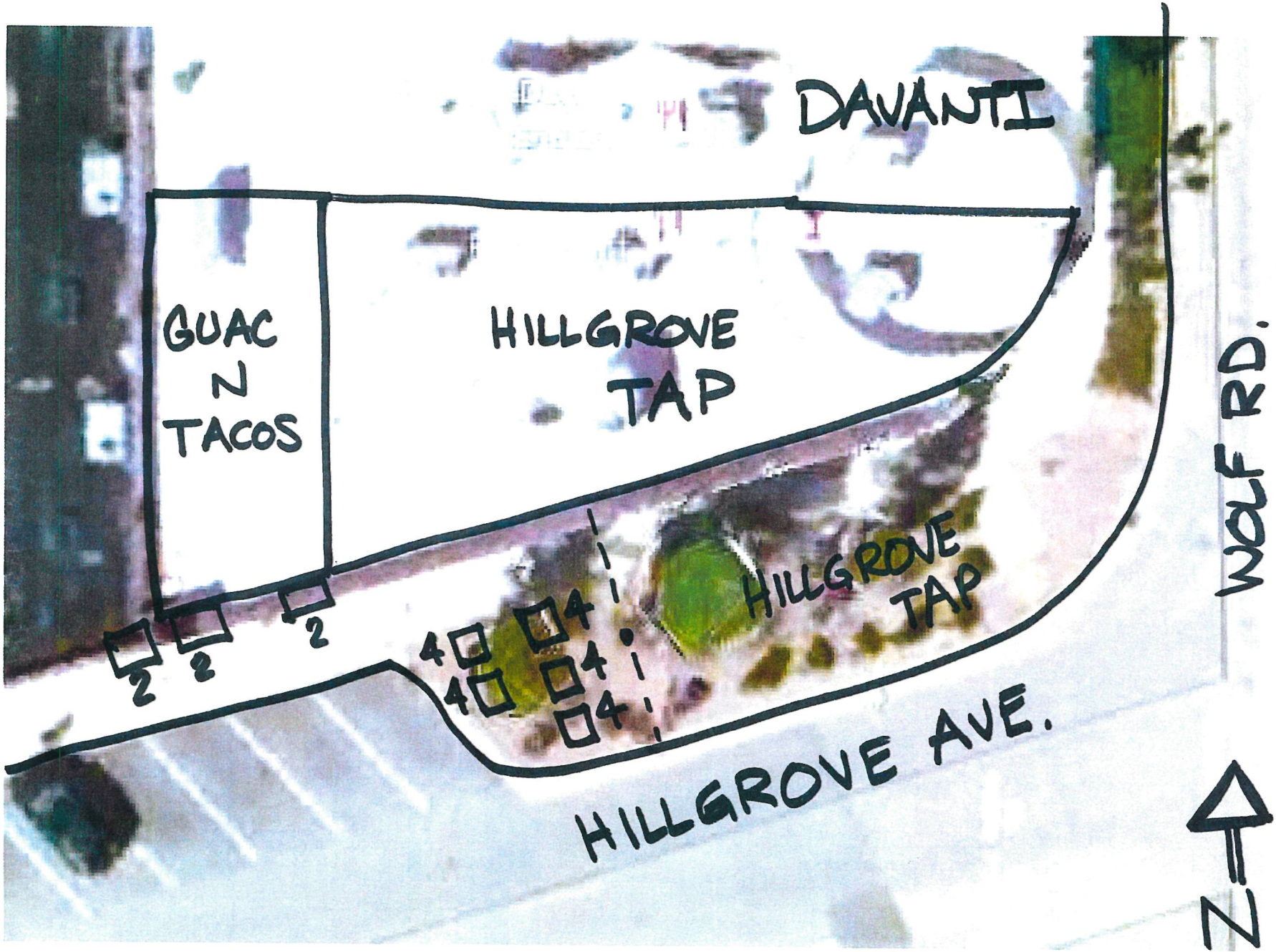
**Group Exhibit "A"**

**Map of Licensed ROW Area**

**and**

**Site Plan**

**(attached)**



9/25/19

EXHIBIT "A"

Exhibit "B"

**Village Temporary Use Permit for  
ROW Area for Outdoor Liquor Café**

(attached)

**Exhibit "C"**

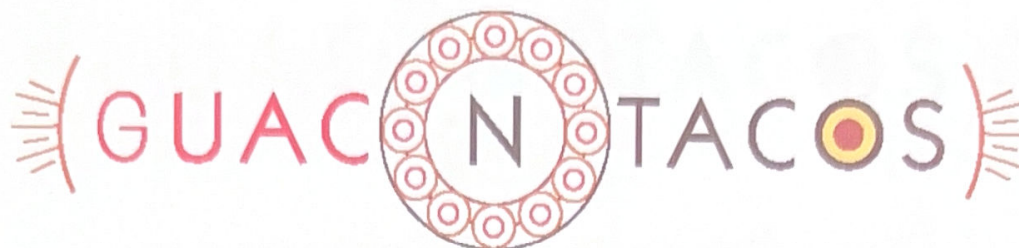
**Other Governmental Body Approval  
of Use of ROW Area for Outdoor Liquor Cafe**

(NONE or attached)

**Exhibit "D"**

**Insurance Certificate(s)**

(attached)



800 Hillgrove Ave, Western Springs, IL 60558, Tel (708) 505-4555  
www.guacntacos.com

Yerika Fuentes

598 W. Lorraine Ave

708-829-3692

[info@guacntacos.com](mailto:info@guacntacos.com)

3-27-25

Subject: Amendment to Class H Liquor License for Gauc N Tacos, 800 Hillgrove Ave.  
Unit# 104

Dear Liquor Control Commission

Gauc N Tacos was approved for an outdoor liquor café in 2019 for eight tables between the sidewalk along the building and within the bump out area shared with Hillgrove tap. Five of the eight tables with four seats each were approved in the bump out area. The remaining three tables with two seats each were approved within the sidewalk.

In 2020, Gauc N Taco were granted temporary approval to expand the dining area into five parking stalls with nine additional tables. The Village provided jersey barriers to secure the five parking spaces. These barriers have been delivered and removed annually since 2020. These temporary approvals expired with the end of the emergency protocols for the COVID -19 pandemic.

Gauc N Taco is requesting to permanently expand the outdoor liquor café to three parking spaces. Six tables with four seats each are proposed. These six tables would be in addition to the eight tables that are on the bump out and sidewalk area. Gauc N Taco is also requesting that the Village continue to supply, store, and move the jersey barriers.

Thank you,

*Yerika Fuentes*  
Yerika Fuentes

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

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

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

DATE: 3-11-25

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

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

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

The undersigned (an owner), Yerika & Alex Fuentes (name), \_\_\_\_\_  
 (title) of \_\_\_\_\_ d/b/a Giventalo (business name and assumed name) makes application for a Class H liquor  
 license, at the address of 800 Hillgrove Ave for the period ending March 31, 2026, and tenders the sum of  
 \$ 500, the prescribed fee as set forth in the following:

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

\* There is no special event license application fee for the holder of an existing Village-issued liquor license.  
 \*\* The above \$100 fee is a "renewal application fee" payable by an applicant in subsequent years to renew a special event license. For each special event license (5 or fewer events in one calendar year), there is a \$25 per event fee, and for each additional event after the 5th event in one calendar year, there is a \$15 per event fee.  
 \*\*\* Class "N" fees are higher for those entities not currently holding a liquor license issued by the Village of Western Springs. Consult the Village Code for current fees.

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

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

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

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

- A. Name: Yerika Fuentes  Male  Female:  
 B. Mailing Address: 800 Hillgrove Ave, Western Springs  
 C. Address at Residence: [REDACTED]  
 D. Home Phone No.: [REDACTED] Cell: \_\_\_\_\_  
 E. Work Phone No.: [REDACTED] Pager: \_\_\_\_\_  
 F. Citizenship Status: [REDACTED]  
 G. If naturalized citizen, time and place of naturalization: \_\_\_\_\_  
 H. Place of Birth: [REDACTED]  
 I. Driver's License Number: [REDACTED]  
 J. Height: [REDACTED]  
 K. Weight: [REDACTED]  
 L. Color of eyes: [REDACTED]  
 M. Color of hair: [REDACTED]  
 N. Social Security number: [REDACTED]  
 O. Vehicles owned with registration numbers: \_\_\_\_\_  
 P. Other home addresses within the last 5 years:

Street Address	City, State, ZIP	Dates	
		From	To
<u>[REDACTED]</u>	<u>[REDACTED]</u>		

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

Business Name: Guac N Tacos  
 Address: 800 Hillgrove Ave #109 Phone Number: 708 505 4555  
 Dates owned: From: \_\_\_\_\_ To: \_\_\_\_\_  
 Describe any liquor license incident requiring police intervention:

State liquor license #: 1A 1143507 Date of license: 8-12-24 to 9/30/25  
 Municipal liquor license #: 15 828 Date of license: 101-25 to 12/31/27  
 Name, address and telephone number of municipality issuing liquor license: Western Springs

R. Has any of the Applicant's liquor licenses ever been suspended or revoked? If so, explain: N/A

S. State your relationship to the business for which the license is sought. Manager Owen

2. Description of the premises at which business will be operated. Additionally, attach a floor plan or site plan  
Total square feet: 2000 Bar area Sq. Ft.: N/A Kitchen area Sq. Ft.: 500  
No. of tables: 12 table in Type of food served: \_\_\_\_\_  
No. of parking spaces: \_\_\_\_\_

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

4. Name of corporation to which license is to be issued. \_\_\_\_\_

5. Name, address and phone number under which the licensed business will be operated.  
Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

6. Does the Applicant own the building or the space in which the business is located?  Yes  No  
[Attach/include proof of ownership (e.g., a deed) to this Application].

7. Does the Applicant lease the building or the space in which the business is located?  Yes  No  
The expiration date of the Lease is: Nov 1 2029 [Attach a certified copy of Lease to this Application].

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

9. Is any school (other than an institution of higher learning), hospital, home for the aged or indigent persons or for veterans, their spouses, or children within 100 feet of the center of the proposed licensed premises?  
 Yes  No

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

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

Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

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

13. Date of incorporation or organization of your company: \_\_\_\_\_  
*(As applicable, attach a copy of the Articles of Incorporation, Articles of Organization, Shareholders Agreement, Operating Agreement and Partnership Agreement).*

14. If the Applicant is a corporation or a limited liability company, has it ever been dissolved, either voluntarily or involuntarily?  Yes  No  
If so, state the date of reinstatement: \_\_\_\_\_  
\_\_\_\_\_

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

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

Name: _____	Address: _____	Office Held: _____
Date of Birth: _____	SS#: _____	Phone No.: _____
Name: _____	Address: _____	Office Held: _____
Date of Birth: _____	SS#: _____	Phone No.: _____
Name: _____	Address: _____	Office Held: _____
Date of Birth: _____	SS#: _____	Phone No.: _____

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

Name: _____	Address: _____	% of Stock: _____
Date of Birth: _____	SS#: _____	Phone No.: _____
Name: _____	Address: _____	% of Stock: _____
Date of Birth: _____	SS#: _____	Phone No.: _____

18. Is the Applicant a subsidiary of a parent corporation?  Yes  No  
If so, state the name, address and telephone number of the parent corporation. *(The Local Liquor Control Commission has the right to require that the parent company complete and submit this Application).*  
Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone No: \_\_\_\_\_

19. Is the Applicant obligated to pay a percentage of profits to any person or entity not listed in Question Numbers 17 and 18?  Yes  No  
If so, explain and identify the name, address and telephone number of such persons or entities: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone No: \_\_\_\_\_

20. Has the Applicant or any person listed in Questions Numbers 17 or 18 or any of your managers ever held another liquor license in the United States?  Yes  No  
If so, state the dates, city and state of each license:  
License Holder: \_\_\_\_\_ Date: \_\_\_\_\_  
City and State: \_\_\_\_\_  
License Holder: \_\_\_\_\_ Date: \_\_\_\_\_  
City and State: \_\_\_\_\_

21. Has the Applicant or any person listed in Question Numbers 17 or 18 or any of your managers ever been denied a liquor license from any jurisdiction?  Yes  No  
If so, state the date of particulars: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

23. Other than when making an initial application for a license, has the Applicant or any predecessor to or subsidiary or corporate parent entity of the Applicant ever been subject to charges, hearing violations, or citations of the "State Liquor Control Act of 1934" and any local liquor ordinance with respect to a liquor license?  Yes  No  
If yes, please state the following:  
Previous Licensor: \_\_\_\_\_ Licensee Name(s): \_\_\_\_\_  
Licensee(s) Address: \_\_\_\_\_  
Address of Licensed Premises: \_\_\_\_\_  
Names of the licensed establishment and the date or dates of such revocation or suspension: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

Name of Person: \_\_\_\_\_ Charge: \_\_\_\_\_

Date: \_\_\_\_\_ City and State: \_\_\_\_\_

Disposition: \_\_\_\_\_

Name of Person: \_\_\_\_\_ Charge: \_\_\_\_\_

Date: \_\_\_\_\_ City and State: \_\_\_\_\_

Disposition: \_\_\_\_\_

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

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

The Applicant's Federal Employer Identification Number (FEIN): \_\_\_\_\_

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

If the answer is "Yes," explain: \_\_\_\_\_  
\_\_\_\_\_

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

Yes  No

If yes, state the office and unit of government: \_\_\_\_\_  
\_\_\_\_\_

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

If yes, state the particulars: \_\_\_\_\_  
\_\_\_\_\_

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

Yes  No

If yes, name the person, title and agency:

Person: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_

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

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

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

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

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

If yes, state the reasons \_\_\_\_\_  
\_\_\_\_\_

35. State the value of goods, wares and merchandise to be used in the business that are purchased and on hand at this time: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

Yes  No

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

38. Pursuant to Title 4, Chapter 1, Section 15 of the Western Springs Municipal Code, no license shall be issued if any of the below statements cannot be answered in the affirmative by the Applicant. By signing this Application, the Applicant affirmatively states that the Applicant is:
- A. A person who is a resident of the Village (unless Subsections J, K or L apply).
  - B. A person of good character and reputation in the community in which he or she resides.
  - C. A person who is a citizen of the United States.
  - D. A person who has not been convicted of a felony under any federal or state law, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
  - E. A person who has not been convicted of being the keeper of or is not keeping a house of ill fame.
  - F. A person who has not been convicted of pandering, sexual molestation or other crime or misdemeanor opposed to decency and morality.
  - G. A person whose license to sell alcoholic liquor, whether issued under this Chapter or by any other governmental entity, has not been revoked for cause.
  - H. A person who at the time of application for renewal of license issued hereunder would be eligible for such license upon a first application.
  - I. A partnership, and all of the partners of such partnership qualified to obtain a license as individuals except for reason of residency.
  - J. A copartnership, if any general partnership thereof, or any limited partnership thereof, owning more than 5% of the aggregate limited partner interest in such copartnership would not be eligible to receive a license hereunder for any reason other than residence within the Village.
  - K. A corporation where:
    - (i.) No officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five percent (5%) of the stock of such corporation, is ineligible to receive a license hereunder for any reason other than citizenship and residency; and
    - (ii.) It is incorporated in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois, it is in good standing under the state of incorporation.
  - L. A limited liability company where:
    - (i.) No officer, manager or director owning more than 5% of the aggregate ownership interest in such company is ineligible to receive a license hereunder for any reason hereunder other than citizenship and residency; and
    - (ii.) It is organized in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign limited liability company which is qualified under Illinois law to transact business in Illinois, it is in good standing under the state of organization.
  - M. A person whose place of business is conducted and physically controlled and operated by a manager or agent and such manager or agent possesses the same qualifications required of an individual licensee hereunder.
  - N. A person who has not been convicted of a violation of any federal or state law concerning the sale or use of illegal drugs, or the manufacture, possession or sale of alcoholic liquor, or has not forfeited his bond to appear in court to answer charges of any such violation, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
  - O. A person who either owns the premises (or the beneficial interest in a land trust owning the premises) for which a license is sought, or has a lease thereon for the full period for which the license is to be issued.

- P. A person who is a beneficial owner of the business to be operated by the licensee.
- Q. A person who is not a law enforcing public official, the village president, member of the board of trustees, member of the local liquor control commission or any other elected public official, unless said applicant is a member of the board of trustees (except for the village president who serves as the local liquor commissioner) who seeks a license in relation to premises that are located within the Village, provided (i) the sale of alcoholic liquor pursuant to the license is incidental to the selling of food, (ii) the issuance of the license is approved by the State Commission, (iii) the issuance of the license is in accordance with all applicable local ordinances in effect where the premises are located, and (iv) the official granted a license does not vote on alcoholic liquor issues pending before the Village Board.
- R. A person or entity to whom a federal wagering stamp has not been issued by the federal government for the current tax period unless the person or entity is eligible to be issued a license under the Raffles Act or the Illinois Pull Tabs and Jar Games Act.
- S. A person who has not been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.
- T. A person who is twenty-one (21) years of age or older.

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

- A. The Applicant has not been convicted of a felony or any other offenses prohibited under Title 4 of the Western Springs Municipal Code.
- B. The Applicant will not violate any of the laws of the Village, the State or of the United States in the conduct or operation of the place of business to be licensed.

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

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

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

**SPECIAL EVENT RIDER**

**THE APPLICANT SHALL COMPLETE THIS SPECIAL EVENT RIDER AS PART OF THE APPLICATION FOR A SPECIAL EVENT LICENSE.**

**1. Pre-Application Review:**

A. Did you request a Pre-Application Review?      Yes    No

B. Did you submit a pre-application letter (as well as other documents) to the Local Liquor Control Commissioner?  
 Yes    No

*If yes, attach a copy of the submittal to this Rider.*

C. Did you meet with the Local Liquor Control Commissioner as part of the Pre-Application Review?      Yes    No

D. Did you receive any correspondence from the Local Liquor Control Commissioner or any Village personnel regarding the Pre-Application Review?      Yes    No

*If yes, attach a copy of the correspondence to this Rider.*

2. **Location:** *Attach a diagram or site plan for the special event location, including the locations of any alcoholic beverage tents, individual retail sales/tasting booths or an alcoholic beverage sales/consumption areas, the size, internal set up, fence requirements and designated security entrance and exit points for patrons and minors.*

3. **Security for Outdoor Alcoholic Beverage Tent and Alcoholic Beverage Sales/Consumption Area:** Describe the security measures to be employed in regard to the operation of the alcoholic beverage tent and/or alcoholic beverage sales/consumption area with respect to minors and adults who enter these areas:

*I will have information of permitted area)*

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4. **Music:** Are you planning to have amplified music or live music or other forms of music entertainment at an outdoor special event?      Yes    No

If yes, describe the sound system, the type of music (live, amplified, other) and location of the musicians and sound equipment:

*N/A*

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5. **Signage:** Are you planning to post any advertising signs that relate to the sale of beer, wine or other alcoholic liquor within the alcoholic beverage tent or alcoholic beverage sales/consumption area? If so, please attach copies of the proposed signs.

6. **Number of Events:** Identify the number of special events you plan to conduct in the current calendar year, specify the dates of each event and state the name of each event.

*N/A*

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7. **State and Village Licenses:** Attach proof of application for or receipt of all other required Village and State licenses, including a State special event liquor license or similar approval.

8. **Insurance:** Attach an insurance certificate or binder for the required insurance coverage as required by Section 4-1-20 of the Liquor Control Ordinance.

9. **License and Indemnification Agreement:** Attach a signed and dated License and Indemnification Agreement (Village-approved form).

10. **Additional Municipal Services:** Identify any municipal services, such as police, fire, emergency medical services and public works personnel and services that are requested for the special event.

*Request to use the barrage please*

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**SIGNATORY PAGE**

Corporate Seal  
(If applicant is corporation)

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

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

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

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

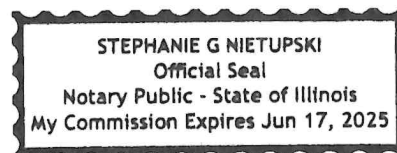
Jerick Pruitts  
APPLICANT

Subscribed and Sworn to before me this 17 day of March, 2025

Stephanie G Nietupski  
NOTARY PUBLIC

APPLICATION APPROVED:

\_\_\_\_\_  
Local Liquor Control Commissioner



Date: \_\_\_\_\_

9/25/19

EVAIRIT "A"

WOLF RD.



DAVANTI

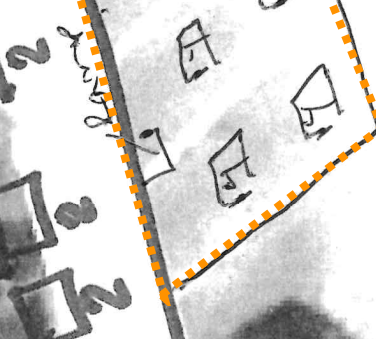
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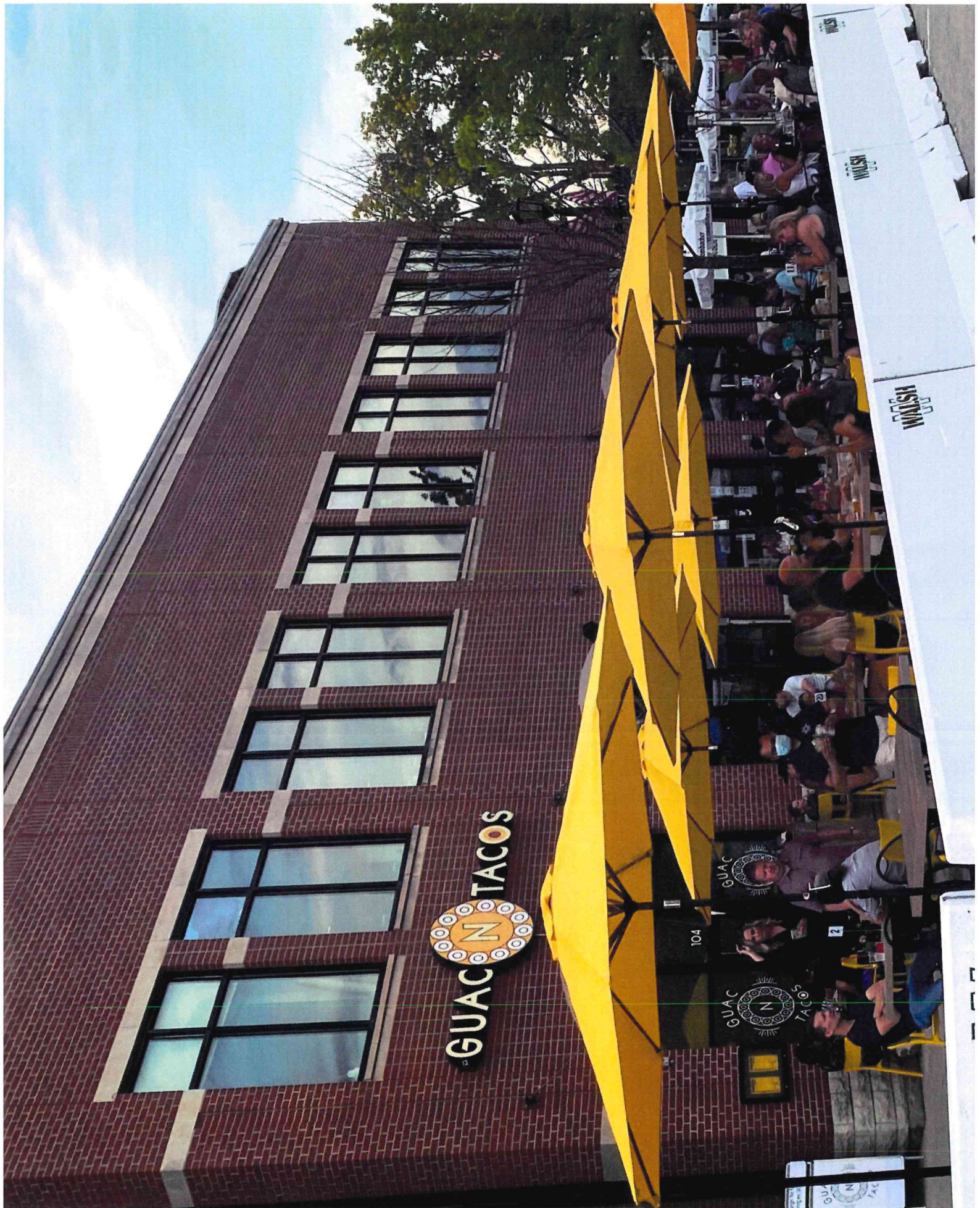
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## AGENDA ITEM SUMMARY

### GENERAL GOVERNMENT COMMITTEE

General Government Committee: April 24, 2025

#### AGENDA ITEM D.2.

**To:** General Government Committee

**From:** Heather Valone, Director of Community Development

**CC:** Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney

**RE:** Hillgrove Tap, 800 Hillgrove Avenue Units 101, 102, and 103 – Amendment to Class H Liquor License and Temporary Use Permit

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#### Recommendation

Consider a recommendation to approve the Amendment to the Class H Liquor License and advance it to the Liquor Control Commission for review and recommendation.

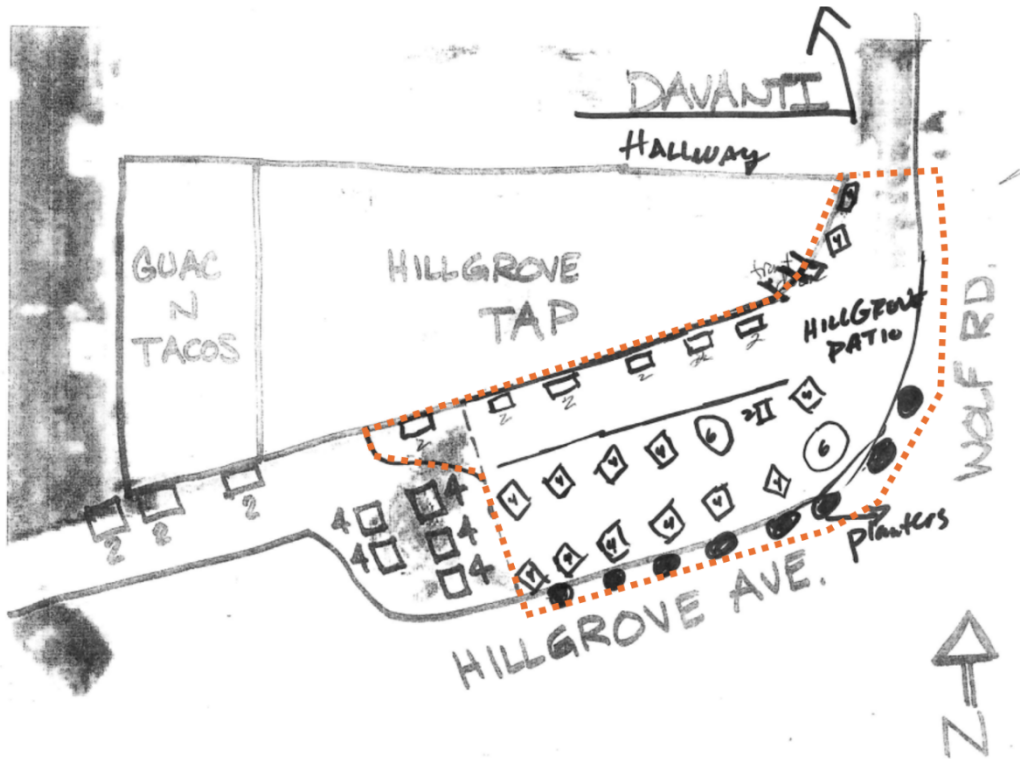
#### Summary

##### **Request**

Christopher Elsey, owner of the Hillgrove Tap (the “Applicant”) located at 800 Hillgrove Avenue Units 101, 102, and 103, have submitted a request to amend the existing Class H Liquor License and temporary use permit to increase the number of seats within the outdoor dining area. The expanded area is located within bump out directly adjacent to the intersection of Wolf Road and Hillgrove Avenues directly adjacent to the storefront. The original Hillgrove Tap occupied only a portion of the area it occupies now. With the expansion of the interior space into multiple storefronts, the outdoor liquor café grew to include most of the bump out area. The Applicant is looking to amend the liquor café approval to match the existing outdoor liquor café area.

##### **Background**

On June 15, 2015, the Village Board approved Ordinance No. 15-2809 (Attachment 1) granting a Class H liquor license and temporary use permit for Hillgrove Tap for an outdoor dining / liquor café located on the south side of the building within the public sidewalk and pedestrian bump out adjacent to the corner of Wolf Road and Hillgrove Avenues. The ordinance allowed for a maximum of 12 tables. As Hillgrove Tap expanded the interior area to include unit 103, the outdoor café grew to 22 tables with 76 seats. Figure 1 includes the requested café layout. As a result, the Applicant is seeking the amendment to their original 2019 approvals to have additional outdoor seating as proposed in the application submittal package (Attachment 3). The Applicant is requesting to match the liquor café license to the existing outdoor dining area.



**Figure 1** The dashed orange line depicts the extended liquor café area.

The Liquor Commissioner (President Rudolph) reviewed the application submittals and requested to advance the application to General Government Committee (GGC) and Liquor Commission for their reviews and recommendations.

### **Class H License**

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

- Purpose. The Class H license allows restaurants to permit the sale and consumption of alcoholic beverages within a Village licensed outdoor liquor café operated by the restaurant while patrons are being served a complete meal by the restaurant.
- Rules of Operation: The outdoor café is subject to the rules of operation of the development control ordinance as well as restrictions concerning noise, music, screening, etc. Patrons are prohibited from taking any opened alcoholic beverage outside of the premises, except for a recorked wine bottle that has been sealed in a carryout bag in accordance with State law. Regular hours of operation are between 11am and 10pm on Sundays through Thursdays and between the hours of 11am and 11pm on Fridays and Saturdays unless the hours are restricted further per the class H license.
- License Fee. The Class H license includes a license application fee of \$500 and an annual license fee of \$150.
- Availability of Food: Patrons shall be served a complete meal by the restaurant when being served alcoholic beverages within a Village licensed outdoor liquor café. All food

that is sold or prepared within the licensed premises is subject to all applicable Health Regulations as enforced by the Village, Cook County and the State of Illinois.

### **Recommendation**

If the General Government Committee (GGC) is amenable to the approval of the amendment to the Class H license and temporary use permit for Hillgrove Tap, a motion can be made to recommend approval and refer the request(s) to the Liquor Commission for discussion on April 30, 2025.

The Applicant, Village Attorney, and staff will be available at the GGC meeting to discuss the request and answer any questions that you may have. The draft ordinance and temporary use permit will be provided to the Committee at the April 24, 2025, meeting.

### **Attachments**

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1. Ordinance No. 15-2809 - Amending Title 4 (Liquor Control), Chapter 1(Alcoholic Liquor), Section 4-1-10a(8) (Limitation On Number Of Licenses) Of The Western Springs Village Code Of 1997, As Amended Relative To The Number Of Class "H" (Outdoor Liquor Café) Liquor Licenses, Which Can Be Issued In The Village Of Western Springs Cook County, Illinois (Hillgrove Tap, LLC D/B/A Hillgrove Tap At Unit #101 And Unit #102 In The 800 Hillgrove Avenue Building).
2. Applicant Submittal Package

### **Financial Impact**

None.

### **Recommended Motion**

I move to recommend the amended Class H liquor License and advance it to the Liquor Control Commission for their review and recommendation.

### **Strategic Plan Alignment**

Economic Development.

### **File Attachments**

1. Ordinance No. 15-2809
2. Application Submittal Package

**ORDINANCE NO. 15-2809**

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

**Voting aye: Trustees Horvath, Tymick,  
Allen, Gallagher, Glowiak, Hansen and  
President Rodeghier.**

**Voting nay: None.**

**DATE: June 22, 2015**

**OTHER: Published in pamphlet form.**

**AMENDING TITLE 4 (LIQUOR CONTROL), CHAPTER 1 (ALCOHOLIC LIQUOR), SECTION 4-1-10A(8) (LIMITATION ON NUMBER OF LICENSES) OF THE WESTERN SPRINGS VILLAGE CODE OF 1997, AS AMENDED, RELATIVE TO THE NUMBER OF CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSES, WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (HILLGROVE TAP, LLC D/B/A HILLGROVE TAP AT UNIT #101 AND UNIT #102 IN THE 800 HILLGROVE AVENUE BUILDING).**

**WHEREAS**, Hillgrove Tap, LLC d/b/a Hillgrove Tap (the "Applicant") filed a Liquor License Application (the "Application") with the Village Clerk for a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License, a Class "G" (Fine Wine, Premium Spirits, Beer and Gourmet Food Store License; Premium Spirits, Beer and Wine Only) Liquor License, and a Class "H" (Outdoor Liquor Cafe) Liquor License to operate a restaurant and a fine wine, premium spirits, beer and gourmet food store in Unit #101 and Unit #102 of the 800 Hillgrove Avenue Building (formerly the Hillgrove Cellars restaurant and fine wine, premium spirits, beer and gourmet food store location) and an outdoor liquor café area adjacent to the south side of the 800 Hillgrove Avenue Building (collectively, the "Licensed Premises"). As part of the Application, the Applicant requested Village approval of extended hours of operation for the Class "B" Liquor License. A copy of the Application is on file with the Village Clerk's Office. Scott Harris and Chris Eley are the owners of Hillgrove Tap, LLC d/b/a Hillgrove Tap ("Owner") and Chris Eley ("On-Site Manager") is the on-site manager of the new restaurant and the outdoor liquor café area and

**WHEREAS**, on June 22, 2015, the Western Springs Local Liquor Commission issued Recommendation No. 15-05 that recommends approval of certain code amendments to the Village's Liquor Control Ordinance as requested by the Applicant, and further issued Recommendation No. 15-06 that finds the Applicant and the Owner are eligible to receive a Class "B" Liquor License, a Class "G" Liquor License and a Class "H" Liquor License under the provisions of the Illinois Liquor Control Act of 1934 and the Liquor Control Ordinance. In addition, the Commission determined that the On-Site Manager is eligible to serve as an on-site liquor manager at the Licensed Premises; and

**WHEREAS**, in accordance with Recommendation No. 15-05 and Ordinance No. 15-2810, extended hours of operation for the Class "B" (Full Service Restaurant With A Patron Bar) Liquor License were adopted by the Corporate Authorities of the Village. The Applicant has requested Village approval of extended hours only for the Class "B" Liquor License. Under Ordinance No. 15-2807, the Applicant was granted a Class "B" Liquor License to operate the restaurant with extended hours of operation. Under this Ordinance, the Applicant is granted a Class "H" Liquor License to operate the outdoor liquor cafe. Under Ordinance No. 15-2808, the

Applicant was granted a Class "G" Liquor License to operate the fine wine, premium spirits, beer and gourmet food store.

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

**SECTION 1:** Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A(8) (Limitation on Number of Licenses) of the Western Springs Village Code of 1997, as amended, is amended to decrease the number of Class "H" (Outdoor Liquor Cafe) Liquor Licenses which can be issued in the Village of Western Springs from four (4) to three (3) as a result of the termination of the following Class "B" Liquor License issued to: Wine Shop On Hillgrove, LLC d/b/a Hillgrove Cellars for a restaurant located at 800 Hillgrove Avenue, Western Springs, Illinois as a consequence of the closure of the restaurant due to its sale to the Applicant.

**SECTION 2:** The President and Board of Trustees approve an amendment to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A(8) (Limitation on Number of Licenses) of the Western Springs Village Code of 1997, as amended, to increase the number of Class "H" (Outdoor Liquor Cafe) Liquor Licenses which can be issued by the Local Liquor Control Commissioner from three (3) to four (4) for purposes of the issuance of a Class "H" Liquor License to Hillgrove Tap, LLC d/b/a Hillgrove Tap for the operation of an outdoor liquor cafe adjacent to the south side of the 800 Hillgrove Avenue Building. Upon issuance of the Class "H" (Outdoor Liquor Cafe) Liquor License by the Local Liquor Control Commissioner, Section 4-1-10A(8) (Limitation on Number of Licenses) of the Western Springs Village Code shall be amended as follows:

"8. Class H: A Class "H" (Outdoor Liquor Cafe) liquor license has been created for issuance to each person or entity listed below:

- a. Davanti's Western Springs, LLC d/b/a Davanti Enoteca for an outdoor liquor cafe located adjacent to the 800 Hillgrove Avenue Building, 800 Hillgrove Avenue, Western Springs, Illinois.
- b. JTH Ventures, L.L.C. d/b/a La Mecenat for an outdoor liquor cafe located at 821 Burlington Avenue, Western Springs, Illinois.
- c. Bumba Restaurants, Inc. d/b/a Solstice Restaurant for an outdoor liquor cafe located adjacent to the 800 Hillgrove Avenue Building, 800 Hillgrove Avenue, Western Springs, Illinois.
- d. ~~Wine Shop On Hillgrove, LLC, d/b/a Hillgrove Cellars for a restaurant located at 800 Hillgrove Avenue, Western Springs, Illinois.~~ Hillgrove Tap, LLC d/b/a Hillgrove Tap for a restaurant located at Unit #101 and Unit #102 in the 800 Hillgrove Avenue Building, 800 Hillgrove Avenue, Western Springs, Illinois.

**SECTION 3:** The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class "H" (Outdoor Liquor Cafe) Liquor License created under Section 2 of this Ordinance to Hillgrove Tap, LLC d/b/a Hillgrove Tap at 800 Hillgrove Avenue for the sole purpose of retail sale, service and consumption of alcoholic liquor at an outdoor liquor café operated in conjunction with a full service restaurant located at Unit #101 and Unit #102 of the 800 Hillgrove Avenue Building, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 4.

**SECTION 4:** The Local Liquor Control Commissioner shall not issue the Class "H" (Outdoor Liquor Cafe) Liquor License to Hillgrove Tap, LLC d/b/a Hillgrove Tap under this Ordinance until the following conditions are satisfied:

- A. The Applicant shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum \$1,000,000 coverage limits per Section 4-1-20 (Insurance Requirements) of the Village Code) has been purchased to cover the retail sale, service and consumption of alcoholic liquor by patrons within the Licensed Premises.
- B. The Owner and on-site manager(s) of the Applicant shall meet periodically with the Local Liquor Control Commissioner, at his request, to discuss the retail sale, service and consumption of alcoholic liquor in the outdoor liquor café and shall provide the Commissioner with information relative to its operations upon request.
- C. The Owner and on-site manager(s) of the Applicant shall comply with all of the applicable provisions of the Western Springs Municipal Code of 1997, as amended, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations for a Class "H" Liquor License set forth at Section 4-1-9H, the applicable provisions of the Illinois Liquor Control Act of 1934, including the state laws governing retail sales, service and consumption of alcoholic liquor, the conditions set forth in this Ordinance, and any other conditions or regulations imposed from time to time by the President and Board of Trustees of the Village or the Local Liquor Control Commissioner.
- D. There shall be an on-site manager, who has applied to the Village and is qualified to serve in such capacity under the Village's Liquor Control Ordinance, physically present within the Licensed Premises at all times that alcoholic liquor is being sold or served or consumed. Each proposed on-site manager shall file with the Village a completed Supplemental Liquor Application, signed by the proposed on-site manager, that satisfies the liquor license eligibility and application requirements of the Village's Liquor Control Ordinance (Title 4). The proposed on-site manager(s) must satisfactorily pass the required criminal background check and the required Village staff investigations. Copies of the Supplemental Liquor Application, criminal background check report and Village staff investigation reports shall be submitted to the Local Liquor Control Commissioner and the Village Attorney for review.
- E. The President and Board of Trustees approve the following amendments to the outdoor liquor café site plan and the following additional regulations relating to the operation of the outdoor liquor café:
  - i. All service and consumption of alcoholic liquor pursuant to the Class "H" (Outdoor Liquor Café) Liquor License shall take place within the outdoor liquor café while the patron and dining guest(s) are being served a complete meal within the Licensed Premises.

- ii. Alcoholic liquor shall be sold and served by the Beverage Alcohol Sellers & Servers Education And Training (BASSET) / TIPS-trained wait staff who are at least twenty-one (21) years old. The wait staff shall sell and serve alcoholic liquor only to patrons who are twenty-one (21) years old or older and who are seated at tables within the outdoor liquor café area.
  - iii. A maximum of twelve (12) tables are allowed within the outdoor liquor café.
  - iv. The Applicant, at its cost, shall comply with the Village Manager's and the Village Engineer's written direction relative to the installation and maintenance of a fence or exterior barrier for the outdoor liquor café adjacent to the street right-of way and the on-street parking stalls to protect against a motor vehicle accidentally entering into the outdoor liquor café. The Applicant, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the outdoor café's location and operation, including the perimeter fence or barrier for the outdoor café, that are required by the Village Manager and the Village Engineer from time to time for the duration of the Class "H" Liquor License approved under this Ordinance or any renewal of such License. The above-written direction of the Village Manager and the Village Engineer and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
  - v. If the Applicant desires to install temporary electric lighting in the outdoor liquor café, the Director of Community Development, in his/her discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the outdoor liquor café and not at surrounding properties.
  - vi. The noise from the operation of and patrons of the outdoor liquor café shall be monitored by the Owner and on-site manager(s) of the Applicant so as to not become a nuisance to surrounding property owners.
  - vii. No live music is allowed in the outdoor liquor café, but the same music being played in the restaurant may be played through speakers in the outdoor liquor café in a manner that is not a nuisance to surrounding property owners.
- F. Hillgrove Tap, LLC d/b/a Hillgrove Tap obtains a certificate of occupancy from the Village for the first floor restaurant space of Unit #101 and Unit #102 in the 800 Hillgrove Avenue Building, which is currently being remodeled. The occupancy permit shall only be issued in the event that the Licensed Premises is constructed in accordance with the applicable provisions of the Western Springs Municipal Code of 1997, as amended, and in substantial conformance with the

Applicant's Village-approved Site Plan and the Floor Plan, which are on file with the Village's Building Department and are incorporated into this Ordinance by reference.

- G. If, within ninety (90) days of the approval date of this Ordinance, the Local Liquor Control Commissioner has not issued a Class "H" (Outdoor Liquor Café) Liquor License to the Applicant or advised in writing of his/her intention to issue a Class "H" (Outdoor Liquor Café) Liquor License upon satisfaction of one or more conditions (e.g., issuance of a temporary use permit for the outdoor cafe), then the portion of this Ordinance that approved a Class "H" (Outdoor Liquor Café) Liquor License shall automatically become null and void without any further action or notice by the President and Board of Trustees of the Village or the Local Liquor Control Commissioner.
- H. The President and Board of Trustees of the Village or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on the Applicant relative to its retail sales, service and consumption of alcoholic liquor by patrons any time during the initial license year or any time thereafter when a renewal license is in effect.
- I. The Applicant obtains a temporary use permit from the Village for its outdoor liquor café to be located adjacent to the south side of the 800 Hillgrove Avenue Building in accordance with the outdoor café requirements of Section 10-4-5 of the Western Springs Municipal Code of 1997, as amended. The temporary use permit shall only be issued in the event that the outdoor liquor café is constructed in accordance with the applicable provisions of the Western Springs Municipal Code of 1997, as amended, and in substantial conformance with the Village-approved Outdoor Café Site Plan, which is on file with the Village's Community Development Department and is incorporated herein by reference.

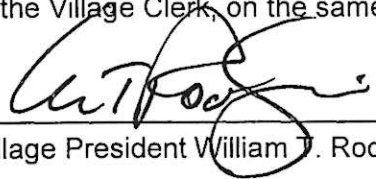
**SECTION 5:** To the extent necessary, all tables of content, indexes, headings and internal references or cross-references to sections contained in the Western Springs Municipal Code of 1997, as amended, shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance.

**SECTION 6:** Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. Except as to the above amendments, all Chapters and Sections of the Municipal Code of the Village of Western Springs of 1997, as amended, shall remain in full force and effect.

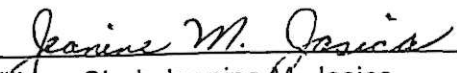
**SECTION 7:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 8:** This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by State law.

**PASSED** by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 22nd day of June, 2015, and approved by me as Village President, and attested by the Village Clerk, on the same day.

  
\_\_\_\_\_  
Village President William T. Rodeghier

**ATTEST:**

  
\_\_\_\_\_  
Village Clerk Jeanine M. Jasica

**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT FOR  
A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE**

I, the undersigned Liquor License Applicant, agree to comply with and fulfill each and every term, condition and obligation set forth above in the Ordinance granting a Class "H" (Outdoor Liquor Cafe) Liquor License to Hillgrove Tap, LLC d/b/a Hillgrove Tap, including each of the conditions set forth above in the attached Ordinance.

**Liquor License Applicant /  
Hillgrove Tap, LLC d/b/a Hillgrove Tap**

By: Scott A. Harris  
Name: Christopher A. Ealey  
Title: President / Owner

Date: August 15, 2015.

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

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

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

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

DATE: March 28, 2025

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

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

The undersigned (an owner), Christopher Elsey (name), Owner (title) of Hillgrove Tap LLC d/b/a Hillgrove Tap (business name and assumed name) makes application for a Class B,H liquor license, at the address of 800 Hillgrove Ave, Western Springs, IL 60558 for the period ending March 31, 2026, and tenders the sum of \$ 500, the prescribed fee as set forth in the following:

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

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

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

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

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

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

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

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

- A. Name: Christopher Elsey  Male  Female:
- B. Mailing Address: [REDACTED]
- C. Address at Residence: \_\_\_\_\_
- D. Home Phone No.: \_\_\_\_\_ Cell: [REDACTED]
- E. Work Phone No.: \_\_\_\_\_ Pager: \_\_\_\_\_
- F. Citizenship Status: [REDACTED]
- G. If naturalized citizen, time and place of naturalization: \_\_\_\_\_
- H. Place of Birth: [REDACTED]
- I. Driver's License Number: [REDACTED]
- J. Height: [REDACTED]
- K. Weight: [REDACTED]
- L. Color of eyes: [REDACTED]
- M. Color of hair: [REDACTED]
- N. Social Security number: [REDACTED]
- O. Vehicles owned with registration numbers: NA
- P. Other home addresses within the last 5 years:

Street Address	City, State, ZIP	Dates	
		From	To

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

Business Name: Hillgrove Tap

Address: 9501 W 171st St Tinley Park IL 60487 Phone Number: 7083909500

Dates owned: From: Jan 2022 To: Current

Describe any liquor license incident requiring police intervention:

\_\_\_\_\_

State liquor license #: 1A-1150509 Date of license: exp 21/31/15

Municipal liquor license #: L-011255 Date of license: "

Name, address and telephone number of municipality issuing liquor license: Tinley Park, 16200 Oak Park Ave

\_\_\_\_\_

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

S. State your relationship to the business for which the license is sought. Owner  
\_\_\_\_\_  
\_\_\_\_\_

2. Description of the premises at which business will be operated. Additionally, attach a floor plan or site plan  
Total square feet: 3800 Bar area Sq. Ft.: 1100 Kitchen area Sq. Ft.: 1000  
No. of tables: 26 Type of food served: upscale bar food  
No. of parking spaces: shared

3. If this is a new license application, what kind of business was previously conducted in the space where you intend to operate your business? NO  
\_\_\_\_\_

4. Name of corporation to which license is to be issued. Hillgrove Tap LLC  
\_\_\_\_\_

5. Name, address and phone number under which the licensed business will be operated.  
Business Name: Hillgrove Tap  
Address: 800 Hillgrove Ave Phone Number: 708-290-0055

6. Does the Applicant own the building or the space in which the business is located?  Yes  No  
*[Attach/include proof of ownership (e.g., a deed) to this Application].*

7. Does the Applicant lease the building or the space in which the business is located?  Yes  No  
The expiration date of the Lease is: 12/2025 *[Attach a certified copy of Lease to this Application].*

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

9. Is any school (other than an institution of higher learning), hospital, home for the aged or indigent persons or for veterans, their spouses, or children within 100 feet of the center of the proposed licensed premises?  
 Yes  No

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

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

Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

12. How long has the Applicant been in the business of the retail sale of alcohol and describe the nature of its business experiences? over nine years, Hillgrove Tap
- \_\_\_\_\_
- \_\_\_\_\_

13. Date of incorporation or organization of your company: on file at Village
- (As applicable, attach a copy of the Articles of Incorporation, Articles of Organization, Shareholders Agreement, Operating Agreement and Partnership Agreement).*

14. If the Applicant is a corporation or a limited liability company, has it ever been dissolved, either voluntarily or involuntarily?  Yes  No
- If so, state the date of reinstatement: \_\_\_\_\_
- \_\_\_\_\_

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

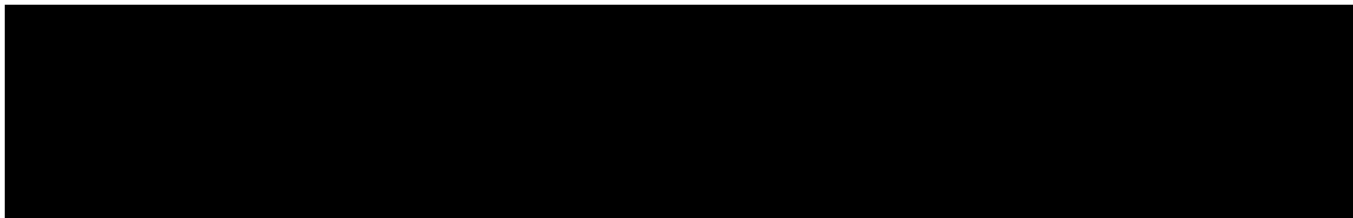
16. List the names, addresses, dates of birth, telephone numbers and social security numbers of all Officers and Directors.

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Office Held: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Office Held: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Office Held: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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



18. Is the Applicant a subsidiary of a parent corporation?  Yes  No  
If so, state the name, address and telephone number of the parent corporation. *(The Local Liquor Control Commission has the right to require that the parent company complete and submit this Application).*  
Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone No: \_\_\_\_\_

19. Is the Applicant obligated to pay a percentage of profits to any person or entity not listed in Question Numbers 17 and 18?  Yes  No  
If so, explain and identify the name, address and telephone number of such persons or entities: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone No: \_\_\_\_\_

20. Has the Applicant or any person listed in Questions Numbers 17 or 18 or any of your managers ever held another liquor license in the United States?  Yes  No  
If so, state the dates, city and state of each license:  
License Holder: Christopher Elsey Date: expires 12/31/2025  
City and State: Tinley Park, IL  
License Holder: \_\_\_\_\_ Date: \_\_\_\_\_  
City and State: \_\_\_\_\_

21. Has the Applicant or any person listed in Question Numbers 17 or 18 or any of your managers ever been denied a liquor license from any jurisdiction?  Yes  No  
If so, state the date of particulars: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

23. Other than when making an initial application for a license, has the Applicant or any predecessor to or subsidiary or corporate parent entity of the Applicant ever been subject to charges, hearing violations, or citations of the "State Liquor Control Act of 1934" and any local liquor ordinance with respect to a liquor license?  Yes  No  
If yes, please state the following:  
Previous Licensor: \_\_\_\_\_ Licensee Name(s): \_\_\_\_\_  
Licensee(s) Address: \_\_\_\_\_  
Address of Licensed Premises: \_\_\_\_\_  
Names of the licensed establishment and the date or dates of such revocation or suspension: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

Name of Person: \_\_\_\_\_ Charge: \_\_\_\_\_  
Date: \_\_\_\_\_ City and State: \_\_\_\_\_  
Disposition: \_\_\_\_\_

Name of Person: \_\_\_\_\_ Charge: \_\_\_\_\_  
Date: \_\_\_\_\_ City and State: \_\_\_\_\_  
Disposition: \_\_\_\_\_

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

27. The Applicant's Retailer Occupational Tax Registration (ROT) Number: \_\_\_\_\_  
The Applicant's Federal Employer Identification Number (FEIN): 47-4043757

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

If the answer is "Yes," explain: \_\_\_\_\_  
\_\_\_\_\_

29. Is any person listed in Question Numbers 17 and 18 or any of your managers an elected public official?  
 Yes  No

If yes, state the office and unit of government: \_\_\_\_\_  
\_\_\_\_\_

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

If yes, state the particulars: \_\_\_\_\_  
\_\_\_\_\_

31. Does any person listed in Question Numbers 17 or 18 or any of your managers hold any law enforcement office?  
 Yes  No

If yes, name the person, title and agency:

Person: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_

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

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

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

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

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

If yes, state the reasons \_\_\_\_\_

\_\_\_\_\_

35. State the value of goods, wares and merchandise to be used in the business that are purchased and on hand at this time: [REDACTED]

\_\_\_\_\_

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

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

\_\_\_\_\_

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

Yes  No

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

38. Pursuant to Title 4, Chapter 1, Section 15 of the Western Springs Municipal Code, no license shall be issued if any of the below statements cannot be answered in the affirmative by the Applicant. By signing this Application, the Applicant affirmatively states that the Applicant is:
- A. A person who is a resident of the Village (unless Subsections J, K or L apply).
  - B. A person of good character and reputation in the community in which he or she resides.
  - C. A person who is a citizen of the United States.
  - D. A person who has not been convicted of a felony under any federal or state law, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
  - E. A person who has not been convicted of being the keeper of or is not keeping a house of ill fame.
  - F. A person who has not been convicted of pandering, sexual molestation or other crime or misdemeanor opposed to decency and morality.
  - G. A person whose license to sell alcoholic liquor, whether issued under this Chapter or by any other governmental entity, has not been revoked for cause.
  - H. A person who at the time of application for renewal of license issued hereunder would be eligible for such license upon a first application.
  - I. A partnership, and all of the partners of such partnership qualified to obtain a license as individuals except for reason of residency.
  - J. A copartnership, if any general partnership thereof, or any limited partnership thereof, owning more than 5% of the aggregate limited partner interest in such copartnership would not be eligible to receive a license hereunder for any reason other than residence within the Village.
  - K. A corporation where:
    - (i.) No officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five percent (5%) of the stock of such corporation, is ineligible to receive a license hereunder for any reason other than citizenship and residency; and
    - (ii.) It is incorporated in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois, it is in good standing under the state of incorporation.
  - L. A limited liability company where:
    - (i.) No officer, manager or director owning more than 5% of the aggregate ownership interest in such company is ineligible to receive a license hereunder for any reason hereunder other than citizenship and residency; and
    - (ii.) It is organized in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign limited liability company which is qualified under Illinois law to transact business in Illinois, it is in good standing under the state of organization.
  - M. A person whose place of business is conducted and physically controlled and operated by a manager or agent and such manager or agent possesses the same qualifications required of an individual licensee hereunder.
  - N. A person who has not been convicted of a violation of any federal or state law concerning the sale or use of illegal drugs, or the manufacture, possession or sale of alcoholic liquor, or has not forfeited his bond to appear in court to answer charges of any such violation, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
  - O. A person who either owns the premises (or the beneficial interest in a land trust owning the premises) for which a license is sought, or has a lease thereon for the full period for which the license is to be issued.

- P. A person who is a beneficial owner of the business to be operated by the licensee.
- Q. A person who is not a law enforcing public official, the village president, member of the board of trustees, member of the local liquor control commission or any other elected public official, unless said applicant is a member of the board of trustees (except for the village president who serves as the local liquor commissioner) who seeks a license in relation to premises that are located within the Village, provided (i) the sale of alcoholic liquor pursuant to the license is incidental to the selling of food, (ii) the issuance of the license is approved by the State Commission, (iii) the issuance of the license is in accordance with all applicable local ordinances in effect where the premises are located, and (iv) the official granted a license does not vote on alcoholic liquor issues pending before the Village Board.
- R. A person or entity to whom a federal wagering stamp has not been issued by the federal government for the current tax period unless the person or entity is eligible to be issued a license under the Raffles Act or the Illinois Pull Tabs and Jar Games Act.
- S. A person who has not been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.
- T. A person who is twenty-one (21) years of age or older.

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

- A. The Applicant has not been convicted of a felony or any other offenses prohibited under Title 4 of the Western Springs Municipal Code.
- B. The Applicant will not violate any of the laws of the Village, the State or of the United States in the conduct or operation of the place of business to be licensed.

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

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

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

**SPECIAL EVENT RIDER**

**THE APPLICANT SHALL COMPLETE THIS SPECIAL EVENT RIDER AS PART OF THE APPLICATION FOR A SPECIAL EVENT LICENSE.**

**1. Pre-Application Review:**

A. Did you request a Pre-Application Review?      Yes    No

B. Did you submit a pre-application letter (as well as other documents) to the Local Liquor Control Commissioner?  
      Yes    No

*If yes, attach a copy of the submittal to this Rider.*

C. Did you meet with the Local Liquor Control Commissioner as part of the Pre-Application Review?      Yes    No

D. Did you receive any correspondence from the Local Liquor Control Commissioner or any Village personnel regarding the Pre-Application Review?      Yes    No

*If yes, attach a copy of the correspondence to this Rider.*

**2. Location: Attach a diagram or site plan for the special event location, including the locations of any alcoholic beverage tents, individual retail sales/tasting booths or an alcoholic beverage sales/consumption areas, the size, internal set up, fence requirements and designated security entrance and exit points for patrons and minors.**

**3. Security for Outdoor Alcoholic Beverage Tent and Alcoholic Beverage Sales/Consumption Area: Describe the security measures to be employed in regard to the operation of the alcoholic beverage tent and/or alcoholic beverage sales/consumption area with respect to minors and adults who enter these areas:**

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**4. Music: Are you planning to have amplified music or live music or other forms of music entertainment at an outdoor special event?      Yes    No**

If yes, describe the sound system, the type of music (live, amplified, other) and location of the musicians and sound equipment:

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**5. Signage: Are you planning to post any advertising signs that relate to the sale of beer, wine or other alcoholic liquor within the alcoholic beverage tent or alcoholic beverage sales/consumption area? If so, please attach copies of the proposed signs.**

**6. Number of Events: Identify the number of special events you plan to conduct in the current calendar year, specify the dates of each event and state the name of each event.**

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**7. State and Village Licenses: Attach proof of application for or receipt of all other required Village and State licenses, including a State special event liquor license or similar approval.**

**8. Insurance: Attach an insurance certificate or binder for the required insurance coverage as required by Section 4-1-20 of the Liquor Control Ordinance.**

**9. License and Indemnification Agreement: Attach a signed and dated License and Indemnification Agreement (Village-approved form).**

**10. Additional Municipal Services: Identify any municipal services, such as police, fire, emergency medical services and public works personnel and services that are requested for the special event.**

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**SIGNATORY PAGE**

Corporate Seal  
(If applicant is corporation)

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

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

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

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

**Christopher Elsey**  
\_\_\_\_\_  
APPLICANT

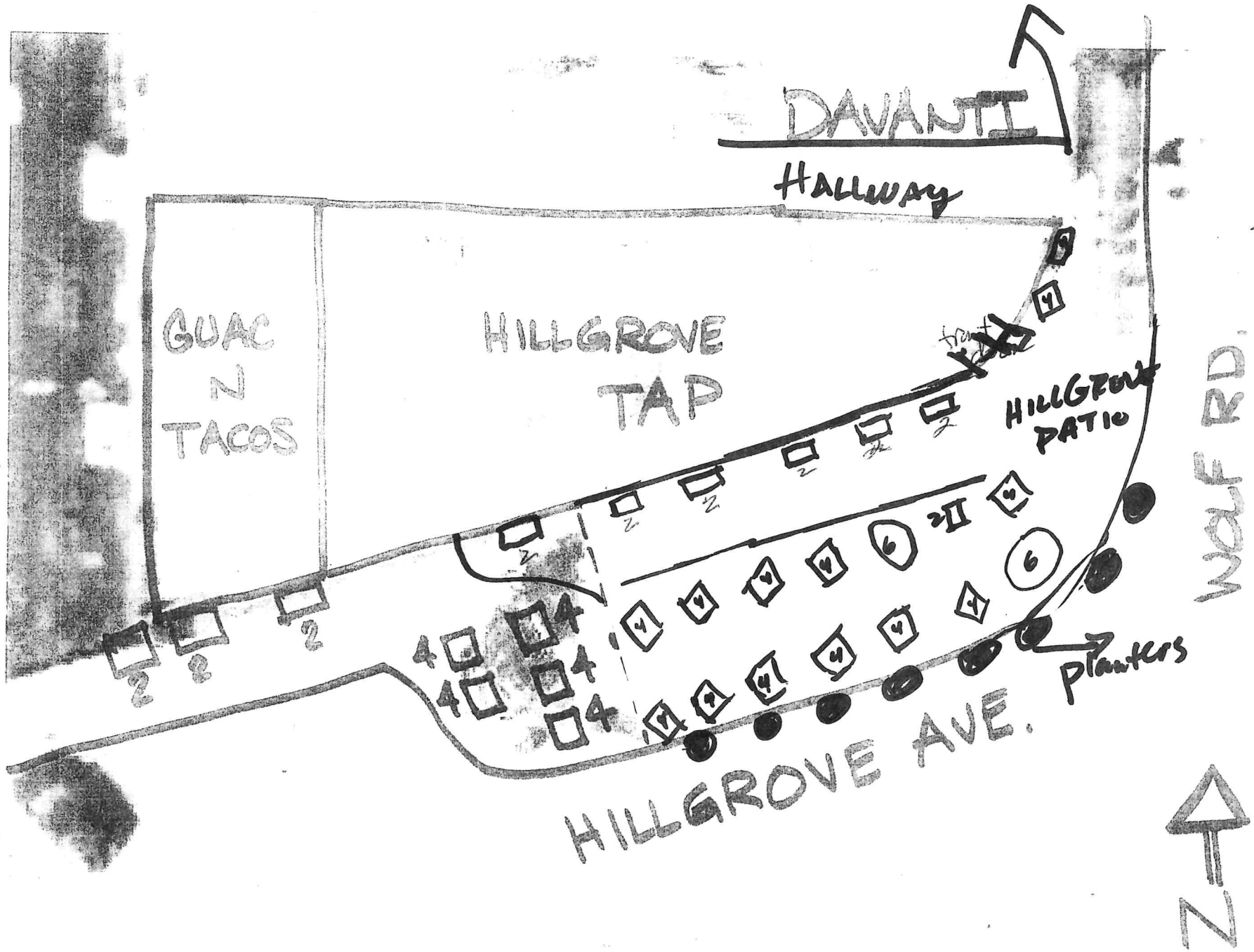
Subscribed and Sworn to before me this 28 day of March, 2025

\_\_\_\_\_  
NOTARY PUBLIC

APPLICATION APPROVED:

\_\_\_\_\_  
Local Liquor Control Commissioner

Date: \_\_\_\_\_





## AGENDA ITEM SUMMARY

### GENERAL GOVERNMENT COMMITTEE

General Government Committee: April 24, 2025

#### AGENDA ITEM D.3.

**To:** General Government Committee

**From:** Heather Valone, Director of Community Development

**CC:** Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney

**RE:** Salerno's Pizza & R Bar, 821 Burlington Avenue – Amendment to Class H Liquor License and Temporary Use Permit

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#### Recommendation

Consider a recommendation to approve the Amendment to the Class H Liquor License and advance it to the Liquor Control Commission for review and recommendation.

#### Summary

##### **Request**

Robert Salerno, owner of the Salerno's Western Springs, Inc. operation as Salerno's Pizza & R Bar (the "Applicant") located at 821 Burlington Avenue, have submitted a request to amend the existing Class H Liquor License and temporary use permit to increase the number of seats within the outdoor dining area and utilize the newly constructed pedestrian bump out adjacent to the storefront. The expanded area is located within the bump out directly adjacent to the storefront. Salerno's Pizza & R Bar ("Salerno's"), had previously been approved for nine tables on the sidewalk. During the emergency COVID-19 order, Salerno's was permitted to increase the liquor café area and to use five parking spaces for outdoor dining. The Applicant is looking to amend the liquor café approval utilize the new bump out and increase the café area which is roughly the same size as three and a half parking spaces.

##### **Background**

On March 27, 2017, the Village Board approved Ordinance No. 17-2878 (Attachment 1) granting a Class H liquor license and temporary use permit for Salerno's for an outdoor dining / liquor café located on the north side of the building within the public sidewalk directly adjacent to the storefront. The ordinance allowed for a maximum of nine tables.

On May 29, 2020, Executive Order 2020-04 was approved by the Village President allowing restaurants and other retail food businesses to operate outdoor cafes and temporary liquor cafes to increase their outdoor seating capacity for customers in compliance with social distancing guidelines. As a result, the Village Board approved a license agreement for Salerno's to expand their outdoor seating capacity on May 29, 2020 (Attachment 2). Salerno's was permitted to place tables in five on-street parking spaces (Figure 1). The Applicant is seeking

the amendment to their original 2017 approvals to have additional outdoor seating as proposed in the application submittal package (Attachment 3). The Applicant is proposing to only utilize the bump out area for the proposed liquor café. The submitted layout proposes nine tables (three tables with eight seats and six tables with four seats), one couch seating area with eight seats is proposed. This is a total of 56 seats. The submitted layout also includes pergolas, lighting, and propane heaters.



**Figure 1** The solid black line shows the five parking spaces approved under the COVID-19 Order.

The Liquor Commissioner (President Rudolph) reviewed the application submittals and requested to advance the application to General Government Committee (GGC) and Liquor Commission for their reviews and recommendations.

**Class H License**

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

- Purpose. The Class H license allows restaurants to permit the sale and consumption of alcoholic beverages within a Village licensed outdoor liquor café operated by the restaurant while patrons are being served a complete meal by the restaurant.
- Rules of Operation: The outdoor café is subject to the rules of operation of the development control ordinance as well as restrictions concerning noise, music, screening, etc. Patrons are prohibited from taking any opened alcoholic beverage outside of the premises, except for a recorked wine bottle that has been sealed in a

carryout bag in accordance with State law. Regular hours of operation are between 11am and 10pm on Sundays through Thursdays and between the hours of 11am and 11pm on Fridays and Saturdays unless the hours are restricted further per the class H license.

- License Fee. The Class H license includes a license application fee of \$500 and an annual license fee of \$150.
- Availability of Food: Patrons shall be served a complete meal by the restaurant when being served alcoholic beverages within a Village licensed outdoor liquor café. All food that is sold or prepared within the licensed premises is subject to all applicable Health Regulations as enforced by the Village, Cook County and the State of Illinois.

## **Recommendation**

If the General Government Committee (GGC) is amenable to the approval of the amendment to the Class H license and temporary use permit for Salerno's, a motion can be made to recommend approval and refer the request(s) to the Liquor Commission for discussion on April 30, 2025. Staff is suggesting a condition on the recommendation related to the proposed seating layout. That the layout be regenerated on a scale-able document to confirm that all seats can fit within the constraints of the existing at-grade planter and within the proposed pergolas. Based on a review of the engineering plans for the bump out there may not be sufficient space for the eight top table adjacent to the at-grade planter and the location of the table may need to be reduced to accommodate the support posts of the pergolas.

A representative for the Applicant, Village Attorney, and staff will be available at the GGC meeting to discuss the request and answer any questions that you may have. The draft ordinance and temporary use permit will be provided to the Committee at the April 24, 2025, meeting.

## **Attachments**

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1. Ordinance No. 17-2878 - Amending Title 4: Liquor Control; Chapter 1: Alcoholic Liquor; Section 4-1-10a(8) Of The Western Springs Village Code Of 1997, As Amended, Relative To The Number Of Class "H" (Outdoor Liquor Cafe) Liquor Licenses Which Can Be Issued In The Village Of Western Springs, Cook County, Illinois (Salerno's Western Springs, Inc. D/B/A Salerno Pizzeria)
2. License Agreement - License Agreement for the use of a public right-of-way, Village Property or Off Street Parking Lot Relative for the operation of a temporary outdoor café or temporary outdoor liquor café Salerno's Western Springs, Inc.
3. Applicant Submittal Package

### **Financial Impact**

None.

### **Recommended Motion**

I move to recommend the amended Class H Liquor License and advance it to the Liquor Control Commission for their review and recommendation.

### **Strategic Plan Alignment**

Economic Development.

### **File Attachments**

1. Ordinance No. 17-2878
2. License Agreement
3. Application Submittal Package

**ORDINANCE NO. 17-2878**

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

**Voting aye: Trustees Hansen,**

**Horvath, Allen, Gallagher, Glowiak**

**and President Rodeghier.**

**Voting nay: None.**

**Absent: Trustee Tymick.**

**DATE: March 27, 2017**

**OTHER:**

**AN ORDINANCE AMENDING TITLE 4: LIQUOR CONTROL; CHAPTER 1: ALCOHOLIC LIQUOR; SECTION 4-1-10A(8) OF THE WESTERN SPRINGS VILLAGE CODE OF 1997, AS AMENDED, RELATIVE TO THE NUMBER OF CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (SALERNO'S WESTERN SPRINGS, INC. D/B/A SALERNO PIZZERIA).**

**WHEREAS**, Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria & R Bar (the "Applicant") filed a liquor license application and the required application fee with the Village of Western Springs ("Village") for a Class "H" (Outdoor Liquor Cafe) Liquor License (the "Application") for purposes of operating an outdoor liquor café in conjunction with the restaurant. The Applicant plans on operating a restaurant, a catering business, a fine wine, premium spirits, beer and gourmet food store, and an outdoor liquor cafe in the building located at 821 Burlington Avenue. The Application is incorporated into this Ordinance by reference; and

**WHEREAS**, the Local Liquor Control Commission (the "Commission") held a public meeting on March 9, 2017 in regard to the Application and issued its Recommendation No. 17-02 relative to the Application on that date. A copy of Recommendation No. 17-02 is incorporated by reference into this Ordinance. The Commission favorably recommended the issuance of a Class "H" (Outdoor Liquor Cafe) Liquor License to the Applicant, subject to the conditions set forth in Recommendation No. 17-02; and

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs (the "Village Board") find that the Applicant has applied for, is eligible to hold and has received Village approval of three local liquor licenses (a Class "B" (Full Service Restaurant With A Patron Bar), a Class "G" (Fine Wine, Premium Spirits, Beer And Gourmet Food Store License; Premium Spirits, Beer And Wine Only) and a Class "N" (Caterer)), and is also in good standing with the Village and the Local Liquor Control Commissioner, who have issued the local liquor licenses to the Applicant; and

**WHEREAS**, at its March 27, 2017 Meeting, the Village Board voted to approve the creation of a Class "H" (Outdoor Liquor Cafe) Liquor License for the Applicant, but

denied the request to use the word "R Bar" as part of the Salerno restaurant name and signage; and

**WHEREAS**, the Village Board finds that the Applicant is eligible to receive a Class "H" (Outdoor Liquor Cafe) Liquor License for the purpose of allowing the retail sale, service and consumption of alcoholic liquor in conjunction with the service of food during events catered by the Applicant.

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

**SECTION 1:** Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A(8) (Limitation on Number of Licenses) of the Western Springs Village Code of 1997, as amended, is amended to decrease the number of Class "H" (Outdoor Liquor Cafe) Liquor Licenses which can be issued in the Village of Western Springs from two (2) to one (1) as a result of the termination of the following Class "H" (Outdoor Liquor Cafe) Liquor License issued to JTH Ventures, L.L.C. d/b/a La Mecenat, formerly located at 821 Burlington Avenue, Western Springs, Illinois, due to the closing of the restaurant and outdoor liquor cafe.

**SECTION 2:** The President and Board of Trustees approve an amendment to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A(8) (Limitation on Number of Licenses) of the Western Springs Village Code of 1997, as amended, to increase the number of Class "H" (Outdoor Liquor Cafe) Liquor Licenses which can be issued by the Local Liquor Control Commissioner from one (1) to two (2) for purposes of the issuance of a Class "H" (Outdoor Liquor Cafe) Liquor License to Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria for the operation of a restaurant and outdoor liquor cafe located at 821 Burlington Avenue. Upon issuance of the Class "H" (Outdoor Liquor Cafe) Liquor License by the Local Liquor Control Commissioner, Section 4-1-10A(8) (Limitation on Number of Licenses) of the Western Springs Village Code shall be amended as follows:

- "8. Class H: One (1) liquor license is created for issuance to each person or entity listed below:
- a. Davanti's Western Springs, LLC, d/b/a Davanti Enoteca for an outdoor liquor cafe located at unit 100 in the 800 Hillgrove Avenue, Western Springs, Illinois property.
  - b. ~~JTH Ventures, L.L.C. d/b/a La Mecenat~~ Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria for an outdoor liquor cafe located at 821 Burlington Avenue, Western Springs, Illinois.
  - c. Bumba Restaurants, Inc., d/b/a Solstice Restaurant for an outdoor liquor cafe located adjacent to the 800 Hillgrove Avenue Building, 800 Hillgrove Avenue, Western Springs, Illinois.

- d. Hillgrove Tap, LLC, d/b/a Hillgrove Tap for an outdoor liquor café located at unit 101, unit 102 and unit 103 in the 800 Hillgrove Avenue Building, 800 Hillgrove Avenue, Western Springs, Illinois.

**SECTION 3:** The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class “H” (Outdoor Liquor Cafe) Liquor License created under Section 2 of this Ordinance to Salerno’s Western Springs, Inc. d/b/a Salerno Pizzeria for the sole purpose of selling and serving alcoholic liquor as part of the operation of an outdoor liquor cafe which will operate in conjunction with a full service restaurant located at 821 Burlington Avenue, Western Springs, Illinois, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 4.

**SECTION 4:** The Local Liquor Control Commissioner shall not issue the Class “H” (Outdoor Liquor Cafe) Liquor License to Salerno’s Western Springs, Inc. d/b/a Salerno Pizzeria under this Ordinance until the following conditions are satisfied:

A. The Applicant shall not use the word “R Bar” as part of the Salerno restaurant name and signage.

B. Salerno’s Western Springs, Inc. d/b/a Salerno Pizzeria obtains a temporary use permit from the Village for its outdoor liquor café to be located adjacent to the 821 Burlington Avenue building in accordance with the outdoor liquor café requirements of Section 10-4-5 of the Western Springs Municipal Code of 1997, as amended. The temporary use permit shall only be issued in the event that the outdoor liquor café is constructed in accordance with the applicable provisions of the Western Springs Municipal Code of 1997, as amended, the provisions of this Ordinance, and in substantial conformance with the Outdoor Liquor Café Site Plan, as amended in subsection G below, which is on file with the Village’s Building Department and is incorporated herein by reference.

C. Based on the Liquor License Application, Salerno’s Western Springs, Inc. currently has one (1) shareholder, Robert Salerno, who holds one hundred percent (100%) ownership of the Illinois corporation (the “Owner”) and the following individuals shall serve as the initial on-site managers: one of the brothers of Robert Salerno and John T. Hogan (former owner of Mecenat).

D. The Owner and any other on-site managers shall meet periodically with the Local Liquor Control Commissioner, at his/her request, to discuss the retail sale, service and consumption of alcoholic liquor in the outdoor liquor café and shall provide the Commissioner with information relative to its operations upon request.

E. There shall be one or more on-site managers, who has applied to the Village and is qualified to serve in such capacity under the Village’s Liquor Control

Ordinance, physically present at the restaurant and outdoor liquor café at all times that alcoholic liquor is being sold or served.

F. If additional on-site managers are necessary to operate the restaurant and outdoor liquor café or if one or both of the above-listed initial on-site managers are replaced, Salerno's Western Springs, Inc. and the new, proposed on-site managers are each required to file with the Village a completed Supplemental Liquor Application signed by the proposed on-site manager that satisfies the liquor license eligibility and application requirements of the Village's Liquor Control Ordinance (Title 4). The proposed on-site managers must satisfactorily pass the required criminal background check and the required Village staff investigations. Copies of the Supplemental Liquor Application, criminal background check report and Village staff investigation reports shall be submitted to the Local Liquor Control Commissioner and the Village Attorney for review.

G. The Owner and its on-site managers shall comply with all of the applicable provisions of the Western Springs Municipal Code of 1997, as amended, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations for a Class "H" (Outdoor Liquor Cafe) Liquor License set forth at Section 4-1-9H, the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales and service of alcoholic liquor, the conditions set forth in this Section 4 and any other conditions or regulations imposed from time to time by the President and Board of Trustees of the Village or the Local Liquor Control Commissioner.

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

1. All sales, service and consumption of alcoholic liquor pursuant to the Class "H" (Outdoor Liquor Café) Liquor License shall take place within the outdoor liquor cafe.
2. Alcoholic liquor shall be sold and served by the Bassett/TIPS-trained wait staff who are at least 21 years old. The wait staff shall sell and serve alcoholic liquor only to patrons who are 21 years old or older and who are seated at the patron tables within the outdoor liquor cafe.
3. A maximum of nine (9) tables are allowed within the outdoor liquor café.
4. Temporary Extended Closing Hours for 2017 Only: The operation of the outdoor liquor cafe shall be permitted only between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) A.M. on Fridays and Saturdays. Licensees offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays. Prior to the opening time and after the closing times listed above, patrons will be allowed to occupy the outdoor liquor café,

provided there are no liquor sales, service or consumption of alcoholic beverages. No live entertainment shall be permitted in the outdoor liquor café.

5. Removal of all tables, chairs and other appurtenances from the Village's sidewalk area (the "Licensed ROW Area") is required during the months of December, January, February and March or if required by the Village at any time. The Licensee may temporarily set up the Outdoor Liquor Café during the above months under a special event approval authorized by the Liquor Commissioner, provided that the Licensee agrees to remove all tables, chairs and other appurtenances when requested by the Village to allow for snow removal, maintenance or other Village projects.
6. Salerno's Western Springs, Inc., at its cost, shall comply with the Village Manager's and the Village Engineer's written direction relative to the installation and maintenance of a fence or exterior barrier for the outdoor liquor café adjacent to the on-street parking stalls to protect against a motor vehicle from accidentally entering into the outdoor liquor café. Salerno's Western Springs, Inc., at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the outdoor liquor café's location and operation, including the perimeter fence or barrier for the outdoor liquor café, that are required by the Village Manager and the Village Engineer from time to time for the duration of the Class "H" Liquor License approved under this Ordinance or any renewal of such License. The above-written direction of the Village Manager and the Village Engineer and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
7. If Salerno's Western Springs, Inc. desires to install temporary electric lighting in the outdoor liquor café, the Village Board, in its discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the outdoor liquor café and not at surrounding properties.
8. The noise from the operation of and patrons of the outdoor liquor café shall be monitored by the owner and on-site manager of Salerno's Western Springs, Inc. as to not become a nuisance to surrounding property owners.
9. No live music is allowed in the outdoor liquor café, but the same music being played in the restaurant may be played through speakers in the outdoor liquor café in a manner that is not a nuisance to surrounding property owners.
10. The assumed name or "doing business as" name and any related signage that is used by Salerno's Western Springs, Inc. shall conform to the applicable regulations of Title 4 (Liquor Control) of the Western Springs Village Code of 1997, as amended.

I. If within ninety (90) calendar days of the approval date of this Ordinance the Local Liquor Control Commissioner has not issued the Class "H" (Outdoor Liquor

Cafe) Liquor License to Salerno's Western Springs, Inc. or advised in writing of his intention to issue the Class "H" (Outdoor Liquor Cafe) Liquor License upon satisfaction of one or more conditions (e.g., issuance of a temporary use permit for the outdoor liquor cafe), then this Ordinance shall automatically become null and void without any further action or notice by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.

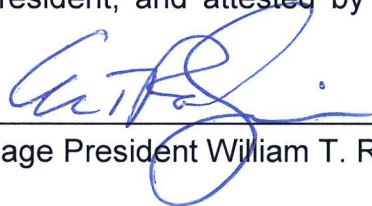
J. The President and Board of Trustees of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on Salerno's Western Springs, Inc., the Owner and its on-site manager(s) relative to its retail sale and service of alcoholic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

**SECTION 5:** Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. Except as to the amendments heretofore mentioned, all Chapters and Sections of the Municipal Code of the Village of Western Springs of 1997, as amended, shall remain in full force and effect.

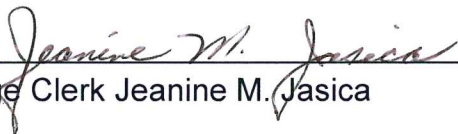
**SECTION 6:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 7:** This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by State law.


**PASSED** by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 27th day of March, 2017, and approved by me as Village President, and attested by the Village Clerk, on the same day.

  
\_\_\_\_\_  
Village President William T. Rodeghier

**ATTEST:**

  
\_\_\_\_\_  
Village Clerk Jeanine M. Jasica

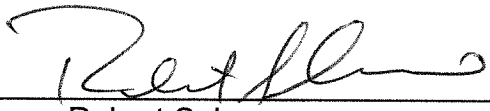
Published by me in pamphlet form on the 27th day of March, 2017.

  
\_\_\_\_\_  
Village Clerk Jeanine M. Jasica

**ACKNOWLEDGEMENT AND CONSENT  
TO THE PROVISIONS OF WESTERN SPRINGS ORDINANCE NO. 17-2878  
AND AGREEMENT TO COMPLY WITH AND FULFILL  
THE CONDITIONS SET FORTH ABOVE IN SECTION 4 OF THIS ORDINANCE**

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

**Salerno's Western Springs, Inc.  
d/b/a Salerno Pizzeria / Applicant**

By:   
Robert Salerno  
President/Shareholder

By:   
Notary Public

Date: 4-12-17

Date: April 12, 2017

Commission Expires: 12-4-18



**LICENSE AGREEMENT  
FOR USE OF A PUBLIC RIGHT-OF-WAY, VILLAGE PROPERTY  
OR OFF-STREET PARKING LOT RELATIVE FOR THE OPERATION OF A  
TEMPORARY OUTDOOR CAFÉ OR TEMPORARY OUTDOOR LIQUOR CAFÉ  
SALERNO’S WESTERN SPRINGS, INC.**

This License Agreement (the “Agreement”) has been entered into this 29th day of May, 2020, by and between the Village of Western Springs, an Illinois municipal corporation (the “Village” or “Licensor”) Salerno’s Western Springs, Inc. (the “Licensee”) (collectively, the “Parties”). The Licensee is the owner and operator of a restaurant and retail food business known as Salerno’s Pizzeria and R Bar (the “Business”), which is located at 821 Burlington Avenue, Western Springs, Illinois.

**WHEREAS**, pursuant to Executive Order 2020-04, signed by President Gallagher on May 29, 2020, restaurants and other retail food business are allowed by temporary use permit to operate new temporary outdoor cafes and new temporary outdoor liquor cafés or to utilize additional outdoor space to expand the size of their current outdoor dining areas to increase their outdoor seating capacity for customers to eat food in compliance with social distancing guidelines within the Village, at Village-approved locations and in conformance with the guidelines set forth in **Group Exhibit “A”** attached hereto and made a part hereof. The Village President / Local Liquor Control Commissioner, or her designee, has the authority to authorize the partial closure and use of certain Village right-of-ways, Village property and off-street private and public parking lots to allow the operation of new outdoor dining areas and the expansion of current outdoor dining areas (i.e., outdoor cafes and outdoor liquor cafes) in conformance with **Group Exhibit “A”** during the pendency of the disaster proclamation issued by the Governor of the State of Illinois due to the impact of the COVID-19. The term “outdoor dining area” also refers to the terms “outdoor café” and “outdoor liquor café” (collectively “Outdoor Cafe”); and

**WHEREAS**, the Village is the owner of a certain **public sidewalk/street or alley right-of-way/parking lot** that is located within the corporate boundaries of and controlled by the Village in Western Springs, Illinois that is adjacent to the Licensee’s restaurant or retail food business (the “Licensed Area”), as shown on the Map of Village Approved, Licensed Outdoor Dining Area attached hereto as **Group Exhibit “B”** and made a part hereof; and

**WHEREAS**, the Licensee desires to use the Licensed Area for the purpose of operating an Outdoor Cafe or to expand the dining area of its current Outdoor Café to increase its seating capacity. The Licensee has applied for and received Village approval of a Temporary Use Permit (attached as **Exhibit “C”**) to place movable customer tables and chairs within the Licensed Area adjacent to the Business, subject to certain conditions to be set forth below. To the extent that approval by any other federal, State, county or other governmental entity is required for the Licensee to use the Licensed Area, the relevant approval documents are attached hereto as **Exhibit “D”** and made a part hereof; and

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

**NOW, THEREFORE**, the Village grants the Licensee a license for a temporary use to operate and maintain an Outdoor Cafe or to expand the dining area of its current Outdoor Café to increase its seating capacity within the Licensed Area in accordance with the following terms and conditions:

**Section 1. Term and Permit Fee.** Subject to the other provisions below, the Licensee may use the Licensed Area in accordance with this Agreement from the Effective Date of this Agreement (defined below at Section 22) until the expiration of the Temporary Use Permit as set forth in the Temporary Use Permit attached as **Exhibit “C”** and all applicable Village Executive Orders. The Licensee has already paid to the Village a nonrefundable **NO CHARGE (\$0.00)** permit fee to operate the Outdoor Cafe for the term of the Temporary Use Permit.

**Section 2. Condition of Premises.** The Licensee accepts the Licensed Area in its existing condition as of the Effective Date of this Agreement. The Licensee acknowledges that it has inspected the Licensed Area and acknowledges that it is in good condition. The Village makes no representations or warranty with respect to the condition of the Licensed Area. Licensee acknowledges that the Village has made no representations or promises to Licensee to repair, alter, repave or otherwise improve the condition of the Licensed Area.

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

- a. Compliance with all federal, State, county and local laws and regulations pertaining to the serving of food and alcohol.
- b. Licensee must hold a valid Village issued liquor license as well as a State liquor license issued by the State of Illinois in order to serve alcohol within the Licensed Area.
- c. Licensee shall comply with all applicable Village-issued Executive Orders, **Exhibit "A"**, any associated Governor's Executive Order and Illinois Department of Public Health Regulations for Outdoor Dining.
- d. The regulations of the Village Liquor Control Ordinance, as amended, and the State Liquor Control Act of 1934, as amended, that are applicable to the service, consumption and retail sale of alcoholic liquor shall apply within the Licensed Area and Outdoor Cafe and shall apply to all customers located in the Licensed Area and Outdoor Cafe.
- e. Café Hours: The operation of the Temporary Outdoor cafe shall be permitted only between the hours of six o'clock (6:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of six o'clock (6:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. Prior to the opening time and after the closing times listed above, patrons will not be allowed to occupy a Temporary Outdoor Cafe.
- f. Hours for Liquor Sales and Service: The sale and service of alcoholic within the Temporary Outdoor Cafe shall be permitted only between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. Licensees offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays. The Licensee shall not serve patrons alcoholic beverages in the Temporary Outdoor Cafe outside of the authorized hours of operation.
- g. No food may be stored, cooked or otherwise prepared in the Outdoor Cafe. No live entertainment shall be permitted in the Outdoor Cafe.
- h. There shall be no bus tubs or plate carts or racks stationed in the Licensed Area or the Outdoor Cafe.
- i. The food will be served on or in disposable plates and cartons with disposable utensils to the extent feasible.
- j. The tables and chairs shall be cleaned with a sanitizing product after each use by customers.
- k. Each evening the Licensed Area and the Outdoor Cafe shall be swept clean of any debris and all tables and chairs shall be consolidated in a neat and orderly manner.
- l. At least three times per week (and when requested by the Community Development Director), the Licensed Area and the Outdoor Cafe shall be powerwashed by Licensee to remove any food or drink residue or other debris.
- m. Licensee may not service or refuse to continue to serve any customers who create excessive noise or whose behavior is disruptive to the residents and other businesses in the immediate area.

- n. The Temporary Use Permit for the Outdoor Cafe is subject to monthly review, renewal is in the sole discretion of the Corporate Authorities of the Village, and such Permit may be suspended or revoked at any time upon written notice by the Village President, or her designee, if the health, welfare and safety of the public warrants suspension or revocation or for non-compliance with the temporary use permit or any applicable laws or regulations.
- o. Licensee shall repair or replace any portions of the Licensed Area damaged by Licensee, its employees, agents or customers. Licensee shall give written notice to the Village Manager of any damage caused to the Licensed Area or of any claims, demands or lawsuits received by the Licensee relative to the Licensed Area or the Outdoor Cafe. The written notice shall be delivered to the Village Manager within twenty-four (24) hours of Licensee or its employees or agents learning of such damage or receiving such claims, demands or lawsuits.
- p. The issuance of the Temporary Use Permit for the operation of a temporary Outdoor Cafe is not an approval of a Class H (Outdoor Liquor Cafe) Liquor License in accordance with the provisions of the Village Liquor Control Ordinance.

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

**Section 5. Interference.** Licensee represents and warrants that its use of the Licensed Area shall not interfere in any way with the use of the remaining public ROW owned by the Village or any other government body. Licensee shall maintain, adjacent to the Outdoor Cafe area and within the Licensed Area, a public or combined private and public sidewalk of no less than five (5) feet clear of all obstructions (i.e., tables, chairs, street lighting, benches, trees, etc.). Licensee agrees that, upon written notice of a failure to maintain an unobstructed or insufficient adjacent public ROW, Licensee shall have twenty-four (24) hours in which to remedy such interference or insufficiency. Upon a failure to remedy such interference or insufficiency within said twenty-four (24) hour period to the satisfaction of the Village, this Agreement may be immediately terminated by the Village Manager, in his/her discretion, and the Village may demand the immediate cessation of all Outdoor Cafe activities on the Licensed Area. If the use of the Licensed Area for Outdoor Cafe purposes interferes with a public event planned on the public ROW, the public event shall take precedence. The Village shall endeavor to notify the Licensee thirty (30) calendar days in advance of the scheduled event that will require the use of the public ROW being used by Licensee.

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

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

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

A. **Release Of Claims:** Licensee agrees to waive and relinquish any and all claims, demands or causes of action of any kind, including but not limited to death, damages, or economic and non-economic damages or losses, that it or its members, officers, employees, volunteers, customers and agents may have against the Village and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers and volunteers arising out of, connected with or in any way associated with the Licensed Area, the Outdoor Cafe or this Agreement.

B. **Risk Of Injury:** Licensee assumes the full risk of injuries, death, damages or losses of any kind which it or its employees, customers or members of the public may sustain in any way in, on or about the Licensed Area or the Outdoor Cafe.

C. **Indemnity and Defense:** Licensee agrees to protect, indemnify, save and hold forever harmless and defend the Village and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers and volunteers from and against any and all liabilities, obligations, claims, damages of any kind, penalties, causes of action, costs and expenses brought by any person, including Licensee and their members, officers, officials, employees, contractors, subcontractors, volunteers, customers and agents, arising out of, connected with or in any way associated with the approval, existence, use or operation of the Licensed Area or the Outdoor Cafe or any provision or section of this Agreement.

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

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

Licensee shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide." Copies of the insurance certificate(s) shall be attached as **Exhibit "E"**. Said certificates shall list the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents as additional insureds on all required insurance policies. The "Description of Operations, Additional Remarks" box near the bottom of the certificate of insurance must state the following: "THE VILLAGE OF WESTERN SPRINGS AND ITS FORMER, CURRENT AND FUTURE APPOINTED AND ELECTED OFFICIALS, PRESIDENTS AND TRUSTEES, EMPLOYEES, ATTORNEYS, ENGINEERS, AGENTS, AND VOLUNTEERS ARE AN ADDITIONAL INSURED WITH REGARDS TO THE USE OF PUBLIC RIGHT-OF-WAY, PUBLIC PROPERTY AND PRIVATE PROPERTY FOR ALL TEMPORARY OUTDOOR CAFÉ DINING/EATING OPERATIONS AND ACTIVITIES." The insurance coverage of Licensee shall be primary to the Village's own insurance. The certificates shall provide for a thirty (30) day written notice to the Village in the event of cancellation or material change of coverage.

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

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

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

**Section 12. Village's Remedies on Default.** If Licensee defaults in the performing of any of the other covenants or conditions hereof, or in the occurrence of any Event of Default, the Village shall give Licensee notice of such default, and if Licensee does not cure any such default within seven (7) calendar days after the giving of such

notice (or if such default is of such nature that it cannot be completely cured within such period, if Licensee does not commence such curing within seven (7) calendar days and thereafter proceeds with reasonable diligence and in good faith to cure such), then the Village may terminate this Agreement. Upon termination of this Agreement, Licensee shall quit and surrender the Licensed Area to the Village. Where other provisions of this Agreement call for a different notice period or for an immediate termination of the License under certain specified circumstances, the time limitations in those provisions shall control over this Section.

**Section 13. Non-Waiver.** Failure by Licensee or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Licensee and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

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

**Section 15. Option to Renew.** This Agreement may be renewed or its term extended, but only by mutual written agreement of the Parties.

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

**Section 17. Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**Section 18. Right to Terminate.** The Village may terminate this Agreement at any time and for any reason upon written notice to Licensee in the event that if the health, welfare and safety of the public warrants termination or if the Temporary Use Permit expires or is revoked or terminated. In the event the Village exercises its right to terminate this Agreement, Licensee agrees to restore the Licensed Area to its condition as of the Effective Date, as required by Section 4.

**Section 19. Venue.** The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the personal jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

**Section 20. Complete Defense.** It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Licensee, Business or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

**Section 21. Authority to Bind.** The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

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

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

**VILLAGE OF WESTERN SPRINGS**

By: Alice F. Gallagher  
Name: ALICE F. GALLAGHER  
Alice F. Gallagher  
Village President

Date: 5/29, 2020

**LICENSEE:**

By: [Signature]  
Name: Robert Salerno  
Title: PRESIDENT  
Authorized Corporate Officer

Date: 5/29/20, 2020

**Group Exhibit "A"**

Guidelines for Temporary Expansion of Outdoor Dining Areas

(attached)

**Group Exhibit "B"**

**Map of Village Approved, Licensed Outdoor Dining Area**

**and**

**Site Plan**

(attached)



SAVERNO'S  
821 BURLINGTON  
& BARRICADES

**Exhibit "C"**

**Village Temporary Use Permit for  
Licensed Area for Outdoor Café or Outdoor Cafe**

(attached)

**Exhibit "D"**

**Other Governmental Body Approval  
of Use of Licensed Area for Outdoor Liquor Cafe**

(NONE or attached)

**Exhibit "E"**

**Insurance Certificate(s)**

(attached)

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

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

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

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

**DATE: 3/15/2025**

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

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

The undersigned (an owner), Robert Salerno (name), President / Owner (title) of Salerno's Western Springs, Inc d/b/a Salerno's Pizza & R Bar (business name and assumed name) makes application for a Class B & H liquor license, at the address of 821 Burlington Ave, Western Springs IL 60558 for the period ending March 31, 2025, and tenders the sum of \$ 2150.00, the prescribed fee as set forth in the following:

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

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

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

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

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

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

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

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

- A. Name: Robert Salerno  Male  Female:
- B. Mailing Address: [REDACTED]
- C. Address at Residence: [REDACTED]
- D. Home Phone No.: n/a Cell: [REDACTED]
- E. Work Phone No.: n/a Pager: n/a
- F. Citizenship Status: United States
- G. If naturalized citizen, time and place of naturalization: \_\_\_\_\_
- H. Place of Birth: [REDACTED]
- I. Driver's License Number: [REDACTED]
- J. Height: [REDACTED]
- K. Weight: [REDACTED]
- L. Color of eyes: [REDACTED]
- M. Color of hair: [REDACTED]
- N. Social Security number: [REDACTED]
- O. Vehicles owned with registration numbers: \_\_\_\_\_
- P. Other home addresses within the last 5 years:

Street Address	City, State, ZIP	Dates	
		From	To

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

Business Name: Pazzo's Bar & Eatery

Address: 1017 Front St. Lisle IL 60532 Phone Number: 630-241-9955

Dates owned: From: June 2015 To: Current

Describe any liquor license incident requiring police intervention:  
none

State liquor license #: 1A-0068614 Date of license: 7/10/2024 - 7/31/2025

Municipal liquor license #: LIQ - 42 Date of license: 12/27/2024 - 12/13/2025

Name, address and telephone number of municipality issuing liquor license: Village of Lisle 925 Burlington Ave Lisle 60532 630-271-4162

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

S. State your relationship to the business for which the license is sought. \_\_\_\_\_  
**Owner**

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

Total square feet: \_\_\_\_\_ Bar area Sq. Ft.: \_\_\_\_\_ Kitchen area Sq. Ft.: \_\_\_\_\_

No. of tables: \_\_\_\_\_ Type of food served: \_\_\_\_\_

No. of parking spaces: \_\_\_\_\_

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

4. **Name of corporation to which license is to be issued.** \_\_\_\_\_  
**Salerno's Western Springs, Inc.**

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

Business Name: **Salerno's Pizza & R Bar**

Address: **821 Burlington Ave, Western Springs** Phone Number: **708-246-8668**

6. **Does the Applicant own the building or the space in which the business is located?**  Yes  No  
*[Attach/include proof of ownership (e.g., a deed) to this Application].*

7. **Does the Applicant lease the building or the space in which the business is located?**  Yes  No  
The expiration date of the Lease is: \_\_\_\_\_ *[Attach a certified copy of Lease to this Application].*

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

9. **Is any school (other than an institution of higher learning), hospital, home for the aged or indigent persons or for veterans, their spouses, or children within 100 feet of the center of the proposed licensed premises?**  
 Yes  No

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

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

Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

12. How long has the Applicant been in the business of the retail sale of alcohol and describe the nature of its business experiences? 20 yrs

\_\_\_\_\_  
\_\_\_\_\_

13. Date of incorporation or organization of your company: 2/3/2017

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

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

If so, state the date of reinstatement: \_\_\_\_\_  
\_\_\_\_\_

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

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

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Office Held: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Office Held: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Office Held: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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

Name: \_\_\_\_\_ Address: \_\_\_\_\_ % of Stock: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ % of Stock: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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

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

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone No: \_\_\_\_\_

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

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

\_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone No: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone No: \_\_\_\_\_

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

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

License Holder: \_\_\_\_\_ Date: \_\_\_\_\_

City and State: \_\_\_\_\_

License Holder: \_\_\_\_\_ Date: \_\_\_\_\_

City and State: \_\_\_\_\_

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

If so, state the date of particulars: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

If so, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

If yes, please state the following:

Previous Licensor: \_\_\_\_\_ Licensee Name(s): \_\_\_\_\_

Licensee(s) Address: \_\_\_\_\_

Address of Licensed Premises: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Name of Person: \_\_\_\_\_ Charge: \_\_\_\_\_  
Date: \_\_\_\_\_ City and State: \_\_\_\_\_  
Disposition: \_\_\_\_\_

Name of Person: \_\_\_\_\_ Charge: \_\_\_\_\_  
Date: \_\_\_\_\_ City and State: \_\_\_\_\_  
Disposition: \_\_\_\_\_

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

27. The Applicant's Retailer Occupational Tax Registration (ROT) Number: \_\_\_\_\_  
The Applicant's Federal Employer Identification Number (FEIN): 81-5230668

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

If the answer is "Yes," explain: \_\_\_\_\_  
\_\_\_\_\_

29. Is any person listed in Question Numbers 17 and 18 or any of your managers an elected public official?  Yes  No

If yes, state the office and unit of government: \_\_\_\_\_  
\_\_\_\_\_

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

If yes, state the particulars: \_\_\_\_\_  
\_\_\_\_\_

31. Does any person listed in Question Numbers 17 or 18 or any of your managers hold any law enforcement office?  
 Yes  No

If yes, name the person, title and agency:

Person: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_

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

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

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

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

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

If yes, state the reasons We have gaming at several other restaurant's

35. State the value of goods, wares and merchandise to be used in the business that are purchased and on hand at this time: \_\_\_\_\_

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

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

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

Yes  No

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

38. Pursuant to Title 4, Chapter 1, Section 15 of the Western Springs Municipal Code, no license shall be issued if any of the below statements cannot be answered in the affirmative by the Applicant. By signing this Application, the Applicant affirmatively states that the Applicant is:
- A. A person who is a resident of the Village (unless Subsections J, K or L apply).
  - B. A person of good character and reputation in the community in which he or she resides.
  - C. A person who is a citizen of the United States.
  - D. A person who has not been convicted of a felony under any federal or state law, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
  - E. A person who has not been convicted of being the keeper of or is not keeping a house of ill fame.
  - F. A person who has not been convicted of pandering, sexual molestation or other crime or misdemeanor opposed to decency and morality.
  - G. A person whose license to sell alcoholic liquor, whether issued under this Chapter or by any other governmental entity, has not been revoked for cause.
  - H. A person who at the time of application for renewal of license issued hereunder would be eligible for such license upon a first application.
  - I. A partnership, and all of the partners of such partnership qualified to obtain a license as individuals except for reason of residency.
  - J. A copartnership, if any general partnership thereof, or any limited partnership thereof, owning more than 5% of the aggregate limited partner interest in such copartnership would not be eligible to receive a license hereunder for any reason other than residence within the Village.
  - K. A corporation where:
    - (i.) No officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five percent (5%) of the stock of such corporation, is ineligible to receive a license hereunder for any reason other than citizenship and residency; and
    - (ii.) It is incorporated in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois, it is in good standing under the state of incorporation.
  - L. A limited liability company where:
    - (i.) No officer, manager or director owning more than 5% of the aggregate ownership interest in such company is ineligible to receive a license hereunder for any reason hereunder other than citizenship and residency; and
    - (ii.) It is organized in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign limited liability company which is qualified under Illinois law to transact business in Illinois, it is in good standing under the state of organization.
  - M. A person whose place of business is conducted and physically controlled and operated by a manager or agent and such manager or agent possesses the same qualifications required of an individual licensee hereunder.
  - N. A person who has not been convicted of a violation of any federal or state law concerning the sale or use of illegal drugs, or the manufacture, possession or sale of alcoholic liquor, or has not forfeited his bond to appear in court to answer charges of any such violation, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
  - O. A person who either owns the premises (or the beneficial interest in a land trust owning the premises) for which a license is sought, or has a lease thereon for the full period for which the license is to be issued.

- P. A person who is a beneficial owner of the business to be operated by the licensee.
- Q. A person who is not a law enforcing public official, the village president, member of the board of trustees, member of the local liquor control commission or any other elected public official, unless said applicant is a member of the board of trustees (except for the village president who serves as the local liquor commissioner) who seeks a license in relation to premises that are located within the Village, provided (i) the sale of alcoholic liquor pursuant to the license is incidental to the selling of food, (ii) the issuance of the license is approved by the State Commission, (iii) the issuance of the license is in accordance with all applicable local ordinances in effect where the premises are located, and (iv) the official granted a license does not vote on alcoholic liquor issues pending before the Village Board.
- R. A person or entity to whom a federal wagering stamp has not been issued by the federal government for the current tax period unless the person or entity is eligible to be issued a license under the Raffles Act or the Illinois Pull Tabs and Jar Games Act.
- S. A person who has not been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.
- T. A person who is twenty-one (21) years of age or older.

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

- A. The Applicant has not been convicted of a felony or any other offenses prohibited under Title 4 of the Western Springs Municipal Code.
- B. The Applicant will not violate any of the laws of the Village, the State or of the United States in the conduct or operation of the place of business to be licensed.

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

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

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

**SPECIAL EVENT RIDER**

**THE APPLICANT SHALL COMPLETE THIS SPECIAL EVENT RIDER AS PART OF THE APPLICATION FOR A SPECIAL EVENT LICENSE.**

**1. Pre-Application Review:**

A. Did you request a Pre-Application Review?     Yes     No

B. Did you submit a pre-application letter (as well as other documents) to the Local Liquor Control Commissioner?

Yes     No

*If yes, attach a copy of the submittal to this Rider.*

C. Did you meet with the Local Liquor Control Commissioner as part of the Pre-Application Review?     Yes     No

D. Did you receive any correspondence from the Local Liquor Control Commissioner or any Village personnel regarding the Pre-Application Review?     Yes     No

*If yes, attach a copy of the correspondence to this Rider.*

**2. Location:** *Attach a diagram or site plan for the special event location, including the locations of any alcoholic beverage tents, individual retail sales/tasting booths or an alcoholic beverage sales/consumption areas, the size, internal set up, fence requirements and designated security entrance and exit points for patrons and minors.*

**3. Security for Outdoor Alcoholic Beverage Tent and Alcoholic Beverage Sales/Consumption Area:** Describe the security measures to be employed in regard to the operation of the alcoholic beverage tent and/or alcoholic beverage sales/consumption area with respect to minors and adults who enter these areas:

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**4. Music:** Are you planning to have amplified music or live music or other forms of music entertainment at an outdoor special event?     Yes     No

If yes, describe the sound system, the type of music (live, amplified, other) and location of the musicians and sound equipment:

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**5. Signage:** Are you planning to post any advertising signs that relate to the sale of beer, wine or other alcoholic liquor within the alcoholic beverage tent or alcoholic beverage sales/consumption area? If so, please attach copies of the proposed signs.

**6. Number of Events:** Identify the number of special events you plan to conduct in the current calendar year, specify the dates of each event and state the name of each event.

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**7. State and Village Licenses:** Attach proof of application for or receipt of all other required Village and State licenses, including a State special event liquor license or similar approval.

**8. Insurance:** Attach an insurance certificate or binder for the required insurance coverage as required by Section 4-1-20 of the Liquor Control Ordinance.

**9. License and Indemnification Agreement:** Attach a signed and dated License and Indemnification Agreement (Village-approved form).

**10. Additional Municipal Services:** Identify any municipal services, such as police, fire, emergency medical services and public works personnel and services that are requested for the special event.

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**SIGNATORY PAGE**

Corporate Seal  
(If applicant is corporation)

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

**JoEllen Smith**

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

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

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

*Robert Salerno*

APPLICANT

Subscribed and Sworn to before me this 27th day of MARCH 2025

*JoEllen Smith*

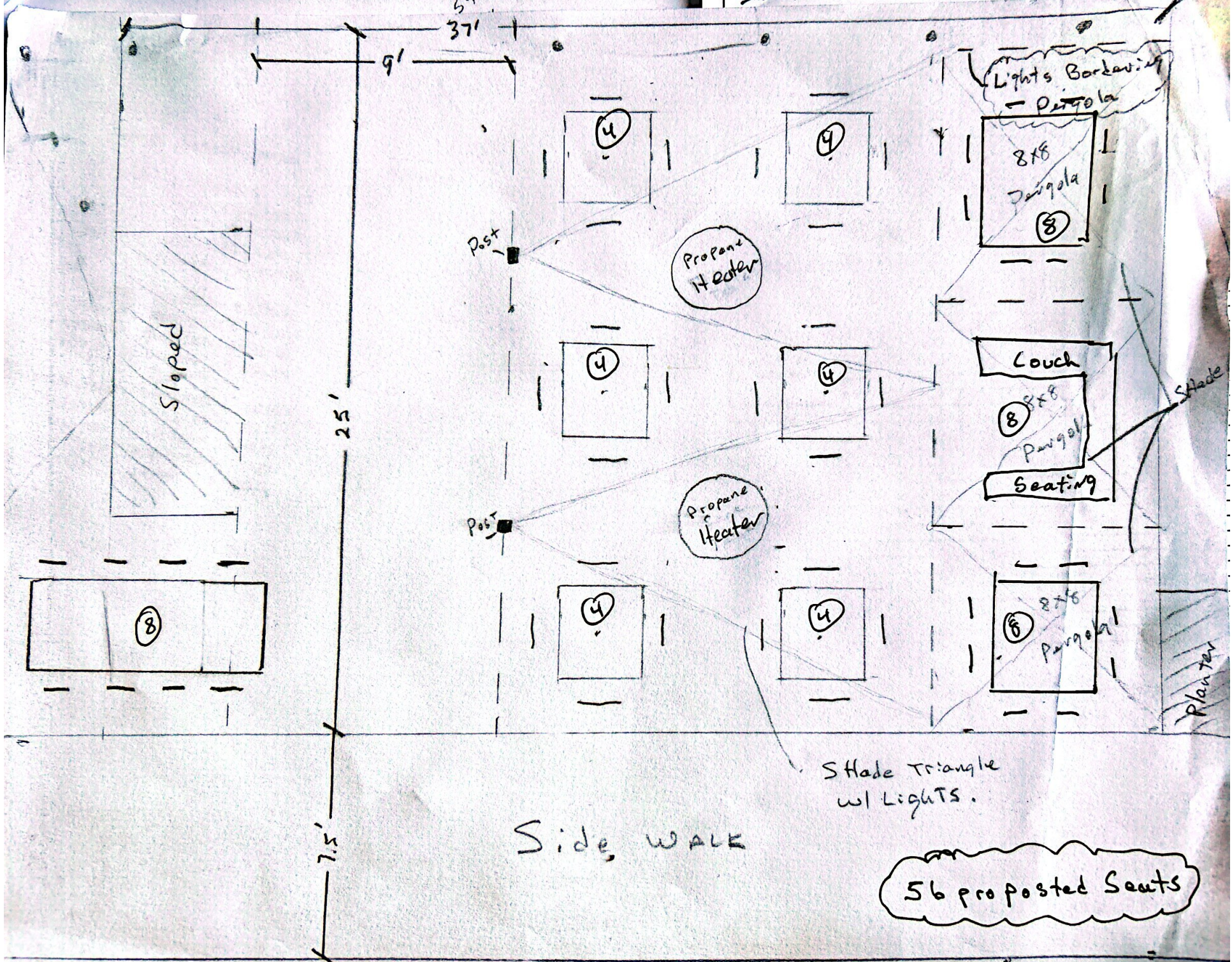
NOTARY PUBLIC

APPLICATION APPROVED:

\_\_\_\_\_  
Local Liquor Control Commissioner



Date: \_\_\_\_\_



Salerno's Building

56 proposed Seats



## **AGENDA ITEM SUMMARY**

### **GENERAL GOVERNMENT COMMITTEE**

General Government Committee: April 24, 2025

#### **AGENDA ITEM D.4.**

**To:** General Government Committee  
**From:** Pat Schramm, Director of Technology  
**CC:** Ellen Baer, Village Manager  
**RE:** Cable Channel and Audio Visual Upgrades

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#### **Recommendation**

Consider a recommendation to waive the bid and approve two (2) quotes obtained from Sourcewell from Midwest Computer Products in the amounts of \$17,945.00 and \$16,970 to replace audio and visual equipment and cable channel broadcasting equipment.

#### **Summary**

The audio and video equipment in the All Purpose Room is outdated and the cable channel broadcasting equipment is no longer functioning. The All Purpose Room acts as an overflow for meetings with large turnouts and often requires the use of audio and video equipment. The required audio and video equipment is specialized and must be compatible with the items we recently replaced in the Board Room. The Village has used Midwest Computer Products, a vendor from Sourcewell, to perform similar work in the Board Room.

#### **Financial Impact**

It is anticipated that the Village will be reimbursed the full amount through the West Central Cable Agency (WCCA) grant program.

Account	Capital Fund
Fund	120331060035
2025 Budget	\$50,000
Project Cost	\$34,915

#### **Recommended Motion**

I move to recommend the Village Board waive the bid and approve two quotes obtained through Sourcewell, from Midwest Computer Products to replace audio and visual equipment and cable channel broadcasting equipment.

#### **Strategic Plan Alignment**

Technology use and effectiveness.

## **File Attachments**

1. 722498 Basement Meeting RM AV upgrades
2. 722804 CATV UPGRADES



MIDWEST COMPUTER PRODUCTS, INC.

33W512 Roosevelt Rd  
West Chicago, IL 60185  
630-232-0010 phone  
630-232-0559 fax

3/1/2025

Village of Western Springs  
740 Hillgrove  
Western Springs, IL 60558  
Attn: Pat Schramm

## Project: 722498 Basement Room AV Upgrades

### Project Summary/Scope of Work

The AV system in the Basement Meeting Room will be updated to remove the ceiling mounted projector and two wall mounted displays and wall mounts. These will be removed and left with the village for disposal.

Two new 86" 4K UHD commercial displays will be installed on the north and south walls. The north wall display will be installed on a tilt wall mount. The only source for this display will be a Barco ClickShare that will be installed in the AV closet on the east side of the room. The south wall display will be installed on a swing arm mount. The south display will connect to the same Barco ClickShare as the north monitor on HDMI 1 but will also have its own local Barco ClickShare connected to HDMI 2.

The main room Barco ClickShare will connect to an HDMI distribution amplifier to split the signal between the 2 displays and to an HDMI audio de-embedder.

The audio system in the room will be reworked to replace the existing audio mixer with a new one. The new mixer will be installed in the existing equipment rack in the closet. Control of the audio will be accomplished using the front panel controls on the new mixer.

The audio sources will be the Barco ClickShare, HDMI audio that is de-embedded and 1 new handheld wireless microphone system. The new microphone will be equipped with a rechargeable battery and can be recharged by docking the microphone in a new recharging docking station. The existing audio amplifier and ceiling speakers will be reused in the new system design.

The existing rack box will be reconfigured to hold the existing and new components needed for the new AV system.

### System Overview

#### System Description

- Source Devices:
  - Wireless connection using the Barco Clickshare device.
- Displays:
  - Two NEC 86" large displays.

- Audio:
  - New Shure Handheld Wireless Microphone
  - Shure Mic/line Mixer
- Control System(s):
  - Not in the design
- Equipment Location:
  - The new equipment will be located in the rack in the closet.

#### **Installation Exclusions – The following work is **not included** in our Scope of Work**

- Any necessary ceiling modifications for the projector and screen including T-Bar refinishing.
- Ceiling tile replacement and or repair.
- Any RJ45 terminations.
- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration.
- All millwork (moldings, trim, cut outs, etc.).
- Furniture modifications (table cuts, credenza cuts, etc.).
- Painting and patching.
- Permits (unless specifically provided for and identified within the contract).

#### **Client Responsibilities**

- Providing all required permits and passes for MCP personnel.
- **All AC power**, including power cabling, equipment, receptacles, floor boxes, risers, conduit between risers, raceways, etc., will be furnished, installed and made available at MCP required locations by others.
- All Network configurations including IP addresses are to be provided, operational and functional before integration begins. MCP will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration.
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- All above ceiling cable runs are assumed to have an unobstructed path from end to end unless otherwise noted. Any walls, beams, etc. discovered during the installation process necessitating additional unplanned labor and time will result in a change order with additional costs.
- There is ready access to the building / facility and the room(s) for equipment and materials.

- This proposal is based on a continuous work cycle, with no delays, performed during normal working hours. Monday through Friday, excluding company holidays.
- Work is to be performed at  
Village of Western Springs  
740 Hillgrove  
Western Springs, IL 60558
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days.
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- The documented Change Control process will be used to the maximum extent possible – the Client will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders.
- Manufacturer equipment latest firmware updates will be performed during the course of the installation. No Manufacturer firmware will be incorporated after Substantial Completion (equipment/room available for Client's functional use) has been achieved. Further firmware updates are the Client's responsibility or MCP can be contracted on a time and materials basis to perform further updates. It should be noted that a firmware update on one piece of equipment may require other items to be updated as well in order to maintain system integrity and optimum functionality.
- MCP will be allowed to photograph the finished project and post pictures on its website. The owner's name will not be used without written permission.

### **Construction Considerations**

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- Staging equipment and materials at shop and installation site.
- Submittals of operator manuals of all equipment documentation.
- Installation supervision.
- Substantial Completion (room available for use)
- Completion of final punch list items.

**On-Site Installation shall include:**

- Pulling, bundling and terminating audio and control cables.
- Installing structural systems for audiovisual equipment.

- Software/hardware testing.
- Adjusting and balancing audio gain as required.
- Assuring the finished system meets the design criteria and functions per the design concept.
- Site cleanup and disposal, etc.
- Completion of final punch list items.

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- It is understood by the Client that any changes made may affect delivery time tables and work schedules.

#### **Knowledge Transfer (Training)**

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- Equipment and system overview
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- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required
- All persons requiring system training must be present at the agreed upon time. Return trips to train individuals not present at the agreed upon time will be billed as an additional charge.

#### **Standard Warranty**

MCP and its installation subcontractor warrant the Audiovisual System furnished to be free from defects in workmanship (i.e. cables, connections and structures) failure for a period of 90 days from the date of acceptance or first beneficial use. Such defects shall be corrected in a timely and responsible manner. Manufacturer's equipment warranties are of varying lengths (usually 90 days to 3 years). MCP shall warranty this equipment for the term established by the manufacturer on a depot basis. Warranty does not apply to any product that has been subject to misuse, neglect, accident or operational error.

<b>System Pricing</b>	
<b>Display System</b> Two NEC 86"Displays Mounts	\$ 5,357.00
<b>Audio System</b> Shure Wireless handheld microphone Shure Mic/Line Mixer Battery Charging system for Microphone	\$ 925.00
<b>Control System/Programming</b> Barco Clickshare system with 2 Pucks	\$ 2,920.00
<b>Connectivity/Infrastructure</b> Cabling and hardware needed for installation	\$ 353 .00
<b>Engineering/Installation/Integration/Project Management</b>	\$ 8140.00
<b>Subtotal</b>	\$ 17,695.00
<b>Freight</b>	\$ 250.00
<b>Sales Tax</b>	N/A
<b>Grand Total</b>	<b>\$ 17,945 .00</b>

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sincerely,  
Midwest Computer Products, Inc.

*David Perkins*  
*Sales Representative*

**Payment Terms**

Payment shall be 50% down payment upon acceptance of the design with remaining 50% due 15 days after system commissioning. Cancellation of this project prior to completion will result in restocking charges for all equipment and materials.

*This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Midwest Computer Products, Inc.*



MIDWEST COMPUTER PRODUCTS, INC.

33W512 Roosevelt Rd  
West Chicago, IL 60185  
630-232-0010 phone  
630-232-0559 fax

3/11/2025

Village of Western Springs  
740 Hillgrove  
Western Springs, IL 60558  
Attn: Pat Schramm

## Project: 722804 CATV Upgrades

### Project Summary/Scope of Work

The CATV Feed that sends the live Boardroom meetings to the local CATV system will be upgraded.

A new HDMI extender over shielded CAT6 cable will be installed to send the Boardroom HDMI program feed down to the basement CATV rack. This HDMI extender will connect to a new HDMI scaling switcher. When live meetings are not being sent from the Boardroom, the new switcher can send either digital signage from a Brightsign digital signage player or media from an owner furnished PC so that something can always be sent out to the local cable TV channel.

The output of the new HDMI scaling switcher will be sent to a new Blonder Tongue CATV modulator after being converted to composite video and 600-ohm impedance audio.

A new Crestron control processor will be installed to allow for controlling the new switcher from anywhere in the Village Hall on the customer's LAN. This will allow the operator at the Boardroom control desk to switch the CATV feed to a live meeting when desired and to switch back to signage or a PC presentation after the meeting concludes.

The control room operator will audio monitor speakers for monitoring the audio from the Boardroom.

The new equipment will be installed in the existing equipment rack that holds the current Scientific Atlanta CATV modulator. The customer to provide network connections for the new Brightsign player and Crestron control processor. The customer is to provide a PC or laptop for media output to the CATV feed. All licensing and content from the Brightsign player or PC to be provided by the customer.

### System Overview

#### System Description

- Source Devices:

- 

- Displays:

-

- Audio:
  -
- Control System(s):
  - Crestron system with RMC4 control process
  - Kramer4K Presentation switcher/scaler
  - Brightsign Digital Signage player
  - Blonder Agile Modulator
- Equipment Location:
  - The new equipment will be located in the rack in the closet or in the cubicle where some existing equipment is below the boardroom.

#### **Installation Exclusions – The following work is **not included** in our Scope of Work**

- Any necessary ceiling modifications for the projector and screen including T-Bar refinishing.
- Ceiling tile replacement and or repair.
- Any RJ45 terminations.
- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration.
- All millwork (moldings, trim, cut outs, etc.).
- Furniture modifications (table cuts, credenza cuts, etc.).
- Painting and patching.
- Permits (unless specifically provided for and identified within the contract).

#### **Client Responsibilities**

- Providing all required permits and passes for MCP personnel.
- **All AC power**, including power cabling, equipment, receptacles, floor boxes, risers, conduit between risers, raceways, etc., will be furnished, installed and made available at MCP required locations by others.
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<b>System Pricing</b>	
<b><u>Display System</u></b>	N/A
<b><u>Audio System</u></b>	N/A
<b><u>Control System/Programming</u></b> Crestron system with RMC4 control process Kramer4K Presentation switcher/scaler Brightsign Digital Signage player Blonder Agile Modulator	\$ 5,644.00
<b><u>Connectivity/Infrastructure</u></b> Cabling and hardware needed for installation	\$ 572 .00
<b><u>Engineering/Installation/Integration/Project Management Commissioning</u></b>	\$ 10,554.00
<b><u>Subtotal</u></b>	\$ 16,770.00
<b><u>Freight</u></b>	\$ 200.00
<b><u>Sales Tax</u></b>	N/A
<b><u>Grand Total</u></b>	<b>\$ 16,970 .00</b>

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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