



AGENDA

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025 at 7:00 PM

Village Board Room 740 Hillgrove Avenue, Western Springs, IL 60558

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Heidi Rudolph , Village President

Amy Avakian, Trustee

Nicole Chen, Trustee

Alan Fink, Trustee

Scott Lewis, Trustee

Phil Nawrocki, Trustee

James Tyrrell, Trustee

4. Citizen Comments

5. Approval of Meeting Minutes

A. Approval of the April 28, 2025 Board of Trustees Meeting Minutes (Omnibus Item)

6. General Government Committee Report (Trustee Tyrrell)

A. Rugeley Day Proclamation (Omnibus Item)

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

C. Hillgrove Tap, 800 Hillgrove Avenue Units 101, 102, and 103 – Amendment to Class H and B Liquor Licenses and Temporary Use Permit

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

E. [Previously discussed] Contract with Midwest Computer Products for Cable Channel and Audio Visual Upgrades with Bid Waiver (Omnibus Item)

7. Finance Committee Report (Trustee Chen)

A. TIF Incentive Rebate Payment to Hawthorn 45, LLC

B. Expressing Official Intent Regarding Certain Capital Expenditures to be Reimbursed from Proceeds of One or More Obligations to be Issued by the Village of Western Springs

8. Planning and Zoning Committee Report (Trustee Nawrocki)

A. [Previously Discussed] PC 2025-01 – Lyons Township High School (LTHS) District 204, 4900 Willow

Springs Road, Amendment to Conditional Use Permit to Permit the Construction, Operation and Maintenance of an Outdoor Video Scoreboard and Softball Field (Omnibus Item)

9. Public Works & Water Committee Report (Trustee Fink)

- A. Lead Service Line Replacement Cost Share Reimbursement Policy and Permit Program
- B. 53rd Street & Flagg Creek Watermain Project - Rejection of All Bids
- C. Professional Services Agreement with Robinson Engineering, Ltd. for Construction Oversight and Management of the 2025 Sanitary Sewer Point Repairs
- D. Contract with Suburban General Construction for the 2025 Sanitary Sewer Point Repairs Project
- E. [Previously discussed] Authorization to use Motor Fuel Tax Funds for the 2025 Asphalt Street Resurfacing and Skip Patching Program (Omnibus Item)
- F. [Previously discussed] Contract with Murphy Construction for the 2025 Asphalt Street Resurfacing and Skip-Patching Program (Omnibus Item)
- G. Touch-A-Truck (Report Only)
- H. Water Systems Update (Report Only)

10. Properties & Recreation Committee Report (Trustee Avakian)

- A. Agreement with Tria-Architecture for the Space Needs Analysis of the Public Works Facility and Municipal Services and Engineering Departments

11. Public Health & Safety Committee Report (Trustee Lewis)

- A. Stray Animal Partnership-Based Services Agreement with the Hinsdale Humane Society
- B. Presentation of 2024 Annual Police Report
- C. Intergovernmental Agreement with the Township of Lyons for the 2025 Summer Intern Program

12. Consideration of and Action on Agenda Items

13. Explanation of Omnibus Voting Procedure

The Illinois State Statutes allow a municipality to collectively vote on a group of ordinances, resolutions, and other motions, such as awards of contract, appointments, etc. This is known as an omnibus vote. All the items contained on the omnibus vote list have been previously discussed by the President and Board of Trustees on at least one occasion, and often on several occasions. By placing them on the omnibus vote list, a single vote may be taken to approve them. A Trustee may remove any item from the list and have it discussed and voted on separately, prior to the omnibus vote. Is there any such request?

14. Consideration of an Omnibus Vote

- A. Motion to approve the April 28, 2025 Board of Trustees meeting minutes as read.
- B. Motion to proclaim May 23, 2025 Rugeley Day.

- C. A motion to approve the use of Motor Fuel Tax funds for the 2025 Asphalt Street Resurfacing and Skip Patching Program utilizing MFT Resolution Form BLR 09110A.
- D. Ordinance No. 25-3264
An Ordinance approving an amendment to the Conditional Use Permit to permit the construction, operation and maintenance of an outdoor video scoreboard and softball field at the 4900 Willow Springs Road Property (LTHS South Campus).
- E. Resolution No. 25-2907
A Resolution approving the waiver of the competitive bidding process and authorizing and approving the execution of a vendor contract for goods, supplies and services with Midwest Computer Products, Inc., based on the proposals dated March 1, 2025 and March 11, 2025, for the purchase and installation of new AV and CATV equipment for the All-Purpose Room and lower level in the Western Springs Village Hall (contract price: \$34,915.00).
- F. Resolution No. 25-2908
A Resolution accepting the low bid and authorizing the approval and execution of a construction contract for the 2025 Motor Fuel Tax (MFT) Roadway Resurfacing Projects to be entered into with the lowest cost, qualified and responsive bidder Murphy Construction Services, LLC, and authorizing the expenditure of Village MFT Funds, the Village's General Fund, and/or monies from other lawful sources (contract price: \$512,818.22).

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

16. New Business

17. Old Business

18. Reports

- A. Monthly Financial Report (Trustee Chen)
- B. Village President Rudolph
- C. Village Manager Baer
- D. Village Attorney Jurusik

19. Closed Meeting

- A. The setting of a price for sale or lease of property owned by the Village pursuant to 5 ILCS 120/2(c)(6).
- B. The appointment, employment, compensation, discipline, performance, or dismissal of a specific employee of the public body or legal counsel (5 ILCS 120/2(c)(1)).

20. 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.

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, April 28, 2025

President Heidi Rudolph, Presiding
Call to Order, 7:00 pm
Jill Izzo, Deputy Village Clerk

Board Members Present:

Amy Avakian
Nicole Chen
Alan Fink
Scott Lewis
Philip Nawrocki
James Tyrrell

Michael T. Jurusik, Village Attorney
Anne Skrodzki, Village Attorney

Staff Present:

Ellen Baer, Village Manager
Casey Beirnacki, Deputy Village Manager
Sean Gilhooley, Director of Law Enforcement
Brian Scott, Director of Fire and EMS
Heather Valone, Director of Community Development
Kelsey Fawell, Senior Planner
John Mastandona, Director of Finance
Jeff Koza, Director of Engineering
Jill Izzo, Deputy Village Clerk

PLEDGE OF ALLEGIANCE

President Rudolph led the audience in the Pledge of Allegiance.

ROLL CALL

Roll call as noted above.

PUBLIC COMMENTS

None.

APPROVAL OF MEETING MINUTES

President Rudolph asked the Board if there were any changes or additions of the meeting minutes from March 24, 2025 and April 14, 2025 Board of Trustees meetings. There were none and President Rudolph stated the minutes will be on tonight's Omnibus for approval.

COMMISSION REAPPOINTMENTS

President Rudolph read a list of reappointments to the Infrastructure Commission and stated that they will be on tonight's omnibus for approval.

GENERAL GOVERNMENT COMMITTEE REPORT

Trustee Tyrrell introduced Village Attorney Jurusik to report on the approval of budget amendment and execution of the settlement documents to resolve Cook County Case No. 13 CH 18362. Attorney Jurusik gave a brief history of the litigation and stated that the settlement is in the best interests of the Village. Trustee Tyrrell indicated that this item would be on tonight's Omnibus for approval.

Trustee Tyrrell reported that the General Government Committee reviews and recommends a contract with Midwest Computer Products for audio visual upgrades needed to replace outdated equipment in the All Purpose Room used in Village Hall as well as upgraded equipment for the cable channel. The cost of the upgrades will be covered by a grant from West Central Cable Agency.

FINANCE COMMITTEE REPORT

Trustee Chen reported that the previously discussed budget amendment for the additional design engineering services with HR Green, Inc. for the Woodland Ave. Reconstruction Project will be on tonight's omnibus.

PLANNING AND ZONING COMMITTEE REPORT

Trustee Nawrocki reported that an application to amend the conditional use permit for Lyons Township High School to relocate and improve their softball field was recommended by the Plan Commission and the Planning and Zoning Committee. Trustee Nawrocki introduced Director Valone to report on the application and Director Valone introduced Senior Planner Fawell who gave a brief presentation on the proposed application. John Grundke, Athletic Director from Lyons Township High School was available to answer questions. Heather Valone indicated that this item would be on the May 12, 2025 agenda for consideration on the Omnibus.

PUBLIC WORKS & WATER COMMITTEE REPORT

Trustee Fink reported that the ten items on the agenda were previously discussed and are on tonight's Omnibus for consideration. President Rudolph inquired as to whether the Water Resources contract for water meter replacement contained a provision for anticipated cost increases related to tariffs. Director Mastandona indicated invoices processed after April 2 would incur an 8% surcharge.

PROPERTIES & RECREATION COMMITTEE REPORT

Trustee Avakian indicated that the previously discussed items were on tonight's Omnibus for consideration.

PUBLIC HEALTH & SAFETY COMMITTEE REPORT

No report.

EXPLANATION OF OMNIBUS VOTING PROCEDURE

President Rudolph stated the Illinois State Statutes allow a municipality to collectively vote on a group of ordinances, resolutions, and other motions, such as awards of contract, appointments, etc. This is known as an omnibus vote. All the items contained on the omnibus vote list have been previously discussed by the President and Board of Trustees on at least one occasion, and often on several occasions. By placing them on the omnibus vote list, a single vote may be taken to approve them. A Trustee may remove any item from the list and have it discussed and voted on separately, prior to the omnibus vote.

There were no changes to the Omnibus vote list.

CONSIDERATION OF AN OMNIBUS VOTE

Trustee Tyrrell moved that the ordinances, resolutions and motions as contained on the meeting agenda for April 28, 2025, be adopted and/or approved under an omnibus vote. Trustee Tyrrell read the omnibus in its entirety and motioned it be approved.

Trustee Nawrocki seconded the motion. The motion passed on a roll call vote.

Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Nawrocki, Tyrrell and President Rudolph

Voting Nay: None

NEW BUSINESS

There was none.

OLD BUSINESS

There was none.

REPORTS

Monthly Financial Report (Trustee Chen)

Trustee Chen gave a brief overview of the February and March 2025 financial reports and motioned they be approved. Trustee Lewis seconded the motion. Motion passed on a roll call vote.

Voting Aye: Avakian, Chen, Fink, Lewis, Nawrocki, Tyrrell

Voting Nay: None.

Village President Rudolph

President Rudolph reported that Saturday was the opening of the pickleball courts and it was a festive and fun event. She expressed congratulations to the Park District on this new amenity.

President Rudolph thanked the police department for the handling of the car theft that occurred last Thursday. President Rudolph acknowledged and thanked the first responders who were on the scene of a horrific crash that occurred on April 25, 2025 and expressed her heartfelt condolences for all involved.

Village Manager Baer

Village Manager Baer reported that there is a live survey on the Village's website regarding the Safe Routes to School project that is looking at connectivity of the sidewalk system throughout the community. Manager Baer encouraged residents to give their feedback. Manager Baer also reminded residents that the Water Plant is hosting an open house on May 7 from 6:00 p.m. to 7:30 p.m. Manager Baer also reminded residents to purchase vehicle stickers by Wednesday April 30 to avoid the \$50 late fee.

Village Attorney Jurusik

No report.

ADJOURNMENT

Trustee Tyrrell made a motion to adjourn seconded by Trustee Nawrocki.

Motion passed on a voice vote.

The meeting was adjourned at 7:33 p.m.

Respectfully submitted,

Jill Izzo

Deputy Village Clerk

DRAFT



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 6.A.

To: Board of Trustees

From: Jill Izzo, Village Clerk

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

RE: Rugeley Day Proclamation (Omnibus Item)

Recommendation

To proclaim May 23, 2025 Rugeley Day in recognition of our bonds of friendship and understanding with the people of Rugeley in Staffordshire, England.

Summary

In the late 1950s, Western Springs joined the “People to People” Program, spearheaded by the U.S. State Department, which created partnerships between American cities and similar communities across the globe, to develop international relationships among governments and citizens. The Village of Western Springs was paired with Rugeley, in Staffordshire, England, and regular communications began.

In 1957 and 1958, representatives from Western Springs and Rugeley visited each other's communities and celebrated dedications honoring their continued partnership. In 1962, three representatives from Rugeley and Western Springs were invited by the State Department to communicate with each other via Telstar, the first commercial satellite system.

The people of Western Springs gratefully acknowledge friendships with the people of Rugeley, particularly those recently rekindled by members of the Western Springs Historical Society.

Financial Impact

None.

Recommended Motion

I move to proclaim May 23, 2025 Rugeley Day in recognition of our bonds of friendship and understanding with the people of Rugeley, in Staffordshire, England.

Strategic Plan Alignment

None.

File Attachments

1. Proclamation Rugeley Day



PROCLAMATION

WHEREAS, in the late 1950s, Western Springs joined the “People to People” Program, spearheaded by the U.S. State Department, which created partnerships between American cities and similar communities across the globe, to develop international relationships among government and citizens;

WHEREAS, in 1956, Western Springs asked the State Department to find a similarly sized community that could correspond and share ideas, and as a result was paired with Rugeley, England.

WHEREAS, thereafter regular correspondence began between Rugeley, England and Western Springs, focusing on government and how people lived.

WHEREAS, in 1957, the Western Springs Village President visited Rugeley and attended a dedication naming a new highway “Western Springs” in honor of the relationship with their sister city;

WHEREAS, in 1958, representatives of Rugeley visited Western Springs and in addition to a parade, the Governor of Illinois and British Consul spoke to the assembled crowd.

WHEREAS, on May 23, 1959, our community celebrated the official dedication of Rugeley Road. A boulder commemorating the dedication was placed at the corner of Caroline Place and Rugeley Road with a plaque that reads “Rugeley Road is in honor of Rugeley in Staffordshire, England where in 1957, a road was named for our Village”;

WHEREAS, in 1962, three representatives from Rugeley and Western Springs were invited by the State Department to communicate with each other via Telstar, the first commercial satellite system.

WHEREAS, this relationship has contributed to better understanding between people of goodwill in different parts of the world; and

WHEREAS, the people of Western Springs gratefully acknowledge friendships with the people of Rugeley, particularly those recently rekindled by members of the Western Springs Historical Society;

BE IT THEREFORE RESOLVED that in recognition of our bonds of friendship and understanding, the flag of the United Kingdom shall be displayed alongside the flag of the United States of America on Village Hall property on that day; and

BE IT THEREFORE RESOLVED that all residents of Western Springs shall be, and are, hereby encouraged to seek and work towards a better understanding of people everywhere.

BE IT THEREFORE RESOLVED that May 23, 2025, the anniversary of the dedication of Rugeley Road in our Village, be, and is, hereby officially proclaimed Rugeley Day;

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Western Springs, Cook County, Illinois to be affixed this ____ day of _____, 2025.

Village President

ATTEST:

Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 6.B.

To: Board of Trustees

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

Recommendation

The General Government Committee reviewed this item at their meeting on April 24, 2025, and recommended the approval of the amended Class H Liquor License and advancement of the item to the Liquor Control Commission for review and recommendation. The Liquor Commission reviewed this item at their meeting on April 30, 2025, and recommended the approval of the amended Class H Liquor License and advancement of the item to the Village Board for review and consideration.

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 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 Avenue. Figure 1 depicts the original approval for 26 seats within the public sidewalk and bump out area.

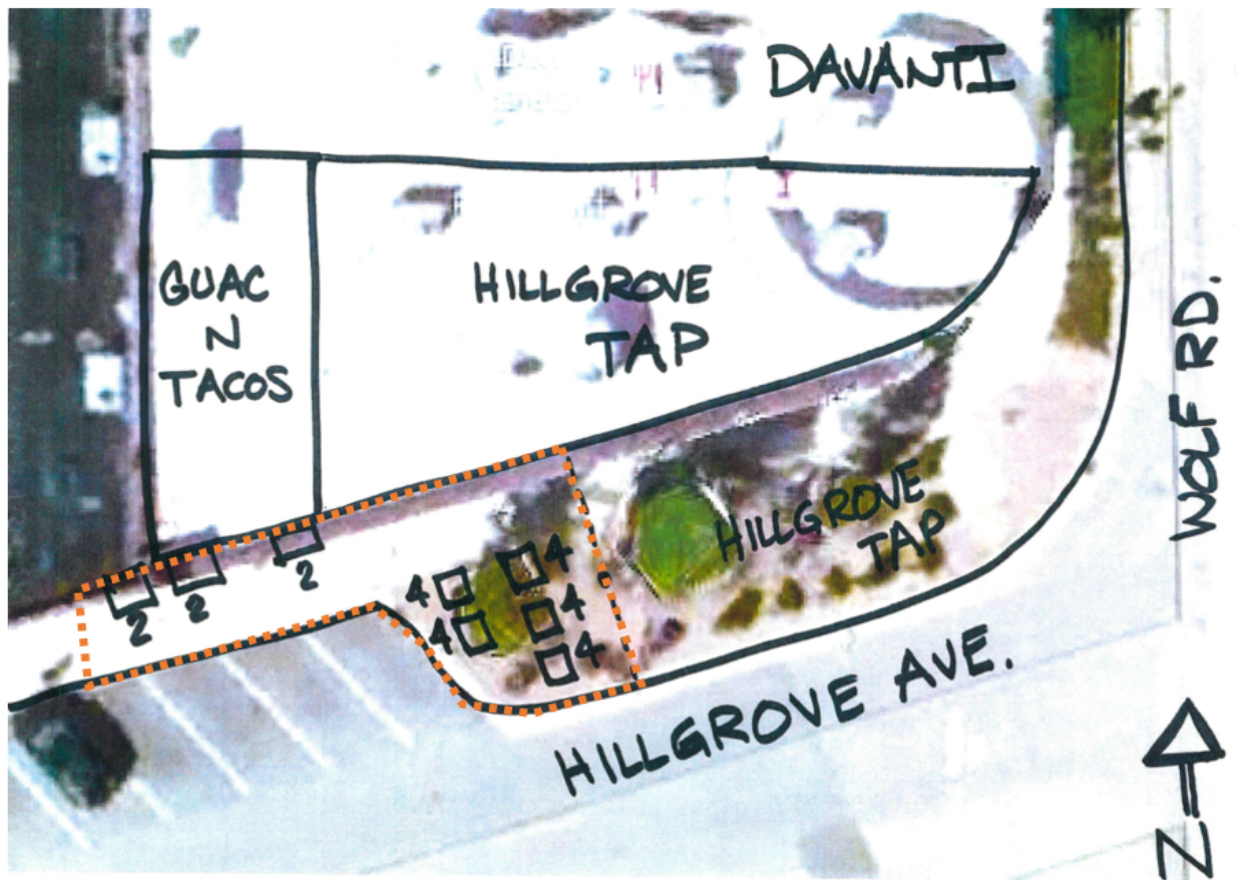


Figure 1 The orange dashed area shows the 2019 approved outdoor café area.

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

The General Government Committee reviewed the request at their meeting on April 24, 2025, and recommended approval of the request. The Liquor Control Commission reviewed the request at their meeting on April 30, 2025, and recommended approval of the request. Attachment 3 contains the recommendation from the Liquor Control Commission. Attachment 4 contains the draft ordinance.

Attachments

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
3. Recommendation 25-01 - Recommendation Relative To An Application For Approval of An Amended Outdoor Liquor Café Site Plan to the Existing Class "H" (Outdoor Liquor Cafe) Liquor License Issued to Guac N Tacos, LLC d/b/a Guac N Tacos for the Operation of an Outdoor Liquor Café Located in the Public Sidewalk and Public Parking Lot Area adjacent to Unit 104 of the Commercial Building located at 800 Hillgrove Avenue, Western Springs, Illinois. *Attachments omitted but available on the Village website.*
4. Draft Ordinance - An Ordinance Amending Ordinance No. 19-2977 Granting A Class "H" (Outdoor Liquor Cafe) Liquor License To Guac N Tacos, LLC D/B/A Guac N Tacos To Allow The Operation Of An Expanded Outdoor Liquor Cafe On Portions Of The Public Sidewalk And Portions Of The Public Parking Adjacent To Unit #104 Of The Commercial Building Located At 800 Hillgrove Avenue, Western Springs, Illinois And Authorizing The Approval And Execution Of A Temporary Use Permit For An Outdoor Liquor Café (Use Of Public Sidewalk And Public Parking) And A License Agreement For Temporary Use Of A Public Right-Of-Way Relative To The Operation Of An Outdoor Liquor Café.

Financial Impact

None.

Recommended Motion

I move to recommend approval of the amended Class H Liquor License.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Ordinance No. 19-2977
2. Application Submittal Package
3. Recommendation 25-01
4. Draft Ordinance

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.

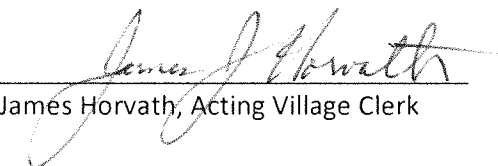
L. The President and Board of Trustees of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on, the Applicant/Owner and its on-site manager(s) relative to its retail sale and service of alcoholic liquor any time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

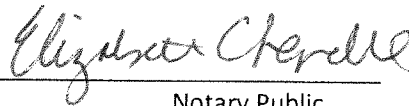

Alice F. Gallagher, Village President

**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.

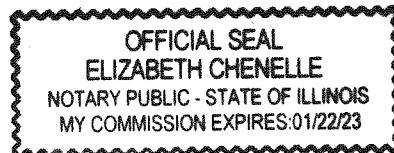
Guac N Tacos, LLC d/b/a Guac N Tacos (Applicant/Owner)

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

By: Alice F. Gallagher
Name: _____
Alice F. Gallagher, Village President

Date: November 5, 2019

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

APPLICANT / PERMITTEE

By: Alex Fuentes
Name: ALEX FUENTES
Title: OWNER

Authorized Corporate Officer
Date: NOVEMBER 14, 2019

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 28th 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

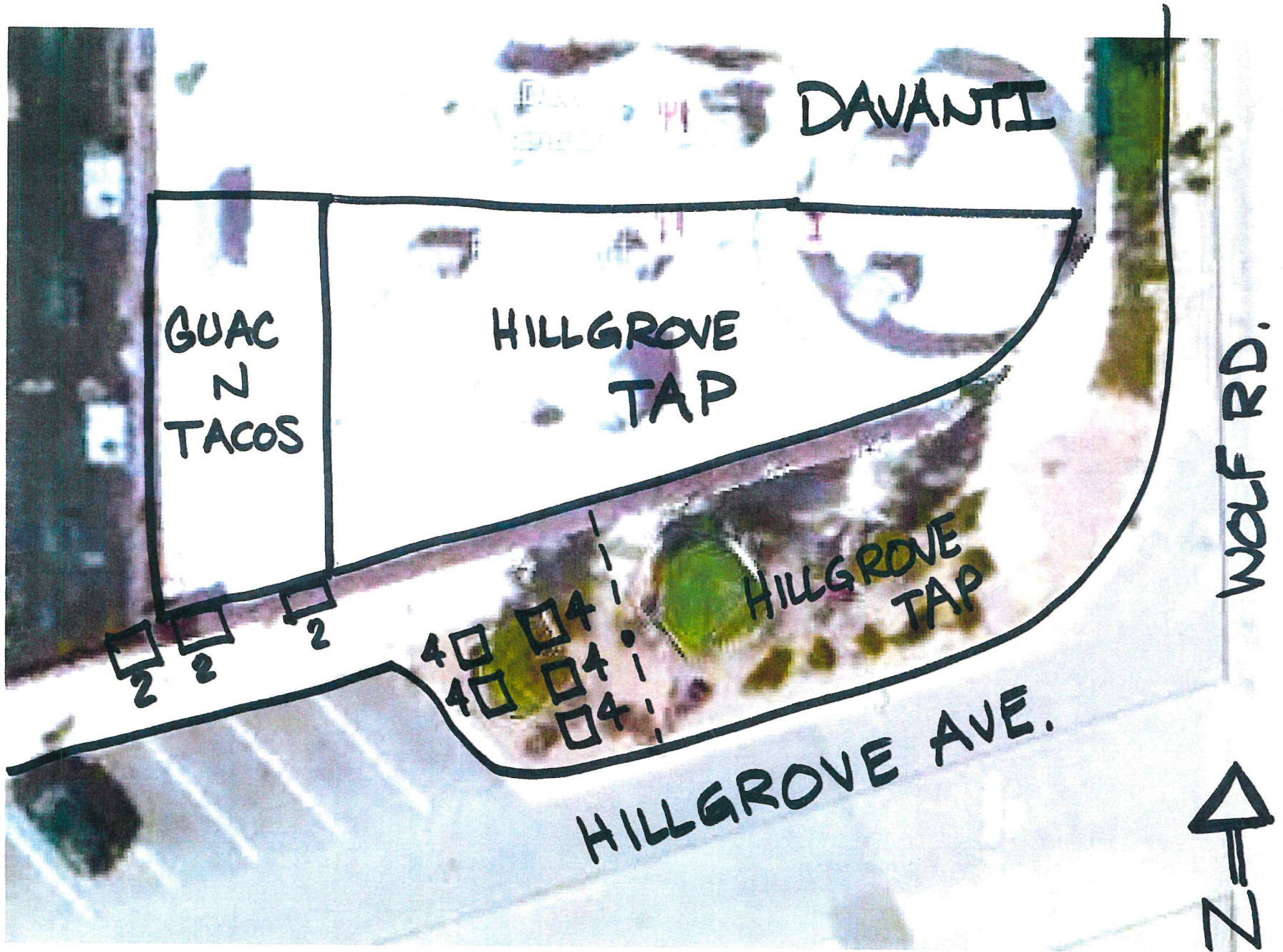
Group Exhibit "A"

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"

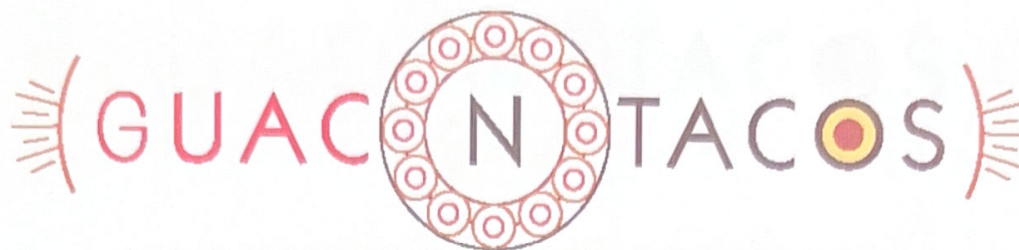
**Other Governmental Body Approval
of Use of ROW Area for Outdoor Liquor Cafe**

(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

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

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

DATE: 3-11-25

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 Guanatalo (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>			

- 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 #104 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 12/31/25

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

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

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

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

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

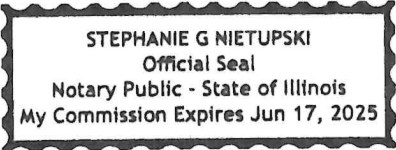
Subscribed and Sworn to before me this 17 day of March, 2025

Stephanie G Nietupski
NOTARY PUBLIC

APPLICATION APPROVED:

Local Liquor Control Commissioner

Date: _____



9/25/19

EVAIRIT "A"

WOLF RD.



DAVANTI

HILGROVE
TAP

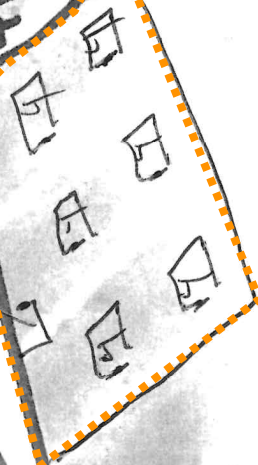
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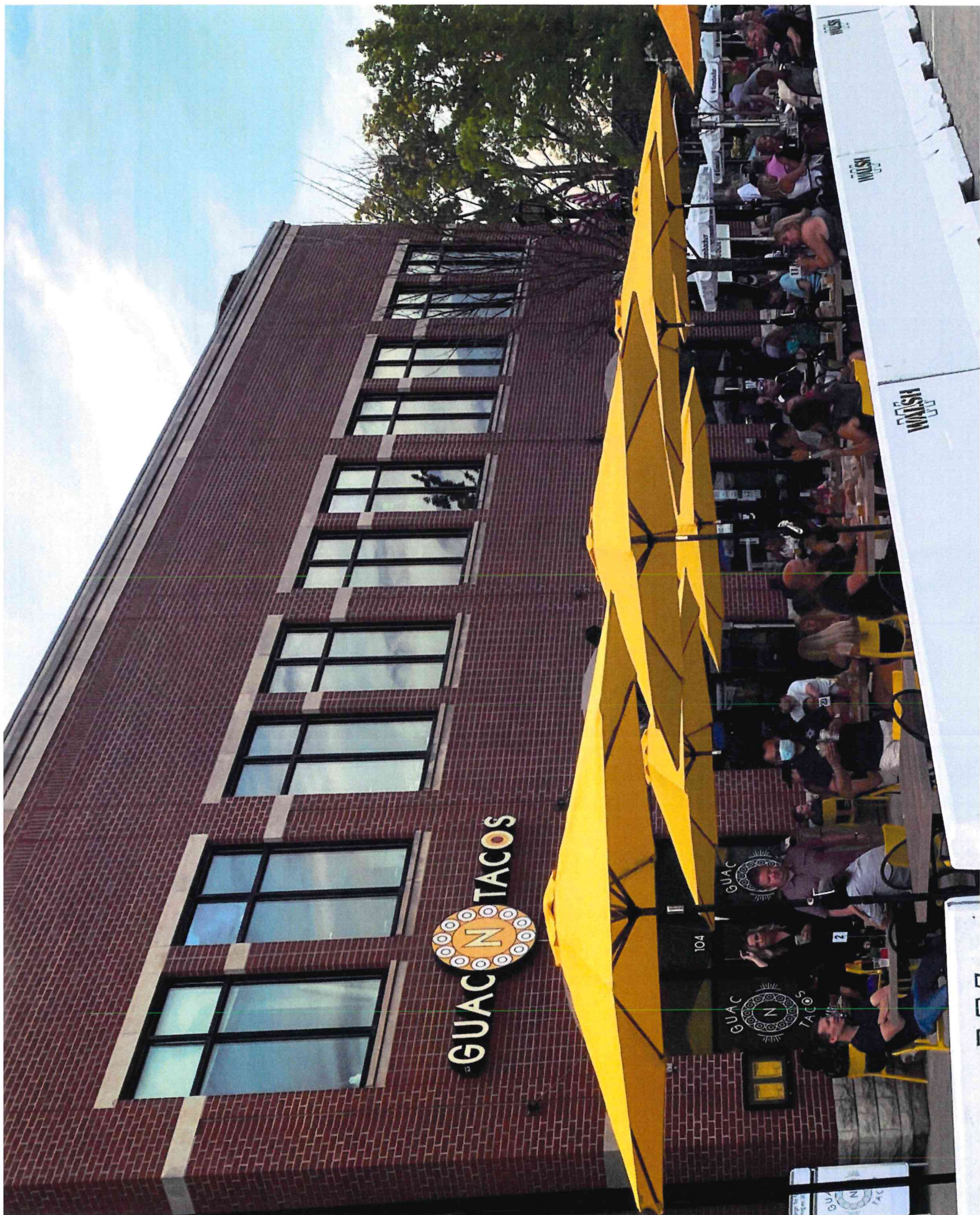
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WESTERN SPRINGS LOCAL LIQUOR CONTROL COMMISSION
RECOMMENDATION NO. 25-01

Recommendation Relative To An Application For Approval of An Amended Outdoor Liquor Café Site Plan to the Existing Class “H” (Outdoor Liquor Cafe) Liquor License Issued to Guac N Tacos, LLC d/b/a Guac N Tacos for the Operation of an Outdoor Liquor Café Located in the Public Sidewalk and Public Parking Lot Area adjacent to Unit 104 of the Commercial Building located at 800 Hillgrove Avenue, Western Springs, Illinois.

WHEREAS, with the passage of Ordinance No. 19-2976 and Ordinance No. 19-2977 by the President and Board of Trustees of the Village of Western Springs (“Village Board” or “Village”), Guac N Tacos, LLC d/b/a Guac N Tacos (Owners: Yerika Fuentes and Alejandro Fuentes (the “Applicant/Owner”) became the holder of a Village-issued Class “B” (Full Service Restaurant with Patron Bar) Liquor License for the operation of its restaurant within Unit 104 of the commercial building located at 800 Hillgrove Avenue, Western Springs, Illinois (the “800 Hillgrove Building”), and the holder of a Village-issued Class “H” (Outdoor Liquor Café) Liquor License for the operation of an outdoor liquor café on a portion of the public sidewalk adjacent to Unit 104 of the 800 Hillgrove Building. The interior of the restaurant and the Village-approved outdoor liquor café area are collectively referred to as the “Licensed Premises”; and

WHEREAS, the Applicant/Owner filed a liquor license application dated March 27, 2025 (the “Application”), including the required application fees with the Village, requesting approval of an amended Outdoor Liquor Café Site Plan to its existing Class “H” (Outdoor Liquor Cafe) Liquor License to operate an expanded outdoor liquor café area. The original Outdoor Liquor Café Site Plan was approved by the Village in 2019 for 26 patron seats, and now the Applicant/Owner desires to operate an outdoor liquor café area with 62 patron seats within a portion of the public sidewalk area and a portion the public parking located south of and adjacent to Unit 104 of the 800 Hillgrove Building (the “Expanded Licensed Premises”) in conjunction with Applicant/Owner’s existing restaurant located within Unit 104 of the 800 Hillgrove Building. The Application, including the Amended Outdoor Liquor Café Site Plan submitted March 27, 2025, is incorporated herein by reference as **Group Exhibit “A”** and a copy is on file with the Village Community Development Department; and

WHEREAS, during 2020, in response to dining restrictions imposed during the COVID-19 pandemic, the Village President / Local Liquor License Commissioner issued Executive Order No. 2020-04 that allowed for a temporary increase in the patron seating for the Outdoor Liquor Café to 62 patron seats. The temporary approvals for the operation of the expanded Outdoor Liquor Café permitted under Executive Order 2020-04 have expired. The Applicant/Owner now requests that the Village approve the Amended Outdoor Liquor Café Site Plan, as an amendment to Ordinance No. 19-2977, to allow for the continued operation of the Outdoor Liquor Café with a maximum patron seating capacity of 62 seats (original seating capacity of 26 patron seats on the sidewalk area plus 36 additional patron seats within the parking lot area) and a maximum of 14 tables; and

WHEREAS, collectively, the relief requested by the Applicant/Owner is referred to as the “Amendments to the Class “H” (Outdoor Liquor Cafe) Liquor License”; and

WHEREAS, at an open public meeting held on April 24, 2025, the General Government Committee (the “Committee”) considered the Applicant/Owner’s request for approval of the Amendments to the Class “H” (Outdoor Liquor Cafe) Liquor License, reviewed documents submitted to the Committee regarding the request, and received and considered input from Village staff and provided an opportunity for public input regarding the Application. At its April 24, 2025 meeting, the Committee favorably recommended approval of the Amendments to the Class “H” (Outdoor Liquor Cafe) Liquor License; and

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

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

WHEREAS, in regard to its investigation of and consideration of the Application, the Commission held a public meeting on April 30, 2025, pursuant to proper notice being posted in accordance with the Open Meetings Act. During this public meeting, the Applicant/Owner made a presentation regarding its Application, the Village staff gave reports relative to the background check and investigative activities performed with respect to the Application, members of the Commission examined, under oath, the Applicant/Owner, its representatives and all other individuals who spoke during the public meeting, and an opportunity for public input was provided; and

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

WHEREAS, the Building and Zoning Officer has conducted an inspection of the proposed Licensed Premises and the proposed Expanded Licensed Premises and the diagram of the proposed expanded outdoor liquor café area, and confirmed that the Licensed Premises and the proposed Expanded Licensed Premises shall comply with the applicable provisions of the Western Springs Municipal Code regulations at the time of the passage of an Ordinance granting approval of the Amended Outdoor Liquor Café Site Plan for the existing Class "H" (Outdoor Liquor Café) Liquor License; and

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

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

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

- A. *The Applicant/Owner continues to qualify for a Class "H" (Outdoor Liquor Cafe) Liquor License under the provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance.*
- B. *Approval of the Applicant/Owner's request for an Expanded Licensed Premises and an Amended Outdoor Liquor Café Site Plan, as detailed above, to allow for the operation of an*

Outdoor Liquor Café with a maximum patron seating capacity of sixty-two (62) seats (original seating capacity of twenty-six (26) patron seats on the sidewalk area plus 36 additional patron seats within the parking lot area) and a maximum of fourteen (14) tables in conjunction with Applicant/Owner's existing restaurant is in the best interests of the Village.

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

Amendment to Existing Class "H" (Outdoor Liquor Cafe) Liquor License

- A. *Approval* of the Applicant/Owner's Application for amendments to Ordinance No. 19-2977, which approved its current Class "H" (Outdoor Liquor Cafe) Liquor License, that authorize the Amended Outdoor Liquor Café Site Plan to allow for a maximum patron seating capacity of sixty-two (62) seats and a maximum of fourteen (14) tables within the Outdoor Liquor Café and a Noise Policy that relates to the operations of the Outdoor Liquor Café along with the conditions of this Ordinance.
- B. *Approval* by the Village Board and the Commissioner of the draft Ordinance, a copy of which is attached to this Recommendation as part of **Group Exhibit "A"**, which is entitled:

AN ORDINANCE AMENDING ORDINANCE NO. 19-2977 GRANTING A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE TO GUAC N TACOS, LLC D/B/A GUAC N TACOS TO ALLOW THE OPERATION OF AN EXPANDED OUTDOOR LIQUOR CAFE ON PORTIONS OF THE PUBLIC SIDEWALK AND PORTIONS OF THE PUBLIC PARKING ADJACENT TO UNIT 104 OF THE COMMERCIAL BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS AND AUTHORIZING THE APPROVAL AND EXECUTION OF A TEMPORARY USE PERMIT FOR AN OUTDOOR LIQUOR CAFÉ (USE OF PUBLIC SIDEWALK AND PUBLIC PARKING) AND A LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ

- C. Approval of the following additional conditions: None.

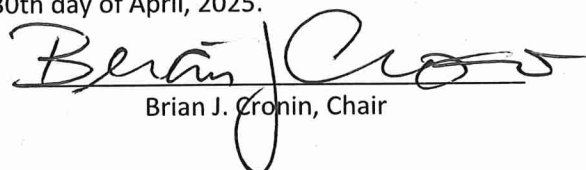
A motion was made to approve the Recommendation for the Liquor License listed above, the motion was seconded, and then the motion was approved by a three (3) to zero (0) vote of the Commissioners (motion by: Cronin; seconded by: Myers).

PASSED by the Western Springs Local Liquor Control Commission at a meeting held on the 30th day of April, 2025.

VOTE: Brian J. Cronin, Doug DeRock and Jordan Meyers

AYES: Cronin, DeRock, Myers
NAYS: None
ABSENT: None
OTHER: None

The above vote has been certified by me this 30th day of April, 2025.


Brian J. Cronin, Chair

Group Exhibit "A"

**Liquor License Application for a
Class "H" (Outdoor Liquor Cafe) Liquor License
and Attachments**

(attached)

and

Draft

ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING ORDINANCE NO. 19-2977 GRANTING A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE TO GUAC N TACOS, LLC D/B/A GUAC N TACOS TO ALLOW THE OPERATION OF AN EXPANDED OUTDOOR LIQUOR CAFE ON PORTIONS OF THE PUBLIC SIDEWALK AND PORTIONS OF THE PUBLIC PARKING ADJACENT TO UNIT 104 OF THE COMMERCIAL BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS AND AUTHORIZING THE APPROVAL AND EXECUTION OF A TEMPORARY USE PERMIT FOR AN OUTDOOR LIQUOR CAFÉ (USE OF PUBLIC SIDEWALK AND PUBLIC PARKING) AND A LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ

(attached)

Attachment 4

ORDINANCE NO. 25-_____

VOTE:_____

AYES:_____

NAYS:_____

ABSENT:_____

ABSTAIN:_____

DATE: May XX, 2025.

OTHER: Roll Call Vote.

AN ORDINANCE AMENDING ORDINANCE NO. 19-2977 GRANTING A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE TO GUAC N TACOS, LLC D/B/A GUAC N TACOS TO ALLOW THE OPERATION OF AN EXPANDED OUTDOOR LIQUOR CAFE ON PORTIONS OF THE PUBLIC SIDEWALK AND PORTIONS OF THE PUBLIC PARKING ADJACENT TO UNIT #104 OF THE COMMERCIAL BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS AND AUTHORIZING THE APPROVAL AND EXECUTION OF A TEMPORARY USE PERMIT FOR AN OUTDOOR LIQUOR CAFÉ (USE OF PUBLIC SIDEWALK AND PUBLIC PARKING) AND A LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ.

WHEREAS, with the passage of Ordinance No. 19-2976 and Ordinance No. 19-2977 by the President and Board of Trustees of the Village of Western Springs ("Village Board" or "Village"), Guac N Tacos, LLC d/b/a Guac N Tacos (Owners: Yerika Fuente and Alejandro Fuente) (the "Applicant/Owner") became the holder of a Class "B" (Full Service Restaurant with a Patron Bar) Liquor License for the operation of its restaurant within Unit #104 of the commercial building located at 800 Hillgrove Avenue, Western Springs, Illinois (the "800 Hillgrove Avenue Building"), and the holder of a Village-issued Class "H" (Outdoor Liquor Café) Liquor License for the operation of an outdoor liquor café on a portion of the public sidewalk adjacent to Unit #104 of the 800 Hillgrove Avenue Building. The interior of the restaurant and the Village-approved Outdoor Liquor Café area are collectively referred to as the "Licensed Premises". The Application is incorporated into this Ordinance by reference; and

WHEREAS, the Applicant/Owner filed a liquor license application dated March 27, 2025 (the "Application"), including the required Application fees with the Village, requesting approval of an amended Outdoor Liquor Café Site Plan to its existing Class "H" (Outdoor Liquor Cafe) Liquor License to operate in an expanded outdoor liquor café area. The original Outdoor Liquor Café Site Plan was approved by the Village in 2019 for twenty-six (26) patron seats and now the Applicant/Owner desires to operate an outdoor liquor café area with sixty-two (62) patron seats within a portion of the public sidewalk area and a portion the public parking located south of and adjacent to Unit #104 of the 800 Hillgrove Avenue Building (the "Expanded Licensed Premises") in conjunction with Applicant/Owner's existing restaurant located within Unit #104 of the 800 Hillgrove Avenue Building. The Application, including the Amended Outdoor Liquor Café Site Plan, submitted on March 27, 2025, is incorporated herein by reference as **Group Exhibit "A"** and a copy is on file with the Village Community Development Department; and

WHEREAS, during 2020, in response to dining restrictions imposed during the COVID-19 pandemic, the Village President / Local Liquor License Commissioner issued Executive Order No. 2020-04 that allowed for a temporary increase in the patron seating for the Outdoor Liquor Café to sixty-two (62) patron seats. The temporary approvals for the operation of the expanded Outdoor Liquor Café permitted

under Executive Order 2020-04 have expired. The Applicant/Owner now requests that the Village approve the Amended Outdoor Liquor Café Site Plan, as an amendment to Ordinance No. 19-2977, to allow for the continued operation of the Outdoor Liquor Café with a maximum patron seating capacity of sixty-two (62) seats (original seating capacity of twenty-six (26) patron seats on the sidewalk area plus thirty-six (36) additional patron seats within the parking lot area) and a maximum of fourteen (14) tables. A copy of the Amended Outdoor Liquor Café Site Plan is attached hereto as **Exhibit “B”** and made a part hereof; and

WHEREAS, as part of the approval of this Ordinance, the Applicant / Owner shall be required to enter into an updated Temporary Use Permit For An Outdoor Liquor Café (Use Of Public Sidewalk And Public Parking) (“Temporary Use Permit”), a copy of which is attached as **Exhibit “C”** and made a part hereof, and an updated License Agreement For Temporary Use Of A Public Right-Of-Way Relative To The Operation Of An Outdoor Liquor Café (“License Agreement”), a copy of which is attached as **Exhibit “D”** and made a part hereof; and

WHEREAS, at its April 24, 2025 public meeting, the General Government Committee (“Committee”) considered the Applicant/Owner’s Application, the Amended Outdoor Liquor Café Site Plan and the Temporary Use Permit, and the and then received and considered input from Village staff and provided an opportunity for public input regarding the matter. At its April 24, 2025 public meeting, the Committee recommended to the Village Board and the Local Liquor Control Commissioner approval of the Application, the Amended Outdoor Liquor Café Site Plan and the Temporary Use Permit; and

WHEREAS, at its April 30, 2025, public meeting, the Local Liquor Control Commission (the “Commission”) considered the Applicant/Owner’s Application and the Amended Outdoor Liquor Café Site Plan and then received and considered input from Village staff and provided an opportunity for public input regarding the matter. At its April 30, 2025 public meeting, the Commission issued its Recommendation No. 25-01 relative to the Application and the Amended Outdoor Liquor Café Site Plan. A copy of Recommendation No. 25-01 is incorporated by reference into this Ordinance. The Commission ***favorably recommended*** to the Village Board and the Local Liquor Control Commissioner approval of the Application and the Amended Outdoor Liquor Café Site Plan, subject to the conditions set forth in Recommendation No. 25-01; and

WHEREAS, the Local Liquor Control Commissioner has reviewed the Application, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit, the License Agreement and Recommendation No. 25-01 issued by the Commission and the Committee’s recommendation, and is supportive of Village Board approval of the Application, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit and the License Agreement, subject to the conditions set forth below in this Ordinance. The Local Liquor Control Commissioner found that the Applicant is still eligible to hold a Class B (Full Service Restaurant with a Patron Bar) Liquor License and a Class H (Outdoor Liquor Cafe) Liquor License and is also in good standing with the Village; and

WHEREAS, at public meetings held on May 12, 2025 and May 19, 2025, the President and Board of Trustees of the Village of Western Springs considered Recommendation No. 25-01 issued by the Commission, the Committee’s recommendation and the Local Liquor Control Commissioner’s recommendation, and the Application, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit and the License Agreement, and found that the Applicant is still eligible to hold a Class “B” (Full

Service Restaurant with a Patron Bar) Liquor License and a Class “H” (Outdoor Liquor Café) Liquor License, subject to the conditions set forth below in this Ordinance, and the approval of the Application, the Expanded Licensed Premises, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit and the License Agreement is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public.

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

SECTION 1: Incorporation. Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Approval of an Expanded Licensed Premises and an Amended Outdoor Liquor Café Site Plan for an Existing Class "H" (Outdoor Liquor Café) Liquor License Subject to Conditions. The President and Board of Trustees of the Village of Western Springs authorize and approve the Expanded Licensed Premises and the Amended Outdoor Liquor Café Site Plan, as attached hereto as **Exhibit “B”**, for the existing Class “H” (Outdoor Liquor Café) Liquor License issued to the Applicant/Owner, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 4.

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

SECTION 4: Conditions for Class "H" (Outdoor Liquor Café) Liquor License and Applicant. As part of the operation of the restaurant within Unit #104 of the 800 Hillgrove Avenue Building and the operation of the Outdoor Liquor Café within the Expanded Licensed Premises and the Amended Outdoor Liquor Café Site Plan, as attached hereto as **Exhibit “B”**, the Applicant/Owner shall comply with the following conditions 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 on the public sidewalk and parking spaces south of and adjacent to Unit #104 of the 800 Hillgrove Avenue Building Avenue 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.

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 Café 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 the Class "B" (Full Service Restaurant with a Patron Bar) 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 restaurant and the Outdoor Liquor Café.

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

F. **The following individuals shall serve as the initial on-site manager: Alejandro Fuentes and Yerika Fuentes.** If additional on-site managers are necessary to operate the restaurant and the 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.

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

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

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

1. All sales, service and consumption of alcoholic liquor pursuant to the Class "H" (Outdoor Liquor Café) Liquor License shall take place within the Outdoor Liquor Café.
2. Alcoholic liquor shall be sold and served by the Basset/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 café.

3. A maximum **seating capacity of sixty-two (62) persons and a maximum of fourteen (14) tables, eleven (11) tables each with four (4) seats and three (3) tables with two (2) seats** are allowed within the Outdoor Liquor Café. The maximum seating capacity and the maximum number of tables may be increased under a modified Outdoor Liquor Café Plan, if approved by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process.
4. Hours: The operation of the Outdoor Liquor Cafe shall be permitted only for **Regular Hours Of Operation between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. The Applicant/Owner offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays.** Prior to the opening time and after the closing times listed above, patrons will be allowed to occupy the Outdoor Liquor Café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages, except during brunch service. The Applicant/Owner shall not allow patrons to consume alcoholic beverages in the Outdoor Liquor Cafe outside of the authorized hours of operation. No live entertainment shall be permitted in the Outdoor Liquor Café.
5. The Applicant/Owner, at its cost, shall comply with the Village Manager's and the Village Staff's written direction relative to the installation and maintenance of a fence or exterior barrier for access to the Outdoor Liquor Café adjacent to the private parking lot to protect against a motor vehicle from accidentally entering into the Outdoor Liquor Café (as applicable). The Applicant/Owner, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Outdoor Liquor Café's location and operation, including the perimeter fence or barrier for the Outdoor Liquor Café, that are required by the Village Manager and the Village Staff from time to time for the duration of the Class "H" (Outdoor Liquor Café) Liquor License approved under this Ordinance or any renewal of such License. The above-written direction of the Village Manager and the Village Staff and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
6. 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. Extension cords shall not be permitted to lie on the ground within the Outdoor Liquor Café so as to create a trip hazard. Any electrical equipment used within the right-of-way shall comply with current N.E.C. standards.
7. 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 so as to not become a nuisance to surrounding property owners.
8. No live music or entertainment 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.

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

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

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

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

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

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

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the ____ day of May, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of May, 2025.

Edward Tymick, Village Clerk

**ACKNOWLEDGEMENT AND CONSENT
TO THE PROVISIONS OF WESTERN SPRINGS ORDINANCE NO. 25-____
AND AGREEMENT TO COMPLY WITH AND FULFILL
THE CONDITIONS SET FORTH ABOVE IN THIS ORDINANCE**

We, Alejandro Fuentes and Yerika Fuentes, 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.

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

By: _____
Alejandro Fuentes

By: _____
Notary Public

Date: _____

Date: _____

Commission Expires: _____

By: _____
Yerika Fuentes

By: _____
Notary Public

Date: _____

Date: _____

Commission Expires: _____

Group Exhibit "A"

Application submitted March 27, 2025

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

Draft

Exhibit “B”

**Amended Outdoor Liquor Café Site Plan
dated _____, 2025**

(attached)

Exhibit "C"

**Temporary Use Permit For An Outdoor Liquor Café
(Use Of Public Sidewalk And Public Parking)**

(attached)

**Village of Western Springs
Temporary Use Permit For An Outdoor Liquor Café
(Use of Public Sidewalk and Public Parking)**

Date of Village Board Approval: _____, 2025
Applicant/Permittee/Business: Guac N Tacos, LLC d/b/a Guac N Tacos
Location: Public Sidewalk and Parking Adjacent to Unit #104 of
the Commercial Building Located at 800 Hillgrove
Avenue, Western Springs, Illinois
Permit Duration: From the Approval Date to ____XX, 2025

Permit Conditions:

1. **Location:** Permittee shall construct, maintain and operate the Outdoor Liquor Café at the above location in accordance with the attached "Outdoor Liquor Café Plan" approved by the Village Board on **May XX, 2025**, or such modified Outdoor Liquor Café Plan, as approved by the Local Liquor Control Commissioner after input from Village staff and after completion of the Village staff plan review process, and the regulations governing outdoor liquor cafes as set forth in Section 10-4-5(F) of the Western Springs Municipal Code. This Temporary Use Permit ("TUP") allows the Permittee to operate the Outdoor Liquor Café on public property, as provided below. A copy of the Outdoor Liquor Café Plan **dated _____, 2025** is attached hereto as **Exhibit "A"** and made a part hereof. If a modified Outdoor Liquor Café Plan is submitted and approved, as provided for above, the modified Outdoor Liquor Café Plan will be attached to this TUP upon Village approval.
2. **Seating:** A maximum **seating capacity of sixty-two (62) persons and a maximum of fourteen (14) tables (varying sizes per Exhibit "A")** are allowed within the Outdoor Liquor Café under the attached Outdoor Liquor Café Plan. The maximum seating capacity and the maximum number of tables may be increased under a modified Outdoor Liquor Café Plan, if approved by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process.
3. **Hours:** The operation of the Outdoor Liquor Cafe shall be permitted only between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. Permittees offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays. Prior to the opening times and after the closing times listed in the two (2) preceding sentences, patrons will be allowed to occupy the Outdoor Liquor Café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages. The Permittee shall not allow patrons to consume alcoholic beverages in the Outdoor Liquor Cafe outside of the above authorized hours of operation.
4. **Prohibited Conduct:** No portion of the Outdoor Liquor Café shall be placed or operated on Village property or the public right-of-way. No food may be stored, cooked or otherwise prepared in the Outdoor Liquor Café. There shall be no bus tubs or plate carts or racks stationed in the Outdoor Liquor Café. **No live music or entertainment shall be permitted in the Outdoor Liquor Café, but the same music being played in the restaurant may be played through speakers in the Outdoor Liquor Café in a manner that is not a nuisance to surrounding property owners.**
5. **Maintenance.** Each evening, the Outdoor Liquor Café shall be swept clean of any debris, and all tables and chairs shall be consolidated in a neat and orderly manner. **At least three (3) times per week (and when requested by the Community Development Director), the Outdoor Liquor Café shall be power-washed by Permittee to remove any food or drink residue or other debris.**

6. **Winter Conditions:** Per Section 10-4-5F of the Western Springs Municipal Code, the Outdoor Liquor Café may operate during the months of December, January and February, upon request by the Permittee and upon approval of the Local Liquor Control Commissioner, in any calendar year, weather permitting.
7. **Exterior Barrier / Planter Plan; Safety Plan:** Permittee shall comply with the exterior barrier / planter installation plan with anchor requirements for the Outdoor Liquor Café, as shown on the attached Outdoor Liquor Café Plan. Any modifications to the exterior barrier / planter installation plan shall be subject to approval by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process relative to the installation and maintenance of an exterior barrier for access to the Outdoor Liquor Café adjacent to the public street right-of-way to protect against a motor vehicle from accidentally entering into the Outdoor Liquor Café (as applicable). Permittee shall also comply with any modifications to or other safety-related requirements pertaining to the Location and operation of the Outdoor Liquor Café, including the above-mentioned exterior barrier, that are required by the Local Liquor Control Commissioner or the Village Manager and the Village staff from time to time for the duration of this Temporary Use Permit or any renewal of such Permit. Regarding the Outdoor Liquor Café and planters:
 - a. The planters must be planted and maintained throughout the growing season with high quality, decorative flowers, grasses and other vegetation, and the planters may remain in place during the non-operation period (December through March), provided they are covered with evergreen materials.
 - b. If a planter becomes damaged, the damaged planter shall be replaced prior to continued operation of outdoor dining.
 - c. If the planters must be moved or stored off-site at the request of the Village for whatever reason (i.e., utility maintenance or access), it shall be the sole responsibility of the Permittee, at its cost, to comply with the Village's request to move, store or otherwise relocate the planter(s) within ten (10) calendar days from receipt of written notice from the Village.
8. **Umbrellas and Exterior Lights and Other Equipment for Outdoor Café:** Permittee shall comply with the following:
 - a. Umbrellas located within the Outdoor Liquor Café shall be secured to heavy anchor bases.
 - b. Use of portable propane heaters that are UL approved and include automatic shut off and tilt over protection features are allowed.
 - c. Lighting shall comply with the applicable Village Code provisions. Use of extension cords shall not be permitted to lay on the ground so as to create a trip hazard. Any electrical equipment used within the Outdoor Liquor Café or public right-of-way shall comply with current N.E.C. standards. Maintenance of an overhead lighting ceiling and associated support posts (as shown on the attached Outdoor Liquor Cafe Plan) in accordance with applicable illumination standards.
 - d. If the Applicant/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.
 - e. After the approval of this TUP by the Village Board, the Village-approved Outdoor Liquor Café Plan may be altered or amended at any time at the direction of the Village President (Local Liquor Control Commissioner), the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of

Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Village-approved Outdoor Liquor Café Plan that are required by the Village President (Local Liquor Control Commissioner), the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development.

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

IN WITNESS WHEREOF, this Temporary Use Permit is effective on the date the last signatory signs below, which date shall be inserted on page 1 hereof.

VILLAGE OF WESTERN SPRINGS

APPLICANT / PERMITTEE

Guac N Tacos, LLC d/b/a Guac N Tacos

By: _____

Name: Heidi Rudolph

Title: Village President

By: _____

Name: Alejandro Fuentes

Title: Authorized Corporate Officer / Owner

Date: _____, 2025

Date: _____, 2025

Issuance Date of Outdoor Liquor Café Occupancy Permit: _____, 2025

By: _____

Heather Valone, Director of Community Development

Exhibit "A"

**Outdoor Liquor Café Plan
dated _____, 2025**

(attached)

Draft

Exhibit "B"

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)

(attached)

Draft

Exhibit “D

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

(attached)

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

This License Agreement (the "Agreement") has been entered into this ____ day of _____, 2025, 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 and certain public parking spaces that are located on property within the corporate boundaries of and controlled by the Village located south of and adjacent to Unit 104 in the 800 Hillgrove Avenue Building at 800 Hillgrove Avenue, Western Springs, Illinois and within the Hillgrove Avenue right-of-way 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 with a maximum seating capacity of sixty-two (62) persons and a maximum of fourteen (14) tables (varying sizes per **Exhibit "A"**) thereon. Subject to executing this Agreement, Licensee has applied for and received Village approval of a Temporary Use Permit (attached as **Exhibit "B"**) to place movable tables and chairs along the Licensed ROW Area adjacent to the restaurant subject to certain conditions to be set forth below. To the extent that approval by any other federal, State, county or other governmental entity is required for the Licensee to use the Licensed ROW Area, the relevant approval documents are attached hereto as **Exhibit "C"** and made a part hereof; and

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

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

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

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

Section 3. Use, Compliance with Laws and Conditions of Operation. The Licensee shall be permitted to use the Licensed ROW Area for Outdoor Liquor Café purposes, provided the Licensee

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

- a. Compliance with all federal, State, county and local laws and regulations pertaining to the serving of food and alcohol. This Agreement does not authorize the sale or service or consumption of alcoholic beverages within the Licensed ROW Area or the Outdoor Liquor Café. Even if Licensee has a local liquor license for the Business, Licensee still must apply to the Village and obtain a Class H (Outdoor Liquor Café) License and State liquor license for the Licensed ROW Area and the Outdoor Liquor Café if such a liquor license is available under the Village's Liquor Ordinance. In this case, Licensee has received a Class H (Outdoor Liquor Café) License.
- b. If a Class H (Outdoor Liquor Café) License is issued for the Outdoor Liquor Café by the Village and a State liquor license is issued by the State of Illinois, the regulations of the Village Liquor Control Ordinance, as amended, and the State Liquor Control Act of 1934, as amended, that are applicable to the service, consumption and retail sale of alcoholic liquor shall apply within the Licensed ROW Area and Outdoor Liquor Café and shall apply to all customers located in the Licensed ROW Area and Outdoor Liquor Café.
- c. **Per Section 10-4-5F 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 power washed by Licensee to remove any food or drink residue or other debris.

- i. Licensee may not service or refuse to continue to serve any customers who create excessive noise or whose behavior is disruptive to the residents and other businesses in the immediate area.
- j. The Temporary Use Permit for the Outdoor Liquor Café is subject to annual review, renewal is in the sole discretion of the Corporate Authorities of the Village, and such Permit may be revoked at any time upon thirty (30) calendar days written notice or the permit may be revoked immediately if the health, welfare and safety of the public warrants revocation.
- k. Licensee shall repair or replace any portions of the Licensed ROW Area damaged by Licensee, its employees, agents or customers. Licensee shall give written notice to the Village Manager of any damage caused to the Licensed ROW Area or of any claims, demands or lawsuits received by the Licensee relative to the Licensed ROW Area or the Outdoor Liquor Café. The written notice shall be delivered to the Village Manager within twenty-four (24) hours of Licensee or its employees or agents learning of such damage or receiving such claims, demands or lawsuits.

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

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

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

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

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

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

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

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

Licensee shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent “AM Best Insurance Rating Guide.” Copies of the insurance certificate(s) shall be attached as **Exhibit “D”**. Said certificates shall list the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents as additional insureds on all required insurance policies. The insurance coverage of Licensee shall be primary to the Village’s own insurance. The certificates shall provide for a thirty (30) day written notice to the Village in the event of cancellation or material change of coverage. The Licensee and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Agreement. The insurance policies shall

provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

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

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

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

Section 16. Notices. Any notice which the Village or the Licensee may be required or is required to give shall be given by hand delivery or mailing the same, by United States Registered or Certified Mail, postage prepaid, to Licensee at the Business adjacent to the Licensed ROW Area, or to the Village at 740

Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558, or at such other places as may be designated by the Parties from time to time.

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

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

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

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

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

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

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

VILLAGE OF WESTERN SPRINGS

LICENSEE: Guac N Tacos, LLC d/b/a Guac N Tacos

By: _____

By: _____

Name: _____
Village President

Name: _____
Title: _____
Authorized Corporate Officer

Date: _____, 2025

Date: _____, 2025

Group Exhibit "A"

Map of Licensed ROW Area

and

Site Plan

(attached)

Draft

Exhibit “B”

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

(attached)

Draft

Exhibit "C"

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

(NONE or attached)

Draft

Exhibit "D"

Insurance Certificate(s)

(attached)

Draft

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING ORDINANCE NO. 19-2977 GRANTING A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE TO GUAC N TACOS, LLC D/B/A GUAC N TACOS TO ALLOW THE OPERATION OF AN EXPANDED OUTDOOR LIQUOR CAFE ON PORTIONS OF THE PUBLIC SIDEWALK AND PORTIONS OF THE PUBLIC PARKING ADJACENT TO UNIT #104 OF THE COMMERCIAL BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS AND AUTHORIZING THE APPROVAL AND EXECUTION OF A TEMPORARY USE PERMIT FOR AN OUTDOOR LIQUOR CAFÉ (USE OF PUBLIC SIDEWALK AND PUBLIC PARKING) AND A LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the ___ day of May, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the ___ day of May, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ___ day of May, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 6.C.

To: Board of Trustees

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 and B Liquor Licenses and Temporary Use Permit

Recommendation

The General Government Committee reviewed this item at their meeting on April 24, 2025, and recommended the approval of the amended Class H and B Liquor Licenses and advancement of the item to the Liquor Control Commission for review and recommendation. The Liquor Commission reviewed this item at their meeting on April 30, 2025, and recommended the approval of amended Class H and B Liquor Licenses and advancement of the item to the Village Board for review and consideration.

Summary

Request

Christopher Elsey, owner of the Hillgrove Tap (the “Applicant”) located at 800 Hillgrove Avenue Units 101, 102, and 103, has submitted a request to amend the existing Class H and B Liquor Licenses 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 Avenue and 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 Avenue. 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 2). The Applicant is requesting to match the liquor café license to the existing outdoor dining area.

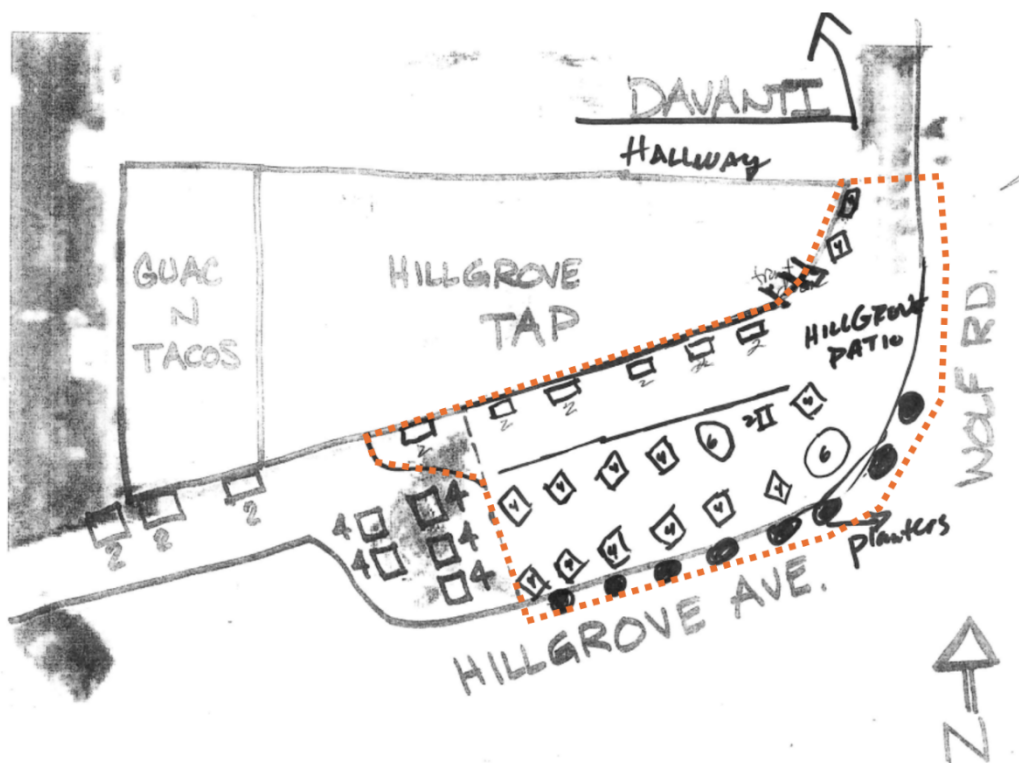


Figure 1 The dashed orange line depicts the extended liquor café area.

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

The General Government Committee reviewed the request at their meeting on April 24, 2025, and recommended approval of the request. The Liquor Control Commission reviewed the request at their meeting on April 30, 2025, and recommended approval of the request to amend the Class H and B Licenses. Attachment 3 contains the recommendation from the Liquor Control Commission. Attachments 4 and 5 contain the draft ordinances.

Attachments

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
3. Recommendation 25-02 - Recommendation Relative To An Application For Approval of An Amended Outdoor Liquor Café Site Plan to the Existing Class "H" (Outdoor Liquor Cafe) Liquor License Issued to Hillgrove Tap, LLC d/b/a Hillgrove Tap for the Operation of an Outdoor Liquor Café Located in the Public Sidewalk and Public Parking Stalls adjacent to Units #101, #102 and #103 of the Building located at 800 Hillgrove Avenue, Western Springs, Illinois and a Related Liquor Code Amendment to Include Unit #103 Within the Licensed Premises. *Attachments omitted but available on the Village website.*
4. Draft Ordinance - An Ordinance Amending Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10a(2) (Limitation On Number Of Licenses) Of The Western Springs Village Code To Include Unit #103 As Part Of The License Premises For The Class "B" (Full Service Restaurant With A Patron Bar) Liquor License Issued To Hillgrove Tap, LLC D/B/A Hillgrove Tap For The Operation Of Its Restaurant At The 800 Hillgrove Avenue Building.
5. Draft Ordinance - An Ordinance Amending Ordinance No. 17-2809 Granting A Class "H" (Outdoor Liquor Cafe) Liquor License To Hillgrove Tap, LLC D/B/A Hillgrove Tap To Allow The Operation Of An Outdoor Liquor Cafe Located On A Portion Of The Public Sidewalk And Certain Parking Spaces South Of And Adjacent To Units #101, #102 And #103 Of The Commercial Building Located At 800 Hillgrove Avenue, Western Springs, Illinois And To Authorize The Approval And Execution Of A Temporary Use Permit And A License Agreement For Temporary Use Of A Public Right-Of-Way Relative To The Operation Of

An Outdoor Liquor Café.

Financial Impact

None.

Recommended Motion

I move to recommend approval of the amended Class H and B Liquor Licenses.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Ordinance No. 15-2809
2. Application Submittal Package
3. Recommendation 25-02
4. Draft Ordinance
5. Draft Ordinance

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 Elsey are the owners of Hillgrove Tap, LLC d/b/a Hillgrove Tap ("Owner") and Chris Elsey ("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 café), 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.

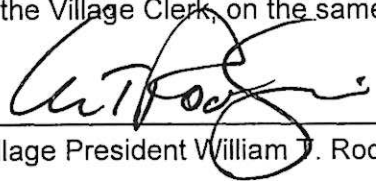
SECTION 5: To the extent necessary, all tables of content, indexes, headings and internal references or cross-references to sections contained in the Western Springs Municipal Code of 1997, as amended, shall be amended by the Village's codifier so as to be consistent with the amendments set forth in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

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	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 ¹	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: 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.: _____

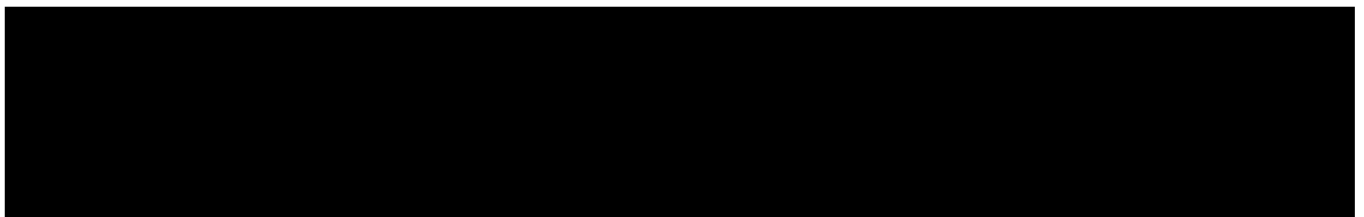
Name: _____ Address: _____ Office Held: _____

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:

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:

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.

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.

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

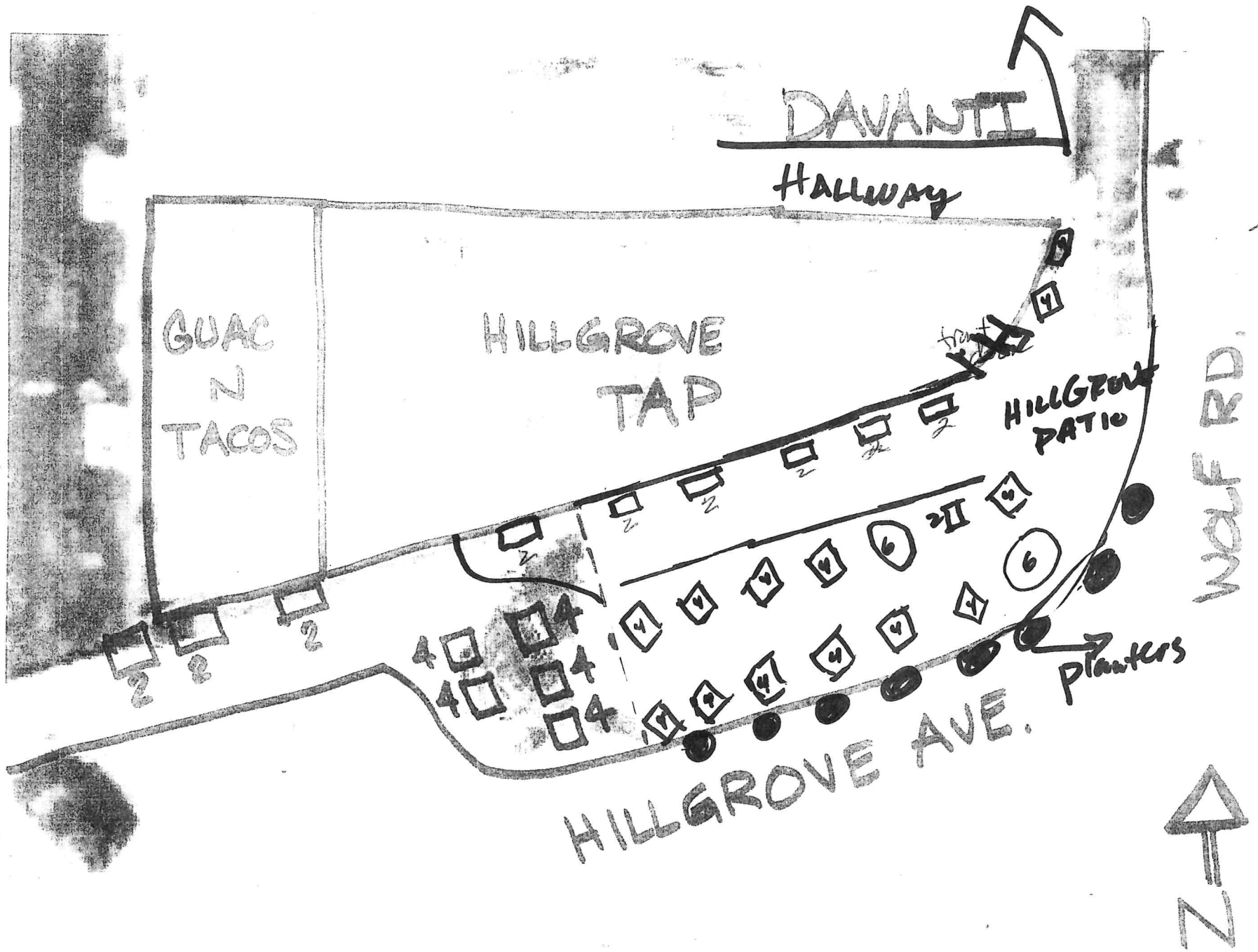
Subscribed and Sworn to before me this 28 day of March, 2025

NOTARY PUBLIC

APPLICATION APPROVED:

Local Liquor Control Commissioner

Date: _____



WESTERN SPRINGS LOCAL LIQUOR CONTROL COMMISSION
RECOMMENDATION NO. 25-02

Recommendation Relative To An Application For Approval of An Amended Outdoor Liquor Café Site Plan to the Existing Class “H” (Outdoor Liquor Cafe) Liquor License Issued to Hillgrove Tap, LLC d/b/a Hillgrove Tap for the Operation of an Outdoor Liquor Café Located in the Public Sidewalk and Public Parking Stalls adjacent to Units #101, #102 and #103 of the Building located at 800 Hillgrove Avenue, Western Springs, Illinois and a Related Liquor Code Amendment to Include Unit #103 Within the Licensed Premises.

WHEREAS, with the passage of Ordinance No. 15-2807 and Ordinance No. 15-2809 by the President and Board of Trustees of the Village of Western Springs (“Village Board” or “Village”), Hillgrove Tap, LLC d/b/a Hillgrove Tap (Owner: Christopher Esley (the “Applicant/Owner”) became the holder of a Class “B” (Full Service Restaurant with Patron Bar) Liquor License for the operation of its restaurant within Units #101 and #102 of the commercial building located at 800 Hillgrove Avenue, Western Springs, Illinois (the “800 Hillgrove Avenue Building”), and the holder of a Class “H” (Outdoor Liquor Café) Liquor License for the operation of an outdoor liquor café on a portion of the public sidewalk adjacent to Units #101 and #102 of the 800 Hillgrove Building. The interior of the restaurant and the Village-approved outdoor liquor café area are collectively referred to as the “Licensed Premises”; and

WHEREAS, the Applicant/Owner filed a liquor license application dated March 28, 2025 (the “Application”), including the required application fees, with the Village requesting approval of an amended Outdoor Liquor Café Site Plan to its existing Class “H” (Outdoor Liquor Cafe) Liquor License. The Applicant/Owner desires to expand the existing Outdoor Liquor Café area, which originally was approved by the Village in 2015 for twelve (12) patron tables, to allow for seventy-six (76) patron seats and a maximum of twenty-two (22) tables within the public sidewalk and public parking adjacent to Units #101, #102 and #103 of the 800 Hillgrove Avenue Building (the “Expanded Licensed Premises”) in conjunction with Applicant/Owner’s existing restaurant located within Units #101, #102 and #103 of the 800 Hillgrove Avenue Building. The Application, including the Amended Outdoor Liquor Café Site Plan submitted March 28, 2025, is incorporated herein by reference as **Group Exhibit “A”** and a copy is on file with the Village Community Development Department; and

WHEREAS, after 2015, the Applicant/Owner expanded its indoor restaurant area to include Unit #103 of the 800 Hillgrove Avenue Building, and, therefore, it is necessary for the Village to approve an amendment to the Class “B” (Full Service Restaurant with a Patron Bar) Liquor License so that the Licensed Premises includes Units #101, #102 and #103, which will be part of the Expanded Licensed Premises. A copy of the proposed Ordinance amending the Western Springs Municipal Code to add Unit #103 to the Licensed Premises is attached to this Recommendation as part of **Group Exhibit “A”** (the “Code Amendment”); and

WHEREAS, during 2020, in response to dining restrictions imposed during the COVID-19 pandemic, the Village President / Local Liquor License Commissioner issued Executive Order No. 2020-04 that allowed for a temporary increase in the patron seating for the Outdoor Liquor Café. The temporary approvals for the operation of the expanded Outdoor Liquor Café permitted under Executive Order 2020-04 have expired; and

WHEREAS, collectively, the relief requested by the Applicant/Owner is referred to as the “Amendments to the Class “H” (Outdoor Liquor Cafe) Liquor License”; and

WHEREAS, at a public meeting held on April 24, 2025, the General Government Committee (the "Committee") considered the Applicant/Owner's request for approval of the Amendments to the Class "H" (Outdoor Liquor Cafe) Liquor License, reviewed documents submitted to the Committee regarding the request, and received and considered input from Village staff and provided an opportunity for public input regarding the Application. At its April 24, 2025 meeting, the Committee favorably recommended approval of the Amendments to the Class "H" (Outdoor Liquor Cafe) Liquor License; and

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

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

WHEREAS, in regard to its investigation of and consideration of the Application, the Commission held a public meeting on April 30, 2025, pursuant to proper notice being posted in accordance with the Open Meetings Act. During this public meeting, the Applicant/Owner made a presentation regarding its Application, the Village staff gave reports relative to the background check and investigative activities performed with respect to the Application, members of the Commission examined, under oath, the Applicant/Owner, its representatives and all other individuals who spoke during the public meeting, and an opportunity for public input was provided; and

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

WHEREAS, the Building and Zoning Officer has conducted an inspection of the proposed Licensed Premises and the proposed Expanded Licensed Premises and the diagram of the proposed Expanded Outdoor Liquor Café Area and confirmed that the Licensed Premises and the proposed Expanded Licensed Premises shall comply with the applicable provisions of the Western Springs Municipal Code regulations at the time of the passage of an Ordinance granting approval of the Amended Outdoor Liquor Café Site Plan for the existing Class "H" (Outdoor Liquor Café) Liquor License; and

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

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

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

- A. *The Applicant/Owner continues to qualify for a Class "H" (Outdoor Liquor Cafe) Liquor License under the provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance.*
- B. *The Applicant/Owner continues to qualify for a Class "B" (Full Service Restaurant With A Patron Bar) Liquor License under the provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance.*
- C. *Approval of the above Code Amendment and the Applicant/Owner's request for an Expanded Licensed Premises and an Amended Outdoor Liquor Café Site Plan, as detailed above, to allow for the operation of an Outdoor Liquor Café with a maximum patron seating capacity of seventy-six (76) patron seats and a maximum of twenty-two (22) tables in conjunction with Applicant/Owner's existing restaurant are in the best interests of the Village.*

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

Amendment to Existing Class "H" (Outdoor Liquor Cafe) Liquor License and Class B (Full Service Restaurant With A Patron Bar

- A. *Approval of the Applicant/Owner's Application for amendments to Ordinance No. 15-2809, which approved its current Class "H" (Outdoor Liquor Cafe) Liquor License, that authorize the Amended Outdoor Liquor Café Site Plan to allow for a maximum patron seating capacity of seventy-six (76) seats and a maximum of twenty-two (22) tables within the Outdoor Liquor Café and a Noise Policy that relates to the operations of the Outdoor Liquor Café Along with the conditions of this Ordinance.*
- B. *Approval of the Code Amendment to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A(2) (Limitation On Number Of Licenses) of the Western Springs Village Code to Include Unit #103 as Part of the Licensed Premises for the Class "B" (Full Service Restaurant With A Patron Bar) Liquor License Issued to Hillgrove Tap, LLC d/b/a Hillgrove Tap for the Operation of its Restaurant at the 800 Hillgrove Avenue Building.*
- C. *Approval by the Village Board and the Commissioner of the draft Ordinance, a copy of which is attached to this Recommendation as part of **Group Exhibit "A"**, which is entitled:*
 - 1. AN ORDINANCE AMENDING ORDINANCE NO. 17-2809 GRANTING A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE TO HILLGROVE TAP, LLC D/B/A HILLGROVE TAP TO ALLOW THE OPERATION OF AN OUTDOOR LIQUOR CAFE LOCATED ON A PORTION OF THE PUBLIC SIDEWALK AND CERTAIN PARKING SPACES SOUTH OF AND ADJACENT TO UNITS #101, #102 AND #103 OF THE COMMERCIAL BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS AND TO AUTHORIZE THE APPROVAL AND EXECUTION OF A

TEMPORARY USE PERMIT AND A LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ.

2. AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL), CHAPTER 1 (ALCOHOLIC LIQUOR), SECTION 4-1-10A(2) (LIMITATION ON NUMBER OF LICENSES) OF THE WESTERN SPRINGS VILLAGE CODE TO INCLUDE UNIT #103 AS PART OF THE LICENSE PREMISES FOR THE CLASS "B" (FULL SERVICE RESTAURANT WITH A PATRON BAR) LIQUOR LICENSE ISSUED TO HILLGROVE TAP, LLC D/B/A HILLGROVE TAP FOR THE OPERATION OF ITS RESTAURANT AT THE 800 HILLGROVE AVENUE BUILDING

D. Approval of the following additional conditions: None.

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

PASSED by the Western Springs Local Liquor Control Commission at a meeting held on the 30th day of April, 2025.

VOTE: Brian J. Cronin, Doug DeRock and Jordan Meyers

AYES: Cronin, DeRock, Myers

NAYS: None

ABSENT: None

OTHER: None

The above vote has been certified by me this 30th day of April, 2024.


Brian J. Cronin, Chair

Group Exhibit "A"

**Liquor License Application for a
Class "H" (Outdoor Liquor Cafe) Liquor License
and Attachments**

(attached)

and

Draft

ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING ORDINANCE NO. 17-2809 GRANTING A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE TO HILLGROVE TAP, LLC D/B/A HILLGROVE TAP TO ALLOW THE OPERATION OF AN OUTDOOR LIQUOR CAFE LOCATED ON A PORTION OF THE PUBLIC SIDEWALK AND CERTAIN PARKING SPACES SOUTH OF AND ADJACENT TO UNITS #101, #102 AND #103 OF THE COMMERCIAL BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS AND TO AUTHORIZE THE APPROVAL AND EXECUTION OF A TEMPORARY USE PERMIT AND A LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ

(attached)

ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL), CHAPTER 1 (ALCOHOLIC LIQUOR), SECTION 4-1-10A(2) (LIMITATION ON NUMBER OF LICENSES) OF THE WESTERN SPRINGS VILLAGE CODE TO INCLUDE UNIT #103 AS PART OF THE LICENSE PREMISES FOR THE CLASS "B" (FULL SERVICE RESTAURANT WITH A PATRON BAR) LIQUOR LICENSE ISSUED TO HILLGROVE TAP, LLC D/B/A HILLGROVE TAP FOR THE OPERATION OF ITS RESTAURANT AT THE 800 HILLGROVE AVENUE BUILDING

(attached)

Attachment 4

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

DRAFT 4.30.2025

ORDINANCE NO. 25-_____

VOTE: Passed by an omnibus vote.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: May 19, 2025.

OTHER: Published in pamphlet form.

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL), CHAPTER 1 (ALCOHOLIC LIQUOR), SECTION 4-1-10A(2) (LIMITATION ON NUMBER OF LICENSES) OF THE WESTERN SPRINGS VILLAGE CODE TO INCLUDE UNIT #103 AS PART OF THE LICENSE PREMISES FOR THE CLASS "B" (FULL SERVICE RESTAURANT WITH A PATRON BAR) LIQUOR LICENSE ISSUED TO HILLGROVE TAP, LLC D/B/A HILLGROVE TAP FOR THE OPERATION OF ITS RESTAURANT AT THE 800 HILLGROVE AVENUE BUILDING.

WHEREAS, with the passage of Ordinance No. 15-2807 by the President and Board of Trustees of the Village of Western Springs ("Village Board" or "Village"), Hillgrove Tap, LLC d/b/a Hillgrove Tap (owner: Christopher Elsey) (the "Applicant/Owner"), became the holder of a Class B (Full Service Restaurant with a Patron Bar) Liquor License for the operation of its restaurant within Units #101 and #102 of the commercial building located at 800 Hillgrove Avenue, Western Springs, Illinois (the "800 Hillgrove Avenue Building"). The interior of the restaurant is referred to as the "Licensed Premises"; and

WHEREAS, after 2015, the Applicant/Owner expanded its indoor restaurant area to include Unit #103 of the 800 Hillgrove Avenue Building, and, therefore, it is necessary for the Village to approve an amendment to the Class B (Full Service Restaurant with a Patron Bar) Liquor License and an amendment to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A(2) (Limitation On Number Of Licenses) of the Western Springs Municipal Code so that the Licensed Premises includes Units #101, #102 and #103, which will be referred to as the "Expanded License Premises" (collectively, the "Amendments"); and

WHEREAS, at its April 30, 2025, public meeting, the Local Liquor Control Commission (the "Commission") considered the Amendments and then received and considered input from Village staff and provided an opportunity for public input regarding the matter. At its April 30, 2025 meeting, the Commission issued its Recommendation No. 25-02 relative to the Amendments. A copy of Recommendation No. 25-02 is incorporated by reference into this Ordinance. The Commission ***favorably recommended*** to the Village Board and the Local Liquor Control Commissioner approval of the Amendments, subject to the conditions set forth in Recommendation No. 25-02; and

WHEREAS, the Local Liquor Control Commissioner has reviewed the Amendments and Recommendation No. 25-02 issued by the Commission, and is supportive of Village Board approval of the Amendments, subject to the conditions set forth below in this Ordinance. The Local Liquor Control Commissioner found that the Applicant is still eligible to hold a Class B (Full Service Restaurant with a Patron Bar) Liquor License and is also in good standing with the Village; and

WHEREAS, at public meetings held on May 12, 2025 and May 19, 2025, the President and Board of Trustees of the Village of Western Springs considered Recommendation No. 25-02 issued by the Commission and the Local Liquor Control Commissioner's recommendation, and the Amendments, and

found that the Applicant is still be eligible to hold a Class B (Full Service Restaurant with a Patron Bar) Liquor License, subject to the conditions set forth below in this Ordinance, and found that the approval of the Amendments are protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public.

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

SECTION 1: Incorporation. Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Code Amendments. Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A(2) (Limitation on Number of Licenses) of the Western Springs Village Code is amended to add "Unit #103" to the Class "B" (Full Service Restaurant With A Patron Bar) Liquor License, which has been issued to Hillgrove Tap, LLC d/b/a Hillgrove Tap for the operation of a restaurant located in the 800 Hillgrove Avenue Building, 800 Hillgrove Avenue, Western Springs, Illinois, as follows (additions to existing text marked with underlining; deletions to existing text marked using strikethrough):

"2. Class B: A Class B (full service restaurant with a patron bar) Liquor License has been created for issuance to each person or entity listed below:

- a. Davanti's Western Springs, LLC, DBA Davanti Enoteca for a restaurant located at Unit 100 in the 800 Hillgrove Avenue Building, 800 Hillgrove Avenue, Western Springs, Illinois.
- b. Virant Restaurants, Inc., DBA Vie Petite for a restaurant located at 909 Burlington Avenue, Western Springs, Illinois.
- c. Salerno's Western Springs, Inc., DBA Salerno Pizzeria & R Bar for a restaurant located at 821 Burlington Avenue, Western Springs, Illinois.
- d. Hillgrove Tap, LLC, DBA Hillgrove Tap for a restaurant located at Unit 101, Unit 102 and Unit 103 in the 800 Hillgrove Avenue Building, 800 Hillgrove Avenue, Western Springs, Illinois.
- e. Guac N Tacos, LLC, DBA Guac N Tacos for a restaurant located at Unit 104 in the 800 Hillgrove Avenue Building located at 800 Hillgrove Avenue, Western Springs, Illinois.
- f. Ella's Italian Pub, LLC d/b/a Ella's Italian Pub for a restaurant located at 4471 Lawn 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 "B" (Full Service Restaurant With A Patron Bar) 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 in conjunction with the operation of a full service restaurant located at Unit #101, Unit #102 and Unit #103 of the 800 Hillgrove Avenue Building, subject to the conditions set forth in Ordinance No. 15-2807.

SECTION 4: Codifier to Make All Necessary Internal Amendments. To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections or other text that need to be amended or deleted within the Western Springs Municipal Code, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 5: Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation. All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent of such conflict, repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. Except for the Code Amendments set forth above in this Ordinance, all chapters and sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage and due publication in pamphlet form according to law and the posting of the appropriate parking regulation signs.

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 19th day of May, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

ATTEST:

Heidi Rudolph, Village President

Edward Tymick, Village Clerk

Published by me in pamphlet form on the ____ day of May, 2025.

Edward Tymick, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL), CHAPTER 1 (ALCOHOLIC LIQUOR), SECTION 4-1-10A(2) (LIMITATION ON NUMBER OF LICENSES) OF THE WESTERN SPRINGS VILLAGE CODE TO INCLUDE UNIT #103 AS PART OF THE LICENSE PREMISES FOR THE CLASS "B" (FULL SERVICE RESTAURANT WITH A PATRON BAR) LIQUOR LICENSE ISSUED TO HILLGROVE TAP, LLC D/B/A HILLGROVE TAP FOR THE OPERATION OF ITS RESTAURANT AT THE 800 HILLGROVE AVENUE BUILDING

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting held on the 19th day of May, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 19th day of May, 2025.

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

AYES: _____
NAYS: _____
ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 19th day of May, 2025.

Edward Tymick, Village Clerk

[SEAL]

Attachment 5

ORDINANCE NO. 25-_____

VOTE:_____

AYES:_____

NAYS:_____

ABSENT:_____

ABSTAIN:_____

DATE: May XX, 2025.

OTHER: Roll Call Vote.

AN ORDINANCE AMENDING ORDINANCE NO. 17-2809 GRANTING A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE TO HILLGROVE TAP, LLC D/B/A HILLGROVE TAP TO ALLOW THE OPERATION OF AN OUTDOOR LIQUOR CAFE LOCATED ON A PORTION OF THE PUBLIC SIDEWALK AND CERTAIN PARKING SPACES SOUTH OF AND ADJACENT TO UNITS #101, #102 AND #103 OF THE COMMERCIAL BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS AND TO AUTHORIZE THE APPROVAL AND EXECUTION OF A TEMPORARY USE PERMIT AND A LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ.

WHEREAS, with the passage of Ordinance No. 15-2807 and Ordinance No. 15-2809 by the President and Board of Trustees of the Village of Western Springs ("Village Board" or "Village"), Hillgrove Tap, LLC d/b/a Hillgrove Tap (owner: Christopher Esley) (the "Applicant/Owner") became the holder of a Class "B" (Full Service Restaurant with a Patron Bar) Liquor License and a Class "H" (Outdoor Liquor Café) Liquor License for the operation of its restaurant within Units #101 and #102 of the commercial building located at 800 Hillgrove Avenue, Western Springs, Illinois (the "800 Hillgrove Avenue Building"), and an Outdoor Liquor Café on a portion of the public sidewalk south of and adjacent to the 800 Hillgrove Avenue Building. The interior of the restaurant and the Outdoor Liquor Café area are collectively referred to as the "Licensed Premises". The Application is incorporated into this Ordinance by reference; and

WHEREAS, after 2015, the Applicant/Owner expanded its indoor restaurant area to include Unit #103 of the 800 Hillgrove Avenue Building, and, therefore, it is necessary for the Village to approve an amendment to the Class "B" (Full Service Restaurant with a Patron Bar) Liquor License so that the Licensed Premises includes Units #101, #102 and #103, which will be referred to as the "Expanded Licensed Premises", and which amendment will be done by a different Ordinance that amends the Western Springs Municipal Code; and

WHEREAS, the Applicant/Owner filed a liquor license application dated March 28, 2025 (the "Application"), including the required application fees with the Village, requesting approval of an amended Outdoor Liquor Café Site Plan to its existing Class "H" (Outdoor Liquor Cafe) Liquor License to operate an expanded Outdoor Liquor Café area. The original Outdoor Liquor Café Site Plan was approved by the Village in 2015 for twelve (12) tables, and now the Applicant/Owner desires to operate an Outdoor Liquor Café area with seventy-six (76) patron seats within a portion of the public sidewalk and within certain parking spaces south of and adjacent to the 800 Hillgrove Avenue Building (the "Expanded Licensed Premises") in conjunction with Applicant/Owner's existing restaurant located within the 800 Hillgrove Avenue Building. The Application, including the Amended Outdoor Liquor Café Site Plan submitted March 28, 2025, is incorporated herein by reference as **Group Exhibit "A"** and a copy is on file with the Village Community Development Department; and

WHEREAS, as part of the approval of this Ordinance, the Applicant/Owner shall be required to enter into an updated Temporary Use Permit For An Outdoor Liquor Café (Use Of Public Sidewalk And Public Parking) ("Temporary Use Permit"), a copy of which is attached as **Exhibit "C"** and made a part hereof, and an updated License Agreement For Temporary Use Of A Public Right-Of-Way Relative To The Operation Of An Outdoor Liquor Café ("License Agreement"), a copy of which is attached as **Exhibit "D"** and made a part hereof; and

WHEREAS, at its April 24, 2025 public meeting, the General Government Committee ("Committee") considered the Applicant/Owner's Application, the Amended Outdoor Liquor Café Site Plan and the Temporary Use Permit, and then received and considered input from Village staff and provided an opportunity for public input regarding the matter. At its April 24, 2025 meeting, the Committee recommended to the Village Board and the Local Liquor Control Commissioner approval of the Application, the Amended Outdoor Liquor Café Site Plan and the Temporary Use Permit; and

WHEREAS, at its April 30, 2025 public meeting, the Local Liquor Control Commission (the "Commission") considered the Applicant/Owner's Application, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit and the License Agreement and then received and considered input from Village staff and provided an opportunity for public input regarding the matter. At its April 30, 2025 meeting, the Commission issued its Recommendation No. 25-02 relative to the Application, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit and the License Agreement. A copy of Recommendation No. 25-02 is incorporated by reference into this Ordinance. The Commission ***favorably recommended*** to the Village Board and the Local Liquor Control Commissioner approval of the Application, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit and the License Agreement, subject to the conditions set forth in Recommendation No. 25-02; and

WHEREAS, the Local Liquor Control Commissioner has reviewed the Application, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit, the License Agreement and Recommendation No. 25-02 issued by the Commission and the Committee's recommendation, and is supportive of Village Board approval of the Application, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit and the License Agreement, subject to the conditions set forth below in this Ordinance. The Local Liquor Control Commissioner found that the Applicant is still eligible to hold a Class "B" (Full Service Restaurant with a Patron Bar) Liquor License and a Class "H" (Outdoor Liquor Cafe) Liquor License and is also in good standing with the Village; and

WHEREAS, at public meetings held on May 12, 2025 and May 19, 2025, the President and Board of Trustees of the Village of Western Springs considered Recommendation No. 25-02 issued by the Commission, the Committee's recommendation and the Local Liquor Control Commissioner's recommendation, and the Application, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit and the License Agreement, and found that the Applicant is still eligible to hold a Class "B" (Full Service Restaurant with a Patron Bar) Liquor License and a Class "H" (Outdoor Liquor Cafe) Liquor License, subject to the conditions set forth below in this Ordinance, and found that the approval of the Application, the Expanded Licensed Premises, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit

and the License Agreement is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public.

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

SECTION 1: Incorporation. Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Approval of an Expanded Licensed Premises and an Amended Outdoor Liquor Café Site Plan for an Existing Class "H" (Outdoor Liquor Cafe) Liquor License, Subject to Conditions. The President and Board of Trustees of the Village of Western Springs approve the Expanded Licensed Premises and the Amended Outdoor Liquor Café Site Plan, as attached hereto as **Exhibit "B"**, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 4.

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

SECTION 4: Conditions for Class "H" (Outdoor Liquor Cafe) Liquor License and Applicant. As part of the operation of the restaurant within Units #101, #102 and #103 of the 800 Hillgrove Avenue Building and the operation of the Outdoor Liquor Café within the Expanded Licensed Premises and the Amended Outdoor Liquor Café Site Plan, as attached hereto as **Exhibit "B"**, the Applicant/Owner shall comply with the following conditions 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 Cafe to be located on the public sidewalk and certain designated parking spaces south of and adjacent to Units #101, #102 and #103 of the 800 Hillgrove Avenue Building in accordance with the Outdoor Liquor Cafe 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 Cafe 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 Cafe under a Class "H" Liquor License and a full service restaurant under the Class "B" (Full Service Restaurant with a Patron Bar) 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 restaurant and the Outdoor Liquor Cafe.

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

F. **The following individuals shall serve as the initial on-site manager: Christopher Esley.** If additional on-site managers are necessary to operate the restaurant and the Outdoor Liquor Cafe 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.

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

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

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

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 Basset/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 **seating capacity of seventy-six (76) persons and a maximum of twenty-two (22) tables varying in seats from two (2) to six (6)** are allowed within the Outdoor Liquor Cafe. The maximum seating capacity and the maximum number of tables may be increased under a modified Outdoor Liquor Café Plan, if approved by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process.

4. Hours: The operation of the Outdoor Liquor Cafe shall be permitted only for **Regular Hours Of Operation between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. The Applicant/Owner offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays.** Prior to the opening time and after the closing times listed above, patrons will be allowed to occupy the Outdoor Liquor Cafe 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 Cafe.
5. The Applicant/Owner, at its cost, shall comply with the Village Manager's and the Village Staff's written direction relative to the installation and maintenance of a fence or exterior barrier for access to the Outdoor Liquor Cafe adjacent to the private parking lot to protect against a motor vehicle from accidentally entering into the Outdoor Liquor Cafe (as applicable). The Applicant/Owner, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Outdoor Liquor Cafe's location and operation, including the perimeter fence or barrier for the Outdoor Liquor Cafe, that are required by the Village Manager and the Village Staff from time to time for the duration of the Class "H" (Outdoor Liquor Café) Liquor License approved under this Ordinance or any renewal of such License. The above-written direction of the Village Manager and the Village Staff and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
6. If the Applicant/Owner desires to install temporary electric lighting in the Outdoor Liquor Cafe, the Village Board, in its discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the Outdoor Liquor Cafe and not at surrounding properties. Extension cords shall not be permitted to lie on the ground within the Outdoor Liquor Cafe so as to create a trip hazard. Any electrical equipment used within the right-of-way shall comply with current N.E.C. standards.
7. The noise from the operation of and patrons of the Outdoor Liquor Cafe shall be monitored by the owner and on-site manager of the Applicant/Owner so as to not become a nuisance to surrounding property owners.
8. No live music or entertainment is allowed in the Outdoor Liquor Cafe, but the same music being played in the restaurant may be played through speakers in the Outdoor Liquor Cafe in a manner that is not a nuisance to surrounding property owners.
9. The assumed name or "doing business as" name and any related signage that is used by the Applicant/Owner shall conform to the applicable regulations of Title 4 (Liquor Control) of the Western Springs Municipal Code.

J. If within **one hundred eighty (180) calendar days of the approval date of this Ordinance** the Local Liquor Control Commissioner has not approved the renewal of the existing Class "H" (Outdoor Liquor Cafe) Liquor License to the Applicant/Owner or advised in writing of their intention to issue the

Class "H" (Outdoor Liquor Cafe) Liquor License upon satisfaction of one or more conditions (e.g., issuance of a temporary use permit for the Outdoor Liquor Cafe), then this Ordinance shall automatically become null and void without any further action or notice by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.

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

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

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

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

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the ____ day of May, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of May, 2025.

Edward Tymick, Village Clerk

Group Exhibit "A"

Application submitted March 28, 2025

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

Draft

Exhibit “B”

**Amended Outdoor Liquor Café Site Plan
dated _____, 2025**

(attached)

Draft

Exhibit "C"

**Temporary Use Permit For An Outdoor Liquor Café
(Use Of Public Sidewalk)**

(attached)

Draft

**Village of Western Springs
Temporary Use Permit For An Outdoor Liquor Café
(Public Sidewalk and Public Parking)**

Date of Village Board Approval: _____, 2025
Applicant/Permittee/Business: Hillgrove Tap, LLC d/b/a Hillgrove Tap
Location: Public Sidewalk adjacent to Units #101, #102 and #103
of 800 Hillgrove Avenue Building, Western Springs,
Illinois
Permit Duration: From the Approval Date to _____XX, 2025

Permit Conditions:

1. **Location:** Permittee shall construct, maintain and operate the Outdoor Liquor Café at the above Location in accordance with the attached "Outdoor Liquor Café Plan" approved by the Village Board on **May XX, 2025**, or such modified Outdoor Liquor Café Plan, as approved by the Local Liquor Control Commissioner after input from Village staff and after completion of the Village staff plan review process, and the regulations governing outdoor liquor cafes as set forth in Section 10-4-5(F) of the Western Springs Municipal Code. This Temporary Use Permit ("TUP") allows the Permittee to operate the Outdoor Liquor Café on public property, as provided below. A copy of the Outdoor Liquor Café Plan dated _____, 2025 is attached hereto as **Exhibit "A"** and made a part hereof. If a modified Outdoor Liquor Café Plan is submitted and approved, as provided for above, the modified Outdoor Liquor Café Plan will be attached to this TUP upon Village approval.
2. **Seating:** A maximum seating capacity of seventy-six (76) persons and a maximum of twenty-two (22) tables (varying sizes per **Exhibit "A"**) are allowed within the Outdoor Liquor Cafe under the attached Outdoor Liquor Café Plan. The maximum seating capacity and the maximum number of tables may be increased under a modified Outdoor Liquor Café Plan, if approved by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process.
3. **Hours:** The operation of the Outdoor Liquor Cafe shall be permitted only between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. Permittees offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays. Prior to the opening times and after the closing times listed in the two (2) preceding sentences, patrons will be allowed to occupy the Outdoor Liquor Café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages. The Permittee shall not allow patrons to consume alcoholic beverages in the Outdoor Liquor Cafe outside of the above authorized hours of operation.
4. **Prohibited Conduct:** No portion of the Outdoor Liquor Café shall be placed or operated on Village property or the public right-of-way. No food may be stored, cooked or otherwise prepared in the Outdoor Liquor Café. There shall be no bus tubs or plate carts or racks stationed in the Outdoor Liquor Café. **No live music or entertainment shall be permitted in the Outdoor Liquor Café, but the same music being played in the restaurant may be played through speakers in the Outdoor Liquor Café in a manner that is not a nuisance to surrounding property owners.**
5. **Maintenance.** Each evening, the Outdoor Liquor Café shall be swept clean of any debris, and all tables and chairs shall be consolidated in a neat and orderly manner. **At least three (3) times per**

week (and when requested by the Community Development Director), the Outdoor Liquor Café shall be power-washed by Permittee to remove any food or drink residue or other debris.

6. **Winter Conditions:** Per Section 10-4-5F of the Western Springs Municipal Code, the Outdoor Liquor Café may operate during the months of December, January and February, upon request by the Permittee and upon approval of the Local Liquor Control Commissioner, in any calendar year, weather permitting.
7. **Exterior Barrier / Planter Plan; Safety Plan:** *Permittee shall comply with the exterior barrier / planter installation plan with anchor requirements for the Outdoor Liquor Café, as shown on the attached Outdoor Liquor Café Plan. Any modifications to the exterior barrier / planter installation plan shall be subject to approval by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process relative to the installation and maintenance of an exterior barrier for access to the Outdoor Liquor Café adjacent to the public street right-of-way to protect against a motor vehicle from accidentally entering into the Outdoor Liquor Café (as applicable). Permittee shall also comply with any modifications to or other safety-related requirements pertaining to the Location and operation of the Outdoor Liquor Café, including the above-mentioned exterior barrier, that are required by the Local Liquor Control Commissioner or the Village Manager and the Village staff from time to time for the duration of this Temporary Use Permit or any renewal of such Permit. Regarding the Outdoor Liquor Café and planters:*
 - a. *The planters must be planted and maintained throughout the growing season with high quality, decorative flowers, grasses and other vegetation, and the planters may remain in place during the non-operation period (December through March), provided they are covered with evergreen materials.*
 - b. *If a planter becomes damaged, the damaged planter shall be replaced prior to continued operation of outdoor dining.*
 - c. *If the planters must be moved or stored off-site at the request of the Village for whatever reason (i.e., utility maintenance or access), it shall be the sole responsibility of the Permittee, at its cost, to comply with the Village's request to move, store or otherwise relocate the planter(s) within ten (10) calendar days from receipt of written notice from the Village.*
8. **Umbrellas and Exterior Lights and Other Equipment for Outdoor Liquor Café:** Permittee shall comply with the following:
 - a. Umbrellas located within the Outdoor Liquor Café shall be secured to heavy anchor bases.
 - b. Use of portable propane heaters that are UL approved and include automatic shut off and tilt-over protection features are allowed.
 - c. Lighting shall comply with the applicable Village Code provisions. Use of extension cords shall not be permitted to lay on the ground so as to create a trip hazard. Any electrical equipment used within the Outdoor Liquor Café or public right-of-way shall comply with current N.E.C. standards. Maintenance of an overhead lighting ceiling and associated support posts (as shown on the attached Outdoor Liquor Café Plan) in accordance with applicable illumination standards.
 - d. 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.
 - e. After the approval of this TUP by the Village Board, the Village-approved Outdoor Liquor Café Plan may be altered or amended at any time at the direction of the Village President

(Local Liquor Control Commissioner), the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Village-approved Outdoor Liquor Café Plan that are required by the Village President (Local Liquor Control Commissioner), the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development.

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

SIGNATURE PAGE TO FOLLOW

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

VILLAGE OF WESTERN SPRINGS

APPLICANT / PERMITTEE

Hillgrove Tap, LLC d/b/a Hillgrove Tap

By: _____

Name: Heidi Rudolph

Title: Village President

By: _____

Name: Christopher Esley

Title: Authorized Corporate Officer / Owner

Date: _____, 2025

Date: _____, 2025

Issuance Date of Outdoor Liquor Café Occupancy Permit: _____, 2025

By: _____

Heather Valone, Director of Community Development

Exhibit "A"

**Outdoor Liquor Café Plan
dated _____, 2025**

(attached)

Draft

Exhibit "B"

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

(attached)

Draft

Exhibit “D”

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

(attached)

Draft

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

This License Agreement (the "Agreement") has been entered into this ____ day of _____, 2025, by and between the Village of Western Springs, an Illinois municipal corporation (the "Village" or "Licensor") and **Hillgrove Tap, LLC d/b/a Hillgrove Tap** (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 "Hillgrove Tap " (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 expired 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. The Licensee and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Agreement. The insurance policies shall

provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

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

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

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

Section 16. Notices. Any notice which the Village or the Licensee may be required or is required to give shall be given by hand delivery or mailing the same, by United States Registered or Certified Mail, postage prepaid, to Licensee at the Business adjacent to the Licensed ROW Area, or to the Village at 740

Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558, or at such other places as may be designated by the Parties from time to time.

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

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

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

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

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

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

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

VILLAGE OF WESTERN SPRINGS

By: _____

Name: _____

Village President

Date: _____, 2025

LICENSEE: Hillgrove Tap, LLC d/b/a Hillgrove Tap

By: _____

Name: _____

Title: _____

Authorized Corporate Officer

Date: _____, 2025

Draft

Group Exhibit "A"

Map of Licensed ROW Area

and

Site Plan

(attached)

Draft

Exhibit “B”

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

(attached)

Draft

Exhibit "C"

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

(NONE or attached)

Draft

Exhibit "D"

Insurance Certificate(s)

(attached)

Draft

**ACKNOWLEDGEMENT AND CONSENT
TO THE PROVISIONS OF WESTERN SPRINGS ORDINANCE NO. 25-____
AND AGREEMENT TO COMPLY WITH AND FULFILL
THE CONDITIONS SET FORTH ABOVE IN THIS ORDINANCE**

I, Christopher Esley, 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.

**Hillgrove Tap, LLC d/b/a Hillgrove Tap
(Applicant/Owner)**

By: _____
Christopher Esley

By: _____
Notary Public

Date: _____

Date: _____

Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING ORDINANCE NO. 17-2809 GRANTING A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE TO HILLGROVE TAP, LLC D/B/A HILLGROVE TAP TO ALLOW THE OPERATION OF AN OUTDOOR LIQUOR CAFE LOCATED ON A PORTION OF THE PUBLIC SIDEWALK AND CERTAIN PARKING SPACES SOUTH OF AND ADJACENT TO UNITS #101, #102 AND #103 OF THE COMMERCIAL BUILDING LOCATED AT 800 HILLGROVE AVENUE, WESTERN SPRINGS, ILLINOIS AND TO AUTHORIZE THE APPROVAL AND EXECUTION OF A TEMPORARY USE PERMIT AND A LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the ___ day of May, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the ___ day of May, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ___ day of May, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 6.D.

To: Board of Trustees

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

Recommendation

The General Government Committee reviewed this item at their meeting on April 24, 2025, and recommended the approval of the amended Class H Liquor License and advancement of the item to the Liquor Control Commission for review and recommendation with one condition. The Liquor Commission reviewed this item at their meeting on April 30, 2025, and recommended the approval of the amended Class H Liquor License and advancement of the item to the Village Board for review and consideration with one condition.

Summary

Request

Robert Salerno, owner of the Salerno's Western Springs, Inc. operating as Salerno's Pizza & R Bar (the "Applicant") located at 821 Burlington Avenue, has 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 to 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 cafés and temporary liquor

cafés 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. 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 the 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

The General Government Committee (GGC) reviewed the request at their meeting on April 24, 2025 and recommended approval of the request with one condition. The GGC required that the Applicant revise the site plan related to the proposed seats to ensure proper spacing around the tables, chairs, heaters, and support posts for the pergolas. The Liquor Control Commission reviewed the request at their meeting on April 30, 2025, and recommended approval of the request with the same condition as the GGC related to revision of the site plan to comply with minimum clear space areas. Attachment 4 contains the recommendation from the Liquor Control Commission. Attachment 5 contains the draft ordinance.

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
 4. Recommendation 25-03 - Recommendation Relative To An Application For Approval of An Amended Outdoor Liquor Café Site Plan to the Existing Class "H" (Outdoor Liquor Cafe) Liquor License Issued to Salerno's Western Springs, Inc. d/b/a Salerno's Pizza & R Bar for the Operation of an Outdoor Liquor Café Located in the Public Sidewalk and

Streetscape Bump Out Adjacent to the Building Located at 821 Burlington Avenue, Western Springs, Illinois. *Attachments omitted, but available on the Village website.*

5. Draft Ordinance - An Ordinance Amending Ordinance No. 17-2878 Granting A Class "H" (Outdoor Liquor Cafe) Liquor License To Salerno's Western Springs, Inc. D/B/A Salerno's Pizza & R Bar To Allow The Operation Of An Expanded Outdoor Liquor Cafe On Portions Of The Public Sidewalk And The Streetscape Bump Out Located North Of And Adjacent To The 821 Burlington Avenue Building Located At 821 Burlington Avenue, Western Springs, Illinois And To Authorize The Approval And Execution Of A Temporary Use Permit And A License Agreement For Temporary Use Of A Public Right-Of-Way Relative To The Operation Of An Outdoor Liquor Café.

Financial Impact

None.

Recommended Motion

I move to approve the amended Class H Liquor License.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Ordinance No. 17-2878
2. License Agreement
3. Application Submittal Package
4. Recommendation 25-03
5. Draft Ordinance

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.

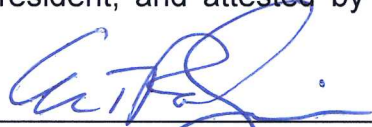
J. The President and Board of Trustees of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on Salerno's Western Springs, Inc., the Owner and its on-site manager(s) relative to its retail sale and service of alcoholic 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.

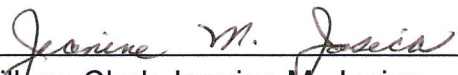
PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 27th day of March, 2017, and approved by me as Village President, and attested by the Village Clerk, on the same day.


Village President William T. Rodeghier

ATTEST:


Village Clerk Jeanine M. Jasica

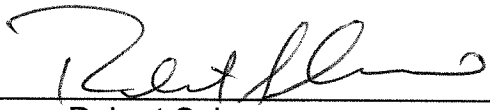
Published by me in pamphlet form on the 27th day of March, 2017.

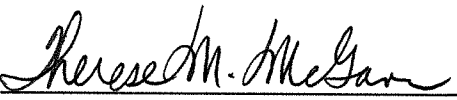

Village Clerk Jeanine M. Jasica

**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 cafes 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)

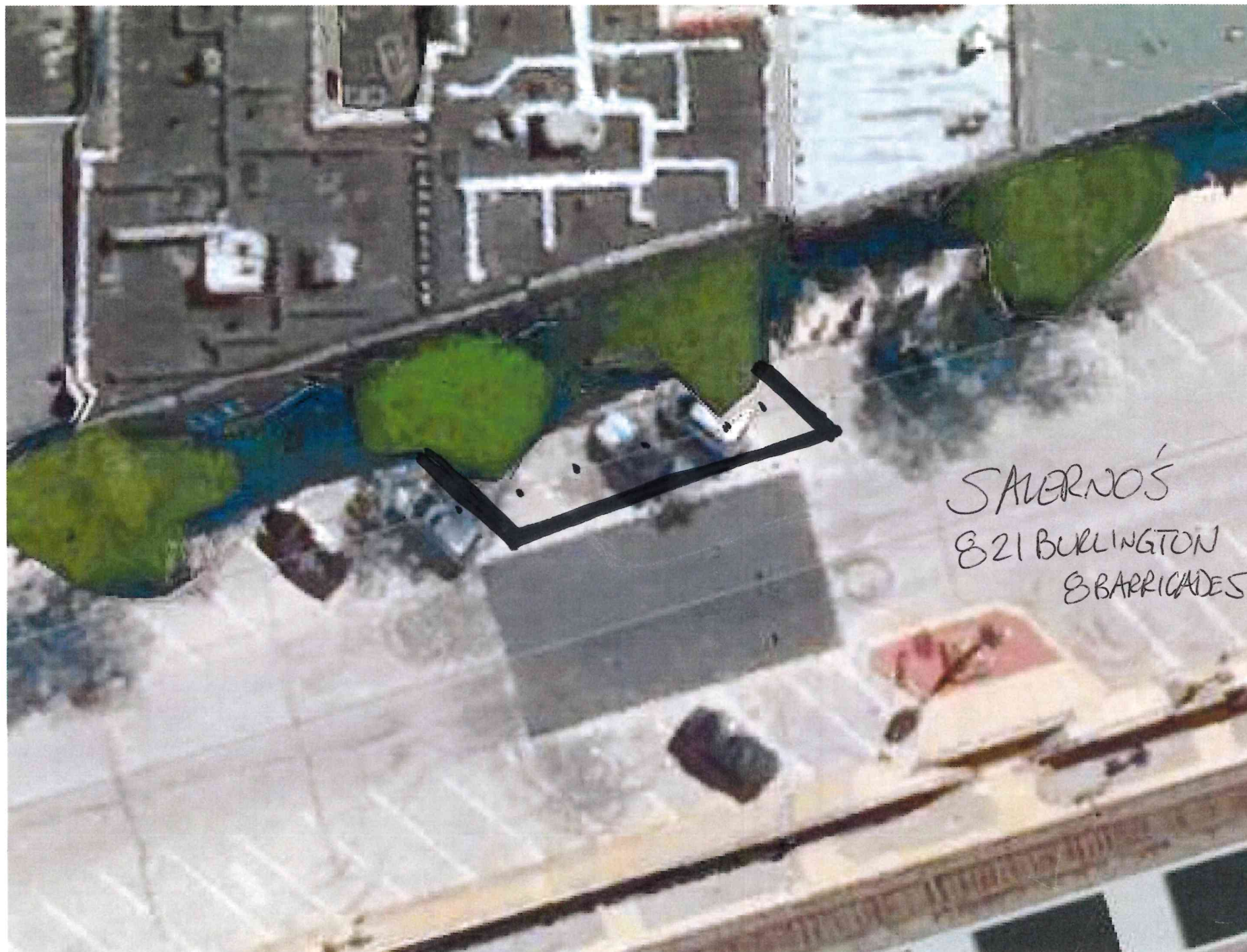


Exhibit "C"

**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:

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: 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:

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:

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.

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.

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

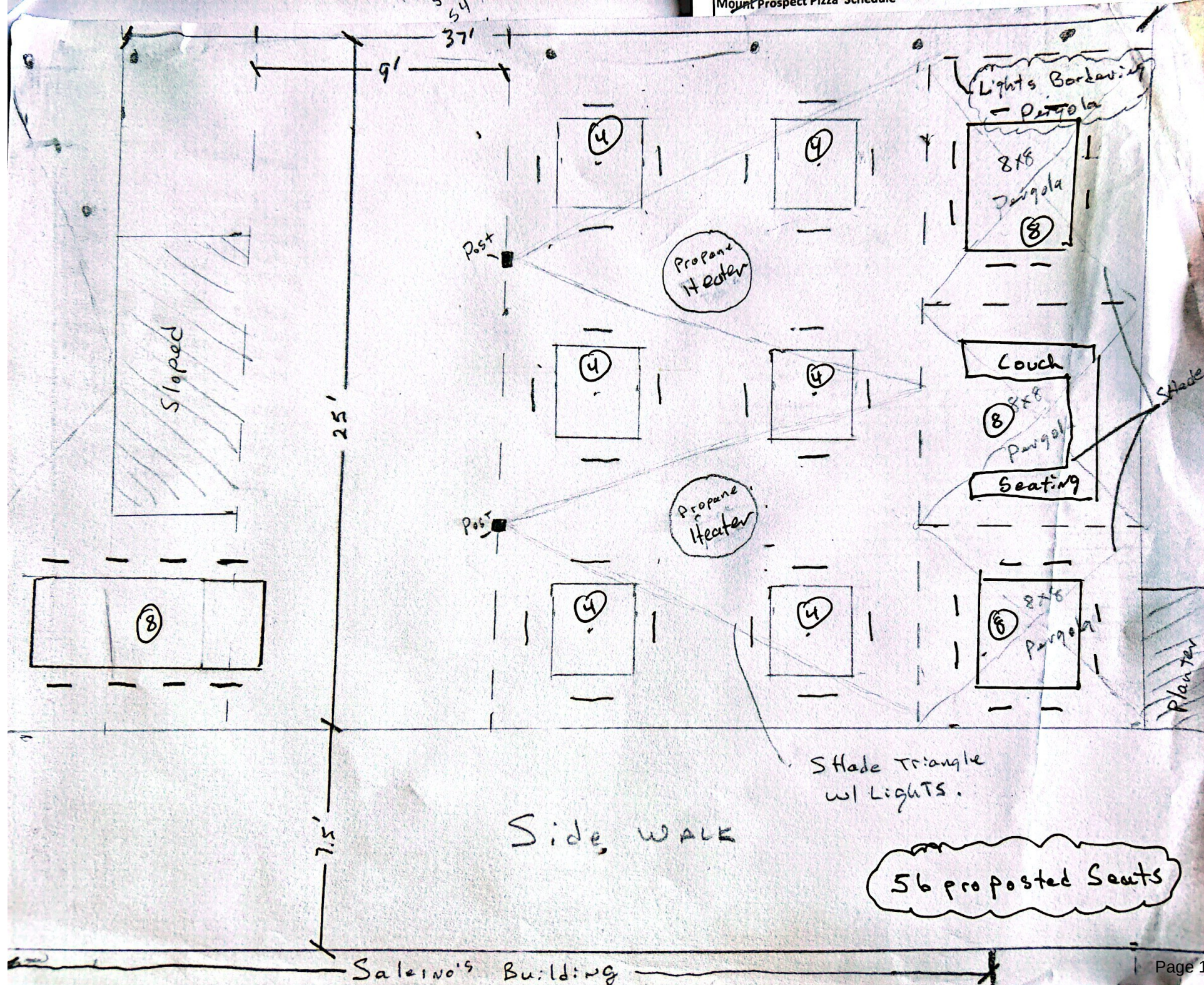
NOTARY PUBLIC

APPLICATION APPROVED:

Local Liquor Control Commissioner

Date: _____





Attachment 4

WESTERN SPRINGS LOCAL LIQUOR CONTROL COMMISSION **RECOMMENDATION NO. 25-03**

Recommendation Relative To An Application For Approval of An Amended Outdoor Liquor Café Site Plan to the Existing Class “H” (Outdoor Liquor Cafe) Liquor License Issued to Salerno’s Western Springs, Inc. d/b/a Salerno’s Pizza & R Bar for the Operation of an Outdoor Liquor Café Located in the Public Sidewalk and Streetscape Bump Out Adjacent to the Building Located at 821 Burlington Avenue, Western Springs, Illinois.

WHEREAS, with the passage of Ordinance No. 17-2876 and Ordinance No. 17-2878 by the President and Board of Trustees of the Village of Western Springs (“Village Board” or “Village”), Salerno’s Western Springs, Inc. d/b/a Salerno’s Pizza & R Bar (Owner: Robert Salerno (the “Applicant/Owner”) became the holder of a Village-issued Class “B” (Full Service Restaurant with Patron Bar) Liquor License for the operation of its restaurant within the commercial building located at 821 Burlington Avenue, Western Springs, Illinois (the “821 Burlington Avenue Building”), and the holder of a Village-issued Class “H” (Outdoor Liquor Café) Liquor License for the operation of an outdoor liquor café on a portion of the public sidewalk adjacent to the 821 Burlington Avenue Building. The interior of the restaurant and the Village-approved Outdoor Liquor Café area are collectively referred to as the “Licensed Premises”; and

WHEREAS, the Applicant/Owner filed a liquor license application dated March 15, 2025 (the “Application”) including the required application fees with the Village requesting approval of an amended Outdoor Liquor Café Site Plan to its existing Class “H” (Outdoor Liquor Cafe) Liquor License to operate an expanded outdoor liquor café area. The original Outdoor Liquor Café Area Site Plan was approved by the Village in 2017 for nine (9) patron tables, and now the Applicant/Owner desires to operate an Outdoor Liquor Café with fifty-six (56) patron seats within the public sidewalk and streetscape bump out north of and adjacent to the 821 Burlington Avenue Building (the “Expanded Licensed Premises”) in conjunction with Applicant/Owner’s existing restaurant located within the 821 Burlington Avenue Building. The Application, including the Amended Outdoor Liquor Café Site Plan submitted date April 16, 2025, is incorporated herein by reference as **Group Exhibit “A”** and a copy is on file with the Village Community Development Department; and

WHEREAS, during 2020, in response to dining restrictions imposed during the COVID-19 pandemic, the Village President / Local Liquor License Commissioner issued Executive Order No. 2020-04 that allowed for a temporary increase in the patron seating for the Outdoor Liquor Café. The temporary approvals for the operation of the expanded Outdoor Liquor Café permitted under Executive Order 2020-04 have expired. The Applicant/Owner now requests that the Village approve the Amended Outdoor Liquor Café Site Plan, as an amendment to Ordinance No. 17-2878, to allow for the continued operation of the Outdoor Liquor Café with a maximum patron seating capacity of fifty-six (56) and a maximum of nine (9) tables; and

WHEREAS, collectively, the relief requested by the Applicant/Owner is referred to as the “Amendments to the Class “H” (Outdoor Liquor Cafe) Liquor License”; and

WHEREAS, at a public meeting held on April 24, 2025, the General Government Committee (the “Committee”) considered the Applicant/Owner’s request for approval of the Amendments to the Class “H” (Outdoor Liquor Cafe) Liquor License, reviewed documents submitted to the Committee regarding the request, and received and considered input from Village staff and provided an opportunity for public

input regarding the Application. At its April 24, 2025 meeting, the Committee favorably recommended approval of the Amendments to the Class "H" (Outdoor Liquor Cafe) Liquor License; and

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

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

WHEREAS, in regard to its investigation of and consideration of the Application, the Commission held a public meeting on April 30, 2025, pursuant to proper notice being posted in accordance with the Open Meetings Act. During this public meeting, the Applicant/Owner made a presentation regarding its Application, the Village staff gave reports relative to the background check and investigative activities performed with respect to the Application, members of the Commission examined, under oath, the Applicant/Owner, its representatives and all other individuals who spoke during the public meeting, and an opportunity for public input was provided; and

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

WHEREAS, the Building and Zoning Officer has conducted an inspection of the proposed Licensed Premises and the proposed Expanded Licensed Premises and the diagram of the proposed Expanded Outdoor Liquor Café Area and confirmed that the Licensed Premises and the proposed Expanded Licensed Premises shall comply with the applicable provisions of the Western Springs Municipal Code regulations at the time of the passage of an Ordinance granting approval of the Amended Outdoor Liquor Café Site Plan for the existing Class "H" (Outdoor Liquor Café) Liquor License; and

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

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

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

- A. *The Applicant/Owner continues to qualify for a Class "H" (Outdoor Liquor Cafe) Liquor License under the provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance.*
- B. *Approval of the Applicant/Owner's request for an Expanded Licensed Premises and an Amended Outdoor Liquor Café Site Plan, as detailed above, to allow for the operation of an Outdoor Liquor Café with a maximum patron seating capacity of fifty-six (56) and a maximum of nine (9) tables in conjunction with Applicant/Owner's existing restaurant is in the best interests of the Village.*

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

Amendment to Existing Class "H" (Outdoor Liquor Cafe) Liquor License

- A. *Approval of the Applicant/Owner's Application for amendments to Ordinance No. 17-2878, which approved its current Class "H" (Outdoor Liquor Cafe) Liquor License, that authorize the Amended Outdoor Liquor Café Site Plan to allow for a maximum patron seating capacity of fifty-six (56) seats and a maximum of nine (9) tables within the outdoor liquor café and a Noise Policy that relates to the operations of the Outdoor Liquor Café along with the conditions of this Ordinance.*
- B. *Approval by the Village Board and the Commissioner of the draft Ordinance, a copy of which is attached to this Recommendation as part of **Group Exhibit "A"**, which is entitled:*

AN ORDINANCE AMENDING ORDINANCE NO. 17-2878 GRANTING A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE TO SALERNO'S WESTERN SPRINGS, INC. D/B/A SALERNO'S PIZZA & R BAR FOR THE OPERATION OF AN EXPANDED OUTDOOR LIQUOR CAFE LOCATED IN THE PUBLIC SIDEWALK AND STREETScape BUMP OUT NORTH OF AND ADJACENT TO THE 821 BURLINGTON AVENUE BUILDING LOCATED AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS AND AUTHORIZING THE APPROVAL AND EXECUTION OF A TEMPORARY USE PERMIT FOR AN OUTDOOR LIQUOR CAFÉ (USE OF PUBLIC SIDEWALK AND PUBLIC PARKING) AND A LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ.

- C. *Approval of the following additional conditions: Revise the site plan to comply with the required clear space area required by the Village's Building Codes.*

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

PASSED by the Western Springs Local Liquor Control Commission at a meeting held on the 30th day of April, 2025.

VOTE: Brian J. Cronin, Doug DeRock and Jordan Myers

AYES: Cronin, DeRock, Myers

NAYS: None

ABSENT: None

OTHER: None

The above vote has been certified by me this 30th day of April, 2025.


Brian J. Cronin, Chair

Group Exhibit "A"

**Liquor License Application for a
Class "H" (Outdoor Liquor Cafe) Liquor License
and Attachments**

(attached)

and

Draft

ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING ORDINANCE NO. 17-2878 GRANTING A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE TO SALERNO'S WESTERN SPRINGS, INC. D/B/A SALERNO'S PIZZA & R BAR FOR THE OPERATION OF AN EXPANDED OUTDOOR LIQUOR CAFE LOCATED IN THE PUBLIC SIDEWALK AND STREETScape BUMP OUT NORTH OF AND ADJACENT TO THE 821 BURLINGTON AVENUE BUILDING LOCATED AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS AND AUTHORIZING THE APPROVAL AND EXECUTION OF A TEMPORARY USE PERMIT FOR AN OUTDOOR LIQUOR CAFÉ (USE OF PUBLIC SIDEWALK AND PUBLIC PARKING) AND A LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ

(attached)

ORDINANCE NO. 25- _____

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: May XX, 2025.

OTHER: Roll Call Vote.

AN ORDINANCE AMENDING ORDINANCE NO. 17-2878 GRANTING A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE TO SALERNO'S WESTERN SPRINGS, INC. D/B/A SALERNO'S PIZZA & R BAR TO ALLOW THE OPERATION OF AN EXPANDED OUTDOOR LIQUOR CAFE ON PORTIONS OF THE PUBLIC SIDEWALK AND THE STREETScape BUMP OUT LOCATED NORTH OF AND ADJACENT TO THE 821 BURLINGTON AVENUE BUILDING LOCATED AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS AND TO AUTHORIZE THE APPROVAL AND EXECUTION OF A TEMPORARY USE PERMIT AND A LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ .

WHEREAS, with the passage of Ordinance No. 17-2876 and Ordinance No. 17-2878 by the President and Board of Trustees of the Village of Western Springs ("Village Board" or "Village"), Salerno's Western Springs, Inc. d/b/a Salerno's Pizza & R Bar (owner: Robert Salerno) (the "Applicant/Owner") became the holder of a Class "B" (Full Service Restaurant with a Patron Bar) Liquor License and a Class "H" (Outdoor Liquor Café) Liquor License for the operation of its restaurant within the commercial building located at 821 Burlington Avenue, Western Springs, Illinois (the "821 Burlington Avenue Building"), and an Outdoor Liquor Cafe on a portion of the public sidewalk north of and adjacent to the 821 Burlington Avenue Building. The interior of the restaurant and the Village-approved Outdoor Liquor Cafe area are collectively referred to as the "Licensed Premises". The Application is incorporated into this Ordinance by reference; and

WHEREAS, the Applicant/Owner filed a liquor license application dated March 15, 2025 (the "Application"), including the required application fees with the Village, requesting approval of an amended Outdoor Liquor Cafe Site Plan to its existing Class "H" (Outdoor Liquor Cafe) Liquor License to operate an expanded Outdoor Liquor Cafe area. The original Outdoor Liquor Cafe Site Plan was approved by the Village in 2017 for nine (9) tables and now the Applicant/Owner desires to operate an Outdoor Liquor Cafe area with fifty-six (56) patron seats within the public sidewalk and streetscape bump out north of and adjacent to the 821 Burlington Avenue Building (the "Expanded Licensed Premises") in conjunction with Applicant/Owner's existing restaurant located within the 821 Burlington Avenue Building. The Application, including the Amended Outdoor Liquor Café Site Plan submitted March 15, 2025, is incorporated herein by reference as **Group Exhibit "A"** and a copy is on file with the Village Community Development Department; and

WHEREAS, now that the approvals for the expanded Outdoor Liquor Café permitted under Executive Order 2020-04 have expired, the Applicant/Owner has requested an amendment to the existing

approvals to allow for the use of a portion of the public sidewalk and five (5) on-street parking spaces to operate the Outdoor Liquor Café in accordance with the Amended Outdoor Liquor Café Site Plan; and

WHEREAS, as part of the approval of this Ordinance, the Applicant/Owner shall be required to enter into an updated Temporary Use Permit For An Outdoor Liquor Café (Use Of Public Sidewalk And Public Parking) (“Temporary Use Permit”), a copy of which is attached as **Exhibit “C”** and made a part hereof, and an updated License Agreement For Temporary Use Of A Public Right-Of-Way Relative To The Operation Of An Outdoor Liquor Café (“License Agreement”), a copy of which is attached as **Exhibit “D”** and made a part hereof; and

WHEREAS, at its April 24, 2025 public meeting, the General Government Committee (“Committee”) considered the Applicant/Owner’s Application , the Amended Outdoor Liquor Café Site Plan and the Temporary Use Permit and then received and considered input from Village staff and provided an opportunity for public input regarding the matter. At its April 24, 2025 meeting, the Committee recommended to the Village Board and the Local Liquor Control Commissioner approval of the Application, the Amended Outdoor Liquor Café Site Plan and the Temporary Use Permit; and

WHEREAS, at its April 30, 2025 public meeting, the Local Liquor Control Commission (the “Commission”) considered the Applicant/Owner’s Application and the Amended Outdoor Liquor Café Site Plan , and then received and considered input from Village staff and provided an opportunity for public input regarding the matter. At its April 30, 2025 public meeting, the Commission issued its Recommendation No. 25-03 relative to the Application and the Amended Outdoor Liquor Café Site Plan. A copy of Recommendation No. 25-03 is incorporated by reference into this Ordinance. The Commission ***favorably recommended*** to the Village Board and the Local Liquor Control Commissioner approval of the Application and the Amended Outdoor Liquor Café Site Plan , subject to the conditions set forth in Recommendation No. 25-03; and

WHEREAS, the Local Liquor Control Commissioner has reviewed the Application, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit and the License Agreement and Recommendation No. 25-03 issued by the Commission and the Committee’s recommendation, and is supportive of Village Board approval of the Application, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit and the License Agreement, subject to the conditions set forth below in this Ordinance. The Local Liquor Control Commissioner found that the Applicant is still eligible to hold a Class “B” (Full Service Restaurant with a Patron Bar) Liquor License and a Class “H” (Outdoor Liquor Cafe) Liquor License and is also in good standing with the Village; and

WHEREAS, at public meetings held on May 12, 2025 and May 19, 2025, the President and Board of Trustees of the Village of Western Springs considered Recommendation No. 25-03 issued by the Commission, the Committee’s recommendation and the Local Liquor Control Commissioner’s recommendation, and the Application, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit and the License Agreement, and found that the Applicant is still be eligible to hold a Class “B” (Full Service Restaurant with a Patron Bar) Liquor License and a Class “H” (Outdoor Liquor Cafe) Liquor License, subject to the conditions set forth below in this Ordinance, and found that the approval of the Application, the Expanded Licensed Premises, the Amended Outdoor Liquor Café Site Plan, the Temporary Use Permit

and the License Agreement is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public.

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

SECTION 1: Incorporation. Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Approval of an Expanded Licensed Premises and an Amended Outdoor Liquor Café Site Plan for an Existing Class "H" (Outdoor Liquor Cafe) Liquor License, Subject to Conditions. The President and Board of Trustees of the Village of Western Springs authorize and approve the Expanded Licensed Premises and the Amended Outdoor Liquor Café Site Plan, as attached hereto as **Exhibit "B"**, for the existing Class "H" (Outdoor Liquor Cafe) Liquor License issued to the Applicant/Owner, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 4.

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

SECTION 4: Conditions for Class "H" (Outdoor Liquor Cafe) Liquor License and Applicant. As part of the operation of the restaurant within the 821 Burlington Avenue Building and the operation of the Outdoor Liquor Cafe within the Expanded Licensed Premises and the Amended Outdoor Liquor Café Site Plan, as attached hereto as **Exhibit "B"**, the Applicant/Owner shall comply with the following conditions 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 Cafe to be located on the public sidewalk and streetscape bump out north of and adjacent to 821 Burlington Avenue, Western Springs, Illinois in accordance with the Outdoor Liquor Cafe 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 Cafe 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.

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 Cafe under a Class "H" Liquor License and a full service restaurant under the Class "B" (Full Service Restaurant with a Patron Bar) 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 restaurant and the Outdoor Liquor Cafe.

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

F. **The following individuals shall serve as the initial on-site managers: Robert Salerno, Elizabeth Snatana, and Frank Arena.** If additional on-site managers are necessary to operate the restaurant and the Outdoor Liquor Cafe 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.

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

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

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

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 Basset/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 **seating capacity of fifty- six (56) persons, a maximum of nine (9) tables, three (3) tables each with right (8) seats and six (3) tables with four (4) seats), and one couch style seating (eight (8) seats)** are allowed within the Outdoor Liquor Cafe. The maximum seating capacity and the maximum number of tables may be increased under a modified Outdoor

Liquor Café Plan, if approved by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process.

4. Hours: The operation of the Outdoor Liquor Cafe shall be permitted only for **Regular Hours Of Operation between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. The Applicant/Owner offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays.** Prior to the opening time and after the closing times listed above, patrons will be allowed to occupy the Outdoor Liquor Cafe 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 Cafe.
5. The Applicant/Owner, at its cost, shall comply with the Village Manager's and the Village Staff's written direction relative to the installation and maintenance of a fence or exterior barrier for access to the Outdoor Liquor Cafe adjacent to the private parking lot to protect against a motor vehicle from accidentally entering into the Outdoor Liquor Cafe (as applicable). The Applicant/Owner, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Outdoor Liquor Cafe's location and operation, including the perimeter fence or barrier for the Outdoor Liquor Cafe, that are required by the Village Manager and the Village Staff from time to time for the duration of the Class "H" (Outdoor Liquor Café) Liquor License approved under this Ordinance or any renewal of such License. The above-written direction of the Village Manager and the Village Staff and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
6. If the Applicant/Owner desires to install temporary electric lighting in the Outdoor Liquor Cafe, the Village Board, in its discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the Outdoor Liquor Cafe and not at surrounding properties. Extension cords shall not be permitted to lie on the ground within the Outdoor Liquor Cafe so as to create a trip hazard. Any electrical equipment used within the right-of-way shall comply with current N.E.C. standards.
7. The noise from the operation of and patrons of the Outdoor Liquor Cafe shall be monitored by the owner and on-site manager of the Applicant/Owner so as to not become a nuisance to surrounding property owners.
8. No live music or entertainment is allowed in the Outdoor Liquor Cafe, but the same music being played in the restaurant may be played through speakers in the Outdoor Liquor Cafe in a manner that is not a nuisance to surrounding property owners.
9. The assumed name or "doing business as" name and any related signage that is used by the Applicant/Owner shall conform to the applicable regulations of Title 4 (Liquor Control) of the Western Springs Municipal Code.

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

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

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

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

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

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the ____ day of May, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of May, 2025.

Edward Tymick, Village Clerk

Group Exhibit "A"

Application submitted date March 15, 2025

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

Draft

Exhibit “B”

**Amended Outdoor Liquor Café Site Plan
dated _____, 2025**

(attached)

Exhibit “C”

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

(attached)

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

Date of Village Board Approval: _____, 2025
Applicant/Permittee/Business: Salerno's Western Springs, Inc. d/b/a Salerno's Pizza & R Bar
Location: Public Sidewalk and Streetscape Bump Out adjacent to
821 Burlington Avenue, Western Springs, Illinois
Permit Duration: From the Approval Date to ____ XX, 2025

Permit Conditions:

1. **Location:** Permittee shall construct, maintain and operate the Outdoor Liquor Café at the above Location in accordance with the attached "Outdoor Liquor Café Plan" approved by the Village Board on **May XX, 2025**, or such modified Outdoor Liquor Café Plan, as approved by the Local Liquor Control Commissioner after input from Village staff and after completion of the Village staff plan review process, and the regulations governing outdoor liquor cafes as set forth in Section 10-4-5(F) of the Western Springs Municipal Code. This Temporary Use Permit ("TUP") allows the Permittee to operate the Outdoor Liquor Café on public property only, as provided below. A copy of the Outdoor Liquor Café Plan dated _____, 2025 is attached hereto as **Exhibit "A"** and made a part hereof. If a modified Outdoor Liquor Café Plan is submitted and approved, as provided for above, the modified Outdoor Liquor Café Plan will be attached to this TUP upon Village approval.
2. **Seating:** A maximum of **fifty-six (56) persons, a maximum of nine (9) tables (varying sizes per Exhibit "A")** are allowed within the Outdoor Liquor Café under the attached Outdoor Liquor Café Plan. The maximum seating capacity and the maximum number of tables may be increased under a modified Outdoor Liquor Café Plan, if approved by the Local Liquor Control Commissioner, after input from Village staff and after completion of the Village staff plan review process.
3. **Hours:** The operation of the Outdoor Liquor Cafe shall be permitted only between the hours of **eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. on Sundays through Thursdays, and between the hours of eleven o'clock (11:00) A.M. and eleven o'clock (11:00) P.M. on Fridays and Saturdays. Permittees offering a brunch menu may serve alcoholic liquor beginning at nine o'clock (9:00) A.M. on Mondays through Sundays.** Prior to the opening times and after the closing times listed in the two (2) preceding sentences, patrons will be allowed to occupy the Outdoor Liquor Café for meals, provided there are no liquor sales, service or consumption of alcoholic beverages. The Permittee shall not allow patrons to consume alcoholic beverages in the Outdoor Liquor Cafe outside of the above authorized hours of operation.
4. **Prohibited Conduct:** No portion of the Outdoor Liquor Café shall be placed or operated on Village property or the public right-of-way. No food may be stored, cooked or otherwise prepared in the Outdoor Liquor Café. There shall be no bus tubs or plate carts or racks stationed in the Outdoor Liquor Café. **No live music or entertainment shall be permitted in the Outdoor Liquor Café, but the same music being played in the restaurant may be played through speakers in the Outdoor Liquor Café in a manner that is not a nuisance to surrounding property owners.**
5. **Maintenance.** Each evening, the Outdoor Liquor Café shall be swept clean of any debris, and all tables and chairs shall be consolidated in a neat and orderly manner. **At least three (3) times per week (and when requested by the Community Development Director), the Outdoor Liquor Café shall be power-washed by Permittee to remove any food or drink residue or other debris.**
6. **Winter Conditions:** Per Section 10-4-5F of the Western Springs Municipal Code, the Outdoor Liquor Café may operate during the months of December, January and February, upon request by

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

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

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

9. **Alcohol:** Retail sale, service and consumption of alcoholic liquor within the Outdoor Liquor Café shall be in accordance with **Western Springs Ordinance No. 17-2878** (Approval of a Class "H" (Outdoor Liquor Cafe) Liquor License) **dated March 27, 2017**, including each of the conditions set forth in the Ordinance, which is incorporated into this TUP by reference, as well as the other applicable provisions of the Western Springs Liquor Control Ordinance.
10. **Release, Hold Harmless and Indemnification:** See attached LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ (Salerno's Western Springs, Inc. d/b/a Salerno's Pizza & R Bar) (**Exhibit "B"**).
11. **Insurance:** See attached LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ (Salerno's Western Springs, Inc. d/b/a Salerno's Pizza & R Bar).
12. **Reimbursement of Village for Special Costs:** The Village reserves the right to charge the Permittee for special municipal services, such as police, fire, emergency medical services, and public works personnel and services, that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Outdoor Liquor Café or to clean up and dispose of any debris, litter or waste caused by the Outdoor Liquor Cafe, in the case where the Permittee fails to perform its obligations in that regard. Upon execution of this TUP, the Permittee agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Outdoor Liquor Cafe. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.
13. **Compliance with Applicable Laws and Regulations.** All of the improvements and activities at the Location shall comply with the applicable provisions of federal, State, county and local laws and regulations, including the Western Springs Municipal Code and all accessibility regulations (i.e., the ADA, Illinois Accessibility Code, etc.).

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

VILLAGE OF WESTERN SPRINGS

By: _____
Name: Heidi Rudolph
Title: Village President

APPLICANT / PERMITTEE
Salerno's Western Springs, Inc.
d/b/a Salerno's Pizza & R Bar)

By: _____
Name: Robert Salerno
Title: Authorized Corporate Officer / Owner

Date: _____, 2025

Date: _____, 2025

Issuance Date of Outdoor Liquor Café Occupancy Permit: _____, 2025

By: _____
Heather Valone, Director of Community Development

Exhibit "A"

**Outdoor Liquor Café Plan
dated _____, 2025**

(attached)

Draft

Exhibit “B”

LICENSE AGREEMENT FOR TEMPORARY USE OF A
PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ
(Salerno’s Western Springs, Inc. d/b/a Salerno’s Pizza & R Bar)

(attached)

Draft

Exhibit “D”

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

(attached)

**LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY
RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ
(Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria & R Bar)**

This License Agreement (the "Agreement") has been entered into this ____ day of _____, 2025, by and between the Village of Western Springs, an Illinois municipal corporation (the "Village" or "Licensor") and **Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria & R Bar** (the "Licensee") (collectively, the "Parties"), in regard to the following:

WHEREAS, the Village is the owner of a certain public sidewalk and certain streetscape bump out that is located on property within the corporate boundaries of and controlled by the Village adjacent to 821 Burlington Avenue, Western Springs, Illinois and adjacent to the north side of 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 "Salerno Pizzeria & R Bar" (the "Business") and desires to use the Licensed ROW Area for the purpose of operating an Outdoor Liquor Café thereon. Subject to executing this Agreement, Licensee has applied for and received Village approval of a Temporary Use Permit (attached as **Exhibit "B"**) to place movable tables and chairs along the Licensed ROW Area adjacent to the restaurant subject to certain conditions to be set forth below. To the extent that approval by any other federal, State, county or other governmental entity is required for the Licensee to use the Licensed ROW Area, the relevant approval documents are attached hereto as **Exhibit "C"** and made a part hereof; and

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

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

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

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

Section 3. Use, Compliance with Laws and Conditions of Operation. The Licensee shall be permitted to use the Licensed ROW Area for Outdoor Liquor Café purposes, provided the Licensee complies with the provisions of Section 10-4-5(F) and all of the additional conditions and requirements

imposed by the Village as part of the Temporary Use Permit approval. Licensee's use of the Licensed ROW Area is contingent upon its continuing compliance with all statutes, ordinances, requirements and laws (including food, fire, accessibility, health and sanitation codes, and environmental laws and regulations) of all Village, State, county and federal authorities now in force, or which may hereafter be enacted, pertaining to the Licensed ROW Area and relative to the operation of the Business, including the Outdoor Liquor Café. In addition, Licensee, at its own cost and expense, agrees to the following conditions of use:

- a. Compliance with all federal, State, county and local laws and regulations pertaining to the serving of food and alcohol. This Agreement does not authorize the sale or service or consumption of alcoholic beverages within the Licensed ROW Area or the Outdoor Liquor Café. Even if Licensee has a local liquor license for the Business, Licensee still must apply to the Village and obtain a Class H (Outdoor Liquor Café) License and State liquor license for the Licensed ROW Area and the Outdoor Liquor Café if such a liquor license is available under the Village's Liquor Ordinance. In this case, Licensee has received a Class H (Outdoor Liquor Café) License.
- b. If a Class H (Outdoor Liquor Café) License is issued for the Outdoor Liquor Café by the Village and a State liquor license is issued by the State of Illinois, the regulations of the Village Liquor Control Ordinance, as amended, and the State Liquor Control Act of 1934, as amended, that are applicable to the service, consumption and retail sale of alcoholic liquor shall apply within the Licensed ROW Area and Outdoor Liquor Café and shall apply to all customers located in the Licensed ROW Area and Outdoor Liquor Café.
- c. **Per Section 10-4-5F 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. The Licensee and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Agreement. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of

indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF WESTERN SPRINGS

By: _____

Name: _____
Village President

Date: _____, 2025

LICENSEE: Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria & R Bar

By: _____

Name: _____
Title: _____
Authorized Corporate Officer

Date: _____, 2025

Draft

Group Exhibit "A"

Map of Licensed ROW Area

and

Site Plan

(attached)

Draft

Exhibit “B”

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

(attached)

Draft

Exhibit "C"

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

(NONE or attached)

Draft

Exhibit "D"

Insurance Certificate(s)

(attached)

Draft

**ACKNOWLEDGEMENT AND CONSENT
TO THE PROVISIONS OF WESTERN SPRINGS ORDINANCE NO. 25-____
AND AGREEMENT TO COMPLY WITH AND FULFILL
THE CONDITIONS SET FORTH ABOVE IN 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's Pizza & R Bar
(Applicant/Owner)**

By: _____
Robert Salerno

By: _____
Notary Public

Date: _____

Date: _____

Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING ORDINANCE NO. 17-2878 GRANTING A CLASS "H" (OUTDOOR LIQUOR CAFE) LIQUOR LICENSE TO SALERNO'S WESTERN SPRINGS, INC. D/B/A SALERNO'S PIZZA & R BAR TO ALLOW THE OPERATION OF AN EXPANDED OUTDOOR LIQUOR CAFE ON PORTIONS OF THE PUBLIC SIDEWALK AND THE STREETScape BUMP OUT LOCATED NORTH OF AND ADJACENT TO THE 821 BURLINGTON AVENUE BUILDING LOCATED AT 821 BURLINGTON AVENUE, WESTERN SPRINGS, ILLINOIS AND TO AUTHORIZE THE APPROVAL AND EXECUTION OF A TEMPORARY USE PERMIT AND A LICENSE AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY RELATIVE TO THE OPERATION OF AN OUTDOOR LIQUOR CAFÉ

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the ___ day of May, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the ___ day of May, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ___ day of May, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 6.E.

To: Board of Trustees

From: Pat Schramm, Director of Technology

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

RE: [Previously discussed] Contract with Midwest Computer Products for Cable Channel and Audio Visual Upgrades with Bid Waiver (Omnibus Item)

Recommendation

Consider a recommendation to waive the bidding process and approve a vendor agreement with Midwest Computer Products, for two (2) quotes 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 to perform similar work in the Board Room and was not able to obtain additional proposals from other vendors to install the specialized audio/visual and cable broadcasting equipment.

Midwest Computer Products provided two (2) quotes in the amounts of \$17,945.00 and \$16,970 for each improvement.

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 approve a waiver of the bidding process and approve a vendor contract with 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
3. Exhibit 1-- Vendor Contract between the Village of Western Springs and Midwest Computer Products
4. Resolution No. 25 - ____ re Approval and Authorization of a Vendor Contract with Midwest Computer Products for New AV Equipment



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.
- There is a temporary secure storage area for equipment during a multiple-day integration.
- Scheduling all necessary employees for system training.

Assumptions – if these prove false a Change Order will be required

- There is sufficient accessibility and space in ceiling area for infrastructure support hardware.
- Any owner furnished equipment shall be available to display and test system audio/video connections and will integrate with the purchased equipment and system(s).
- Any owner-furnished equipment shall be in good working order. Cost to repair or replace defective equipment shall be in addition to the proposed cost herein.
- This proposal, if applicable, is based upon the re-utilization of existing cabling and/or equipment, which is assumed to be in proper operating condition. In the event that it is determined that the existing cabling and/or equipment is not in proper operating condition, MCP will submit a proposal for the additional costs to furnish and install new cabling and/or equipment where required.
- 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.
- In developing a comprehensive proposal for equipment and integration services MCP's Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the Site Survey form are incorrect or have changed for your particular project or project site, please let your Sales Representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.
- 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

In order to accomplish the outlined goals of this project, the Client will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by MCP according to the agreed upon schedule. The costs associated with these modifications are not included in this proposal. The Client is responsible for informing MCP of any delays / changes which may impact the assumptions outlined above.

Implementation Standards

MCP will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

Project Management: MCP shall coordinate:

- Developing a project schedule (with Client and MCP milestones).
- 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.

Amendments of Design or Contract:

- Any changes made to the design of the system or the contractual agreements in implementation or functionality will require a "Contract Change Order" form signed by an authorized decision maker for the Client.
- Any price changes that should follow an amendment will be reflected on the final bill unless otherwise stated or agreed upon by MCP and the client.
- It is understood by the Client that any changes made may affect delivery time tables and work schedules.

Knowledge Transfer (Training)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- 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.

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

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.
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- Completion of final punch list items.

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- Installing structural systems for audiovisual equipment.
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System Pricing	
<u>Display System</u>	N/A
<u>Audio System</u>	N/A
<u>Control System/Programming</u> Crestron system with RMC4 control process Kramer4K Presentation switcher/scaler Brightsign Digital Signage player Blonder Agile Modulator	\$ 5,644.00
<u>Connectivity/Infrastructure</u> Cabling and hardware needed for installation	\$ 572 .00
<u>Engineering/Installation/Integration/Project Management Commissioning</u>	\$ 10,554.00
<u>Subtotal</u>	\$ 16,770.00
<u>Freight</u>	\$ 200.00
<u>Sales Tax</u>	N/A
<u>Grand Total</u>	\$ 16,970 .00

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.

**VENDOR CONTRACT FOR
GOODS, SUPPLIES AND SERVICES
(Contractor: Midwest Computer Products, Inc.)**

This Vendor Contract for Goods, Supplies and Services ("Contract") is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and Midwest Computer Products, Inc. (the "Vendor"), and is dated as of _____, 2025. The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

IN CONSIDERATION of the mutual promises, performance of certain obligations and payment of financial consideration by the Parties, as set forth below and in the attachments to this Contract, the Vendor agrees to provide the goods and supplies and/or perform the services, collectively defined as "Work" below, and the Village agrees to pay for the Work as set forth in this Contract.

1. **Contract.** This Contract shall incorporate and include the following exhibits:
 - a. Vendor's Proposals(the "Invoice/Purchase Order/Agreement"), which describe the certain goods, supplies and services to be performed, provided, delivered, supplied and/or installed by the Vendor (the "Work") for the benefit of the Village, which are dated March 1, 2025 and March 11, 2025, and a true and correct copy of said Invoice/Purchase Order/Agreement is attached hereto as **Group Exhibit "A"**; and
 - b. Rider to Contract (General Provisions), which is attached hereto as **Exhibit "B"** and which contains certain "General Provisions" that constitute additional terms and conditions applicable to this Contract and to the Parties.
2. **Incorporation of Exhibits; Priority of Documents.** The Exhibits attached to this Contract are incorporated herein and made a part of this Contract. Where there is a conflict or inconsistency between the language in this Contract and any Exhibit, the language of this Contract shall supersede and control, but only to the extent that the language in this Contract is more restrictive in that it provides the Village with greater protections and/or benefits. Where there is a conflict or inconsistency between the language in **Group Exhibit "A"** (Invoice/Purchase Order/Agreement/Agreement) and **Exhibit "B"** (Rider to Contract - General Conditions), the language of **Exhibit "B"** (Rider to Contract - General Conditions) shall supersede and control, but only to the extent that the language therein is more restrictive in that it provides the Village with greater protections and/or benefits.
3. **Provision of the Goods, Supplies, Equipment and/or Services.** The Vendor agrees to perform, provide, deliver, supply and/or install all of the goods, supplies and/or services as set forth in the Vendor's Invoice/Purchase Order/Agreement attached hereto as **Group Exhibit "A"**.
4. **Payment to Vendor.** Provided that the Vendor performs in accordance with the terms and provisions of this Contract, the Village agrees to pay the Vendor for the goods, supplies and/or services at the stated prices and pursuant to the payment schedule (if any) set forth in the Vendor's Invoice/Purchase Order/Agreement attached hereto as **Group Exhibit "A"** or as set forth below in this Section 4; however, the financial payments and any penalties associated with late payments due under this Contract shall be paid by the Village only in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).

- a. The following **Alternate Payment Schedule** has been agreed to by the Parties: **NOT APPLICABLE.**

- i. _____ % payment of the Total Contract Price payable to the Vendor at the time of execution of this Contract or the date of the Notice to Proceed;
- ii. _____ % payment of the Total Contract Price payable to the Vendor upon written proof from the Vendor and Village verification of completion of 50% of the Work;
- iii. _____ % payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 75% of the Work; and
- iv. _____ % payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 90% of the Work; and
- v. 10% of the Total Contract Price held by the Village as retention and payable to the Vendor upon written proof from the Vendor and Village verification of completion 100% completion of the Work. Depending on the type of Work, partial and final lien waivers may be required by the Village in order to release payments.

5. **Notice to Proceed With the Work.** The Vendor shall commence the Work under this Contract only upon issuance of written Notice to Proceed from the Village delivered to the Vendor and shall complete the Work within **thirty (30) calendar days** from the date of the Notice to Proceed or as otherwise stated in the Vendor's Invoice/Purchase Order/Agreement. (the "Completion Date").

- a. The Vendor shall diligently and continuously work on the Work until the completion of the Work or upon the termination of this Contract, but in no event later than the Completion Date. The Parties may mutually agree in writing to modify the Completion Date. Delays caused by the Village shall extend the Completion Date in equal proportion to the delay caused by the Village. In the event that the Vendor performs any Work and incurs any expenses in furtherance of the Work prior to receiving a written notice to proceed from the Village in regard to the Work or any phase of the Work, the Work performed and the expenses incurred are at the Vendor's sole risk, and such Work and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the Village. The actual, documented Work performed prior to the issuance of the Village notice to proceed shall be paid by the Village as part of the "not to exceed" Fee provided by this Contract.
- b. **Suspension of Work.** The Village, at any time and for any reason, may suspend work on any or all Work by issuing a written work suspension notice to the Vendor. The Vendor must stop the performance of all Work within the scope of the suspension notice until the Village directs the Vendor in writing to resume performance of the Work.
- c. **Phasing of Scope of Work.** The Vendor shall not commence performance of the Work on the initial phase or any subsequent phase of the Scope of Work, unless it first receives a written Notice to Proceed from the Village Representative. In the event that the Village decides not to proceed with the Work or any subsequent phase of the Work for any reason, this Contract shall terminate upon written notice to the Vendor issued by the Village advising of the termination of this Contract. In such case, the Village shall be liable to the Vendor only for payment of all actual, completed, documented Work, based on a prorated value of the contract price or the actual

amount of quantities of deliverables or completed work if the contract pricing is based on unit pricing, through the date of termination. The Vendor agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of this Contract by the Village based on the Village's decision not to proceed with the Work or any phase of the Scope of Work. The Vendor understands and agrees that funds for payment of each Phase of the Work and the Work related thereto are subject to the availability of an annual or periodic appropriations for this purpose by the appropriate federal or State agencies as part of the _____ **N/A** Program [INSERT FUNDING SOURCE(S)] or the Village. In the event of non-receipt of funds marked for appropriation for this Work from the appropriate State agencies or non-appropriation of funds by the Village for the work and Work to be provided under this Contract, the Village will either not authorize the Vendor to commence the next Phase of the Work or, if a Phase has been commenced, this Contract shall be terminated, without termination charge or responsibility for or obligation to the Vendor or for damages or other liability beyond the payment of all actual, completed work and Work that conform to the approved plans through the date of termination. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this Contract beyond the date of termination. For the purposes of this Contract, the phases for the Work are set forth in **Group Exhibit "A"**, _____ **N/A** [INSERT PROJECT PHASING DOCUMENT].

- d. Reporting; Delivery Date of Final Report. The Vendor shall regularly, and no less than bi-weekly, provide both written and verbal reports to the Village Manager to the Village and to any other Village staff or officials upon request regarding the progress of the Work. The Village Manager can require more frequent reporting by the Vendor at any time. Upon final completion of the Work, the Vendor shall deliver a final written report addressed to the Village and with copies delivered to the Village Manager that confirms the completion of the Work (the "Final Report"). The Final Report shall be completed and delivered to the Village on or before the Completion Date.
 - e. Electronic Reporting. In addition to providing the Village with paper copies of all reports, data or results and the Final Report, the Vendor (and the Primary Representative) shall, to the extent possible, submit documentation regarding the Work to the Village electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for all Parties.
 - f. Final Acceptance. The Work, or, if the Work are to be performed in separate phases, each phase of the Work, shall be considered complete on the date of final written acceptance by the Village Manager of the Work or each phase of the Work, as the case may be, which acceptance shall not be unreasonably withheld or delayed.
6. **Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**

7. **Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

VILLAGE OF WESTERN SPRINGS

By: _____
Name: _____
Village President or Manager

Date: _____, 2025.

ATTEST:

By: _____
Name: _____
Village Clerk

Date: _____, 2025.

VENDOR: Midwest Computer Products, Inc.

By: _____
Name: _____
Authorized Corporate Officer

Date: _____, 2025.

NOTARY PUBLIC

By: _____

Date: _____, 2025.

SEAL / STAMP

Group Exhibit "A"

**Vendor's Invoice, Purchase Order or Agreement
dated March 1, 2025 and March 11, 2025**

(attached)

Exhibit "B"

**Rider to
Vendor Contract for Goods, Supplies and Services
(General Provisions)**

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities and its performance of this Contract.
4. **Bonds.** If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate upon completion of the Work, but shall be reduced to ten percent (10%) of the Contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village. All performance and material bonds provided by Contractor under the terms of this Contract shall include such provisions as will guarantee the faithful performance of the contractor's obligations under this Section and under all applicable Federal, State and local laws concerning prevailing wage rates, including the Illinois Prevailing Wage Act, 820 ILCS 130/. The Contractor and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act and the Davis Bacon Wage Act throughout the duration of the Contract.
5. **Payment and Liens.** If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the Work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total Contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This

statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

6. **Successors/Assigns.** This Contract shall enure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the Parties hereto. This Contract and the obligations it imposes upon the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.
7. **Severability.** In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.
8. **Entire Agreement.** This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.
9. **Litigation, Venue and Governing Law.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, 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.
10. **Applicable Laws and Regulations.** The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this

Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

- a. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in this Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
 - b. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
 - c. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
 - d. The Vendor complies with the Illinois Drug Free Work Place Act.
 - e. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
 - f. The Vendor complies with the Americans with Disabilities Act.
 - g. The Vendor states that any Work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
 - h. The Vendor also agrees to require any subcontractor doing Work under this Contract to agree to adhere to the requirements of this Section 10.
11. **Waiver.** The waiver of one Party of any breach of this Contract or the failure of one Party to enforce any provision hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
12. **Time.** Time is of the essence with the performance of the Work covered by this Contract; however, the Vendor shall perform the Work in accordance with the terms and provisions set forth in the attached **Exhibit "A"**.
13. **Guaranties, Warranties and Representations.** The Vendor warrants and represents as follows:
- a. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
 - b. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
 - c. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
 - d. It is authorized to sell and install the goods, supplies, equipment and/or services.

- e. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- f. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- g. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- h. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.

14. Insurance.

- a. **Insurance – Village.** The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract.
- b. **Insurance – Vendor.** The Vendor, at its own cost, shall provide all of its own insurance coverages as applicable to the Work being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Vendor in writing, but in no case shall such dollar amount of coverages be less than:
 - i. Comprehensive General Liability – \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
 - ii. Umbrella Coverage – \$1,000,000.00
 - iii. Property Damage – \$500,000.00 per occurrence
 - iv. Automobile Coverage - \$1,000,000.00 per occurrence
 - v. Errors and omissions insurance or professional liability: TBD by Village Manager
 - vi. Workers' Compensation – Statutory

[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion]

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit "C"** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of Western Springs and its officers, appointed and elected officials, President and Board of

Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

The Vendor's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Contract. Said insurance shall provide that the insurance provided by the Vendor shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Vendor's insurance. In the event of the cancellation of any insurance policy required herein, or upon the Vendor's failure to procure said insurance, the Village shall have the right to immediately terminate this Contract. The insurance coverage of the Vendor shall be primary to the Village's own insurance. The Vendor and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Contract. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 14 shall survive the termination of this Contract.

15. **Indemnification.** To the fullest extent permitted by Illinois law, the Vendor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract, but only to the extent caused by the negligent act, misconduct or omission of the Vendor or anyone or entity directly or indirectly employed by the Vendor for whose acts Vendor may be liable.

Waiver and Assumption of Liability. The Vendor assumes all liability for personal injuries or illness of any kind or death that might occur to itself while acting under this Contract. The Vendor assumes all liability and responsibility for its personal property while performing any Work under this Contract. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 15 shall survive the termination of this Contract.

No Personal Liability. No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other Party fail to perform its obligations hereunder. The written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in **Exhibit "A"** shall be valid or enforceable.

17. **Notice.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this Contract at the addresses set forth below or at such other addresses as may be designated by the Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Vendor:

President/Authorized Corporate Officer
Current Business Address

18. **Independent Contractor.** The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due

as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (A) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (B) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

19. **Inspections By Village.** During the term of this Contract, the Village, or its designee, shall have the right at any time and from time to time to enter upon the Project site for the purpose of conducting such inspections in order to confirm that the Work is being performed in accordance with the terms of the Contract. In the event that the Village, or its designee, discovers a noncompliance matter or a defect or deficiency in the construction of the, the Project, the Village, or its designee, shall notify the Contractor thereof in writing within five (5) calendar days. Any such inspection by the Village, or its designee, shall not be construed as a representation by the Village, or its designee, that there has been compliance with the Contract Documents, this Contract or that the Project will be or are free of faulty materials or workmanship, or as a waiver of any right that the Village, or its designee, or any other party may have against the Construction, its agents or any subcontractors or any other party for failure to comply with the Contract Documents or the provisions of this Contract.
20. **FOIA Compliance.** Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract. The Contractor acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10).
21. **Open Book Project; Audit.** The Project will be an "open book" project, and the Village and the general contractor (or contractors, if more than one) will ensure access by the Village

Superintendent, or their designee, upon request for the purpose of reviewing and auditing the Contractor's or its subcontractors' respective books and records relating to the Project.

Exhibit "C"

Certificates of Insurance

(attached)

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, **President or Authorized Corporate Officer of Midwest Computer Products, Inc.**, is personally known to me to be the same person whose name is subscribed to the foregoing Contract, and that she/he appeared before me this day in person and severally acknowledged that she/he signed and delivered the said Contract pursuant to authority given for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2025.

Commission expires _____, ____.

Notary Public

RESOLUTION NO. 25-_____

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: May 12, 2025.

OTHER: 2/3 Vote Required.

A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING AND APPROVING THE EXECUTION OF A VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES WITH MIDWEST COMPUTER PRODUCTS, INC., BASED ON THE PROPOSALS DATED MARCH 1, 2025 AND MARCH 11, 2025, FOR THE PURCHASE AND INSTALLATION OF NEW AV AND CATV EQUIPMENT FOR THE ALL PURPOSE ROOM AND LOWER LEVEL IN THE WESTERN SPRINGS VILLAGE HALL (CONTRACT PRICE: \$34,915.00).

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") desire to enter into a Vendor Contract for Goods, Supplies and Services (the "Contract") with Midwest Computer Products, Inc. of West Chicago, Illinois (the "Vendor") for the purpose of performing, providing, delivering, supplying and/or installing certain AV equipment and CATV equipment within the All Purpose Room and Lower Level in the Western Springs Village Hall (the "Work") for the benefit of the Village, as set forth in the Contract, which is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, based on a set of Village-prepared specifications for the replacement of certain select, very specialized AV equipment and CATV equipment in the All Purpose Room and Lower Level, the Vendor was the only company able to provide a complete and responsive proposal to install the AV and CATV upgrades. The Village's AV and CATV equipment specifications require that the replacement equipment had to be compatible with the existing AV and CATV equipment that would be retained and used by the Village, and the Vendor previously completed the AV and CATV equipment upgrades in the Board Room of Village Hall that would need to be compatible with the instant upgrades; and

WHEREAS, the Work is subject to the terms and conditions set forth in the Contract as well as the terms set forth in the Vendor's Proposals (the "Proposals"), which are dated March 1, 2025 and March 11, 2025, and the terms set forth in the Rider to Contract (General Provisions). The Proposals are attached to the Contract as its Group Exhibit "A" and the Rider to Contract is attached to the Contract as its Exhibit "B"; and

WHEREAS, the Vendor desires to enter into the Contract and agrees to perform the Work set forth in the attached Contract in exchange for payment of \$34,915.00. If the Village requests additional services beyond the agreed upon scope of work described as the "Work" in the Contract, then those extra services shall be charged at the hourly rates or charges set forth in the Schedule of Rates and Charges in the Contract or shall be mutually agreed to in writing by the Village and the Vendor, and approved as an addendum to the Contract. The Village anticipates that it will be reimbursed the full amount of the cost of the Work from the WCCA (West Central Cable Agency) Grant Program; and

WHEREAS, at an open, public meeting held on April 24, 2025, the General Government Committee (the "Committee") reviewed the terms of the Contract and the Proposals and received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve the Contract; and

WHEREAS, at open public meetings held on April 28, 2025 and May 12, 2025, the President and Board of Trustees of the Village of Western Springs reviewed and discussed the Contract and the Proposals, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input. At its May 12, 2025 meeting, the President and Board of Trustees accepted the Committee's recommendation to approve and enter into the Contract; and

WHEREAS, pursuant to Section 1-13-6 (Purchases and Purchasing Agent) of the Village of Western Springs Municipal Code ("Village Code"), all purchase orders or contracts for supplies, materials, equipment or contractual services involving the expenditure of more than \$10,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the Trustees elected; and

WHEREAS, pursuant to Section 1-13-7 (Public Improvements) of the Village Code, all contracts for the construction of any work or other public improvements involving the expenditure of more than \$10,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the Trustees then holding office; and

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

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

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

SECTION 2: Approval and Execution of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Contract, in substantially the form attached hereto as **Exhibit "1"**, authorize and direct the Village President and Village Clerk of the Village of Western Springs, or their designees, to execute the final version of the Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Contract.

SECTION 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village's financial obligations under the Contract, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under the attached Contract.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village direct the Village Clerk's Office to forward a certified copy of this Resolution and a fully executed copy of the Contract to the Vendor for record retention purposes.

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Village Board Meeting thereof held on the 12th day of May, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "1"

**VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES
WITH MIDWEST COMPUTER PRODUCTS, INC.
FOR THE PURCHASE AND INSTALLATION OF NEW AV AND CATV EQUIPMENT
FOR THE ALL PURPOSE ROOM AND LOWER LEVEL IN THE WESTERN SPRINGS VILLAGE HALL**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BIDDING PROCESS
AND AUTHORIZING AND APPROVING THE EXECUTION OF A VENDOR CONTRACT
FOR GOODS, SUPPLIES AND SERVICES WITH MIDWEST COMPUTER PRODUCTS, INC.,
BASED ON THE PROPOSALS DATED MARCH 1, 2025 AND MARCH 11, 2025,
FOR THE PURCHASE AND INSTALLATION OF NEW AV AND CATV EQUIPMENT
FOR THE ALL PURPOSE ROOM AND LOWER LEVEL IN THE WESTERN SPRINGS VILLAGE HALL
(CONTRACT PRICE: \$34,915.00)**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 12th day of May, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 12th day of May, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 12th day of May, 2025.

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 7.A.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: TIF Incentive Rebate Payment to Hawthorn 45, LLC

Recommendation

The Finance Committee reviewed this item at their meeting on May 7, 2025, and recommended the approval of the June 1, 2025 TIF incentive rebate payment to Hawthorn 45, LLC (Foxford) for the increment received from the 1st installment of the 2024 Levy year in the amount of \$166,938.40.

Summary

In accordance with resolution number 20-2557, the Village has prepared the *ninth* disbursement and transfer of tax increment financing (TIF) funds to Hawthorn 45, LLC, formerly known as Foxford Station, LLC. The amount to be distributed was calculated by applying 70% to the TIF collections, of the 2024 Tax Levy, received from the first installment of property taxes, from tax code (21278).

Based on the County's report, through the first installment of property taxes, tax code 21278 generated \$238,483.42. To-date, all funds have been collected and the allocation of 70% to Hawthorn 45, LLC is calculated at \$166,938.40.

A second disbursement will be requested later in the year for the difference between the full increment received for the 2024 levy year and this disbursement.

Per Resolution number 20-2557, the maximum TIF Incentive Rebate amount is \$2,200,000. To-date, including this disbursement, \$1,197,209.39 has been disbursed.

The Finance Committee reviewed this item at their meeting on May 7, 2025.

Financial Impact

Account	5201390-59990
Fund	TIF District - South
2025 Budget	\$303,550.00
Project Cost	\$166,938.40

Recommended Motion

I move to approve the first distribution for the 2024 Levy Year per the Economic Incentive Agreement to Hawthorn 45, LLC in the amount of \$166,938.40.

Strategic Plan Alignment

Economic Development

File Attachments

1. Resolution No. 25-____ re 2025 TIF Reimbursement Payment Thru 6.1.2025 (Foxford Station LLC - Hawthorn 45 LLC) - BOT Appr. 5.19.2025(2051107.1) (002)
2. TIF South - Partial 2025 Annual Report as of 04.30.2025

DRAFT 5.6.2025

RESOLUTION NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: May 19, 2025.

RESOLUTION AUTHORIZING THE APPROVAL OF THE JUNE 1, 2025 TIF INCENTIVE REBATE PAYMENT TO HAWTHORN 45, LLC AND THE TRANSFER OF TIF FUNDS INTO THE DOWNTOWN SOUTH TIF INCENTIVE FUND FOR THE BENEFIT OF THE WESTERN SPRINGS DOWNTOWN SOUTH TIF DISTRICT.

WHEREAS, in 2015, Foxford Station, LLC (“Foxford” or “Developer”), the owner and developer of the real property located at 4441 to 4453 Wolf Road and 4450 Johnson Avenue (the “Property”), received zoning and development approvals from the Village to construct and operate a commercial/residential mixed-use development at the Property (the “Project” or “Development”). The Project is referred to as “Foxford Station”; and

WHEREAS, with the passage of Resolution No. 17-2883 on April 10, 2017, pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the “TIF Act”), the Village of Western Springs (“Village”) and the Developer entered into a TIF-related economic incentive agreement entitled “REDEVELOPMENT AGREEMENT FOR THE FOXFORD STATION DEVELOPMENT COMPRISING A PART OF THE DOWNTOWN SOUTH TAX INCREMENT FINANCING DISTRICT OF THE VILLAGE OF WESTERN SPRINGS, ILLINOIS” (the “TIF Incentive Agreement”), which provides that Foxford will receive an amount not to exceed Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00) (the “Maximum TIF Incentive Rebate Amount”) upon completion of the Project, including certain “Public and Required Improvements” (as defined in the TIF Incentive Agreement), in accordance with the Village-approved Final Project Plans and the Village’s Project-related Ordinances, and submission to and approval by the Village of one or more reimbursement requests for reimbursement of TIF-eligible expenses incurred by Foxford relative to the Project (the “TIF Eligible Redevelopment Costs for Foxford Station Project”). The Western Springs Downtown South TIF District is a “pay-as-you-go” funded TIF District, so the payment of “Foxford Incremental Property Taxes” (as defined in the TIF Incentive Agreement) to the Developer in order to reimburse that portion of the Maximum TIF Incentive Rebate Amount authorized for payment by the Village will occur twice per year, over a number of years, as such TIF funds are available; and

WHEREAS, with the passage of Resolution No. 20-2557 on July 13, 2020, the Village approved “REQUEST NO. 1 FOR REIMBURSEMENT OF VILLAGE OF WESTERN SPRINGS DOWNTOWN SOUTH TIF FUNDS FOR TIF ELIGIBLE REDEVELOPMENT COSTS INCURRED AS PART OF FOXFORD STATION PROJECT” filed by the Developer, which sought payment of Western Springs Downtown South TIF Funds in an amount equal to the Maximum TIF Incentive Rebate Amount for completion of the Project’s Public and Required Improvements (“Reimbursement Request No. 1”); and

WHEREAS, now that the Village has approved Reimbursement Request No. 1, the Village is required to calculate the amount of Foxford Incremental Property Taxes that are on hand and available to pay the Developer a TIF Incentive Rebate payment each June 1st and December 1st per a 70%/30% allocation formula contained in the TIF Incentive Agreement; and

WHEREAS, the Village has approved and paid prior TIF Incentive Rebate Payments to the Developer and the Village as follows: (1) June 1, 2020 TIF Incentive Rebate Payment per Resolution No. 20-2570 dated September 28, 2020 (Developer payment: \$8,416.63; Village payment: \$3,607.13); (2)

December 1, 2020 TIF Incentive Rebate Payment per Resolution No. 21-2600 dated February 22, 2021 (Developer payment: \$11,021.46; Village payment: \$4,723.48); (3) December 1, 2021 TIF Incentive Rebate Payment per Resolution No. 21-2648 dated December 20, 2021 (Developer payment: \$74,188.19; Village payment: \$31,794.94); (4) December 1, 2021 TIF Incentive Supplemental Payment per Resolution No. 22-2662 dated February 28, 2022 (Developer payment: \$48,113.07; Village payment: \$20,619.89); (5) December 1, 2022 TIF Incentive Supplemental Payment per Resolution No. 23-2722 dated March 20, 2023 (Developer payment: \$273,538.46; Village payment: \$117,230.77); (6) December 1, 2023 TIF Incentive Supplemental Payment per Resolution No. 24-2782 dated February 26, 2024 (Developer payment: \$311,470.46; Village payment: \$133,487.36); (7) June 1, 2024 TIF Incentive Supplemental Payment per Resolution No. 24-2849 dated October 28, 2024 (Developer payment: \$158,227.49; Village payment: \$67,811.78); and (8) December 1, 2024 TIF Incentive Supplemental Payment per Resolution No. 24-2858 dated December 16, 2024 (Developer payment: \$145,295.23; Village payment: \$62,269.39); and

WHEREAS, under Resolution No. 21-2648 dated December 20, 2021, the Village approved the “ASSIGNMENT OF DEVELOPMENT AGREEMENT AND IRREVOCABLE DIRECTION TO PAY AMOUNTS DUE UNDER THE REDEVELOPMENT NOTE” dated October 1, 2021, under which Hawthorn 45, LLC accepted and agreed to the assignment and assumption of all liabilities and obligations under the TIF Incentive Agreement; and

WHEREAS, Director of Finance John Mastandona has prepared a Financial Report dated April 30, 2025 relative to the TIF District and the June 1, 2025 TIF Incentive Rebate Payment payable to the Developer (the “Partial 2025 Full Year Financial Report”) that includes a summary of the following items:

- Non-Foxford Incremental Property Taxes received through June 1st each year and through December 1st each year, and then a per year total and an aggregate amount received to date;
- Foxford Incremental Property Taxes received through June 1st each year and through December 1st each year, and then a per year total and an aggregate amount received to date;
- Downtown South TIF Incentive Fund balance (contains both Non-Foxford Incremental Property Taxes and a portion of the Foxford Incremental Property Taxes based on the 70%/30% split);
- Foxford TIF Incentive Fund balance (the Foxford Incremental Property Taxes based on the 70%/30% split);
- Reserve Funds (Village discretion to withhold portions of the Foxford Incremental Property Taxes to maintain an adequate fund balance to pay for any financial, audit, or governmental regulatory obligations and fees);
- Each TIF Incentive Rebate Payment made to the Developer as of each June 1st and as of each December 1st, based on available funds on hand as of those dates; and
- The balance of the initial Funding Cap (\$2,200,000.00), as reduced by each TIF Incentive Rebate payment paid to the Developer.

A copy of the Partial 2025 Full Year Financial Report is attached to this Resolution as **Exhibit “A”** and made a part hereof; and

WHEREAS, at a public meeting held on May 7, 2025, the Village Finance Committee reviewed the Partial 2025 Full Year Financial Report, which recommended the following: (1) the June 1, 2025 TIF Incentive Rebate Payment payable to the Developer (amount: \$166,938.40) upon approval of this Resolution; (2) the amount of TIF Funds to be transferred into the Reserve Fund (amount: \$0.00); (3) the amount of TIF Funds to be transferred into the Downtown South TIF Incentive Fund (\$71,545.03) upon

approval of this Resolution; and (4) the amount of TIF Funds to be paid to the Village as reimbursement for its incurred costs in forming the TIF District (\$0.00). After discussion and receiving input from the Village staff and providing an opportunity for public input at its May 7, 2025 meeting, the Finance Committee agreed with and adopted the recommendation set forth in the Partial 2025 Full Year Financial Report; and

WHEREAS, at public meetings conducted on May 12, 2025 and May 19, 2025, the President and Board of Trustees of the Village reviewed and discussed the Partial 2025 Full Year Financial Report and its recommendations for the payment and transfer of TIF Funds, including the June 1, 2025 TIF Incentive Rebate Payment payable to the Developer, the inter-fund transfers and reimbursement payment to the Village, and the Finance Committee's recommendation, and received input from the Village staff and provided an opportunity for public input. At the May 19, 2025 public meeting, the President and Board of Trustees of the Village accepted the Committee's recommendation to approve the Partial 2025 Full Year Financial Report and its recommendations for the payment and transfer of TIF Funds, including the June 1, 2025 TIF Incentive Rebate Payment payable to the Developer, the inter-fund transfers and the reimbursement payment to the Village; and

WHEREAS, the President and Board of Trustees of the Village are authorized to approve the Partial 2025 Full Year Financial Report and its recommendations for the payment and transfer of TIF Funds, including the June 1, 2025 TIF Incentive Rebate Payment payable to the Developer, the inter-fund transfers and the reimbursement payment to the Village, pursuant to the applicable provisions of the TIF Act, the TIF Incentive Agreement, the Cash Bond Agreement, the Illinois Municipal Code (65 ILCS 5), Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220). The President and Board of Trustees of the Village find that it is in the best interests of the Village and its residents, property owners, local businesses and the public to approve this Resolution.

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

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

SECTION 2. Approval of TIF Economic Incentive Payment and Transfer of TIF Funds. The President and Board of Trustees of the Village of Western Springs approve the Partial 2025 Full Year Financial Report (**Exhibit "A"**) and its recommended payments and inter-fund transfers consisting of: (1) the June 1, 2025 TIF Incentive Rebate Payment payable to the Developer (amount: \$166,938.40) upon approval of this Resolution; (2) the amount of TIF Funds to be transferred into the Reserve Fund (amount: \$0.00); (3) the amount of TIF Funds to be transferred into the Downtown South TIF Incentive Fund (\$71,545.03) upon approval of this Resolution; and (4) the amount of TIF Funds to be paid to the Village as reimbursement for its incurred costs in forming the TIF District (\$0.00).

SECTION 3. Execution and Delivery of Documents; Approval of Necessary Actions. The President and Board of Trustees of the Village of Western Springs authorize and direct the President and Village Clerk, or their designees, to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under this Resolution. The Village Clerk, or their designee, shall transmit a certified copy of this Resolution to Hawthorn 45, LLC for its record retention purposes. The President and Board of Trustees of the Village of Western Springs further authorize and direct the Village

Manager, the Village Engineer and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under this Resolution.

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

PASSED by 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 May 19, 2025, and approved by me as Village President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Date: May 19, 2025.

Exhibit "A"

**Partial 2025 Full Year Financial Report Dated April 30, 2025
Prepared by Director of Finance John Mastandona
Relative to the June 1, 2025 TIF Incentive Rebate Payment
Payable to Hawthorn 45, LLC**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**RESOLUTION AUTHORIZING THE APPROVAL OF THE
JUNE 1, 2025 TIF INCENTIVE REBATE PAYMENT TO HAWTHORN 45, LLC AND
THE TRANSFER OF TIF FUNDS INTO THE DOWNTOWN SOUTH TIF INCENTIVE FUND FOR
THE BENEFIT OF THE WESTERN SPRINGS DOWNTOWN SOUTH TIF DISTRICT**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 19th day of May, 2025, at which Meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 19th day of May, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this ____ day of May, 2025.

Edward Tymick, Village Clerk

SEAL

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

DOWNTOWN TIF SOUTH

4/30/2025

April 30, 2025

(UNAUDITED)

REVENUES

Property Taxes	411,823.04
Investment Income	0.00
Total Revenue	411,823.04

EXPENDITURES

Professional Services	6,825.54
Developer Reimbursements	166,938.40 *
Total Expenditures	173,763.94

NET CHANGE IN FUND BALANCE 238,059.10

FUND BALANCE, JANUARY 1 (78,296.85)

FUND BALANCE, DECEMBER 31 159,762.25

BALANCE SHEET

DOWNTOWN TIF SOUTH

April 30, 2025

(UNAUDITED)

ASSETS

Cash	956,743.47
Receivable	0.00
Total Assets	956,743.47

LIABILITIES

Accounts Payable - Due to Water Fund	600,188.13
Accounts Payable - Developer Reimbursement	166,938.40 *
Accounts Payable - Retainage	29,854.69
Total Liabilities	796,981.22

TOTAL FUND BALANCE 159,762.25



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 7.B.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: Expressing Official Intent Regarding Certain Capital Expenditures to be Reimbursed from Proceeds of One or More Obligations to be Issued by the Village of Western Springs

Recommendation

The Finance Committee reviewed this item at their meeting on May 7, 2025, and recommended the approval of the resolution expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued.

Summary

The referendum placed on the April 1, 2025, ballot succeeded, allowing the Village to issue \$45 million in bonds to invest in its infrastructure. Staff have been continuously working on the timelines of design, construction, and funding schedule of high-priority projects. The Village is cognizant of utilizing the approved funds effectively and efficiently. As part of that process, it is imperative that the Village issues debt strategically to minimize interest costs and have funding available when needed. Costs to design projects will be needed in the near term, although construction may be months in the future.

Passing a resolution expressing official intent allows the Village to reimburse itself with the proceeds of future bond obligations for the costs it incurs now for certain capital projects, including the costs of project design. This would allow the Village to save on interest costs by not issuing any debt until a larger amount is needed to fund construction of infrastructure projects.

The Finance Committee reviewed this item at their meeting on May 7, 2025.

Financial Impact

Account TBD

Fund TBD

2025 Budget \$0

The Approved 2025 Budget did not include any revenues or expenditures related to the 2025 Referendum. Budget amendments will be needed before any costs are incurred for specific infrastructure projects.

Recommended Motion

I move to approve the resolution expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Village of Western Springs - 2025 reimbursement resolution 4925-3382-5076 v24 (002)

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, held at the Village Hall, 740 Hillgrove Avenue, in said Village, at 7:00 p.m., on the 19th day of May, 2025.

* * *

The meeting was called to order by the President, and upon the roll being called, Heidi Rudolph, the President, and the following Trustees were physically present at said location:

The following Trustees were allowed by a majority of the members of the President and Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that the Village has determined to finance the costs of capital projects in and for the Village, specifically constructing, repairing and maintaining the Village’s infrastructure, for which it reasonably expects to reimburse itself for the expenditures related thereto with the proceeds of one or more obligations and that the President and the Board of Trustees would consider the adoption of a resolution expressing the Village’s official intent with regard to such expenditures.

Whereupon Trustee _____ presented and the Village Clerk read by title a resolution as follows, copies of which were provided to each Trustee prior to said meeting and everyone in attendance at said meeting who requested a copy:

RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the Village of Western Springs, Cook County, Illinois.

* * *

WHEREAS, the President and the Board of Trustees (the “*Board*”) of the Village of Western Springs, Cook County, Illinois (the “*Village*”), has determined that it is necessary and in the best interests of the Village to finance costs of constructing, repairing and maintaining the Village’s infrastructure (the “*Project*”); and

WHEREAS, all or a portion of the expenditures relating to the Project (the “*Expenditures*”) (i) have been paid within the 60 days prior to the passage of this Resolution or (ii) will be paid on or after the passage of this Resolution; and

WHEREAS, the Village reasonably expects to reimburse itself for the Expenditures with the proceeds of one or more obligations:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the President and the Board of Trustees of the Village of Western Springs, Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and do incorporate them into this Resolution by this reference.

Section 2. Intent to Reimburse. The Village reasonably expects to reimburse the Expenditures with proceeds of one or more obligations.

Section 3. Maximum Amount. The maximum aggregate principal amount of the obligations expected to be issued for the Project is \$45,000,000.

Section 4. Separate Action Required to Pursue Project and Expend Funds. This Resolution does not and shall not be construed to obligate the Village in any manner to pursue any identified Project or expend any funds for the completion of any identified Project, and the Board

shall retain full discretion to approve such Project and any expenditure of funds relating thereto, and such approval shall be by separate action of the Board.

Section 5. Ratification. All actions of the officers, agents and employees of the Village that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

ADOPTED by the Board on May 19, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED on May 19, 2025.

President, Village of Western Springs, Cook
County, Illinois

RECORDED in the Village Records on May 19, 2025.

Attest:

Village Clerk, Village of Western Springs,
Cook County, Illinois

Trustee _____ moved and Trustee _____
seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the President directed that the roll be called for a vote upon
the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: _____

The following Trustees voted NAY: _____

Whereupon the President declared the motion carried and said resolution adopted,
approved and signed the same in open meeting and directed the Village Clerk to record the same
in the records of the President and the Board of Trustees of the Village of Western Springs, Cook
County, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Western Springs, Cook County, Illinois (the "*Village*"), and as such official I am the keeper of the records and files of the Village and of the President and Board of Trustees of the Village (the "*Board*").

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 19th day of May, 2025, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the Village of Western Springs, Cook County, Illinois.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were taken openly; that the vote on the adoption of said resolution was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board on a day other than a Saturday, Sunday or holiday on which governmental entities in the State of Illinois are closed and at least 96 hours in advance of the holding of said meeting; that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting; that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended; and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village,
this 19th day of May, 2025.

[SEAL]

Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 8.A.

To: Board of Trustees

From: Kelsey Fawell, Senior Planner, 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, Jeff Koza, Director of Engineering Services

RE: [Previously Discussed] PC 2025-01 – Lyons Township High School (LTHS) District 204, 4900 Willow Springs Road, Amendment to Conditional Use Permit to Permit the Construction, Operation and Maintenance of an Outdoor Video Scoreboard and Softball Field (Omnibus Item)

Recommendation

The Plan Commission reviewed this item at their meeting on April 16, 2025 and recommended approval with conditions of the amendment to the Conditional Use Permit. The Planning and Zoning Committee reviewed this item at their meeting on April 24, 2025, and recommended the approval with conditions. The Village Board discussed this item on April 28, 2025, and directed staff and the Village Attorney to finalize the ordinance for consideration.

Summary

Request

Lyons Township High School (LTHS) District 204 (the “Applicant”) has submitted an application requesting an amendment to their existing conditional use permit (CUP) to relocate their existing softball field with accessory structures (bleachers, dugout, lighting, hardscape, etc.), as well as for the addition of a new video scoreboard for the field at their south campus located at 4900 Willow Springs Road (Figure 1). No changes are proposed to any of the existing buildings. The property is zoned R-2 Single-Family Residence District. Schools are permitted as a conditional use per Section 10-6-3-B of the Development Control Ordinance (DCO).



Figure 1: The Subject Property is located south of the intersection of Wolf Rd. and 47th St.

LTHS has an existing CUP that has been previously amended numerous times. In 2022, the CUP was granted an amendment in accordance with Ordinance No. 22-3069 (Attachment 2) to allow the construction of a video display board for the football stadium. This scoreboard is approximately 17 ft. high by 25ft. wide, mounted 10 ft. off the ground, for an overall height of 27 ft. The Applicant's current request includes a video display board for a relocated softball field. Most recently, the CUP was amended in 2024 in accordance with Ordinance No. 24-3192 to allow for the following site improvements: cafeteria addition, hardscape modifications to accommodate the addition, underground stormwater facility, new loading dock, building renovations, two new ticket booths for the football stadium, and an additional cooling tower.

The current request by the Applicant to amend their existing CUP includes the following site improvements (Attachment 1):

1. A new softball field located just south of the existing tennis courts. The site of the proposed field is currently an open grass field used by various school district groups and community groups, and physical education classes. The existing softball field will be converted into an open grass field to allow for similar use.
2. Bleachers able to accommodate 206 seats with five accessible seats.
3. Masonry dugouts
4. Press box.

5. Field lighting.
6. LED video scoreboard with truss 20.19 ft. high by 25 ft. wide, mounted at 7 ft. for an overall height of 27.19 ft.
7. Accessory hardscape (e.g., walking paths).

On April 16, 2025, the Plan Commission reviewed the application and heard public comments related to the application. Three residents provided comment on the application. These comments related to noise concerns and screening of existing on-site facilities (batting cages). After hearing public comment and a presentation from the Applicant, the Plan Commission recommended approval of the application with the following conditions:

1. The scoreboard shall be a maximum of 17 ft. high by 25 ft. wide.
2. The scoreboard and A/V system shall only be utilized for high school sanctioned softball games.
3. The scoreboard and A/V system shall comply with Section 5-2 of the Village Code.
4. The scoreboard and sound system shall be turned off no later than 30 minutes after the conclusion of a regularly scheduled school-sanctioned event.
5. No advertising or other messaging on the scoreboard display is allowed, except for when the scoreboard is being utilized for a softball game.
6. If the batting cages near Rugeley Rd and Courtland Circle are to remain, landscaping screening with a minimum mature plant height of eight feet must be provided along the west edge of the south portion of the property.
7. The civil engineering plans, lighting/photometrics, geometry, stormwater management, and utilities will be reviewed and approved by the Village Engineer prior to the release of any Village permit.
8. The basin overflow will be relocated to the north edge of the basin which borders 48th Street, in accordance with the Village Engineer's comments.
9. The Applicant must submit revisions or clarify how the proposed design volume control systems interacts with the turf field's underdrain system, per the Village's Engineer's comments, which must be reviewed and approved by the Village Engineer prior to the release of any Village permit.

The Applicant has submitted revised plans indicating compliance with #1 above. On April 24, 2025, the Planning and Zoning Committee reviewed the application. No members of the public provided public comment. The Planning and Zoning Committee recommended approval to advance the application to the Village Board for discussion on Monday, April 28, 2025. The Village Board discussed this item on April 28, 2025, asking questions about the timeline of construction, potential noise impacts, and relocation of existing facilities. Following discussion, the Village Board directed staff and the Village Attorney to finalize the ordinance for consideration. Attachment 1 contains the ordinance for consideration.

Attachment

-
1. Ordinance - An Ordinance Approving An Amendment To The Conditional Use Permit to Permit The Construction, Operation And Maintenance Of An Outdoor Video Scoreboard And Softball Field At The 4900 Willow Springs Road Property (LTHS South Campus).

Financial Impact

None.

Recommended Motion

I move to approve the Conditional Use Permit Amendment for Lyons Township High School District 204 under the items contained in the omnibus.

Strategic Plan Alignment

Economic Development

File Attachments

1. Draft Ordinance

ORDINANCE NO. 25-_____
VOTE:_____
AYES:_____
NAYS:_____
ABSENT:_____
ABSTAIN:_____
DATE: May 12, 2025
OTHER: Published in Pamphlet Form.

AN ORDINANCE APPROVING AN AMENDMENT TO THE CONDITIONAL USE PERMIT TO PERMIT THE CONSTRUCTION, OPERATION AND MAINTENANCE OF AN OUTDOOR VIDEO SCOREBOARD AND SOFTBALL FIELD AT THE 4900 WILLOW SPRINGS ROAD PROPERTY (LTHS SOUTH CAMPUS).

WHEREAS, Lyons Township High School District 204 (the “Applicant” or “Property Owner”) is the owner of the 4900 Willow Springs Road property, commonly referred to as the “LTHS South Campus” (the “Property”); and

WHEREAS, the Applicant has submitted its Application and supporting documents to petition for approval of all necessary zoning relief in accordance with the applicable provisions of the Village of Western Springs Municipal Code and the Development Control Ordinance (“DCO”) in order to construct, operate and maintain an outdoor video scoreboard, softball field, and accessory hardscape modifications at the Property (the “Project”). The requested zoning relief is set forth in the Application and consists of: (1) approval of an amendment to the Conditional Use Permit to complete the Project (collectively “Zoning Relief”). The Application and its supporting documents are on file with the Community Development Department and are incorporated by reference into this Ordinance as **Group Exhibit “A”** and made a part hereof; and

WHEREAS, the Property is legally described as follows:

- PARCEL 1: LOTS 73 THROUGH 96 INCLUSIVE TOGETHER WITH THE VACATED STREET EAST AND ADJACENT TO SAID LOTS 73 THROUGH 96 AND THE 33 FOOT VACATED STREET SOUTH AND ADJACENT TO SAID LOT 73 AND SQUARED OUT, IN BLOCK 2 IN R.W. SWEET’S ADDITION TO FAIRVIEW, A SUBDIVISION OF PART IN THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

- PARCEL 2: THE NORTH ½ OF THE EAST ½ OF THE EAST ½ OF THE SOUTH ½ OF THE NORTH ½ OF THE WEST ½ OF THE NORTHWEST ¼ (EXCEPT THE 33 FEET OF THE WEST 33 FEET AND EXCEPT THE NORTH 18 FEET OF THE EAST 460.50 FEET OF THE WEST 493.50 FEET) OF SECTION 8 TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

- PARCEL 3: THE SOUTH ½ OF THE EAST ½ OF THE SOUTH ½ OF THE NORTH ½ OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OR THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

- PARCEL 4: THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ (EXCEPT THE NORTH 33 FEET OF THE EAST 840.61 FEET FOR 48TH STREET AND EXCEPT THE EAST 33 FEET FOR WILLOW SPRINGS ROAD) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS
- PARCEL 5: THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ (EXCEPT 47TH STREET AND EXCEPT THE EAST 890.61 FEET THEREOF) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS
- PARCEL 6: THE NORTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS
- PARCEL 7: THE NORTH $\frac{1}{3}$ OF THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
- PARCEL 8: THE NORTH $\frac{1}{4}$ OF THE SOUTH $\frac{2}{3}$ (EXCEPT THE EAST 460.52 FEET OF THE SOUTH $\frac{1}{2}$) OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS
- PARCEL 9: THE EAST 460 FEET OF THE NORTH $\frac{1}{7}$ OF THE SOUTH $\frac{7}{12}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
- P.I.N.s: 18-08-102-030-0000, 18-08-103-009-0000, 18-08-103-010-0000, 18-08-104-003-0000, 18-08-104-004-0000, 18-08-106-002-0000, 18-08-106-004-0000, 18-08-106-006-0000 and 18-08-106-007-0000

; and

WHEREAS, the Application and information supporting the Requested Zoning Relief, a description of the proposed improvements to be constructed as part of the Project, development plans and materials, that are a part of the Application, copies of which are on file with the Community Development Department and are incorporated herein by reference as part of **Group Exhibit "A"**; and

WHEREAS, pursuant to notice published and posted as required by applicable State law and the applicable provisions of the Western Springs Municipal Code, on April 16, 2025, the Western Springs Plan Commission conducted a public hearing to consider the Zoning Relief requested in the Application (the "Public Hearing"). The Western Springs Plan Commission considered and accepted into the public record written and oral testimony, including documents

that were marked as exhibits for identification purposes, which were submitted and/or presented by the Applicant and the Applicant's representatives, the Interested Parties, and the Village Director of Community Development and the Village's Senior Planner during the Public Hearing. All of the written and oral testimony, exhibits and a transcript of the Public Hearing were incorporated in and made a part of a recommendation approved and issued by the Western Springs Plan Commission at the conclusion of the Public Hearing. At the April 16, 2025 Public Hearing, the Western Springs Plan Commission passed a motion approving Recommendation No. 25-01, which recommended approval of the Zoning Relief needed for the Applicant to construct the Project, including the amendment of the Conditional Use Permit, subject to certain conditions related to the Project (See, Section V (Conditions) of Report and Recommendation No. 25-01). A copy of Recommendation No. 25-01 is on file with the Village Clerk's Office and is incorporated into this Ordinance by reference as **Exhibit "B"**; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village" or "Village Board"), at public meetings held on **April 28, 2025 and May 12, 2025** generally discussed the Applicant's request for zoning approval and its pending Application, and the findings, recommendations and conditions set forth in Recommendation No. 25-01 and provided an opportunity for public input on the matter at each of those meetings. At the **May 12, 2025** public meeting, the Village Board considered the findings, recommendations and conditions of the Plan Commission as set forth in Recommendation No. 25-01 and, with the passage of this Ordinance, the Village Board accepted, adopted and approved the findings, recommendations and conditions set forth in Recommendation No. 25-01, subject to the approvals and conditions of this Ordinance; and

WHEREAS, in accordance with the authority granted by applicable statutory municipal zoning authority set forth in the Illinois Municipal Code (65 ILCS 5/11-13) and the applicable provisions of Title 10 (Development Control Ordinance) of the Western Springs Municipal Code, the President and Board of Trustees approve the zoning relief, as requested by the Applicant relative to the amendment of the Conditional Use Permit for the construction, operation and maintenance of the Project, subject to the conditions contained in Section 3 (Conditions of Approval) of this Ordinance.

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

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

SECTION 2. Approval of Zoning Relief. The President and Board of Trustees of the Village of Western Springs find just cause to grant the following additional zoning relief and development approvals relative to the Property, subject to the conditions set forth in Section 4 below:

- A. Approval and issuance of an amendment to the Conditional Use Permit for the construction, operation and maintenance of an outdoor video scoreboard, softball

field, and accessory hardscape modifications at the 4900 Willow Springs Road Property (LTHS South Campus), in accordance with the Application and subject to the zoning and plan review recommendations and requirements of the Village Code Officer and the Village Engineer.

SECTION 3. Conditions of Approval. The above zoning relief and development approvals in Section 2 above are SUBJECT TO THE FOLLOWING CONDITIONS:

- A. The scoreboard shall be a maximum of 17' high by 25' wide;
- B. The scoreboard and A/V system shall only be utilized for softball games;
- C. The scoreboard and sound system shall be turned off no later than 30 minutes after the conclusion of a regularly scheduled school-sanctioned event;
- D. No advertising or other messaging on the scoreboard display is allowed, except for when the scoreboard is being utilized for a softball game;
- E. If the batting cages near Rugeley Rd and Courtland Circle are to remain, landscaping screening with a minimum mature plant height of eight feet must be provided along the west edge of the south portion of the property;
- F. The civil engineering plans lighting/photometrics, geometry, storm water management, and utilities be reviewed and approved by the Village Engineer prior to the release of any Village permit.
- G. The Property Owner shall take all commercially reasonable actions in substantial conformance with the documents listed in Group Exhibit "A" to ensure that noise from the A/V system complies with the applicable noise regulations set forth in Section 5-2 (Noise Control) of the Village Code, including the applicable noise regulations adopted by the Illinois Pollution Control Board, in relation to the adjacent properties and other neighboring properties
- H. The basin overflow weir be relocated to the north edge of the basin which borders 48th Street, in accordance with the Village Engineer.
- I. The Applicant must submit revisions or clarify how the proposed design volume control systems interacts with the turf field's underdrain system, which must be reviewed and approved by the Village Engineer prior to the release of any Village permit.

SECTION 4. Severability. The sections, terms, provisions and conditions of this Ordinance shall be severable, and if any section, term, provision or condition is found to be invalid or unenforceable for any reason by a court of competent, final jurisdiction, the remaining sections,

terms, provisions and conditions shall remain in full force and effect.

SECTION 5. Conflicts With Prior Ordinances; This Ordinance Is A Covenant That Runs With The Land. Any ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with the land and shall be released or amended only by mutual agreement of the Applicant and the Village or unless amended by an ordinance approved by the Village Board after the required public hearing.

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

SECTION 7. Filing of Ordinance with Cook County Clerk's Office Recording Division. A certified copy of this Ordinance shall be recorded against title to the Property with the Cook County Clerk's Office Recording Division ("CCCORD") by the Village at the Applicant's cost. The Village shall provide the Applicant with a stamped copy of this Ordinance after it is filed with the CCCORD. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with the land and shall be released or amended only upon the written consent of the Village Board.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the **May 12, 2025**, and approved by me as President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on 12th day of May, 2025.

Edward Tymick, Village Clerk

Group Exhibit “A”

The Application and its supporting documents, including:

- **Application for Development Approval and Zoning Relief prepared by Jim Glascott of WT Group dated January 16, 2025**
- **General Information Application prepared by Lyons Township High School District 204 dated October 16, 2024**
- **Findings of Fact**
- **Application Cover Letter prepared by Brian Stachacz of Lyons Township High School District 204 dated January 29, 2025**
- **Plat of Survey prepared by Emmet Kennedy and Co. revised February 20, 1967**
- **Lyons Township High School District 204 Lyon Township High School South Campus Proposed Softball Field prepared by WT Group and DLA Architects, Ltd. dated January 13, 2025**
- **South Campus Addition and Remodeling Village of Western Springs Zoning Information prepared by DLA, Ltd. Architects dated January 17, 2025**
- **Issued for Bid Lyons Township School District 204 Lyons Township High School South Campus Softball Stadium prepared by DLA, Ltd. Architects dated January 10, 2025**
- **Homewood Flossmoor – Softball Public Address System prepared by PlusOneAV audio, video, lighting**
- **Stormwater Management Report MWRD – Village of Western Springs prepared by James Glascott of WT Group dated January 21, 2025**
- **Lyons Township High School District 204 Lyon Township High School South Campus Proposed Softball Field – Master Site Plan prepared by DLA, Ltd. Architects dated January 24, 2024**

(attached and incorporated into this Ordinance)

Exhibit "B"

Western Springs Plan Commission Recommendation No. 25-01

(On file with the Village Clerk's Office and incorporated into this Ordinance by reference)

**ACKNOWLEDGMENT AND CONSENT TO COMPLY WITH
THE TERMS, CONDITIONS, OBLIGATIONS AND PROVISIONS SET FORTH IN
WESTERN SPRINGS ORDINANCE NO. 25-_____**

I, Brian Stachacz, the authorized agent / official of Lyons Township High School District 204, have read and understand each of the above terms, conditions, obligations and provisions contained in this Ordinance, and I represent that Lyons Township High School District 204 agrees to be bound by the same.

By: Brian Stachacz

Name: Brian Stachacz

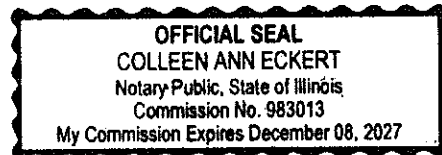
Title: Director of Business Services

Authorized Agent / Official of Lyons Township High School District 204

Date: May 2, 2025.

ATTEST:

By: Colleen A. Eckert
Notary Public



Date: May 2, 2025.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-_____

AN ORDINANCE APPROVING AN AMENDMENT TO THE CONDITIONAL USE PERMIT THE CONSTRUCTION, OPERATION AND MAINTENANCE OF AN OUTDOOR VIDEO SCOREBOARD AND SOFTBALL FIELD AT THE 4900 WILLOW SPRINGS ROAD PROPERTY (LTHS SOUTH CAMPUS).)

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the **12th** day of **May**, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the **12th** day of **May**, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 12th day of May, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 9.A.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: Lead Service Line Replacement Cost Share Reimbursement Policy and Permit Program

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 6, 2025 and recommended the approval of a resolution authorizing the Lead Service Line Replacement (LSLR) Cost Share Program application

Summary

The Illinois Environmental Protection Agency (IEPA) enforces the Lead Service Line Replacement and Notification Act, which was signed into law in August 2021. This law requires all public water systems in Illinois to identify and replace lead service lines to reduce lead exposure in drinking water. To supplement the Village's lead service line replacement program, the Village Board approved \$50,000 in the 2025 budget to establish a cost share program for residents seeking to replace their service line on their own. The program would operate separately from the IEPA project plan and would not utilize any IEPA funding.

On March 4, 2025, staff presented a draft of the Lead Service Line Replacement (LSLR) Cost Share Program to the Public Works & Water Committee. This program, modeled after the Overhead Sanitary Sewer (OSS) Cost Share Program, allows residents to replace a service line and receive a reimbursement of up to \$5,000 towards the replacement. The Village Board reviewed the draft application during March and a pilot program was successfully initiated with two participating residents. The homes each had leaking service lines which were initially thought to be leaking water mains.

The final program, procedure, and rules were presented to the Public Works and Water Committee on May 6, 2025 and will be presented to the Village Board for consideration and approval.

Financial Impact

The FY2025 Budget includes \$50,000 in the Water-Sewer Fund for this lead service line cost-share program

Account 4303510 62020

Fund Water Fund

2025 Budget \$50,000

Project Cost 50% or up to \$5,000 per instance.

Recommended Motion

I move to approve the Lead Service Line Replacement Cost Share Reimbursement Program and application.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. LSLR Application Package
2. Resolution No. 25-_____ re Adoption & Funding of Annual Cost Sharing Reimbursement Policy and Permit Program for Lead Service Lin

Village of Western Springs



Lead Service Line Replacement Cost Share Program

Municipal Services Department
(708) 246-1800 Ext. 200
740 Hillgrove Avenue, Western Springs IL 60558



Village of Western Springs—Municipal Services Department
740 Hillgrove Avenue Western Springs, IL 60558
(708) 246-1800 Ext. 200
www.wsprings.com & LSLRcostshare@wsprings.com.

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Village of Western Springs—Municipal Services Department
740 Hillgrove Avenue Western Springs, IL 60558
(708) 246-1800 Ext. 200
www.wsprings.com & LSLRcostshare@wsprings.com.

Introduction

The Illinois Environmental Protection Agency (IEPA) enforces the Lead Service Line Replacement and Notification Act, which was signed into law in August 2021. This law requires all public water systems in Illinois to identify and replace lead service lines to reduce lead exposure in drinking water. Communities must develop and maintain an inventory of all service lines, categorizing them as lead, galvanized requiring replacement, non-lead, or unknown. The initial inventory was due by April 15, 2023, with annual updates required. Additionally, public water systems submitted a Lead Service Line Replacement Plan (LSLRP) to the IEPA by April 15, 2024, outlining how they will fully replace all lead service lines within a set timeframe.

The law prohibits partial replacements, requiring the entire service line to be replaced to avoid disturbing lead and increasing contamination risks. Public water systems must also notify residents with lead service lines and provide ongoing education about lead exposure risks and the replacement process.

The Village has identified a 15-year replacement schedule to replace approximately 45 lead services annually with the assistance of an IEPA low interest loan. Recognizing the need that some residents may wish to replace their lead service line sooner, the Village Board has authorized a cost share program where residents can replace a service line at their own cost and receive a reimbursement of up to \$5,000 towards the replacement of their service line.



Ineligible Costs

Costs not eligible for reimbursement through the Lead Service Line Cost Share Program include:

- Replacement of flooring, drywall, painting, interior redecoration, paint, replacement/restoration of sidewalks, parkways, curbs, and streets, and/or landscaping.
- Any permits required to perform this work, which will include all applicable permit fees and bonds.
- Architectural fees, engineering or any professional service fees.
- Repairs or replacement of any other utility service line.

The Program is not retroactive and may not be applied to work performed in the past. Please take the time to read through the information in this packet which provides technical and administrative details of the program as well as necessary applications. When sending documentation to the Village, please title the documents as follows:

Homeowner/Applicant's Name—Address of Home—Name of Document—LSLR

Example:

Joe Smith—123 Easy Street—Lead Service Line Replacement Checklist—LSLR

All questions regarding this program should be directed to the Village's Municipal Services Department at 1-708-246-1800 ext. 200.



Pre-Application Information

The outlined, step-by-step process for receiving reimbursement is detailed later in this document. Below are general guidelines and things to consider when taking part in the Lead Service Line Cost Share Program.

The homeowner/applicant must obtain three (3) quotes from licensed Illinois plumbers, for the proposed work.

- For the work to be considered in the Program, the homeowner must award the work to the lowest responsible bidder.
- Attach all three (3) quotes with your completed “Contractor Quote Record”.
- Complete the “Lead Service Line Replacement Cost Share Application”.
- The Village will verify that the homeowner/applicant is in good standing regarding payment of taxes, fees, and other criteria; homeowners will be considered ineligible if:
 - Any unpaid taxes or water bills or other debt is due to the Village.
 - Any unpaid Village liens are on any property owned by the applicant.
 - Any outstanding Code violations exist that the homeowners have been advised of and have not corrected.
 - All outstanding fees associated with the Village, including vehicle stickers, are not paid in full.
 - Property previously received a reimbursement under the Program.
- Once good standing has been verified, the Village will contact the homeowner/applicant, and they may proceed in the process:

Complete and submit a Building Permit Application. An electronic application for the proposed work can be found here: Permits & Licenses <https://wsprings.com/516/Permits-Licenses> or a physical application is available at the Community Development Department. Completed “Building Permit Applications” must be submitted to LSLRCostshare@wsprings.com

The Village will verify the “Building Permit” and any additional documentation required.



Village of Western Springs—Municipal Services Department
740 Hillgrove Avenue Western Springs, IL 60558
(708) 246-1800 Ext. 200
www.wsprings.com & LSLRcostshare@wsprings.com.

Once these documents are reviewed and approved, the homeowner/applicant will be contacted by the Village to commence with the work.

- For reimbursement to be considered, all applications and work must be completed within ninety (90) days of program approval.
 - These ninety (90) days begin upon the issuance of the approved “Building Permit”.

Once the work has been completed, inspected, and approved by the Village, the homeowner/applicant must complete these final steps to receive reimbursement:

- Obtain a drawing of the completed work, typically drawn on a plat of survey.
- Provide proof of payment for the completed work via a cancelled check or a waiver of lien.



Contractor Quote Record

Contractor 1

Name: _____
Illinois Plumbing License or Certification Number: _____
Business Name: _____
Business Address: _____
Business Phone: _____ Cell Phone: _____
Business E-mail Address: _____
Price Quote: _____

Contractor 2

Name: _____
Illinois Plumbing License or Certification Number: _____
Business Name: _____
Business Address: _____
Business Phone: _____ Cell Phone: _____
Business E-mail Address: _____
Price Quote: _____

Contractor 3

Name: _____
Illinois Plumbing License or Certification Number: _____
Business Name: _____
Business Address: _____
Business Phone: _____ Cell Phone: _____
Business E-mail Address: _____
Price Quote: _____



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Application

Note: *to be eligible for this program, the homeowner must be a Village water utility consumer.*

Homeowner/Applicant Name: _____
Project Address: _____
Western Springs, Illinois 60558
Telephone: _____
Email Address: _____

For reimbursement to be considered, all applications and work must be completed within ninety (90) days of permit issuance.

STATEMENT OF DISCLOSURE

I hereby attest that this application and attached documents are true, accurate, and represent only direct cost work associated with this program to the best of my knowledge. Further, I agree the Village has the sole discretion to determine all monies to be reimbursed. Also, I understand that the Village shall have no present or future liability or responsibility for the system installed by this program; malfunctions, maintenance, or other problems that may occur are my sole responsibility. My signature below indicates that I accept these terms.

Homeowner/Applicant's Signature	Printed Name	Date
---------------------------------	--------------	------

For Office Use Only

☐ Complete applications and permits ☐ Village Plumbing Inspector approval

☐ Resident is in good standing Date of approval: Click or tap to enter a date.

Village Representative Signature	Printed Name	Date
----------------------------------	--------------	------



Program Checklist

The Village's goal with this program is to be as transparent and helpful with its residents as possible. Attached is a checklist of steps the applicant must complete to be eligible for this Program. All questions regarding this program should be directed to the Village's Municipal Services Department at 1-708-246-1800 Ext. 200.

Before applying for a Building Permit, the homeowner/applicant must complete the following forms and send them to LSLRcostshare@wsprings.com.

- ☐ Obtain and attach 3 quotes from licensed Illinois plumbers and complete and attach the Contractor Quote Record Sheet:
- ☐ Complete the Lead Service Line Replacement Cost Share Application

Following the receipt of these documents, the Village will verify that the homeowner/applicant is in good standing. Once the Village has emailed a response regarding standing with the Village, the homeowner/applicant must complete the following forms. The Building Permit and Disconnections Checklist Application must be sent to LSLRcostshare@wsprings.com.

- ☐ Complete the Village Building Permit

The Village will verify the permits and reach out to the resident regarding the start of the work. Once the work has been completed, inspected, and approved by the Village, the homeowner/applicant must complete these final steps to receive reimbursement. These final documents must be sent to LSLRcostshare@wsprings.com

- ☐ Obtain a drawing of the completed work from the contractor. It is typically drawn on a plat of survey
- ☐ Provide proof of payment via a cancelled check or waiver of lien

Draft 5.6.2025
RESOLUTION NO. 25-????

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: May 19, 2025.

OTHER: None.

A RESOLUTION APPROVING THE ADOPTION,
IMPLEMENTATION AND FUNDING OF A LEAD
SERVICE LINE REPLACEMENT (LSLR) COST
SHARING REIMBURSEMENT POLICY AND PERMIT
PROGRAM.

WHEREAS, the Village of Western Springs (“Village”) has made significant investments into infrastructural upgrades in order to comply with the Lead Service Line Replacement and Notification Act (the “Act”) (415 ILCS 5/17.12); and

WHEREAS, the Village recognizes that compliance with the Act requires a significant investment from both the Village and local homeowners in order to upgrade water service lines that contain heavy metal lead; and

WHEREAS, to help achieve compliance with the Act within the corporate boundaries of the Village, the President and Board of Trustees of the Village desire to adopt, implement and fund the “Lead Service Line Replacement (“LSLR”) Cost Sharing Reimbursement Policy And Permit Program” (at times referred to as the “Program” or the “Policy”). A copy of the Policy, which details the Program eligibility requirements, is attached hereto as **Exhibit “A”** and made a part hereof. Because of the significant installation costs, the Policy is intended to provide a certain amount of annual financial assistance under a cost sharing program to eligible homeowners, made available on a “first come, first served” basis until the annual allocated Village funds are exhausted, for the installation of a compliant water service line to replace an existing, non-compliant, heavy-metal lead containing water service line; and

WHEREAS, under the Policy, eligible Village homeowners may apply for and receive a one-time reimbursement grant, on a “first come, first served” basis, from an annual allocation of Village funds that are appropriated in the Village’s Annual Budget for the replacement of an existing lead service line. The maximum financial assistance under the Policy is reimbursement of fifty percent (50%) of the actual, documented costs of the installation, repair or replacement of a lead service line, with a maximum cap on such reimbursement not to exceed \$5,000.00; and

WHEREAS, at an open public meeting held on May 6, 2025, the Public Works and Water Committee (the “Committee”) reviewed the Policy and received input from the Village staff as well as provided the opportunity for public input on this matter, and then the Committee voted unanimously to recommend that the Village Board approve the adoption, implementation and funding of the Policy; and

WHEREAS, at open public meetings held on May 12, 2025 and May 19, 2025, the President and Board of Trustees of the Village considered and discussed the recommendation of the Committee regarding the Policy and also received input from the Village staff as well as provided the public an opportunity for input as to the Policy. At its May 19, 2025 meeting, the President and Board of Trustees of the Village accepted the Committee’s recommendation to approve, implement and fund the Policy; and

WHEREAS, pursuant to its statutory powers granted by Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code, including Divisions 139 and 141 of Article 11 (65 ILCS 5/11-139 and 65 ILCS 5/11-141) and 65 ILCS 5/11-110-1, the President and Board of Trustees of the Village of Western Springs have the authority to approve, implement and appropriate funding for the Policy on an annual basis, and further have determined that it is protective of the health, safety and welfare of and is in the best interests of the Village of Western Springs, its residents, property owners, local businesses and the public to approve and implement and appropriate funding for the Policy, subject to annual fiscal and budgetary constraints as decided by the President and Board of Trustees of the Village during the annual budget adoption process.

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

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

SECTION 2: Adoption of Policy. The President and Board of Trustees of the Village of Western Springs approve the Lead Service Line Replacement (LSLR) Cost Sharing Reimbursement Policy And Permit Program, in the form attached hereto as **Exhibit "A"**, and agree to appropriate funding to implement and operate the Policy, on an annual basis as part of the annual budget adoption process, subject to fiscal and budgetary constraints. The initial dollar amount of funding to be appropriated in the Fiscal Year 2025 Annual Budget for expenditure under the Policy is \$50,000.00.

SECTION 3: Authorization of Execution and Expenditure. The President and Board of Trustees of the Village authorize the approval of the Policy, and further authorize and direct the Village President, or their designee, to execute the attached Policy and such other documents as are necessary to fulfill the Village's obligations under the Policy.

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Board Meeting thereof held on the 19th day of May, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

EXHIBIT "A"

**Lead Service Line Replacement (LSLR)
Cost Sharing Reimbursement Policy and Permit Program**

(attached)

LEAD SERVICE LINE REPLACEMENT COST SHARING REIMBURSEMENT POLICY AND PERMIT PROGRAM:

A. Cost Sharing Policy: Subject to the terms and conditions established in this section, a property owner of a single family detached residence who meets the eligibility standards of this section may apply to the Village and receive financial assistance one-time, on a “first come, first served” basis while the annual allocated Village funds have not been exhausted, for the installation, repair or replacement of a Lead Service Line (LSL) in the owner's real property located within the corporate boundaries of the Village of Western Springs, Illinois.

B. Terms And Conditions Of The Policy:

1. Participants must meet the eligibility standards established by this section.
2. Cap on One-Time Financial Assistance Benefit. The maximum reimbursement under this Policy is fifty percent (50%) of the cost of a one-time installation, repair or replacement of a Lead Service Line provided that the total reimbursement shall not exceed \$5,000.00.
3. Only those costs associated with the replacement of a Lead Service Line shall be eligible for reimbursement.
4. Applications for reimbursement shall be processed only if the Village has appropriated and allocated funds for such purpose in the then-current Annual Budget. As part of the annual budget adoption process, provided funds are available and subject to fiscal and budgetary constraints, the Village Board retains sole and exclusive discretion to determine, for each fiscal year, whether to appropriate funding for the Policy and what dollar amount of funding to approve and allocate for expenditure under the Policy.
5. The Policy is a voluntary undertaking of the Village and may be suspended, amended or terminated for any reason at any time by action of the Village Board.
6. The Village property owner is solely responsible for the payment of the installation of the replacement of the Lead Service Line within the owner's property. Because funding is limited and the financial assistance is a “first come, first served” program, applying for reimbursement for a portion of those costs under the Policy does not guarantee the Village property owner will receive any reimbursement payment under the Policy. If the Policy is suspended, terminated or amended at any time, the Village property owner shall have no claim or right of recourse against the Village for reimbursement under the Policy.
7. Once the annual funding appropriation for the Policy is expended, no additional applications will be processed if and until additional funding is authorized and appropriated by the Village Board. Once the annual funding is expended, any completed applications that have been submitted to the Village and that demonstrate compliance with the eligibility requirements set forth below will be processed in the order that they were received by the Village (per the date and time received), provided that the Village Board appropriates additional funding for the Policy.
8. The Policy shall not be construed as an assumption of responsibility for, or legal liability arising from the design, installation, operation, maintenance, repair, or replacement of any lead service line, including without limitation, any damages or injuries arising from the failure or malfunction of the Lead Service Line Replacement.
9. The Policy shall not be construed as a waiver of any statutory or common law defense or immunity the Village may be entitled to raise in response to any action or claim of liability for damage to property or personal injury or illness to person arising from or related to the design, installation, use, operation or maintenance of any private Lead Service Line Replacement, including without limitation, damages or injuries arising from the failure or malfunction of any such Lead Service Line Replacement.

C. Eligibility Standards: No person shall be eligible for reimbursement under this Policy unless all the following conditions are met:

1. The applicant must be the owner(s) of record of a single- family residence located within the corporate boundaries of the Village of Western Springs, Illinois and must occupy the residence as their primary domicile.
2. The applicant must be in good standing with the Village regarding payment of taxes, fees, and other criteria; homeowners will be considered ineligible if:
 - a. Any unpaid taxes or water bills or other debt is due to the Village.
 - b. Any unpaid Village liens are on any property owned by the applicant.
 - c. Any outstanding Code violations exist that the homeowners have been advised of and have not corrected.
 - d. Any and all outstanding fees associated with the Village, including vehicle stickers, are not paid in full.
 - e. Property previously received a reimbursement under the Policy.
3. The reimbursement request must be for the completed replacement of a Lead Service Line within the property.
4. The property owner, or a qualified contractor acting on the owner's behalf, shall procure all necessary permits to install a Lead Service Line Replacement. All work shall comply with all applicable provisions of the Western Springs Municipal Code, including all provisions relative to inspections, contractor bonds and licenses. The property owner, or the owner's contractor, shall be responsible for scheduling all necessary inspections. No reimbursement shall be made for work that does not pass all required inspections.
5. The application for reimbursement shall be submitted with the Village permit application for the replacement of an existing lead service line.
6. The application for reimbursement shall include a waiver form, prepared by the Village Attorney, signed by the owner of record, waiving any and all claims against the Village for damage to property or injuries to persons of any kind arising from the installation, operation, maintenance, replacement or repair of the Lead Service Line Replacement, including without limitation, the failure or malfunction of the Lead Service Line Replacement.
7. No reimbursement shall be made until the work has been completed and has passed the final inspection.
8. No reimbursement shall be made unless the property owner provides the Village with evidence certifying that the property owner has paid the contractor in full for the completed work.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING THE ADOPTION, IMPLEMENTATION
AND FUNDING OF A LEAD SERVICE LINE REPLACEMENT (LSLR)
COST SHARING REIMBURSEMENT POLICY AND PERMIT PROGRAM**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 19th day of May, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 19th day of May, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ____ day of _____, 2025.

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 9.B.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, Chris Breakey, Superintendent of Public Works

RE: 53rd Street & Flagg Creek Watermain Project - Rejection of All Bids

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 6, 2025, and recommended rejecting all bids received for the 53rd Street & Flagg Creek Watermain Project on April 24, 2025, and re-bid the project with contract revisions.

Summary

On April 3, 2025 the Village issued a Request for Bids (RFB) for the 53rd Street and Flagg Creek Watermain Project. On April 24, 2025, the Village received a total of three (3) bids.

This project includes the removal, abandonment, and replacement of an existing 8" water main located within Flagg Creek between Commonwealth Avenue and Fair Elms Avenue, north of the 53rd Street bridge. Due to the location of the main, staff anticipate contractors will encounter bedrock while boring. As such, contractors were asked to quote the project to be all-inclusive of that possibility. This resulted in all contractors quoting for bedrock for a larger percentage of the project than anticipated, increasing the total base bid costs.

After consideration of the bids with the consulting engineer, V3 Companies, it was determined that the Village should reject all bids and re-bid the project with revisions to the contract package to provide revised project details, and a better base cost estimate.

Financial Impact

No financial impacts.

Recommended Motion

I move to approve the rejection of all bids received for the 53rd Street & Flagg Creek Watermain Project on April 24, 2025, and to re-bid the project with contract revisions.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 9.C.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager, Chris Breakey, Superintendent of Public Works

RE: Professional Services Agreement with Robinson Engineering, Ltd. for Construction Oversight and Management of the 2025 Sanitary Sewer Point Repairs

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 6, 2025, and recommended the approval of an agreement for Professional Engineering Services with Robinson Engineering Ltd. for Construction Oversight and Management of the 2025 Sanitary Sewer Point Repairs for an amount not-to-exceed \$36,750.00.

Summary

On December 2, 2024, the Village approved a proposal by Robinson Engineering for the preparation of engineering plans and specifications, project bidding, utility and regulatory agency coordination, and permitting related to the sanitary sewer point repairs in the Springdale and Ridgewood subdivisions. Due to their role in preparing the bid documents and specs, staff recommends Robinson Engineering for the construction oversight and management of the sanitary sewer point repairs. Robinson Engineering previously provided construction oversight and management services for the sanitary sewer point repairs project in 2024.

The Village budgeted \$33,000 for construction oversight and management services for this project and the proposal from Robinson Engineering is not to exceed \$36,750.00.

Financial Impact

Account 4402515 50332

Fund Sewer Fund

2025 Budget \$33,000

Project Cost \$36,750.000

Additional funds are available in the account and a budget amendment is not anticipated.

Recommended Motion

I move to approve a Professional Services Agreement with Robinson Engineering Ltd. for the construction oversight and management for the 2025 Sanitary Sewer Point Repairs for an amount not-to-exceed \$36,750.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Robinson Proposal - Point Repair Construction and Management Oversight

March 12, 2025

To: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Attn: Matthew Supert, Director of Municipal Services

RE: **Proposal for Professional Engineering Services**
2025 Sanitary Sewer Point Repairs Construction Oversight and Management

Dear Mr. Supert:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the 2025 sanitary sewer point repairs to be performed in the Springdale and Ridgewood subdivisions. REL appreciates this opportunity to participate in this project that is important to the Village of Western Springs (Village). We take great pride in partnering with our clients to achieve their goals and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

PROJECT OVERVIEW

The Village intends to have the sanitary sewer mains repaired at ten (10) locations, where current conditions have deteriorated beyond their useful life and sewers are at risk of complete failure. The project occurs within the Springdale and Ridgewood subdivisions and the limits are 39th Street to the North, Harvey Avenue to the East, W. 54th Street to the South and Grand Avenue to the West. REL prepared the design and bidding documents for soliciting bids for these point repairs. In addition, REL was asked to prepare a proposal for construction oversight and management services for this project.

This proposal includes construction oversight and management services so that the point repairs are completed in accordance with the bid specifications, the structural integrity of the system is restored, restoration and punch list items are completed, and pay requests and project close out documents are processed.

SCOPE OF SERVICES

A. Construction Management and Onsite Observation

During construction, REL will provide contract management and construction observation as follows:

- Contract Books and Plan Administration
- Review construction material submittals and resident notices
- Responses to contractor inquiries
- Part-time construction observation during tree removal, saw cutting, punch list and restoration items (approximately 4 hours per day)
- Full-time construction observation during point repairs (approximately 8 hours per repair)
- Assessment of contractor's compliance with project/contract documents
- Progress updates to the Village (weekly)
- Prepare change orders (as necessary)
- Review of contractor payment applications and make recommendations for payment
- Provide construction drawings (as documented) based on completed repairs
- Punch list preparation and project close out

B. Project Management and Meetings

REL will perform project management services for the duration of the project and attend additional meetings with the Village as necessary for the success of the project.

PAYMENT TERMS

For the above scope of services REL will bill on a time and materials basis with a not to exceed amount of \$36,750 as per the attached billing rate schedule.

In the event the not to exceed amount is reached REL will provide an additional proposal detailing the remaining work and costs to complete all items. The \$36,750 threshold will not be exceeded without permission from Western Springs.

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

If the Village is ready to proceed, please execute this proposal by signing the signature block below, as well as initial and date the bottom of the Standards Terms and Conditions page.

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2025 or email me at joe.sullivan@reltd.com with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,
ROBINSON ENGINEERING, LTD.



Joe Sullivan
I&I Manager
(815) 412-2025
joe.sullivan@reltd.com

Accepted this _____ day of _____, 2025.

By: _____

Signature

Printed Name, Title

U:\Sullivan_PROPOSALS\Western Springs\2025 Point Repair Construction Oversight\Western Springs Point Repair Construction Engineering Proposal.docx

Encl.

cc: Christopher Breakey – Village of Western Springs, Superintendent of Public Works
Jeffrey C. Pintar, P.E. – REL, Director of Municipal Services

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL and REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL and REL's independent professional associates or consultants either before or after the termination date.

OPINION OF PROBABLE COSTS – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

REUSE OF PROJECT DOCUMENTS – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project. If applicable, the Client shall ensure that REL and REL's independent professional associates or consultants are named on any contractor's General Liability Policy on a primary and non-contributory basis.

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in

whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

INDEMNIFICATION – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

MUTUAL WAIVER – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

DIGITAL TRANSMISSIONS – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

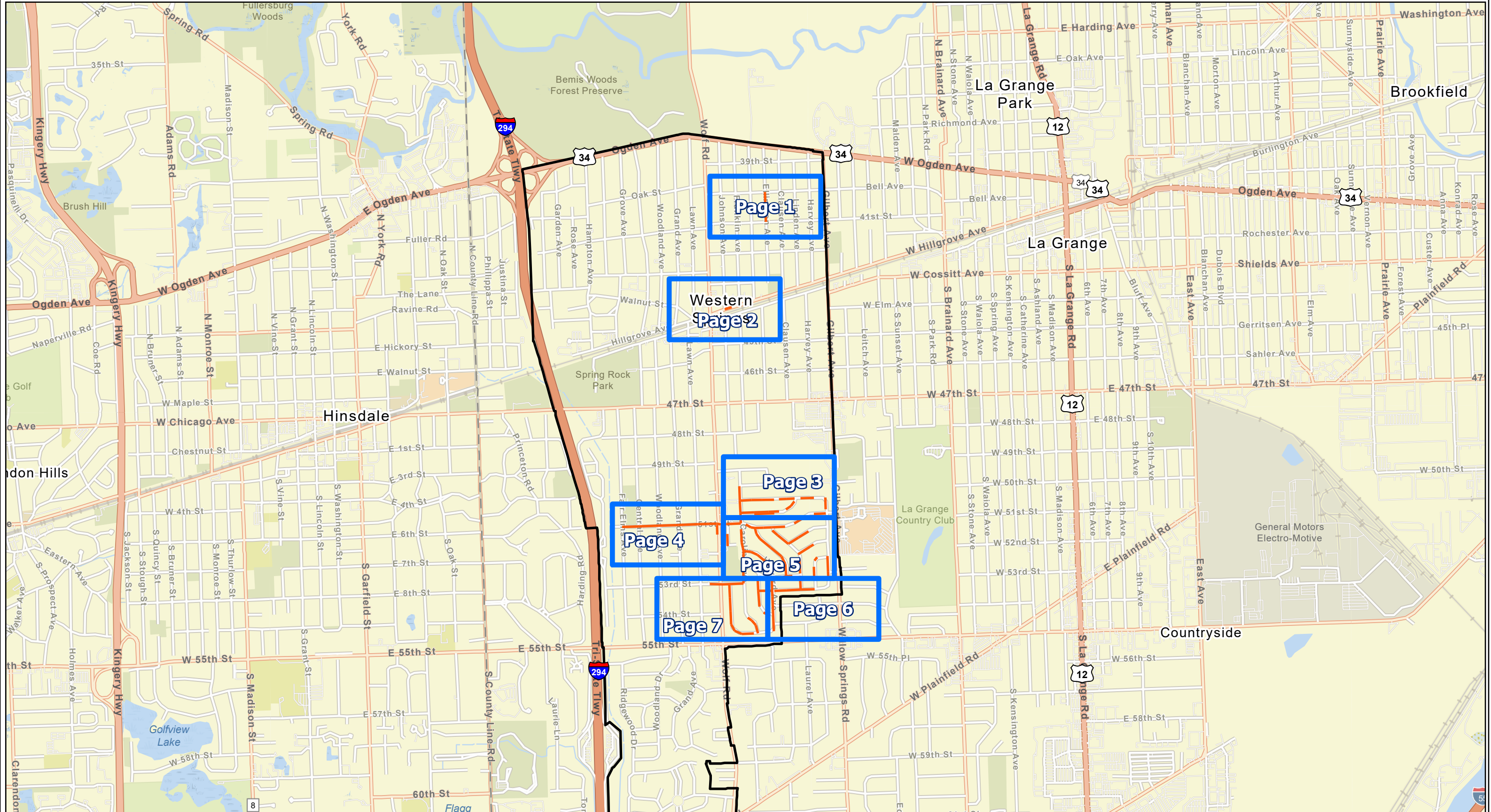
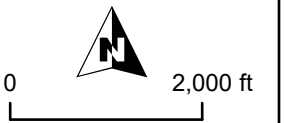
TERMS OF PAYMENT – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: _____ Date: _____



Village of Western Springs

CURED-IN-PLACE PIPELINING 2023



Cured-In-Place Pipelining

Map Index Grid

Village Limits

Point Repair Locations

OVERVIEW MAP

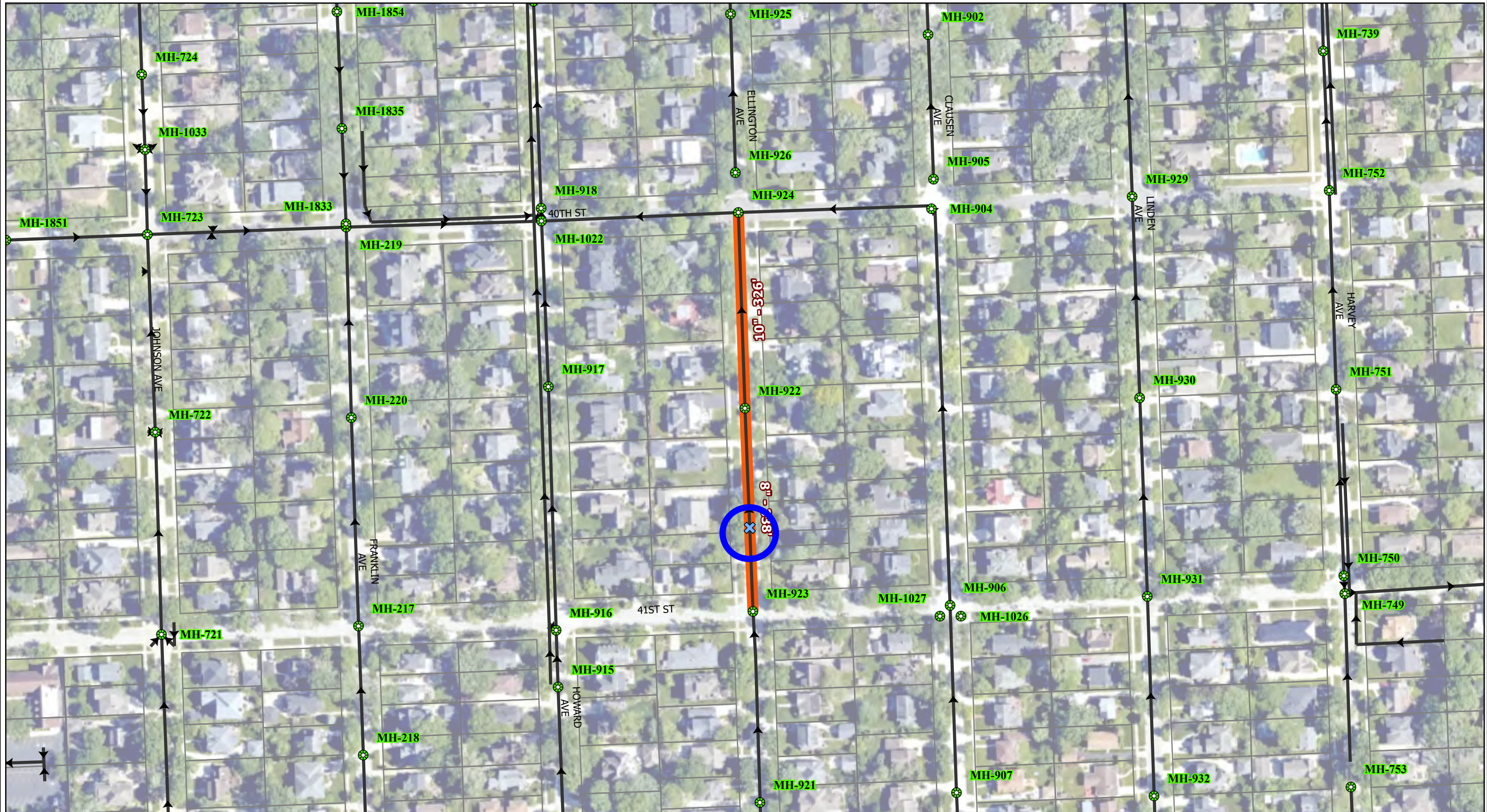
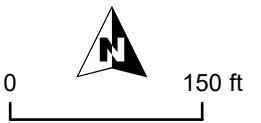
Project 22-R0320
Date: 4/14/2023





Village of Western Springs

CURED-IN-PLACE PIPELINING 2023



Sanitary Sewer Manholes	Cured-In-Place Pipelining	Joints to be Grouted	Lateral T-Liner	State Roads	Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor)	Point Repair Locations
Sanitary Mains	Service Lateral	Lateral Grouting	Sanitary Sewer Point Repairs	County Roads		

Project 22-R0320
Date: 4/21/2023

Page 1 of 7

Robinson Engineering

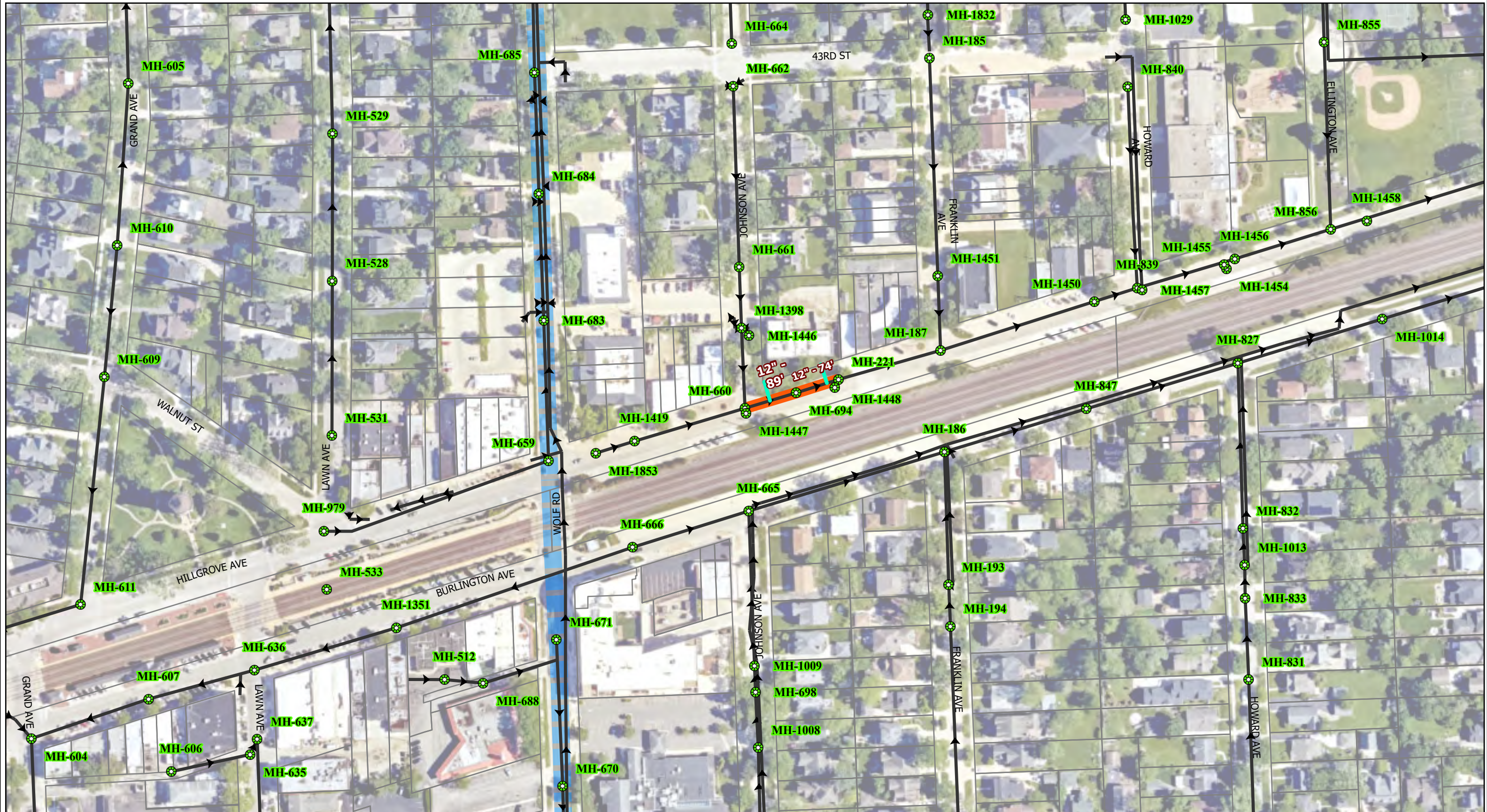
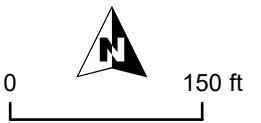
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Village of Western Springs

CURED-IN-PLACE PIPELINING 2023



Sanitary Sewer Manholes	Cured-In-Place Pipelining	Joints to be Grouted	Lateral T-Liner	State Roads	Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor)	Point Repair Locations
Sanitary Mains	Service Lateral	Lateral Grouting	Sanitary Sewer Point Repairs	County Roads		

Project 22-R0320
Date: 4/21/2023

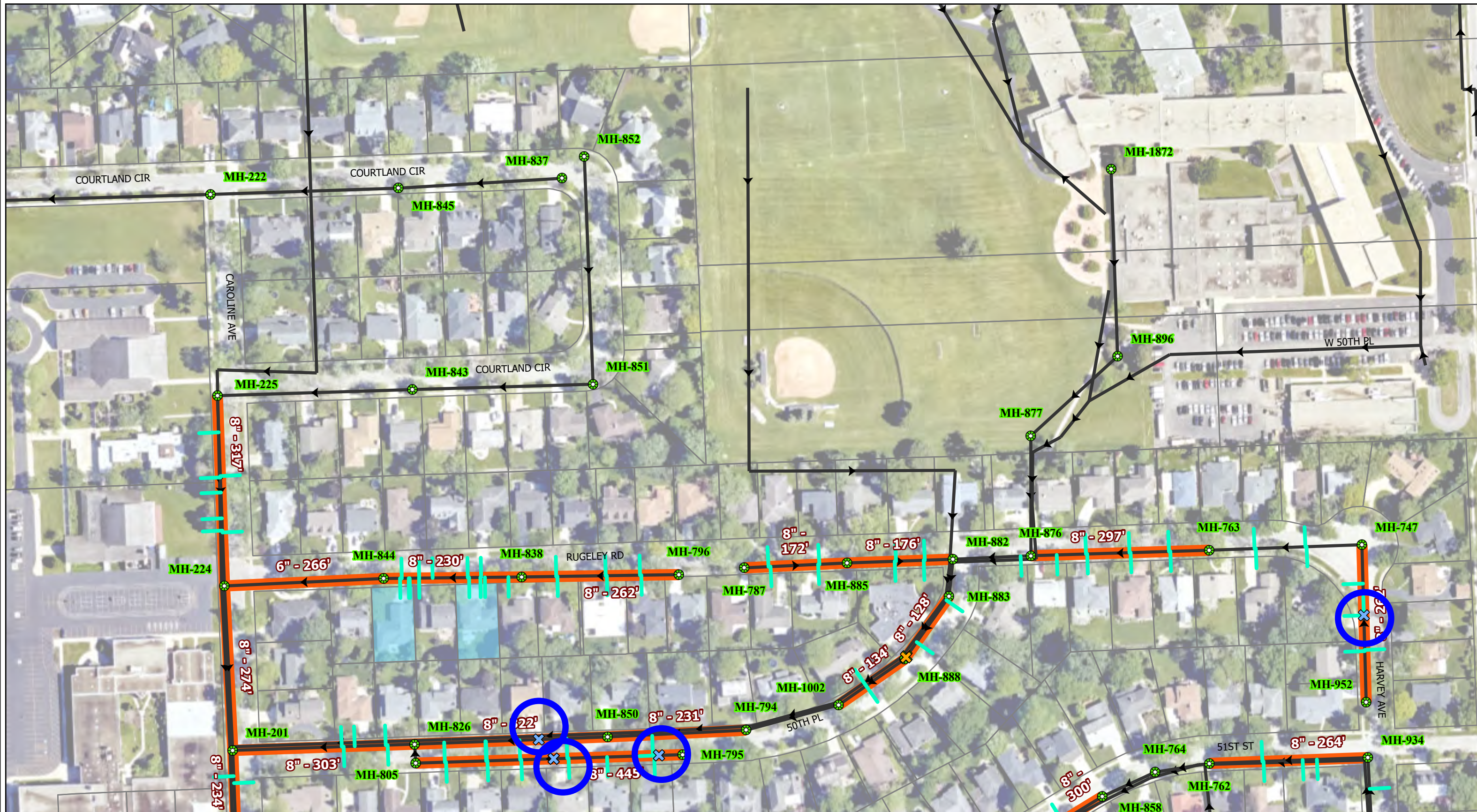
Page 2 of 7

Robinson Engineering



Village of Western Springs

CURED-IN-PLACE PIPELINING 2023



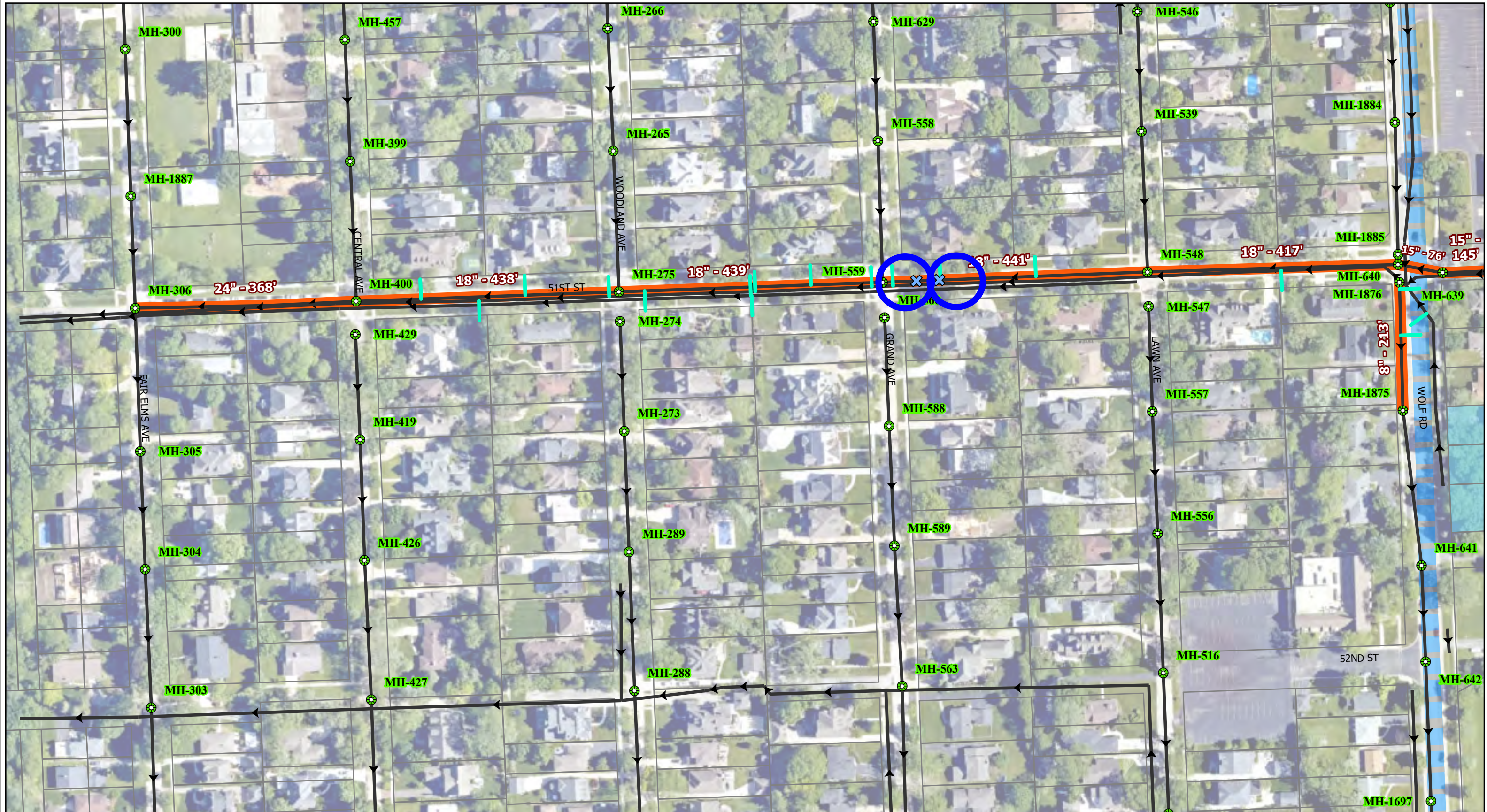
Sanitary Sewer Manholes	Cured-In-Place Pipelining	Joints to be Grouted	Lateral T-Liner	State Roads	Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor)	Point Repair Locations	Page 3 of 7	Project 22-R0320 Date: 4/21/2023	
Sanitary Mains	Service Lateral	Lateral Grouting	Sanitary Sewer Point Repairs	County Roads					

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Village of Western Springs

CURED-IN-PLACE PIPELINING 2023



Sanitary Sewer Manholes	Cured-In-Place Pipelining	Joints to be Grouted	Lateral T-Liner	State Roads	Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor)	Point Repair Locations
Sanitary Mains	Service Lateral	Lateral Grouting	Sanitary Sewer Point Repairs	County Roads		

Project 22-R0320
Date: 4/21/2023

Page 4 of 7

Robinson Engineering

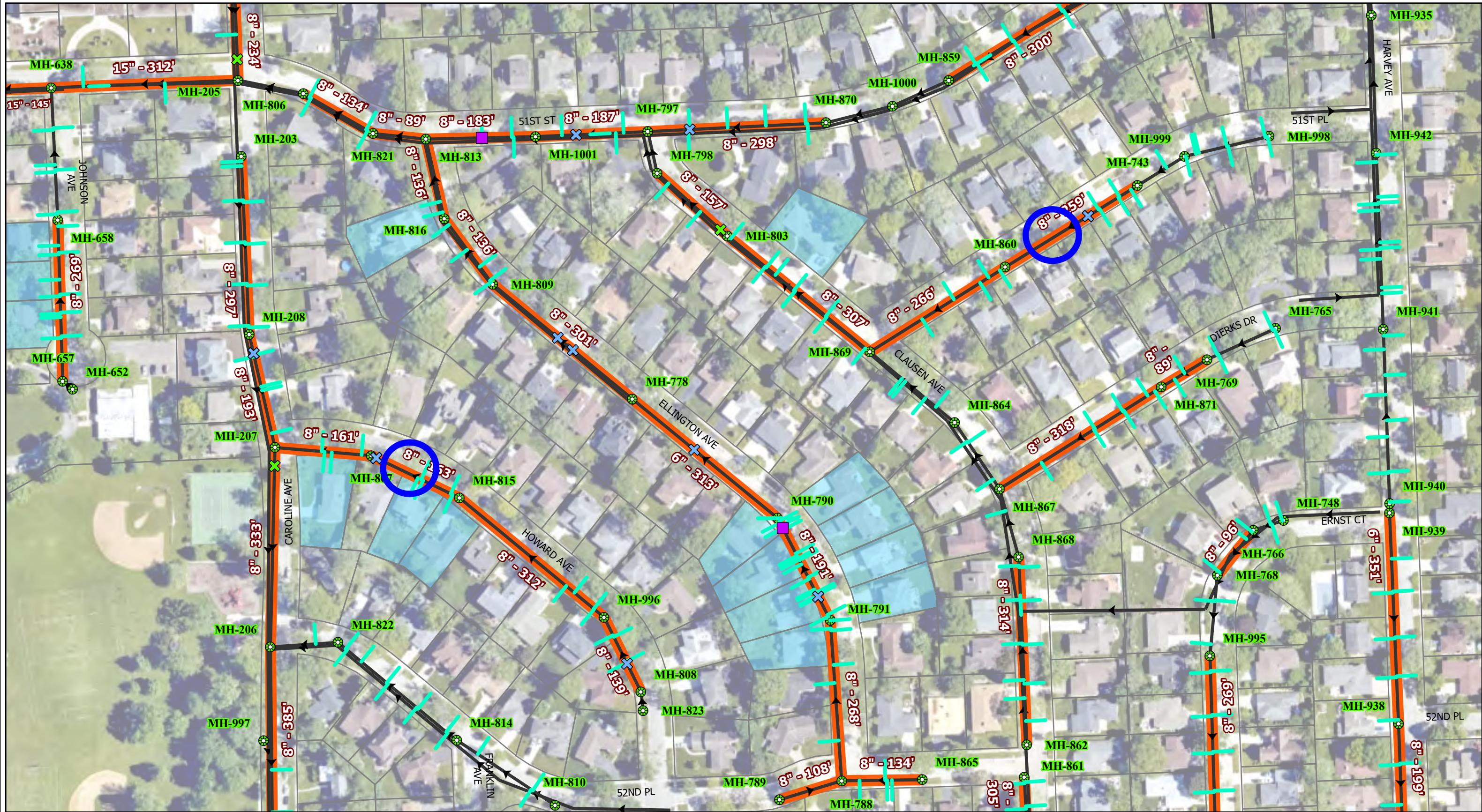
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Village of Western Springs

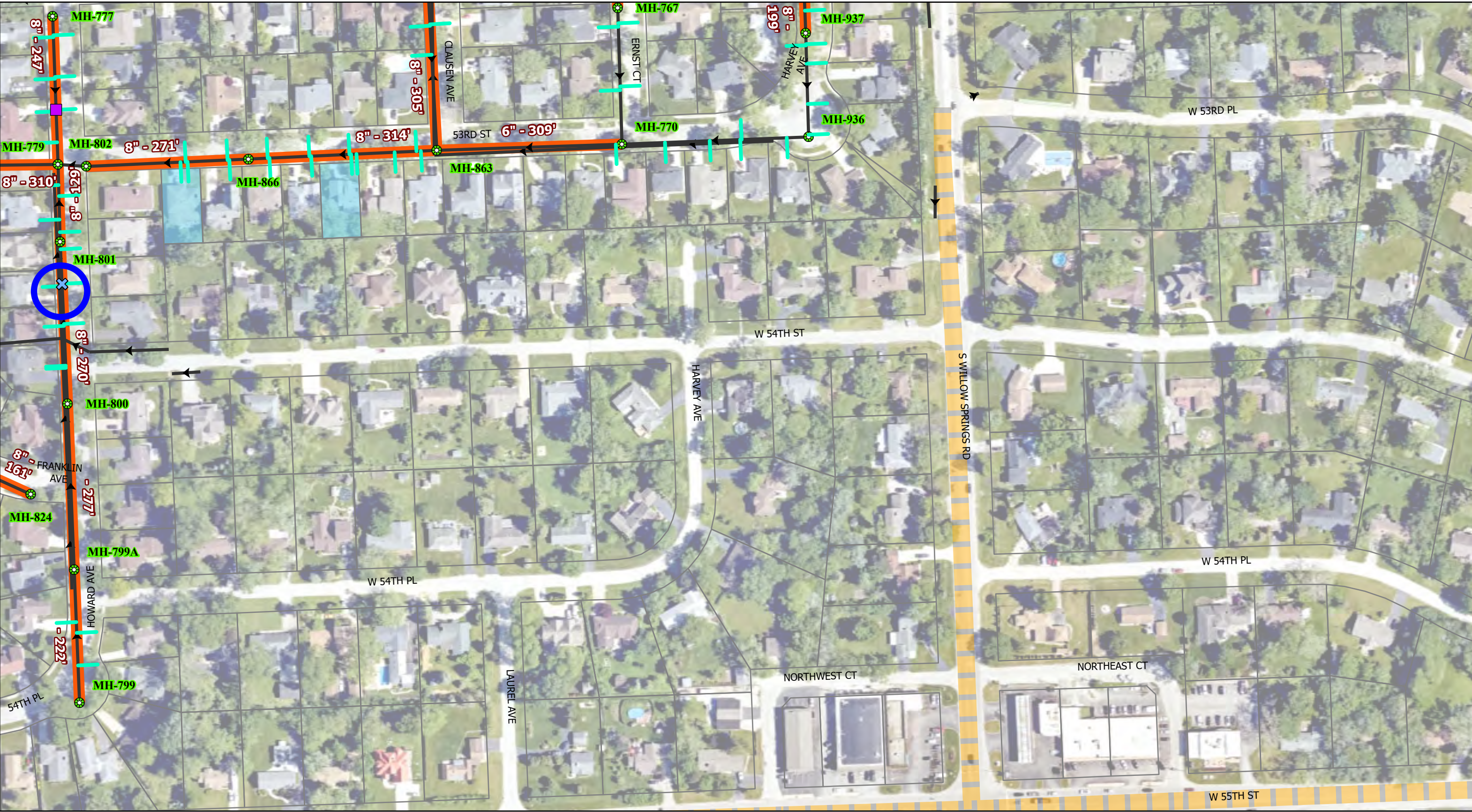
CURED-IN-PLACE PIPELINING 2023





Village of Western Springs

CURED-IN-PLACE PIPELINING 2023



Sanitary Sewer Manholes	Cured-In-Place Pipelining	Joints to be Grouted	Lateral T-Liner	State Roads	Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor)	Point Repair Locations
Sanitary Mains	Service Lateral	Lateral Grouting	Sanitary Sewer Point Repairs	County Roads		

Project 22-R0320
Date: 4/21/2023

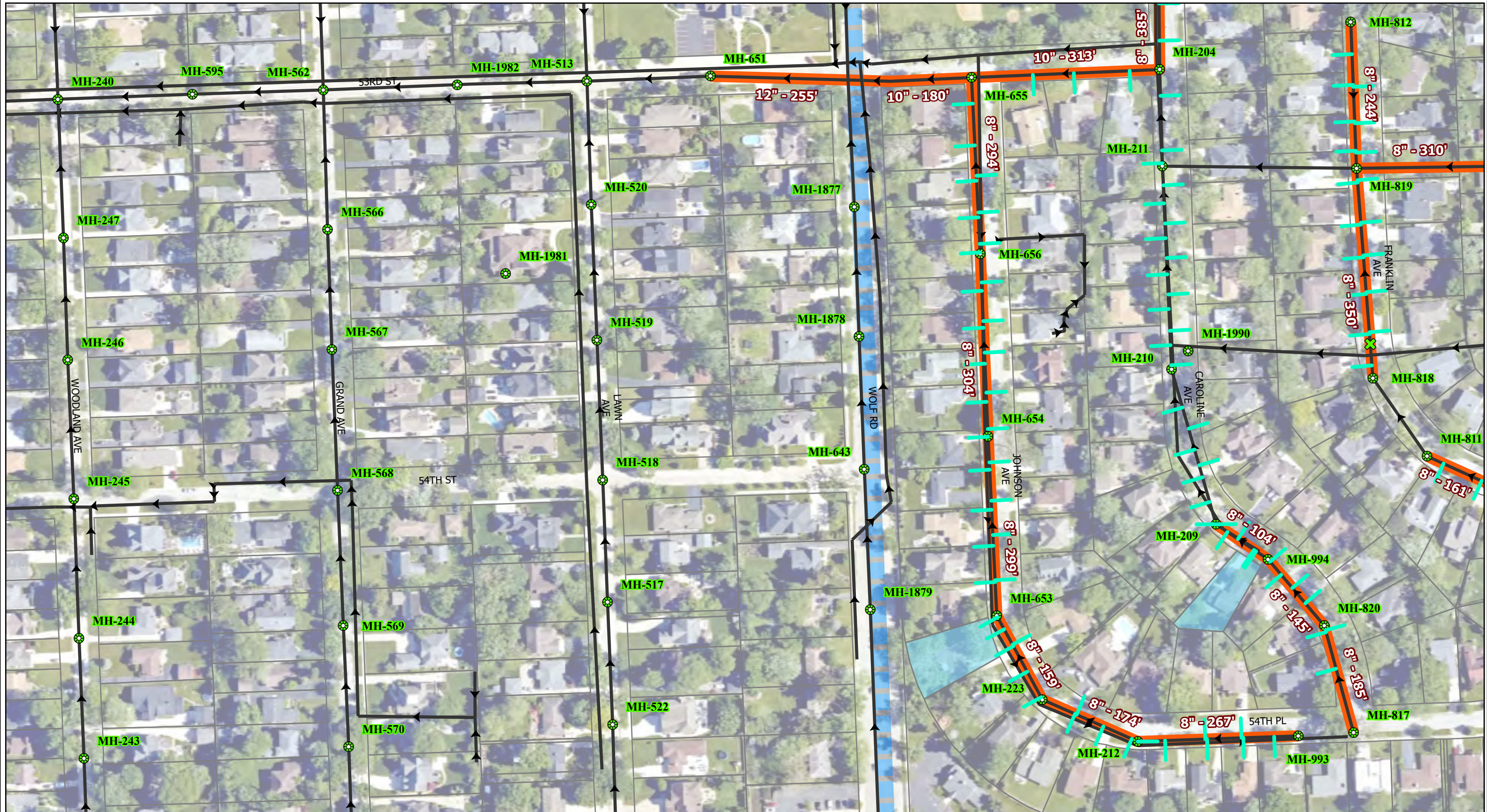
Page 6 of 7

Robinson ENGINEERING



Village of Western Springs

CURED-IN-PLACE PIPELINING 2023



Sanitary Sewer Manholes	Cured-In-Place Pipelining	Joints to be Grouted	Lateral T-Liner	State Roads	Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor)	Point Repair Locations	Page 7 of 7	Project 22-R0320 Date: 4/21/2023	
Sanitary Mains	Service Lateral	Lateral Grouting	Sanitary Sewer Point Repairs	County Roads					

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AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 9.D.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager, Chris Breakey, Superintendent of Public Works

RE: Contract with Suburban General Construction for the 2025 Sanitary Sewer Point Repairs Project

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 6, 2025 prior to the May 7, 2025 bid opening. Upon review by staff and Robinson Engineering, it is recommended that the contract be awarded to the lowest, most responsive bidder, Suburban General Construction of LaGrange Park, IL for an amount not to exceed \$255,105.00.

Summary

On April 16, Village staff issued a Request for Bids (RFB) for the 2025 Sanitary Sewer Point Repairs in the Springdale and Ridgewood Subdivisions. On Wednesday, May 7, 2025, staff received a total of four (4) bids. A summary of the bids and bid prices is as follows:

Suburban General Construction	\$255,105.00
Archon Construction Company	\$534,695.00
Unique Plumbing Co., Inc.	\$508,936.50
Performance Construction & Engineering, LLC	\$331,788.00

The project includes the reparation of sanitary sewer mains at ten (10) locations within the Springdale and Ridgewood subdivisions. The limits are 51st Street to the north, Harvey Avenue to the East, W. 45th Street to the South, and Grand Avenue to the West.

After reviewing the bids, Village Staff and Robinson Engineering recommend awarding the contract to the lowest, most responsive bidder, Suburban General Construction from LaGrange Park, IL in an amount not to exceed \$255,105.00.

Suburban General Construction was also awarded the Sanitary Sewer Point Repair project in 2024.

Financial Impact

Account 4402515 62025

Fund	Sewer Fund
2025 Budget	\$220,000
Project Cost	\$255,000

Additional funds area available and a budget amendment is not anticipated.

Recommended Motion

I move to approve a contract with Suburban General Construction of LaGrange Park, IL for the 2025 Sanitary Sewer Point Repairs project for an amount not to exceed of \$255,105.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. _25-R0260 Award Recommendation Letter
2. _25-R0260 Bid Tab
3. _Low Bidder - Suburban General Construction

May 7, 2025

To: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Attn: Chris Breakey, Superintendent of Public Works

RE: **REL Project # 25-R0260**
Sanitary Sewer Point Repairs 2025 – Springdale and Ridgewood Subdivisions
Contract Award Recommendation

Dear Mr. Breakey:

We have reviewed the bids received on May 7, 2025 for the referenced project and find them to be as follows:

Contractor	As-Read Bids	Mathematically Corrected Bids
Suburban General Construction	\$255,105.00	
Performance Construction & Engineering, LLC	\$331,788.00	
Unique Plumbing Co., Inc.	\$508,936.50	
Archon Construction Company	\$534,695.00	\$525,240.00
<i>Engineer's Estimate</i>	<i>\$425,820.00</i>	

We have reviewed the bids above and found them to be correct and in order; therefore, at this time, we recommend that the Village award the contract to the low responsive responsible bidder, Suburban General Construction, in the amount of Two Hundred Fifty-Five Thousand One Hundred and Five Dollars (\$255,105.00).

Should you have any questions or require further information, please contact me at your convenience.

Very truly yours,



Mallory Weisbrodt
Project Engineer
(708) 210-5689
Mweisbrodt@reltd.com

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Encl. Bid Tabulation

Tabulation of Bids

25-R0260

Local Public Agency: Village of Western Springs

County: Cook

Section:

Estimate: \$425,820.00

Date: 5/7/2025

Time: 10:00am

Attended By: Mallory Weisbrodt

				Name of Bidder:		Suburban General Construction Inc.		Performance Construction & Engineering LLC		Unique Plumbing Co. Inc.		Archon Construction Co. Inc.	
				Address of Bidder:		1019 East 31st Street		271 W. John Street		9408 W 47th Street		563 S. Route 53	
				Approved Engineer's Estimate									
Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
HP105-02	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1	\$3,500.00	\$3,500.00	\$8,705.00	\$8,705.00	\$5,500.00	\$5,500.00	\$38,400.00	\$38,400.00	\$2,750.00	\$2,750.00
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	25	\$70.00	\$1,750.00	\$40.00	\$1,000.00	\$40.00	\$1,000.00	\$46.00	\$1,150.00	\$43.00	\$1,075.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50	\$100.00	\$5,000.00	\$42.00	\$2,100.00	\$42.00	\$2,100.00	\$49.00	\$2,450.00	\$68.00	\$3,400.00
R3005005	SANITARY SEWER POINT REPAIR #1 (SPECIFIC LOCATION)	EACH	1	\$25,850.00	\$25,850.00	\$13,500.00	\$13,500.00	\$20,371.34	\$20,371.34	\$22,598.00	\$22,598.00	\$27,847.00	\$27,847.00
R3005005	SANITARY SEWER POINT REPAIR #2 (SPECIFIC LOCATION)	EACH	1	\$34,675.00	\$34,675.00	\$27,500.00	\$27,500.00	\$29,826.14	\$29,826.14	\$34,828.00	\$34,828.00	\$45,881.00	\$45,881.00
R3005005	SANITARY SEWER POINT REPAIR #3 (SPECIFIC LOCATION)	EACH	1	\$31,500.00	\$31,500.00	\$19,750.00	\$19,750.00	\$24,472.54	\$24,472.54	\$21,965.00	\$21,965.00	\$36,714.00	\$36,714.00
R3005005	SANITARY SEWER POINT REPAIR #4 (SPECIFIC LOCATION)	EACH	1	\$30,500.00	\$30,500.00	\$23,155.00	\$23,155.00	\$23,369.74	\$23,369.74	\$23,995.00	\$23,995.00	\$36,211.00	\$36,211.00
R3005005	SANITARY SEWER POINT REPAIR #5 (SPECIFIC LOCATION)	EACH	1	\$34,900.00	\$34,900.00	\$21,300.00	\$21,300.00	\$24,695.82	\$24,695.82	\$24,087.00	\$24,087.00	\$38,974.00	\$38,974.00
R3005005	SANITARY SEWER POINT REPAIR #6A (SPECIFIC LOCATION)	EACH	1	\$43,750.00	\$43,750.00	\$25,000.00	\$25,000.00	\$31,990.30	\$31,990.30	\$44,563.00	\$44,563.00	\$75,025.00	\$75,025.00
R3005005	SANITARY SEWER POINT REPAIR #6B (SPECIFIC LOCATION)	EACH	1	\$43,750.00	\$43,750.00	\$23,240.00	\$23,240.00	\$32,115.42	\$32,115.42	\$41,872.00	\$41,872.00	\$74,397.00	\$74,397.00
R3005005	SANITARY SEWER POINT REPAIR #7 (SPECIFIC LOCATION)	EACH	1	\$25,800.00	\$25,800.00	\$12,205.00	\$12,205.00	\$23,512.54	\$23,512.54	\$25,185.00	\$25,185.00	\$37,593.00	\$37,593.00
R3005005	SANITARY SEWER POINT REPAIR #8 (SPECIFIC LOCATION)	EACH	1	\$30,575.00	\$30,575.00	\$24,335.00	\$24,335.00	\$20,763.02	\$20,763.02	\$26,715.00	\$26,715.00	\$54,033.00	\$54,033.00
R3005005	SANITARY SEWER POINT REPAIR #9 (SPECIFIC LOCATION)	EACH	1	\$30,225.00	\$30,225.00	\$15,000.00	\$15,000.00	\$25,636.14	\$25,636.14	\$26,617.00	\$26,617.00	\$27,974.00	\$27,974.00
X0300558	SANITARY SEWER REMOVAL AND REPLACEMENT 8"	FOOT	35	\$500.00	\$17,500.00	\$50.00	\$1,750.00	\$225.00	\$7,875.00	\$2,300.00	\$80,500.00	\$322.00	\$11,270.00
XX000690	SANITARY SEWER REMOVAL AND REPLACEMENT 10"	FOOT	5	\$600.00	\$3,000.00	\$75.00	\$375.00	\$650.00	\$3,250.00	\$2,300.00	\$11,500.00	\$409.00	\$2,045.00
XX000690	SANITARY SEWER REMOVAL AND REPLACEMENT 18"	FOOT	20	\$1,000.00	\$20,000.00	\$350.00	\$7,000.00	\$1,200.00	\$24,000.00	\$2,300.00	\$46,000.00	\$650.00	\$13,000.00
XX005617	CONNECTING TO EXISTING MANHOLES BY CORE DRILLING	EACH	1	\$3,800.00	\$3,800.00	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$2,317.00	\$2,317.00	\$3,731.00	\$3,731.00
R3001010	SANITARY SEWER TO BE CLEANED, 8"	FOOT	1,755	\$3.00	\$5,265.00	\$2.25	\$3,948.75	\$2.00	\$3,510.00	\$2.80	\$4,914.00	\$3.00	\$5,265.00
R3001015	SANITARY SEWER TO BE CLEANED, 10"	FOOT	345	\$4.00	\$1,380.00	\$2.25	\$776.25	\$3.00	\$1,035.00	\$3.50	\$1,207.50	\$3.00	\$1,035.00
R3001030	SANITARY SEWER TO BE CLEANED, 18"	FOOT	470	\$6.00	\$2,820.00	\$3.50	\$1,645.00	\$3.00	\$1,410.00	\$4.60	\$2,162.00	\$4.00	\$1,880.00
R3001080	INTERNAL TELEVISION INSPECTION OF SEWER	FOOT	2,570	\$4.00	\$10,280.00	\$1.00	\$2,570.00	\$1.50	\$3,855.00	\$2.30	\$5,911.00	\$2.00	\$5,140.00
R2004015	CONTINGENCY	L SUM	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
				TOTAL:	\$425,820.00	\$255,105.00		\$331,788.00		\$508,936.50		\$525,240.00	



**SANITARY SEWER POINT REPAIRS 2025 –
SPRINGDALE AND RIDGEWOOD SUBDIVISIONS**

REL PROJECT 25-R0260

April 30, 2025
Project # 25-R0260

TO: **ALL BIDDERS ON THE FOLLOWING PROJECT**
PROJECT: **VILLAGE OF WESTERN SPRINGS – SANITARY SEWER POINT REPAIRS 2025 – SPRINGDALE
AND RIDGEWOOD SUBDIVISION**
BID DATE: **MAY 07, 2025, 10:00 AM**

ADDENDUM No. 1

Addendum No. 1 consists of twenty (20) pages including updates to the Schedule of Prices, revisions to the Plans, revisions to the Point Repair Schedule, and answers to the questions received from bidders.

REVISIONS TO SCHEDULE OF PRICES:

1. The pay item quantity for TREE REMOVAL (6 TO 15 UNITS DIAMETER) has been adjusted from 10 units to 25 units. A new Schedule of Prices has been included in this addendum and shall replace the old Schedule of Prices.

REMOVE: Original Schedule of Prices.

INSERT: New Schedule of Prices:

REVISIONS TO PLANS:

1. REVISE: In the "SUMMARY OF QUANTITIES" table, change "TREE REMOVAL (6 TO 15 UNITS DIAMETER)" from 10 to 25 on Plan Sheet 2 of 16.
2. REVISE: In the "SANITARY SEWER POINT REPAIR SCHEDULE" table for Point Repair # 2, change the section "APPROX. DEPTH (FT)" from 10 FT to 16 FT on Plan Sheet 2 of 16.
3. REVISE: In the "SANITARY SEWER POINT REPAIR SCHEDULE" table for Point Repair # 2, change the section "COMMENTS" from 'PCC Driveway & Parkway' to 'PCC Driveway, Parkway & Tree' on Plan Sheet 2 of 16.
4. REPLACE: "TREE PROTECTION" callout for "TREE REMOVAL" at Point Repair # 2 on Plan Sheet 4 of 16.

REVISIONS TO POINT REPAIR SCHEDULE:

1. REVISE: In the "SANITARY SEWER POINT REPAIR SCHEDULE" table for Point Repair # 2, change the section "APPROX. DEPTH (FT)" from 10 FT to 16 FT.
2. REVISE: In the "SANITARY SEWER POINT REPAIR SCHEDULE" table for Point Repair # 2, change the section "COMMENTS" from 'PCC Driveway & Parkway' to 'PCC Driveway, Parkway & Tree' on Plan Sheet 2 of 16.

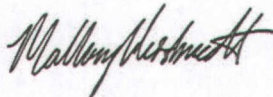
CLARIFICATIONS, QUESTIONS AND ANSWERS:

Q1. Can We Stockpile Excavated Material & Stone on the Street During the Day as Long as the Street is Cleared by Night ?

A1. Yes, but the Contractor shall not block access to driveways or block traffic. Stone and excavated material must be picked up before the Contractor leaves site at the end of the day.

Each Bidder must sign the acknowledgement below as proof of receipt of this Addendum No. 1 and email a signed copy to Robinson Engineering, Ltd., at reladministrative@reltd.com.

Very truly yours,
ROBINSON ENGINEERING, LTD.



Mallory Weisbrodt
Project Engineer

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ADDENDUM No. 1 – ACKNOWLEDGEMENT OF RECEIPT

Printed Name: WILLIAM PURL

Signature: William Purl

Date: 5-2-25

Company: SUBURBAN GENERAL CONST.

May 5, 2025
Project # 25-R0260

TO: ALL BIDDERS ON THE FOLLOWING PROJECT
PROJECT: VILLAGE OF WESTERN SPRINGS – SANITARY SEWER POINT REPAIRS 2025 – SPRINGDALE AND RIDGEWOOD SUBDIVISIONS
BID DATE: MAY 07, 2025, 10:00 AM

ADDENDUM No. 2

Addendum No. 2 consists of thirty-three (33) pages including updates to the Schedule of Prices, revisions to the special provisions, revisions to the Plans, revisions to the Point Repair Schedule, additional pipe reports, updates to the point repair photo exhibit, and answers to contractor's questions.

REVISIONS TO SCHEDULE OF PRICES:

1. The pay item quantity for SANITARY SEWER REMOVAL AND REPLACEMENT 8" has been adjusted from 40 feet to 35 feet.
2. The pay item quantity for SANITARY SEWER REMOVAL AND REPLACEMENT 10" has been added and includes 5 feet.
3. The pay item quantity for SANITARY SEWER REMOVAL AND REPLACEMENT 18" has been adjusted from 10 feet to 20 feet.
4. The pay item quantity for SANITARY SEWER TO BE CLEANED, 8" has been adjusted from 2,100 feet to 1,755 feet.
5. The pay item quantity for SANITARY SEWER TO BE CLEANED, 10" has been added and includes 345 feet.

A new Schedule of Prices has been included in this addendum and shall replace the old Schedule of Prices.

REMOVE: Original Schedule of Prices.

INSERT: New Schedule of Prices:

REVISIONS TO SPECIAL PROVISIONS:

1. Revision to special provision for SANITARY SEWER REMOVAL AND REPLACEMENT; the following section shall be revised in the Note section on page 15 of 30.

REMOVE: Note: Only length removed beyond the scheduled length and the four-foot (4') buffer at each point repair location will be considered for SANITARY SEWER REMOVAL AND REPLACEMENT [DIAMETER]. This shall pertain only when the total length of pipe replaced is additional to the total length indicated in the contract documents plus an additional buffer of four feet (4') of sewer pipe at each point repair location and shall not pertain if a point repair is offset somewhat from the limits indicated on the drawings or if

damage is the result of excavation. A contingency amount of five feet (5') per each location of SANITARY SEWER REMOVAL AND REPLACEMENT [DIAMETER] has been included in this contract.

REPLACE: Note: Only length removed beyond the scheduled length and the four-foot (4') buffer at each point repair location will be considered for SANITARY SEWER REMOVAL AND REPLACEMENT [DIAMETER]. This shall pertain only when the total length of pipe replaced is additional to the total length indicated in the contract documents plus an additional buffer of four feet (4') of sewer pipe at each point repair location and shall not pertain if a point repair is offset somewhat from the limits indicated on the drawings or if damage is the result of excavation. A contingency amount of five feet (5') per each location of SANITARY SEWER REMOVAL AND REPLACEMENT [8" or 10"] has been included in this contract, and a contingency amount of ten feet (10') per each location of SANITARY SEWER REMOVAL AND REPLACEMENT [18"] has been included in this contract.

REVISIONS TO PLANS:

1. **REVISE:** In the legend, change the page numbers for CONSTRUCTION DETAILS from 12-16 to 12-17 on Plan Sheet 1 of 17.
2. **REVISE:** In the SUMMARY OF QUANTITIES table, revise SANITARY SEWER REMOVAL AND REPLACEMENT, 8" from 40 FT to 35 FT on Plan Sheet 2 of 17.
3. **ADD:** In the "SUMMARY OF QUANTITIES" table, add "SANITARY SEWER REMOVAL AND REPLACEMENT, 10" " with 5 FT on Plan Sheet 2 of 17.
4. **REVISE:** In the SUMMARY OF QUANTITIES table, revise SANITARY SEWER REMOVAL AND REPLACEMENT, 18" from 10 FT to 20 FT on Plan Sheet 2 of 17.
5. **REVISE:** In the SUMMARY OF QUANTITIES table, revise SANITARY SEWER TO BE CLEANED, 8" from 2,100 FT to 1,755 FT on Plan Sheet 2 of 17.
6. **ADD:** In the SUMMARY OF QUANTITIES table, add SANITARY SEWER TO BE CLEANED, 10" with 345 FT on Plan Sheet 2 of 17.
7. **REVISE:** In the SANITARY SEWER POINT REPAIR SCHEDULE table for Point Repair # 1, change the DIAMETER (IN) from 8" to 10" on Plan Sheet 2 of 17.
8. **REVISE:** In the POINT REPAIR LOCATION #1 (MH-923 TO MH-922) plan sheet, revise the pipe diameter from 8" to 10" on Plan Sheet 3 of 17.
9. **ADD:** The construction details for CONNECTING TO EXISTING MANHOLES BY CORE DRILLING and INTERNAL DROP MANHOLE have been added on Plan Sheet 14 of 17.

REVISIONS TO POINT REPAIR SCHEDULE:

1. **REVISE:** In the SANITARY SEWER POINT REPAIR SCHEDULE table for Point Repair # 1, change the DIAMETER (IN) from 8" to 10".

ADDITIONAL PIPE REPORT:

1. **ADD:** The downstream pipe report for Point Repair #6A has been added.

REVISIONS TO POINT REPAIR PHOTO EXHIBIT:

1. **REVISE:** In the camera image, update the upstream photos at Point Repair #6A on Point Repair Photo Exhibit page 6 of 10.
2. **REVISE:** In the camera image, update the upstream photos at Point Repair #6B on Point Repair Photo Exhibit page 7 of 10.

QUESTIONS AND ANSWERS:

Q1. Are rubber track machines required on all streets?

A1. No, rubber track machines are not required on streets for this year's project.

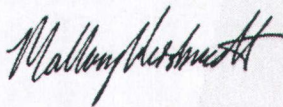
Q2. If We hit a Lead Service, are We required to Replace it with Copper from the Main to the B-Box ?

A2. If a lead service is damaged on the public side, the contractor shall replace with copper from the main to the b-box and provide a water filter to the property owner and notice of the dangers of lead. At this time, the Village will request a quote from the contractor for replacing the remaining service into the home.

Each Bidder must sign the acknowledgement below as proof of receipt of this Addendum No. 2 and email a signed copy to Robinson Engineering, Ltd., at reladministrative@reltd.com.

Very truly yours,

ROBINSON ENGINEERING, LTD.



Mallory Weisbrodt
Project Engineer

RA\2025-2029\2025\25-R0260.WS\Bid and Contract Documents\Addendum 2\01_Addendum 02 - 25-R0260.docx

ADDENDUM No. 2 – ACKNOWLEDGEMENT OF RECEIPT

Printed Name: Karla Oden

Signature: Karla Oden

Date: 5/5/25

Company: Suburban General Constr.

VILLAGE OF WESTERN SPRINGS
COOK COUNTY, ILLINOIS
NOTICE TO CONTRACTORS

The Village of Western Springs will receive sealed proposals for the following improvements at the Village of Western Springs Clerk's Office, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 until 10:00 AM, May 7, 2025.

VILLAGE OF WESTERN SPRINGS

SANITARY SEWER POINT REPAIRS 2025 – SPRINGDALE & RIDGEWOOD SUBDIVISIONS

Proposals will be publicly read aloud after 10:00 A.M. on May 7, 2025. No bid shall be withdrawn after the opening of the proposals without the consent of the President and Board of Trustees for a period of ninety (90) days after the scheduled time of closing bids.

All proposals shall be sealed in an envelope addressed to the Village of Western Springs, attention Village Clerk. The name and address of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Engineer.

The Bid Documents, including specifications, are on file at the office of the Engineer, Robinson Engineering, Ltd., phone: (847) 250-5635, email: reladministrative@reltd.com, and may be obtained electronically via email upon review of prequalification information. The bid documents will be issued until 3:00 PM on May 6, 2025.

A certified check/bank draft drawn on a solvent bank, cashier's check or bid bond, payable without condition to the Village of Western Springs in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A performance bond in a sum equal to one hundred percent (100%) of the amount of the bid, with sureties to be approved by the President and Board of Trustees for the faithful performance of the contract must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish a bond upon acceptance of such bid or proposal.

The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the Board of Trustees their best interests will be promoted thereby. The Contractor is advised that no work can begin on the project until the Village obtains all required permits.

The Contractor will be required to pay not less than the prevailing wage rates on this project as established by the Illinois Department of Labor. The Contractor shall also comply with all applicable Federal, State, and local regulations.

Bidder qualifications and experience will also be included in the basis for determining the lowest responsible bidder.

Prequalification will be required to be submitted to the Engineer by all potential bidders prior to receiving a bid package. If in the opinion of the Engineer and the President and Board of Trustees, an applicant would not be able to serve the best interest of the Village of Western Springs, a proposal will not be issued to the applicant.

President and Board of Trustees
Village of Western Springs
Cook County, Illinois

PROPOSAL and CONTRACT

PROPOSAL

TO THE OWNER, Village of Western Springs

1. Proposal of Suburban General Construction, Inc.

(name and address of bidder)

1019 East 31st Street, LaGrange Park, IL 60526

subgen1@yahoo.com

(email address of bidder)

for the improvement described in the NOTICE TO CONTRACTORS.

2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that proposal is made without collusion with any other person, firm or corporation.
3. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions (if any), and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
4. The undersigned further understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth, and is fully responsible for the construction means, methods, techniques, sequences and safety procedures and programs incident thereto.
5. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
6. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
7. The undersigned further agrees that if the Owner decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit prices.

8. The undersigned further agrees that the Owner may at any time during the progress of work covered by this contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen per cent (15%), the actual cost to be determined as provided in the specifications.
9. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
11. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, labor and safety precautions as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within 120 calendar days after the date of the execution of the contract by both parties, or by _____ if this is a completion day contract, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work within the time names herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which cost shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the public, added cost of engineering and construction observation, maintenance of detours, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
12. Accompanying this proposal is a bank draft, bank cashier's check, certified check or bid bond, complying with the requirements of the specifications, made payable to: Village of Western Springs

The amount of the bond, check or draft is 10 % (ten percent) of amount of bid

_____ (\$_____).

If the proposal and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft substituted in lieu thereof, shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of the failure to execute said contract and contract bond; otherwise said check or draft substituted in lieu thereof shall be returned to the undersigned.

ATTACH BANK DRAFT, BID BOND, BANK CASHIER'S
CHECK OR CERTIFIED CHECK HERE

In the event that one check, bond, or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

13. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him; and that if not so done, his proposal may be rejected as irregular.
14. The undersigned firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

CONTRACTOR'S STATEMENT

1. Do you have sufficient knowledge of Drawings and Specifications of the work covered by this Contract to warrant submitting a Proposal for this work?
Yes
2. (a) Have you done work of this nature? Yes
(b) To what extent? (Dollar value) See Attachment A
(c) For whom? See Attachment A
3. Do you have sufficient equipment to perform this work? Yes
If so, list major items: See Attachment B
4. Give Bank reference: First National Bank of Brookfield
Address:
9136 Washington Ave., Brookfield, IL 60513
5. List names and addresses of major suppliers:
MidAmerican Water, 1500 E. Mountain, Aurora, IL 60606
Heidelberg Materials, 2235 Enterprise Dr., #3507, Westchester, IL 60154
EJ USA, Inc., 310 Garnet Dr., New Lenox, IL 60451
6. Have you ever had, or do you now have, funds withheld for non-completion of work to the satisfaction of any municipality? No
(a) If so where? _____
(b) For what reason? _____
7. Have you ever been disqualified by a Governmental Agency for failure to satisfactorily complete a public improvement? No

CONTRACTOR'S STATEMENT (cont.)

8. Have you ever been cited for failing to withhold or report payroll deductions for Federal Income Tax? No
9. Have you ever been cited by the Federal Government for any violation of the Copeland Act (Anti-kick-back Law)? No
10. If awarded contract, work will begin in per specs calendar days.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Suburban General Construction, Inc.
1019 E. 31st Street LaGrange Park, IL 60526

as Principal, hereinafter called the Principal, and Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800, Kansas City, MO 64105

a corporation duly organized under the laws of the State of MO

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Western Springs

740 Hillgrove Avenue Western Springs, IL 60558-1409

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Sanitary Sewer Point Repairs 2025 Springdale & Ridgewood
Subdivisions

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of May, 2025

Karla M. Deen
(Witness)

Suburban General Construction, Inc.

(Principal)

(Seal)

By: [Signature]

President
(Title)

Mary Null
(Witness)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Seal)

By: Ann Marie Waters

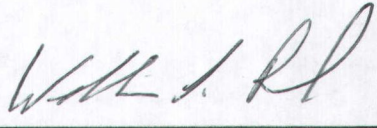
Attorney-in-Fact Ann Marie Waters

(Title)

CERTIFICATE OF ELIGIBILITY TO BID

I, William S. Purl, President of Suburban General Construction (contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date: May 7, 2025

By: 

(Name of Contractor)
Suburban General Construction, Inc.
President

(Title)

SCHEDULE OF PRICES

 Local Agency Village of Western Springs

 Location Springdale and Ridgewood Subdivisions

 Description Sanitary Sewer Point Repairs

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Bidder's Proposal for making Entire Improvements					
255,105.00 *Kc					
Item No.	Items	Unit	Quantity	Unit Price	Total
1	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1	8705.00	8,705.00 Kc
2	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	25	40.00	1000.00
3	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50	42.00	2100.00
4	SANITARY SEWER POINT REPAIR #1 (SPECIFIC LOCATION)	EACH	1	13,500.00	13,500.00
5	SANITARY SEWER POINT REPAIR #2 (SPECIFIC LOCATION)	EACH	1	27,500.00	27,500.00
6	SANITARY SEWER POINT REPAIR #3 (SPECIFIC LOCATION)	EACH	1	19,750.00	19,750.00
7	SANITARY SEWER POINT REPAIR #4 (SPECIFIC LOCATION)	EACH	1	23,155.00	23,155.00
8	SANITARY SEWER POINT REPAIR #5 (SPECIFIC LOCATION)	EACH	1	21,300.00	21,300.00
9	SANITARY SEWER POINT REPAIR #6A (SPECIFIC LOCATION)	EACH	1	25,000.00	25,000.00
10	SANITARY SEWER POINT REPAIR #6B (SPECIFIC LOCATION)	EACH	1	23,240.00	23,240.00
11	SANITARY SEWER POINT REPAIR #7 (SPECIFIC LOCATION)	EACH	1	12,205.00	12,205.00
12	SANITARY SEWER POINT REPAIR #8 (SPECIFIC LOCATION)	EACH	1	24,335.00	24,335.00
13	SANITARY SEWER POINT REPAIR #9 (SPECIFIC LOCATION)	EACH	1	15,000.00	15,000.00
14	SANITARY SEWER REMOVAL AND REPLACEMENT 8"	FOOT	35	50.00	1750.00
15	SANITARY SEWER REMOVAL AND REPLACEMENT 10"	FOOT	5	75.00	375.00
16	SANITARY SEWER REMOVAL AND REPLACEMENT 18"	FOOT	20	350.00	7000.00
17	CONNECTING TO EXISTING MANHOLES BY CORE DRILLING	EACH	1	250.00	250.00
18	SANITARY SEWER TO BE CLEANED, 8"	FOOT	1,755	2.25	3948.75
19	SANITARY SEWER TO BE CLEANED, 10"	FOOT	345	2.25	776.25
20	SANITARY SEWER TO BE CLEANED, 18"	FOOT	470	3.50	1645.00
21	INTERNAL TELEVISION INSPECTION OF SEWER	FOOT	2,570	1.00	2570.00
22	CONTINGENCY	L SUM	1	\$20,000.00	\$20,000.00

SIGNATURES

(If an individual)

Signature of Bidder

Business Address

(If a co-partnership)

Firm Name (SEAL)

Signed by (SEAL)

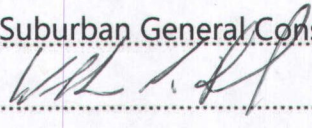
Business Address

Insert
Names and
Addresses of
All Members
of the Firm

.....
.....
.....
.....

(If a corporation)

Corporate Name Suburban General Construction, Inc.

Signed By 
President

Business Address 1019 East 31st Street, LaGrange Park, IL 60526

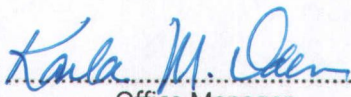
(Corporate Seal)

Insert
Names of
Officers

President William S. Purl

Secretary William S. Chase

Treasurer William S. Chase

Attest: 

Attestor's Title: Office Manager

Phone Number 708-354-0544

BIDDER'S CERTIFICATE

The undersigned, having executed the attached bid for the construction of:

Sanitary Sewer Point Repairs 2025 - Springdale & Ridgewood Subdivisions

Name of Project

for the Village/City/Town of Western Springs, County of Cook,

State of Illinois hereby certifies that he has read all of the Contract

Documents, including the Notice to Bidders, Instructions to Bidders, Proposal Forms,

General conditions of the contract, Detail Specifications, Forms of contract, Form of

Performance Bond and Form of Maintenance Bond, and that he has examined the plans

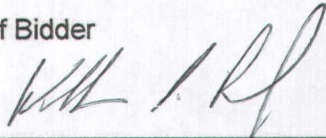
and that his proposal for the work is based on the conditions and requirements therein;

and should the contract be awarded to him, he agrees to execute the work in strict

accordance therewith, including compliance with the Insurance Requirements of the

General Conditions.

Name of Bidder

By: 

Company Name

William S. Purl, President
Suburban General Construction, Inc.

Date: May 7, 2025

EXHIBIT A

Suburban General Construction - 2024 Underground Utility Projects

Owner	Project Engineer	Project Name	General Contractor or Subcontractor	Status	Contract Date and Amount
City of Joliet 150 W Jefferson Street Joliet, IL 60432 815-724-4000	RJN Group, 2655 Warrenville Rd Suite 225, Downers Grove, IL 60515 Bill Berlandk, Construction Manager 630-301-0317 bill.berland@rjnmail.com	2024 Sanitary Sewer Rehabilitation Program Bridal Wreath Acres, Stonegaten, Black Road Acres & Bevin Acres	<i>Subcontractor for</i> National Power Rodding 2500 W Arthington St, Chicago IL 60612 - Reid Ruprecht 312-666-7718 imata@nationalpowerrodding.com	Completed	01/24/24 \$488,690.00
Village of Western Spring 740 Hillgrove Avenue Western Springs, IL 60558 708-246-3438	Robinson Engineering 17000 S Park Ave, #A, South Holland IL 60473 Mallory Weisbrodt 815-806-0300 mweisbrodt@reltd.com	Sanitary Sewer Point Repairs 2023-Springdale Sub. Div	Suburban General Construction General Contractor	Completed	01/03/24 \$207,719.00
Village of Schiller Park 9526 Irving Park Road Schiller Park, IL 60176 847-678-2550	Edwin Hancock Engineering 9933 Roosevelt Road Westchester, IL 60153 Alex Alejandro - 708-865-0300 aalejandro@ehancock.com	2024 Wesley Terrace Water Main Improvements	Suburban General Construction General Contractor	Completed	03/18/24 \$356,823.66
Village of LaGrange Park 447 Catherine Avenue Larange Park, IL 60526 708-354-0225	Edwin Hancock Engineering 9933 Roosevelt Road Westchester, IL 60153 Mark Volk - 708-865-0300 mwvolk@ehancock.com	2023/2024 Sewer Repair Project	Suburban General Construction General Contractor	Completed	02/15/24 \$71,190.00
Village of Maywood 40 Madison Street Maywood, IL 60153 708-450-6300	Edwin Hancock Engineering 9933 Roosevelt Road Westchester, IL 60153 Rob Prohaska 708-240-0549 rprohaska@ehancock.com	2024 Green Infrastructure Alley Improvements Project	<i>Subcontractor for:</i> J. Nardulli Concrete, Inc. 3517 South 60th Court Cicero, IL 60804 Marco Arellano 773-475-1119 / jnardulliconcrete4@gmail.com	Completed	03/22/24 \$129,885.00
Village of Oak Park 123 Madison Street Oak Park, IL 60302 708-385-5700	Edwin Hancock Engineering 9933 Roosevelt Road Westchester, IL 60153 Chris Baker 708-865-0300 cbaker@ehancock.com	2024 Alley Improvements Contract A	<i>Subcontractor for:</i> Triggi Construction 1975 Powers Rd, W Chicago, IL 60185 Art Merkelz 630-584-4490 amerkelz@triggiconstruction.com	Completed	03/18/24 \$176,318.60

EXHIBIT A

Suburban General Construction - 2024 Underground Utility Projects

Owner	Project Engineer	Project Name	General Contractor or Subcontractor	Status	Contract Date and Amount
Village of Oak Park 123 Madison Street Oak Park, IL 60302 708-385-5700	Edwin Hancock Engineering 9933 Roosevelt Road Westchester, IL 60153 Chris Baker 708-865-0300 cbaker@ehancock.com	2024 Alley Improvements Contract B	<i>Subcontractor for:</i> J. Nardulli Concrete, Inc 3517 South 60th Court Cicero, IL 60804 Marco Arellano 773-475-1119 jnardulliconcrete4@gmail.com	Completed	3/18/24 \$156,965.00
Village of Brookfield 8820 Brookfield Ave Brookfield, IL 60513 708-485-7344	Edwin Hancock Engineering 9933 Roosevelt Road Westchester, IL 60153 Dan O'Malley 630-864-7081 domalley@ehancock.com	2024 Street Improvements Project	<i>Subcontractor for:</i> J. Nardulli Concrete, Inc 3517 South 60th Court Cicero, IL 60804 Marco Arellano 773-475-1119 jnardulliconcrete4@gmail.com	Completed	05/09/24 \$392,351.00
Village of LaGrange Park 447 Catherine Avenue Larange Park, IL 60526 708-354-0225	Edwin Hancock Engineering 9933 Roosevelt Road Westchester, IL 60153 Andrew Barnett 708-865-0300 abarnett@ehancock.com	2024 MWRD Green Alley Project - Newberry Ave to Blanchan Ave	<i>Subcontractor for:</i> Davis Concrete 11244 W Manhattan Monee Rd Monee, IL 60449 - Zack Davis 708-388-1100 / zachdavis@davisconstruction.com	Completed	05/20/24 \$62,890.00
City of Elmhurst 209 N York Street Elmhurst, IL 60126 630-553-3000	Baxter & Woodman, Inc. 1548 Bond Street #103 Naperville, IL 60540 Reggie Jansen 630-400-6008 rjansen@baxterwoodman.com	2024 Sanitary Sewer & Manhole Rehabilitation	<i>Subcontractor for:</i> Hoerr Construction Inc 1416 County Rd 200 N Goodfield, IL 61742 David Steffen 309-303-4258 dsstefen@hoerr.com	Completed	03/10/24 \$116,865.00
Village of Broadview 2350 S 25th Ave Broadview, IL 60155 708-681-3600	Edwin Hancock Engineering 9933 Roosevelt Road Westchester, IL 60153 Rob Prohaska 708-240-0549 rprohaska@ehancock.com	2023 PY CDBG Roadway Improvements	<i>Subconstructor for:</i> M&J Asphalt Paving Co 3124 S 60th Ct Cicero IL 60804 Micael Denault 708-222-1200 mdenault@mjworks.com	Completed	4/24/24 \$ 122,748.00
Village of Maywood 40 Madison Street Maywood, IL 60153 708-450-6300	Edwin Hancock Engineering 9933 Roosevelt Road Westchester, IL 60153 Rob Prohaska 708-240-0549 rprohaska@ehancock.com	2024 Roadway Improvements	<i>Subcontractor for:</i> Triggi Construction 1975 Powers Rd, W Chicago, IL 60185 Art Merkelz 630-584-4490 amerkelz@triggiconstruction.com	Completed	6/13/2024 261,650.00

EXHIBIT A

Suburban General Construction - 2024 Underground Utility Projects

Owner	Project Engineer	Project Name	General Contractor or Subcontractor	Status	Contract Date and Amount
Village of Maywood 40 Madison Street Maywood, IL 60153 708-450-6300	Edwin Hancock Engineering 9933 Roosevelt Road Westchester, IL 60153 Rob Prohaska 708-240-0549 rprohaska@ehancock.com	South Maywood Drive Roadway Improvements	Subcontractor for: Triggi Construction 1975 Powers Rd, W Chicago, IL 60185 Art Merkelz 630-584-4490 amerkelz@triggiconstruction.com	Completed	6/13/24 \$109,463.00
Village of Brookfield 8820 Brookfield Ave Brookfield, IL 60513 708-485-7344	Edwin Hancock Engineering 9933 Roosevelt Road Westchester, IL 60153 Brandon Kriegel 708-990-6380 bkriegel@ehancock.com	2024 Brookfield Water Main Improvements	Suburban General Construction General Contractor	Punch List Items	4/25/24 \$5,096,158.00
Village of Midlothian	Robinson Engineering 17000 S Park Ave, #A, South Holland IL 60473 Mallory Weisbrodt 815-806-0300 mweisbrodt@reltd.com	2024 Manhole Rehabilitation Repairs	Subcontractor for: National Power Rodding 2500 N Arlington St Chicago IL 60612 Todd Shobayo 312-907-1555 toddshobayo@nationalpowerrodding.com	Completed	8/1/24 \$55,500.00
Village of Broadview 2350 S 25th Ave Broadview, IL 60155 708-681-3600	Edwin Hancock Engineering 9933 Roosevelt Road Westchester, IL 60153 Chris Baker 708-865-0300 cbaker@ehancock.com	Broadview 2024 17th Avenue Improvements	Suburban General Construction General Contractor	Completed	08/01/24 \$794,692.05
Village of LaGrange Park 447 Catherine Avenue Larange Park, IL 60526 708-354-0225	Edwin Hancock Engineering 9933 Roosevelt Road Westchester, IL 60153 Andrew Barnett 708-865-0300	LaGrange Park 2024 Park Road Improvements	Subcontractor for: J. Nardulli Concrete, Inc 3517 South 60th Court Cicero, IL 60804 Marco Arellano 773-475-1119 jnardulliconcrete4@gmail.com	Completed	09/18/24 \$95,805.00
Village of Richton Park 4455 Sauk Trail Richton Park, IL 60471 708-481-8950	Robinson Engineering 10045 W. Lincoln Highway Frankfort, IL 60423 Joseph Sullivan; 630-346-2877 joe.sullivan@reltd.com	Richton Park 2024 Storm Drain Repair Greenfield Subd.	Suburban General Construction General Contractor	Completed	11/1/24 \$79,675.00

#	Type of Equipment & Brand / Model
Skid Steers	
1	2011 Case SV250
2	2007 Case 450
3	2007 Case 450
4	2011 Caterpillar 906H Wheel Loader
5	
6	
Excavators	
1	2004 315CL Hydraulic
2	2005 314CL HMD
3	1999 Link Belt 2650 Q
4	2007 CAT Mini 304CCR
5	2013 CAT 314ELCR Hydraulic
6	
7	
Attachments	
1	Hopper Boomer Case 72" (Sweeper)
2	Kent KF6 Hydraulic Breaker
3	Kent KF6 Hydraulic Breaker
4	Quick Coupler - Hydraulic
5	Wolverine 48" Hydr Skid Steer Trencher
6	Suihe Skid Steer Auger
Crawlers	
1	1983 1450B Loader
2	2006 Vermeer D6X6 Directional Drill
3	
Compactors	
1	Multi Quip Mikas Plate MVC-77H
2	Multi Quip Mikas Plate MVC-90L
3	
4	
Compressors	
1	1978 Davey
2	1980 Quincy
3	
4	
Lasers	
1	Gradelight
2	PLA10 Arrow Pipe
3	DG511 Pipe Laser
4	GL412N Single Grade
5	
6	
Water Pumps	
1	2" Gorman-Rupp 12A1GX160
2	2" Gorman-Rupp 12A1GX160
3	2" Multi Quip QP-202TH
4	2" Electric Tsurumi H52.45-62
5	3" Electric Tsurumi H53.755
6	3" Electric Tsurumi H53.755
7	3" Multi Quip QP301TH

#	Type of Equipment & Brand / Model
8	3" Multi Quip QP301TH
9	4" Multi Quip QP40TH
10	2" Wacker PTA2
11	2" Wacker PTA2
12	
13	
14	
15	
Generators	
1	Robin R6x5500
2	Honda Ez2500
3	KDE 6500T Diesel
4	Generac GP3250
5	Case CC6500ER
6	Honda EB6500X1AT
7	Honda EB5000XK3AT
8	
9	
10	
11	
12	
STUMP Saws	
1	TS-420
2	TS-420
3	TS-420
4	TS-420
5	TS-400
7	TS-420
8	
9	TS-400
10	TS-400
11	TS-420
12	TS-420
13	TS-420
14	TS-420
Other Saws	
1	Felker CCS (Walk Behind)
2	Miller (Walk Behind)
3	ICS 695F4 (Utility)
4	
Aluminum Boxes	
1	Aluminum 8x8 Build A Box (1)
2	Aluminum 8x10 Build a Box (1)
3	Efficiency X Lap 8x14 Aluminum (1)
4	X Lap 8x12 Aluminum (1)
5	Kundel 6x8 Steel (3)
6	Vestek 6x6 Steel C3L66KE (1)
7	ProTec Pac 3-66S 6x6 Steel (1)
8	GME 6x6 C3L66KE Steel (1)
9	Pro-Tec Pac3-880 8x8 Steel (1)
10	GME 3L88 SWNKE 8x8 Steel (1)

#	Type of Equipment & Brand / Model
11	Efficiency XLDM3-88, 8x8 (1), Steel
12	Efficiency XLDM#-48, 4x8 (1), Steel
13	Efficiency MNXLD 812, 8x12 (1) Steel
14	ProTec Pro4-812D, 8x12 (1) Steel
15	SpeedShore TS0412OW4, 4x12, Steel
16	3" 8x8 Single Wall w/Knife Edge
17	8X8X3" Trench Box, Single Wall
Asphalting Equipment	
1	Wacker RD12A 1.5 Ton Roller
2	
3	
Arrow Boards	
1	Wanco WTSP
2	Wanco WTSP
3	
4	
Vibratory Plate Compactors	
1	Wacker Neuson WP1550AW
2	Wacker Neuson WP1550AW
3	
4	
Hoists	
1	Lisbon MTH60 139-101-60SS
2	NO INFO
3	
4	
Miscellaneous & Shop Tools	
1	Power Drive 2 Valve Machine
2	Ridgid Portable Power Drive 700-12
3	Core Bore Drilling Machine 4079
4	Hilti DD130 Core Drill
5	Ridgit 206 Soil & Pipe Cutter
6	Power Max 20 Plasma Cutter
7	Wheeler-Rex Hydrostatic Test Pump
8	Bedding Box (7 CY)
9	Teran Excavator Bucket (12")
10	Bucket w/Pins
11	Teran Bucket w/Pins (for 314 Exc.)
12	Grundomat Boring Tool
13	Falcon F1R HDD Tracker, Digital Cont
13	Falcon FT1S8" Transmitter
13	Falcon 8" to 15" Transmitter Adapter
13	Falcon FT1S8" Transmitter

ATTACHMENT B

EQUIPMENT

Unit #	Plate #	Year	Description: Make, Model & Color
Trucks:			Medium Truck 10-20,000 50 mi. Rad
D23	166679H	2000	Ford F750 Cab Chassis
D24	132694H	1995	F800, Truck, red
D25	148578H	1998	Ford, Dump, F700, white
Dumps:			Heavy Truck 0-45,000 50 mi. Rad
1001	19635MR*	1992	Ford, Dump, L9000, 3306 CAT, red
1002	15207MR*	1996	Ford, L9000, 3176 CAT, red
1003	22586MR	1996	Ford, LT9000, Conventional LL, Truck, Red
1004	49765R	2005	International 7000 Series 7500 Dump Truck
Pick-Ups:			Light Truck & Passenger 50 mi. Rad
PU-01	47587Z-B	2007	F350, SRW Super Duty P/U (Fred), red
PU-02	210249D	2004	Ford E350 Super Duty Van, white
PU-03	274749D	2004	F350XL Super Duty, red
PU-04			
PU-05	UB695	2022	Toyota 4 Runner (Billy), silver
PU-06			
PU-07	2109558B	2022	Model: F250 SD; Crew Cab (Bill SR) Grey
PU-08			
PU-09	138021F	2007	F450 (Bob),
PU-10	1876246	2013	Dodge Ram 1500 (John), Red
PU-11	155644F	2007	F450 Super Duty, red
PU-12			
Trailers:			
TRL-01	31961TE	2005	Towmaster, black
TRL-02	79093TD	2007	Butler, tan
TRL-03	79092TD	1985	Butler, tan
TRL-04	79091TD	1978	General Flatbed, tan
TRL-05	13809TK	2007	Econoline; Body Style: Utility (WhiteVan)
TRL-06	189MLT*	2001	Dynaweld, 40 Talt, tan
TRL-07	299MMT*	1996	Dynaweld, 40 Talt
TRL-08	31395TE	2001	Redi Haul, red
TRL-09	70504TG	2012	PJ Trailer, black
TRL-10	79088TD	1994	Redi Haul, tan
TRL-11	335664TC	2008	Towmaster, T5T
TRL-12	135MMT*	1997	Dynaweld, 40 Talt, brown
TRL-13	112673TE	2007	RediHaul FSL 1827E-102 18'x6'10" T/A Equipment Trailer for directional auger
TRL-14	112460TE	2006	Towmaster 16'x7' Tilt Equipment Trailer



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 9.E.

To: Board of Trustees

From: Inga Cebelis, Staff Engineer

CC: Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services

RE: [Previously discussed] Authorization to use Motor Fuel Tax Funds for the 2025 Asphalt Street Resurfacing and Skip Patching Program (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 6, 2025 and recommended the approval of a Motor Fuel Tax (MFT) Resolution, Illinois Department of Transportation (IDOT) form BLR 09110, authorizing the use of MFT funds to pay for the construction and engineering costs related to the 2025 Asphalt Resurfacing and Skip Patching Program.

Summary

Included in the Fiscal Year 2025 budget is funding for construction and engineering services required for the asphalt resurfacing on 45th Street from Wolf Road to Gilbert Avenue project. Additionally, the project includes Village-wide asphalt surface patching ("Skip Patching"). The total project funding has been allocated from the Village's Motor Fuel Tax (MFT) fund.

The Village Board must pass a resolution authorizing the use of MFT funds for this project. The Illinois Department of Transportation (IDOT) requires municipalities to use a specific resolution form, IDOT Form BLR 09110, for this purpose. Once approved by the Village Board, staff will submit the executed resolution to IDOT for approval.

Financial Impact

	Design Engineering	Construction Engineering	Street Resurfacing	Skip-Patching
Account:	4102370-50331	4102370-50332	4102370-60011	4102370-53040
Fund:	Roadway - MFT Design Engineering	Roadway - MFT Inspection Engineering	Roadway - MFT Construction	Roadway - MFT Patching
2025 Budget:	\$21,500	\$56,480	\$430,000	\$150,000
Phase Cost:	\$28,370*	\$56,480	\$378,128.22	\$134,747

*Design Engineering began in Fiscal Year 2024 and was completed in Fiscal Year 2025. The MFT Resolution must cover all project costs and is not tied to the Village's fiscal year. The Phase Cost provided represents the total cost for the phase.

Recommended Motion

I move to approve IDOT Resolution BLR 09110 authorizing the use of Motor Fuel Tax funds to pay for the construction and engineering services related to the 2025 Asphalt Resurfacing and Skip Patching Program.

Strategic Plan Alignment

Infrastructure Improvements.

File Attachments

1. blr-09110 (2025 MFT Resurfacing and Skip-patch Project)



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

25-00106-00-RS

BE IT RESOLVED, by the **President and Board of Trustees**

Governing Body Type

of the **Village**

Local Public Agency Type

of **Western Springs**

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by **Contract**

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
MFT - 45th Street	0.51		Wolf Road	Gilbert Avenue
MFT - Skip Patching			Various Village owned and maintained streets	

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Design Engineering, Construction Engineering and Construction of street improvements consisting of HMA surface removal, pavement patching, HMA surface and binder course, driveway R&R, sidewalk R&R, curb and gutter R&R, parkway restoration and other miscellaneous items of work.

2. That there is hereby appropriated the sum of **six hundred sixty four thousand, eight hundred fifty**

Dollars (**\$664,850.00**) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, **Edward Tymick**

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said **Village**

Local Public Agency Type

of **Western Springs**

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of **Western Springs**

Governing Body Type

Name of Local Public Agency

at a meeting held on

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 9.F.

To: Board of Trustees

From: Inga Cebelis, Staff Engineer

CC: Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services

RE: [Previously discussed] Contract with Murphy Construction for the 2025 Asphalt Street Resurfacing and Skip-Patching Program (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 6, 2025 and recommended the award of a contract for the 2025 Asphalt Resurfacing and Skip-Patching Program to the lowest responsive bidder, Murphy Construction Services, LLC, in an amount not to exceed \$512,875.22

Summary

Included in the Fiscal Year 2025 budget is funding for the asphalt resurfacing on 45th Street from Wolf Road to Gilbert Avenue project. Additionally, the project includes Village-wide asphalt surface patching ("Skip Patching"). Motor Fuel Tax (MFT) funds have been budgeted for and included in the current budget year to pay for the work.

The project plans and specifications were prepared by Christopher B. Burke Engineering, Ltd. (CBBEL). Since the project is utilizing Motor Fuel Tax (MFT), the Illinois Department of Transportation (IDOT) has reviewed and approved the plans and specifications. The project bid notice was published in the Chicago Sun-Times and on the Village website on March 25, 2025. It was also posted in the IDOT Contractors Bulletin on March 27th and April 3rd. The bid opening was at 10:00 a.m. on April 8, 2025 and seven (7) bids were received.

CBBEL reviewed the bids and provided the Village with a bid tabulation and cover letter which are included in the agenda packet. Upon review of the bids, CBBEL advised the Village that the bid bond that was submitted by the lowest bidder, Murphy Construction Services, LLC ("MCS"), was incorrectly dated and was submitted on a non-IDOT form. After the bid opening, a corrected bid bond was provided by MCS to the Village. After review and consultation with the Village attorney, it was determined that the Village is able to accept the corrected bid bond.

Financial Impact

Account 4102370-60011/4102370-53040

Fund Roadway - MFT

2025 Budget \$430,000/\$150,000

Project Cost \$512,875.22

Recommended Motion

I move to approve a contract for the 2025 Asphalt Resurfacing and Skip-Patching Program contract to the lowest responsive bidder, Murphy Construction Services, LLC, in an amount not to exceed \$512,875.22

Strategic Plan Alignment

Infrastructure improvements.

File Attachments

1. CBBEL Award Recommendation_Rev2_2025_0502
2. Resolution No. 25-_____ re Approval of Low Qualified Responsive Bid and Execution of Construction Contract with Murphy Constructi
3. Part 1 of 2_ Group Exhibit A to Resolution 2025-_____ Re Construction Contract with Murphy Construction Services for 2025 MFT As
4. Part 2 of 2 of Group Exhibit A to Resolution 2025-_____ Re Contract with Murphy Construction Services for MFT Asphalt Project



CHRISTOPHER B. BURKE ENGINEERING, LTD.
16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

May 2, 2025

Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

Attention: Jefferey Koza, PE, CFM
Director of Engineering Services/Village Engineer

Subject: Village of Western Springs
2025 MFT Resurfacing Project
(CBBEL No: 24-0505)
Bid Tabulation and Award Recommendation

Dear Mr. Koza:

On Tuesday, April 8, 2025 at 10:00 A.M. bids were received and opened for the subject project. Seven bids were received for this project. The bids have been reviewed and are tabulated below:

CONTRACTOR	BID AMOUNT
ENGINEER'S ESTIMATE	\$ 560,941.50
MURPHY CONSTRUCTION SERVICES	\$ 512,875.22
M&J ASPHALT PAVING	\$ 514,572.47
CHICAGOLAND PAVING CONTRACTORS	\$ 525,000.00
SCHROEDER ASPHALT SERVICES INC	\$ 555,930.22
BROTHERS ASPHALT PAVING INC.	\$ 590,770.67
LINDAHL BROTHERS INC.	\$ 598,069.37
A LAMP CONCRETE CONTRACTORS INC.	\$ 649,981.47

During the review of the bids, an issue was discovered with the bid bond received from Murphy Construction Services. After coordination with the Village, Murphy Construction Services was able to provide a corrected Bid Bond acceptable to the Village. It is understood the Village would like to move forward with awarding the project.

Therefore, CBBEL recommends awarding the 2025 MFT Resurfacing project to Murphy Construction Services in the amount of \$512,875.22.

Enclosed for your reference are the bid tabulation and bid summary. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Schaefer', written in a cursive style.

Alex Schaefer, PE
Senior Project Manager

Enclosure as Noted

Cc: Inga Cebelis – Village of Western Springs

N:\WESTERNSPRINGS\240505\Admin\Correspondence\LOR Koza Bid Award Recommendation_Rev2_2025_0502.docx

2025 MFT RESURFACING PROJECT

BID SUMMARY

Village of Western Springs
CBBEL Project No. 24-0505
IDOT Section No. 25-00106-00-RS

Bids Opened April 8, 2025

CONTRACTOR	BASE BID
ENGINEER'S ESTIMATE	\$ 560,941.50
¹ MURPHY CONSTRUCTION SERVICES	\$ 512,875.22
M & J ASPHALT PAVING	\$ 514,572.47
CHICAGOLAND PAVING CONTRACTORS	\$ 525,000.00
SCHROEDER ASPHALT SERVICES INC	\$ 555,930.22
BROTHERS ASPHALT PAVING INC	\$ 590,770.67
LINDAHL BROTHERS INC	\$ 598,069.37
A LAMP CONCRETE CONTRACTORS INC	\$ 649,981.47

¹ Bid Amounts Reflect Error Corrections as shown on Bid Tab

Village of Western Springs
2025 MFT Resurfacing Project
CBBEL Project No. 24-0505
IDOT Section No. 25-00106-00-RS
Bids Opened April 8, 2025

				ENGINEER'S ESTIMATE		MURPHY CONSTRUCTION SERVICES, LLC		M & J ASPHALT PAVING		CHICAGOLAND PAVING CONTRACTORS	
NO.	PAY ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
# 1	TREE ROOT PRUNING	EACH	7	\$ 175.00	\$ 1,225.00	\$ 200.00	\$ 1,400.00	\$ 200.00	\$ 1,400.00	\$ 200.00	\$ 1,400.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	72	\$ 40.00	\$ 2,880.00	\$ 38.00	\$ 2,736.00	\$ 60.00	\$ 4,320.00	\$ 20.00	\$ 1,440.00
# 3	POROUS GRANULAR EMBANKMENT	CU YD	72	\$ 50.00	\$ 3,600.00	\$ 50.00	\$ 3,600.00	\$ 60.00	\$ 4,320.00	\$ 20.00	\$ 1,440.00
# 4	INLET FILTERS	EACH	24	\$ 200.00	\$ 4,800.00	\$ 160.00	\$ 3,840.00	\$ 200.00	\$ 4,800.00	\$ 215.00	\$ 5,160.00
# 5	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	81	\$ 45.00	\$ 3,645.00	\$ 46.00	\$ 3,726.00	\$ 45.00	\$ 3,645.00	\$ 45.00	\$ 3,645.00
6	BITUMINOUS MATERIALS (TACK COAT)	POUND	5047	\$ 0.50	\$ 2,523.50	\$ 0.01	\$ 50.47	\$ 0.01	\$ 50.47	\$ 0.01	\$ 50.47
7	LONGITUDINAL JOINT SEALANT	FOOT	2670	\$ 4.50	\$ 12,015.00	\$ 4.70	\$ 12,549.00	\$ 4.30	\$ 11,481.00	\$ 4.75	\$ 12,682.50
8	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	144	\$ 12.00	\$ 1,728.00	\$ 6.00	\$ 864.00	\$ 3.50	\$ 504.00	\$ 10.00	\$ 1,440.00
9	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	329	\$ 125.00	\$ 41,125.00	\$ 140.80	\$ 46,323.20	\$ 110.00	\$ 36,190.00	\$ 110.00	\$ 36,190.00
10	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	658	\$ 95.00	\$ 62,510.00	\$ 101.00	\$ 66,458.00	\$ 94.00	\$ 61,852.00	\$ 115.00	\$ 75,670.00
# 11	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7"	SQ YD	59	\$ 100.00	\$ 5,900.00	\$ 98.55	\$ 5,814.45	\$ 130.00	\$ 7,670.00	\$ 120.00	\$ 7,080.00
# 12	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	4230	\$ 12.00	\$ 50,760.00	\$ 9.10	\$ 38,493.00	\$ 10.00	\$ 42,300.00	\$ 11.00	\$ 46,530.00
13	DETECTABLE WARNINGS	SQ FT	260	\$ 35.00	\$ 9,100.00	\$ 27.00	\$ 7,020.00	\$ 35.00	\$ 9,100.00	\$ 36.50	\$ 9,490.00
14	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	7120	\$ 3.50	\$ 24,920.00	\$ 3.16	\$ 22,499.20	\$ 3.50	\$ 24,920.00	\$ 3.00	\$ 21,360.00
15	DRIVEWAY PAVEMENT REMOVAL	SQ YD	112	\$ 25.00	\$ 2,800.00	\$ 12.00	\$ 1,344.00	\$ 20.00	\$ 2,240.00	\$ 10.00	\$ 1,120.00
16	SIDEWALK REMOVAL	SQ FT	4230	\$ 2.50	\$ 10,575.00	\$ 1.85	\$ 7,825.50	\$ 2.00	\$ 8,460.00	\$ 1.00	\$ 4,230.00
17	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	712	\$ 60.00	\$ 42,720.00	\$ 40.45	\$ 28,800.40	\$ 60.00	\$ 42,720.00	\$ 35.00	\$ 24,920.00
# 18	CLASS D PATCHES, 2 INCH (SPECIAL) - SKIP PATCHING (SPRING 2025 COMPLETION)	SQ YD	2400	\$ 25.00	\$ 60,000.00	\$ 24.88	\$ 59,712.00	\$ 20.50	\$ 49,200.00	\$ 22.50	\$ 54,000.00
# 19	CLASS D PATCHES, 2 INCH (SPECIAL) - SKIP PATCHING (FALL 2025 COMPLETION)	SQ YD	1250	\$ 30.00	\$ 37,500.00	\$ 29.50	\$ 36,875.00	\$ 22.00	\$ 27,500.00	\$ 22.50	\$ 28,125.00
# 20	CLASS D PATCHES, 8 INCH (SPECIAL) - SKIP PATCHING (SPRING 2025 COMPLETION)	SQ YD	315	\$ 95.00	\$ 29,925.00	\$ 72.00	\$ 22,680.00	\$ 82.50	\$ 25,987.50	\$ 90.00	\$ 28,350.00
# 21	CLASS D PATCHES, 8 INCH (SPECIAL) - SKIP PATCHING (FALL 2025 COMPLETION)	SQ YD	215	\$ 105.00	\$ 22,575.00	\$ 72.00	\$ 15,480.00	\$ 88.50	\$ 19,027.50	\$ 90.00	\$ 19,350.00
# 22	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	5	\$ 250.00	\$ 1,250.00	\$ 270.00	\$ 1,350.00	\$ 195.00	\$ 975.00	\$ 200.00	\$ 1,000.00
# 23	FRAMES AND GRATES, TYPE 3	EACH	13	\$ 700.00	\$ 9,100.00	\$ 705.00	\$ 9,165.00	\$ 700.00	\$ 9,100.00	\$ 690.00	\$ 8,970.00
# 24	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	10	\$ 500.00	\$ 5,000.00	\$ 540.00	\$ 5,400.00	\$ 475.00	\$ 4,750.00	\$ 480.00	\$ 4,800.00
25	CONCRETE CURB, TYPE B	FOOT	140	\$ 40.00	\$ 5,600.00	\$ 29.00	\$ 4,060.00	\$ 37.00	\$ 5,180.00	\$ 48.00	\$ 6,720.00
# 26	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	\$ 12,000.00	\$ 12,000.00	\$ 5,400.00	\$ 5,400.00	\$ 9,950.00	\$ 9,950.00	\$ 27,397.03	\$ 27,397.03
# 27	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 100.00	\$ 100.00
28	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	400	\$ 6.00	\$ 2,400.00	\$ 13.30	\$ 5,320.00	\$ 7.50	\$ 3,000.00	\$ 8.85	\$ 3,540.00
29	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	105	\$ 15.00	\$ 1,575.00	\$ 26.50	\$ 2,782.50	\$ 15.00	\$ 1,575.00	\$ 18.00	\$ 1,890.00
# 30	SANITARY MANHOLES TO BE ADJUSTED	EACH	6	\$ 1,800.00	\$ 10,800.00	\$ 2,000.00	\$ 12,000.00	\$ 1,950.00	\$ 11,700.00	\$ 1,975.00	\$ 11,850.00
# 31	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	5	\$ 1,250.00	\$ 6,250.00	\$ 1,775.00	\$ 8,875.00	\$ 1,300.00	\$ 6,500.00	\$ 1,325.00	\$ 6,625.00
# 32	CONSTRUCTION LAYOUT	L SUM	1	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
# 33	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	18	\$ 650.00	\$ 11,700.00	\$ 600.00	\$ 10,800.00	\$ 470.00	\$ 8,460.00	\$ 465.00	\$ 8,370.00
# 34	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 3,200.00	\$ 3,200.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00
# 35	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	790	\$ 50.00	\$ 39,500.00	\$ 49.00	\$ 38,710.00	\$ 52.00	\$ 41,080.00	\$ 60.00	\$ 47,400.00
# 36	HMA DRIVEWAY PAVEMENT, 3"	SQ YD	53	\$ 60.00	\$ 3,180.00	\$ 36.00	\$ 1,908.00	\$ 80.00	\$ 4,240.00	\$ 35.00	\$ 1,855.00
# 37	LAWN AND PARKWAY RESTORATION, SPECIAL - SODDING	SQ YD	413	\$ 20.00	\$ 8,260.00	\$ 16.50	\$ 6,814.50	\$ 25.00	\$ 10,325.00	\$ 20.00	\$ 8,260.00
TOTAL:				\$ 560,941.50		\$ 512,875.22		\$ 514,672.47		\$ 525,000.00	

Denotes Error in Bid Corrected by CBBEL

As-Read Total (If Different): \$ 512,818.22

				SCHROEDER ASPHALT SERVICES INC		BROTHERS ASPHALT PAVING INC		LINDAHL BROTHERS INC		A LAMP CONCRETE CONTRACTORS INC	
NO.	PAY ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
# 1	TREE ROOT PRUNING	EACH	7	\$ 330.00	\$ 2,310.00	\$ 265.00	\$ 1,855.00	\$ 237.00	\$ 1,659.00	\$ 50.00	\$ 350.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	72	\$ 70.00	\$ 5,040.00	\$ 70.00	\$ 5,040.00	\$ 55.00	\$ 3,960.00	\$ 30.00	\$ 2,160.00
# 3	POROUS GRANULAR EMBANKMENT	CU YD	72	\$ 65.00	\$ 4,680.00	\$ 70.00	\$ 5,040.00	\$ 62.50	\$ 4,500.00	\$ 30.00	\$ 2,160.00
# 4	INLET FILTERS	EACH	24	\$ 185.00	\$ 4,440.00	\$ 212.00	\$ 5,088.00	\$ 200.00	\$ 4,800.00	\$ 15.00	\$ 360.00
# 5	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	81	\$ 58.00	\$ 4,698.00	\$ 10.60	\$ 858.60	\$ 40.00	\$ 3,240.00	\$ 53.00	\$ 4,293.00
6	BITUMINOUS MATERIALS (TACK COAT)	POUND	5047	\$ 0.01	\$ 50.47	\$ 0.25	\$ 1,261.75	\$ 0.01	\$ 50.47	\$ 0.01	\$ 50.47
7	LONGITUDINAL JOINT SEALANT	FOOT	2670	\$ 5.00	\$ 13,350.00	\$ 4.52	\$ 12,068.40	\$ 4.27	\$ 11,400.90	\$ 4.50	\$ 12,015.00
8	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	144	\$ 9.00	\$ 1,296.00	\$ 7.00	\$ 1,008.00	\$ 23.00	\$ 3,312.00	\$ 27.00	\$ 3,888.00
9	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	329	\$ 118.00	\$ 38,822.00	\$ 120.00	\$ 39,480.00	\$ 130.00	\$ 42,770.00	\$ 133.50	\$ 43,921.50
10	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	658	\$ 94.50	\$ 62,181.00	\$ 110.00	\$ 72,380.00	\$ 95.00	\$ 62,510.00	\$ 99.75	\$ 65,635.50
# 11	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7"	SQ YD	59	\$ 165.00	\$ 9,735.00	\$ 127.20	\$ 7,504.80	\$ 85.00	\$ 5,015.00	\$ 120.00	\$ 7,080.00
# 12	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	4230	\$ 13.20	\$ 55,836.00	\$ 14.84	\$ 62,773.20	\$ 9.25	\$ 39,127.50	\$ 12.00	\$ 50,760.00
13	DETECTABLE WARNINGS	SQ FT	260	\$ 49.50	\$ 12,870.00	\$ 47.70	\$ 12,402.00	\$ 28.00	\$ 7,280.00	\$ 35.00	\$ 9,100.00
14	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	7120	\$ 2.35	\$ 16,732.00	\$ 3.50	\$ 24,920.00	\$ 4.25	\$ 30,260.00	\$ 3.20	\$ 22,784.00
15	DRIVEWAY PAVEMENT REMOVAL	SQ YD	112	\$ 19.50	\$ 2,184.00	\$ 15.00	\$ 1,680.00	\$ 17.50	\$ 1,960.00	\$ 28.75	\$ 3,220.00
16	SIDEWALK REMOVAL	SQ FT	4230	\$ 1.40	\$ 5,922.00	\$ 2.38	\$ 10,067.40	\$ 2.55	\$ 10,786.50	\$ 2.10	\$ 8,883.00
17	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	712	\$ 40.00	\$ 28,480.00	\$ 50.00	\$ 35,600.00	\$ 55.00	\$ 39,160.00	\$ 47.50	\$ 33,820.00
# 18	CLASS D PATCHES, 2 INCH (SPECIAL) - SKIP PATCHING (SPRING 2025 COMPLETION)	SQ YD	2400	\$ 23.50	\$ 56,400.00	\$ 30.00	\$ 72,000.00	\$ 27.50	\$ 66,000.00	\$ 35.00	\$ 84,000.00
# 19	CLASS D PATCHES, 2 INCH (SPECIAL) - SKIP PATCHING (FALL 2025 COMPLETION)	SQ YD	1250	\$ 26.00	\$ 32,500.00	\$ 30.00	\$ 37,500.00	\$ 32.50	\$ 40,625.00	\$ 40.00	\$ 50,000.00
# 20	CLASS D PATCHES, 8 INCH (SPECIAL) - SKIP PATCHING (SPRING 2025 COMPLETION)	SQ YD	315	\$ 80.00	\$ 25,200.00	\$ 100.00	\$ 31,500.00	\$ 120.00	\$ 37,800.00	\$ 100.00	\$ 31,500.00
# 21	CLASS D PATCHES, 8 INCH (SPECIAL) - SKIP PATCHING (FALL 2025 COMPLETION)	SQ YD	215	\$ 83.00	\$ 17,845.00	\$ 100.00	\$ 21,500.00	\$ 125.00	\$ 26,875.00	\$ 105.00	\$ 22,575.00
# 22	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	5	\$ 205.00	\$ 1,025.00	\$ 196.10	\$ 980.50	\$ 185.00	\$ 925.00	\$ 450.00	\$ 2,250.00
# 23	FRAMES AND GRATES, TYPE 3	EACH	13	\$ 670.00	\$ 8,710.00	\$ 689.00	\$ 8,957.00	\$ 650.00	\$ 8,450.00	\$ 625.00	\$ 8,125.00
# 24	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	10	\$ 510.00	\$ 5,100.00	\$ 477.00	\$ 4,770.00	\$ 450.00	\$ 4,500.00	\$ 500.00	\$ 5,000.00
25	CONCRETE CURB, TYPE B	FOOT	140	\$ 55.00	\$ 7,700.00	\$ 53.00	\$ 7,420.00	\$ 51.25	\$ 7,175.00	\$ 36.00	\$ 5,040.00
# 26	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	\$ 33,500.00	\$ 33,500.00	\$ 11,120.00	\$ 11,120.00	\$ 47,000.00	\$ 47,000.00	\$ 77,250.00	\$ 77,250.00
# 27	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	\$ 1.00	\$ 1.00	\$ 1,648.00	\$ 1,648.00	\$ 10,000.00	\$ 10,000.00	\$ 1.00	\$ 1.00
28	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	400	\$ 8.00	\$ 3,200.00	\$ 7.63	\$ 3,052.00	\$ 5.75	\$ 2,300.00	\$ 3.25	\$ 1,300.00
29	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	105	\$ 16.75	\$ 1,758.75	\$ 15.31	\$ 1,607.55	\$ 14.00	\$ 1,470.00	\$ 9.00	\$ 945.00
# 30	SANITARY MANHOLES TO BE ADJUSTED	EACH	6	\$ 1,915.00	\$ 11,490.00	\$ 1,961.00	\$ 11,766.00	\$ 1,850.00	\$ 11,100.00	\$ 1,050.00	\$ 6,300.00
# 31	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	5	\$ 1,325.00	\$ 6,625.00	\$ 1,325.00	\$ 6,625.00	\$ 1,250.00	\$ 6,250.00	\$ 750.00	\$ 3,750.00
# 32	CONSTRUCTION LAYOUT	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 4,235.00	\$ 4,235.00	\$ 1,500.00	\$ 1,500.00	\$ 5,400.00	\$ 5,400.00
# 33	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	18	\$ 500.00	\$ 9,000.00	\$ 461.00	\$ 8,298.00	\$ 435.00	\$ 7,830.00	\$ 700.00	\$ 12,600.00
# 34	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	\$ 1,600.00	\$ 1,600.00	\$ 1,537.00	\$ 1,537.00	\$ 1,450.00	\$ 1,450.00	\$ 2,125.00	\$ 2,125.00
# 35	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	790	\$ 53.00	\$ 41,870.00	\$ 51.83	\$ 40,945.70	\$ 43.00	\$ 33,970.00	\$ 63.50	\$ 50,165.00
# 36	HMA DRIVEWAY PAVEMENT, 3"	SQ YD	53	\$ 50.00	\$ 2,650.00	\$ 40.00	\$ 2,120.00	\$ 45.00	\$ 2,385.00	\$ 55.00	\$ 2,915.00
# 37	LAWN AND PARKWAY RESTORATION, SPECIAL - SODDING	SQ YD	413	\$ 33.00	\$ 13,629.00	\$ 34.29	\$ 14,161.77	\$ 21.00	\$ 8,673.00	\$ 20.00	\$ 8,260.00
				\$ 555,930.22		\$ 590,770.67		\$ 598,069.37		\$ 649,981.47	

Denotes Error in Bid Corrected by CBBEL

As-Read Total (If Different):

DRAFT 5.6.2025
RESOLUTION NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

DATE: May 12, 2025.

OTHER: None.

A RESOLUTION ACCEPTING THE LOW BID AND
AUTHORIZING THE APPROVAL AND EXECUTION
OF A CONSTRUCTION CONTRACT FOR THE 2025
MOTOR FUEL TAX (MFT) ROADWAY
RESURFACING PROJECT TO BE ENTERED INTO
WITH THE LOWEST COST, QUALIFIED AND
RESPONSIVE BIDDER MURPHY CONSTRUCTION
SERVICES, LLC, AND AUTHORIZING THE
EXPENDITURE OF VILLAGE MFT FUNDS, THE
VILLAGE’S GENERAL FUND, AND/OR MONIES
FROM OTHER LAWFUL SOURCES (CONTRACT
PRICE: \$512,818.22)

WHEREAS, the Village of Western Springs (the “Village”) desires to undertake the complete asphalt resurfacing of approximately 0.5 miles of 45th Street between Gilbert Avenue and Wolf Road in the Village’s Ridgeacres Subdivision, which will include asphalt pavement milling, structure frame and grate adjustments, removal and replacement of damaged concrete curb and gutters, intersection sidewalk ramp upgrades for ADA compliance, and new asphalt surface overlay, as well as annual asphalt street patching of various roadways throughout the Village as part of the 2025 Motor Fuel Tax (MFT) Asphalt Roadway Resurfacing Project (the “Project”); and

WHEREAS, based on the competitive bidding of the Project, Murphy Construction Services, LLC of Burr Ridge, Illinois (the “Contractor”) submitted the lowest, qualified, responsive bid in the amount of \$512,818.22 (the “Low Bid” or the “Project Contract Price”) to complete the Project. A Project Bid Tabulation was prepared by Christopher B. Burke Engineering, Ltd. (the “Project Engineer”), which determined and identified the Contractor as the lowest cost, qualified, responsive bidder for the Project; and

WHEREAS, the Project Construction Costs will come from the Village’s MFT funds, the Village’s General Fund, and/or monies from other lawful sources; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village Board”) desire to approve and enter into a construction contract (“Construction Contract”) with the Contractor for completion of the Project, and to accept and award the Low Bid submitted by the Contractor for the completion of the Project. Copies of the Construction Contract and the Contractor’s Low Bid and related bid documents are attached hereto as **Group Exhibit “A”** and made a part hereof; and

WHEREAS, at an open public meeting held on May 6, 2025, the Public Works and Water Committee (the “Committee”) reviewed the terms and conditions of the Low Bid and the Construction Contract for the Project, received input from Village staff and provided an opportunity for public input. At its May 6, 2025 meeting, the Committee favorably recommended to the Village Board approval of the Low Bid and the Construction Contract; and

WHEREAS, at an open public meeting held on May 12, 2025, the Village Board reviewed and discussed the Project and the Committee’s recommendation and received input from the Village staff and provided an opportunity for public input. At its May 12, 2025 Regular Village Board Meeting, the Village

Board reviewed and discussed the Project, the Low Bid and the Construction Contract and the Committee's recommendation for this matter. The Village Board agreed to accept and approve the Low Bid submitted by the Contractor and to approve and enter into the Construction Contract with the Contractor for completion of the Project; and

WHEREAS, the President and Board of Trustees of the Village are authorized, pursuant to the statutory and constitutional powers set forth at Article VII (Local Government), Section 7 (Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), to accept and approve the Low Bid and to approve and enter into the Construction Contract with the Contractor, and they find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to take such action.

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

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

Section 2: Approval and Execution of Construction Agreement. The President and Board of Trustees of the Village of Western Springs accept and approve the attached Low Bid submitted by the Contractor, and approve and authorize the execution of the Construction Contract with the Contractor for completion of the Project, in substantially the form attached hereto as **Group Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Construction Contract.. The President and Board of Trustees further authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Construction Contract.

Section 3: Appropriation and Authorization of Expenditure of Village Funds. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the use of MFT funds and/or funds from the Village's General Fund or other lawful sources to pay the Contractor to complete the Project and to pay all other Village approved costs that are necessary to fulfill the Village's obligations under the Construction Contract.

Section 4: Delivery of Contract and Other Documents. After their approval and execution by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and executed versions of the attached Low Bid document and the Construction Contract to IDOT, the Contractor, and to any other necessary parties or governmental oversight jurisdiction for submittal and record retention purposes.

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 12th day of May, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**Construction Contract to Be Entered Into
With Murphy Construction Services, LLC of Burr Ridge, Illinois
for the 2025 MFT Resurfacing Project**

and

**Bid Document
submitted by Murphy Construction Services, LLC of Burr Ridge, Illinois
for Completion of the 2025 MFT Resurfacing Project**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION ACCEPTING THE LOW BID AND AUTHORIZING
THE APPROVAL AND EXECUTION OF A CONSTRUCTION CONTRACT
FOR THE 2025 MOTOR FUEL TAX (MFT) ROADWAY RESURFACING PROJECT
TO BE ENTERED INTO WITH THE LOWEST COST, QUALIFIED AND RESPONSIVE BIDDER
MURPHY CONSTRUCTION SERVICES, LLC, AND AUTHORIZING THE EXPENDITURE OF VILLAGE
MFT FUNDS, THE VILLAGE'S GENERAL FUND, AND/OR MONIES FROM OTHER LAWFUL SOURCES
(CONTRACT PRICE: \$512,818.22)**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 12th day of May, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 12th day of May, 2025.

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

AYES:_____

NAYS:_____

ABSENT:_____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 12th day of May, 2025.

Edward Tymick, Village Clerk

SEAL

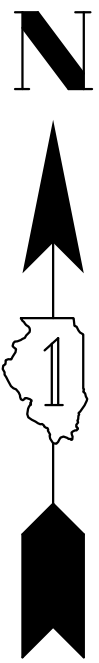
VILLAGE OF WESTERN SPRINGS, ILLINOIS

2025 MFT RESURFACING PROJECT

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	25-00106-00-RS	COOK	12	1
		ILLINOIS	CONTRACT NO.	

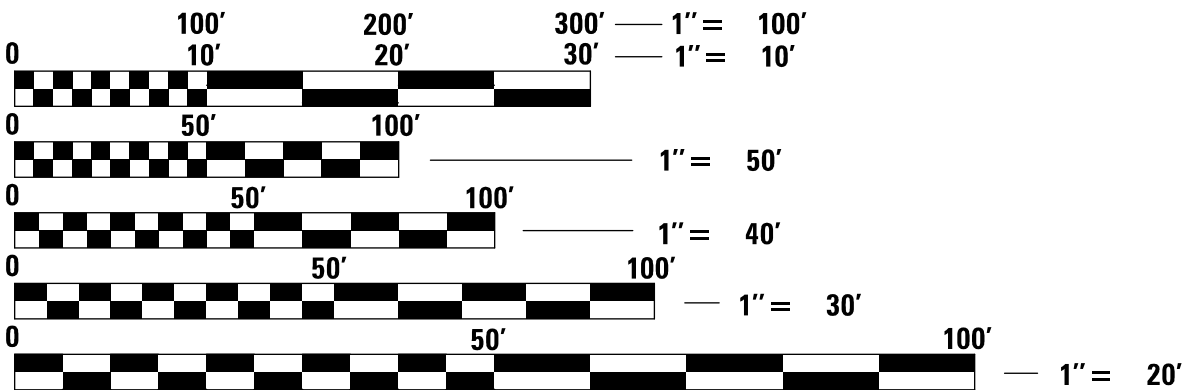
FOR INDEX OF SHEETS, SEE SHEET NO. 2

SECTION 25-00106-00-RS
COOK COUNTY, ILLINOIS
45TH STREET: WOLF ROAD TO GILBERT AVENUE



NOTE:

A LIST OF ANTICIPATED SKIP PATCHING STREETS WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO CONSTRUCTION. SKIP PATCHING WILL BE LOCATED ON VARIOUS STREETS WITHIN THE VILLAGE AND FINAL LOCATIONS WILL BE MARKED IN THE FIELD BY THE ENGINEER. CONTRACTOR SHALL CONFIRM FINAL PATCHING LOCATIONS WITH THE VILLAGE/ENGINEER PRIOR TO STARTING SKIP PATCHING OPERATIONS.



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.
WITH THE FOLLOWING:
COUNTY COOK
CITY-TOWNSHIP LYONS

CALL JULIE 811
48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN., & HOLIDAYS



MFT PROJECT LOCATION

GROSS LENGTH = 2,670 FT. = 0.51 MILES
NET LENGTH = 2,670 FT. = 0.51 MILES

1/27/2025
DATE

ALEX J. SCHAEFER
ILLINOIS REGISTRATION No. 062-071146
EXPIRATION DATE: 11/30/25

CHRISTOPHER B. BURKE ENGINEERING, LTD.
16221 W. 159th Street, Suite 201
Lockport, Illinois 60441
(815) 770-2850

PROFESSIONAL DESIGN FIRM NO. 184-001175
EXPIRATION DATE: 04/30/25

GENERAL NOTES

INDEX OF SHEETS

DESCRIPTION	SHEET NO.
TITLE SHEET	1
INDEX OF SHEETS, HIGHWAY STANDARDS, AND GENERAL NOTES	2
SUMMARY OF QUANTITIES	3
TYPICAL SECTIONS	4
PROPOSED ROADWAY PLAN	5-7
CONSTRUCTION DETAILS	8-9
IDOT DISTRICT 1 STANDARD DETIALS	10-12

HIGHWAY STANDARDS

000001-08 - STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
424001-11 - PERPENDICULAR CURB RAMPS FOR SIDEWALKS
442201-03 - CLASS C AND D PATCHES
604001-05 - FRAME AND LIDS TYPE 1
604006-05 - FRAME AND GRATE TYPE 3
606001-08 - CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER
701301-04 - LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
701501-06 - URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
701801-06 - SIDEWALK, CORNER OR CROSSWALK CLOSURE
701901-08 - TRAFFIC CONTROL DEVICES
780001-05 - TYPICAL PAVEMENT MARKINGS

SPECIFICATIONS, STANDARDS AND SPECIAL PROVISIONS

1.

ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION”, ADOPTED JANUARY 1, 2022; THE “SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS”, THE LATEST REVISION; THE LATEST EDITION OF THE “ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS” (IMUTCD), “THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS” 2020 EIGHTH EDITION, THE “DETAILS” IN THE PLANS AND THE “SPECIAL PROVISIONS” INCLUDED IN THE CONTRACT DOCUMENTS.
2.

ANY REFERENCE TO STANDARDS THROUGHOUT THE PLANS OR SPECIAL PROVISIONS SHALL BE INTERPRETED AS THE LATEST IDOT HIGHWAY STANDARD.
3.

CODES OF THE IEPA TITLE 35, AND O.S.H.A. SHALL BE ADHERED TO FOR THE CONSTRUCTION OF THIS PROJECT. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ADHERENCE TO THESE (NOT THE VILLAGE'S OR THE ENGINEER'S).
4.

ALL TRAFFIC CONTROL AND OTHER ADVISORY SIGNS NEEDED FOR CONSTRUCTION ARE TO BE FURNISHED BY THE CONTRACTOR IN ACCORDANCE WITH SECTION 700 OF THE STANDARD SPECIFICATIONS.
5.

ALL REQUIRED PERMITS FROM THE PROPER GOVERNING AGENCY SHALL BE OBTAINED FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHEETING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE AGENCY, AT THE CONTRACTOR'S OWN EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC.

STAKING

6.

THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL SECTION OR SUBSECTION MONUMENTS OR PROPERTY OR REFERENCE MARKERS UNTIL THE VILLAGE, THE VILLAGE'S AGENT OR AN AUTHORIZED SURVEYOR HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATIONS.

UTILITIES

7.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE OWNERS OF ALL EXISTING FACILITIES SO THAT THE UTILITIES AND THEIR APPURTENANCES MAY BE LOCATED AND ADJUSTED OR MOVED, IF NECESSARY, PRIOR TO THE START OF CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL COOPERATE WITH ALL UTILITY OWNERS AS PROVIDED FOR IN THE STANDARD SPECIFICATIONS.
8.

THE LOCATIONS OF EXISTING DRAINAGE AND UTILITY STRUCTURES ARE APPROXIMATE, AND THE VILLAGE DOES NOT GUARANTEE THEIR ACCURACY. THEIR EXACT LOCATIONS ARE TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
9.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR SURFACE UTILITIES AND SEWER EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY SEWER OR UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER OR VILLAGE. THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.
10.

BEFORE STARTING ANY EXCAVATING, THE CONTRACTOR SHALL CALL “J.U.L.I.E.” AT 811 OR AT 800-892-0123 FOR FIELD LOCATIONS OF BURIED ELECTRIC, TELEPHONE, CABLE AND GAS FACILITIES AND THE VILLAGE OF WESTERN SPRINGS FOR FIELD LOCATIONS OF BURIED WATER, SANITARY AND STORM FACILITIES (2 WORKING DAYS ADVANCE NOTIFICATION IS REQUIRED).
11.

ALL UTILITY CONNECTIONS TO EXISTING LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REGULATIONS AND TO THE SATISFACTION OF THE UTILITY OWNER.
12.

WHENEVER DURING CONSTRUCTION OPERATIONS ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF UTILITY STRUCTURES SUCH THAT THE NATURAL FLOW OF WATER IS OBSTRUCTED, IT SHALL BE REMOVED IMMEDIATELY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL UTILITY STRUCTURES SHALL BE FREE FROM DIRT AND DEBRIS. THE WORK SPECIFIED ABOVE WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE CONTRACT.
13.

WHEN EXISTING DRAINAGE FACILITIES ARE DISTURBED, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY OUTLETS AND CONNECTIONS FOR ALL PRIVATE OR PUBLIC DRAINS, SEWERS OR CATCH BASINS. THE CONTRACTOR SHALL PROVIDE FACILITIES TO TAKE IN ALL STORM WATER WHICH WILL BE RECEIVED BY THESE DRAINS AND SEWERS AND DISCHARGE THE SAME. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFICIENT PUMPING PLAN, IF NECESSARY, AND A TEMPORARY OUTLET AND BE PREPARED AT ALL TIMES TO DISPOSE OF THE WATER RECEIVED FROM THESE TEMPORARY CONNECTIONS UNTIL SUCH TIME AS THE PERMANENT CONNECTIONS WITH SEWERS ARE BUILT AND IN SERVICE. THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE CONTRACT.
14.

ANY EXISTING OR PROPOSED UTILITY DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE VILLAGE.
15.

THE CONTRACTOR SHALL CONFIRM ALL EXISTING STORM SEWER AND SANITARY SEWER PIPE SIZES AND INVERTS PRIOR TO ORDERING STRUCTURES. ANY MODIFICATIONS OF STRUCTURES DUE TO THE FAILURE OF THE CONTRACTOR TO PERFORM THIS TASK SHALL BE AT THE CONTRACTOR'S EXPENSE AND MAY LEAD TO THE REJECTION OF THE STRUCTURE IN THE FIELD.
16.

ANY PORTIONS OF SEWER AND MISSION COUPLINGS/CONCRETE COLLARS NEEDED TO CONNECT (EXTEND) EXISTING SEWERS TO PROPOSED DRAINAGE AND UTILITY STRUCTURES SHALL BE CONSIDERED INCLUDED IN THE COST OF THE STRUCTURE. PROPOSED SEWER SHALL BE STORM OR SANITARY SEWER OF TYPE AND SIZE REQUIRED.

MISCELLANEOUS

17.

DIMENSIONS: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND CONDITIONS EXISTING IN THE FIELD PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
18.

BARRICADES: THE CONTRACTOR SHALL PROVIDE AND INSTALL TWO (2) WEIGHTED SAND BAGS ON EACH TYPE I OR TYPE II BARRICADE USED (ONE (1) WEIGHTED SAND BAG ACROSS EACH BOTTOM RAIL).
19.

RELOCATING EXISTING SIGNS: EXISTING SIGNS, EXCLUDING STOP SIGNS, WHICH ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED AND REINSTALLED UPON COMPLETION OF CONFLICTING IMPROVEMENTS IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION “MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES” AND THE “STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS”. ALL STOP SIGNS IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE IMMEDIATELY RELOCATED UNTIL COMPLETION OF CONFLICTING IMPROVEMENTS. UPON COMPLETION OF CONFLICTING IMPROVEMENTS, STOP SIGNS SHALL BE REINSTALLED AT THE PROPER LOCATION. STOP SIGNS SHALL BE VISIBLE TO MOTORISTS AT ALL TIMES. THIS WORK SHALL BE INCLUDED IN THE COST OF THE TRAFFIC CONTROL AND PROTECTION.
20.

PAY ITEMS IN THE SUMMARY OF QUANTITIES HAVE BEEN ESTIMATED. IF, IN THE ENGINEER'S OPINION, THE WORK IS NOT REQUIRED, THE ITEM WILL BE DEDUCTED FROM THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
21.

THE SAFE AND ORDERLY PASSAGE OF TRAFFIC AND PEDESTRIANS SHALL BE PROVIDED WHERE OPERATIONS ABUT PUBLIC THOROUGHFARES AND ADJACENT PROPERTY.
22.

NO BURNING OR INCINERATION OF RUBBISH WILL BE PERMITTED ON SITE.
23.

NO CONSTRUCTION ACTIVITY SHALL BEGIN UNTIL ALL PROPER SIGNS AND BARRICADES HAVE BEEN INSTALLED.

24.

CONTRACTOR IS REQUIRED TO COMPLETE DRIVEWAY AND CURB AND GUTTER CONSTRUCTION ON ONE SIDE OF THE STREET BEFORE STARTING ON THE OPPOSITE SIDE. RESIDENTS SHALL HAVE ACCESS TO THEIR DRIVEWAYS ON AT LEAST ONE SIDE OF THE STREET AT ALL TIMES.
25.

ACCESS TO DRIVEWAYS SHALL BE PROVIDED AT ALL TIMES EXCEPT WHEN CONSTRUCTION IS DIRECTLY ADJACENT TO THE DRIVEWAY. IN AREAS WHERE THE EXISTING DRIVEWAY, SIDEWALK OR CURB AND GUTTER IS TO BE REMOVED, THE REMOVAL AND DISPOSAL OF ANY ADDITIONAL MATERIAL REQUIRED TO ESTABLISH THE PROPOSED IMPROVEMENTS GRADE SHALL BE INCLUDED IN THE COST OF THE ASSOCIATED PAY ITEM.
26.

THE CONTRACTOR SHALL NOTIFY RESIDENTS WHEN ACCESS TO THEIR DRIVEWAYS WILL BE TEMPORARILY CLOSED DUE TO CURB AND GUTTER REPLACEMENT OR DRIVEWAY REPLACEMENT. THE CONTRACTOR SHALL DISTRIBUTE NOTICES A DAY IN ADVANCE AND SHALL KNOCK ON THE DOOR DIRECTLY IN ADVANCE OF THE CLOSURE.
27.

CURB AND GUTTER SHALL BE DEPRESSED AT DRIVEWAYS AND SIDEWALK RAMPS IN ACCORDANCE WITH THE IDOT HIGHWAY STANDARDS. SIDEWALK RAMPS SHALL BE CONSTRUCTED TO IDOT HIGHWAY STANDARDS AND CURRENT ADA STANDARDS FOR HANDICAP ACCESSIBILITY.
28.

NO STOCKPILES OF MATERIAL WILL BE ALLOWED OVERNIGHT UNLESS APPROVED BY THE ENGINEER.
29.

MAILBOXES WHICH ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS (DRIVEWAYS) OR CONSTRUCTION OPERATIONS (CURB) SHALL BE REMOVED, TEMPORARILY RELOCATED, AND RESET UPON COMPLETION OF THE PROPOSED IMPROVEMENTS AS DIRECTED BY THE ENGINEER. POSTS WHICH ARE DAMAGED OR UNUSABLE SHALL BE REPLACED IN-KIND AND INSTALLED TO THE LATEST WESTERN SPRINGS STANDARDS. ALL POSTS SHALL BE SET IN CONCRETE. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE COST OF THE CONTRACT.
30.

STREETS WITH PATCHING ON BOTH SIDES OF THE STREET SHALL BE EXCAVATED AND PAVED ONE HALF AT A TIME.
31.

ALL ROADS MUST HAVE ONLY ONE LONGITUDINAL JOINT WHEN PAVING.
32.

SURFACE OR BINDER STARTED ON ANY STREET SHALL BE COMPLETED ON THAT SAME DAY. NO TRANSVERSE JOINTS SHALL BE ALLOWED.
33.

FINAL HMA SURFACE COURSE SHALL NOT BE APPLIED UNTIL ALL OTHER WORK IN ALL AREAS OF THE PROJECT IS COMPLETE, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
34.

ALL PEDESTRIAN ROUTES CONSTRUCTED OR RECONSTRUCTED AS PART OF THIS PROJECT SHALL BE ADA COMPLIANT.
35.

ALL PROPOSED SIDEWALK SHOWN ON THE PLANS IS FOR ADA COMPLIANCE AT INTERSECTIONS OR FOR PROFILE ADJUSTMENTS/REALIGNMENTS. ADDITIONAL SIDEWALK REMOVAL AND REPLACEMENT WILL BE MARKED IN THE FIELD BY THE ENGINEER.
36.

ALL SLURRY GENERATED BY SAW CUTTING OF ANY REMOVAL ITEM SHALL BE WASHED OFF THE PAVEMENT AT THE TIME THAT THE SAW CUTTING IS COMPLETED. NO AREA OF PAVEMENT SHALL BE OPENED TO TRAFFIC UNTIL WASHING OCCURS.
37.

AT THE END OF EACH DAY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT ALL STREETS ADJACENT TO THE PROJECT ARE FREE OF ALL CONSTRUCTION RELATED DEBRIS INCLUDING DIRT, STONE, NAILS, ETC. THE WORK SHALL BE DONE TO THE SATISFACTION OF THE ENGINEER AND VILLAGE OF WESTERN SPRINGS.
38.

ALL REMOVAL OR EXCAVATION ITEMS BEING DISPOSED OF AT AN UNCONTAMINATED SOIL FILL OPERATION OR CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) FILL SITE SHALL MEET THE REQUIREMENTS OF PUBLIC ACT 96-1416. ALL COSTS ASSOCIATED WITH MEETING THESE REQUIREMENTS SHALL BE INCLUDED IN THE UNIT PRICE COST FOR THE ASSOCIATED REMOVAL OR EXCAVATION ITEMS IN THE CONTRACT. THESE COSTS SHALL INCLUDE BUT ARE NOT LIMITED TO ALL REQUIRED TESTING, LAB ANALYSIS, CERTIFICATION BY A LICENSED PROFESSIONAL ENGINEER, AND STATE AND LOCAL TIPPING FEES. A COPY OF IEPA LPC-662 FORMS IS INCLUDED IN THE SPECIFICATION BOOKLET.
39.

CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL PRIVATE AMENITIES, INCLUDING BUT NOT LIMITED TO IRRIGATION SYSTEMS, INVISIBLE DOG FENCES, ETC. ANY PRIVATE AMENITIES THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE.
40.

TREE PROTECTION SHALL BE INSTALLED PER THE VILLAGE DETAIL IN ACCORDANCE WITH VILLAGE REQUIREMENTS AND AS DIRECTED BY THE ENGINEER.
41.

THE CONTRACTOR'S RESPONSIBILITY FOR EROSION CONTROL SHALL EXTEND THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DRAINAGE STRUCTURES WITHIN AREAS DISTURBED BY CONSTRUCTION SHALL HAVE INLET PROTECTION BASKETS INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION. INLET BASKETS INSTALLED IN THE PUBLIC WORKS PARKING LOT SHALL BE LEFT IN THE STRUCTURES PERMANENTLY AFTER CONSTRUCTION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

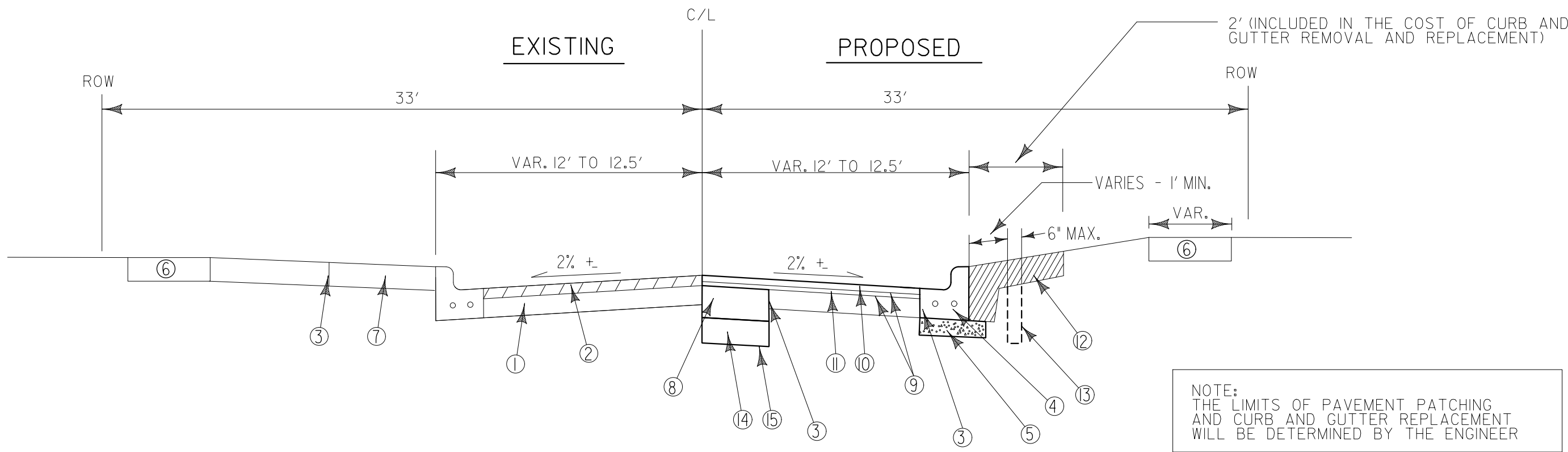
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		DRAWN – AW	REVISED –								25-00106-00-RS	COOK	12	2
	PLOT SCALE = N.T.S.	CHECKED – AJS	REVISED –							CONTRACT NO.				
	PLOT DATE = 1/27/2025	DATE – 1/27/2025	REVISED –							ILLINOIS FED. AID PROJECT				
		SCALE: N.T.S.	SHEET 1	OF 1	SHEETS	STA.	TO STA.							

SUMMARY OF QUANTITIES

	NO.	ITEM	UNIT	45TH STREET	VARIUS STREETS (HMA SKIP PATCHING)
#	1	TREE ROOT PRUNING	EACH	7	0
	2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	72	0
#	3	POROUS GRANULAR EMBANKMENT	CU YD	72	0
#	4	INLET FILTERS	EACH	24	0
#	5	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	81	0
	6	BITUMINOUS MATERIALS (TACK COAT)	POUND	5047	0
	7	LONGITUDINAL JOINT SEALANT	FOOT	2670	0
	8	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	144	0
	9	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	329	0
	10	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	658	0
#	11	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7"	SQ YD	59	0
#	12	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	4230	0
	13	DETECTABLE WARNINGS	SQ FT	260	0
	14	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	7120	0
	15	DRIVEWAY PAVEMENT REMOVAL	SQ YD	112	0
	16	SIDEWALK REMOVAL	SQ FT	4230	0
#	17	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	712	0
#	18	CLASS D PATCHES, 2 INCH (SPECIAL) - SKIP PATCHING (SPRING 2025 COMPLETION)	SQ YD	0	2700
#	19	CLASS D PATCHES, 2 INCH (SPECIAL) - SKIP PATCHING (FALL 2025 COMPLETION)	SQ YD	0	1250
#	20	CLASS D PATCHES, 8 INCH (SPECIAL) - SKIP PATCHING (SPRING 2025 COMPLETION)	SQ YD	0	235
#	21	CLASS D PATCHES, 8 INCH (SPECIAL) - SKIP PATCHING (FALL 2025 COMPLETION)	SQ YD	0	215
#	22	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	5	0
#	23	FRAMES AND GRATES, TYPE 3	EACH	13	0
#	24	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	10	0
	25	CONCRETE CURB, TYPE B	FOOT	140	0
#	26	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	0
#	27	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	0
	28	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	400	0
	29	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	105	0
#	30	SANITARY MANHOLES TO BE ADJUSTED	EACH	6	0
#	31	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	5	0
#	32	CONSTRUCTION LAYOUT	L SUM	1	0
#	33	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	18	0
#	34	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	0
#	35	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	790	0
#	36	HMA DRIVEWAY PAVEMENT, 3"	SQ YD	53	0
#	37	LAWN AND PARKWAY RESTORATION, SPECIAL - SODDING	SQ YD	413	0

INDICATES SPECIAL PROVISION

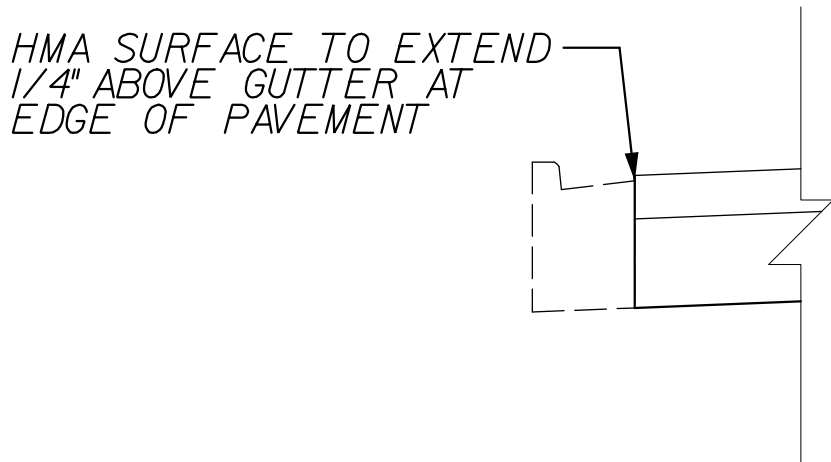
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		DRAWN - AW	REVISED -						25-00106-00-RS	COOK	12	3
		PLOT SCALE = N.T.S.	CHECKED - AJS					CONTRACT NO.				
		PLOT DATE = 1/27/2025	DATE - 1/27/2025		SCALE: N.T.S.	SHEET 1	OF 1 SHEETS	STA.	TO STA.	ILLINOIS FED. AID PROJECT		



- 1. EXISTING FULL DEPTH HMA PAVEMENT (VAR. DEPTH 4.5" TO 9", SEE PAVEMENT CORES) WITH COMBINATION CURB AND GUTTER
- 2. HMA SURFACE REMOVAL, 2"
- 3. FULL DEPTH SAW CUT - (INCLUDED IN COST OF REMOVAL ITEMS)
- 4. SPOT CURB & GUTTER REMOVAL & REPLACEMENT WITH 2-#4 DOWEL BARS, AS DIRECTED BY ENGINEER (SEE SHEET 8 FOR DETAIL)
- 5. SUB-BASE GRANULAR MATERIAL, TYPE B, 4" MINIMUM, UNDER CURB & GUTTER REPLACEMENT
- 6. EXISTING PCC WALK
- 7. DRIVEWAY PAVEMENT REMOVAL AND REPLACMENT AS DIRECTED BY ENGINEER (SEE SHEET 8 FOR DETAIL)
- 8. CLASS D PATCHES, 6" (SPECIAL), AS DIRECTED BY ENGINEER
- 9. BITUMINOUS MATERIALS (TACK COAT)
- 10. HMA SURFACE COURSE, MIXTURE "D", IL-9.5, N50 (1.5")
- 11. POLYMERIZED HMA BINDER COURSE, IL-4.75, N50 (3/4")
- 12. LAWN AND PARKWAY RESTORATION, SPECIAL - SODDING (INCLUDED IN COST OF CURB AND GUTTER REMOVAL AND REPLACEMENT)
- 13. ROOT PRUNING, 18" DEPTH MINIMUM, WHERE MARKED BY ENGINEER, PRIOR TO EXCAVATION
- 14. REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL AND REPLACEMENT WITH POROUS GRANULAR EMBANKMENT (AS DIRECTED BY ENGINEER)
- 15. GEOTECHNICAL FABRIC FOR GROUND STABILIZATION (AS DIRECTED BY ENGINEER)

TYPICAL CROSS SECTION
45TH STREET

HMA SURFACE DETAIL

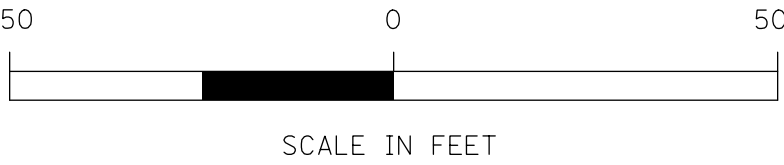
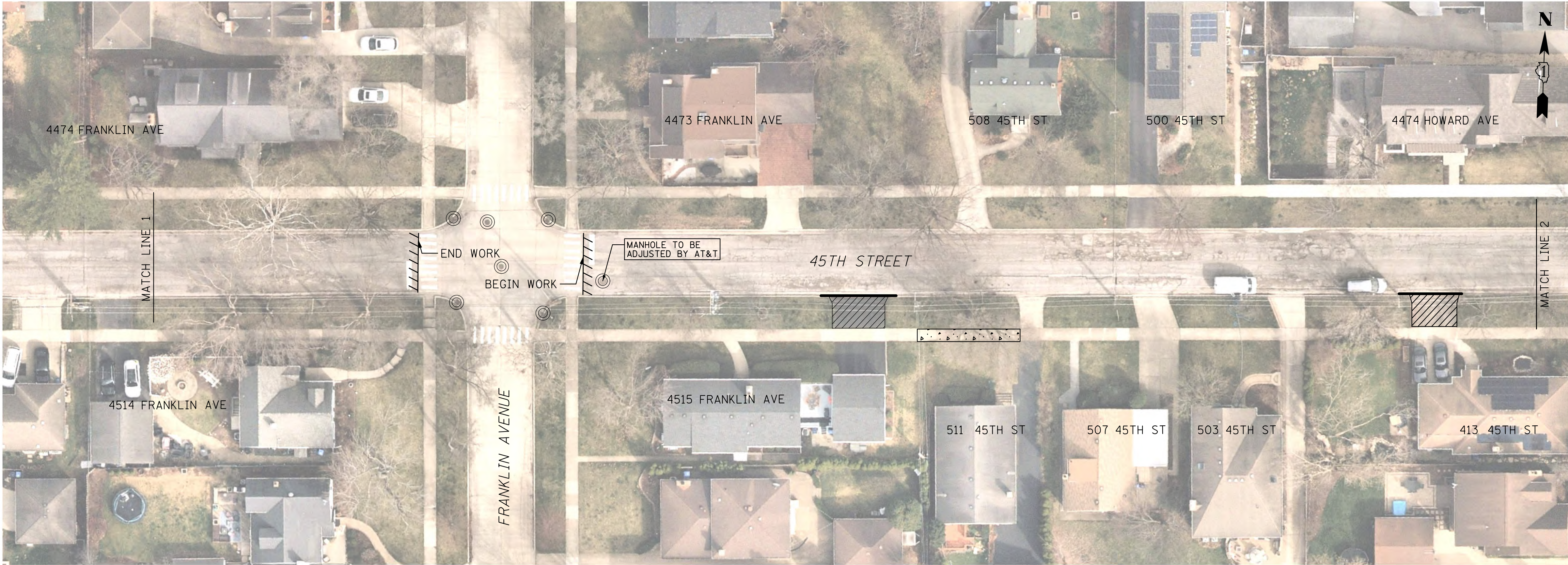
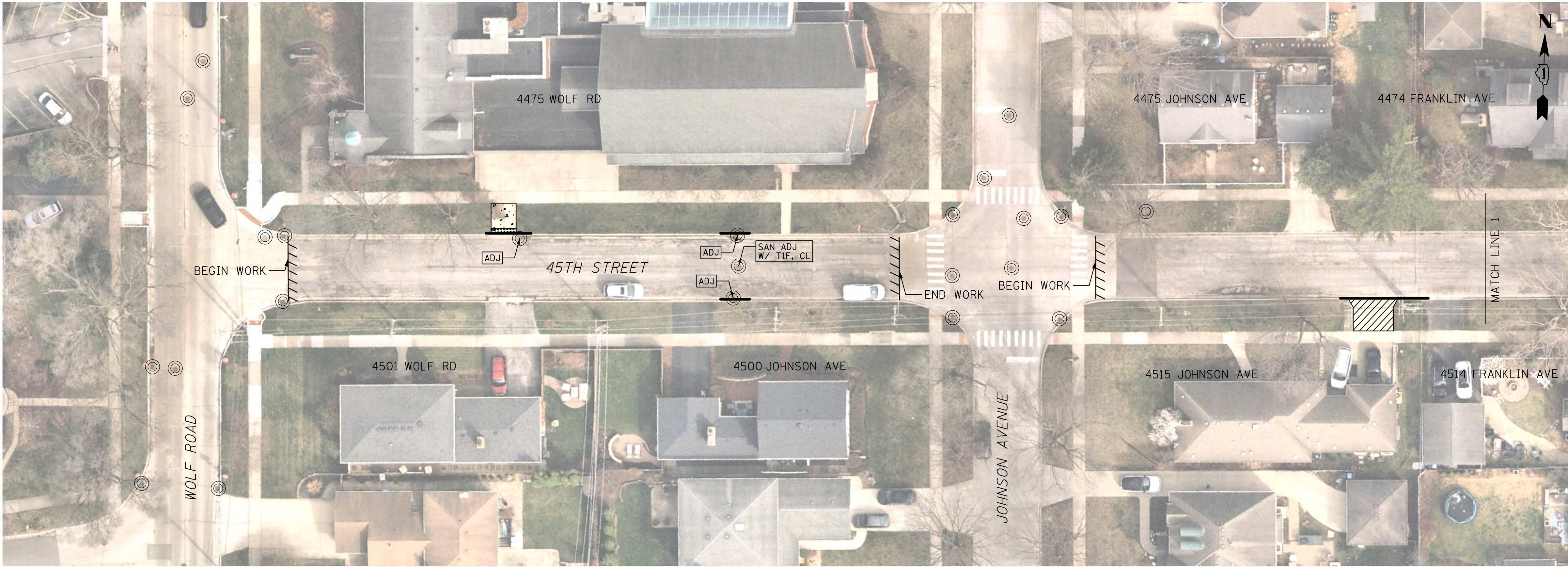


HOT-MIX ASPHALT-MIX SELECTION

MIXTURE TYPE	VOIDS	QMP
PAVEMENT PATCHES		
CLASS D PATCHES (HMA BINDER, IL-19.0, N70)	4% AT 70 GYR.	LR 1030-2
RESURFACING		
HMA SURFACE COURSE, MIX "D", IL-9.5, N50	4% AT 50 GYR.	LR 1030-2
POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	3.5% AT 50 GYR.	LR 1030-2
DRIVEWAYS		
HMA SURFACE COURSE, MIX "D", IL-9.5, N50 (2 LIFTS)	4% AT 50 GYR.	LR 1030-2

- 1. THE UNIT WEIGHT USED TO CALCULATE ALL HMA SURFACE MIXTURE QUANTITIES IS 112 LB/SY PER INCH THICKNESS
- 2. THE "AC TYPE FOR POLYMERIZED HMA MIXES SHALL BE "SBS/SBR PG 76-22" AND FOR NON-POLYMERIZED HMA THE "AC TYPE SHALL BE "PG 64-22" UNLESS MODIFIED BY RECLAIMED MATERIALS SPECIAL PROVISIONS

1/27/2025 PRINT SCALE: 1"= 25' N:\WESTERNSPRINGS\240505\CIVIL\05_P\PLN_01_240505.sht



- LEGEND**
- ////// LIMIT OF WORK
 - [diagonal lines] EX DRIVEWAY REMOVAL & REPLACEMENT
 - [cross-hatch] CLASS D PATCH, 6" (SPECIAL)
 - [solid line] EX CONC CURB AND GUTTER REMOVAL AND REPLACEMENT
 - [circle with dot] EX DRAINAGE & UTILITY STRUCTURES
 - [ADJ] STRUCTURES TO BE ADJUSTED
 - [ADJ SPL] FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)
 - [SAN ADJ] SANITARY MANHOLES TO BE ADJUSTED (SPECIAL)
 - [dotted pattern] EX SIDEWALK REMOVAL & REPLACEMENT (SEE ADA CORNER DETAILS)
 - [grid pattern] DETECTABLE WARNINGS

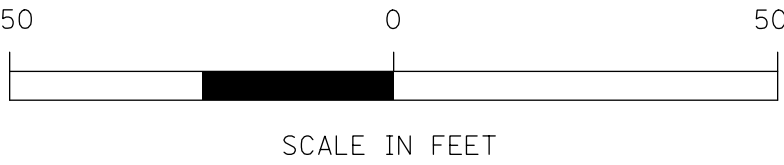
- NOTES**
- 1.ENTIRE STREET SHALL BE RESURFACED IN ACCORDANCE WITH THE APPLICABLE TYPICAL SECTION. FOR CLARITY, THIS PLAN ONLY SHOWS PAVEMENT PATCHING, CURB REPAIRS, AND SIDEWALK REPAIRS
 - 2.ALL EXISTING PAVEMENT MARKINGS SHALL BE REPLACED IN KIND

CB **CHRISTOPHER B. BURKE** ENGINEERING, LTD.
16221 W. 159th Street, Suite 201
Lockport, Illinois 60441
(815) 770-2850

NO.	BY	DATE	DESCRIPTION
REVISIONS			

45TH STREET
1 OF 3
EXISTING PAVEMENT: HMA

VILLAGE OF WESTERN SPRINGS 2025 MFT RESURFACING PROJECT			
PROJECT NO.: 24-0505			SHEET NUMBER
DATE: 1/27/2025			
DSGN	DRAWN	CHECK	
AW	AW	AJS	
			SHEET 5 OF 12



LEGEND

- ////// LIMIT OF WORK
- EX DRIVEWAY REMOVAL & REPLACEMENT
- CLASS D PATCH, 6" (SPECIAL)
- EX CONC CURB AND GUTTER REMOVAL AND REPLACEMENT
- EX DRAINAGE & UTILITY STRUCTURES
- ADJ STRUCTURES TO BE ADJUSTED
- ADJ SPL FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)
- SAN ADJ SANITARY MANHOLES TO BE ADJUSTED (SPECIAL)
- EX SIDEWALK REMOVAL & REPLACEMENT (SEE ADA CORNER DETAILS)
- DETECTABLE WARNINGS

NOTES

- 1.ENTIRE STREET SHALL BE RESURFACED IN ACCORDANCE WITH THE APPLICABLE TYPICAL SECTION. FOR CLARITY, THIS PLAN ONLY SHOWS PAVEMENT PATCHING, CURB REPAIRS, AND SIDEWALK REPAIRS
- 2.ALL EXISTING PAVEMENT MARKINGS SHALL BE REPLACED IN KIND

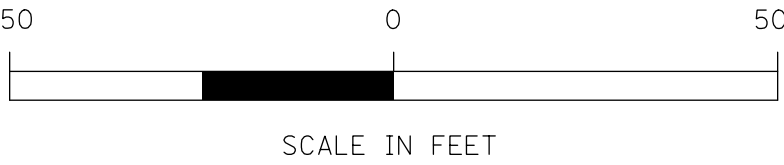
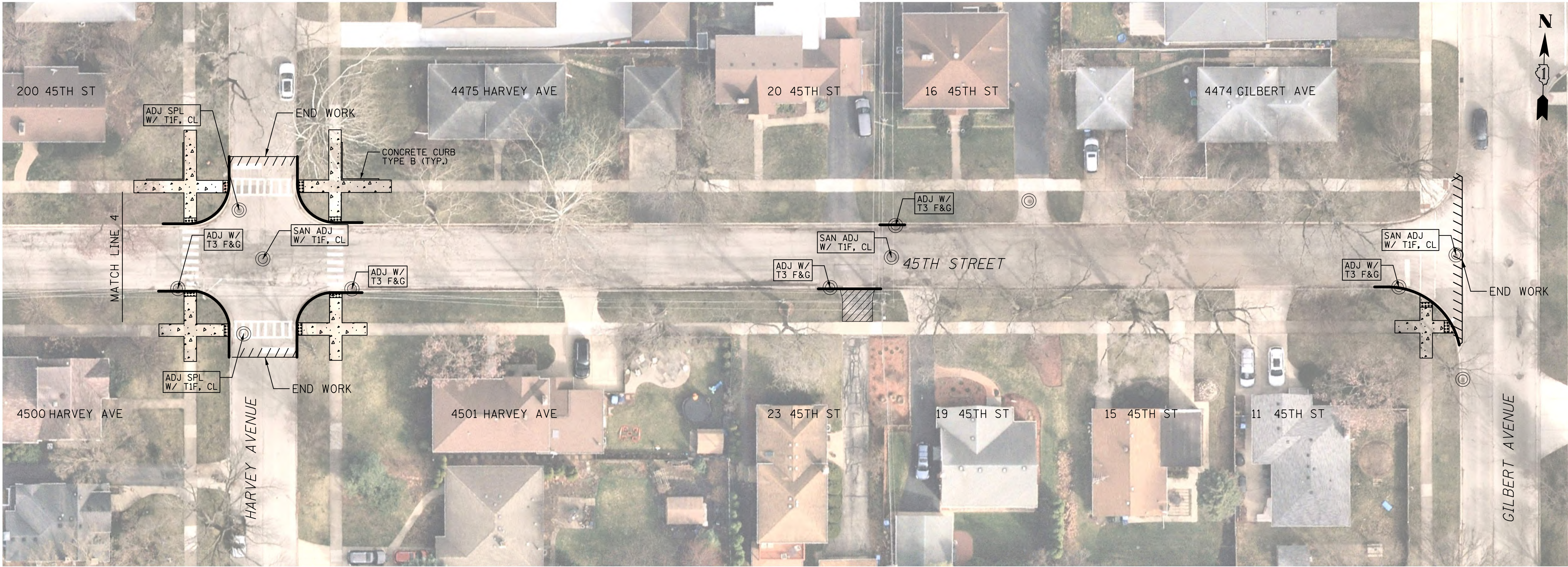
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NO.	BY	DATE	DESCRIPTION
REVISIONS			

45TH STREET
2 OF 3
EXISTING PAVEMENT: HMA

VILLAGE OF
WESTERN SPRINGS
2025 MFT
RESURFACING PROJECT

PROJECT NO.: 24-0505			SHEET NUMBER
DATE: 1/27/2025			
DSGN	DRAWN	CHECK	SHEET 6 OF 12
AW	AW	AJS	



- LEGEND**
- ////// LIMIT OF WORK
 - [Hatched Box] EX DRIVEWAY REMOVAL & REPLACEMENT
 - [Cross-hatched Box] CLASS D PATCH, 6" (SPECIAL)
 - [Thick Line] EX CONC CURB AND GUTTER REMOVAL AND REPLACEMENT
 - [Circle with Center] EX DRAINAGE & UTILITY STRUCTURES
 - [Box with ADJ] STRUCTURES TO BE ADJUSTED
 - [Box with ADJ SPL] FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)
 - [Box with SAN ADJ] SANITARY MANHOLES TO BE ADJUSTED (SPECIAL)
 - [Dotted Box] EX SIDEWALK REMOVAL & REPLACEMENT (SEE ADA CORNER DETAILS)
 - [Grid Box] DETECTABLE WARNINGS

- NOTES**
- 1.ENTIRE STREET SHALL BE RESURFACED IN ACCORDANCE WITH THE APPLICABLE TYPICAL SECTION. FOR CLARITY, THIS PLAN ONLY SHOWS PAVEMENT PATCHING, CURB REPAIRS, AND SIDEWALK REPAIRS
 - 2.ALL EXISTING PAVEMENT MARKINGS SHALL BE REPLACED IN KIND

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NO.	BY	DATE	DESCRIPTION

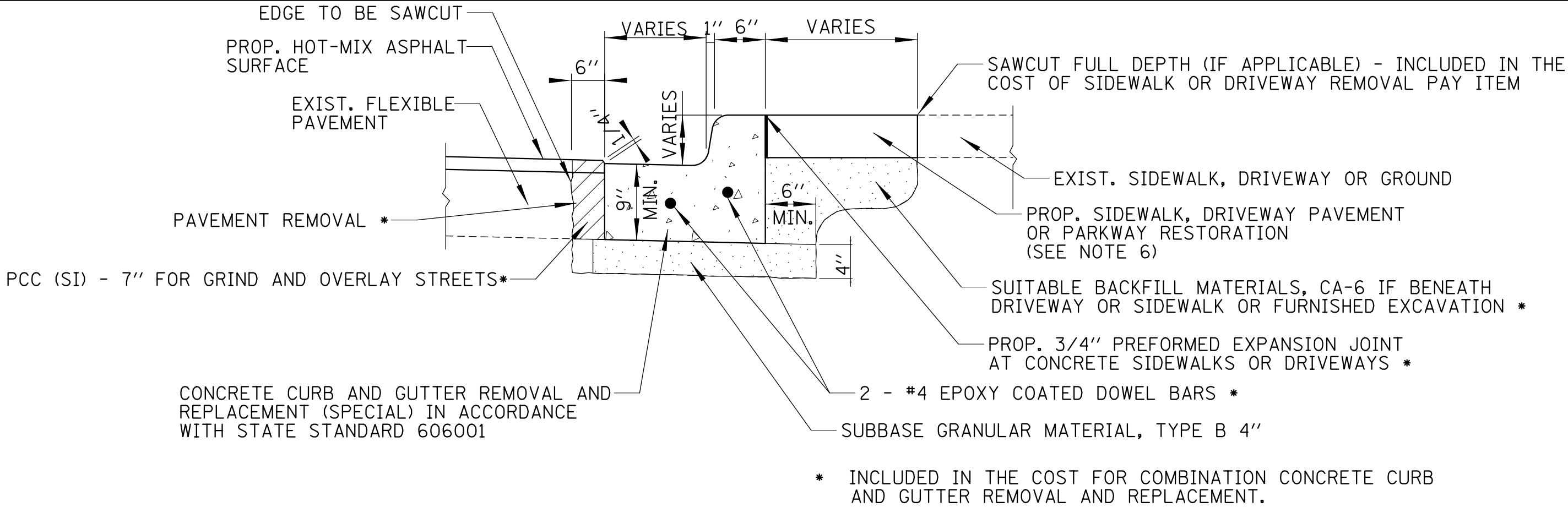
REVISIONS

**45TH STREET
3 OF 3**

EXISTING PAVEMENT: HMA

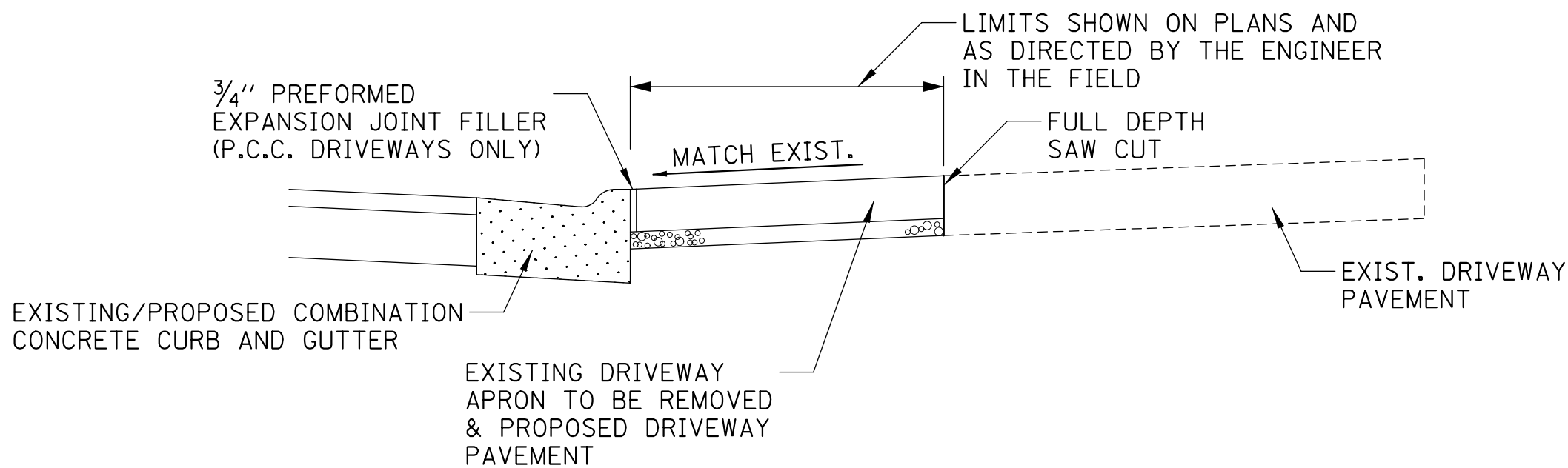
**VILLAGE OF
WESTERN SPRINGS
2025 MFT
RESURFACING PROJECT**

PROJECT NO.: 24-0505			SHEET NUMBER
DATE: 1/27/2025			
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AW	AW	AJS	



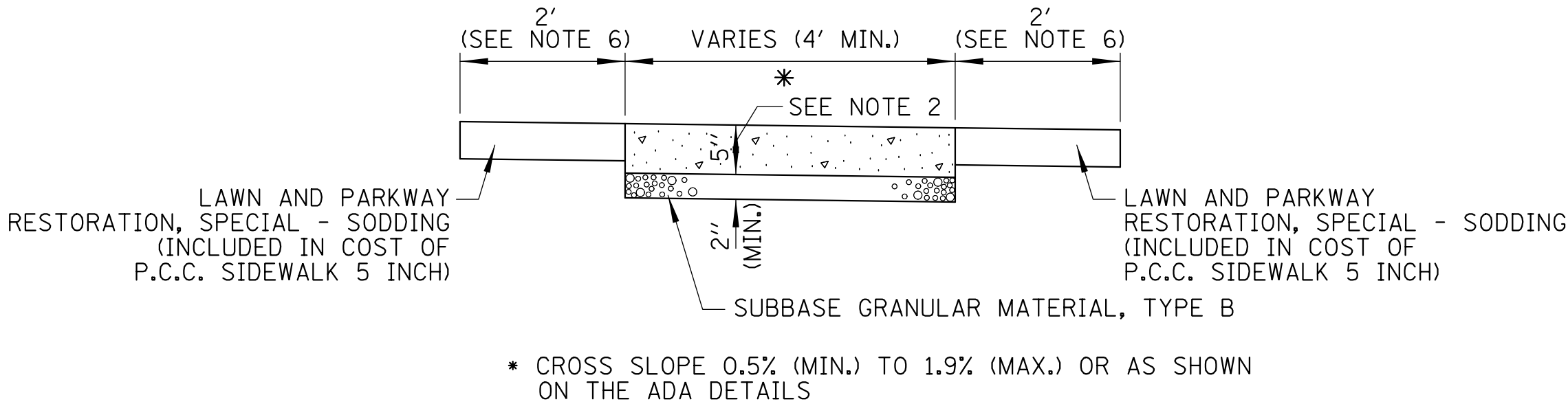
- NOTES:
1. LONGITUDINAL BARS, IF ENCOUNTERED IN THE EXISTING CURB OR CURB AND GUTTER, ARE NOT TO BE REPLACED. CUTTING AND REMOVING LONGITUDINAL BARS SHALL BE INCLUDED IN THE COST OF CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT.
 2. WORK TO REMOVE AND REPLACE CURB AND GUTTER INCLUDES ALL NECESSARY PAVEMENT REMOVAL, EXCAVATION, AND EMBANKMENT. SUBBASE GRANULAR MATERIAL SHALL BE PAID FOR SEPARATELY. EXCAVATED MATERIAL WILL NOT BE PERMITTED TO BE STOCKPILED BEHIND THE CURB.
 3. FOR GRIND AND OVERLAY STREETS WITH HMA BASE, ANY EXISTING PAVEMENT REMOVAL ADJACENT TO THE NEW CURB AND GUTTER SHALL BE REPLACED WITH CLASS SI CONCRETE.
 4. EXPANSION JOINTS PLACED AT A MAXIMUM 60 FEET SPACING. CONTRACTION JOINTS PLACED AT A MAXIMUM 15 FEET SPACING.
 5. ALL FRAMING SHALL BE SET TO FINAL GRADE OF THE POUR. NO ANGLE IRONS WILL BE ALLOWED. NO WATERING CANS SHALL BE ALLOWED ON SITE.
 6. UP TO 2 FEET OF PARKWAY RESTORATION (SODDING) BEHIND THE CURB REPLACEMENT SHALL BE INCLUDED IN THE COST OF CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT. ADDITIONAL PARKWAY RESTORATION REQUIRED BEYOND THE 2 FEET SHALL BE PAID FOR SEPARATELY AS PARKWAY RESTORATION - SODDING AS APPROVED BY THE ENGINEER. SIDEWALK AND DRIVEWAY RESTORATION SHALL BE PAID FOR SEPARATELY.

CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT



- NOTES:
1. THE PROPOSED DRIVEWAY PAVEMENT SHALL CONSIST OF:
 - A) 3" HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 6" AGGREGATE BASE COURSE IF THE EXISTING DRIVEWAY IS ASPHALT OR AGGREGATE.
 - B) 7" PORTLAND CEMENT CONCRETE, 4" SUBBASE GRANULAR MATERIAL TYPE B IF THE EXISTING DRIVEWAY IS CONCRETE. (SUBBASE GRANULAR MATERIAL TO BE PAID FOR SEPARATELY)
 - C) REPLACING BRICKS WITH 2" OF SAND IN A PATTERN IDENTICAL TO THE EXISTING BRICK.
 2. PREFORMED EXPANSION JOINT FILLER SHALL BE INCLUDED IN THE COST OF P.C.C. DRIVEWAY PAVEMENT.
 3. ALL REQUIRED EARTH EXCAVATION AND DRIVEWAY REMOVAL REQUIRED TO CONSTRUCT DRIVES SHALL BE INCLUDED IN THE COST OF THE APPLICABLE DRIVEWAY REMOVAL AND DRIVEWAY REMOVAL & REPLACEMENT PAY ITEMS.
 4. DRIVEWAY REMOVAL & REPLACEMENT LIMITS WILL BE MARKED IN THE FIELD BY THE ENGINEER.
 5. UP TO 2 FEET OF PARKWAY RESTORATION (SODDING) ON EACH SIDE OF DRIVEWAY REPLACEMENT SHALL BE INCLUDED IN THE COST OF THE DRIVEWAY REMOVAL AND REPLACEMENT ITEMS.

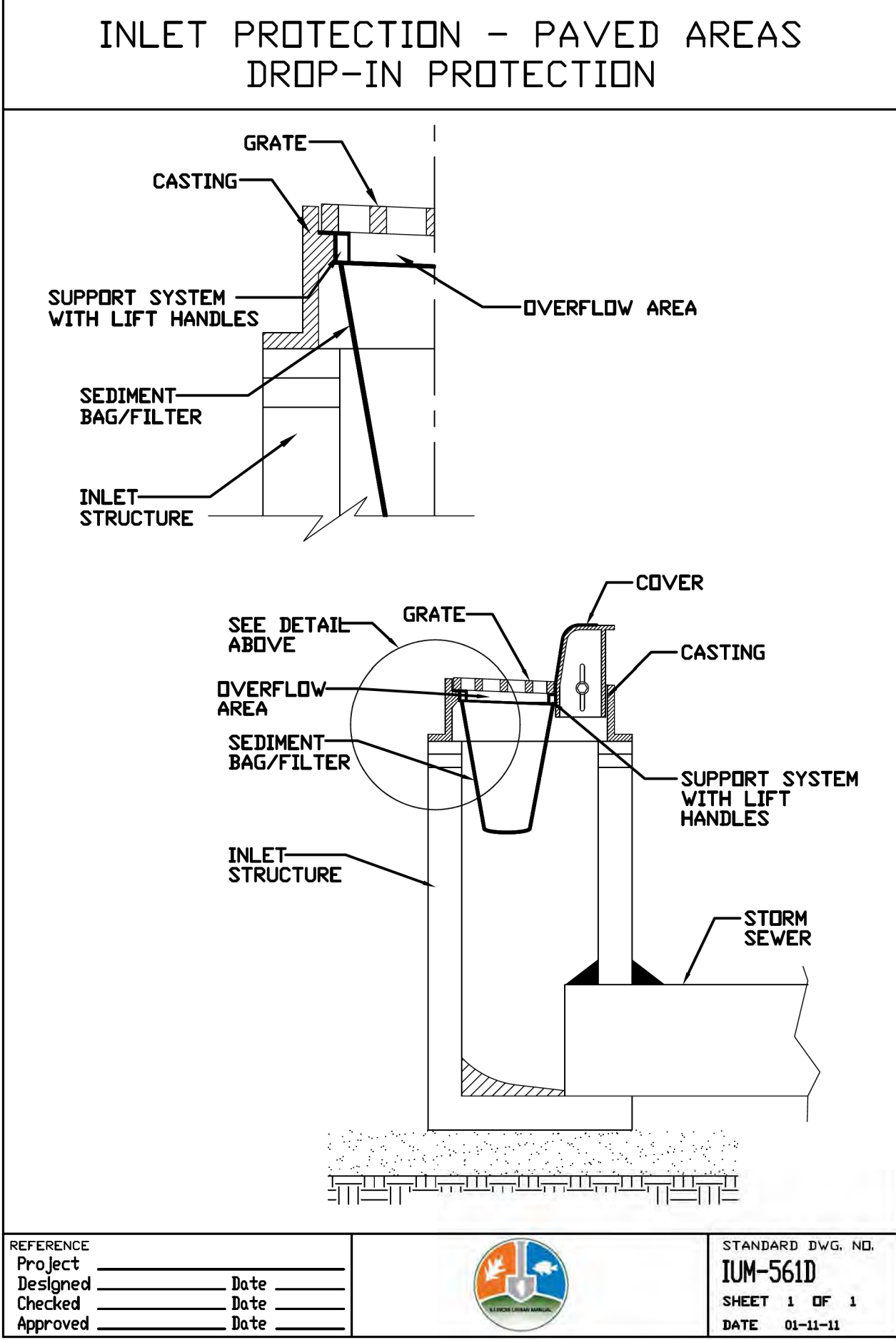
TYPICAL DRIVEWAY REMOVAL & REPLACEMENT DETAIL



- NOTES:
1. ALL REQUIRED EARTH EXCAVATION TO CONSTRUCT P.C.C. SIDEWALK AND SUBBASE SHALL BE INCLUDED IN THE COST OF P.C.C. SIDEWALK 5 INCH. THIS INCLUDES NEW SIDEWALK AND SIDEWALK THAT MAY BE RELOCATED.
 2. THICKNESS SHALL BE INCREASED TO 7" WHERE SIDEWALK IS ADJACENT TO A DRIVEWAY. NO WIRE MESH. (INCLUDED IN COST OF SIDEWALK).
 3. IN LOCATIONS WHERE SIDEWALK IS REMOVED AND REPLACED THROUGH DRIVEWAYS, DRIVEWAYS SHALL BE SAWCUT AND PATCHED A MINIMUM OF 1' ON EITHER SIDE OF THE WALK. THIS WORK SHALL BE PAID FOR PER SQUARE YARD AT THE CONTRACT UNIT PRICE FOR PORTLAND CEMENT CONCRETE DRIVEWAY OR HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT.
 4. WHEN FORMS ARE REMOVED FROM THE SIDEWALK, THE SIDEWALK SHALL BE BARRICADED OR BACKFILLED WITHIN 24 HOURS.
 5. SIDEWALKS SHALL BE PLACED ON 2" (MINIMUM) OF SUBBASE GRANULAR MATERIAL WHEN REPLACING EXISTING SIDEWALK, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. AT LOCATIONS WHERE NEW SIDEWALK IS CONSTRUCTED WHERE NONE CURRENTLY EXISTS, THE SUBBASE GRANULAR MATERIAL THICKNESS SHALL BE 4". SUBBASE GRANULAR MATERIAL SHALL BE PAID FOR SEPARATELY.
 6. UP TO 2 FEET OF PARKWAY RESTORATION (SODDING) ON EACH SIDE OF THE PROPOSED SIDEWALK SHALL BE INCLUDED IN THE COST OF THE PROPOSED P.C.C. SIDEWALK 5 INCH. ADDITIONAL PARKWAY RESTORATION BEYOND THE INCLUDED 2-FOOT LIMIT REQUIRED FOR GRADING ADJACENT TO ADA IMPROVEMENTS SHALL BE PAID FOR SEPARATELY AS LAWN AND PARKWAY RESTORATION, SPECIAL - SODDING, AS DIRECTED BY THE ENGINEER.

P.C.C. SIDEWALK, 5 INCH DETAIL

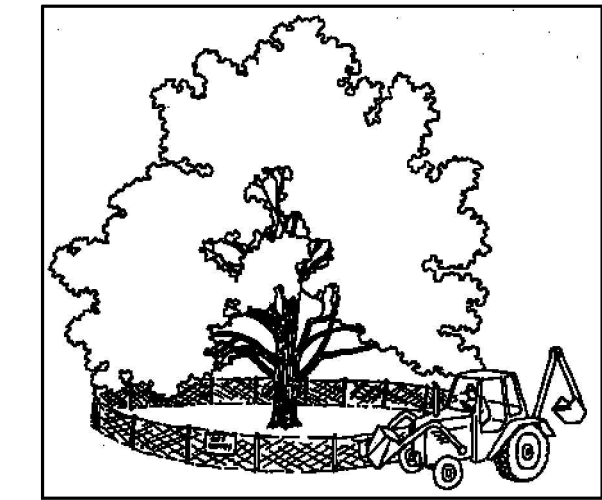
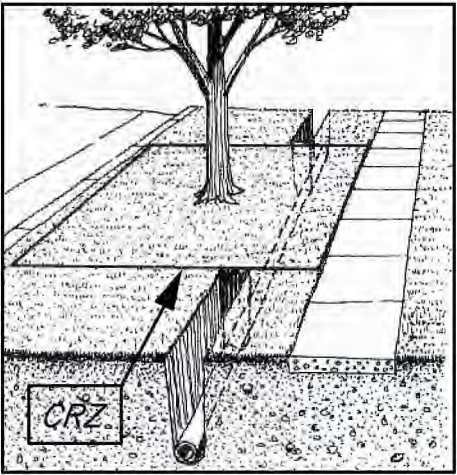
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Default	PLOT DATE = 1/27/2025	DATE – 1/27/2025	REVISED –		SCALE: N.T.S.	SHEET 1	OF 1	SHEETS	STA.	TO STA.	ILLINOIS FED. AID PROJECT			



Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Title 5, Chapter 5 of the Western Springs Village Code. Additional requirements are mentioned herein. Parkway tree protection shall involve avoiding damage to both the above ground tree trunk, including the branches, and the below ground root system. Roots are the most vital part of a tree with the majority of nutrient and water absorbing roots in the upper 18 to 24 inches of soil. Tree roots must be protected from severing or changes in their soil environment (such as compaction or grade changes) to prevent irreversible tree decline or death in the coming years.

The Critical Root Zone, or CRZ, is the area immediately surrounding a tree shall be protected from damage. The size of this area, measured from the center of the tree, is ideally a circle with a radius of one foot for each inch of trunk diameter. The depth of the CRZ extends to 4 feet below the natural ground surface level. In a municipal parkway setting with utilities and paved or concrete surfaces, the CRZ cannot grow naturally. Instead, the CRZ has been adjusted to form a rectangle around the parkway tree trunk with the minimum dimensions listed in the following table. At a minimum, the listed CRZ shall be fenced with a temporary 6 foot high post-driven chain link fence with metal posts spaced no further than 10 feet apart. The fence shall be placed on three sides of the tree with the private side of the tree left open for maintenance purposes. Whenever possible, the entire parkway shall be fenced in except where access has been permitted. Any exceptions shall be noted on the drawings submitted for a given permit.

PARKWAY TREE DIAMETER AT 4.5'	WIDTH FROM STREET TO PROPERTY (MINIMUM CURB TO SIDEWALK)	LENGTH ALONG STREET (MINIMUM)	DEPTH
0-12.0 INCHES	10.0 FEET	10 FEET	4 FEET
12.1-24.0 INCHES	10.0 FEET	20 FEET	4 FEET
24.1 OR MORE INCHES	10.0 FEET	30 FEET	4 FEET

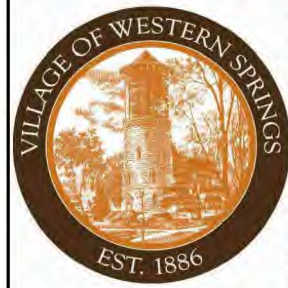


For public parkway trees, roots located within the determined CRZ shall be protected from compaction, severing, and the storage of materials or equipment. In some cases and as directed by the Village, utilities must be augered underneath the tree as shown above. In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water main or sanitary main disconnects in the parkway), subject to the approval of the Village, the smallest possible area shall be disturbed and sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. All CRZ fencing shall be temporary 6 foot high post-driven chain link fence with metal posts spaced no further than 10 feet apart, and shall be maintained daily in good condition. Any exceptions to the fence dimensions or parkway position shall be noted on the building permit (for private work) or approved by the onsite Village representative (for Village work).

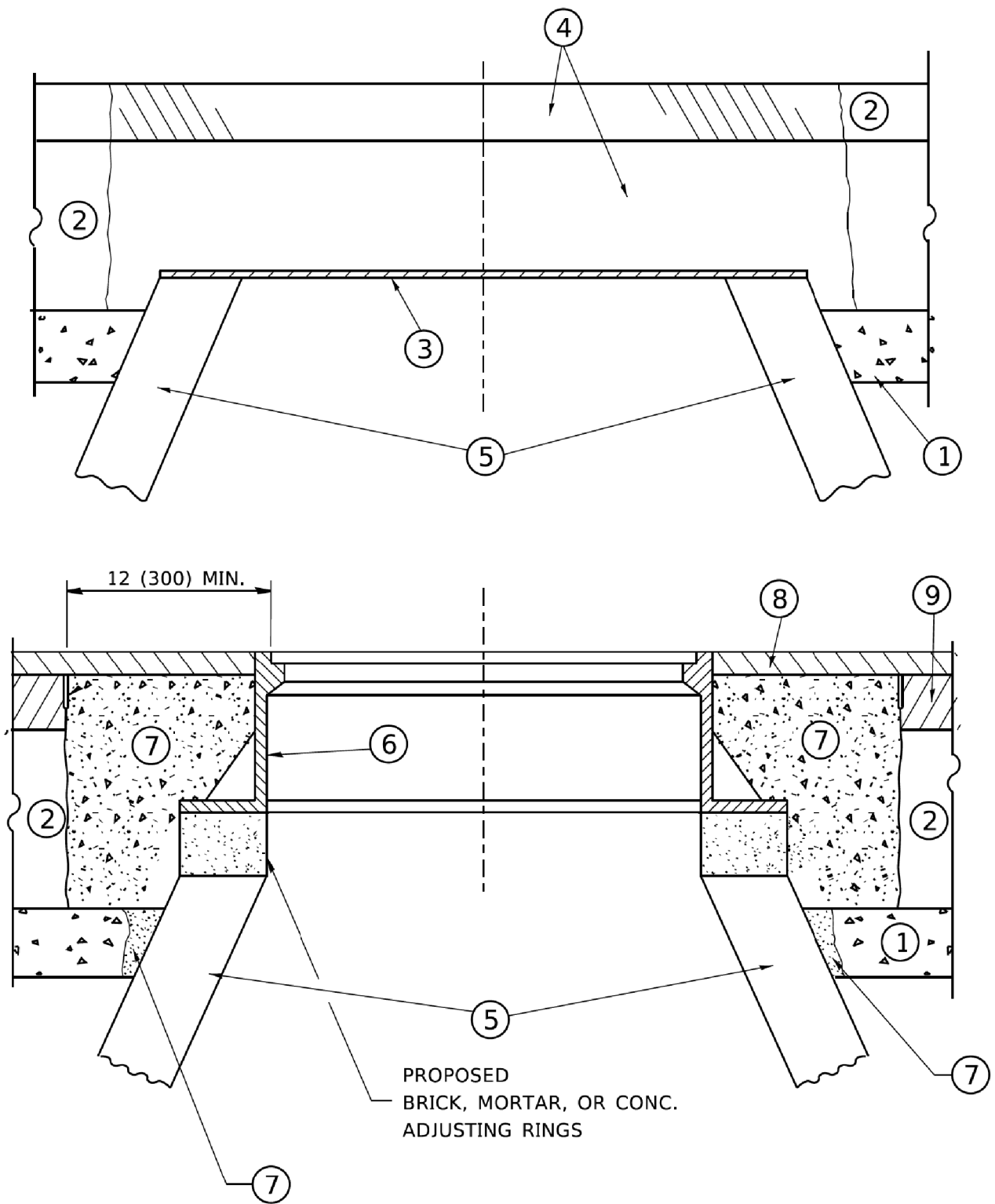
In addition to fines and citations that may be assessed for violations per Title 5, Chapter 5 of the Western Springs Village Code, violators may be subject to the following provisions:

- issuance of an invoice for the monetary loss in tree value or partial value due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
- forfeiture of bonds issued for the work should funds be sufficient to cover tree values and fines.
- costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
- fines of \$500 for the 1st offense; \$1,000 for the 2nd offense; \$2,500 for 3rd and subsequent offenses.
- each day during which a violation continues shall be construed as a separate and distinct offense.

For more information, contact the Municipal Services at 708-246-1800.

N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	03/21	////	J.P.T.		PARKWAY TREE PROTECTION REQUIREMENTS
DRAWING NO. TRE-01					
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NOTES

EXISTING BROKEN FRAMES AND LIDS SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AND SHALL BE REPLACED AS DIRECTED BY THE ENGINEER. REPLACEMENT FRAMES AND LIDS WILL BE PAID FOR IN ACCORDANCE WITH ARTICLE 109.04 OF THE STANDARD SPECIFICATIONS UNLESS A SEPARATE PAY ITEM HAS BEEN PROVIDED.

IF THE EXISTING LIDS ARE OPEN, THE FRAME WILL BE ADJUSTED TO THE ELEVATION OF THE MILLED PAVEMENT SURFACE PRIOR TO THE MILLING OPERATION. THE FRAME WILL NOT BE REMOVED AND COVERED BY THE METAL PLATE.

CITY OF CHICAGO CASTINGS ARE THE PROPERTY OF THE CITY AND THE CONTRACTOR SHALL NOTIFY THE CITY FOR REMOVAL AND DISPOSITION OF THE CASTINGS.

THE METAL PLATE USED TO COVER THE STRUCTURE SHALL REMAIN THE PROPERTY OF THE CONTRACTOR.

WHEN STRUCTURES ARE TO BE ADJUSTED OR RECONSTRUCTED, THE LOWERING AND RAISING OF THE FRAMES AND LIDS WILL NOT BE PAID FOR SEPARATELY BUT WILL BE INCLUDED IN THE COST OF THE CORRESPONDING PAY ITEM.

CONSTRUCTION PROCEDURES

STAGE 1 (BEFORE PAVEMENT MILLING)

- REMOVE A MINIMUM OF 12 (300) OF THE PAVEMENT FROM AROUND THE STRUCTURE.
- REMOVE THE EXISTING FRAME AND LID FROM THE STRUCTURE.
- COVER THE STRUCTURE OPENING WITH A 36 (900) DIAMETER METAL PLATE.
- BACKFILL WITH CRUSHED STONE AND A MINIMUM 1½ (40) THICK HMA SURFACE MIX APPROVED BY THE ENGINEER.

STAGE 2 (AFTER PAVEMENT MILLING)

- REMOVE THE HMA SURFACE MIX AND CRUSHED STONE.
- INSTALL THE FRAME AND LID; ADJUST THE FRAME TO ITS FINAL SURFACE ELEVATION.
- THE SURROUNDING SPACE SHALL BE FILLED WITH CLASS PP-1 * CONCRETE TO THE ELEVATION OF THE SURFACE OF THE EXISTING BASE COURSE OR THE BINDER COURSE.

* UNLESS OTHERWISE SPECIFIED IN THE PLANS.

THE PROCEDURE EXPLAINED ABOVE SHALL CONFORM TO THE APPLICABLE PORTIONS OF SECTIONS 353, 406, 602, AND 603 OF THE STANDARD SPECIFICATIONS EXCEPT THAT "THE CONTRACTOR SHALL ADJUST THE STRUCTURES TO THE FINISHED PAVEMENT ELEVATION NO MORE THAN 5 CALENDAR DAYS PRIOR TO PLACEMENT OF THE FINAL LIFT OF SURFACE UNLESS APPROVED BY THE ENGINEER."

LEGEND

- | | |
|--|-------------------------------|
| ① SUB-BASE GRANULAR MATERIAL | ⑥ FRAME AND LID (SEE NOTES) |
| ② EXISTING PAVEMENT | ⑦ CLASS PP-1 *CONCRETE |
| ③ 36 (900) DIAMETER METAL PLATE | ⑧ PROPOSED HMA SURFACE COURSE |
| ④ PROPOSED CRUSHED STONE AND HMA SURFACE MIX | ⑨ PROPOSED HMA BINDER COURSE |
| ⑤ EXISTING STRUCTURE | |

LOCATION OF STRUCTURES

THE CONTRACTOR WILL BE REQUIRED TO KEEP A RECORD OF THE LOCATIONS OF THE BURIED STRUCTURES ACCORDING TO THE STATION AND DISTANCE LEFT OR RIGHT OF THE CENTERLINE OF PAVEMENT. UPON COMPLETION OF THE WORK, THE CONTRACTOR WILL DELIVER THE RECORD TO THE ENGINEER.

BASIS OF PAYMENT

REMOVING FRAMES AND LIDS ON DRAINAGE AND UTILITY STRUCTURES IN THE PAVEMENT PRIOR TO MILLING, AND ADJUSTING TO FINAL GRADE PRIOR TO PLACING THE SURFACE COURSE, WILL BE PAID FOR AT THE CONTRACT UNIT PRICE EACH FOR "FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)."

THIS WORK WILL NOT BE PAID FOR WHEN DRAINAGE AND UTILITY STRUCTURES ARE SPECIFIED FOR PAYMENT AS STRUCTURE RECONSTRUCTION.

NEW FRAMES AND LIDS, WHEN SPECIFIED, WILL BE PAID FOR SEPARATELY.

DETAILS FOR FRAMES AND LIDS ADJUSTMENT WITH MILLING

ALL DIMENSIONS ARE IN INCHES (MILLIMETERS) UNLESS OTHERWISE SHOWN

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STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

DETAILS FOR FRAMES AND LIDS ADJUSTMENT WITH MILLING

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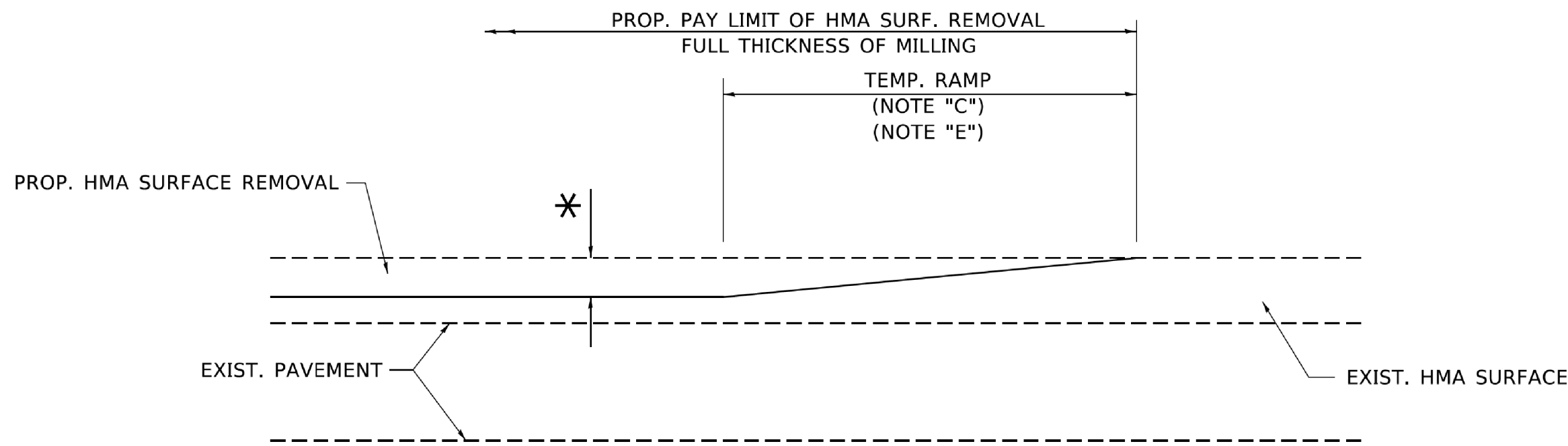
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VILLAGE OF WESTERN SPRINGS 2025 MFT RESURFACING PROJECT

IDOT DISTRICT 1 STANDARDS

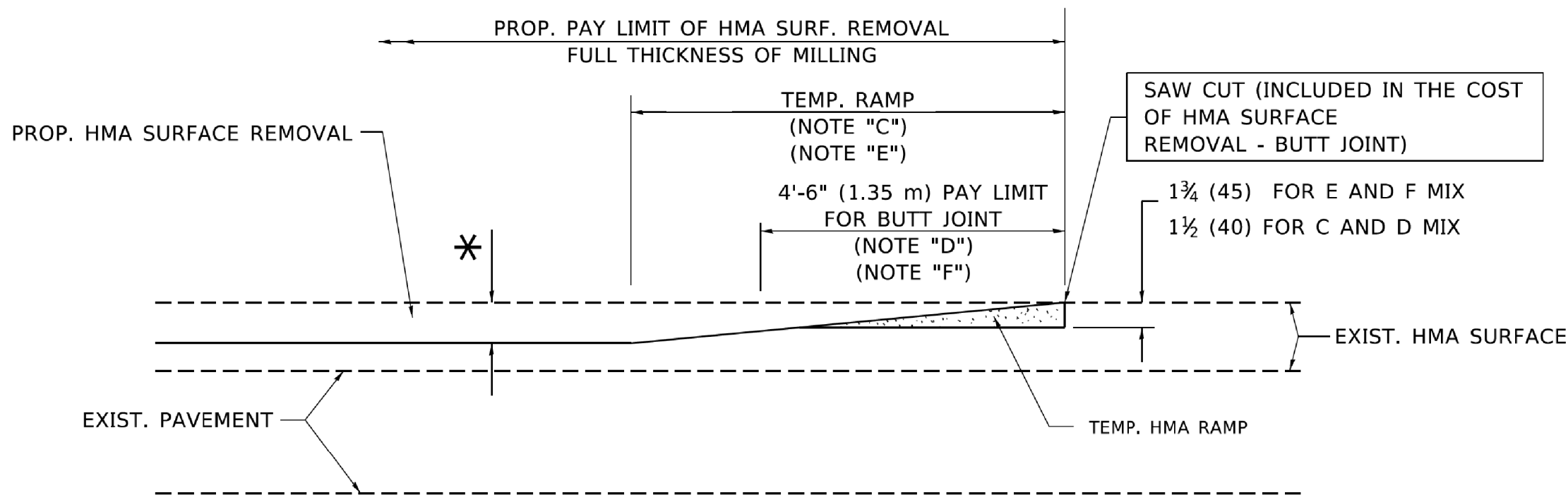
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MILLED TEMPORARY RAMP
(FOR BUTT JOINT AND HMA TAPER SEE DETAIL BELOW)

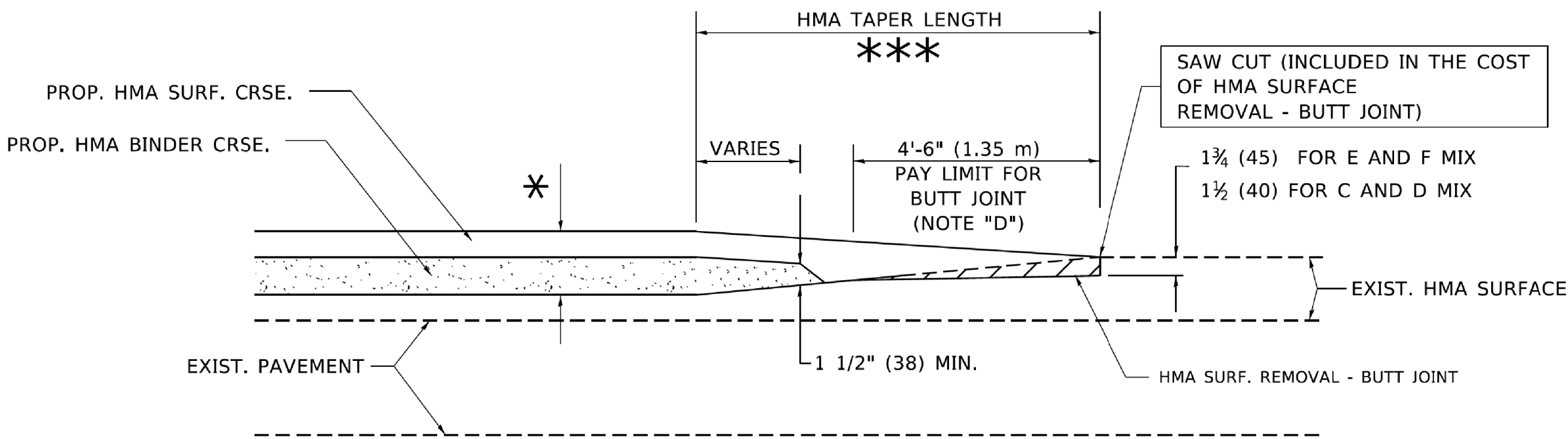
OPTION 1



HMA CONSTRUCTED TEMPORARY RAMP
(FOR BUTT JOINT AND HMA TAPER SEE DETAIL BELOW)

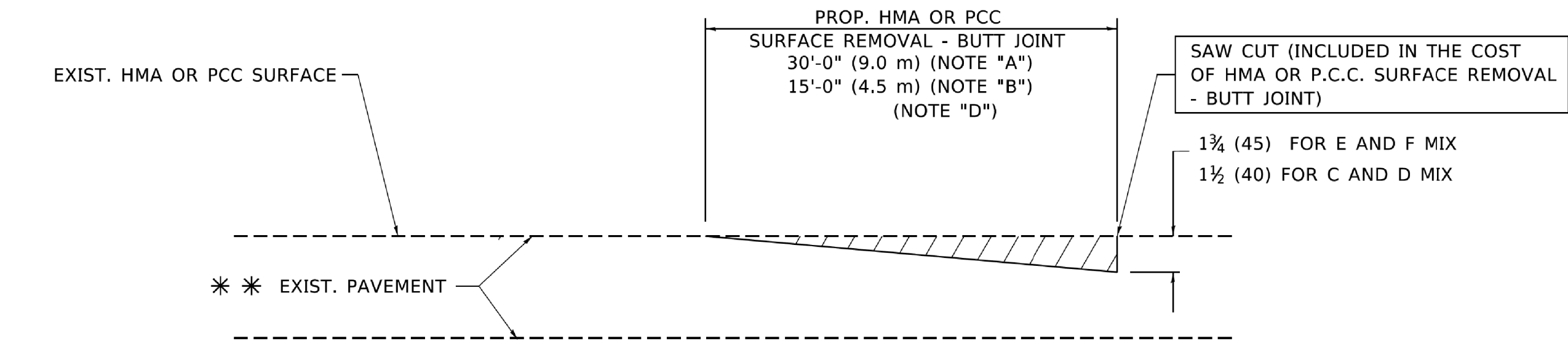
OPTION 2

TYPICAL TEMPORARY RAMP

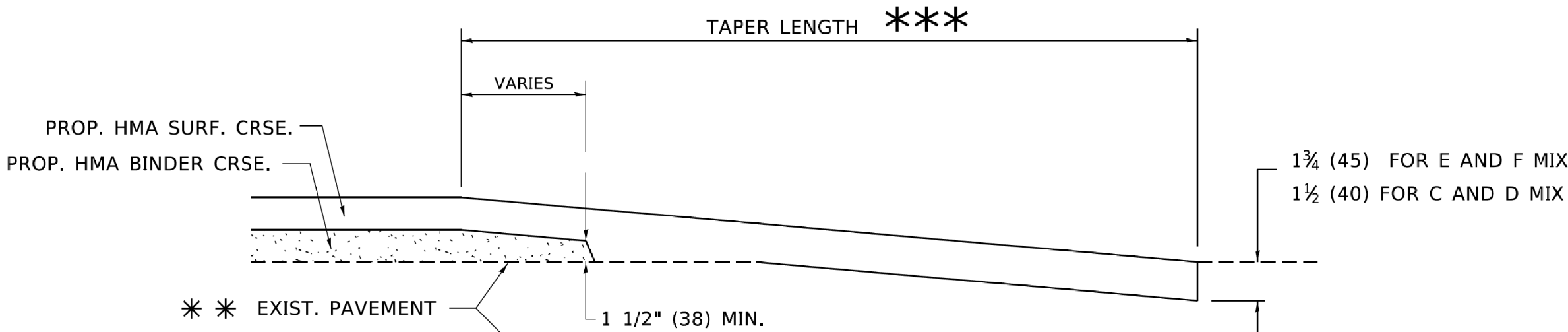


**BUTT JOINT AND
HMA TAPER**

**TYPICAL BUTT JOINT AND HMA TAPER
FOR MILLING AND RESURFACING**



BUTT JOINT DETAIL



HMA TAPER DETAIL

**TYPICAL BUTT JOINT AND HMA TAPER
FOR RESURFACING ONLY**

****** PC CONCRETE, HMA OR HMA RESURFACED PAVEMENT.

NOTES

- MAINLINE ROADWAYS AND MAJOR SIDE ROADS.
- MINOR SIDE ROADS.
- THE TEMP. RAMP SHALL BE CONSTRUCTED IMMEDIATELY UPON REMOVAL OF THE EXISTING HMA SURFACE.
- THE BUTT JOINT SHALL BE CONSTRUCTED IMMEDIATELY PRIOR TO PLACING THE PROPOSED HMA COURSES.
- TAPER THE TEMP. RAMP AT A RATE OF 3'-0" (900 mm) PER 1 INCH (25 mm) OF MILLING THICKNESS.
- INSTALLATION AND REMOVAL OF THE 4'-6" (1.35 m) TEMP. RAMP IS INCLUDED IN COST OF HMA SURFACE REMOVAL - BUTT JOINT.
* SEE TYPICAL SECTIONS FOR MILLING THICKNESS.
- SEE ARTICLE 406.08 AND 406.14 OF THE STANDARD SPECIFICATIONS FOR "HMA AND/OR PCC SURFACE REMOVAL, BUTT JOINT".
*** 20'-0" (6.1 m) PER 1 (25) RESURFACING (NOTE "A")
10'-0" (3.0 m) PER 1 (25) RESURFACING (NOTE "B")

BASIS OF PAYMENT

THE BUTT JOINT WILL BE PAID FOR AT THE CONTRACT UNIT PRICE PER SQUARE YARD (SQUARE METER) FOR "HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT" OR FOR "PORTLAND CEMENT CONCRETE SURFACE REMOVAL- BUTT JOINT".

ALL DIMENSIONS ARE IN INCHES (MILLIMETERS) UNLESS OTHERWISE SHOWN.

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**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

**BUTT JOINT AND
HMA TAPER DETAILS**

SCALE: NONE SHEET 1 OF 1 SHEETS STA. TO STA.

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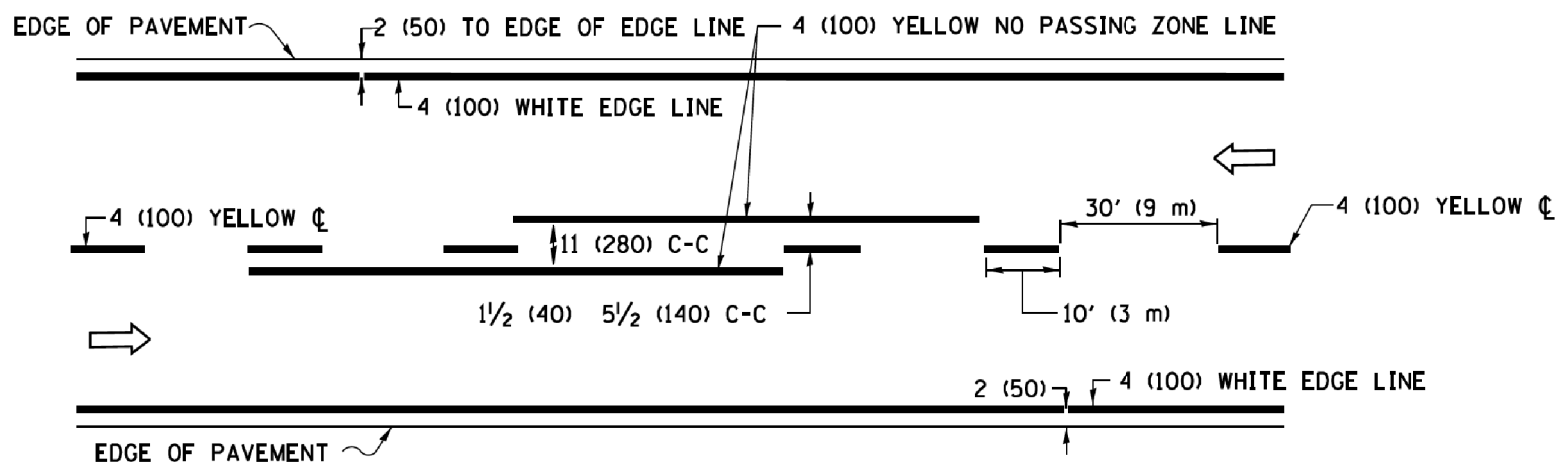
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**VILLAGE OF WESTERN SPRINGS
2025 MFT RESURFACING PROJECT**

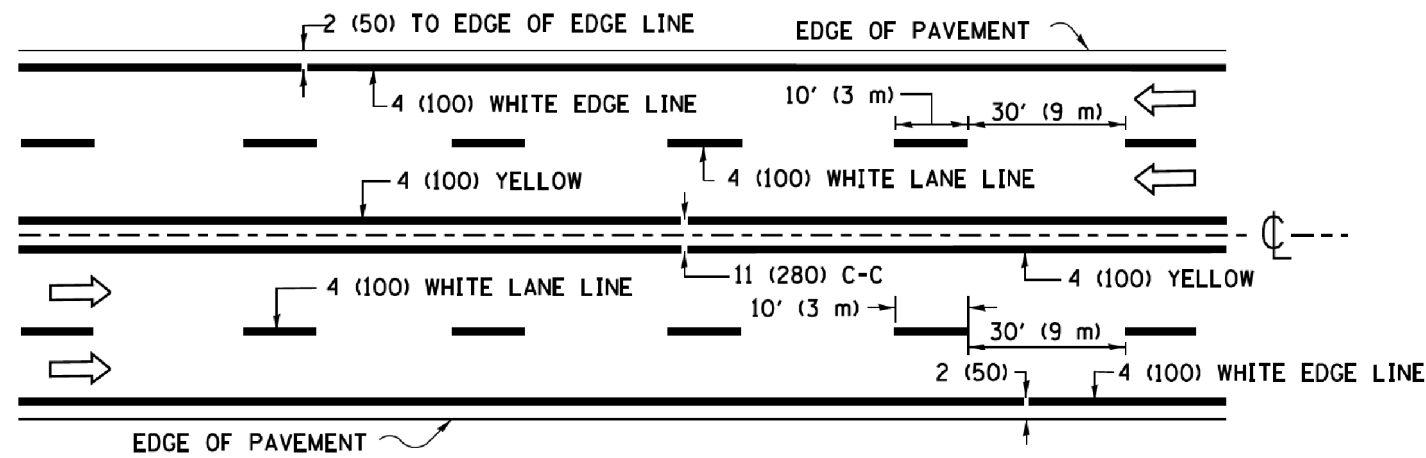
IDOT DISTRICT 1 STANDARDS

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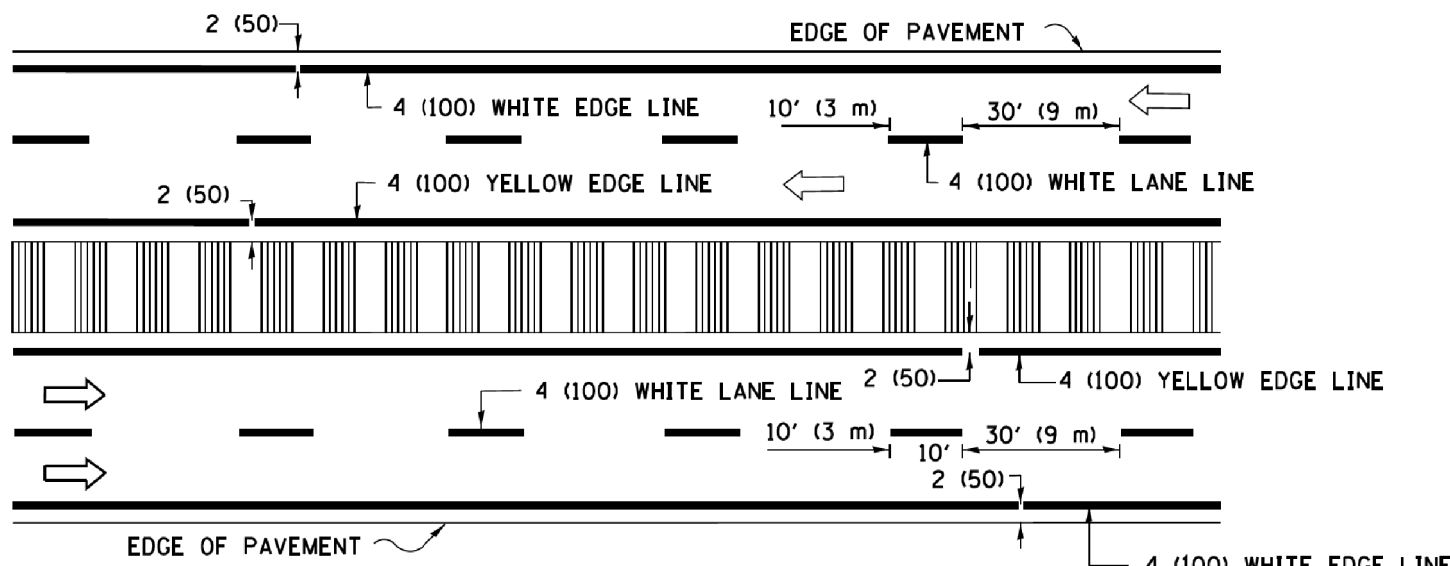
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		ILLINOIS FED. AID PROJECT		



2-LANE ROADWAY

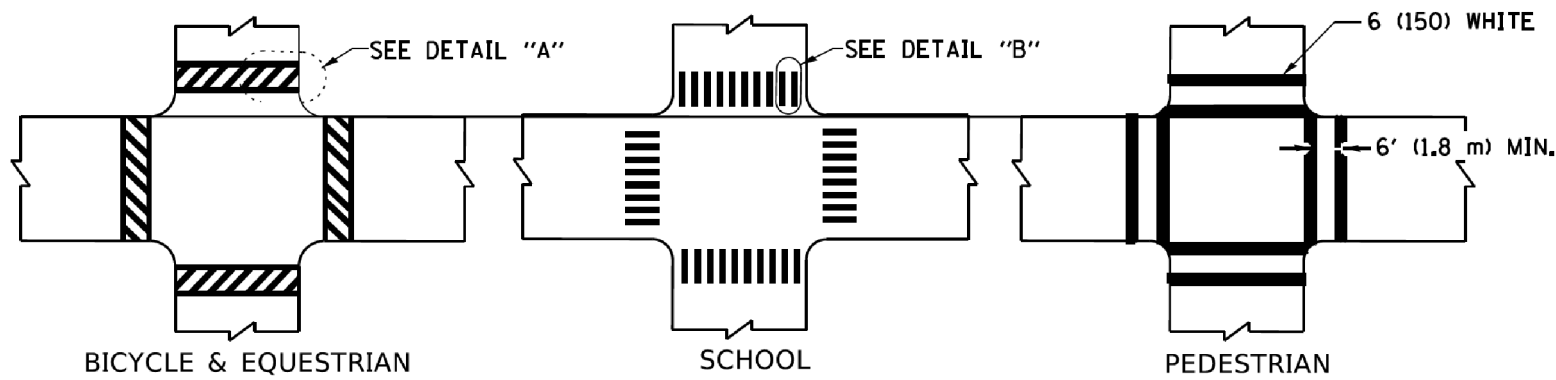


MULTI-LANE UNDIVIDED



MULTI-LANE DIVIDED
WITH MEDIAN

TYPICAL LANE AND EDGE LINE MARKING

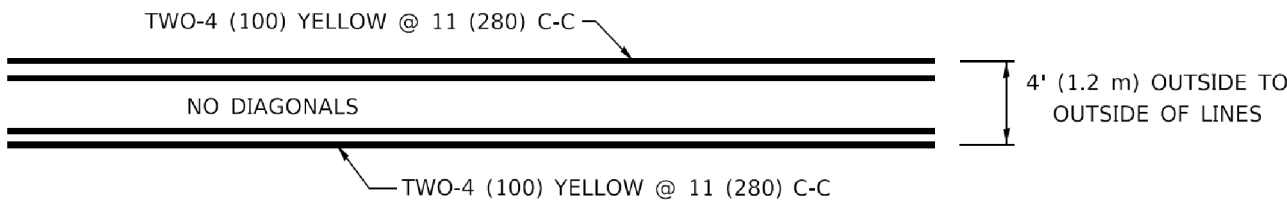


DETAIL "A"

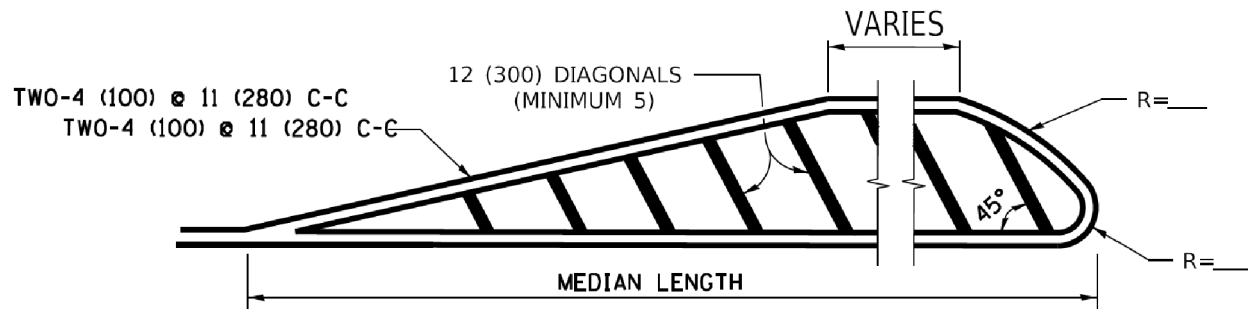
DETAIL "B"

TYPICAL CROSSWALK MARKING

* MARKINGS SHALL BE INSTALLED PARALLEL TO THE CENTERLINE OF THE ROAD WHICH IT CROSSES



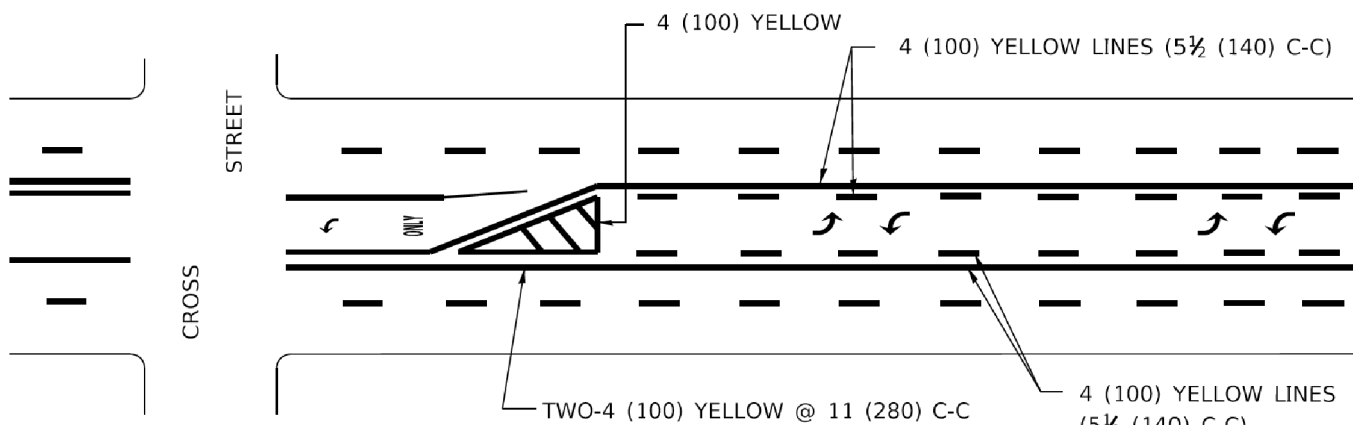
4' (1.2 m) WIDE MEDIANS ONLY



FOR MEDIAN LENGTHS WHERE DIAGONAL SPACING CANNOT BE ATTAINED, USE 5 (FIVE) EQUALLY SPACED DIAGONAL LINES.

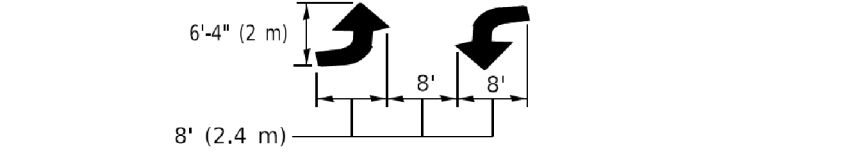
DIAGONAL LINE SPACING: 50' (15 m) C-C (LESS THAN 30MPH (50 km/h))
75' (25 m) C-C 30MPH (50 km/h) TO 45MPH (70 km/h)
150' (45 m) C-C (MORE THAN 45MPH (70 km/h))

MEDIANS OVER 4' (1.2 m) WIDE



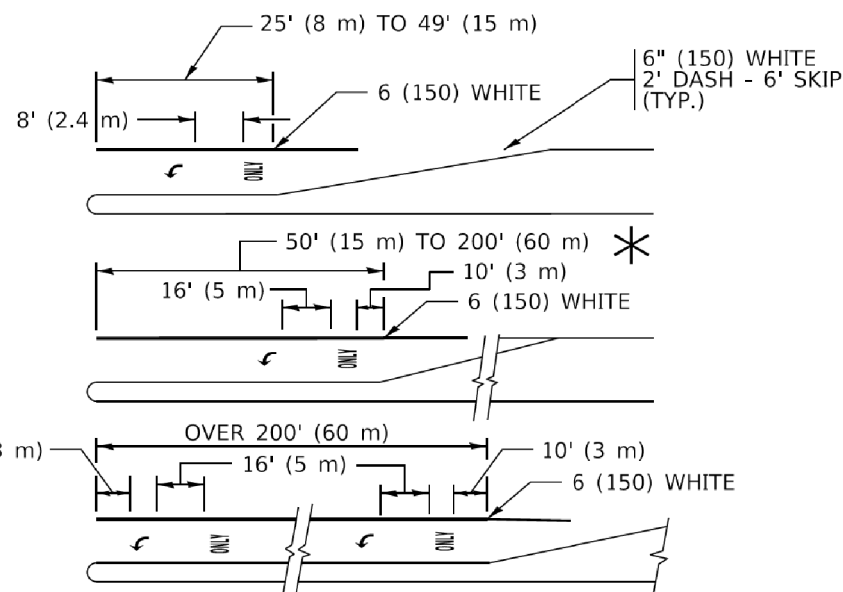
MEDIAN WITH TWO-WAY LEFT TURN LANE

TYPICAL PAINTED MEDIAN MARKING

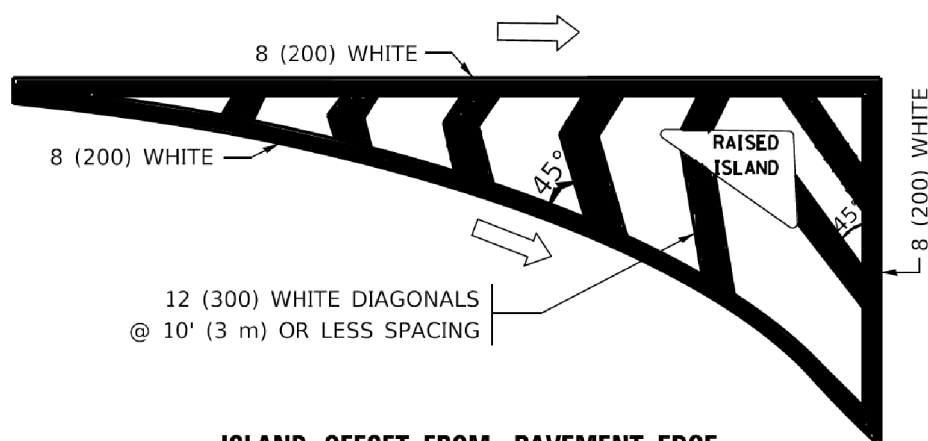


TYPICAL LEFT (OR RIGHT) TURN LANE

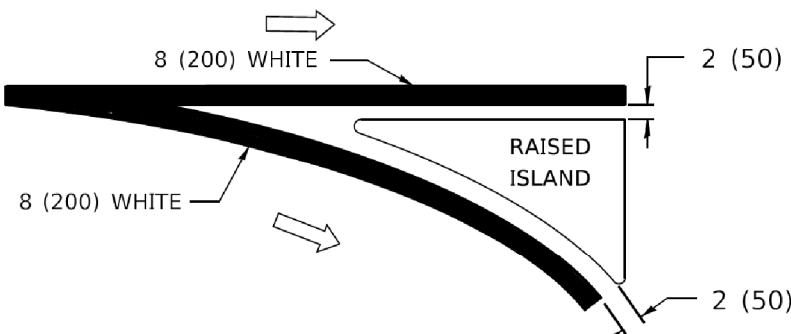
TYPICAL TURN LANE MARKING



FULL SIZE LETTERS 8' (2.4 m) AND ARROWS SHALL BE USED.
AREA = 15.6 SQ. FT. (1.5 m²) ONLY AREA = 20.8 SQ. FT. (1.9 m²)
TURN LANES IN EXCESS OF 400' (120 m) IN LENGTH MAY HAVE AN ADDITIONAL SET OF ARROW - "ONLY" INSTALLED MIDWAY BETWEEN THE OTHER TWO SETS OF ARROW - "ONLY".

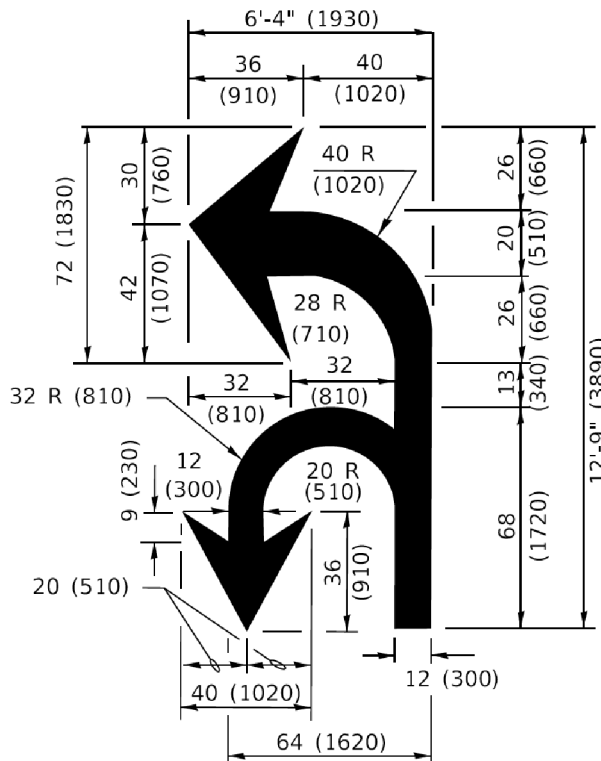


ISLAND OFFSET FROM PAVEMENT EDGE

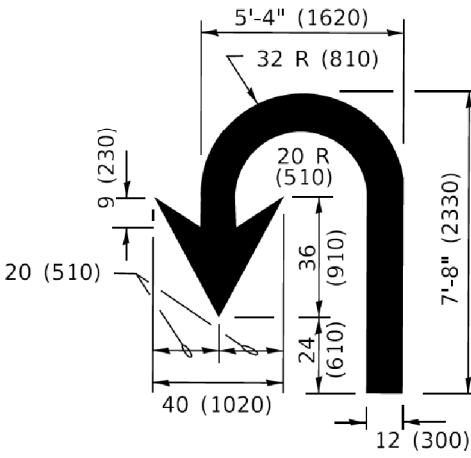


ISLAND AT PAVEMENT EDGE

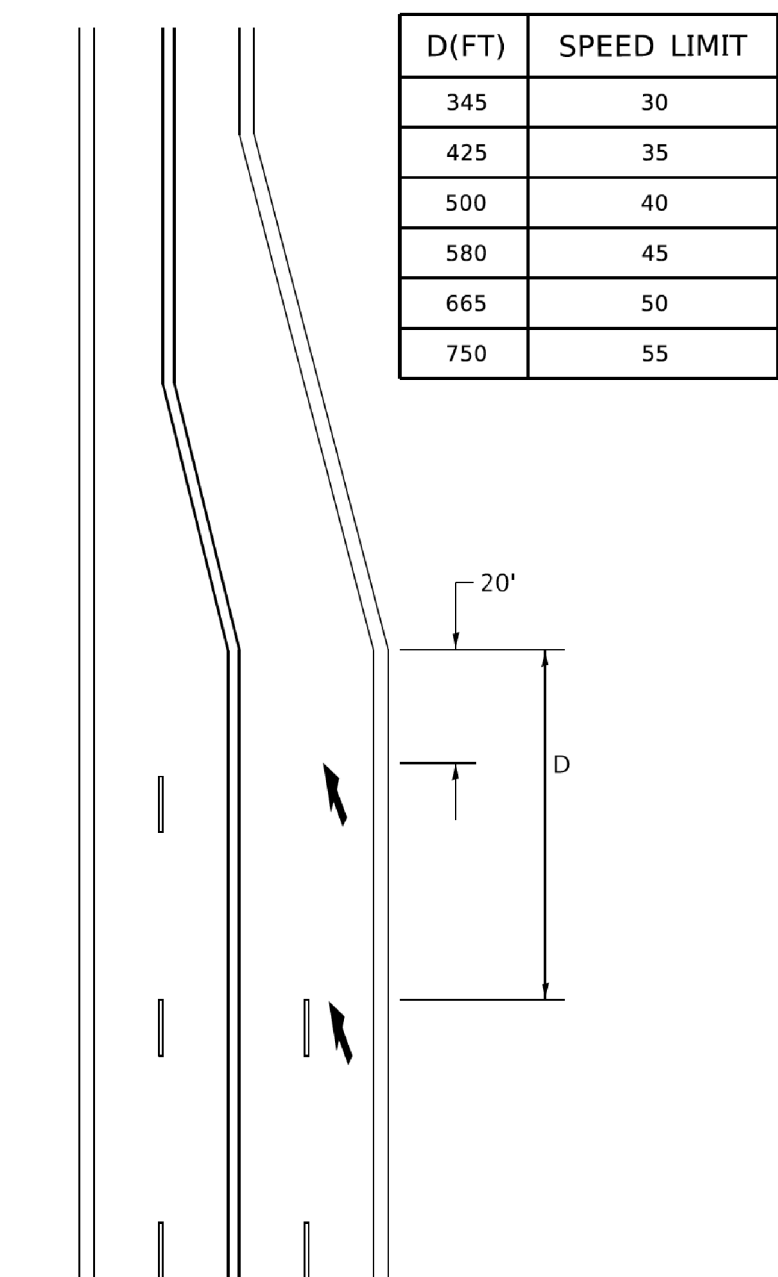
TYPICAL ISLAND MARKING



COMBINATION
LEFT AND U-TURN



U-TURN



LANE REDUCTION TRANSITION

* LANE REDUCTION ARROWS REQUIRED AT SPEEDS OF 45 MPH OR GREATER OR WHEN SPECIFIED IN PLANS.

TYPE OF MARKING	WIDTH OF LINE	PATTERN	COLOR	SPACING / REMARKS
CENTERLINE ON 2 LANE PAVEMENT	4 (100)	SKIP-DASH	YELLOW	10' (3 m) LINE WITH 30' (9 m) SPACE
CENTERLINE ON MULTI-LANE UNDIVIDED PAVEMENT	2 @ 4 (100)	SOLID	YELLOW	11 (280) C-C
NO PASSING ZONE LINES: FOR ONE DIRECTION FOR BOTH DIRECTIONS	4 (100) 2 @ 4 (100)	SOLID SOLID	YELLOW YELLOW	5½ (140) C-C FROM SKIP-DASH CENTERLINE 11 (280) C-C OMIT SKIP-DASH CENTERLINE BETWEEN
LANE LINES	4 (100) 5 (125) ON FREEWAYS	SKIP-DASH SKIP-DASH	WHITE WHITE	10' (3 m) LINE WITH 30' (9 m) SPACE
DOTTED LINES (EXTENSIONS OF CENTER, LANE OR TURN LANE MARKINGS)	SAME AS LINE BEING EXTENDED	SKIP-DASH	SAME AS LINE BEING EXTENDED	2' (600) LINE WITH 6' (1.8 m) SPACE
EDGE LINES	4 (100)	SOLID	YELLOW-LEFT WHITE-RIGHT	OUTLINE MEDIANS IN YELLOW
TURN LANE MARKINGS	6 (150) LINE; FULL SIZE LETTERS & SYMBOLS (8' (2.4m))	SOLID	WHITE	SEE TYPICAL TURN LANE MARKING DETAIL
TWO WAY LEFT TURN MARKING	2 @ 4 (100) EACH DIRECTION 8' (2.4m) LEFT ARROW	SKIP-DASH AND SOLID IN PAIRS	YELLOW WHITE	10' (3 m) LINE WITH 30' (9 m) SPACE FOR SKIP-DASH; 5½ (140) C-C BETWEEN SOLID LINE AND SKIP-DASH LINE SEE TYPICAL TWO-WAY LEFT TURN MARKING DETAIL
CROSSWALK LINES (PEDESTRIAN) A. DIAGONALS (BIKE & EQUESTRIAN) B. LONGITUDINAL BARS (SCHOOL)	2 @ 6 (150) 12 (300) @ 45° 12 (300) @ 90°	SOLID SOLID SOLID	WHITE WHITE WHITE	NOT LESS THAN 6' (1.8 m) APART 2' (600) APART 2' (600) APART SEE TYPICAL CROSSWALK MARKING DETAILS.
STOP LINES	24 (600)	SOLID	WHITE	PLACE 4' (1.2 m) IN ADVANCE OF AND PARALLEL TO CROSSWALK, IF PRESENT. OTHERWISE, PLACE AT DESIRED STOPPING POINT. PARALLEL TO CROSSROAD CENTERLINE, WHERE POSSIBLE
PAINTED MEDIANS	2 @ 4 (100) WITH 12 (300) DIAGONALS @ 45° NO DIAGONALS USED FOR 4' (1.2 m) WIDE MEDIANS	SOLID	YELLOW: TWO WAY TRAFFIC WHITE: ONE WAY TRAFFIC	11 (280) C-C FOR THE DOUBLE LINE SEE TYPICAL PAINTED MEDIAN MARKING.
GORE MARKING AND CHANNELIZING LINES	8 (200) WITH 12 (300) DIAGONALS @ 45°	SOLID	WHITE	DIAGONALS: 15' (4.5 m) C-C (LESS THAN 30MPH (50 km/h)) 20' (6 m) C-C 30MPH (50 km/h) TO 45MPH (70 km/h) 30' (9 m) C-C (OVER 45MPH (70 km/h))
RAILROAD CROSSING	24 (600) TRANSVERSE LINES; "RR" IS 6' (1.8 m) LETTERS; 16 (400) LINE FOR "X"	SOLID	WHITE	SEE STATE STANDARD 780001 AREA OF: "R"=3.6 SQ. FT. (0.33 m ²) EACH "X"=54.0 SQ. FT. (5.0 m ²)
SHOULDER DIAGONALS (REQUIRED FOR SHOULDERS ≥ 8')	12 (300) @ 45°	SOLID	WHITE - RIGHT YELLOW - LEFT	50' (15 m) C-C (LESS THAN 30MPH (50 km/h)) 75' (25 m) C-C 30 MPH (50 km/h) TO 45MPH (70 km/h) 150' (45 m) C-C (OVER 45MPH (70 km/h))
U TURN ARROW	SEE DETAIL	SOLID	WHITE	16.3 SF
2 ARROW COMBINATION LEFT AND U TURN	SEE DETAIL	SOLID	WHITE	30.4 SF

FOR FURTHER DETAILS ON PAVEMENT MARKING REFER TO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND STATE STANDARD 780001.

All dimensions are in inches (millimeters) unless otherwise shown.

MODEL Default
FILE NAME: p:\w\WESTERNSPRINGS\240505\Civil\12-D1-STD_03-240505.sht
N:\WESTERNSPRINGS\240505\Civil\12-D1-STD_03-240505.sht
Default

USER NAME = footemj	DESIGNED - EVERS	REVISED - C. JUCIUS 09-09-09
DRAWN -	REVISOR - C. JUCIUS 07-01-13	
PLOT SCALE = 50,0000 " / in.	CHECKED -	REVISED - C. JUCIUS 12-21-15
PLOT DATE = 3/4/2019	DATE - 03-19-90	REVISED - C. JUCIUS 04-12-16

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

DISTRICT ONE
TYPICAL PAVEMENT MARKINGS

SCALE: NONE SHEET 1 OF 2 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	TC-13			CONTRACT NO.
		ILLINOIS	FED. AID PROJECT	

11/15/2019 10:34:57 AM User:footemj

FILE NAME =	USER NAME = awatzke	DESIGNED - AW	REVISED -
N:\WESTERNSPRINGS\240505\Civil\12-D1-STD_03-240505.sht	12-D1-STD_03-240505.sht	DRAWN - AW	REVISED -
	PLOT SCALE = N.T.S.	CHECKED - AJS	REVISED -
Default	PLOT DATE = 1/27/2025	DATE - 1/27/2025	REVISED -

VILLAGE OF WESTERN SPRINGS
2025 MFT RESURFACING PROJECT

IDOT DISTRICT 1 STANDARDS

SCALE: N.T.S. SHEET 1 OF 1 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	25-00106-00-RS	COOK	12	12
				CONTRACT NO.
		ILLINOIS	FED. AID PROJECT	



COVER SHEET

Proposal Submitted By:			
Contractor's Name			
Contractor's Address	City	State	Zip Code

STATE OF ILLINOIS

Local Public Agency	County	Section Number
Village of Western Springs	Cook	25-00106-00-RS
Route(s) (Street/Road Name)		Type of Funds
45th Street		MFT & Local

☐ Proposal Only ☐ Proposal and Plans ☒ Proposal only, plans are separate

Submitted/Approved

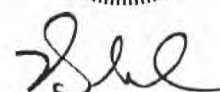
For Local Public Agency:

For a County and Road District Project
Submitted/Approved
Highway Commissioner Signature & Date
Submitted/Approved
County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project
Submitted/Approved/Passed
Signature & Date
 3/17/25
Official Title
Director of Engineering Services/Village Engineer

Department of Transportation
Released for bid based on limited review
Regional Engineer Signature & Date
 / MK

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.



Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	25-00106-00-RS	45th Street

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of **WESTERN SPRINGS VILLAGE CLERK**
 Name of Office
740 HILLGROVE AVENUE, WESTERN SPRINGS, IL 60558 until **10:00 AM** on **04/08/25**
 Address Time Date

Sealed proposals will be opened and read publicly at the office of **WESTERN SPRINGS VILLAGE CLERK**
 Name of Office
740 HILLGROVE AVENUE, WESTERN SPRINGS, IL 60558 at **10:00 AM** on **04/08/25**
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
45TH STREET (WOLF ROAD TO GILBERT AVENUE)	2,670 LF, 0.51 mi

Proposed Improvement
HMA SURFACE REMOVAL, PAVEMENT PATCHING, SIDEWALK, DRIVEWAY AND CURB AND GUTTER R&R, STRUCTURE ADJUSTMENTS, HMA PAVEMENT INSTALLATION AND PARKWAY RESTORATION.

1. Plans and proposal forms will be available in the office of
ELECTRONICALLY AT www.cbbel.com/bidding-info FOR A NON-REFUNDABLE \$30 FEE - QUESTCDN #9512317

- ☒ Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
- The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
- The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - Local Public Agency Formal Contract Proposal (BLR 12200)
 - Schedule of Prices (BLR 12201)
 - Proposal Bid Bond (BLR 12230) (if applicable)
 - Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
- The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
- Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
- The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
- Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	25-00106-00-RS	45th Street

PROPOSAL

- Proposal of _____ Contractor's Name _____
Contractor's Address _____
- The plans for the proposed work are those prepared by CHRISTOPHER B. BURKE ENGINEERING, LTD and approved by the Department of Transportation on _____.
- The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- The undersigned agrees to complete the work within _____ working days or by 06/27/25 unless additional time is granted in accordance with the specifications.
- The successful bidder at the time of execution of the contract Will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: VILLAGE Treasurer of WESTERN SPRINGS.
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	25-00106-00-RS	45th Street

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	25-00106-00-RS	45th Street

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City

State

Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City

State

Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name

Signature & Date

Title

Business Address

City

State

Zip Code

Insert Names of Officers

President

Attest:

Secretary

Secretary

Treasurer



Contractor's Name

Contractor's Address

City

State

Zip Code

--	--	--	--

Local Public Agency

County

Section Number

Village of Western Springs

Cook

25-00106-00-RS

Route(s) (Street/Road Name)

45th Street (Wolf Road to Gilbert Avenue)

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
*1	TREE ROOT PRUNING	EACH	7		
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	72		
*3	POROUS GRANULAR EMBANKMENT	CU YD	72		
*4	INLET FILTERS	EACH	24		
*5	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	81		
6	BITUMINOUS MATERIALS (TACK COAT)	POUND	5047		
7	LONGITUDINAL JOINT SEALANT	FOOT	2670		
8	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	144		
9	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	329		
10	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	658		
*11	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7"	SQ YD	59		
*12	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	4230		
13	DETECTABLE WARNINGS	SQ FT	260		
14	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	7120		
15	DRIVEWAY PAVEMENT REMOVAL	SQ YD	112		
16	SIDEWALK REMOVAL	SQ FT	4230		
*17	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	712		
*18	CLASS D PATCHES, 2 INCH (SPECIAL) - SKIP PATCHING (SPRING 2025 COMPLETION)	SQ YD	2400		

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	25-00106-25-RS	45 th Street

Item Number	Items	Unit	Quantity	Unit Price	Total
*19	CLASS D PATCHES, 2 INCH (SPECIAL) - SKIP PATCHING (FALL 2025 COMPLETION)	SQ YD	1250		
*20	CLASS D PATCHES, 8 INCH (SPECIAL) - SKIP PATCHING (SPRING 2025 COMPLETION)	SQ YD	315		
*21	CLASS D PATCHES, 8 INCH (SPECIAL) - SKIP PATCHING (FALL 2025 COMPLETION)	SQ YD	215		
*22	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	5		
*23	FRAMES AND GRATES, TYPE 3	EACH	13		
*24	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	10		
25	CONCRETE CURB, TYPE B	FOOT	140		
*26	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1		
*27	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1		
28	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	400		
29	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	105		
*30	SANITARY MANHOLES TO BE ADJUSTED	EACH	6		
*31	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	5		
*32	CONSTRUCTION LAYOUT	L SUM	1		
*33	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	18		
*34	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1		
*35	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	790		
*36	HMA DRIVEWAY PAVEMENT, 3"	SQ YD	53		
*37	LAWN AND PARKWAY RESTORATION, SPECIAL - SODDING	SQ YD	413		
Bidders Proposal =					

1. * Indicates Special Provision
2. Each pay item should have a unit price and a total price.
3. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
4. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
5. A bid may be declared unacceptable if neither a unit price or total price is shown.



Local Public Agency

County

Section Number

VILLAGE OF WESTERN SPRINGS

Cook

25-00106-00-RS

WE, _____ as PRINCIPAL, and
_____ as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ of _____
Day Month and Year

Principal

Company Name

Signature & Date

By:

Title

Company Name

Signature & Date

By:

Title

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety

Signature of Attorney-in-Fact Signature & Date

By:

STATE OF IL

COUNTY OF

I _____, a Notary Public in and for said county do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month and Year

(SEAL, if required by the LPA)

Notary Public Signature & Date

Date commission expires _____

Local Public Agency

County

Section Number

VILLAGE OF WESTERN SPRINGS

Cook

25-00106-00-RS

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature & Date

--

Title

--



Affidavit of Availability
For the Letting of 02/25/25



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

Total Uncompleted					
-------------------	--	--	--	--	--

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts



Local Public Agency	County	Street Name/Road Name	Section Number
VILLAGE OF WESTERN SPRINGS	Cook	45th Street	25-00106-00-RS

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
- ☐ For the following deliver and install bidding groups in this material proposal.

--

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

--

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

--

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature & Date		
Title			
Address	City	State	Zip Code



Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
VILLAGE OF WESTERN SPRINGS	Cook	45th Street	25-00106-00-RS

I, _____ of _____, _____,
Name of Affiant City of Affiant State of Affiant
being first duly sworn upon oath, state as follows:

1. That I am the _____ of _____.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, _____, will maintain a business office in the
Bidder
State of Illinois, which will be located in _____ County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

--

Print Name of Affiant

--

Notary Public

State of IL

County _____

Signed (or subscribed or attested) before me on _____ by
(date)

_____, authorized agent(s) of
(name/s of person/s)

Bidder

Notary Public Signature & Date

--

(SEAL)

My commission expires _____

SEXUAL HARASSMENT CERTIFICATE

_____ hereinafter referred to as "Contractor" having submitted a bid/proposal for the 2025 MFT RESURFACING PROJECT to the Village of Western Springs, Cook County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____,
2025.

Notary Public

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TAB 1

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FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
 (Adopted 1-1-22) (Revised 1-1-25)

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Check Sheet for Recurring Special Provisions

Local Public Agency

County

Section Number

VILLAGE OF WESTERN SPRINGS

Will

25-00106-00-RS

☐ Check this box for lettings prior to 01/01/2025

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VILLAGE OF WESTERN SPRINGS

Will

25-00106-00-RS

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VILLAGE OF WESTERN SPRINGS
CONTRACT FOR THE CONSTRUCTION OF
2025 MFT RESURFACING PROJECT
SPECIFICATIONS

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SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, Latest Edition, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures of Materials” in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of **2025 MFT RESURFACING PROJECT, SECTION 25-00106-00-RS**, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF IMPROVEMENT

The 2025 MFT RESURFACING PROJECT is located at following locations within the Village of Western Springs, Illinois:

MFT

Street

45th Street

HMA Skip Patching (Base Bid)

Limits

Wolf Road to Gilbert Avenue

Various Streets

A location map has been provided on the plans that will assist in determining the approximate locations within the Village.

DESCRIPTION OF IMPROVEMENT

The proposed work is officially known as the **2025 MFT RESURFACING PROJECT** and further described as a roadway resurfacing and repair project. The work to be performed consists of HMA surface removal, pavement patching, sidewalk, driveway and curb and gutter R&R, structure adjustments, HMA surface course and level binder installation, parkway restoration, and all collateral work necessary to complete the improvement as shown and described herein.

AVAILABILITY OF CONTRACT DOCUMENTS

The Bidding Documents can be obtained through QuestCDN via the CBBEL website at www.cbbel.com/bidding-info or at www.questcdn.com under Login using **QuestCDN #9512317** for a \$30 nonrefundable fee. A QuestCDN login will be required for each planholder. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading digital product information.

Contractors must purchase bid documents and be shown on the Bidder’s Planholder List in order to bid. Bids received from contractors who are not in the Bidder’s Planholder List may be rejected.

PUBLIC BID OPENING

Sealed bids to complete all work required for the 2025 MFT RESURFACING PROJECT will be received by the Village of Western Springs, Cook County, Illinois until 10:00 a.m. Prevailing Local Time on the 8th day of April, 2025 by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558-0528 immediately after which time and at

such place all bids will be publicly opened. Sealed envelopes or packages containing bids shall be addressed to the Village Clerk's Office, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, IL 60558, and shall be marked "Sealed Bid – 2025 MFT RESURFACING PROJECT".

PROJECT SCHEDULE AND COMPLETION DATE

All work on 45th Street shall be completed by **June 27, 2025**, including all landscape restoration and punch list items. Once work begins on 45th Street, the Contractor shall complete all work within 20 working days.

The skip patching will be completed at two different times. It is anticipated that a portion of the patching will take place in Spring 2025 with a completion date of **June 27, 2025**, while the remaining skip patching will take place in Fall 2025 with a completion date of **October 31, 2025**.

IDOT PREQUALIFICATION

Prequalification by IDOT will be required of all contractors and subcontractors on this project in the respective discipline(s) they will be responsible for constructing. HMA contractor must be prequalified with the "003 – Hot-Mix Asphalt (HMA) Plant Mix" or the "005 – Hot-Mix Asphalt (HMA) Paving" designation.

NOTICE

A minimum of forty-eight (48) hour notice will be given to the Village prior to starting work, or restarting work after some absence of work for any reason.

DEFINITION OF TERMS

In addition to the definitions included in Section 101 of Standard Specifications, the following shall apply:

Engineer - shall be the firm of Christopher B. Burke Engineering, Ltd. as Engineer employed by the Owner.

Owner - shall be the Village of Western Springs

Inspector - shall be the firm of Christopher B. Burke Engineering, Ltd. as Inspector employed by the Owner.

AUTHORITY OF ENGINEER

The authority of the Engineer as defined in Article 105.01 of the Standard Specifications shall be re-defined as follows:

"All work shall be done under the observation of the Engineer and shall be done in accordance with requirements of the Contract. The Engineer shall decide all questions which arise as to the interpretation of the Plans and Specifications and as to disputes and mutual rights between Contractors under the Specifications. The Engineer shall advise the Owner as to the quality and acceptability of materials furnished and work performed, rate of progress of the work, and acceptable fulfillment of the Contract. The Engineer will determine the amount of materials

furnished and work performed. The Engineer's advice and determinations shall be conditions precedent to the right of the Contractor to receive money due the Contractor under the Contract."

"The Engineer will notify the Contractor in writing if the work is to be suspended by the Owner wholly or in part due to the failure of the Contractor to carry out provisions of the contract; for failure to carry out orders; for such periods due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest."

"In case of failure on the part of the Contractor to execute work as directed by the Engineer, the Owner may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract."

INDEMNIFICATION AND INSURANCE

The contractor shall include the Village, the Engineer, and Engineer's Consultants and the officers, employees, and agents of each and any of them in his indemnity obligations required by Article 107.26 of the Standard Specifications.

The Contractor's comprehensive general liability insurance required by Article 107.27 of the Standard Specifications shall include as additional insureds the County, the Engineer, and Engineer's Consultants, and all of whom shall be listed by name as additional insureds, and include coverage for the respective officers and employees of all such additional insureds, and shall cover the Contractor's indemnity obligations under Article 107.26 of the Standard Specifications.

In addition to the insurance coverage required by Article 107.27 of the Standard Specifications, the Contractor shall also purchase and maintain umbrella liability coverage in an amount not less than \$3,000,000. Such coverage shall include, but not limited to, excess coverage for the Worker's Compensation, Comprehensive General, and Automobile Liability policies.

In addition to delivering certificates of insurance in accordance with Article 107.27 of the Standard Specifications, the Contractor shall also deliver to the Village, with copies to each additional insured, certificates of insurance which the Contractor is required to purchase and maintain in accordance with Article 107.27 prior to execution of the contract. The Contractor shall also deliver to the Village, with copies to each additional insured, copies of all endorsements to the insurance policies within 30 calendar days after the execution of the contract or prior to final payment, whichever comes first. The Village will withhold the third, and subsequent progress payments or final pay request due the Contractor pending the receipt of all required insurance policy endorsements.

PRE-CONSTRUCTION MEETING

Upon execution of the contract with the successful bidder, the Village will schedule a meeting with the Contractor. The Contractor shall submit his progress schedule, QC Plan, any material submittals, and Traffic Control Plan at or before this meeting. In attendance shall be the Contractor's representative on the job, i.e., Construction Superintendent or Foreman. On or

before this meeting the Contractor shall inspect the work site to determine the existing conditions.

1. Purpose - To discuss and resolve any problems regarding the work prior to the Contractor starting work. This includes the schedule of construction operations and interpretation of the Special Provisions and/or plans.
2. Attendance - Village Engineer, representatives of other Village departments, Contractor, Utility Company representatives, if utility work or adjustments is required. Also, any other person as may be deemed necessary.
3. Specification information regarding source of materials, responsibility for testing of materials, who is QC Manager, work to be sublet, responsibility for maintaining traffic/detours and any other problems relating to work will be discussed.
4. A roster will be prepared which will list the names, addresses and telephone numbers of all parties concerned. Twenty-four (24) hour a day and emergency contact persons and phone numbers shall be listed.

STRUCTURES PUNCH LIST

The Contractor shall complete all punch list items related to structures and structure adjustments prior to the placement of the final HMA surface course. Additionally, all structures shall be inspected immediately following the placement of the HMA surface course to ensure no asphalt has been left in the bench. The Contractor shall be responsible for removing any asphalt within existing structures and any asphalt or concrete from lids or grates.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

OPENING ROADWAYS TO TRAFFIC SPECIAL REQUIREMENTS

Time is of the essence to the contract. Any aggregate base course exposed during grinding shall not be permitted to be exposed for more than 72 hours, unless the exposure time is extended in writing by the Engineer for a cause listed and pursuant to the procedure set forth in Article 108.08 of the Standard Specifications. Should the Contractor fail to pave over the exposed aggregate base course within 72 hours or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the sum of \$5,000 per calendar day per occurrence, not as a penalty but as liquidated damages, for each day of overrun in the 72 hour period or such extended time as may have been allowed to complete

any such work. The liquidated damages for failure to complete the work to pave over the aggregate base course within 72 hours are approximate, due to the impracticality of calculating and proving actual delay costs. The liquidated damage amount establishes the cost to account for possible increased future maintenance or premature replacement costs, administration, engineering, liability, emergency response, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

All concrete curb, gutter and the concrete driveway aprons shall be permitted to cure for a minimum of 72 hours. Curbs, gutters and concrete driveway aprons on the fire hydrant side of the street shall be removed and replaced first. The Contractor shall complete the work to remove and replace the concrete curb and gutter, concrete sidewalk and concrete driveways (removal, framing, pouring and 72-hour curing) within seven calendar days, unless the concrete curb and gutter, concrete sidewalk and concrete driveway completion time is extended in writing by the Engineer for a cause listed and pursuant to the procedure set forth in Article 108.08 of the Standard Specifications. Should the Contractor fail to complete the work to remove and replace the concrete curb and gutter, concrete sidewalk and concrete driveways (removal, framing, pouring and 72-hour curing) within seven calendar days or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the sum of \$500 per calendar day per occurrence, not as a penalty but as liquidated damages, for each day of overrun in the seven-calendar-day period or such extended time as may have been allowed to complete any such work. The liquidated damages for failure to complete the work to remove and replace the concrete curb and gutter, concrete sidewalk and concrete driveways (removal, framing, pouring and 72 hour curing) within seven calendar days on time are approximate, due to the impracticality of calculating and proving actual delay costs. The liquidated damage amount establishes the cost of delay to account for administration, engineering, liability, emergency response, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by the liquidated damage amount are understood to be fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Except during curb and gutter and driveway apron removal and replacement, all driveways shall be open to permit access the property to which the driveway serves at the end of each workday. Should the Contractor fail to open any such driveway at the end of any workday, the Contractor shall be liable and shall pay to the Village the sum of \$500 per calendar day per driveway, not as a penalty but as liquidated damages, for each day that the Contractor fails to open any such driveway. The liquidated damages for failure to complete the work to remove and replace the concrete curb and gutter, concrete sidewalk and concrete driveways (removal, framing, pouring and 72 hour curing) within seven calendar days on time are

approximate, due to the impracticality of calculating and proving actual delay costs. The liquidated damage amount establishes the cost of delay to account for administration, engineering, liability, emergency response, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

For each street, Contractor shall start curb installation at one end and continue on a linear path to the terminus of that side. At no time shall the Contractor start in the middle of a street or jump to another portion of that side. Should the Contractor not move in a linear path, the Contractor shall be liable and shall pay to the Village the sum of \$1000 per side of the street, not as a penalty but as liquidated damages, for each side that the Contractor does not construct the road as specified. The liquidated damage amount establishes the cost to account for increased administration, engineering, liability, emergency response, inspection, and supervision during periods of time in which the Contractor move his operation on a non-linear path. The costs presented by the liquidated damage amount are understood to be fair and reasonable estimates of the costs that will be borne by the Village for the additional time necessary to inspect various locations on the same street. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

All equipment shall be moved from one construction “zone” to another by a rubber tire vehicle or machine. Equipment shall not be driven on a street between one construction “zone” to another. Should the Contractor drive equipment on a street between one construction “zone” and another, the Contractor shall be liable and shall pay to the Village the sum of \$10,000 per occurrence, not as a penalty but as liquidated damages. The liquidated damages for driving equipment on a street between one construction “zone” and another are approximate, due to the impracticality of calculating and proving actual delay costs. The liquidated damage amount establishes the cost of latent damage to a street resulting in possible increased future maintenance or premature replacement costs, administration, engineering, liability, emergency response, inspection, and supervision during such occurrence. The costs represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Village due to the driving equipment on a street between one construction “zone” and another. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

For each street, milled pavement shall be resurfaced with HMA pavement within five (5) calendar days, in accordance with Section 440.04 of the Standard Specifications. Should the Contractor fail to meet this requirement, the Contractor shall be liable and shall pay to the Village the sum of \$5,000 per calendar day per street until resurfacing is complete on each respective street, not as a penalty but as liquidated damages.

For each street within the project area, the Contractor shall complete the placement of HMA Surface Course within one (1) week of the completion of the HMA Binder Course placement on that street, unless permitted otherwise by the Village. If the Contractor does not complete

the HMA Surface Course in accordance with this requirement, the Contractor shall be liable and shall pay the Village the sum of \$1,000 per street per day, not as a penalty but as liquidated damages.

For each street, all paving operations (Binder or Surface Course) shall be completed the day it is started. However, the Contractor will not be permitted to place more than one lift of Binder Course (or Surface Course over a Binder Course) per day due to the potential damages caused by heavy equipment. Also, no cold joints shall be permitted within any binder or surface course. Should the Contractor construct a cold joint within the paving limits, the Contractor shall be liable and shall pay to the Village the sum of \$5,000 per location, not as a penalty but as liquidated damages. If a cold joint is placed within any binder and surface course the Contractor will be required to remove the binder or surface course containing the cold joining per the direction of the Engineer.

Tack coat shall be placed and completed prior to 6am unless otherwise approved by the engineer.

At the end of each day of paving, the Contractor is responsible for removing all piles of excess asphalt (from the paving operations) left in the curb, parkway or the street. If the Contractor does not remove these piles the day of the paving operations, the Contractor shall be liable and shall pay the Village the sum of \$500 per location per day, not as a penalty but as liquidated damages.

No garbage shall be disposed of by the Contractor on the project site. Should the Contractor dispose of garbage on the project site, the Contractor shall be liable and shall pay to the Village the sum of \$500 per calendar day per occurrence, not as a penalty but as liquidated damages, for each day that the Contractor has disposed of garbage on the project site. The liquidated damages for disposing of garbage on the project site are approximate, due to the impracticality of calculating and proving actual costs. The liquidated damage amount establishes the cost to account for increased administration, engineering, liability, emergency response, inspection, and supervision during periods of time in which garbage is disposed on the project site. The costs represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Village dealing with the disposal of garbage on the project site. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village. The liquidated damage amounts establish the cost to account for increased administration, engineering, liability, emergency response, inspection, and supervision during periods of extended time which the street remains closed. The costs represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the paving of any street. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

CONSTRUCTION SEQUENCING

The Contractor's Superintendent and the Resident Engineer will be required to work together with the affected residents in planning their construction schedule so as to minimize the inconvenience and maintain a reasonable level of construction efficiency.

Access to driveways and street parking will be restricted to one side of the street at a time, and for a maximum of five (5) calendar days per residence per incident. Otherwise, access to driveways will not be restricted except for short daytime closures only.

Local roadways under construction may be closed to through traffic as necessary to facilitate construction. Road may not be closed to local traffic, unless otherwise authorized by the Village.

Emergency access shall be maintained at all times.

This work shall not be paid for separately but shall be included in the bid prices for traffic control and protection.

STATUS OF UTILITIES (D-1)

Effective: June 1, 2016

Revised: April 1, 2025

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
45 th Street (Wolf Road to Gilbert Avenue)	Manholes	Six existing AT&T manholes will need to be adjusted by AT&T prior to paving final surface.	AT&T	2 Days

PROTECTION OF TREES AND SHRUBS

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Wherever trees which are not permitted to be removed interfere with normal excavation procedures, the following shall govern. No machine excavation shall be made within a distance of three tree trunk diameters or 12 inches (whichever is greater) of any tree, and no roots over 2 inches in diameter shall be cut unless, in the opinion of the Engineer, it is impossible to complete the work without cutting. Excavation closer than three trunk diameters or 12 inches (whichever is greater) from any tree shall be made by hand, and the tree shall be tunneled where necessary as determined by the Engineer.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

Wherever necessary, the Contractor shall provide tree protection fencing in accordance with the Village Standard detail. If excavation is required to take place within the critical root zone outlined in the Village Standard Detail, plank wrappers wired in place shall be provided to protect tree trunks from being damaged by trench machinery, tractors or trucks.

Protective fencing and or planking shall be removed as soon as practical after the work in the vicinity has been completed. In removing spoil banks from around trees, hand work will be required as necessary to prevent damage to the trunks by construction machinery. Protective fencing shall be included in the cost of the item requiring tree protection.

Small trees (less than 4 inches in diameter) and shrubs which are removed or severely damaged during construction shall be replaced in kind and size by the Contractor. Trees larger than 1 inch in diameter shall be furnished balled and burlapped. The Contractor shall have the option of removing and replanting existing small trees and shrubs in the construction zone in lieu of replacement with new stock. All plantings shall be thoroughly watered at the time of planting and thereafter as required. All trees and shrubs planted or replanted by the Contractor which do not survive in good condition for a period of 18 months after the time of planting, shall be removed and replaced by the Contractor.

Damages at the rate of one hundred dollars (\$100.00) per inch of trunk diameter shall be charged against the Contractor for unauthorized removal or destruction of any tree 4 inches in diameter or larger.

Basis of Payment

This work shall not be paid for separately but rather shall be included in the cost of the items for which this work applies.

CONSTRUCTION NOTICES

It shall be the Contractor's responsibility to produce and distribute all construction notifications to residents/businesses and to place no parking signs on streets a minimum of 24 hours in advance of work. No parking signs shall be removed when work is not occurring and reposted as needed when operations continue. This work will not be measured for payment but shall

be included in the total contract cost. The construction notices and no parking signs shall be reviewed and approved by the Engineer prior to being distributed/posted. Notices shall be issued at various project stages as required by the Engineer.

The Contractor will also be responsible for distributing and/or redistributing notices in case of any delays due to inclement weather or for any other reason for extended stoppages (i.e. strikes) in the construction schedule.

Should the Contractor fail to distribute or post notices per the request of the Village, the Contractor shall pay to the Village the sum of \$250 per incident, not as a penalty, but as liquidated damages.

Basis of Payment. This work shall not be paid for separately but rather shall be included in the total contract cost.

MOBILIZATION

This work shall be done in accordance with Section 671 of the Standard Specifications except as modified herein.

Basis of Payment

This work shall not be paid for separately but rather shall be included in the cost of the items for which this work applies.

SIGN RELOCATIONS

The Contractor shall remove and relocate all street signs located in or near the construction zone as directed by the Village. Contractor shall be responsible for documenting sign locations and replacing each sign to the exact pre-project location in accordance with MUTCD standards, unless otherwise directed by the Engineer. The Contractor shall be responsible for replacing at his expense any signs damaged during the course of construction and the operation of removing and relocating any signs. The removal and relocation of all existing signs within the construction limits shall not be paid for separately but shall be incidental to the contract.

TREE ROOT PRUNING

Work under this item shall consist of pruning tree root structures using disc blade trenching equipment, trench backfilling and mulching. Pruning will be required where construction activities will encroach upon critical root zone areas as designated by Engineer.

The trench width for root pruning shall not exceed 6". Root pruning shall be to a depth of not less than 18". All pruning operations shall be completed prior to beginning any work which would disturb the root zone. The trench shall be backfilled and loosely compacted. Immediately following the completion of root pruning activities, Contractor shall erect protective fencing around those trees designated on the Drawings, so as to enclose the remainder of the critical root zone as shown on the details.

Basis of Payment

Work under this item shall be paid for at the Contract Unit Price per each for TREE ROOT PRUNING; which price shall include all labor, materials, and equipment necessary to satisfactorily complete the Work as described herein.

POROUS GRANULAR EMBANKMENT

This work shall consist of furnishing, transporting, and placing porous granular material to replace unsuitable or unstable materials which are removed from the pavement subgrade. Work shall be performed in accordance with Section 207 of the Standard Specifications with the following modifications:

The gradation of the material used for this item shall meet the following requirements:

<u>Sieve Size</u>	<u>% Passing</u>
6"	94-100
4"	80-100
2"	20-70
1"	---
1/2"	---
#4	---
#200	0-10

At the Engineer's discretion, CA-1 (3" stone) shall replace the gradations listed above.

The material supplier shall provide gradation and quality data on the material prior to construction.

Basis of Payment

This work will be paid for at the Contract Unit Price per cubic yard for POROUS GRANULAR EMBANKMENT; which price shall include all materials, labor, and equipment necessary to satisfactorily complete the Work as specified herein

INLET FILTERS

This work shall include furnishing new inlet filter bags in accordance with Section 280 of the Standard Specifications and the manufacturer recommendations. At a minimum, the inlet filter shall conform to the following:

Frame: The flange shall be fabricated from 1/8" flat stock. The base ring shall be fabricated from 1-1/2" x 1-1/2" x 1/8" channel. All steel shall be domestic conforming to ASTM-A36.

Sediment Bag: The sediment bag shall be fabricated from 4 oz/sq yd non-woven polypropylene geotextile and shall be reinforced with polyester mesh. The bag shall be secured to the base ring with stainless steel strap and lock.

Inlet filters shall be installed prior to starting work on a given street. Once any site work has started, the Contractor shall be fined \$500 per structure per day for each filter not installed. Fines shall be imposed for missing filters until the final lift of surface has been placed.

All inlet filters shall be removed within 24 hours after placing the HMA surface course unless otherwise noted on the plans or as directed by the engineer. Liquidated damages for failure to remove filters within the specified timeframe shall be \$100 per structure per day.

Basis of Payment

This work will be paid for at the contract unit price per each for INLET FILTERS, which price shall include all labor, materials, and equipment necessary to satisfactorily complete the work as described herein.

SUB-BASE GRANULAR MATERIAL, TYPE B

Work under this item shall consist of placing granular sub-base materials beneath proposed sidewalks, curb and gutter and Portland cement concrete driveways at the locations specified in the Drawings, or designated by Engineer, in accordance with the applicable requirements of Section 311 of the Standard Specifications. Excavation and disposal of all sub-grade materials which are replaced by granular sub-base shall be considered included in the cost of this item.

Basis of Payment

This work will be paid for at the Contract Unit Price per cubic yard for SUB-BASE GRANULAR MATERIAL, TYPE B; which price shall include all materials, labor, and equipment necessary to satisfactorily complete the Work as specified herein.

PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7"

PORTLAND CEMENT CONCRETE SIDEWALK, 5"

Portland cement concrete driveway pavement and Portland cement concrete sidewalk shall be constructed on a 4" thick granular sub-base, in accordance with Sections 311, and 423 or 424 of the Standard Specifications, and the following:

Thickness of residential driveway approaches shall match the thickness of the driveway removed, or 7", whichever is greater.

Thickness of sidewalks shall be 5", except across driveways, where the walk thickness shall be increased to match the driveway slab thickness, as described above. No additional compensation will be made for such thickened walk areas.

At locations designated by Engineer as sidewalk ramps accessible to the disabled, sidewalks shall be finished in accordance with the details included in the plans. Type B side curb adjacent to ramps shall be constructed as necessary for ADA compliance of ramp, and this work shall be included in the cost of the sidewalk construction. Any Type B curb required at the direction of the Engineer beyond the upper landing/turning space (keystone) shall be paid for separately as CONCRETE CURB, TYPE B.

All earth excavation required to construct the proposed sidewalk and subbase shall be included in the cost of the PORTLAND CEMENT CONCRETE SIDEWALK, 5", including at locations where new sidewalk is to be constructed none currently exists.

The finished grades of replacement walks and driveways shall match adjacent surfaces.

The corners of driveway approaches adjacent to the back of curb shall be jointed or scored along a diagonal line whose ends are each 18" from the corner, measured along the slab edges.

Expansion joints shall be provided as described in Article 424.07, and also between the driveway pavement and back of curb.

The Contractor shall complete driveway construction, to the satisfaction of the Engineer, within fourteen (14) calendar days of the placement of the adjacent curb and gutter driveway. Failure to comply will result in a charge of \$500.00 per calendar day. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's action.

The Contractor shall backfill adjacent to the new driveway and sidewalk pavement, to the satisfaction of the Engineer, within seven (7) calendar days of the placement of the pavement. Failure to comply will result in a charge of \$500.00 per location per day. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's action.

After construction of the new driveway or sidewalk is complete, the Contractor shall restore adjacent grassed parkway areas in accordance with the requirements of the LAWN AND PARKWAY RESTORATION, SPECIAL – SODDING special provision included herein, except that a disturbed area up to 2 feet on either side of the sidewalk and/or driveway shall be restored and shall be included in the cost of the proposed sidewalk or driveway. Any additional sodding beyond the included 2 feet, as determined by or at the direction of the Engineer, shall be paid for separately as LAWN AND PARKWAY RESTORATION, SPECIAL – SODDING. The Contractor shall make every effort to minimize disturbance of parkways.

Basis of Payment

This Work will be paid for at the Contract Unit Price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7"; and at the Contract Unit Price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, 5"; which prices shall include all materials, labor and equipment necessary to satisfactorily complete the Work as specified herein. Construction of granular sub-base required for this Work will be measured and paid for separately.

CLASS D PATCHES (SPECIAL)

Work under these items shall be constructed where directed by Engineer or as shown on the Drawings in accordance with applicable details, and Section 442 of the Standard Specifications with the following modifications:

Saw cutting prior to removal of existing pavement will be completed as specified for FULL DEPTH SAWCUTTING and shall be included in the cost of pavement patching. A single pay item is established for each class of pavement patch, without regard to size of patch.

Full-depth Class D patches shall be installed per the thickness shown on the plans. Class D patches for streets to be resurfaced shall consist of HMA Binder Course, IL-19.0, N70.

All holes, soft places and other defects in the sub-grade shall be corrected by Contractor by removing the unstable material, adding sub-base granular material and by re-compacting the sub-grade either by means of a mechanical tamper meeting the approval of Engineer, or by hand tamper weighing not less than approximately 0.6 pounds per square inch of tamping face. If the sub-grade is dusty or muddy or improperly compacted, patching operations shall be suspended until the sub-grade is in a condition satisfactory to Engineer.

Locations where subgrade is unsuitable for patching shall be excavated in accordance with REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS and backfilled in accordance with POROUS GRANULAR EMBANKMENT at the discretion of the Engineer. REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS and POROUS GRANULAR EMBANKMENT shall be paid for separately.

Basis of Payment

This work will be paid for at the Contract Unit Price per square yard for CLASS D PATCHES (SPECIAL) of the thickness specified; measured in place, which prices shall include all labor, material, and equipment necessary to complete the work and dispose of the removed material as described herein. Full depth saw cutting shall be included in this item.

SKIP PATCHING

Work under this item shall be completed in accordance with the special provision for CLASS D PATCHES (SPECIAL), except as modified herein.

Quantity has been included in the contract for "skip patching", consisting of either a 2-inch or 8-inch Class D patch, on the following streets:

Streets

Various Streets Throughout the Village Limits TBD by Village Prior to Construction

This list is subject to change at the direction of the Village. The Village will notify the Contractor of any changes prior to the start of "skip patch" operations.

The Village would like a portion of the skip patches to be performed in Spring 2025, with the remainder to be performed in Fall 2025. The Spring patches shall be completed by June 27,

2025, and the fall patches shall be completed by October 31, 2025 unless otherwise approved by the Village. Pay items have been provided in the contract to differentiate between the Spring patching and Fall Patching. No separate payment shall be allowed for separate/additional mobilizations to complete the work. All costs for the additional mobilization shall be included in the cost of the applicable pay items.

The patches shall be marked in the field by the Engineer prior to initiating skip patching work. The top two (2) inches of all skip patches shall be N50 HMA surface course, and the remainder of the patch, if applicable, shall be binder course in accordance with the Standard Specifications. The final surface of the skip patches shall be flush with the adjacent existing pavement surface.

Basis of Payment

Skip patching shall be paid for with the following pay items, as the case may be:
CLASS D PATCHES, 2 INCH (SPECIAL) – SKIP PATCHING (SPRING COMPLETION)
CLASS D PATCHES, 8 INCH (SPECIAL) – SKIP PATCHING (SPRING COMPLETION)
CLASS D PATCHES, 2 INCH (SPECIAL) – SKIP PATCHING (FALL COMPLETION)
CLASS D PATCHES, 8 INCH (SPECIAL) – SKIP PATCHING (FALL COMPLETION)

Mobilization, traffic control and protection and all collateral work required for skip patching operations shall not be paid for separately, but shall be included in the cost of the CLASS D PATCHES, 2 INCH (SPECIAL) – SKIP PATCHING or CLASS D PATCHES, 8 INCH (SPECIAL) – SKIP PATCHING, of the completion timeframe noted. This shall include any and all signage, traffic control devices and flaggers as necessary to complete the work in accordance with the applicable IDOT Highway Standards.

DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

This work shall consist of adjusting domestic water service boxes to match finished grade as directed by the Engineer, in accordance with Section 565 of the Standard Specifications.

Top sections, extensions and/or caps compatible with the existing box may be required to adjust the box to the final grade. Replacement of damaged caps shall be considered included in the cost of this item.

For boxes which are located in sidewalks, driveways or alleys constructed as part of this improvement, the Contractor is responsible for confirming all caps and bolts can be opened after the concrete or asphalt has been placed. The Contractor shall confirm each roundway is keyable. If the Contractor cannot key the roundway, he/she shall notify the Engineer. After the work has been completed, the Contractor shall open each box in the presence of the Engineer.

Basis of Payment

This work shall be paid for at the contract unit price per each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED.

FRAMES AND GRATES

FRAMES AND LIDS

This work shall apply to furnishing new castings to replace casting on existing structures, or to new castings on new structures, where directed by the Engineer. This work shall be performed in accordance with Sections 602 and 604 of the Standard Specifications, with the following modifications:

- Existing castings deemed by Engineer to be in re-usable condition remain the property of Village and shall be delivered by Contractor to Village's Public Works Department Yard at 1440 Hillgrove Avenue. Delivery shall be considered included in the cost of the Contract.
- All other castings shall be disposed of by Contractor, at his expense.
- Contractor shall submit the manufacturer and type of frames, grates, and lids proposed for use as Type 1 and Type 3 to the Village for approval prior to ordering materials.

Lids shall have machined bearing surfaces, watertight gaskets, and "concealed" pick holes. The top surface of lids shall be embossed with the words "VILLAGE OF WESTERN SPRINGS", and "STORM SEWER", "WATER" or "SANITARY SEWER", as appropriate for each structure. Sanitary manhole frames and lids (and storm manhole in combined areas) shall be installed in accordance with MWRD requirements.

Type 3 frames and grates located in depressed curb areas shall be installed with depressed curb grates approved by the Engineer. Any grates or lids within ADA curb ramps or crosswalks shall be ADA compliant. The Contractor shall provide shop drawings of all castings to the Engineer for approval prior to construction.

Basis of Payment

This work shall be paid for per each FRAMES AND GRATES or FRAMES AND LIDS, of the type specified, to be installed on existing manholes, catch basins and inlets that are to be adjusted. This work shall include furnishing and installing frames, grates and lids. Structure adjustment shall be paid for separately.

TRAFFIC CONTROL PLAN (DISTRICT 1)

Effective: September 30, 1985

Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices,

Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

Contractor shall contact the Village of Western Springs 72 hours in advance of beginning work.

STANDARDS:

701301, 701501, 701801, 701901

DETAILS:

Traffic Control and Protection for Side Roads, Intersections and Driveways (TC-10)

SPECIAL PROVISIONS:

LRS-3

LRS-4

Basis of Payment

This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, of the standard(s) specified. All other traffic control and protection necessary to complete the work to the satisfaction of the Engineer shall be considered included in these pay items.

VILLAGE TRAFFIC CONTROL REQUIREMENTS

Advance road closure signs shall be installed two weeks prior to the start of construction. All advance warning signs shall be installed two days prior to the start of construction.

Contractors shall assume that all roadway work shown on the plans will be completed under live traffic, with the contractor responsible for providing traffic control in accordance with IDOT standard details and specification.

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the Plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

Traffic Control Devices include signs and their supports, signals, pavement markings, barricades with sand bags, channelized devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

All warning signs shall have black legend and border on reflectorized orange background, unless otherwise specified. Warning signs shall be 48"x48" in size and shall be in like new condition. Damaged and/or dirty warning signs will not be allowed.

The Contractor is required to conduct routine inspections of the work site at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignments consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are operational, functional and effective 24-hours a day, including Sundays and holidays.

Barricades shall be placed to protect all open excavations greater than four (4) inches deep (patches, curb and gutter/sidewalk that has not yet been backfilled, etc.) and parked construction equipment at the end of each working day and at all times when work is not being performed in the immediate area of the excavations and parked equipment. All barricades shall be quipped with steady burn amber lights and shall be weighted down with sandbags. The use of barricades with flashing lights will not be allowed.

The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch men, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Village or its representative concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

All roads shall remain open to traffic. Any road closure shall require the consent of the Village. The Contractor shall also maintain entrances and side roads along the proposed improvement, unless otherwise approved by the Engineer. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

On two lane roads, the Contractor is to plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

No road closures or restrictions shall be permitted except those covered by Standard Designs without written approval by the Engineer.

Deficiency Charge. The primary concern of the Village is to maintain a safe travel way for the public and a safe Environment for the worker in the construction zone. The Contractor is expected to comply with the Standard Specifications, contract plans, these Special Provisions, and directions from the Engineer concerning traffic control protection. The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall immediately respond correcting traffic control deficiencies by dispatching men, materials and equipment to correct such deficiencies.

If the Contractor fails to begin corrections to the traffic control deficiencies within one (1) hour of the initial attempt of notification by the Village or its representative or fails to restore the traffic control and protection compliance with the specifications within four (4) hours of the original attempt of notification, the Village may execute such work as deemed necessary to correct the deficiencies. The cost thereof shall be deducted from monies due or which may become due the Contractor.

Failure to comply with directions from the Engineer for corrections or modifications to the traffic control and protection will result in a charge of \$1000.00 per calendar day. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's action.

Basis of Payment

This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, of the standard(s) specified. All other traffic control and protection necessary to complete the work to the satisfaction of the Engineer shall be considered included in these pay items.

AGGREGATE FOR TEMPORARY ACCESS

Revise Article 402.10 of the Standard Specifications to read:

“402.10 For Temporary Access. The Contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer.

- (a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface coarse for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03.”

Basis of Payment

AGGREGATE FOR TEMPORARY ACCESS will not be paid for separately but shall be considered included in the cost of the pavement items provided in the contract.

SANITARY MANHOLES TO BE ADJUSTED

This work shall be done in accordance with Section 602 of the Standard Specifications and applicable Village standard drawings and shall consist of the adjustment of sanitary manholes. Non-hardening butyl rubber mastic sealant; minimum thickness 1/4 inch, shall be used between adjusting rings in place of mortar, or as required by the Owner of the Sanitary Sewer. In locations where existing external frame seals exist, it shall be removed and disposed of and an internal/external frame seal shall be installed. In locations where internal frame seals exist, it shall be removed and disposed of and an internal/external frame seal shall be installed. In locations where there are no existing frame seals, an internal/external frame seal shall be installed. The installation of the internal/external frame seal will not be paid for separately and will be considered included in the cost of this pay item. New frames

and lids shall be installed in accordance with the plans and as directed by the Engineer. New Frames and lids shall be paid for separately.

The Internal/External Frame seal shall consist of the following:

1. Provide frame seals consisting of a flexible internal rubber sleeve, rubber ring, and external rubber sleeve and extension, and stainless steel compression bands.
2. Rubber sleeve, ring, butyl tape, and extension:
 - a. Provide rubber sleeve and extension complying with ASTM D412 and ASTM D2240.
 - b. Provide rubber ring complying with ASTM D-2000.
 - c. Provide butyl tape: Comply with 1000% minimum webbing @ 77 degrees F, 500% minimum elongation @ 32 degrees F, and maximum 75 psi compressibility @ 77 degrees F.
 - d. Provide sleeve with a minimum thickness of 0.062" and unexpanded external vertical heights of 10 to 12 inches.
 - e. Provide extension having a minimum thickness of 0.062".
 - f. Comply with a minimum 1500 psi tensile strength, maximum 18 percent compression set and a hardness (durameter) of 48±5.
3. Compression band:
 - a. Provide compression band to compress the sleeve against the manhole.
 - b. Use 16 gauge stainless steel conforming to ASTM A240 Type 304 with no welded attachments and having a minimum width of 1/2-inch.
 - c. Make a watertight seal having a minimum adjustment range of 2 diameter inches.
 - d. Provide stainless steel screws, bolts, and nuts conforming to ASTM F593 and 594, Type 304.
4. Acceptable products:
 - a. Adaptor, Inc. Internal/External Adaptor Seal.
 - b. Or equal.
 - c. Or as required by the Owner of the sanitary sewer system.

The Internal/External Frame Seal shall be installed as follows:

1. Install internal/external rubber gasket on the manhole chimney.
 - a. Provide watertight gasket to eliminate leakage between the internal/external frame seal and the adjusting ring and between each adjusting ring down to and including cone section.
2. Clean surface and prepare the lower 2 inches of the manhole frame and exterior of all adjusting rings and cone section/corbel surfaces.
3. Install internal rubber gasket in accordance with manufacturer's recommendations.
 - a. Field verify for suitable dimensions and layout before installation.
 - b. Realign frame as required.
4. Repair and apply mortar grout to the adjusting rings as required to provide a smooth, circular surface for the external rubber gasket.
5. Install external rubber gasket in accordance with manufacturer's recommendations.
 - a. Field verify for suitable dimensions and layout before installation.
 - b. Utilize sealing caulk where required.
 - c. Provide chimney seal extensions as required.

6. Test installation by flooding area around the manhole with water before backfilling and surface restoration.
 - a. Gaskets are required to provide watertight seal at openings between the frame and adjusting rings and between adjacent adjusting rings down to the cone/corbel section.
7. Reinstall and retest failing gaskets at no additional cost to Owner
8. Or as required by the Owner of the sanitary sewer system.

When structures are located within the pavement resurfacing area, the sanitary manholes shall be adjusted in accordance with the adjustment sequence specified in the Special Provision for FRAMES AND LIDS TO BE ADJUSTED (SPECIAL).

Basis of Payment.

This work shall be paid for at the contract unit price per each of SANITARY MANHOLES TO BE ADJUSTED, which price shall include all of the above.

FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)

These items of work shall be performed as directed by the ENGINEER in conformance with applicable provisions of Sections 353, 406, 602 and 603 of the "Standard Specifications for Road and Bridge Construction". This work shall be completed in accordance with the Details for Frames and Lids Adjustment with Milling (BD-8) in the Plans, and shall include the following:

Stage I (Before Pavement Milling)

- A. Remove a minimum of 12" of the pavement from around the structure.
- B. Remove the existing frame and lid from the structure.
- C. Cover the structure opening with a 36" diameter metal plate.
- D. Backfill with crushed stone and a minimum 1½" thick bituminous material approved by the ENGINEER.

Stage II (After Pavement Milling/Leveling Binder)

- A. Remove the bituminous material and crushed stone.
- B. Install the frame and lid; adjust the frame to its final surface elevation.
- C. The surrounding space shall be filled with Class SI concrete to the elevation of the surface of the existing base course.

Additionally, this work shall include the removal of any debris, which has accumulated in the structure. Also, any mortar repairs, which need to be made around existing sewer pipes shall be included. Repair or replacement of masonry or concrete corbels on structures shall be made with concrete block, or pre-cast sections. Pre-cast concrete adjusting rings ("donuts") will be required to replace existing brick adjustments and allow castings to be set at the required elevation. The top ring and any rings under 2" thick shall be rubber. Rubber rings shall be PRO-RING by Cretex or an approved equal.

Adjusting rings and castings on all structures shall be bedded in bituminous mastic materials.

Where new castings are required, they will be paid for separately.

Removed castings which will not be reused will remain the property of Village and shall be delivered by Contractor to Village Public Works Department yards, located at 1440 Hillgrove Avenue. Delivery shall be considered included in the cost of this item.

Method of Measurement and Basis of Payment

This work will be paid for at the contract unit EACH price for FRAMES AND LIDS TO BE ADJUSTED (SPECIAL).

CONSTRUCTION LAYOUT

The Engineer will provide adequate reference points to the baseline of survey and benchmarks as shown in the plans and listed herein. Any additional control points set by the Engineer will be identified in the field to the Contractor and all field notes will be kept in the office of the Engineer.

The Contractor shall provide field forces, equipment and materials to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract.

The Contractor shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection of checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the Engineer

- a. The Engineer will locate and reference the baseline.

Locating and referencing the baseline of survey will consist of establishing and referencing the control points of the baseline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.

- b. Benchmarks will be established along the project outside of the construction lines not exceeding 300 m (1,000 ft.) intervals horizontally and 6 m (20 ft.) Vertically.

- c. Stakes set for (a) and (b) above will be identified in the field to the Contractor.

- d. The Engineer will make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- e. The Engineer will set all stakes for utility adjustment for building fences along the right of way line by parties other than the Contractor.
- f. The Engineer will make all arrangements and take all cross sections from which the various pay items are to be measured.
- g. Where the Contractor, in setting construction stakes, discovers discrepancies, the Engineer will check to determine their nature and make whatever revisions are necessary in the plans, including the recross-sectioning of the area involved. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for in accordance with 109.04 of the Standard Specifications.
- h. The Engineer will accept responsibility for the accuracy of the initial control points as provided herein.
- i. It is not the responsibility of the Engineer, except as provided herein, to check the correctness of the Contractor's stakes; however, any errors that are apparent will be immediately called to the Contractor's attention and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.
- j. Where the plan quantities for excavation are to be used as the final pay quantities, the Engineer will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the Contractor

- a. The Contractor shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the Contractor's responsibility to tie in baseline control points in order to preserve them during construction operations.

- b. The Contractor shall be responsible for locating and marking the limits of the project prior to the installation of silt fence.

- c. At the completion of the grading operations, the Contractor will be required to set stakes at 30 m (100 ft.) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the Engineer.
- d. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly and in accepted form.
- e. For work on streets identified for complete curb and gutter removal and replacement, the Contractor shall be responsible for furnishing all labor, materials and equipment necessary to document, lay out and re-establish existing curb and gutter and pavement grades. At a minimum, Contractor shall be required to survey and stake out existing and proposed edge of pavement and back of curb locations (horizontal and vertical) at 15' intervals as well as high points, low points and other locations of key grade change. Where deviations from existing grades are requested by the Village, the Village/Engineer shall determine proposed grades prior to Contractor layout, and shall be responsible for verifying the Contractor's layout in the field before construction commences.

Basis of Payment

This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, which shall be payment in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, and relocate all control and stationing points for the duration of the project.

DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED

This work shall consist of adjusting catch basins, manholes, inlets and valve vaults with their existing frame and grate in accordance with Section 602 of the Standard Specifications, MWRD Requirements and as specified herein.

Repair or replacement of masonry or concrete corbels on structures shall be made with concrete block, or pre-cast sections. Pre-cast concrete adjusting rings ("donuts") will be required to replace existing brick adjustments and allow castings to be set at the required elevation. The top ring and any rings under 2" thick shall be rubber. Rubber rings shall be PRO-RING by Cretex or an approved equal.

Adjusting rings and castings on all structures shall be bedded in bituminous mastic materials.

Any pavement removed during the adjustment of structures shall be replaced with a 6" (minimum) thick PCC patch. Patch shall extend from the bottom lowest ring to the top of the ground surface the patch shall be considered included in the cost of this item.

Where new castings are required, they will be paid for separately.

Removed castings which will not be reused will remain the property of Village and shall be delivered by Contractor to Village Public Works Department yards, located at 1440 Hillgrove Avenue. Delivery shall be considered incidental to the Contract.

Removal and replacement of combination concrete curb and gutter, pavement, etc., necessary for construction or adjustments of structures is not included in this work and will be paid for separately under other items.

Basis of Payment

This work will be paid for at the Contract Unit Price per each for DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED; which prices shall include all labor, materials, and equipment necessary to satisfactorily complete the Work as specified herein.

DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED

This work shall consist of adjusting catch basins, manholes, inlets and valve vaults with their existing frame and grate in accordance with Section 602 of the Standard Specifications, MWRD Requirements and as specified herein.

This item includes the cost of a new precast cone section or flat slab top, as the case may be.

Each structure being reconstructed shall be limited to two adjustment rings with a total maximum height of one (1) foot. Adjustment rings for structures in the pavement and rings under 2" on all drainage adjustments shall be preformed rubber. Adjustment rings greater than 2" for structures in the parkway shall be PCC. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure or PCC ring and the bottom of a rubber ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the adjusting ring and the bottom of the frame.

Basis of Payment. This work shall be paid for at the contract unit price per each for DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED.

CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

This work shall consist of the removal of the existing curb and gutter and the construction of new concrete curb and gutter to match the existing curb and gutter type (except where otherwise noted on the plans or directed by the Engineer) including all necessary excavation, embankment and doweling as shown in the detail on the plans and in accordance with Sections 606, 202, 205 and 311 of the Standard Specifications and as specified herein. For the purposes of this item, no differentiation shall be made between concrete curb and combination concrete curb and gutter. Subbase granular material shall be paid for separately. Concrete curb and gutter shall be constructed to the lines and grades established by the Engineer.

New curb and gutter shall match the existing curb and gutter type, unless otherwise noted on the plans and as specified herein. All transitions from new curb type to old curb type shall be

paid for as CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT. All proposed curb and gutter adjacent to new Type 3 frame and grates shall be type B-6.12 curb, except that the gutter shall be widened to match the curb grate at the frame as directed by the engineer. When Type 3 frames are located in a curb radius return, the entire radius shall be type B-6.12 curb with the exception of ADA compliant depressed curb at crosswalks. Transitions from Type B-6.12 curb to other curb types shall be made over 5 feet. Type B-6.12 curb and curb transitions shall be measured and paid for as CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT.

In addition to the requirements of Article 606.06 of the Standard Specifications the Contractor shall excavate all material necessary to build the proposed curb and gutter and proposed subbase in accordance with Section 202 of the Standard Specifications. The area between the edge of the existing pavement and the face of the new gutter shall be cleaned of all loose material and then filled with Class SI concrete to a minimum 6-inch width and rough troweled 2" below the top of the proposed gutter flag. The existing pavement shall have a clean sawcut edge prior to pouring concrete. Driveways shall not be removed for forming purposes unless approved by the Engineer.

The proposed subbase shall be subbase granular material, Type B with minimum thickness of 4" in accordance with Section 311 of the Standard Specifications. Backfill behind the proposed back of curb shall be in accordance with Section 205 of the Standard Specifications. Any existing pavement removed adjacent to the new curb and gutter shall be replaced in-kind.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the curb and gutter to be removed and that which is to remain in place. If the Contractor removes or damages the existing curb and gutter outside the limits designated by the Engineer for removal and replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer.

Contractor shall use full forms on both sides of the patch - 9" at edge of pavement and either 12" or 15" at back of curb.

Where Class D pavement patching will be adjacent to replacement curb and gutter, the curb and gutter replacement shall be completed first.

For HMA pavement sections, contraction joints shall be provided at uniform intervals not to exceed 15 feet.

Reinforcement/doweling of new curb and gutter shall be as shown on the detail in the plans.

Construction joints with dowel bars shall be provided at the end of a day's work. Transverse expansion joints (including two 1-1/8" diameter smooth coated dowel bars) shall be constructed at curvature points, and at additional locations designated by Engineer. Cost of all joints shall be incidental to the curb, or curb and gutter item.

At each location where the new curb meets the existing curb, the existing and new curb shall be tied together with 1 - No. 8 epoxy coated smooth dowel bar, 18" long. Dowel shall be drilled and grouted into the existing curb.

Where proposed curb is installed adjacent to existing PCC base, 5/8" diameter tie anchors shall be installed 30" on center. Tie anchors shall be included in the cost of the curb and gutter removal and replacement.

Depressed curb for driveway openings and at sidewalk ramps accessible to the disabled shall be constructed at the locations shown on the Drawings or designated by Engineer. No additional compensation will be made for depressed curb at ramp or driveway locations.

The Contractor shall backfill behind the new curb and gutter, to the satisfaction of the Engineer, within seven (7) calendar days of the placement of the curb and gutter. Failure to comply will result in a charge of \$500.00 per calendar day. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's action.

After construction of the new curb and gutter is complete, the Contractor shall restore adjacent grassed parkway areas in accordance with the requirements of the LAWN AND PARKWAY RESTORATION, SPECIAL – SODDING special provision included herein, except that a disturbed area up to 2 feet behind the curb shall be restored and shall be included in the cost of the proposed curb. Any additional sodding beyond the included 2 feet, as determined by or at the direction of the Engineer, shall be paid for separately as LAWN AND PARKWAY RESTORATION, SPECIAL – SODDING.

Method of Measurement shall be per Article 606, except any earth excavation will not be measured for payment for curb and gutter removal and replacement, but shall be included in the payment for CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT.

Basis of Payment

This work will be paid for at the Contract Unit Price per foot of CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT regardless of curb and gutter type removed and replaced; measured in place, which price shall include all materials, labor, tools, equipment, and any incidentals, including pavement removal, excavation, dowel bars and reinforcement, expansion joints, backfill, and up to 2 feet of landscape restoration (sodding) necessary to satisfactorily complete the Work as described herein.

HMA DRIVEWAY PAVEMENT

Work under this item consists of the replacement of hot-mix asphalt driveway surface. The limits of replacement will be marked in the field by Engineer.

Additional pavement which is damaged or disturbed beyond the marked limits due to negligence or carelessness on the part of Contractor, shall be re-sawed and removed. The additional quantity of pavement so removed (and replaced) will not be measured for payment.

HMA driveway pavement shall be 3-inches of HMA Surface Course placed in two 1 1/2 – inch lifts over 6-inches of aggregate base course. Any excavation required to install the new driveway shall be included in the cost of this item. The aggregate base course shall be included in the cost of this item. The existing aggregate base course may be reused if it is in suitable condition and approved by the Engineer.

The Contractor shall complete driveway construction, to the satisfaction of the Engineer, within fourteen (14) calendar days of the placement of the adjacent curb and gutter driveway. Failure to comply will result in a charge of \$500.00 per calendar day. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's action.

After construction of the new driveway is complete, the Contractor shall restore adjacent grassed parkway areas in accordance with the requirements of the LAWN AND PARKWAY RESTORATION, SPECIAL – SODDING special provision included herein, except that a disturbed area up to 2 feet on either side of the driveway shall be restored and shall be included in the cost of the proposed driveway. Any additional sodding beyond the included 2 feet, as determined by or at the direction of the Engineer, shall be paid for separately as LAWN AND PARKWAY RESTORATION, SPECIAL – SODDING. The Contractor shall make every effort to minimize disturbance of parkways, and determination of reasonable pay limits shall be made by the engineer.

Basis of Payment

This Work under this item will be paid for at the Contract Unit Price per square yard for HMA DRIVEWAY PAVEMENT, of the specified thickness, measured in place, which price shall include all materials, labor, and equipment necessary to satisfactorily complete the Work as specified herein.

LAWN AND PARKWAY RESTORATION, SPECIAL – SODDING

The work included under this item consists of furnishing all labor, materials, equipment, necessary for and incidental to, the complete repair and restoration of all lawn and parkway areas which are removed, rutted, gouged, or otherwise disturbed as a result of this project, as specified herein and at locations directed by the Engineer. Affected areas will be restored to a condition as good as, or better than, existed prior to the start of construction. All restored areas shall be in a healthy, growing condition before they are accepted by Village.

All topsoil placement and sodding installation work must be completed by an experienced landscape contractor approved by the Owner.

Limits of Responsibility

For purposes of payment under this item, a "Construction Zone" has been established adjacent to all project improvements. All disturbed areas that the Engineer designates for restoration within the Construction Zone shall be paid for under this item.

Unless otherwise shown on the project Drawings, specifically called for elsewhere within the Contract Documents, or subsequently provided in writing by Engineer to Contractor, the limits of this Construction Zone shall be:

<u>Construction Item:</u>	<u>Construction Zone Limit:</u>
Curbs (new or replacement)	2 feet behind back of curb (included in the cost of curb and gutter replacement).
Sidewalks, driveway approaches driveways, roads & parking lots	2 feet beyond edges of new construction (included in the cost of the sidewalk and/or driveway).
Underground structures (Manholes, valve vaults, valve boxes, catch basins, inlets, underground utility vaults).	5 feet in any direction from outside edge of structure.
Streetlights, power poles.	3 feet in any direction from pole base.

Up to 2 feet of landscape restoration and sodding required for repairing areas disturbed by of curb and gutter removal and replacement, sidewalk removal and replacement and driveway removal and replacement activities shall be included in the cost of the proposed curb, sidewalk or driveway. Any additional sodding beyond the included 2 feet, as determined by or at the direction of the Engineer, shall be paid for separately as LAWN AND PARKWAY RESTORATION, SPECIAL – SODDING. The Contractor shall make every effort to minimize disturbance of parkways during construction, and determination of reasonable pay limits shall be made by the Engineer.

Construction Zones are not cumulative. Where the close proximity of individual construction items results in Construction Zones overlapping, the limits of the combined Construction Zones will be defined as the composite area, or "footprint", of all individual zones. All work within the composite Construction Zone will be measured for payment once.

All other areas beyond the Construction Zone that were damaged as a result of Contractor's operations shall be restored by Contractor to the satisfaction of Engineer with no additional compensation allowed, unless otherwise directed by the Engineer.

Backfilling

Backfill behind curbs and within utility trenches shall consist of material approved by the Engineer. Concrete spoils, form lumber, or other debris shall not be placed in excavations. All materials shall be placed in maximum 1-foot lifts. Each lift shall be mechanically compacted before placing the next lift.

Backfilling locations where sidewalk has been removed and will be replaced with sod shall be included in the cost of this item.

No topsoil shall be placed until Engineer has inspected and approved the sub-grade.

Sodding

Preparation of areas to be sodded shall be performed in accordance with the applicable articles of Section 252 of the Standard Specifications. This work shall include up to four inches of excavation to accommodate placement of new topsoil, as well as the removal of any deleterious material. Topsoil shall be compacted with a roller plate or tire, and this work must be performed in the presence of the Engineer, unless otherwise authorized by the Engineer. Payment for topsoil placed without the Engineer's presence (or waiver of same) shall not be paid for. New topsoil shall be furnished and placed to a depth of at least 4" (after satisfactory compaction) in all excavated areas. Topsoil shall be pulverized black dirt from a source approved by Engineer and shall meet the requirements of Section 1081.05 of the Standard Specifications. For those projects which utilize State or MFT Funds, the Contractor shall provide a State Inspection certificate for topsoil. Topsoil shall also be placed in other areas which have been gouged, rutted or otherwise disturbed, and graded so as to allow the sod to match the adjacent finish grade. Where working conditions allow, use of a "gill" may be made as part of the fine grading operation.

Placement and rolling of sodded areas shall be in accordance with the requirements of Section 252 of the Standard Specifications with the following modifications:

Commercial fertilizer shall be applied to all proposed sodded areas at a rate of 20 pounds per 1,000 square feet. The formulation shall be 10-10-10.

Sod shall be premium blend of salt-tolerant bluegrass sods.

Finished grade of sod shall match the grade of all sidewalks and driveways, and be approximately ½" above all curbs, and the frames of underground structures. It shall also match with the grade of adjacent undisturbed lawns. All areas requiring restoration shall be cut back to sound lawn areas, generally along straight lines, based on a multiple of the width of the sod strips being used. Use of sod strips less than 1 foot wide and piecing together of sod remnants will not be allowed.

The Contractor shall complete sodding, to the satisfaction of the Engineer, within fourteen (14) calendar days of the placement of the adjacent curb and gutter and/or driveway. Failure to comply will result in a charge of \$500.00 per calendar day. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's action.

Watering

All newly restored areas shall be watered daily for a period of 14 days after installation. The initial watering shall occur within 8 hours after the sod has been placed. This initial watering shall be at a rate of 5 gallons of water per square yard. Subsequent watering shall be at a rate of 3 gallons per square yard. On days when measurable rain falls, the new sod need not

be watered. All watering shall be done with a spray boom, spray nozzle or lawn sprinkler, so as to achieve a uniform distribution of the water. Use of open end hoses will not be acceptable. Water for construction purposes may be obtained from the Village Public Works Yard. The Contractor shall not obtain water from any fire hydrants other than pre-approved hydrants at the Public Works Yard.

Measurement

Topsoil, sodding, fertilizer, watering, etc. will not be measured separately but shall instead be included as part of this item. A written request for final inspection shall be submitted by Contractor at the end of the guarantee period.

Basis of Payment

This work will be paid for at the Contract Unit Price per square yard for LAWN AND PARKWAY RESTORATION, SPECIAL - SODDING; which price shall include all labor, material and equipment necessary to satisfactorily complete the work as described herein.

FRICITION AGGREGATE (D1)

Effective: January 1, 2011

Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

“1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}

Use	Mixture	Aggregates Allowed	
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/}	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>

Use	Mixture	Aggregates Allowed	
		50% Dolomite ^{2/}	Any Mixture E aggregate
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel ^{2/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel ^{2/} or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

1/ Crushed steel slag allowed in shoulder surface only.

2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.

3/ Crushed concrete will not be permitted in SMA mixes.

4/ Crushed steel slag shall not be used as binder.

5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."

6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

Effective: November 1, 2019

Revised: January 1, 2025

Revise Article 1004.03(c) to read:

“(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 ^{1/}
	SMA 12.5 ^{2/}	CA 13 ^{4/} , CA 14, or CA 16
	SMA 9.5 ^{2/}	CA 13 ^{3/4/} or CA 16 ^{3/}
	IL-9.5	CA 16, CM 13 ^{4/}
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.

4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.”

Revise Article 1004.03(e) of the Standard Specifications to read:

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption
≤ 2.0 percent.”

Revise the “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5”

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

“Item	Article/Section
(g) Performance Graded Asphalt Binder (Note 6)	1032
(h) Fibers (Note 2)	

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein..”

Revise table in Article 1030.05(a) of the Standard Specifications to read:

"MIXTURE COMPOSITION (% PASSING)" ^{1/}												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in. (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 ^{6/}	90	100
#8 (2.36 mm)	20	42	16	24 ^{4/}	16	32 ^{4/}	34 ^{5/}	52 ^{2/}	45	60 ^{6/}	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 µm)			12	16	12	18			15	30		
#50 (300 µm)	6	15					4	15	8	15	15	30
#100 (150 µm)	4	9					3	10	6	10	10	18
#200 (75 µm)	3.0	6.0	7.0	9.0 ^{3/}	7.5	9.5 ^{3/}	4.0	6.0	4.0	6.5	7.0	9.0 ^{3/}
#635 (20 µm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing.”

Revise Article 1030.05(b) of the Standard Specifications to read:

- (b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

Mix Design	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75 ^{1/}		18.5			
SMA-12.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
SMA-9.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
IL-19.0L	13.5				
IL-9.5L	15.0				

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .
- 4/ Applies when specific gravity of coarse aggregate is < 2.760 .
- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone”

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Revise the first and second paragraphs of Articles 1030.06(c)(2) of the Standard Specifications to read:

“(2) Personnel. The Contractor shall provide a QC Manager who shall have overall responsibility and authority for quality control. This individual shall maintain active certification as a Hot-Mix Asphalt Level II technician.

In addition to the QC Manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel with an active certification as a Hot-Mix Asphalt Level III technician. Technicians performing mix design testing and plant sampling/testing shall maintain active certification as a Hot-Mix Asphalt Level I technician. The Contractor may provide a technician trainee who has successfully completed the Department's “Hot-Mix Asphalt Trainee Course” to assist in the activities completed by a Hot-Mix Asphalt Level I technician for a period of one year after the course completion date. The Contractor may also provide a Gradation Technician who has successfully completed the Department's “Gradation Technician Course” to run gradation tests only under the supervision of a Hot-Mix Asphalt Level II Technician. The Contractor shall provide a Hot-Mix Asphalt Density Tester who has successfully completed the Department's “Nuclear Density Testing” course to run all nuclear density tests on the job site.”

Add Article 1030.06(d)(3) to the Standard Specifications to read:

“(3) The Contractor shall take possession of any Department unused backup or dispute resolution HMA mixture samples or density specimens upon notification by the Engineer. The Contractor shall collect the HMA mixture samples or density specimens from the location designated by the Engineer. The HMA mixture samples or density specimens may be added to RAP stockpiles according to Section 1031.”

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

“When establishing the target density, the HMA maximum theoretical specific gravity (Gmm) will be based on the running average of four available Department test results for that project. If less than four Gmm test results are available, an average of all available Department test results for that project will be used. The initial Gmm will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test

result will be used as the initial Gmm.”

Revise the following table and notes in Article 1030.09 (c) of the Standard Specifications to read:

CONTROL LIMITS						
Parameter	IL-19.0, IL-9.5, IL-9.5FG, IL-19.0L, IL-9.5L		SMA-12.5, SMA-9.5		IL-4.75	
	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing ^{1/}						
1/2 in. (12.5 mm)	± 6 %	± 4 %	± 6 %	± 4 %		
3/8 in. (9.5mm)			± 4 %	± 3 %		
# 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %		
# 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %		
# 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %
# 30 (600 µm)	± 4 %	± 2.5 %	± 4 %	± 2.5 %		
Total Dust Content # 200 (75 µm)	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Air Voids ^{2/}	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
Field VMA ^{3/}	-0.7 %	-0.5 %	-0.7 %	-0.5 %	-0.7 %	-0.5 %

1/ Based on washed ignition oven or solvent extraction gradation.

2/ The air voids target shall be a value equal to or between 3.2 % and 4.8 %.

3/ Allowable limit below minimum design VMA requirement.

Revise Article 1030.09(g)(2) of the Standard Specifications to read:

“(2)The Contractor shall complete split verification sample tests listed in the Limits of Precision table in Article 1030.09(h)(1).”

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

“When establishing the target density, the HMA maximum theoretical specific gravity (Gmm) will be the Department mix design verification test result.”

Add after third sentence of Article 1030.09(b) to read:

"If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure."

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 ^{1/}	V _D , P, T _B , 3W, O _T , O _B	V _S , T _B , T _F , O _T	As specified in Section 1030
IL-4.75 and SMA ^{3/ 4/}	T _B , 3W, O _T	T _F , 3W	As specified in Section 1030
Mixtures on Bridge Decks ^{2/}	T _B	T _F	As specified in Articles 582.05 and 582.06.

"4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T_B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T_B) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver."

Add the following after the fourth paragraph of Article 406.13 (b):

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G_{mb}."

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

"A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

Revise fourth paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a

representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production."

ADJUSTMENTS AND RECONSTRUCTIONS (D1)

Effective: March 15, 2011

Revised: October 1, 2021

Revise the first paragraph of Article 602.04 to read:

“602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-2 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020.”

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.05 to read:

“603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.06 to read:

“603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-2 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface.”

Revise the first sentence of Article 603.07 to read:

“603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.”

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D1)

Effective: April 1, 2011

Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- “(i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1)1030
- “(j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 ±15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40)”

Revise Article 603.07 of the Standard Specifications to read:

“**603.07 Protection Under Traffic.** After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)

Thickness at inside edge	Height of casting $\pm 1/4$ in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

BDE SPECIAL PROVISIONS
For the April 25 and June 13, 2025 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

File Name	#		Special Provision Title	Effective	Revised
	80099	1	☐ Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	☐ Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	☐ Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	☐ Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	☐ Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*	80241	6	☐ Bridge Demolition Debris	July 1, 2009	
*	50531	7	☐ Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	8	☐ Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80460	9	☒ Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	
	80384	10	☒ Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	☐ Completion Date (via calendar days)	April 1, 2008	
*	80199	12	☐ Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80461	13	☐ Concrete Barrier	Jan. 1, 2025	
	80453	14	☐ Concrete Sealer	Nov. 1, 2023	
	80261	15	☒ Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
*	80029	16	☐ Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2025
	80229	17	☐ Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	18	☐ Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	19	☐ Grading and Shaping Ditches	Jan. 1, 2023	
	80433	20	☐ Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80456	21	☒ Hot-Mix Asphalt	Jan. 1, 2024	Jan. 1, 2025
	80446	22	☐ Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	23	☒ Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80450	24	☐ Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80464	25	☐ Pavement Marking Inspection	April. 1, 2025	
	80441	26	☒ Performance Graded Asphalt Binder	Jan. 1, 2023	
	80459	27	☐ Preformed Plastic Pavement Marking	June 2, 2024	
*	34261	28	☐ Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	29	☐ Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445	30	☐ Seeding	Nov. 1, 2022	
	80457	31	☐ Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
	80462	32	☐ Sign Panels and Appurtenances	Jan. 1, 2025	April 1, 2025
	80448	33	☐ Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	34	☐ Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	35	☐ Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	36	☐ Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	37	☒ Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80463	38	☐ Submission of Bidders List Information	Jan. 2, 2025	
	80437	39	☐ Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435	40	☒ Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80465	41	☐ Surveying Services	April 1, 2025	
	80466	42	☐ Temporary Rumble Strips	April 1, 2025	
*	20338	43	☐ Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	44	☐ Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	45	☐ Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80458	46	☐ Waterproofing Membrane System	Aug. 1, 2024	
	80302	47	☐ Weekly DBE Trucking Reports	June 2, 2012	Jan. 2, 2025
	80454	48	☐ Wood Sign Support	Nov. 1, 2023	
	80427	49	☒ Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2025
*	80071	50	☐ Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions are in the 2025 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80434	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Articles 542.03, 550.03, 1040.03, 1040.04(b), 1040.04(d) & 1040.08	Jan. 1, 2021	
80443	High Tension Cable Median Barrier Removal	Section 632	April 1, 2022	
80045	Material Transfer Device	Articles 406.03, 406.06(f), 406.13(b), 406.14 & 1102.02	Nov 15, 1999	Jan. 1, 2022
80410	Traffic Spotters	Article 701.13	Jan. 1, 2019	

CEMENT, FINELY DIVIDED MINERALS, ADMIXTURES; CONCRETE, AND MORTAR (BDE)

Effective: January 1, 2025

Revise the first paragraph of Article 285.05 of the Standard Specifications to read:

“285.05 Fabric Formed Concrete Revetment Mat. The grout shall consist of a mixture of cement, fine aggregate, and water so proportioned and mixed as to provide a pumpable slurry. Fly ash or ground granulated blast furnace (GGBF) slag, and concrete admixtures may be used at the option of the Contractor. The grout shall have an air content of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The mix shall obtain a compressive strength of 2500 psi (17,000 kPa) at 28 days according to Article 1020.09.”

Revise Article 302.02 of the Standard Specifications to read:

“302.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Hydrated Lime	1012.01
(d) By-Product, Hydrated Lime	1012.02
(e) By-Product, Non-Hydrated Lime	1012.03
(f) Lime Slurry	1012.04
(g) Fly Ash	1010
(h) Soil for Soil Modification (Note 1)	1009.01
(i) Bituminous Materials (Note 2)	1032

Note 1. This soil requirement only applies when modifying with lime (slurry or dry).

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250.”

Revise Article 312.07(c) of the Standard Specifications to read:

“(c) Cement1001”

Add Article 312.07(i) of the Standard Specifications to read:

“(i) Ground Granulated Blast Furnace (GGBF) Slag1010”

Revise the first paragraph of Article 312.09 of the Standard Specifications to read:

“312.09 Proportioning and Mix Design. At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials to be used in the work for proportioning and testing.

The mixture shall contain a minimum of 200 lb (120 kg) of cement per cubic yard (cubic meter). Cement may be replaced with fly ash or ground granulated blast furnace (GGBF) slag according to Article 1020.05(c)(1) or 1020.05(c)(2), respectively, however the minimum cement content in the mixture shall be 170 lbs/cu yd (101 kg/cu m). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture according to the "Portland Cement Concrete Level III Technician Course" manual. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply, and a Level III PCC Technician shall develop the mix design."

Revise Article 352.02 of the Standard Specifications to read:

"352.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement (Note 1)	1001
(b) Soil for Soil-Cement Base Course	1009.03
(c) Water	1002
(d) Bituminous Materials (Note 2)	1032

Note 1. Bulk cement may be used for the traveling mixing plant method if the equipment for handling, weighing, and spreading the cement is approved by the Engineer.

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250."

Revise Article 404.02 of the Standard Specifications to read:

"404.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003.08
(d) Bituminous Material (Tack Coat)	1032.06
(e) Emulsified Asphalts (Note 1) (Note 2)	1032.06
(f) Fiber Modified Joint Sealer	1050.05
(g) Additives (Note 3)	

Note 1. When used for slurry seal, the emulsified asphalt shall be CQS-1h according to Article 1032.06(b).

Note 2. When used for micro-surfacing, the emulsified asphalt shall be CQS-1hP according to Article 1032.06(e).

Note 3. Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They shall be included as part of the mix design and be compatible with the other components of the mix.

Revise the last sentence of the fourth paragraph of Article 404.08 of the Standard Specifications to read:

“When approved by the Engineer, the sealant may be dusted with fine sand, cement, or mineral filler to prevent tracking.”

Revise Note 2 of Article 516.02 of the Standard Specifications to read:

“Note 2. The sand-cement grout mix shall be according to Section 1020 and shall be a 1:1 blend of sand and cement comprised of a Type I, IL, or II cement at 185 lb/cu yd (110 kg/cu m). The maximum water cement ratio shall be sufficient to provide a flowable mixture with a typical slump of 10 in. (250 mm).”

Revise Note 2 of Article 543.02 of the Standard Specifications to read:

“Note 2. The grout mixture shall be 6.50 hundredweight/cu yd (385 kg/cu m) of cement plus fine aggregate and water. Fly ash or ground granulated blast furnace (GGBF) slag may replace a maximum of 5.25 hundredweight/cu yd (310 kg/cu m) of the cement. The water/cement ratio, according to Article 1020.06, shall not exceed 0.60. An air-entraining admixture shall be used to produce an air content, according to Article 1020.08, of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The Contractor shall have the option to use a water-reducing or high range water-reducing admixture.”

Revise Article 583.01 of the Standard Specifications to read:

“**583.01 Description.** This work shall consist of placing cement mortar along precast, prestressed concrete bridge deck beams as required for fairing out any unevenness between adjacent deck beams prior to placing of waterproofing membrane and surfacing.”

Revise Article 583.02(a) of the Standard Specifications to read:

“(a) Cement1001”

Revise the first paragraph of Article 583.03 of the Standard Specifications to read:

“**583.03 General.** This work shall only be performed when the air temperature is 45 °F (7 °C) and rising. The mixture for cement mortar shall consist of three parts sand to one part cement by volume. The amount of water shall be no more than that necessary to produce a workable, plastic mortar.”

Revise Note 2/ in Article 1003.01(b) of the Standard Specifications to read:

“2/ Applies only to sand. Sand exceeding the colorimetric test standard of 11 (Illinois Modified AASHTO T 21) will be checked for mortar making properties according to Illinois Modified ASTM C 87 and shall develop a compressive strength at the age of 14 days when using Type I, IL, or II cement of not less than 95 percent of the comparable standard.

Revise the second sentence of Article 1003.02(e)(1) of the Standard Specifications to read:

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater.”

Revise the first sentence of the second paragraph of Article 1003.02(e)(3) of the Standard Specifications to read:

“The ASTM C 1293 test shall be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.80 percent or greater.”

Revise the second sentence of Article 1004.02(g)(1) of the Standard Specifications to read:

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater.”

Revise Article 1017.01 of the Standard Specifications to read:

“1017.01 Requirements. The mortar shall be high-strength according to ASTM C 387 and shall have a minimum 80.0 percent relative dynamic modulus of elasticity when tested by the Department according to Illinois Modified AASHTO T 161 or AASHTO T 161 when tested by an independent lab. The high-strength mortar shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the high-strength mortar shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the high-strength mortar shall be according to the manufacturer’s specifications. The Department will maintain a qualified product list.”

Revise the fourth sentence of Article 1018.01 of the Standard Specifications to read:

“The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department.”

Revise Article 1019.02 of the Standard Specifications to read:

“1019.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002

- (c) Fine Aggregate for Controlled Low-Strength Material (CLSM)1003.06
- (d) Fly Ash1010
- (e) Ground Granulated Blast Furnace (GGBF) Slag.....1010
- (f) Admixtures (Note 1)

Note 1. The air-entraining admixture may be in powder or liquid form. Prior to approval, a CLSM air-entraining admixture will be evaluated by the Department. The admixture shall be able to meet the air content requirements of Mix 2. The Department will maintain a qualified product list.”

Revise Article 1019.05 of the Standard Specifications to read:

“1019.05 Department Mix Design. The Department mix design shall be Mix 1, 2, or 3 and shall be proportioned to yield approximately one cubic yard (cubic meter).

Mix 1	
Cement	50 lb (30 kg)
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2900 lb (1720 kg)
Water	50-65 gal (248-322 L)
Air Content	No air is entrained

Mix 2	
Cement	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)
Water	35-50 gal (173-248 L)
Air Content	15-25 %

Mix 3	
Cement	40 lb (24 kg)
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)
Water	35-50 gal (179-248 L)
Air Content	15-25 %”

Revise Article 1020.04, Table 1, Note (8) of the Standard Specifications to read:

“(8) In addition to the Type III portland cement, 100 lb/cu yd of ground granulated blast-furnace slag and 50 lb/cu yd of microsilica (silica fume) shall be used. For an air temperature greater than 85 °F, the Type III portland cement may be replaced with Type I, IL, or II portland cement.”

Revise Article 1020.04, Table 1 (Metric), Note (8) of the Standard Specifications to read:

“(8) In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of microsilica (silica fume) shall be used. For an air temperature greater than 30 °C, the Type III portland cement may be replaced with Type I, IL, or II portland cement.”

Revise the second paragraph of Article 1020.05(a) of the Standard Specifications to read:

“For a mix design using a portland-pozzolan cement, portland blast-furnace slag cement, portland-limestone cement, or replacing portland cement with finely divided minerals per Articles 1020.05(c) and 1020.05(d), the Contractor may submit a mix design with a minimum portland cement content less than 400 lbs/cu yd (237 kg/cu m), but not less than 375 lbs/cu yd (222 kg/cu m), if the mix design is shown to have a minimum relative dynamic modulus of elasticity of 80 percent determined according to AASHTO T 161. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete.”

Revise the first sentence of the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

“Corrosion inhibitors and concrete admixtures shall be according to the qualified product lists.”

Delete the fourth and fifth sentences of the second paragraph of Article 1020.05(b) of the Standard Specifications.

Revise the third sentence of the second paragraph of Article 1020.05(b)(5) of the Standard Specifications to read:

“The qualified product lists of concrete admixtures shall not apply.”

Revise second paragraph of Article 1020.05(b)(10) of the Standard Specifications to read:

“When calcium nitrite is used, it shall be added at the rate of 4 gal/cu yd (20 L/cu m) and shall be added to the mix immediately after all compatible admixtures have been introduced to the batch. Other corrosion inhibitors shall be added per the manufacturer’s specifications.”

Delete the third paragraph of Article 1020.05(b)(10) of the Standard Specifications.

Revise Article 1020.15(b)(1)c. of the Standard Specifications to read:

“c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the

minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer.”

Revise Article 1021.01 of the Standard Specifications to read:

“1021.01 General. Admixtures shall be furnished in liquid or powder form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer, the date of manufacture, and trade name of the material. Containers shall be readily identifiable as to manufacturer, the date of manufacture, and trade name of the material they contain.

Concrete admixtures shall be on one of the Department's qualified product lists. Unless otherwise noted, admixtures shall have successfully completed and remain current with the AASHTO Product Eval and Audit Concrete Admixture (CADD) testing program. For admixture submittals to the Department; the product brand name, manufacturer name, admixture type or types, an electronic link to the product's technical data sheet, and the NTPEP testing number which contains an electronic link to all test data shall be provided. In addition, a letter shall be submitted certifying that no changes have been made in the formulation of the material since the most current round of tests conducted by AASHTO Product Eval and Audit. After 28 days of testing by AASHTO Product Eval and Audit, air-entraining admixtures may be provisionally approved and used on Departmental projects. For all other admixtures, unless otherwise noted, the time period after which provisionally approved status may be earned is 6 months.

The manufacturer shall include the following in the submittal to the AASHTO Product Eval and Audit CADD testing program: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range established by the manufacturer shall be according to AASHTO M 194. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, 1021.07, and 1021.08, the pH allowable manufacturing range established by the manufacturer shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass) as determined by an appropriate test method. To verify the test result, the Department will use Illinois Modified AASHTO T 260, Procedure A, Method 1.

Prior to final approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.”

Revise Article 1021.03 of the Standard Specifications to read:

“1021.03 Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.

- (a) Retarding admixtures shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) Water-reducing admixtures shall be according to AASHTO M 194, Type A.
- (c) High range water-reducing admixtures shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).”

Revise Article 1021.05 of the Standard Specifications to read:

“1021.05 Self-Consolidating Admixtures. Self-consolidating admixture systems shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

High range water-reducing admixtures shall be according to AASHTO M 194, Type F.

Viscosity modifying admixtures shall be according to AASHTO M 194, Type S (specific performance).”

Revise Article 1021.06 of the Standard Specifications to read:

“1021.06 Rheology-Controlling Admixture. Rheology-controlling admixtures shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. Rheology-controlling admixtures shall be according to AASHTO M 194, Type S (specific performance).”

Revise Article 1021.07 of the Standard Specifications to read:

“1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

(a) Calcium Nitrite. Corrosion inhibitors shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution and shall comply with either the requirements of AASHTO M 194, Type C (accelerating) or the requirements of ASTM C 1582. The corrosion inhibiting performance requirements of ASTM C 1582 shall not apply.

(b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582.

For submittals requiring testing according to ASTM M 194, Type C (accelerating), the admixture shall meet the requirements of the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01.

For submittals requiring testing according to ASTM C 1582, a report prepared by an independent laboratory accredited by AASHTO re:source for portland cement concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, ASTM G 109 test information specified in ASTM C 1582 is not required to be from an independent accredited lab. All other information in ASTM C 1582 shall be from an independent accredited lab. Test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall instead be submitted directly to the Department.”

Add Article 1021.08 of the Standard Specifications as follows:

“1021.08 Other Specific Performance Admixtures. Other specific performance admixtures shall, at a minimum, be according to AASHTO M 194, Type S (specific performance). The Department also reserves the right to require other testing, as determined by the Engineer, to show evidence of specific performance characteristics.

Initial testing according to AASHTO M 194 may be conducted under the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01, or by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. In either case, test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall also be submitted directly to the Department. The independent accredited lab report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.”

Revise Article 1024.01 of the Standard Specifications to read:

“1024.01 Requirements for Grout. The grout shall be proportioned by dry volume, thoroughly mixed, and shall have a minimum temperature of 50 °F (10 °C). Water shall not exceed the minimum needed for placement and finishing.

Materials for the grout shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003.02
(d) Fly Ash	1010
(e) Ground Granulated Blast Furnace (GGBF) Slag.....	1010
(f) Concrete Admixtures	1021”

Revise Note 1 of Article 1024.02 of the Standard Specifications to read:

“Note 1. Nonshrink grout shall be according to Illinois Modified ASTM C 1107.

The nonshrink grout shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the grout shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the nonshrink grout shall be according to the manufacturer’s specifications. The Department will maintain a qualified product list.”

Revise Article 1029.02 of the Standard Specifications to read:

“1029.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement.....	1001
(b) Fly Ash	1010
(c) Ground Granulated Blast Furnace (GGBF) Slag	1010
(d) Water.....	1002
(e) Fine Aggregate.....	1003
(f) Concrete Admixtures	1021
(g) Foaming Agent (Note 1)	

Note 1. The manufacturer shall submit infrared spectrophotometer trace and test results indicating the foaming agent meets the requirements of ASTM C 869 in order to be on the Department’s qualified product list. Submitted data/results shall not be more than five years old.”

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

“The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures.”

Revise the first two sections of Check Sheet #11 of the Supplemental Specifications and Recurring Special Provisions to read:

“Description. This work shall consist of filling voids beneath rigid and composite pavements with cement grout.

Materials. Materials shall be according to the following Articles of Division 1000 - Materials of the Standard Specifications:

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fly Ash	1010
(d) Ground Granulated Blast Furnace (GGBF) Slag.....	1010
(e) Admixtures	1021
(f) Packaged Rapid Hardening Mortar or Concrete	1018”

Revise the third paragraph of Materials Note 2 of Check Sheet #28 of the Supplemental Specifications and Recurring Special Provisions to read:

“The Department will maintain a qualified product list of synthetic fibers, which will include the minimum required dosage rate. For the minimum required fiber dosage rate based on the Illinois Modified ASTM C 1609 test, a report prepared by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete shall be provided. The report shall show results of tests conducted no more than five years prior to the time of submittal.”

80460

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

- "(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“109.13 Payment for Contract Delay. Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2025

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted according to the table below.

Horsepower Range	Model Year and Older
50-99	2003
100-299	2002
300-599	2000
600-749	2001
750 and up	2005

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

HOT-MIX ASPHALT (BDE)

Effective: January 1, 2024

Revised: January 1, 2025

Revise the first and second paragraphs of Articles 1030.06(c)(2) of the Standard Specifications to read:

“(2) Personnel. The Contractor shall provide a QC Manager who shall have overall responsibility and authority for quality control. This individual shall maintain active certification as a Hot-Mix Asphalt Level II technician.

In addition to the QC Manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel with an active certification as a Hot-Mix Asphalt Level III technician. Technicians performing mix design testing and plant sampling/testing shall maintain active certification as a Hot-Mix Asphalt Level I technician. The Contractor may provide a technician trainee who has successfully completed the Department's "Hot-Mix Asphalt Trainee Course" to assist in the activities completed by a Hot-Mix Asphalt Level I technician for a period of one year after the course completion date. The Contractor may also provide a Gradation Technician who has successfully completed the Department's "Gradation Technician Course" to run gradation tests only under the supervision of a Hot-Mix Asphalt Level II Technician. The Contractor shall provide a Hot-Mix Asphalt Density Tester who has successfully completed the Department's "Nuclear Density Testing" course to run all nuclear density tests on the job site.”

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

“When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be based on the running average of four available Department test results for that project. If less than four G_{mm} test results are available, an average of all available Department test results for that project will be used. The initial G_{mm} will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial G_{mm} .”

Revise Article 1030.09(g)(2) of the Standard Specifications to read:

“(2) The Contractor shall complete split verification sample tests listed in the Limits of Precision table in Article 1030.09(h)(1).”

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

“When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be the Department mix design verification test result.”

Revise the tenth paragraph of Article 1030.10 of the Standard Specifications to read:

“Production is not required to stop after a test strip has been constructed.”

80456

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: April 2, 2024

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of \$500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least 50% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Pre-Apprenticeship Program, the Illinois Climate Works Pre-Apprenticeship Program, or the Highway Construction Careers Training Program.

The Contractor may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

80438

PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

“1032.05 Performance Graded Asphalt Binder. These materials will be accepted according to the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.” The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

- (a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, ΔT_c , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

- (b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.”

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

- (1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrene-butadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS) Modified Asphalt Binders		
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
Toughness ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

- (2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", a 50 g sample of the GTR shall conform to the following gradation requirements.

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μ m)	95 $\pm$ 5
No. 50 (300 μ m)	> 20

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders		
Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

- (3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: *.SPA, *.SPG, *.IRD, *.IFG, *.CSV, *.SP, *.IRS, *.GAML, *. [0-9], *.IGM, *.ABS, *.DRT, *.SBM, *.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Table 4 - Requirements for Softener Modified Asphalt Binders		
Test	Asphalt Grade	
	SM PG 46-28	SM PG 46-34
	SM PG 52-28	SM PG 52-34
	SM PG 58-22	SM PG 58-28
	SM PG 64-22	
Small Strain Parameter (AASHTO PP 113) BBR, ΔT_c , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5°C min.	
Large Strain Parameter (Illinois Modified AASHTO T 391) DSR/LAS Fatigue Property, $\Delta G^* _{peak}$, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %	

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat"

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

“(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % ^{1/ 2/}			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface ^{3/}
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % ^{1/ 2/}			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface ^{3/}
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	- -	- -	25
IL-4.75	- -	- -	35

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

"A dedicated storage tank for the ground tire rubber (GTR) modified asphalt binder shall be provided. This tank shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ± 0.40 percent."

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

80391

SURFACE TESTING OF PAVEMENTS – IRI (BDE)

Effective: January 1, 2021

Revised: January 1, 2023

Description. This work shall consist of testing the ride quality of the finished surface of pavement sections with new concrete pavement, PCC overlays, full-depth HMA, and HMA overlays with at least 2.25 in. (57 mm) total thickness of new HMA combined with either HMA binder or HMA surface removal, according to Illinois Test Procedure 701, "Ride Quality Testing Using the International Roughness Index (IRI)". Work shall be according to Sections 406, 407, or 420 of the Standard Specifications, except as modified herein.

Hot-Mix Asphalt (HMA) Overlays

Add the following to Article 406.03 of the Standard Specifications:

"(n) Pavement Surface Grinding Equipment.....1101.04"

Revise Article 406.11 of the Standard Specifications to read:

"406.11 Surface Tests. Prior to HMA overlay pavement improvements, the Engineer will measure the smoothness of the existing high-speed mainline pavement. The Contractor shall measure the smoothness of the finished high-speed mainline, low-speed mainline, and miscellaneous pavements after the pavement improvement is complete but within the same construction season. Testing shall be performed in the presence of the Engineer and according to Illinois Test Procedure 701. The pavement will be identified as high-speed mainline, low-speed mainline, or miscellaneous as follows.

(a) Test Sections.

- (1) High-Speed Mainline Pavement.** High-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit greater than 45 mph. These sections shall be tested with an inertial profiling system (IPS).
- (2) Low-Speed Mainline Pavement.** Low-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit of 45 mph or less. These sections shall be tested using a 16 ft (5 m) straightedge or with an IPS analyzed using the rolling 16 ft (5 m) straightedge simulation in ProVAL.
- (3) Miscellaneous Pavement.** Miscellaneous pavement are segments that either cannot readily be tested by an IPS or conditions beyond the control of the Contractor preclude the achievement of smoothness levels typically achievable with mainline pavement construction. This may include the following examples or as determined by the Engineer.

- a. Pavement on horizontal curves with a centerline radius of curvature of less than or equal to 1,000 ft (300 m) and the pavement within the superelevation transition of such curves;
- b. Pavement on vertical curves having a length less than or equal to 200 ft (60 m) in combination with an algebraic change in tangent grade greater than or equal to 3 percent as may occur on urban ramps or other constricted-space facilities;
- c. The first and last 50 ft (15 m) of a pavement section where the Contractor is not responsible for the adjoining surface;
- d. Intersections and the 25 ft (7.6 m) before and after an intersection or end of radius return;
- e. Variable width pavements;
- f. Side street returns, to the end of radius return;
- g. Crossovers;
- h. Pavement connector for bridge approach slab;
- i. Bridge approach slab;
- j. Pavement that must be constructed in segments of 600 ft (180 m) or less;
- k. Pavement within 25 ft (7.6 m) of manholes, utility structures, at-grade railroad crossings, or other appurtenances;
- l. Turn lanes; and
- m. Pavement within 5 ft (1.5 m) of jobsite sampling locations for HMA volumetric testing that fall within the wheel path.

Miscellaneous pavement shall be tested using a 16 ft (5 m) straightedge.

- (4) International Roughness Index (IRI). An index computed from a longitudinal profile measurement using a quarter-car simulation at a simulation speed of 50 mph (80 km/h).
- (5) Mean Roughness Index (MRI). The average of the IRI values for the right and left wheel tracks.
 - a. MRI_o . The MRI of the existing pavement prior to construction.
 - b. MRI_i . The MRI value that warrants an incentive payment.

- c. MRI_F . The MRI value that warrants full payment.
 - d. MRI_D . The MRI value that warrants a financial disincentive.
- (6) Areas of Localized Roughness (ALR). Isolated areas of roughness, which can cause significant increase in the calculated MRI for a given subplot.
- (7) Sublot. A continuous strip of pavement 0.1 mile (160 m) long and one lane wide. A partial subplot greater than or equal to 264 ft (80 m) will be subject to the same evaluation as a whole subplot. Partial sublots less than 264 ft (80 m) shall be included with the previous subplot for evaluation purposes.
- (b) Corrective Work. Corrective work shall be completed according to the following.
- (1) High-Speed Mainline Pavement. For high-speed mainline pavement, any 25 ft (7.6 m) interval with an ALR in excess of 200 in./mile (3,200 mm/km) will be identified by the Engineer and shall be corrected by the Contractor. Any subplot having a MRI greater than MRI_D , including ALR, shall be corrected to reduce the MRI to the MRI_F , or replaced at the Contractor's option.
 - (2) Low-Speed Mainline Pavement. Surface variations in low-speed mainline pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.
 - (3) Miscellaneous Pavements. Surface variations in miscellaneous pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.

Corrective work shall be completed with pavement surface grinding equipment or by removing and replacing the pavement. Corrective work shall be applied to the full lane width. When completed, the corrected area shall have uniform texture and appearance, with the beginning and ending of the corrected area perpendicular to the centerline of the paved surface.

Upon completion of the corrective work, the surface of the subplot(s) shall be retested. The Contractor shall furnish the data and reports to the Engineer within 2 working days after corrections are made. If the MRI and/or ALR still do not meet the requirements, additional corrective work shall be performed.

Corrective work shall be at no additional cost to the Department.

- (c) Smoothness Assessments. Assessments will be paid to or deducted from the Contractor for each subplot of high-speed mainline pavement per the Smoothness Assessment Schedule. Assessments will be based on the MRI of each subplot prior to performing any corrective work unless the Contractor has chosen to remove and replace the pavement.

For pavement that is replaced, assessments will be based on the MRI determined after replacement.

The upper MRI thresholds for high-speed mainline pavement are dependent on the MRI of the existing pavement before construction (MRI_0) and shall be determined as follows.

Upper MRI Thresholds ^{1/}	MRI Thresholds (High-Speed, HMA Overlay)	
	$MRI_0 \leq 125.0$ in./mile ($\leq 1,975$ mm/km)	$MRI_0 > 125.0$ in./mile ^{1/} ($> 1,975$ mm/km)
Incentive (MRI_I)	45.0 in./mile (710 mm/km)	$0.2 \times MRI_0 + 20$
Full Pay (MRI_F)	75.0 in./mile (1,190 mm/km)	$0.2 \times MRI_0 + 50$
Disincentive (MRI_D)	100.0 in./mile (1,975 mm/km)	$0.2 \times MRI_0 + 75$

1/ MRI_0 , MRI_I , MRI_F , and MRI_D shall be in in./mile for calculation.

Smoothness assessments for high-speed mainline pavement shall be determined as follows.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, HMA Overlay)	
Mainline Pavement MRI Range	Assessment Per Sublot ^{1/}
$MRI \leq MRI_I$	$+ (MRI_I - MRI) \times \$20.00$ ^{2/}
$MRI_I < MRI \leq MRI_F$	$+ \$0.00$
$MRI_F < MRI \leq MRI_D$	$- (MRI - MRI_F) \times \$8.00$
$MRI > MRI_D$	$- \$200.00$

1/ MRI , MRI_I , MRI_F , and MRI_D shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$300.00.

Smoothness assessments will not be paid or deducted until all other contract requirements for the pavement are satisfied. Pavement that is corrected or replaced for reasons other than smoothness, shall be retested as stated herein.”

Hot-Mix Asphalt (HMA) Pavement (Full-Depth)

Revise the first paragraph of Article 407.03 of the Standard Specifications to read:

“407.03 Equipment. Equipment shall be according to Article 406.03.”

Revise Article 407.09 of the Standard Specifications to read:

“407.09 Surface Tests. The finished surface of the pavement shall be tested for smoothness

according to Article 406.11, except as follows:

The testing of the existing pavement prior to improvements shall not apply and the smoothness assessment for high-speed mainline pavement shall be determined according to the following table.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, Full-Depth HMA)	
Mainline Pavement MRI, in./mile (mm/km)	Assessment Per Sublot ^{1/}
≤ 45.0 (710)	+ (45 – MRI) × \$45.00 ^{2/}
> 45.0 (710) to 75.0 (1,190)	+ \$0.00
> 75.0 (1,190) to 100.0 (1,580)	– (MRI – 75) × \$20.00
> 100.0 (1,580)	– \$500.00

1/ MRI shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$800.00.”

Portland Cement Concrete Pavement

Delete Article 420.03(i) of the Standard Specifications.

Revise Article 420.10 of the Standard Specifications to read:

“420.10 Surface Tests. The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows.

The testing of the existing pavement prior to improvements shall not apply. The Contractor shall measure the smoothness of the finished surface of the pavement after the pavement has attained a flexural strength of 250 psi (3,800 kPa) or a compressive strength of 1,600 psi (20,700 kPa).

Membrane curing damaged during testing shall be repaired as directed by the Engineer at no additional cost to the Department.

- (a) Corrective Work. No further texturing for skid resistance will be required for areas corrected by grinding. Protective coat shall be reapplied to areas ground according to Article 420.18 at no additional cost to the Department.

Jointed portland cement concrete pavement corrected by removal and replacement, shall be corrected in full panel sizes.

- (b) Smoothness Assessments. Smoothness assessment for high-speed mainline pavement shall be determined as follows.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, PCC)	
Mainline Pavement MRI, in./mile (mm/km) ^{3/}	Assessment Per Sublot ^{1/}
≤ 45.0 (710)	+ (45 – MRI) × \$60.00 ^{2/}
> 45.0 (710) to 75.0 (1,190)	+ \$0.00
> 75.0 (1,190) to 100.0 (1,580)	– (MRI – 75) × \$37.50
> 100.0 (1,580)	– \$750.00

1/ MRI shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$1200.00.

3/ If pavement is constructed with traffic in the lane next to it, then an additional 10 in./mile will be added to the upper thresholds.”

Removal of Existing Pavement and Appurtenances

Revise the first paragraph of Article 440.04 of the Standard Specifications to read:

“440.04 HMA Surface Removal for Subsequent Resurfacing. The existing HMA surface shall be removed to the depth specified on the plans with a self-propelled milling machine. The removal depth may be varied slightly at the discretion of the Engineer to satisfy the smoothness requirements of the finished pavement. The temperature at which the work is performed, the nature and condition of the equipment, and the manner of performing the work shall be such that the milled surface is not torn, gouged, shoved or otherwise damaged by the milling operation. Sufficient cutting passes shall be made so that all irregularities or high spots are eliminated to the satisfaction of the Engineer. When tested with a 16 ft (5 m) straightedge, the milled surface shall have no surface variations in excess of 3/16 in. (5 mm).”

General Equipment

Revise Article 1101.04 of the Standard Specifications to read:

“1101.04 Pavement Surface Grinding Equipment. The pavement surface grinding device shall have a minimum effective head width of 3 ft (0.9 m).

- (a) Diamond Saw Blade Machine. The machine shall be self-propelled with multiple diamond saw blades.
- (b) Profile Milling Machine. The profile milling machine shall be a drum device with carbide or diamond teeth with spacing of 0.315 in. (8 mm) or less and maintain proper forward speed for surface texture according to the manufacturer’s specifications.”

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices shall be MASH compliant.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices shall be MASH compliant.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant

with NCHRP 350, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as sign supports, speed feedback displays, arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH compliant is available, an NCHRP 350 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

80427

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

VILLAGE OF WESTERN SPRINGS

CHRISTOPHER B. BURKE ENGINEERING, LTD

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

“1030.06 Quality Management Program. The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following.”

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

“(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations” at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time.”

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

“(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
☐	Cores
☒	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

Density verification test locations will be determined according to the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations”. The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day’s paving will be less than the prescribed density testing interval, the length of the day’s paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

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						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		50.15	51.15	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34	1.95	0.00	38.26
BRICK MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
CEMENT MASON	All	ALL		52.00	54.00	2.0	1.5	2.0	2.0	17.81	23.00	0.00	1.15		2.00	4.00
CERAMIC TILE FINISHER	All	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	All	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION ELECTRICIAN	All	BLD		49.86	54.85	1.5	1.5	2.0	2.0	15.60	14.43	1.25	1.22	0.15	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		62.10	68.14	1.5	1.5	2.0	2.0	13.08	20.88	0.00	3.32	0.00	18.64	37.28
ELECTRIC PWR GRNDMAN	All	ALL		48.44	68.14	1.5	1.5	2.0	2.0	10.20	16.29	0.00	2.60	0.00	14.55	29.09
ELECTRIC PWR LINEMAN	All	ALL		62.10	68.14	1.5	1.5	2.0	2.0	13.08	20.88	0.00	3.32	0.00	18.64	37.28
ELECTRICIAN	All	ALL		55.55	61.11	1.5	1.5	2.0	2.0	19.06	20.61	1.50	1.78	0.40	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	All	ALL		51.00	53.00	1.5	1.5	2.0	2.0	13.74	18.32	0.00	0.75		0.00	0.00
GLAZIER	All	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		50.15	50.90	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
LATHER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	All	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45
MATERIAL TESTER I	All	ALL		40.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		45.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00

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OPERATING ENGINEER	All	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	1	69.35	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	2	67.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	3	63.35	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	4	58.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	5	70.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	6	58.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		53.05	59.68	1.5	1.5	1.5	2.0	15.76	16.19	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
PIPEFITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		50.00	53.00	1.5	1.5	2.0	2.0	17.81	21.22	0.00	1.15		0.00	0.00
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83		0.00	0.00
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		53.05	57.29	1.5	1.5	2.0	2.0	14.88	28.65	0.00	1.15	0.00	0.00	0.00

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SIGN HANGER	All	BLD		36.72	39.66	1.5	1.5	2.0	2.0	7.45	4.70	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	All	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	43.45		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	43.70		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	43.90		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	44.10		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	43.43		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25		0.00	0.00
TRUCK DRIVER	W	ALL	2	43.58		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	43.78		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	43.98		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial,

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education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro

Cook County Prevailing Wage Rates posted on 1/15/2025

Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER

Cook County Prevailing Wage Rates posted on 1/15/2025

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch

Cook County Prevailing Wage Rates posted on 1/15/2025

trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

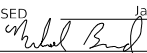
MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

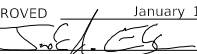
Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

TAB 2

ABV	ABOVE	CU YD	CUBIC YARD	HATCH	HATCHING	PM	PAVEMENT MARKING	STD	STANDARD
A/C	ACCESS CONTROL	CULV	CULVERT	HD	HEAD	PED	PEDESTAL	SBI	STATE BOND ISSUE
AC	ACRE	C&G	CURB & GUTTER	HDW	HEADWALL	PNT	POINT	SR	STATE ROUTE
ADJ	ADJUST	D	DEGREE OF CURVE	HDUTY	HEAVY DUTY	PC	POINT OF CURVATURE	STA	STATION
AS	AERIAL SURVEYS	DC	DEPRESSED CURVE	ha	HECTARE	PI	POINT OF INTERSECTION OF HORIZONTAL CURVE	SPBGR	STEEL PLATE BEAM GUARDRAIL
AGG	AGGREGATE	DET	DETECTOR	HMA	HOT MIX ASPHALT			SS	STORM SEWER
AH	AHEAD	DIA	DIAMETER	HWY	HIGHWAY	PRC	POINT OF REVERSE CURVE	STY	STORY
APT	APARTMENT	DIST	DISTRICT	HORIZ	HORIZONTAL	PT	POINT OF TANGENCY	ST	STREET
ASPH	ASPHALT	DOM	DOMESTIC	HSE	HOUSE	POT	POINT ON TANGENT	STR	STRUCTURE
AUX	AUXILIARY	DBL	DOUBLE	IL	ILLINOIS	POLYETH	POLYETHYLENE	e	SUPERELEVATION RATE
AGS	AUXILIARY GAS VALVE (SERVICE)	DSEL	DOWNSTREAM ELEVATION	IMP	IMPROVEMENT	PCC	PORTLAND CEMENT CONCRETE	S.E. RUN.	SUPERELEVATION RUNOFF LENGTH
AVE	AVENUE	DSFL	DOWNSTREAM FLOWLINE	IN DIA	INCH DIAMETER	PP	POWER POLE OR PRINCIPAL POINT	SURF	SURFACE
AX	AXIS OF ROTATION	DR	DRAINAGE OR DRIVE	INL	INLET	PRM	PRIME	SMK	SURVEY MARKER
BK	BACK	DI	DRAINAGE INLET OR DROP INLET	INST	INSTALLATION	PE	PRIVATE ENTRANCE	T	TANGENT DISTANCE
B-B	BACK TO BACK	DRV	DRIVEWAY	IDS	INTERSECTION DESIGN STUDY	PROF	PROFILE	T.R.	TANGENT RUNOUT DISTANCE
BKPL	BACKPLATE	DCT	DUCT	INV	INVERT	PGL	PROFILE GRADELINE	TEL	TELEPHONE
B	BARN	EA	EACH	IP	IRON PIPE	PROJ	PROJECT	TB	TELEPHONE BOX
BARR	BARRICADE	EB	EASTBOUND	IR	IRON ROD	P.C.	PROPERTY CORNER	TP	TELEPHONE POLE
BL	BASELINE	EOP	EDGE OF PAVEMENT	JT	JOINT	PL	PROPERTY LINE	TEMP	TEMPORARY
BGN	BEGIN	E-CL	EDGE TO CENTERLINE	kg	KILOGRAM	PR	PROPOSED	TBM	TEMPORARY BENCH MARK
BM	BENCHMARK	E-E	EDGE TO EDGE	km	KILOMETER	R	RADIUS or RESIDENTUAL	TD	TILE DRAIN
BIND	BINDER	ELEC	ELECRICAL	LS	LANDSCAPING	RR	RAILROAD	TBE	TO BE EXTENDED
BIT	BITUMINOUS	EL	ELEVATION	LN	LANE	RRS	RAILROAD SPIKE	TBR	TO BE REMOVED
BTM	BOTTOM	ENTR	ENTRANCE	LT	LEFT	RPS	REFERENCE POINT STAKE	TBS	TO BE SAVED
BLVD	BOULEVARD	EXC	EXCAVATION	LIDAR	LIGHT DETECTION AND RANGING	REF	REFLECTIVE	TWP	TOWNSHIP
BRK	BRICK	EX	EXISTING	LP	LIGHT POLE	RCCP	REINFORCED CONCRETE CULVERT PIPE	TR	TOWNSHIP ROAD
BBOX	BUFFALO BOX	EXPWAY	EXPRESSWAY	LGT	LIGHTING	REINF	REINFORCEMENT	TS	TRAFFIC SIGNAL
BLDG	BUILDING	E	EXTERNAL DISTANCE OF HORIZONTAL CURVE	LF	LINEAL FEET OR LINEAR FEET	REM	REMOVAL	TSCB	TRAFFIC SIGNAL CONTROL BOX
CATV	CABLE	E	OFFSET DISTANCE TO VERTICAL CURVE	L	LITER OR CURVE LENGTH	RC	REMOVE CROWN	TSC	TRAFFIC SYSTEMS CENTER
CIP	CAST IRON PIPE	F-F	FACE TO FACE	LC	LONG CHORD	REP	REPLACEMENT	TRVS	TRANSVERSE
CB	CATCH BASIN	FA	FEDERAL AID	LNG	LONGITUDINAL	REST	RESTAURANT	TRVL	TRAVEL
C-C	CENTER TO CENTER	FAI	FEDERAL AID INTERSTATE	L SUM	LUMP SUM	RESURF	RESURFACING	TRN	TURN
CL	CENTERLINE OR CLEARANCE	FAP	FEDERAL AID PRIMARY	MACH	MACHINE	RET	RETAINING	TY	TYPE
CL-E	CENTERLINE TO EDGE	FAS	FEDERAL AID SECONDARY	MB	MAIL BOX	RT	RIGHT	T-A	TYPE A
CL-F	CENTERLINE TO FACE	FAUS	FEDERAL AID URBAN SECONDARY	MH	MANHOLE	ROW	RIGHT-OF-WAY	TYP	TYPICAL
CTS	CENTERS	FP	FENCE POST	MATL	MATERIAL	RD	ROAD	UNDGND	UNDERGROUND
CERT	CERTIFIED	OPT	FIBER OPTIC	MED	MEDIAN	RDWY	ROADWAY	USGS	U.S. GEOLOGICAL SURVEY
CHSLD	CHISELED	FE	FIELD ENTRANCE	m	METER	RTE	ROUTE	USEL	UPSTREAM ELEVATION
CS	CITY STREET	FH	FIRE HYDRANT	METH	METHOD	SAN	SANITARY	USFL	UPSTREAM FLOWLINE
CP	CLAY PIPE	FL	FLOW LINE	M	MID-ORDINATE	SANS	SANITARY SEWER	UTIL	UTILITY
CLSD	CLOSED	FB	FOOT BRIDGE	mm	MILLIMETER	SEC	SECTION	VBOX	VALVE BOX
CLID	CLOSED LID	FDN	FOUNDATION	mm DIA	MILLIMETER DIAMETER	SEED	SEEDING	VV	VALVE VAULT
CT	COAT OR COURT	FR	FRAME	MIX	MIXTURE	SHAP	SHAPING	VLT	VAULT
COMB	COMBINATION	F&G	FRAME & GRATE	MBH	MOBILE HOME	S	SHED	VEH	VEHICLE
C	COMMERCIAL BUILDING	FRWAY	FREEWAY	MOD	MODIFIED	SH	SHEET	VP	VENT PIPE
CE	COMMERCIAL ENTRANCE	GAL	GALLON	MFT	MOTOR FUEL TAX	SHLD	SHOULDER	VERT	VERTICAL
CONC	CONCRETE	GALV	GALVANIZED	N & BC	NAIL & BOTTLE CAP	SW	SIDEWALK OR SOUTHWEST	VC	VERTICAL CURVE
CONST	CONSTRUCT	G	GARAGE	N & C	NAIL & CAP	SIG	SIGNAL	VPC	VERTICAL POINT OF CURVATURE
CONTD	CONTINUED	GM	GAS METER	N & W	NAIL & WASHER	SOD	SODDING	VPI	VERTICAL POINT OF INTERSECTION
CONT	CONTINUOUS	GV	GAS VALVE	NC	NORMAL CROWN	SM	SOLID MEDIAN	VPT	VERTICAL POINT OF TANGENCY
COR	CORNER	GIS	GEOGRAPHICAL INFORMATION SYSTEM	NB	NORTHBOUND	SB	SOUTHBOUND	WM	WATER METER
CORR	CORRUGATED	GRAN	GRANULAR	NE	NORTHEAST	SE	SOUTHEAST	VV	WATER VALVE
CMP	CORRUGATED METAL PIPE	GR	GRATE	NW	NORTHWEST	SPL	SPECIAL	WMAIN	WATER MAIN
CNTY	COUNTY	GRVL	GRAVEL	O/S	OFFSET	SD	SPECIAL DITCH	WB	WESTBOUND
CH	COUNTY HIGHWAY	GND	GROUND	O&C	OIL AND CHIP	SQ FT	SQUARE FEET	WILDFL	WILDFLOWERS
CSE	COURSE	GUT	GUTTER	OLID	OPEN LID	m ²	SQUARE METER	W	WITH
XSECT	CROSS SECTION	GP	GUY POLE	PAT	PATTERN	mm ²	SQUARE MILLIMETER	WO	WITHOUT
m ³	CUBIC METER	GW	GUY WIRE	PVD	PAVED	SQ YD	SQUARE YARD		
mm ³	CUBIC MILLIMETER	HH	HANDHOLE	PVMT	PAVEMENT	STB	STABILIZED		

 Illinois Department of Transportation

PASSED

ENGINEER OF POLICY AND PROCEDURES

APPROVED

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 1 of 9)
1-1-21	Updated fonts, abbreviations and symbols.	
1-1-19	Added new symbols.	
		STANDARD 000001-08

ADJUSTMENT ITEMS			EX	PR
Structure To Be Adjusted				ADJ
Structure To Be Cleaned				C
Main Structure To Be Filled				FM
Structure To Be Filled				F
Structure To Be Filled Special				FSP
Structure To Be Removed				R
Structure To Be Reconstructed				REC
Structure To Be Reconstructed Special				RSP
Frame and Grate To Be Adjusted				A
Frame and Lid To Be Adjusted				A
Domestic Service Box To Be Adjusted				A
Valve Vault To Be Adjusted				A
Special Adjustment				SP
Item To Be Abandoned				AB
Item To Be Moved				M
Item To Be Relocated				REL
Pavement Removal and Replacement				
ILLINOIS DEPARTMENT OF TRANSPORTATION PASSEDJanuary 1, 2021 ENGINEER OF POLICY AND PROCEDURES APPROVEDJanuary 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97				
ALIGNMENT ITEMS			EX	PR
Baseline				
Centerline				
Centerline Break Circle				
Baseline Symbol				
Centerline Symbol				
PI Indicator				
Point Indicator				
Horizontal Curve Data (Half Size)			EX. CURVE P.I. STA= Δ= D= R= T= L= E= e= T.R.= S.E. RUN= P.C. STA= P.T. STA=	CURVE P.I. STA= Δ= D= R= T= L= E= e= T.R.= S.E. RUN= P.C. STA= P.T. STA=
BOUNDARIES ITEMS			EX	PR
Dashed Property Line				
Solid Property/Lot Line				
Section/Grant Line				
Quarter Section Line				
Quarter/Quarter Section Line				
County/Township Line				
State Line				
Chiseled Square Found				
Iron Pipe Found				
Iron Pipe Set				
Survey Marker				
Property Line Symbol				
Same Ownership Symbol (Half Size)				
Northwest Quarter Corner (Half Size)				
Section Corner (Half Size)				
Southeast Quarter Corner (Half Size)				
DRAINAGE ITEMS			EX	PR
Channel or Stream Line				
Culvert Line				
Grading & Shaping Ditches				
Drainage Boundary Line				
Paved Ditch				
Aggregate Ditch				
Pipe Underdrain				
Storm Sewer				
Flowline				
Ditch Check				
Headwall				
Inlet				
Manhole				
Summit				
Roadway Ditch Flow				
Swale				
Catch Basin				
Culvert End Section				
Water Surface Indicator				
Riprap				
HYDRAULICS ITEMS			EX	PR
Overflow				
Sheet Flow				
Hydrant Outlet				
STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS				
STANDARD 000001-08				

EROSION & SEDIMENT CONTROL ITEMS			NON-HIGHWAY IMPROVEMENT ITEMS			EXISTING LANDSCAPING ITEMS (contd.)		
	EX	PR		EX	PR		EX	PR
Cleaning & Grading Limits			Noise Attn./Levee			Seeding Class 5		
Dike			Field Line			Seeding Class 7		
Erosion Control Fence			Fence			Seedlings Type 1		
Perimeter Erosion Barrier			Base of Levee			Seedlings Type 2		
Temporary Fence			Mailbox			Sodding		
Ditch Check Temporary			Multiple Mailboxes			Mowstake w/Sign		
Ditch Check Permanent			Pay Telephone			Tree Trunk Protection		
Inlet & Pipe Protection			Advertising Sign			Evergreen Tree		
Sediment Basin			ITS* Camera			Shade Tree		
Erosion Control Blanket			Wind Turbine					
Fabric Formed Concrete Revetment Mat			Cellular Tower					
Turf Reinforcement Mat			*Intelligent Transportation Systems					
Mulch Temporary			LANDSCAPING ITEMS	EX	PR			
Mulch Method 1			Contour Mounding Line					
Mulch Method 2 Stabilized			Fence					
Mulch Method 3 Hydraulic			Fence Post					
			Shrubs					
			Mowline					
			Perennial Plants					
			Seeding Class 2					
			Seeding Class 2A					
			Seeding Class 4					
			Seeding Class 4 & 5 Combined					
CONTOUR ITEMS						LIGHTING		
	EX	PR					EX	PR
Approx. Index Line						Duct		
Approx. Intermediate Line						Conduit		
Index Contour						Electrical Aerial Cable		
Intermediate Contour						Electrical Buried Cable		
Illinois Department of Transportation PASSEDJanuary 1, 2021 ENGINEER OF POLICY AND PROCEDURES APPROVEDJanuary 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97						Controller		
						Underpass Luminaire		
						Power Pole		
						STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 3 of 9) STANDARD 000001-08		

PAVEMENT MARKINGS
(contd.)

CL 2Ln 2Way
RRPM 12.2 m (40') o.c.

CL 2Ln 2Way
RRPM 80' (24.4 m) o.c.

CL Multilane Div.
RRPM 40' (12.2 m) o.c.

CL Multilane Div.
RRPM 80' (24.4 m) o.c.

CL Multilane Div. Dbl.
RRPM 80' (24.4 m) o.c.

CL Multilane Undiv.

Two Way Turn Left Line

Urban Combination Left

Urban Combination Right

Urban Left Turn Arrow

Urban Right Turn Arrow

Urban Left Turn Only

Urban Right Turn Only

Urban Thru Only

EX

PR

RAILROAD ITEMS

EX

PR

Abandoned Railroad

Railroad

Railroad Point

Control Box

Crossing Gate

Flashing Signal

Railroad Cant. Mast Arm

Crossbuck

REMOVAL ITEMS

Removal Tic

Bituminous Removal

Hatch Pattern

Tree Removal Single

RIGHT OF WAY ITEMS

Future ROW Corner Monument

ROW Marker

ROW Line

Easement

Temporary Easement

STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS

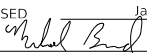
(Sheet 5 of 9)

STANDARD 000001-08



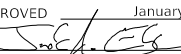
Illinois Department of Transportation

PASSEDJanuary 1, 2021



ENGINEER OF POLICY AND PROCEDURES

APPROVEDJanuary 1, 2021



ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

Urban LT & RT Turn Arrow

Urban Thru Arrow

PAVEMENT MARKINGS
(contd.)

EX

PR

Urban U-Turn

Urban Combined U-Turn

Rural Combination Left

Rural Combination Right

Rural Left Turn Arrow

Rural Right Turn Arrow

Rural Left Turn Only

Rural Right Turn Only

Rural Thru Only

Rural Thru Arrow

Rural Lt & Rt Turn Arrow

Bike Lane Symbol

Bike Lane Text

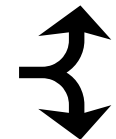
Bike Path Shared

Bike Shared Roadway

Lane Drop Symbol



ONLY ONLY ONLY

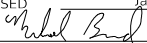


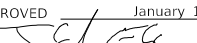
STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS

(Sheet 6 of 9)

STANDARD 000001-08

 Illinois Department of Transportation

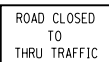
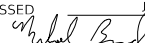
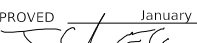
PASSED January 1, 2021

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2021

ENGINEER OF DESIGN AND ENVIRONMENT

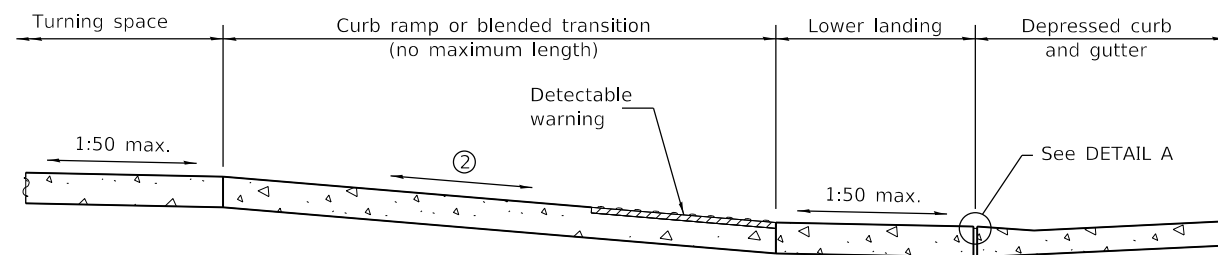
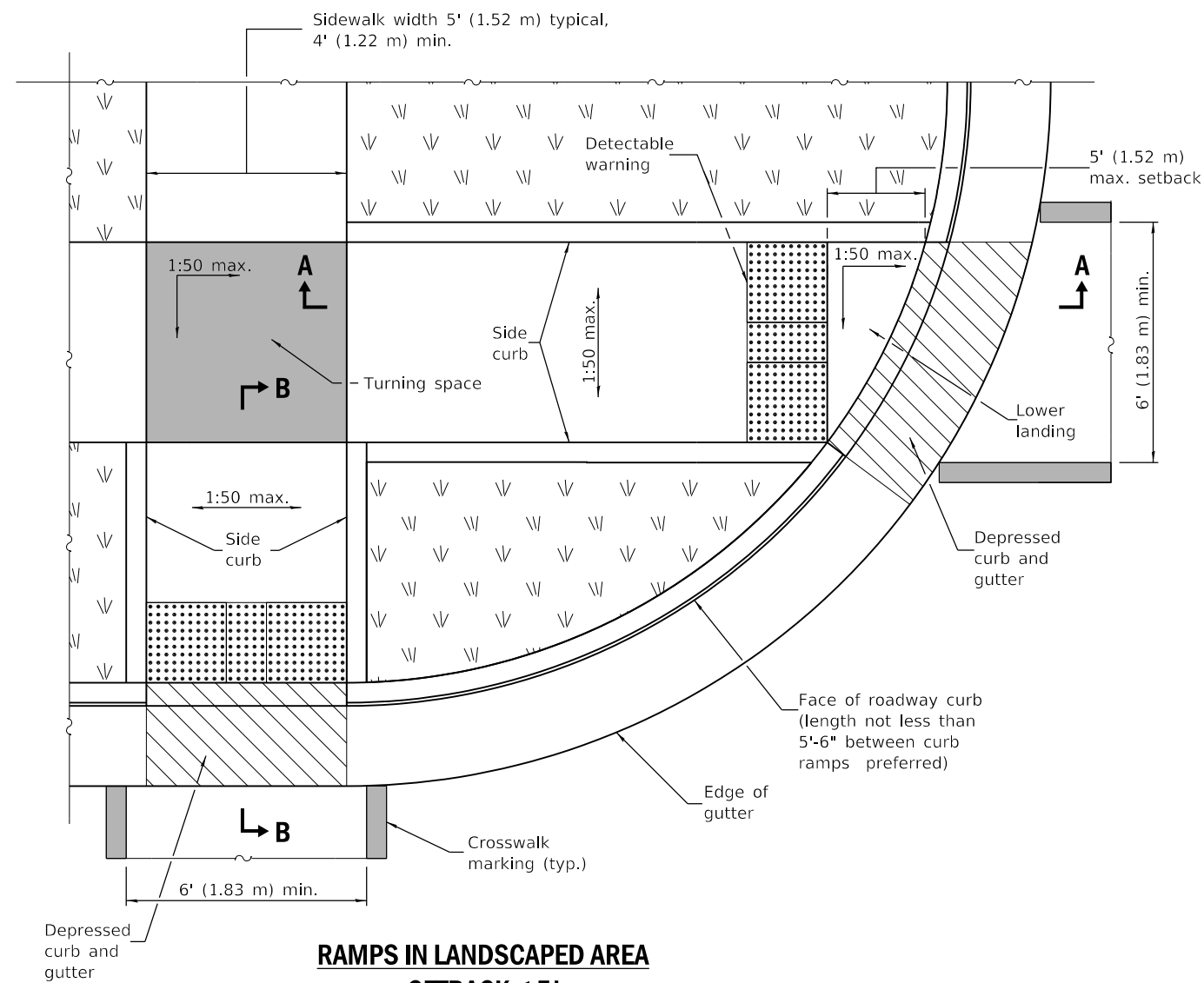
ISSUED 1-1-97

Wrong Way Arrow

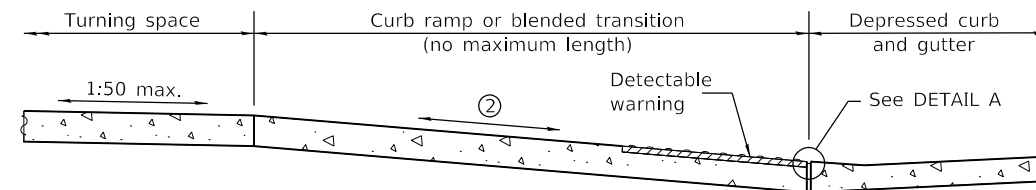
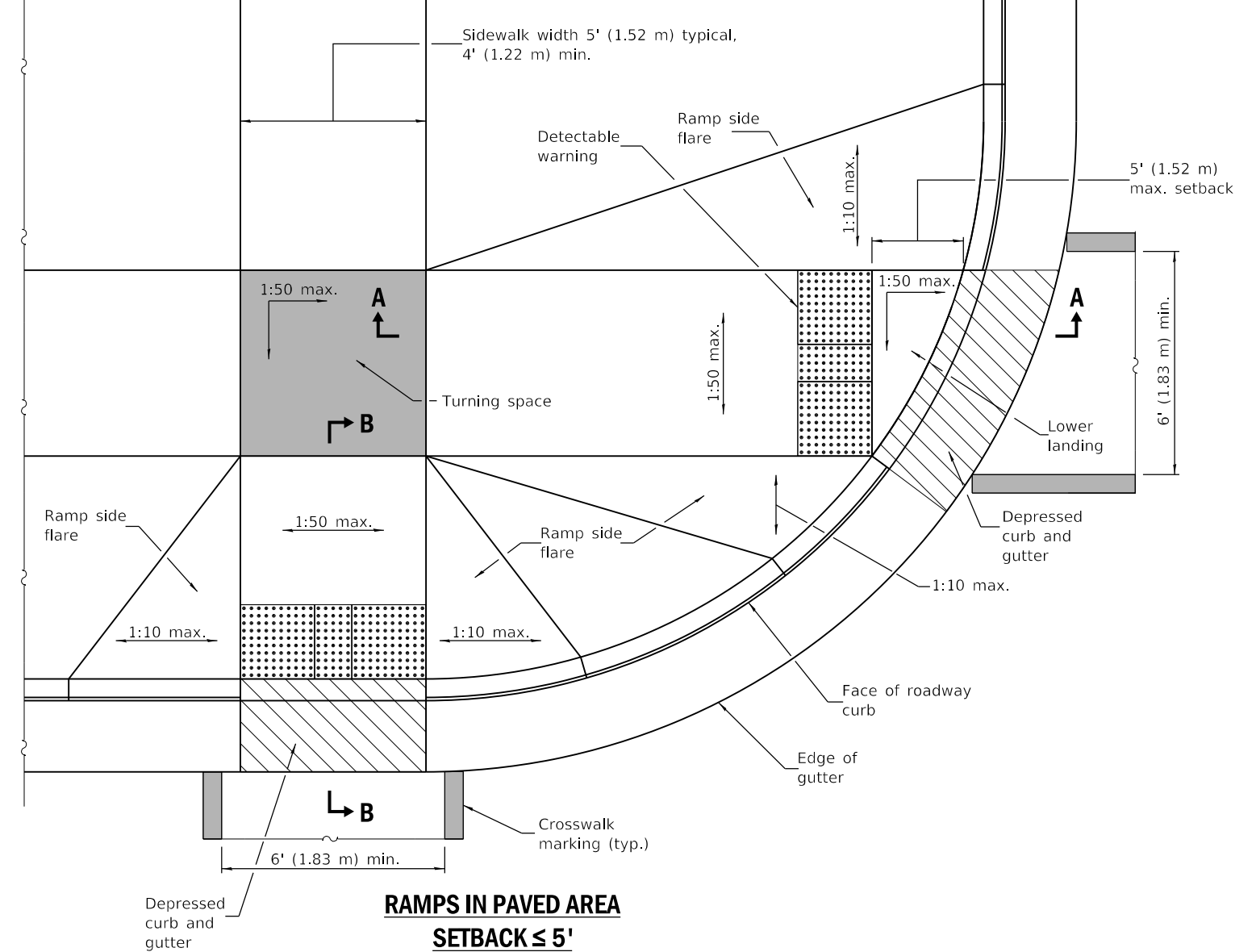
RIGHT OF WAY ITEMS (contd.)			ROADWAY PROFILES			SIGNING ITEMS (contd.)		

SIGNING ITEMS (contd.)		EX	PR	STRUCTURES ITEMS		EX	PR	TRAFFIC SHEET ITEMS		EX	PR
One Way Arrow Lrg. W1-6-(O) (Half Size)				Box Culvert Barrel				Cable Number			
Two Way Arrow Large W1-7-(O) (Half Size)				Box Culvert Headwall				Left Turn Green			
Detour M4-10L-(O) (Half Size)				Bridge Pier				Left Turn Yellow			
Detour M4-10R-(O) (Half Size)				Bridge				Signal Backplate			
One Way Left R6-1L (Half Size)				Retaining Wall				Signal Section 8" (200 mm)			
One Way Right R6-1R (Half Size)				Temporary Sheet Piling				Signal Section 12" (300 mm)			
Left Turn Lane R3-I100L (Half Size)								Walk/Don't Walk Letters			
Keep Left R4-7AL (Half Size)								Walk/Don't Walk Symbols			
Keep Left R4-7BL (Half Size)											
Keep Right R4-7AR (Half Size)											
Keep Right R4-7BR (Half Size)											
Stop Here On Red R10-6-AL (Half Size)											
Stop Here On Red R10-6-AR (Half Size)											
No Left Turn R3-2 (Half Size)											
No Right Turn R3-1 (Half Size)											
Road Closed R11-2 (Half Size)											
Road Closed Thru Traffic R11-2 (Half Size)											
 Illinois Department of Transportation PASSEDJanuary 1, 2021  ENGINEER OF POLICY AND PROCEDURES APPROVEDJanuary 1, 2021  ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97				STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 8 of 9) STANDARD 000001-08							

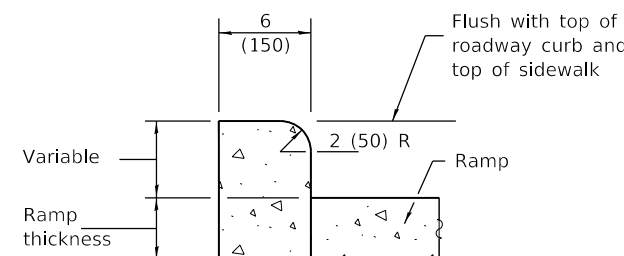
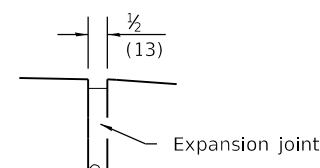
TRAFFIC SIGNAL ITEMS (contd.)			UNDERGROUND UTILITY ITEMS			UTILITY ITEMS (contd.)		
	EX	PR		EX	PR		EX	PR
Detector Raceway			Cable TV			Traffic Signal		
Aluminum Mast Arm			Electric Cable			Traffic Signal Control Box		
Steel Mast Arm			Fiber Optic			Water Meter		
Veh. Detector Magnetic			Gas Pipe			Water Meter Valve Box		
Conduit Splice			Oil Pipe			Profile Line		
Controller			Sanitary Sewer			Aerial Power Line		
Gulfbox Junction			Telephone Cable			VEGETATION ITEMS		
Wood Pole			Water Pipe				EX	PR
Temp. Signal Head			UTILITIES ITEMS			Deciduous Tree		
Handhole				EX	PR	Bush or Shrub		
Double Handhole			Controller			Evergreen Tree		
Heavy Duty Handhole			Double Handhole			Stump		
Junction Box			Fire Hydrant			Orchard/Nursery Line		
Ped. Pushbutton Detector			GuyWire or Deadman Anchor			Vegetation Line		
Ped. Signal Head			Handhole			Woods & Bush Line		
Power Pole Service			Heavy Duty Handhole			WATER FEATURE ITEMS		
Priority Veh. Detector			Junction Box				EX	PR
Signal Head			Light Pole			Stream or Drainage Ditch		
Signal Head w/Backplate			Manhole			Waters Edge		
Signal Post			Monitoring Well (Gasoline)			Water Surface Indicator		
Closed Circuit TV			Pipeline Warning Sign			Water Point		
Video Detector System			Power Pole			Disappearing Ditch		
			Power Pole with Light			Marsh		
			Sanitary Sewer Cleanout			Marsh/Swamp Boundary		
			Splice Box Above Ground					
			Telephone Splice Box Above Ground					
			Telephone Pole					
PASSEDJanuary 1, 2021 ENGINEER OF POLICY AND PROCEDURES APPROVEDJanuary 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97						STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS STANDARD 000001-08		



② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



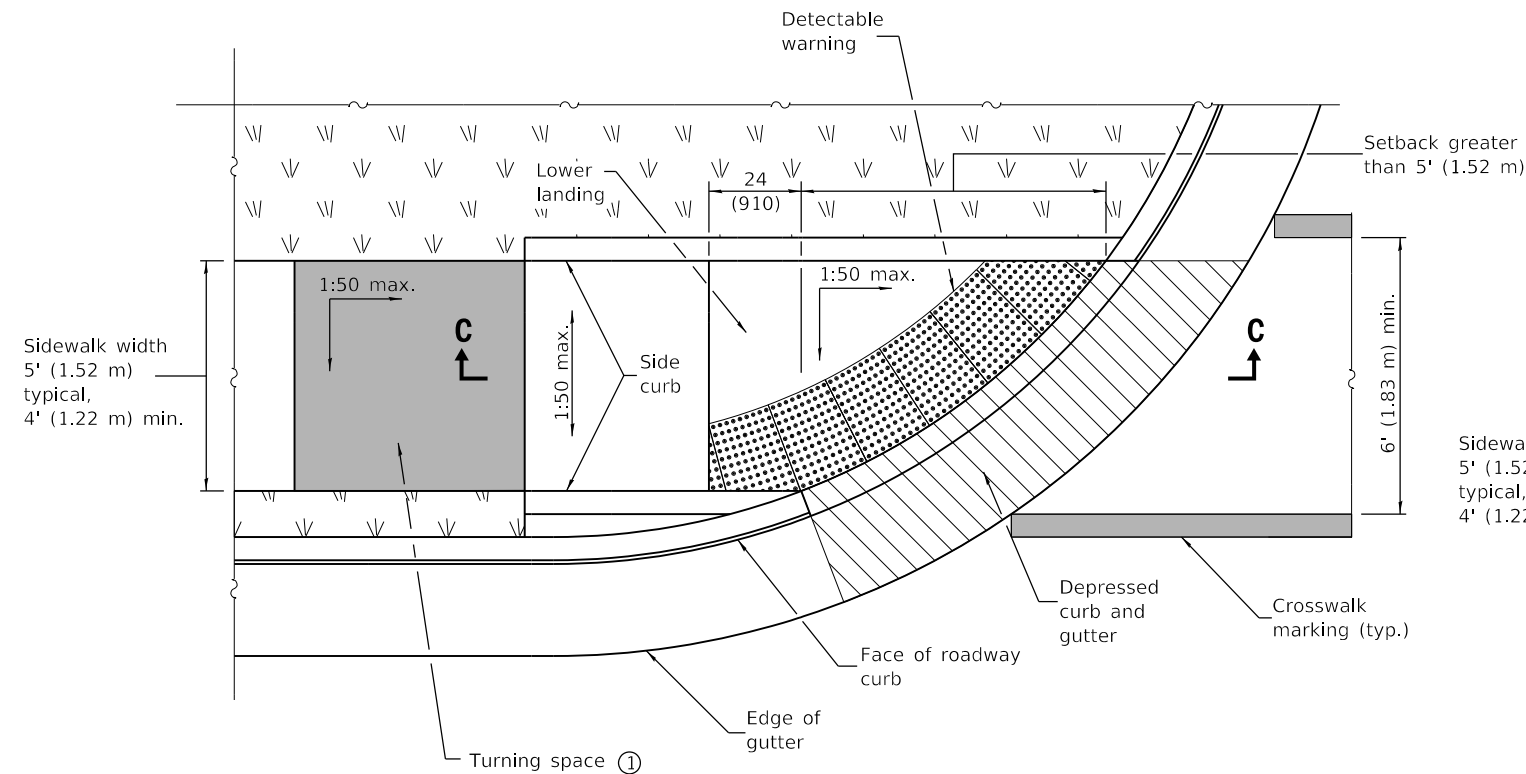
DATE	REVISIONS
1-1-19	Removed "15-foot rule", added
	"Blended transitions" and placement
	tolerances for detectable warnings.
1-1-18	Omitted diagonal slope at
	turning spaces and lower
	landings.

See Sheet 2 for GENERAL NOTES.

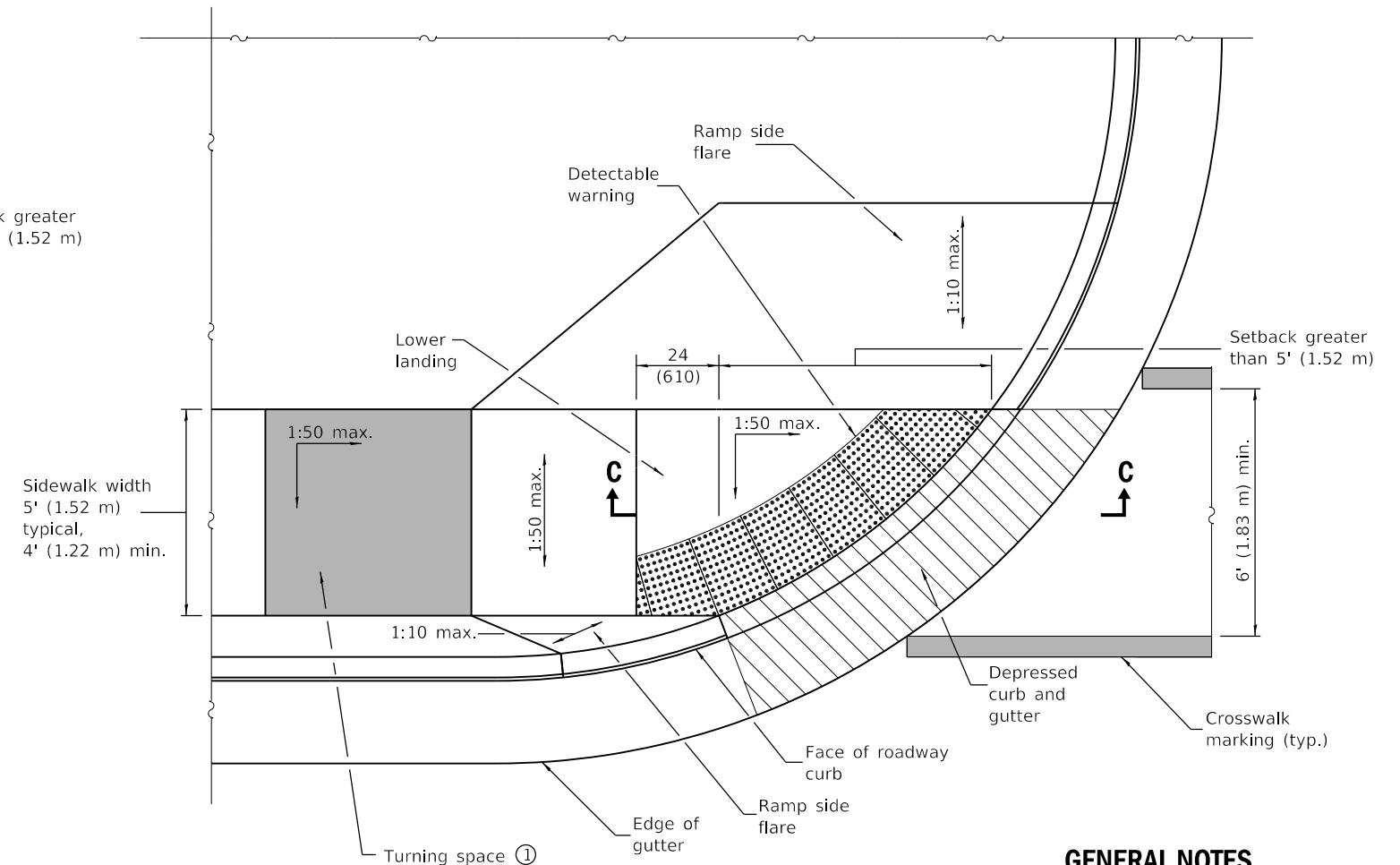
PERPENDICULAR CURB RAMPS FOR SIDEWALKS

(Sheet 1 of 2)

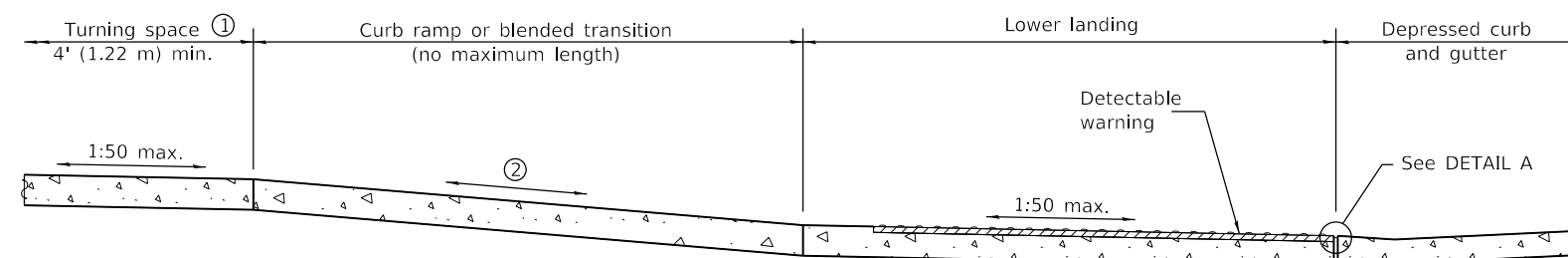
STANDARD 424001-11



RAMP IN LANDSCAPED AREA
SETBACK > 5'



RAMP IN PAVED AREA
SETBACK > 5'



SECTION C-C

- ① This turning space not required for blended transitions.
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

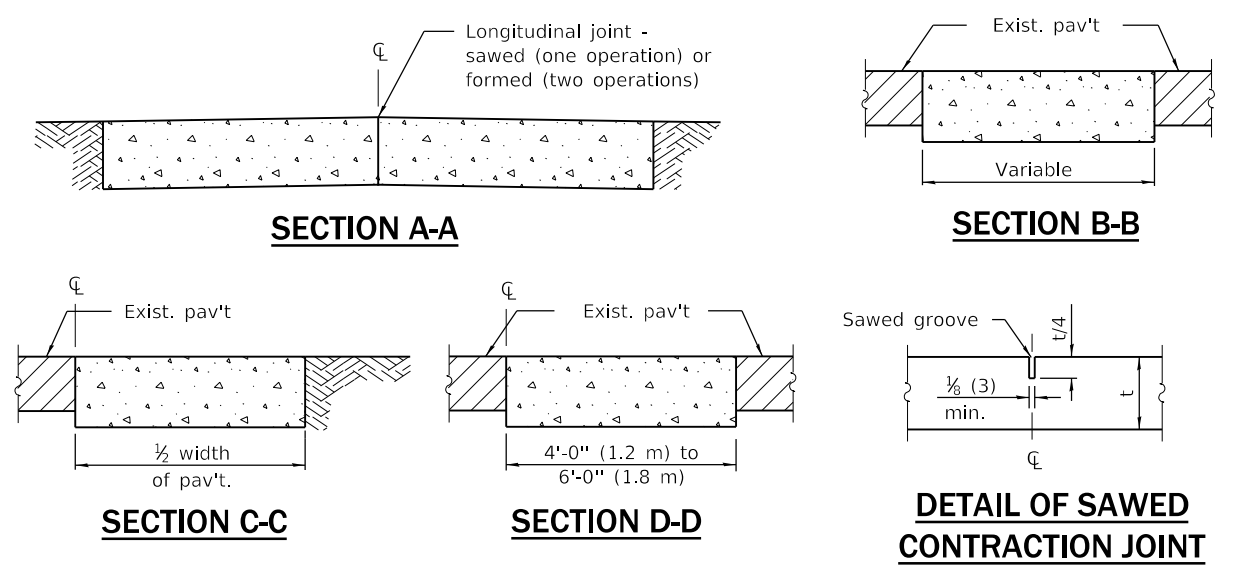
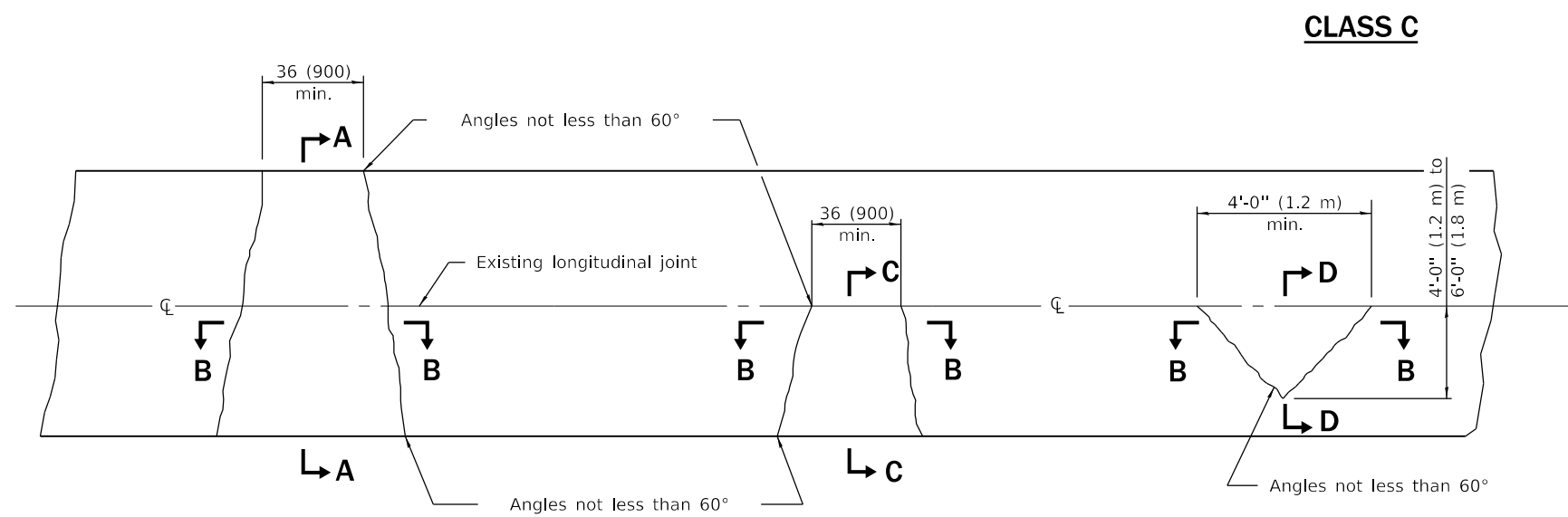
See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

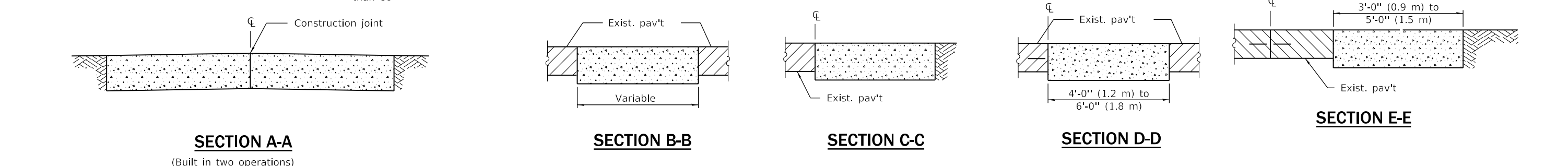
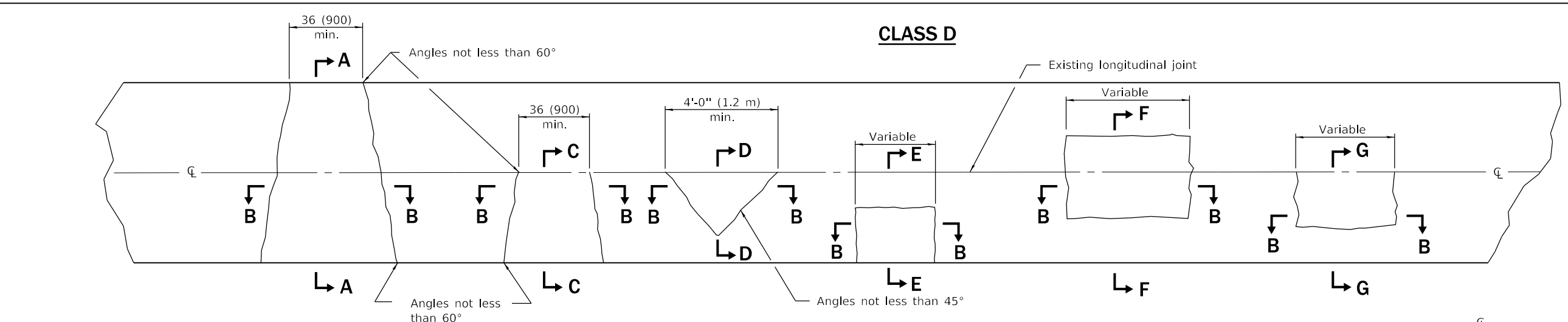
**PERPENDICULAR CURB RAMPS
FOR SIDEWALKS**

(Sheet 2 of 2)

STANDARD 424001-11



Note:
Longitudinal joints shall be as detailed on Standard 420001, except tie bars are not required for patches 20'-0" (6.0 m) or less in length.



GENERAL NOTES

Existing tie bars shall be either cut or removed. Marginal bars shall be cut.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

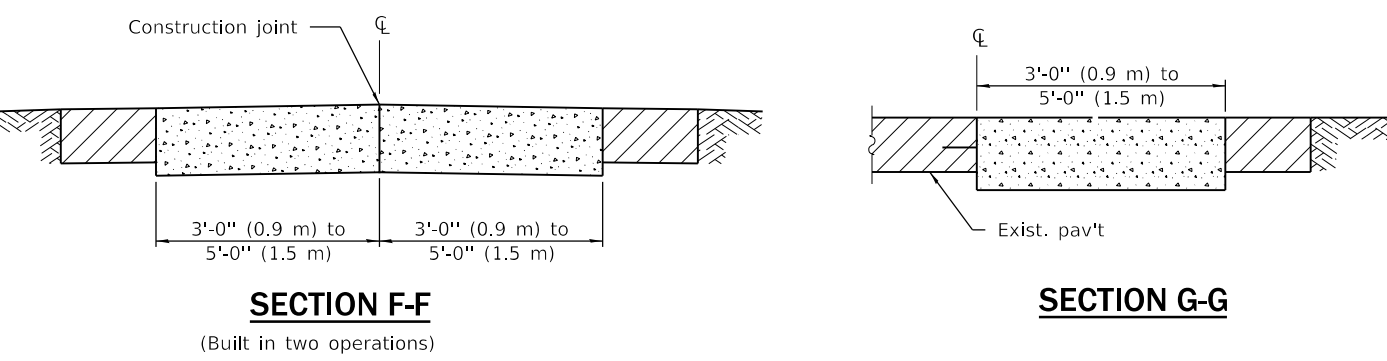
PASSED January 1, 2008

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2008

ENGINEER OF DESIGN AND ENVIRONMENT

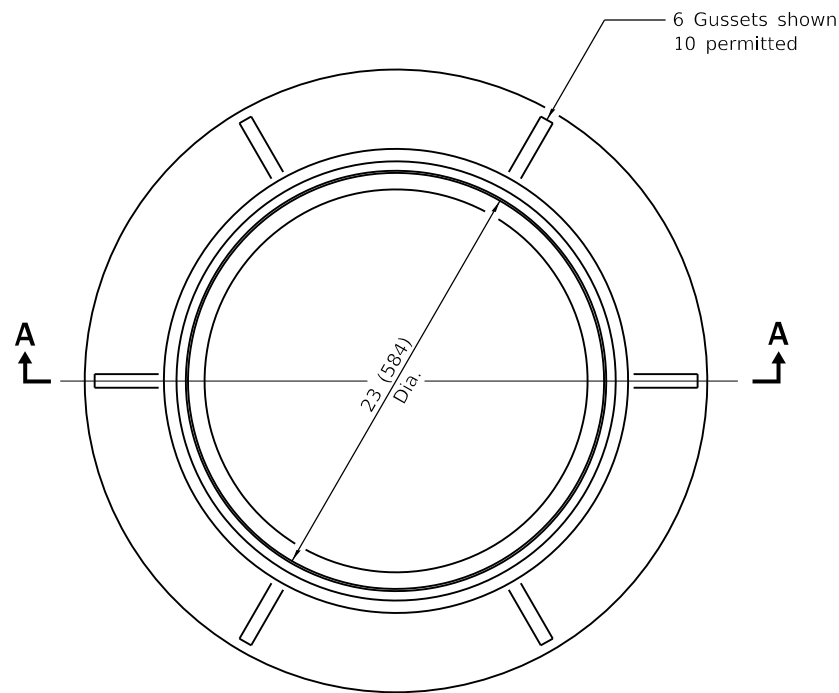
ISSUED 1-1-97



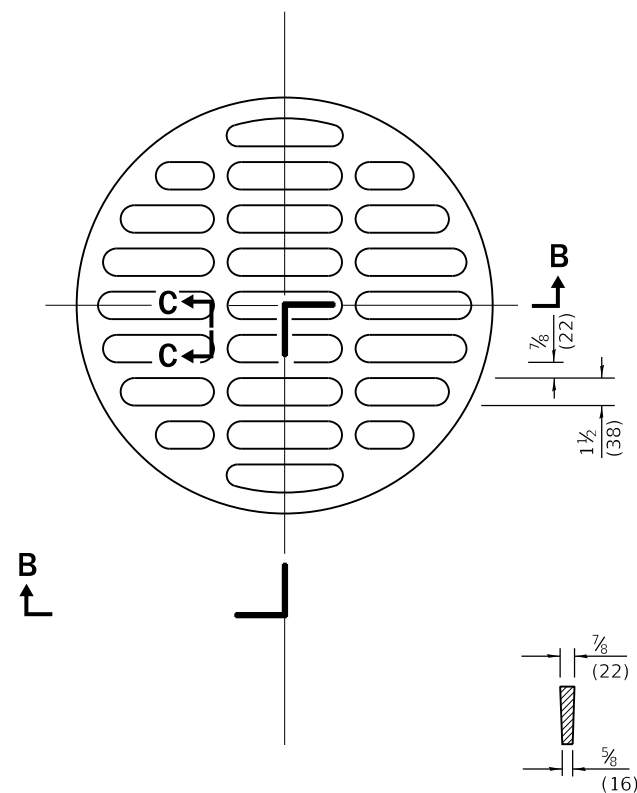
DATE	REVISIONS
1-1-08	Switched units to English (metric).
1-1-07	Revised Note for Class C patches.

CLASS C and D PATCHES

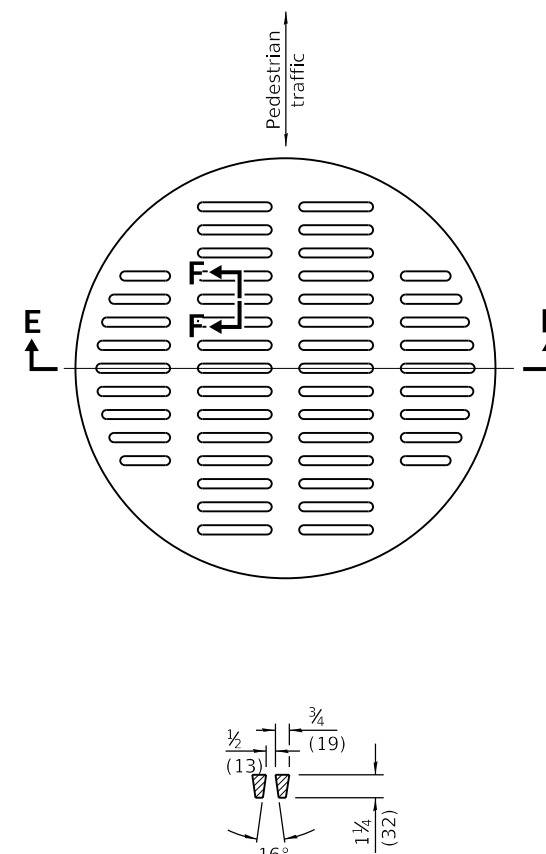
STANDARD 442201-03



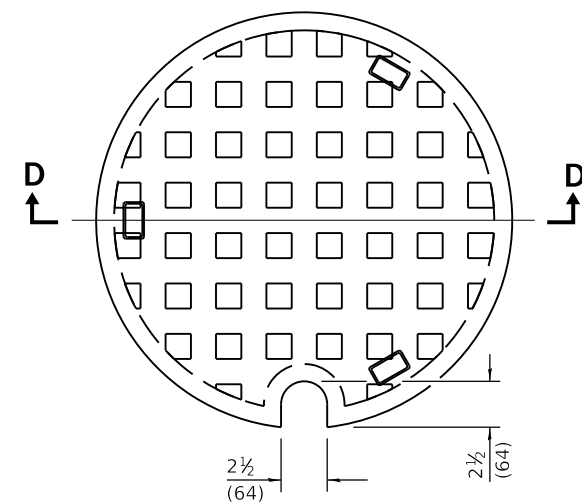
CAST FRAME



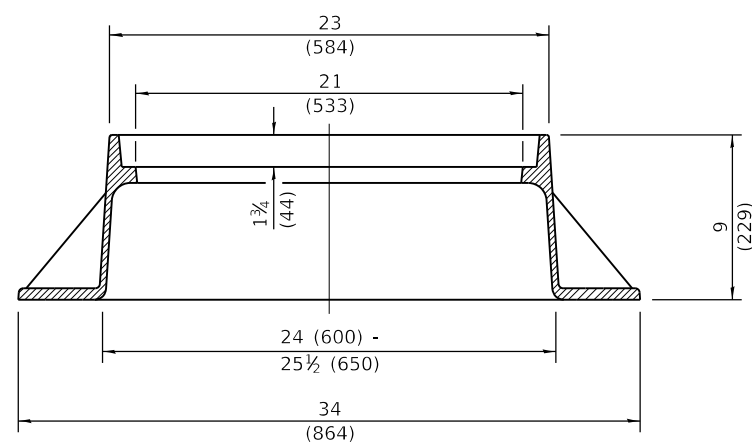
SECTION C-C



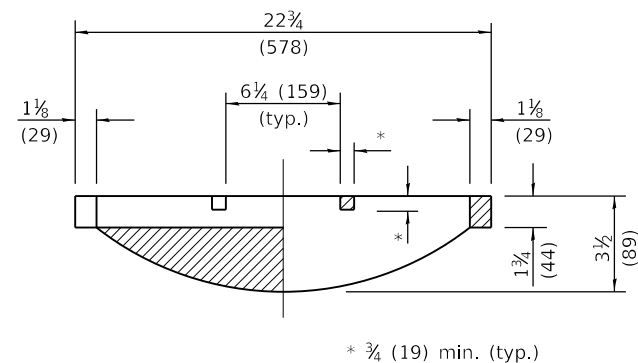
SECTION F-F



SECTION D-D

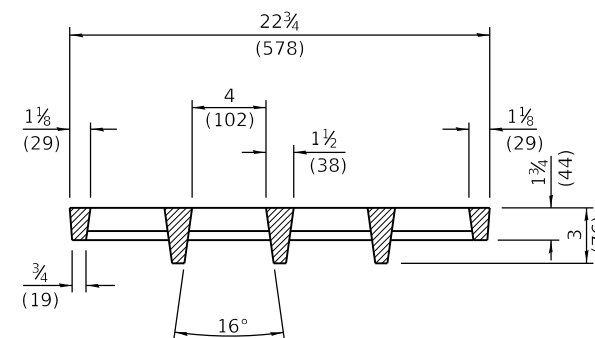


SECTION A-A
Gray Iron



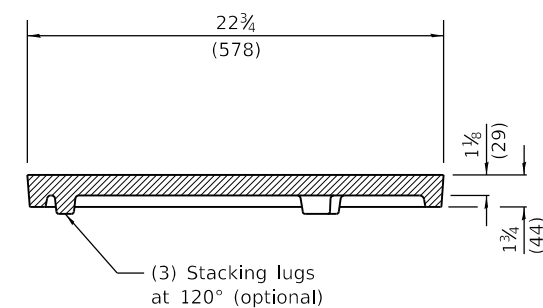
SECTION B-B

CAST OPEN LID



SECTION E-E

**ADA COMPLIANT
CAST OPEN LID**



CAST CLOSED LID
Gray Iron Lid

All dimensions are in inches (millimeters)
unless otherwise shown.

PASSED ENGINEER OF POLICY AND PROCEDURES APPROVED ENGINEER OF DESIGN AND ENVIRONMENT	January 1, 2020 January 1, 2020 1-1-97

DATE	REVISIONS
1-1-20	Revised dimension in Section B-B of cast open lid.
1-1-15	Revised dimensioning of frame. Added ADA compliant open lid.
1-1-09	Switched units to English (metric).

FRAME AND LIDS TYPE 1

STANDARD 604001-05



- ## CAST GRATE

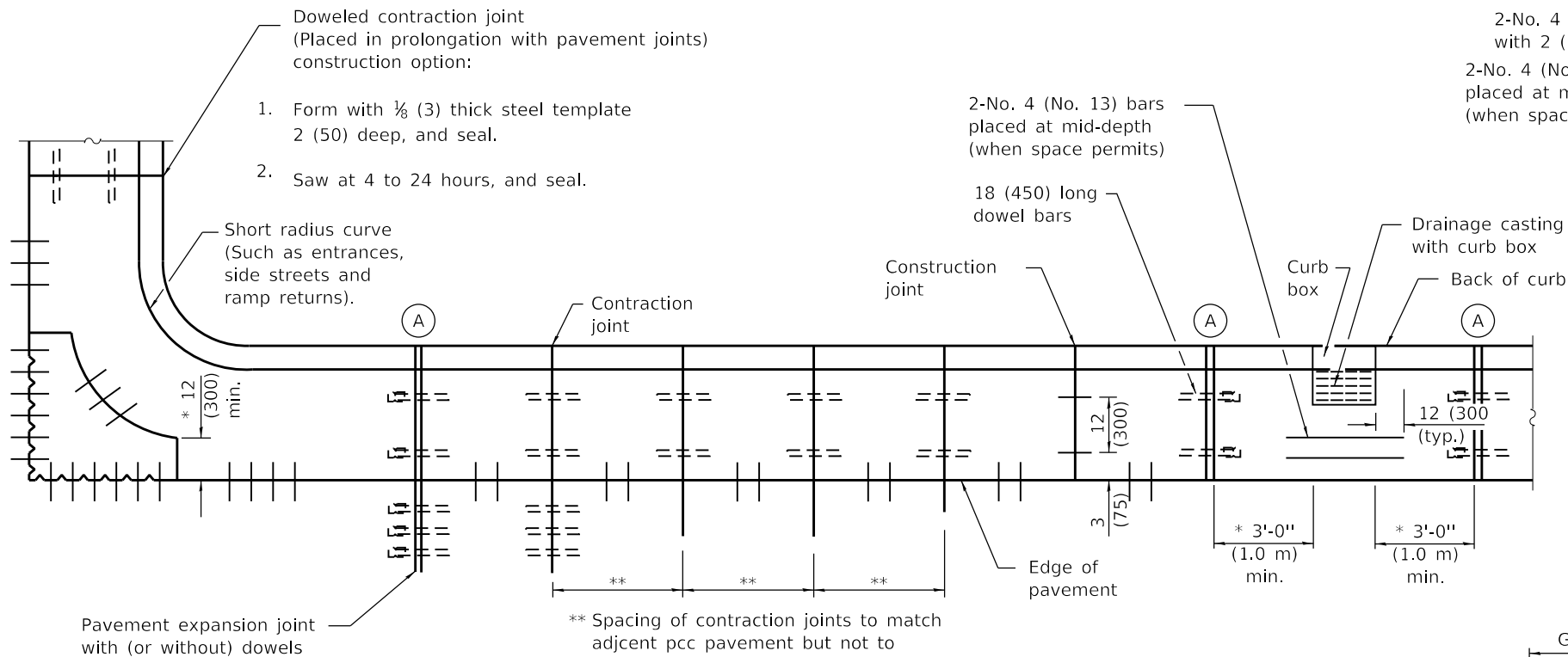


 Illinois Department of Transportation		ISSUED 1-1-97
PASSED	_____ January 1, _____ 2015 	
ENGINEER OF POLICY AND PROCEDURES		
APPROVED	_____ January 1, _____ 2015 	
ENGINEER OF DESIGN AND ENVIRONMENT		

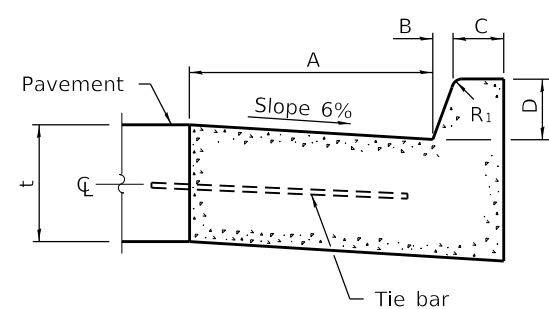
DATE	REVISIONS
1-1-15	Revised dimenstions of
	frame and alternate curb
	box.
1-1-09	Switched units to
	English (metric).

FRAME AND GRATE TYPE 3

STANDARD 604006-05



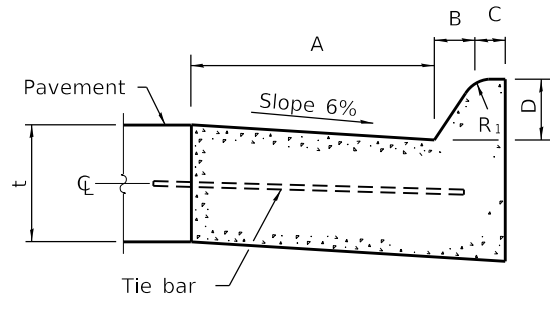
PLAN
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE



BARRIER CURB

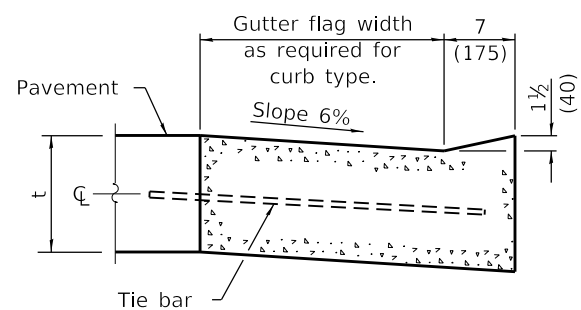
TABLE OF DIMENSIONS BARRIER CURB					
TYPE	A	B	C	D	R ₁
B-6.06 *	6	1	6	6	1
(B-15.15)	(150)	(25)	(150)	(150)	(25)
B-6.12	12	1	6	6	1
(B-15.3)	(300)	(25)	(150)	(150)	(25)
B-6.18	18	1	6	6	1
(B-15.45)	(450)	(25)	(150)	(150)	(25)
B-6.24	24	1	6	6	1
(B-15.60)	(600)	(25)	(150)	(150)	(25)
B-9.12	12	2	5	9	1
(B-22.30)	(300)	(50)	(125)	(225)	(25)
B-9.18	18	2	5	9	1
(B-22.45)	(450)	(50)	(125)	(225)	(25)
B-9.24	24	2	5	9	1
(B-22.60)	(600)	(50)	(125)	(225)	(25)

* For corner islands only.

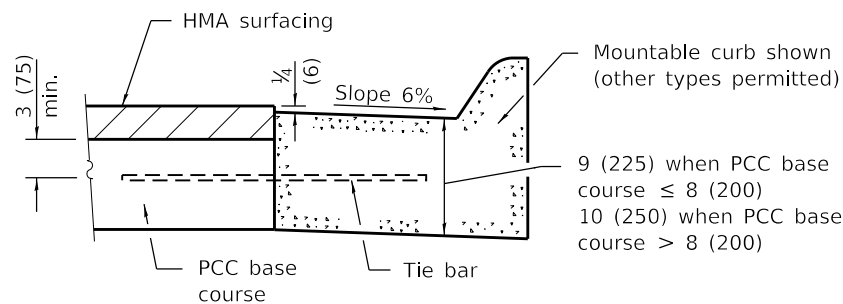


MOUNTABLE CURB

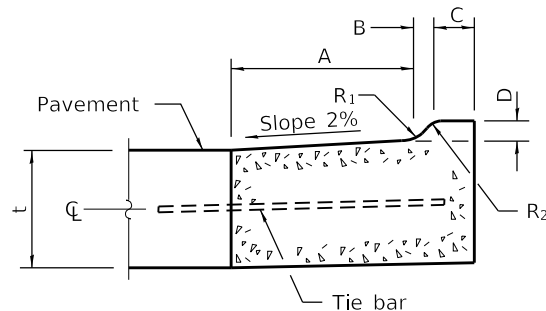
TABLE OF DIMENSIONS MOUNTABLE CURB						
TYPE	A	B	C	D	R ₁	R ₂
M-2.06	6	2	4	2	3	2
(M-5.15)	(150)	(50)	(100)	(50)	(75)	(50)
M-2.12	12	2	4	2	3	2
(M-5.30)	(300)	(50)	(100)	(50)	(75)	(50)
M-4.06	6	4	3	4	3	NA
(M-10.15)	(150)	(100)	(75)	(100)	(75)	
M-4.12	12	4	3	4	3	NA
(M-10.30)	(300)	(100)	(75)	(100)	(75)	
M-4.18	18	4	3	4	3	NA
(M-10.45)	(450)	(100)	(75)	(100)	(75)	
M-4.24	24	4	3	4	3	NA
(M-10.60)	(600)	(100)	(75)	(100)	(75)	
M-6.06	6	6	2	6	2	NA
(M-15.15)	(150)	(150)	(50)	(150)	(50)	
M-6.12	12	6	2	6	2	NA
(M-15.30)	(300)	(150)	(50)	(150)	(50)	
M-6.18	18	6	2	6	2	NA
(M-15.45)	(450)	(150)	(50)	(150)	(50)	
M-6.24	24	6	2	6	2	NA
(M-15.60)	(600)	(150)	(50)	(150)	(50)	



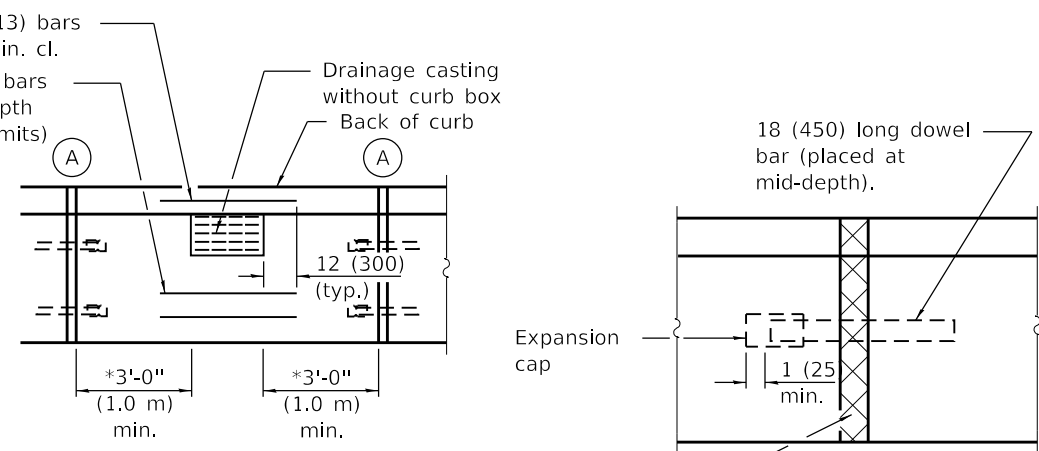
DEPRESSED CURB (TYPICAL)



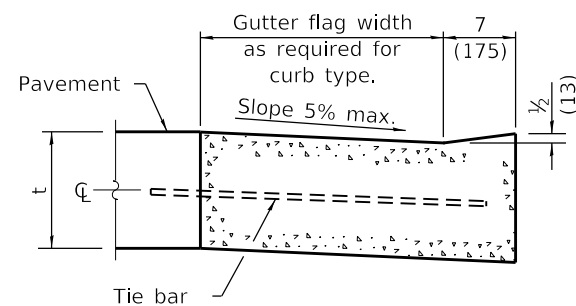
**ADJACENT TO PCC BASE COURSE
WITH HMA SURFACING**



M-2.06 (M-5.15) and M-2.12 (M-5.30)



DETAIL A
EXPANSION JOINT



**DEPRESSED CURB ADJACENT
TO CURB RAMP ACCESSIBLE
TO THE DISABLED**

GENERAL NOTES

The bottom slope of combination curb and gutter constructed adjacent to pcc pavement shall be the same slope as the subbase or 6% when subbase is omitted.

t = Thickness of pavement.

Longitudinal joint tie bars shall be No. 6 (No. 19) at 36 (900) centers in accordance with details for longitudinal construction joint shown on Standard 420001.

A minimum clearance of 2 (50) between the end of the tie bar and the back of the curb shall be maintained.

The dowel bars shown in contraction joints will only be required for monolithic construction.

See Standard 606301 for details of corner islands.

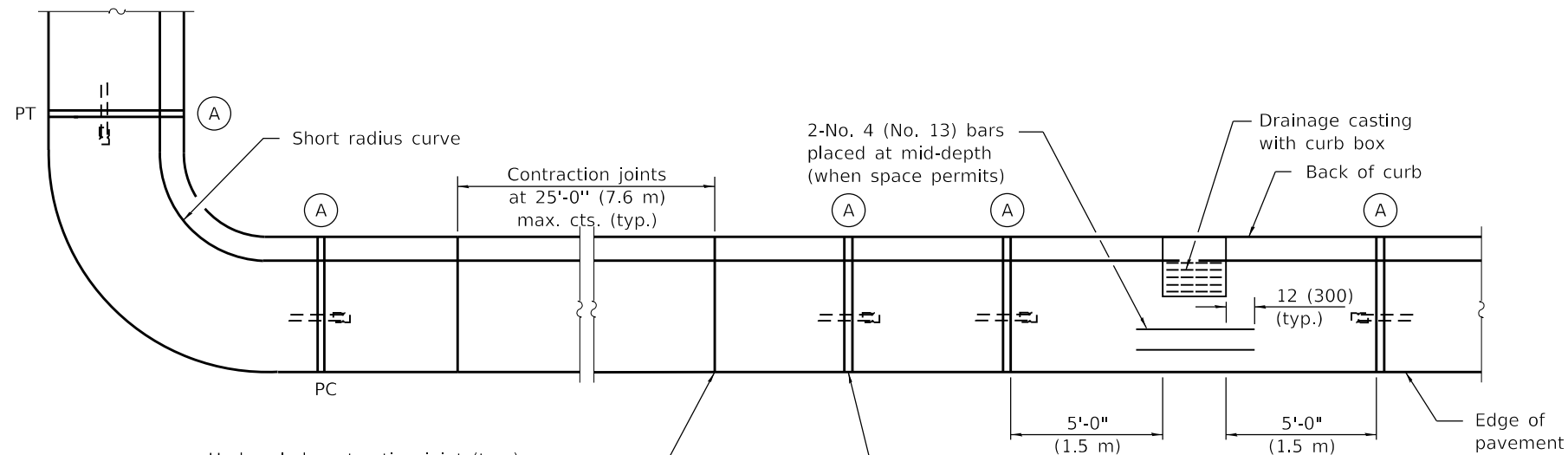
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-22	Revised contraction joint spacing adjacent to pcc pavement.
1-1-18	Revised General Note for tie bar spacing to 36 (900) cts.

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

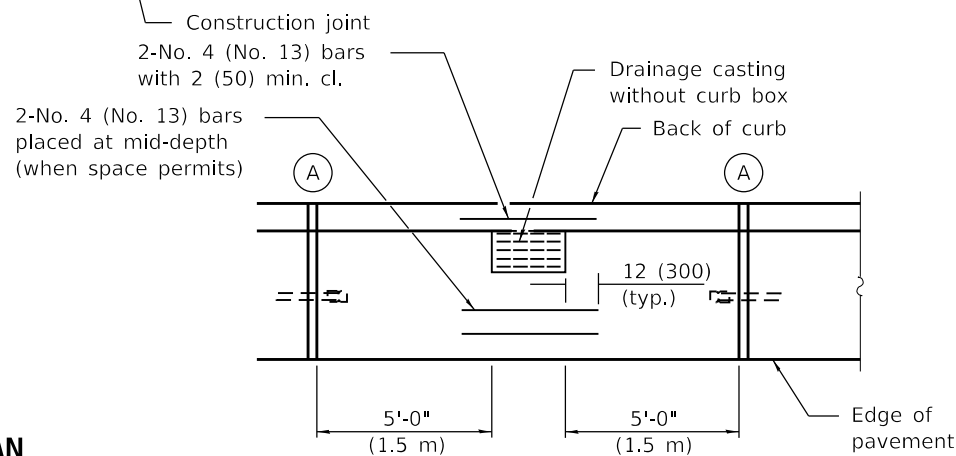
(Sheet 1 of 2)

STANDARD 606001-08

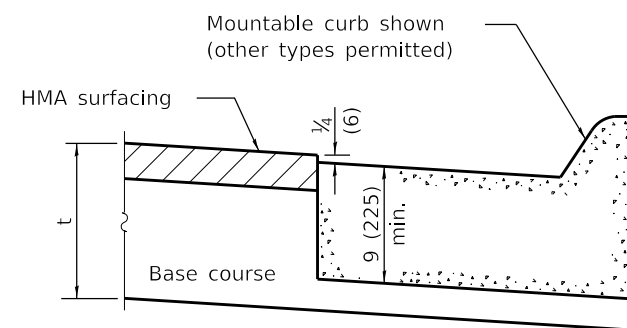


Undoweled contraction joint (typ.) construction options:

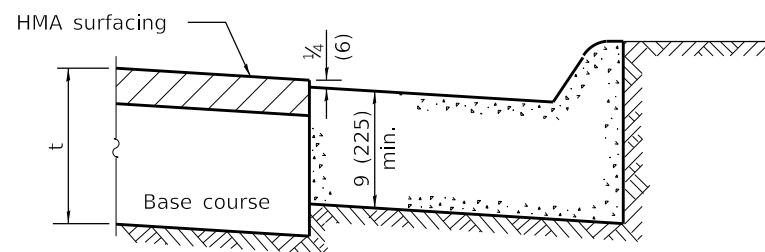
1. Form with $\frac{1}{8}$ (3) thick steel template 2 (50) deep, and seal.
2. Saw 2 (50) deep at 4 to 24 hours, and seal.
3. Insert $\frac{3}{4}$ (20) thick preformed joint filler full depth and width.



PLAN

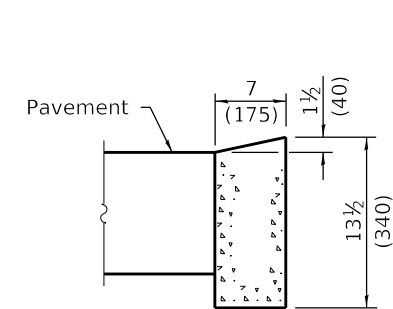


ON DISTURBED SUBGRADE

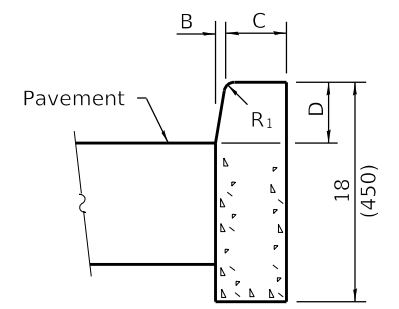


ON UNDISTURBED SUBGRADE

ADJACENT TO FLEXIBLE PAVEMENT

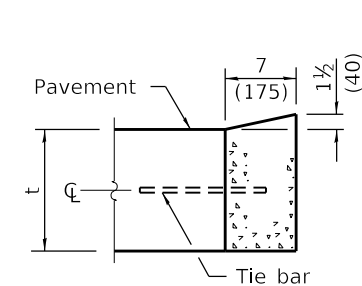


DEPRESSED CURB

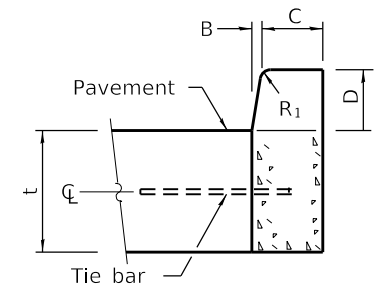


BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT



DEPRESSED CURB



BARRIER CURB

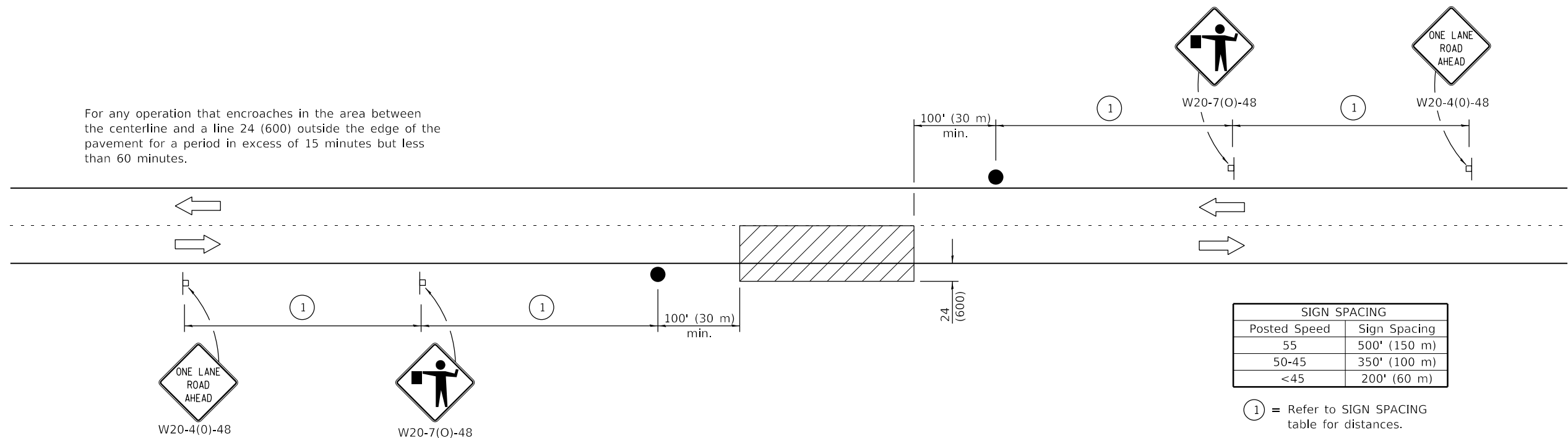
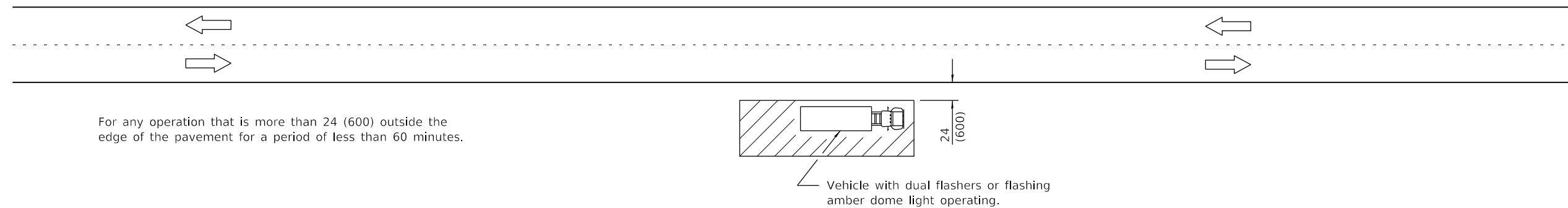
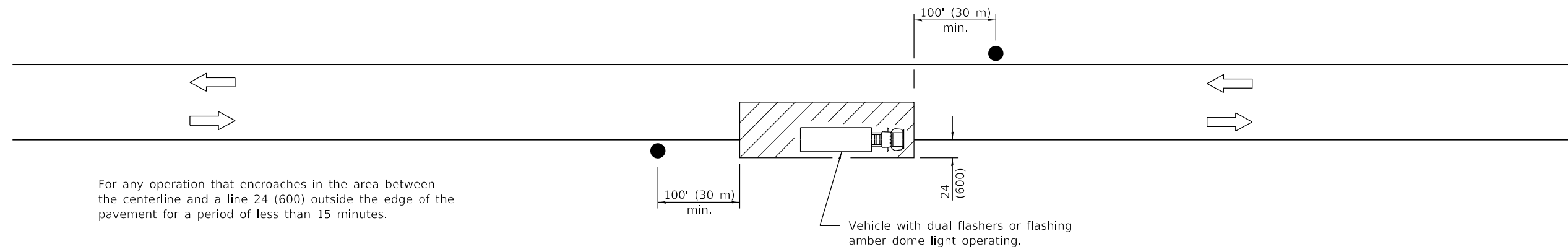
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

CONCRETE CURB TYPE B

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

(Sheet 2 of 2)

STANDARD 606001-08



TYPICAL APPLICATIONS

- Marking patches
- Field survey
- String line
- Utility operations
- Cleaning up debris on pavement

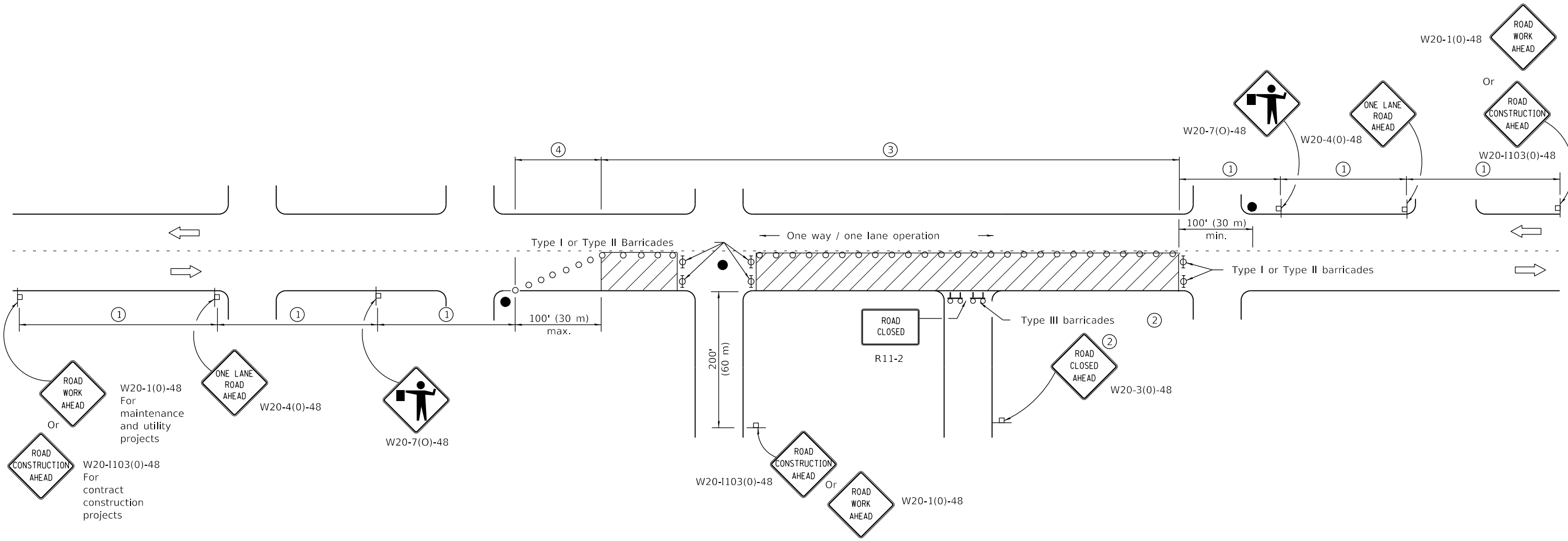
SYMBOLS

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
PASSED January 1, 2011	ISSUED 1-1-97
ENGINEER OF SAFETY ENGINEERING	
APPROVED January 1, 2011	
ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS	LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
1-1-11	Revised flagger sign.	
		STANDARD 701301-04
1-1-09	Switched units to	
	English (metric).	



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sideroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to
	English (metric).
	Corrected sign No.'s.

**URBAN LANE CLOSURE,
2L, 2W, UNDIVIDED**

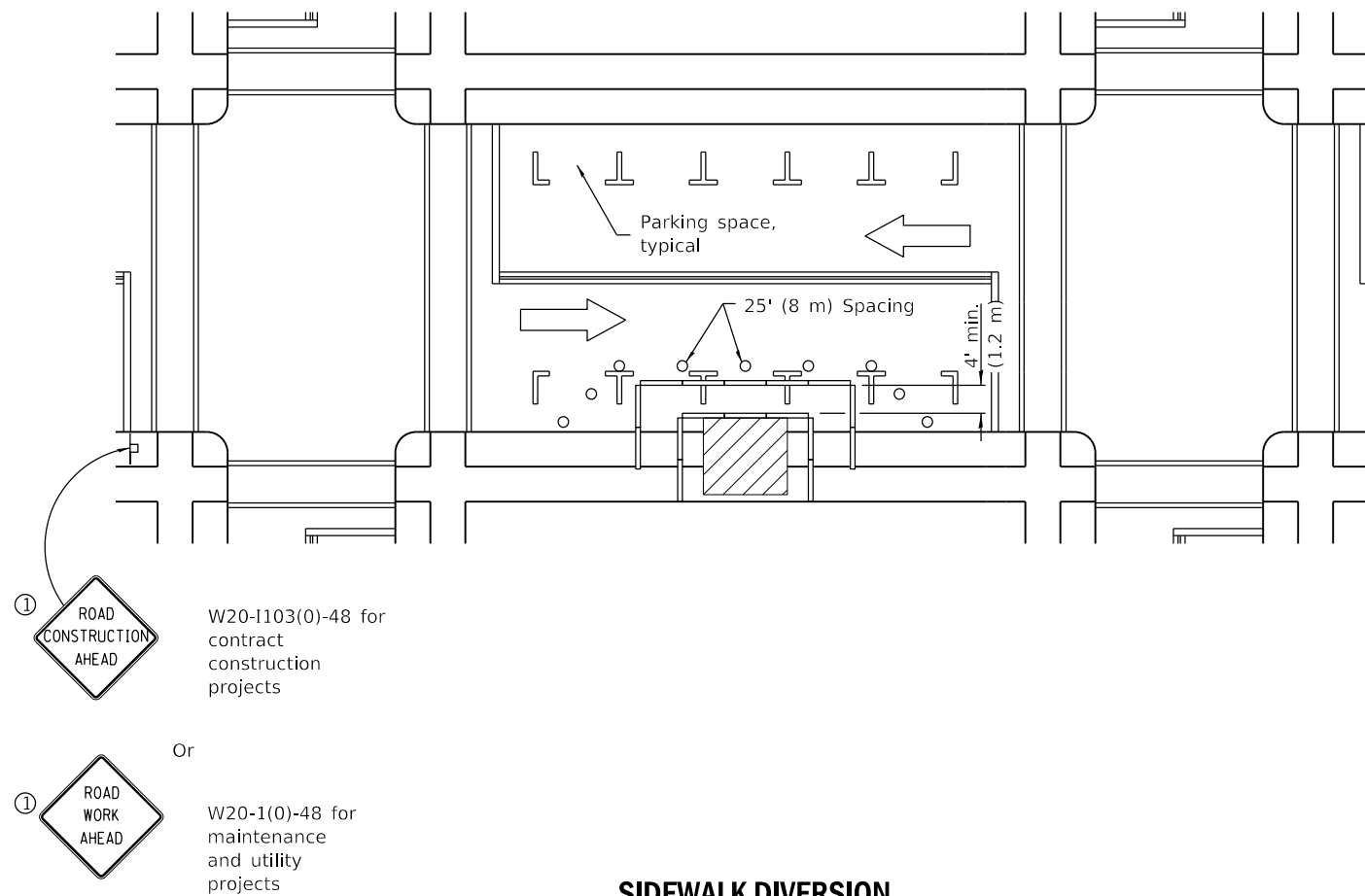
STANDARD 701501-06

Illinois Department of Transportation

PASSED
January 1, 2011

APPROVED
January 1, 2011

ISSUED 1-1-97
ENGINEER OF DESIGN AND ENVIRONMENT



SIDEWALK DIVERSION

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

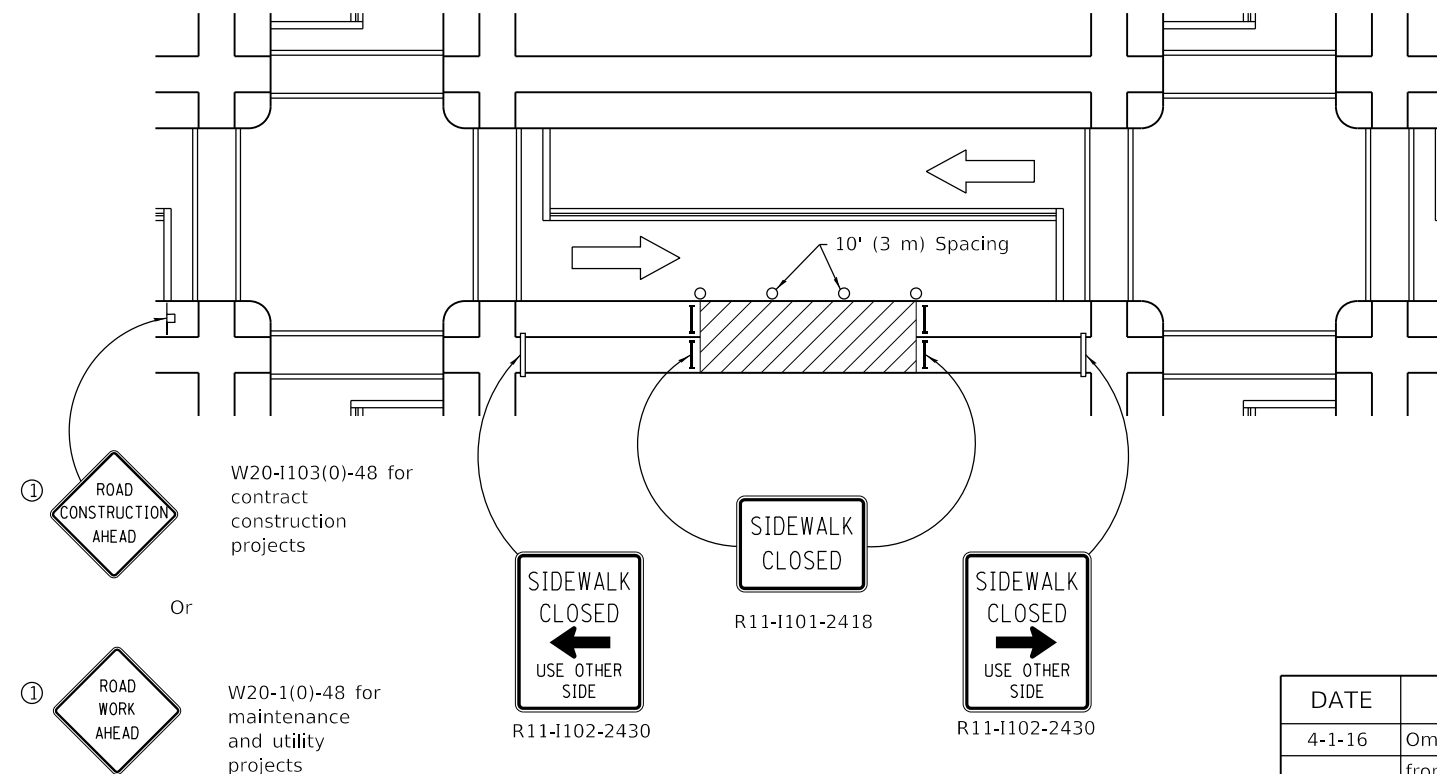
The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade



SIDEWALK CLOSURE

DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as this is covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION. Modified appearance of plan views. Renamed Std.

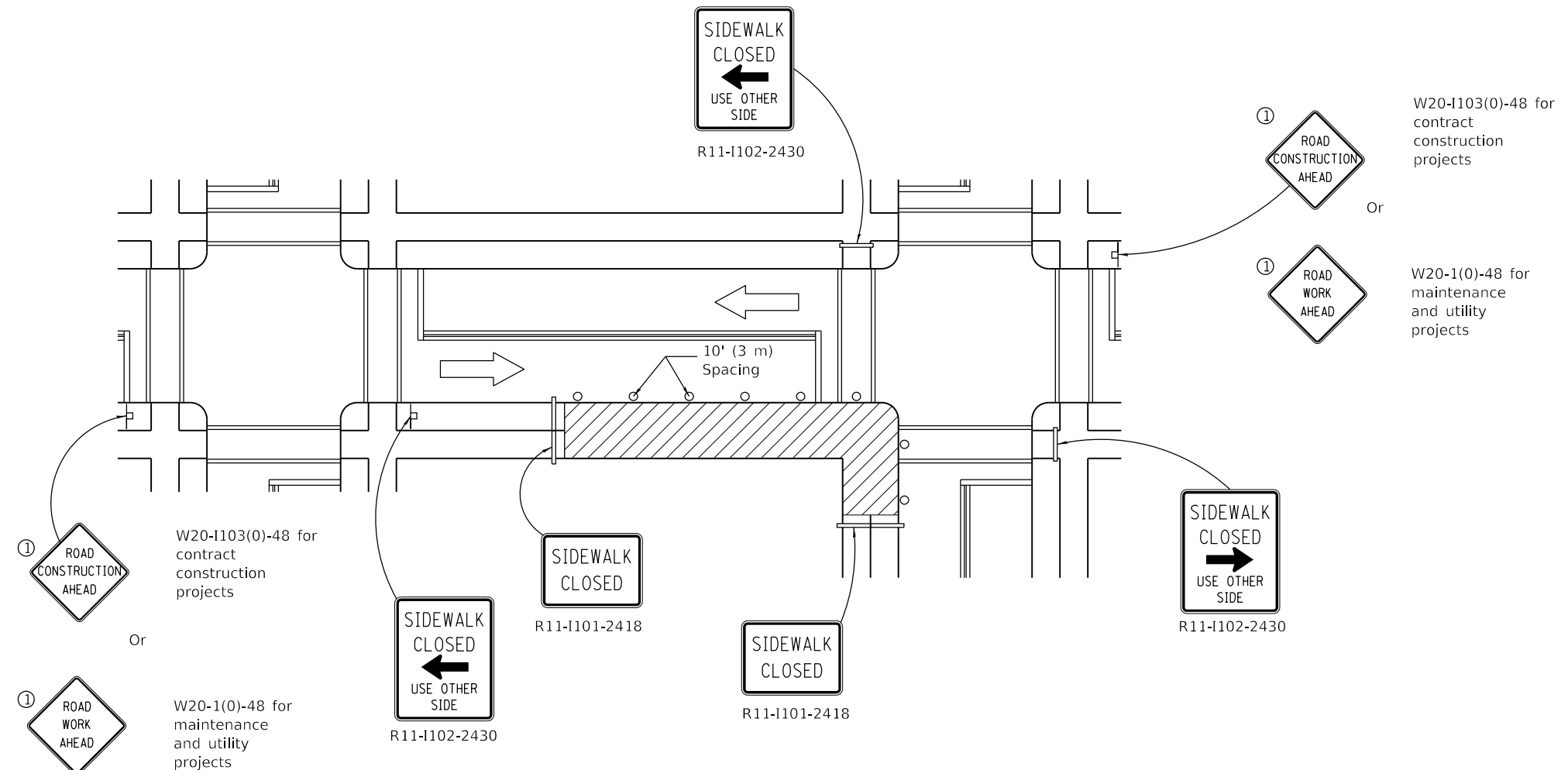
SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

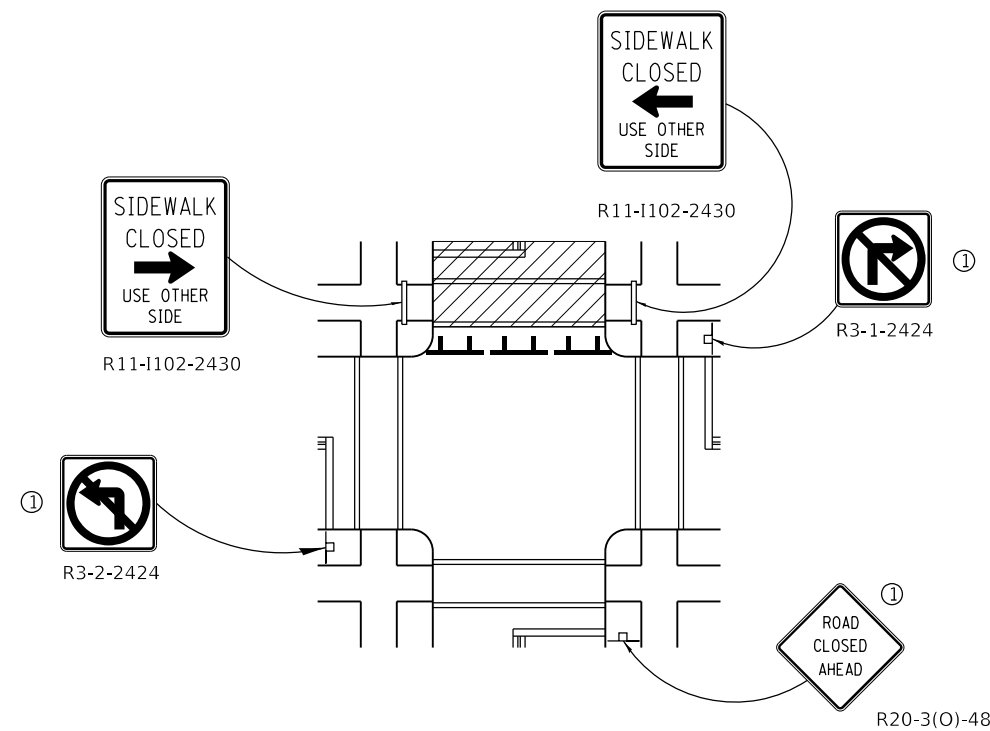
STANDARD 701801-06

Illinois Department of Transportation	
PASSED	April 1, 2016
ENGINEER OF SAFETY ENGINEERING	
APPROVED	April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT	

ISSUED 1-1-97



CORNER CLOSURE



CROSSWALK CLOSURE

Illinois Department of Transportation	
PASSED	April 1, 2016
ENGINEER OF SAFETY ENGINEERING	
APPROVED	April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT	

ISSUED 1-1-97

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 2 of 2)

STANDARD 701801-06

Orange
Posted speed < 45 mph

Orange
Any posted speed

DAYTIME USE

Any posted speed

Any posted speed

CONES

Any posted speed

Any posted speed

DAY OR NIGHTTIME USE

Any posted speed

Any posted speed

TUBULAR MARKER

Any posted speed

Any posted speed

VERTICAL PANEL
POST MOUNTED

Any posted speed

Any posted speed

DRUM

Any posted speed

Any posted speed

TYPE I BARRICADE

Any posted speed

Any posted speed

TYPE II BARRICADE

Any posted speed

Any posted speed

TYPE III BARRICADE

Any posted speed

Any posted speed

DIRECTION INDICATOR
BARRICADE

Any posted speed

Any posted speed

VERTICAL BARRICADE

Any posted speed

Any posted speed

DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE

Illinois Department of Transportation

APPROVED January 1, 2019

ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-19

DATE

1-1-19

1-1-18

REVISIONS

Revised cone usage and added cones >36" (900 mm) height.

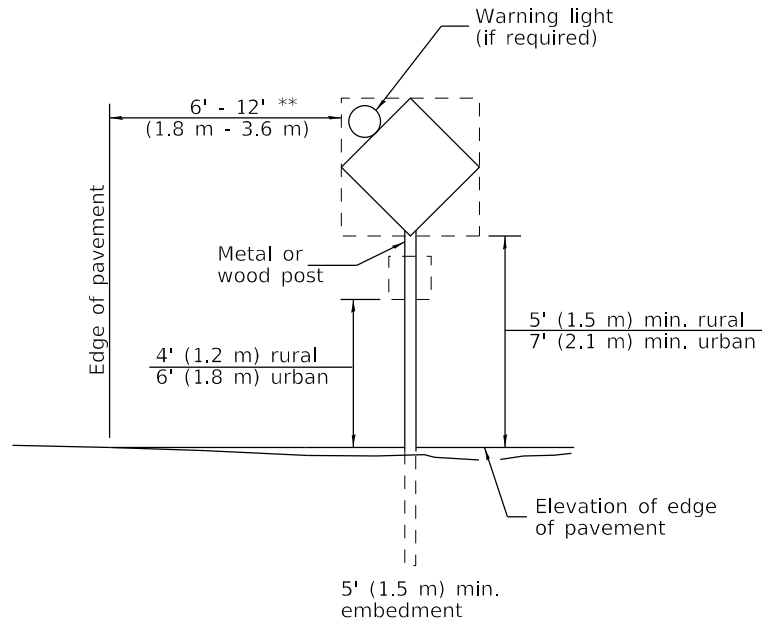
Revised END WORK ZONE SPEED LIMIT sign from orange to white background.

TRAFFIC CONTROL DEVICES

(Sheet 1 of 3)

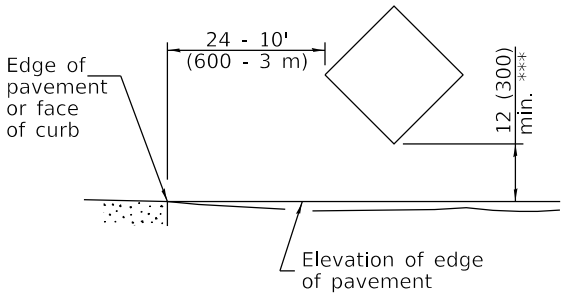
STANDARD 701901-08

Page 501 of 659



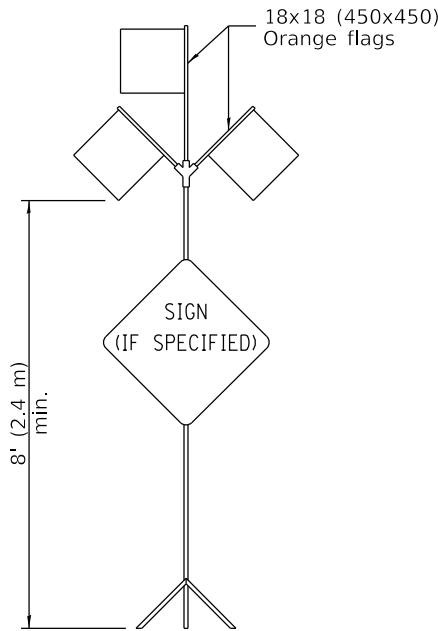
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

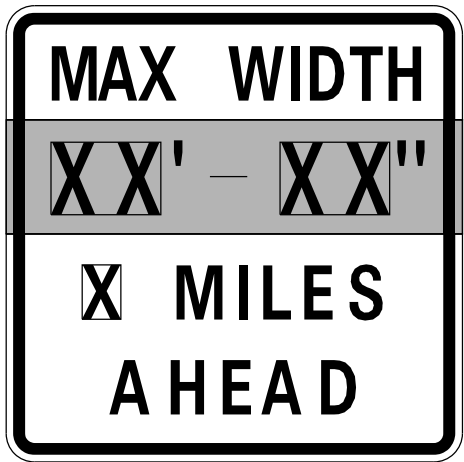


SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



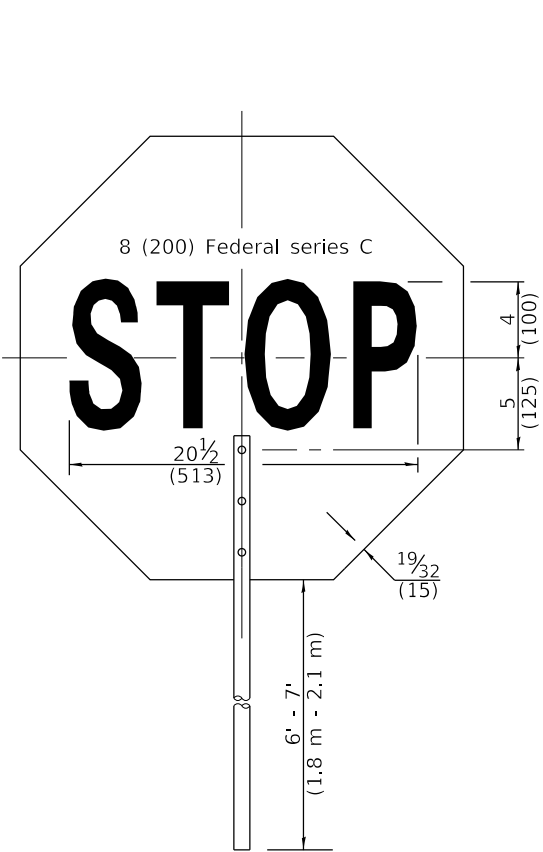
HIGH LEVEL WARNING DEVICE



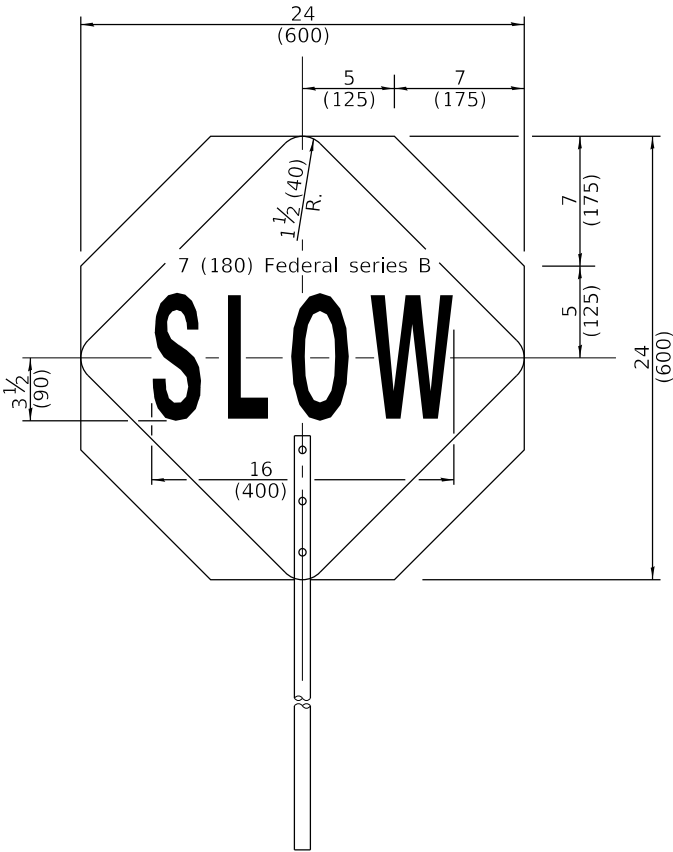
W12-I103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FRONT SIDE



REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN



G20-I104(0)-6036



G20-I105(0)-6024

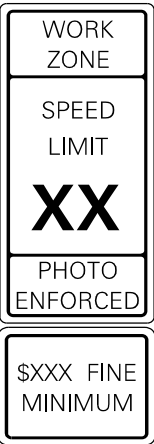
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



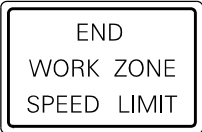
W21-III5(0)-3618

R2-1-3648

R10-I108p-3618 ****

R2-I106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.



G20-I103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

**** R10-I108p shall only be used along roadways under the jurisdiction of the State.

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

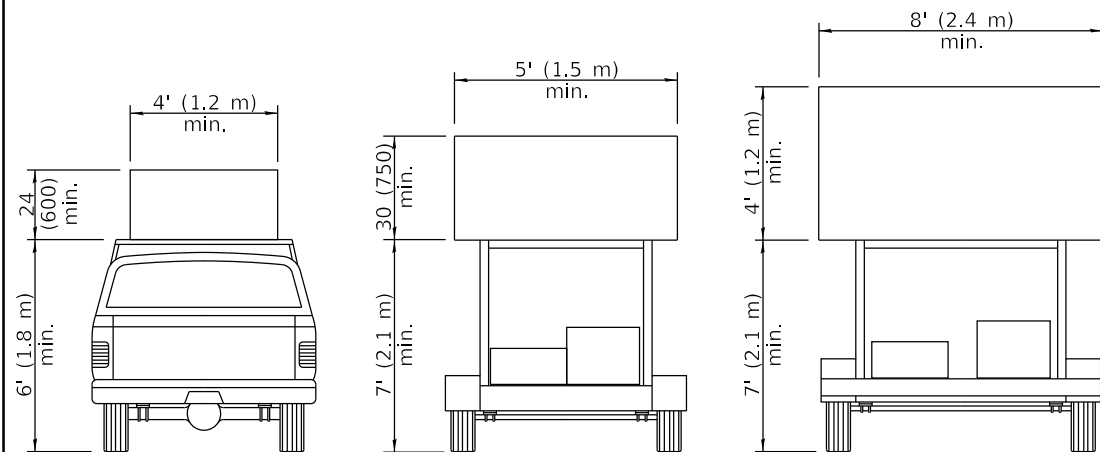
STANDARD 701901-08

Illinois Department of Transportation

APPROVED January 1, 2019
[Signature]
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019
[Signature]
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

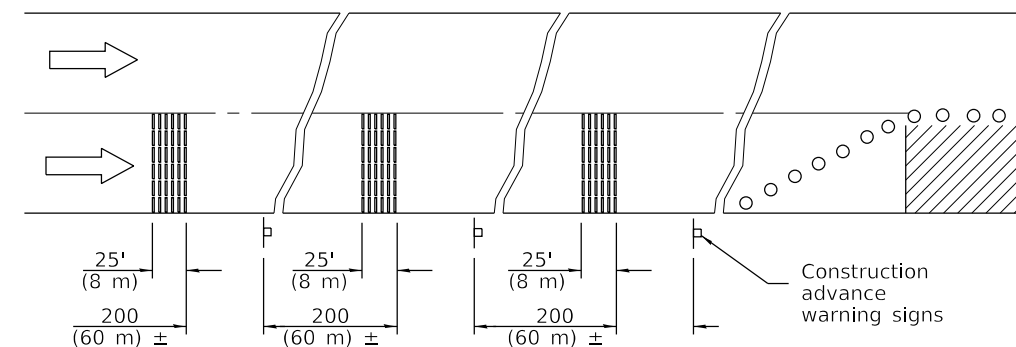
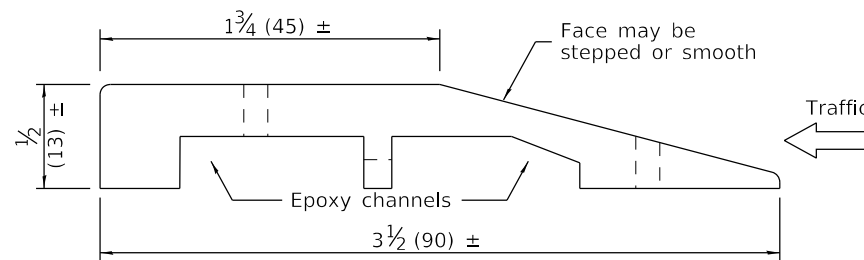
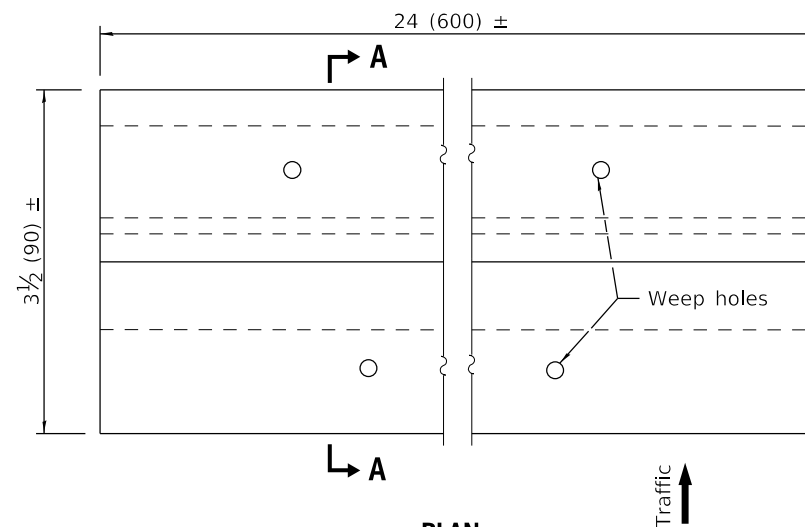


**TYPE A
ROOF
MOUNTED**

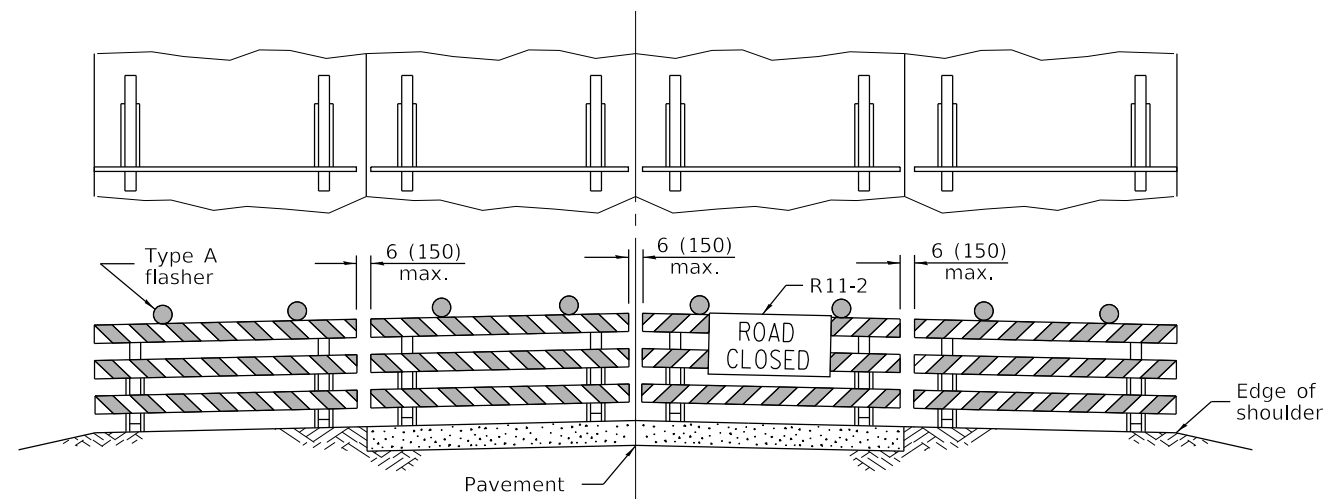
**TYPE B
ROOF OR TRAILER
MOUNTED**

**TYPE C
TRAILER
MOUNTED**

ARROW BOARDS

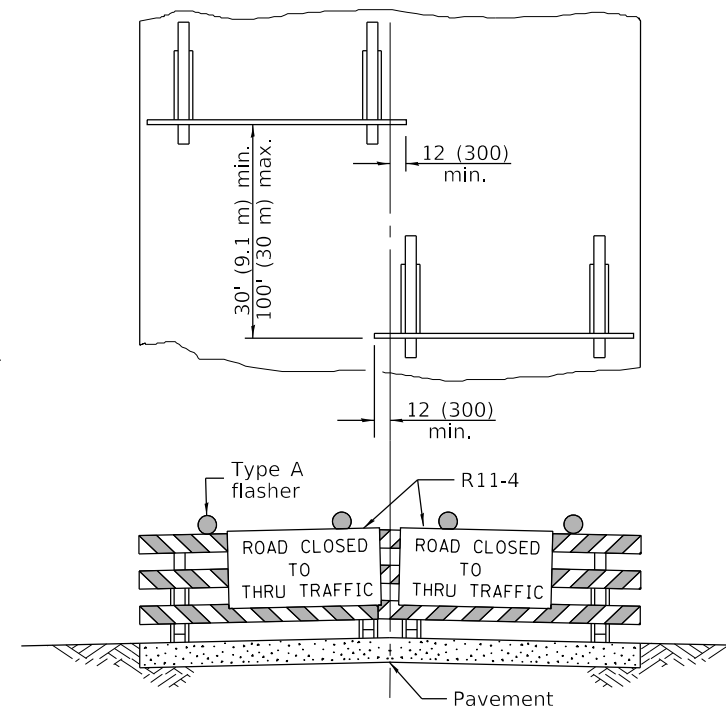


TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



ROAD CLOSED TO THRU TRAFFIC

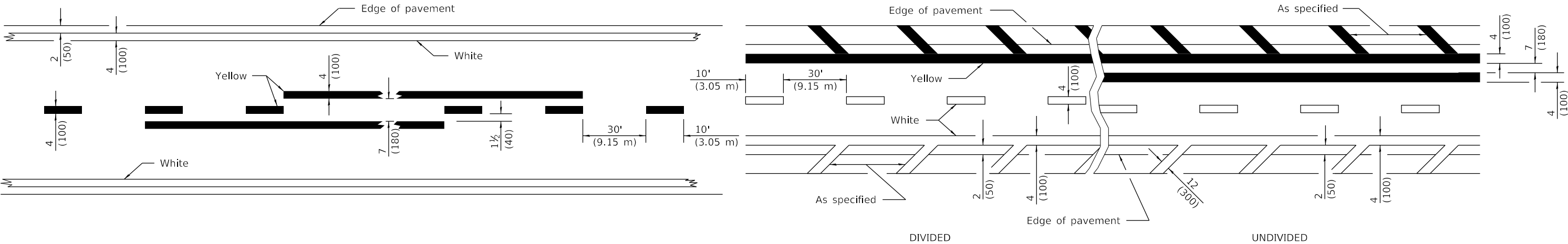
Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

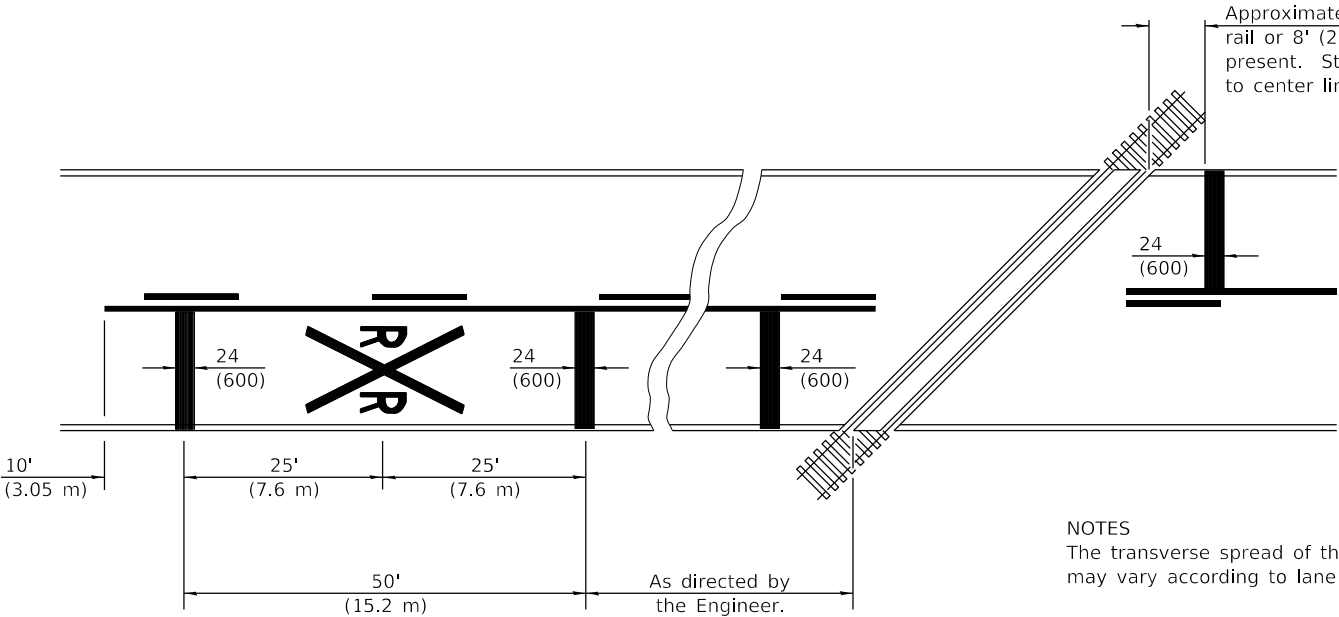
STANDARD 701901-08



2 LANE

MULTI LANE

LANE AND EDGE LINES

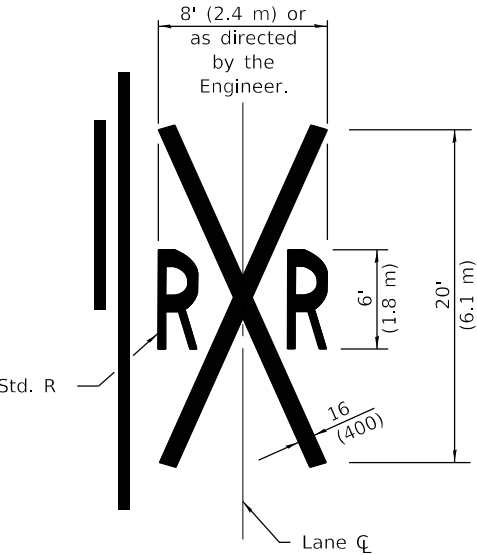


NOTES

The transverse spread of the "X" may vary according to lane width.

On multi-lane roads, the stop lines shall extend across all approach lanes and separate RXR symbols shall be placed adjacent to each other in each lane.

When the pavement marking symbol is used, a portion of the symbol should be located directly adjacent to the Advance Warning Sign (W10-1) as placed by Table 2C-4, Condition B of the MUTCD.



PAVEMENT MARKINGS AT RAILROAD-HIGHWAY GRADE CROSSING

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-15	Added symbols. Revised bike symbol. Revised note for stop line at RR crossing.
1-1-14	Added bike symbol. Renamed 'LANE DROP ARROW' detail to 'LANE-REDUCTION ARROW'.

TYPICAL PAVEMENT MARKINGS

(Sheet 1 of 3)

STANDARD 780001-05



Illinois Department of Transportation

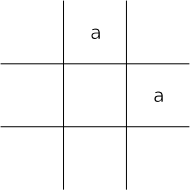
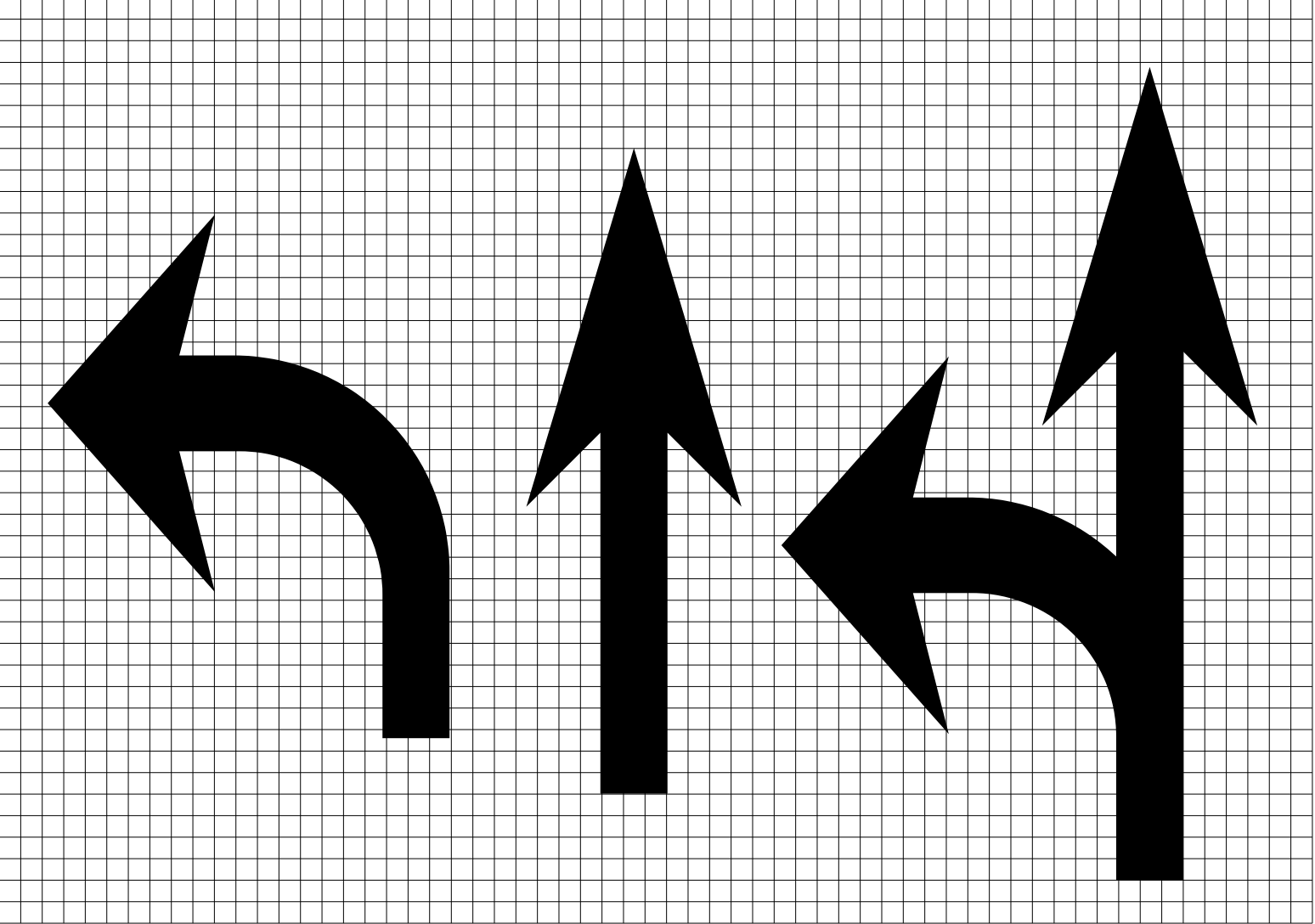
PASSED January 1, 2015

ENGINEER OF OPERATIONS

APPROVED January 1, 2015

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



Legend Height	Arrow Size	a
6' (1.8 m)	Small	2.9 (74)
8' (2.4 m)	Large	3.8 (96)

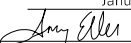
The space between adjacent letters or numerals should be approximately 3 (75) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend.

LETTER AND ARROW GRID SCALE



Illinois Department of Transportation

PASSED January 1, 2015


ENGINEER OF OPERATIONS

APPROVED January 1, 2015

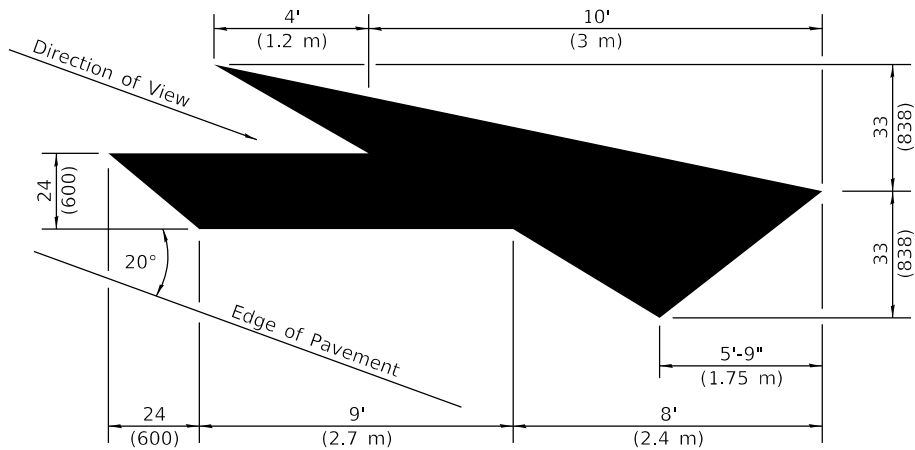

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

TYPICAL PAVEMENT MARKINGS

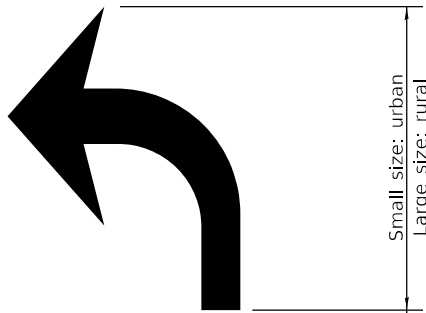
(Sheet 2 of 3)

STANDARD 780001-05



LANE-REDUCTION ARROW

Right lane-reduction arrow shown.
Use mirror image for left lane.

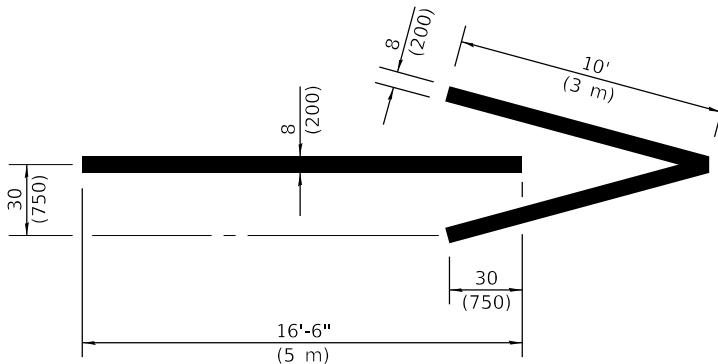


20' (6 m): urban
50' (15 m): rural
(Between arrow
and word or
between words)

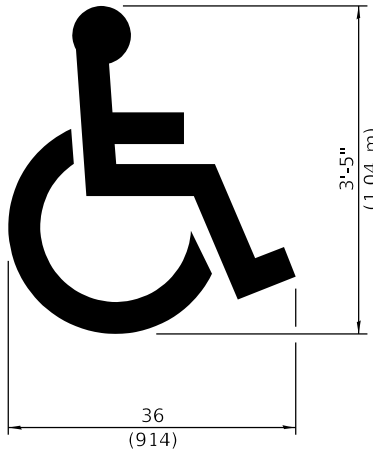
ONLY

6' (1.8 m): urban
8' (2.4 m): rural

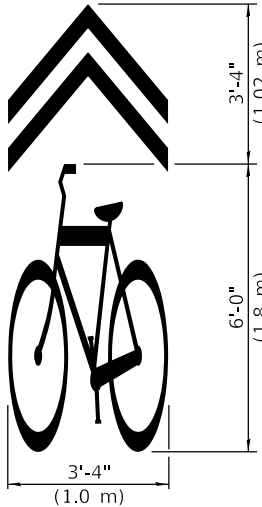
WORD AND ARROW LAYOUT



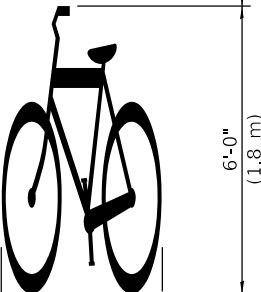
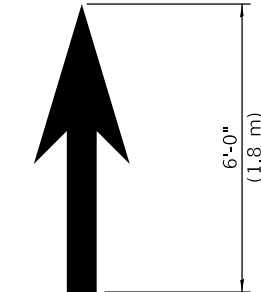
WRONG WAY ARROW



**INTERNATIONAL
SYMBOL OF
ACCESSILITY**



**SHARED LANE
SYMBOL**



BIKE SYMBOL
(Arrow is optional.)

**TYPICAL PAVEMENT
MARKINGS**

(Sheet 3 of 3)

STANDARD 780001-05

	Illinois Department of Transportation
PASSED	January 1, 2015
	ENGINEER OF OPERATIONS
APPROVED	January 1, 2015
	ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



Local Public Agency
Formal Contract Proposal

COVER SHEET

Proposal Submitted By:			
Contractor's Name			
MURPHY CONSTRUCTION SERVICES, LLC			
Contractor's Address		City	State Zip Code
16W273 83 rd ST, STE D		BOULDER	IL 60527

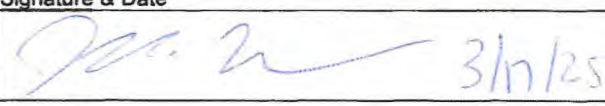
STATE OF ILLINOIS

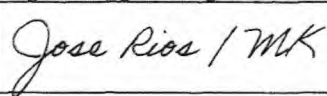
Local Public Agency	County	Section Number
Village of Western Springs	Cook	25-00106-00-RS
Route(s) (Street/Road Name)		Type of Funds
45th Street		MFT & Local

☐ Proposal Only ☐ Proposal and Plans ☒ Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project
Submitted/Approved
Highway Commissioner Signature & Date
Submitted/Approved
County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project
Submitted/Approved/Passed
Signature & Date
 3/17/25
Official Title
Director of Engineering Services/Village Engineer

Department of Transportation
Released for bid based on limited review
Regional Engineer Signature & Date


Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.



Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	25-00106-00-RS	45th Street

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of **WESTERN SPRINGS VILLAGE CLERK**

740 HILLGROVE AVENUE, WESTERN SPRINGS, IL 60558	until 10:00 AM	on 04/08/25
Address	Time	Date

Sealed proposals will be opened and read publicly at the office of **WESTERN SPRINGS VILLAGE CLERK**

740 HILLGROVE AVENUE, WESTERN SPRINGS, IL 60558	at 10:00 AM	on 04/08/25
Address	Time	Date

DESCRIPTION OF WORK

45TH STREET (WOLF ROAD TO GILBERT AVENUE)	2,670 LF, 0.51 mi
Location	Project Length

Proposed Improvement

HMA SURFACE REMOVAL, PAVEMENT PATCHING, SIDEWALK, DRIVEWAY AND CURB AND GUTTER R&R, STRUCTURE ADJUSTMENTS, HMA PAVEMENT INSTALLATION AND PARKWAY RESTORATION.

1. Plans and proposal forms will be available in the office of

ELECTRONICALLY AT www.cbbel.com/bidding-info FOR A NON-REFUNDABLE \$30 FEE - QUESTCDN #9512317

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	25-00106-00-RS	45th Street

PROPOSAL

- Proposal of MURPHY CONSTRUCTION SERVICES LLC
Contractor's Name
16W279 83rd ST, STE D, BELL RIDGE, IL 60527
Contractor's Address
- The plans for the proposed work are those prepared by CHRISTOPHER B. BURKE ENGINEERING, LTD
and approved by the Department of Transportation on _____.
- The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- The undersigned agrees to complete the work within _____ working days or by 06/27/25 unless additional time is granted in accordance with the specifications.
- The successful bidder at the time of execution of the contract will _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: VILLAGE Treasurer of WESTERN SPRINGS.
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	25-00106-00-RS	45th Street

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	25-00106-00-RS	45th Street

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City

State

Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City

State

Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name

MURPHY CONSTRUCTION SERVICES, LLC

Signature & Date

Ken G... - 4/7/25

Title

VICE PRESIDENT

Business Address

16W273 83rd ST, STE. D

City

State

Zip Code

BOUL RIDGE

IL

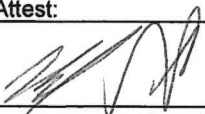
60527

Insert Names of Officers

President

MIKE MURPHY

Attest:



Secretary

Secretary

NOBIA CHAVEZ

Treasurer



Schedule of Prices



Contractor's Name

MURPHY CONSTRUCTION SERVICES, LLC

Contractor's Address

16W273 85th ST, SUITE D

City

BORL RIDGE

State

IL

Zip Code

60527

Local Public Agency

Village of Western Springs

County

Cook

Section Number

25-00106-00-RS

Route(s) (Street/Road Name)

45th Street (Wolf Road to Gilbert Avenue)

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
*1	TREE ROOT PRUNING	EACH	7	200	*1,400
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	72	38	*2,736
*3	POROUS GRANULAR EMBANKMENT	CU YD	72	50	*3,600
*4	INLET FILTERS	EACH	24	160	*3,840
*5	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	81	46	*3,726
6	BITUMINOUS MATERIALS (TACK COAT)	POUND	5047	.001	*5.47
7	LONGITUDINAL JOINT SEALANT	FOOT	2670	4.70	*12,549
8	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	144	6.00	*864
9	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	329	140.80	*46,323.20
10	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	658	101.00	*66,458
*11	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7"	SQ YD	59	98.55	*5,814.45
*12	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	4230	9.10	*38,493
13	DETECTABLE WARNINGS	SQ FT	260	27	*7,020
14	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	7120	3.16	*22,499.20
15	DRIVEWAY PAVEMENT REMOVAL	SQ YD	112	12	*1,344
16	SIDEWALK REMOVAL	SQ FT	4230	1.85	*7,825.50
*17	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	712	40.45	*28,800.40
*18	CLASS D PATCHES, 2 INCH (SPECIAL) - SKIP PATCHING (SPRING 2025 COMPLETION)	SQ YD	2400	24.88	*59,700

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Western Springs	Cook	25-00106-25-RS	45 th Street

Item Number	Items	Unit	Quantity	Unit Price	Total
*19	CLASS D PATCHES, 2 INCH (SPECIAL) - SKIP PATCHING (FALL 2025 COMPLETION)	SQ YD	1250	*29.50	*36,875
*20	CLASS D PATCHES, 8 INCH (SPECIAL) - SKIP PATCHING (SPRING 2025 COMPLETION)	SQ YD	315	72	*22,680
*21	CLASS D PATCHES, 8 INCH (SPECIAL) - SKIP PATCHING (FALL 2025 COMPLETION)	SQ YD	215	72	*15,480
*22	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	5	270	*1,350
*23	FRAMES AND GRATES, TYPE 3	EACH	13	705	*9,165
*24	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	10	540	*5,400
25	CONCRETE CURB, TYPE B	FOOT	140	29	*4,060
*26	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	5,400	*5,400
*27	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	1,500	*1,500
28	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	400	13.30	*5,320
29	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	105	26.50	*2,782.50
*30	SANITARY MANHOLES TO BE ADJUSTED	EACH	6	2,000	*12,000
*31	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	5	*1,775	*8,875
*32	CONSTRUCTION LAYOUT	L SUM	1	7,500	*7,500
*33	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	18	600	*10,800
*34	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	3,200	*3,200
*35	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	790	49	*38,710
*36	HMA DRIVEWAY PAVEMENT, 3"	SQ YD	53	36	*1,908
*37	LAWN AND PARKWAY RESTORATION, SPECIAL - SODDING	SQ YD	413	16.50	*6,814.50
Bidders Proposal =					*512,818.22

1. * Indicates Special Provision
2. Each pay item should have a unit price and a total price.
3. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
4. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
5. A bid may be declared unacceptable if neither a unit price or total price is shown.



**Illinois Department
of Transportation**

**Local Public Agency
Proposal Bid Bond**

Local Public Agency	County	Section Number
Village of Western Springs	Cook	25-00106-00-RS

WE, Murphy Construction Services, LLC as PRINCIPAL, and
U.S. Specialty Insurance Company as SURETY, are held jointly,
severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 10% of the total bid
price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this
instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written
proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section
and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful
performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road
and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in
full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any
requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to
recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their
respective officers this 24th of April, 2025
Day Month and Year

Principal

Company Name

Signature & Date
By:

Title

Company Name
Murphy Construction Services, LLC

Signature & Date
By: Kenn Stee - 4/24/25

Title
VICE PRESIDENT

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be
affixed.)

Surety

Name of Surety
U.S. Specialty Insurance Company

Signature of Attorney-in-Fact Signature & Date
By: Melissa Heffernan

Melissa Heffernan, Attorney-in-Fact

STATE OF Illinois
COUNTY OF Cook

I M. Labno, a Notary Public in and for said county do hereby certify that

KEVIN CARPENTER

Melissa Heffernan

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of
PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said
instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of April, 2025
Day Month and Year

(SEAL, if required by the LPA)

Notary Public Signature & Date

Date commission expires August 18, 2027



Village of Western Springs

County	Cook
--------	------

Section Number
25-00106-00-RS

☐ Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

Electronic Bid Bond ID Code

[illegible]

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TOKIOMARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Melissa Heffernan

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: Bid Bond Amount of Bond: See Bond Form
Principal: Murphy Construction Services, LLC
Obligee: Village of Western Springs

This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April, 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles SS:



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of April, 2022 before me, Sonia O. Carrejo, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24th day of April, 2025.

Corporate Seals



[Signature]
Kio Lo, Assistant Secretary



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	N/A	N/A	N/A	N/A		
Contract With	SHAWMUT	WESTERN SPRING	ALSIIP SCHOOL DISTRICT	PEPPER		
Estimated Completion Date	SUMMER 2025	SUMMER 2025	SUMMER 2025	SUMMER 2025		
Total Contract Price	\$1,670,221	\$110,000	\$625,000	\$98,000		\$2,503,221
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,129,342	\$110,000	\$625,000	\$98,000		\$1,962,342
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$258,100		\$101,799			
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving	\$372,300		\$133,018	\$98,000		
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces	\$87,950					
Highway, R.R., Waterway Struc.						
Drainage			\$5,400			
Electrical			\$88,377			
Cover and Seal Coats						
Concrete Construction	\$470,200	\$110,000				
Landscaping			\$45,200			
Fencing			\$29,100			
Guardrail						
Painting			\$1,400			
Signing	\$10,000		\$1,400			
Cold Milling, Planning, Rotomilling			\$24,437			
Demolition						
Pavement Markings (Paint)	\$3,300					
Other Construction (List)	\$88,371		\$120,404			
Totals	\$1284,220	\$110,000	\$625,000	\$98,000		

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work	BRICK PAVED				
Subcontract Price	\$327,000				
Amount Uncompleted	\$327,000				
Subcontractor					
Type of Work	RAILING				
Subcontract Price	\$57,000				
Amount Uncompleted	\$57,000				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$384,000				

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

KEVIN CARPENTER

Title

VICE PRESIDENT

Signature

Kevin Carpenter

Date

4/7/25

Company

MURPHY CONSTRUCTION SERVICES, LLC

Address

16W273 83rd St, Ste. D

City

Burr Ridge

State

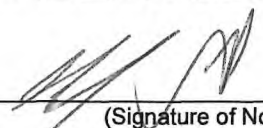
IL

Zip Code

60527

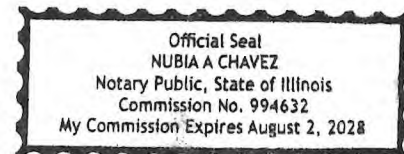
Subscribed and sworn to before me

this 7 day of APRIL, 2025



(Signature of Notary Public)

My commission expires 8/2/2028



(Notary Seal)

☐ Add pages for additional contracts



Local Public Agency	County	Street Name/Road Name	Section Number
VILLAGE OF WESTERN SPRINGS	Cook	45th Street	25-00106-00-RS

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

OPERATORS - LOCAL 150
LABORERS - LOCAL 1
CEMENT MASONS

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature & Date
KEVAN CARPENTER	<i>Kevan Carpenter</i> - 4/7/25
Title	
VICE PRESIDENT	
Address	City State Zip Code
16W 273 85 th ST, STE. D	BURR RIDGE IL 60527



Local Public Agency	County	Street Name/Road Name	Section Number
VILLAGE OF WESTERN SPRINGS	Cook	45th Street	25-00106-00-RS

I, KEVAN CARPENTER of Burr Ridge, IL,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the VICE PRESIDENT of MURPHY CONSTRUCTION SERVICES, LLC
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, MCS, LLC, will maintain a business office in the
Bidder
 State of Illinois, which will be located in DuPAGE County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

Kevan Carpenter - 4/7/25

Print Name of Affiant

KEVAN CARPENTER

Notary Public

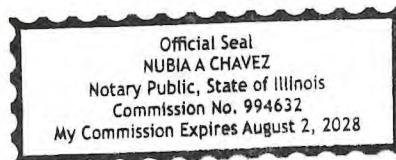
State of IL

County DuPAGE

Signed (or subscribed or attested) before me on April 7 by
(date)

KEVAN CARPENTER, authorized agent(s) of
(name/s of person/s)

MURPHY CONSTRUCTION SERVICES, LLC
Bidder



(SEAL)

Notary Public Signature & Date

[Signature]

My commission expires 8/2/2028

SEXUAL HARASSMENT CERTIFICATE

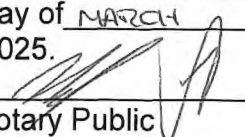
MURPHY CONSTRUCTION SERVICES, LLC hereinafter referred to as "Contractor" having submitted a bid/proposal for the 2025 MFT RESURFACING PROJECT to the Village of Western Springs, Cook County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

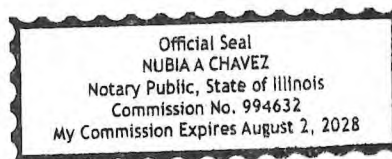
1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: 
Authorized Agent of Contractor

Subscribed and sworn to
before me this 7
day of MARCH,
2025.


Notary Public





Illinois Department of Transportation

Certificate of Eligibility

Contractor No 835C

Murphy Construction Services, LLC
16W273 83rd St., Suite D BURR RIDGE, IL 60527

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$1,500,000.00

001	EARTHWORK	\$1,500,000
005	HMA PAVING	\$1,500,000 B
012	DRAINAGE	\$925,000
017	CONCRETE CONSTRUCTION	\$1,500,000
026	SIGNING	\$275,000
032	COLD MILL, PLAN. & ROTOMILL	\$1,500,000
15A	COVER & SEAL COATS (A)	\$1,500,000
27A	PAVT. MARKING (PAINT)	\$1,150,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/18/2024 TO 4/30/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/18/2024.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency


Engineer of Construction



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 9.G.

To: Board of Trustees

From:

CC:

RE: Touch-A-Truck (Report Only)

Recommendation

Summary

Financial Impact

Recommended Motion

Strategic Plan Alignment

File Attachments

1. 2025 Touch a Truck Flyer

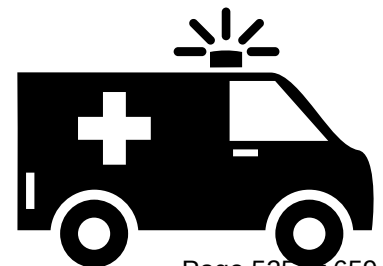
DUMP EVERYTHING FOR TOUCH - A - TRUCK



Roll up to the Tower Green and experience the thrill of sitting in big trucks! Children can touch their favorite vehicles, get behind the wheel, and meet the people who help build, protect, and serve our wonderful community.

Thanks to all participating agencies, including the Village of Willow Springs and the City of Darien.

Questions? Please call Diana at 708-246-1800 x204 or email at dpuga@wsprings.com





AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 9.H.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

RE: Water Systems Update (Report Only)

Recommendation

Report only.

Summary

Phase II Lead Replacement Surveys

On May 1st, the engineers from HR Green will begin the surveys for 47 properties that have been selected for the Phase II Lead Service Line Replacement Program. This is expected to take a couple of weeks to complete. After completion of the drawings, our Village arborist will determine the best location for the new shut-off in regard to tree preservation. An appointment will be made with the owner of the homes receiving new copper service to document the existing lead service line location, the sanitary stack, and any other pertinent information related to the property and needed for the replacement.

2025-2026 Lead Service Line Replacements

1	3910	Gilbert Avenue
2	3918	Gilbert Avenue
3	3930	Gilbert Avenue
4	4022	Gilbert Avenue
5	4056	Gilbert Avenue
6	4120	Gilbert Avenue
7	4124	Gilbert Avenue
8	4420	Gilbert Avenue
9	4442	Gilbert Avenue
10	4528	Gilbert Avenue
11	4614	Gilbert Avenue
12	4057	Rose Avenue
13	4061	Rose Avenue
14	4147	Rose Avenue
15	4208	Rose Avenue

16	4131	Rose Avenue
17	4212	Rose Avenue
18	4225	Rose Avenue
19	4239	Rose Avenue
20	3901	Garden Avenue
21	3903	Garden Avenue
22	3909	Garden Avenue
23	4060	Garden Avenue
24	4081	Garden Avenue
25	4084	Garden Avenue
26	4151	Garden Avenue
27	4200	Garden Avenue
28	4217	Garden Avenue
29	4224	Garden Avenue
30	4225	Garden Avenue
31	4228	Garden Avenue
32	4229	Garden Avenue
33	4056	Western Avenue
34	4060	Western Avenue
35	4064	Western Avenue
36	4068	Western Avenue
37	4081	Western Avenue
38	4151	Western Avenue
39	4201	Western Avenue
40	4217	Western Avenue
41	4322	Western Avenue
42	1117	Ogden Avenue
43	1127	Ogden Avenue
44	1337	Ogden Avenue
45	1349	Ogden Avenue
46	415	Sunset Terrace
47	1426	Sunset Terrace

Water Treatment Plant Assessment

On the week of May 12th, Carollo Engineering will be arriving at the water treatment plant to begin the evaluation, inventory, and recommendations associated with the end of service life for all current water plant equipment over \$10,000.00. Recommendations will be provided for the pretreatment process with iron removal from the Amiad system. An autopsy will also be

performed on a membrane from the Reverse Osmosis skid to determine and pinpoint the exact cause of performance issues, including scaling, fouling, or chemical/physical damage. This will hopefully aid in optimizing system operating conditions and reducing operating costs.

Hydrant Flushing

Hydrant Flushing is expected to be completed on Wednesday, May 7, 2025.

Financial Impact

Recommended Motion

Report only.

Strategic Plan Alignment

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 10.A.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

RE: Agreement with Tria-Architecture for the Space Needs Analysis of the Public Works Facility and Municipal Services and Engineering Departments

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on May 6, 2025, and recommended the approval of a contract with Tria-Architecture from Burr Ridge, Illinois for the 2025 Space Needs Analysis project for an amount not to exceed \$17,500.

Summary

On February 20, Village staff issued a Request for Proposals (RFP) for a Space Needs Analysis of the Public Works facility and the Municipal Services/Engineering Departments work area located in Village Hall.

The purpose of this analysis is to assess the current use of the spaces, determine future space and use for the Village and the departmental operations. Municipal Services and Engineering Department staff are currently housed in three separate facilities: Village Hall, Public Works, and the Water Treatment Plant.

The scope of work and deliverables for this project are as follows:

1. Facility Walk-throughs and Staff Meetings
2. Documentation of Existing Conditions
3. Space Needs and Adjacency Analysis
4. Public Works Facility Conceptual Floor Plans – staff is requesting two plans, one that leaves the building as is and re-configures the existing layout; the second would include an addition/build out of the building.
5. Final Analysis Report

Pending the results of the final analysis report, staff anticipate this will be a multiphase, multi-year project. The first phase being a Space Needs Analysis.

On March 24, Village staff received a total of eight (8) proposals to review. Proposals were received from the following firms:

1. Tria-Architecture
2. 845 Design Group
3. Studio GC
4. Williams Architects
5. Kluber Architects & Engineers
6. Valdes Architecture & Engineering
7. FGM Architects
8. Cordogan Clark Lesko

After receiving the proposals, staff from the Municipal Services Department and Village Manager's Office reviewed each proposal and scored the proposals based on the following criteria:

1. Consultant Qualifications
2. Relevant Examples Provided
3. Project Understanding and Work Plan
4. Schedule of Work
5. Proposal Price

Because this was a Request for Proposals (RFP), the firms were not selected or judged based on the proposal pricing; however, it was a consideration in the scoring process. Staff is recommending Tria-Architecture from Burr Ridge, Illinois for this project. Tria-Architecture provided a full summary of completed similar projects with neighboring communities, including Westchester and Burr Ridge and their current workload. The firm demonstrated a comprehensive understanding of the project and had impressive staff qualifications. Tria-Architecture's proposal pricing was \$17,500 and was the lowest cost proposal received.

Financial Impact

The Village budgeted \$37,000 for this project in the 2025 budget.

Account	4104310 50320
Fund	Capital - General Architecture
2025 Budget	\$37,000
Project Cost	\$17,500

Recommended Motion

I move to approve a contract with Tria-Architecture from Burr Ridge, Illinois for the 2025 Space Needs Analysis project for an amount not to exceed \$17,500.00.

Strategic Plan Alignment

File Attachments

1. TRIA Architecture 2025 Space Needs Analysis Response

TAILORED SERVICES
CREATIVE SOLUTIONS
PERSONAL ATTENTION



VILLAGE OF WESTERN SPRINGS

2025
SPACE NEEDS
ANALYSIS RFP



MARCH 24, 2025

PREPARED BY:
RONALD E. MCGRATH
AIA, LEED AP

WWW.TRIARCHITECTURE.COM





OUR FIRM



TWO OFFICE LOCATIONS

BURR RIDGE, IL
CHESTERTON, IN



OVER TWENTY YEARS IN BUSINESS

TRIA HAS BEEN PROUDLY SERVING OUR CLIENTS SINCE 2004



\$1.2B

OVER \$1,200,000,000
IN CONSTRUCTION PROJECTS



OVER 87 YEARS EXPERIENCE

TRIA'S THREE PARTNERS COLLECTIVELY HAVE OVER 87 YEARS OF EXPERIENCE IN THE PUBLIC MARKET



OUR STAFF

30

TEAM MEMBERS



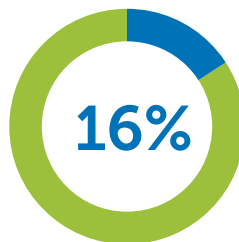
22 ARCHITECTURAL STAFF

5 INTERIOR DESIGNERS

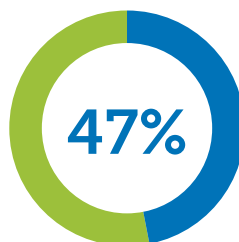
1 GRAPHIC DESIGNER

2 ADMIN STAFF

TRIA IS AN
EQUAL OPPORTUNITY
EMPLOYER



MINORITY STAFF MEMBERS



FEMALE STAFF MEMBERS



OUR PHILOSOPHY



TAILORED SERVICES

AS A MID-SIZED FIRM, WE ARE AWARDED THE FLEXIBILITY TO ADDRESS NOT ONLY THE DIVERSE NEEDS OF BOTH LARGE AND SMALL PROJECTS BUT ARE SIZED TO DO BOTH WELL



CREATIVE SOLUTIONS

IT IS OUR GOAL TO UNDERSTAND YOUR PROBLEMS AND FACILITATE SOLUTIONS. THE CORNERSTONE OF OUR DESIGN PHILOSOPHY CONSISTS OF A COLLABORATIVE EFFORT PUT FORTH BY OUR TEAM AND YOUR KEY STAKEHOLDERS.



PERSONAL ATTENTION

THE MAJORITY OF OUR FIRM'S WORK COMES FROM REPEAT BUSINESS AND CLIENT REFERRALS. WE BELIEVE THIS DEMONSTRATES OUR LEVEL OF SERVICE AND ABILITY TO FOSTER MEANINGFUL, PROFESSIONAL RELATIONSHIPS.

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.



March 24, 2025

The Office of Village Clerk
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois, 60558

Re: Statement of Interest & Qualifications for Architectural Services for: The Village of Western Springs: 2025 Space Needs Analysis RFP

Members of the Selection Committee:

With great enthusiasm as a resident, I submit TRIA Architecture's team qualifications for this exciting opportunity to work with the Village of Western Springs. Apart from our Burr Ridge office being 10 minutes away... I am a resident of Western Springs, and the Old Town Neighborhood, and can be at the Public Works Facility within 2 minutes! I am one of the Principals of TRIA Architecture, and more importantly in your case, I am the Director of Governmental Design. I lead the Office's Public Works efforts and I will be your main contact through your entire project. As one of your local architectural firms serving municipal clients, we are well versed in assisting you with all of your needs from space needs assessments, facility assessments, renovations, to new facilities. With over 20+ years of experience with space needs assessments, we are ready to assist you with your project!

At TRIA Architecture, we believe that the foundation of great design lies in understanding and prioritizing the unique needs of our clients. Our approach is centered around collaboration, ensuring that your vision is at the heart of every project. From the initial concept to the final details, we listen closely, engage thoughtfully, and adapt to meet your specific goals. Whether you're looking for innovative solutions, sustainable designs, or seamless integration of your brand identity, we're dedicated to providing exceptional, tailored architectural services that serve your needs and exceed your expectations. Nothing attests to the value of an architectural firm more than the word of our existing clients.... our biggest selling point is our references; so please feel free to reach out to them all and ask us if you would like any additional ones to call.

We're more than just architects; we're a partner you can count on. Always a call away, we are ready and available to be there when you need us most, offering support and guidance at every stage of the process. Your success is our success, and we're here to bring your vision to life with creativity, expertise, and a client-first mindset.

We are committed to delivering actionable recommendations that align with the Village's goals of improving operational efficiency and planning for future needs. Our approach will ensure that the Public Works' space is optimized to meet its current demands and future growth. We look forward to the opportunity to grow our partnership with you on this project and help shape the future of the department's operations.

If you are still asking "Why TRIA?", I can tell you we separate ourselves from the competitors because we believe in building strong personal relationships with our clients and their communities through three pivotal value points: Tailored Services, Creative Solutions, and Personal Attention.

Tailored Services. While always placing an emphasis on service, we know that no two Client needs are the same, and although projects may be similar in scope, every project is unique. Apart from the normal project work, we will also provide assistance to your staff by facilitating in-house projects through code reviews, quick design sketches, and contractor back-ground checks.

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

Creative Solutions. As your Architect, we will become your advisor, your construction cohort, and, above all else, your creative solution provider. The cornerstone of our design philosophy consists of a collaborative effort put forth by our team and the Client's key stakeholders. We are here to support and accommodate you with creative solutions that facilitate your needs and stay well within your budget.

Personal Attention. Of our three pivotal value points, we believe our personal attention to the client is truly the core value from which the other values are influenced. With a majority of our firm's work coming from repeat business and client referrals, we believe our level of service and ability to foster meaningful, professional relationships is clearly demonstrated in our history of work. Our team is there from the beginning until the end, from the first nut to the last bolt, wearing the dust proudly along the way as we meet each milestone.

We have reviewed the RFQ and acknowledge the receipt of Addendums 1, 2 and 3. On behalf of TRIA Architecture, we greatly appreciate the time taken to review our qualifications as we would very much like to grow our relationship with the Village of Western Springs and for me to give back to the community I live in .

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron McGrath', with a long horizontal flourish extending to the right.

TRIA ARCHITECTURE
Ronald E. McGrath, AIA, LEED AP
Project Principal



Section One:

FIRM INFORMATION

- 1.1: Firm Information
- 1.2: Firm Services
- 1.3: Firm Insurance
- 1.4: Completed Projects
- 1.5: Current/Projected Firm Workload

Section Two:

HIGHLIGHTED PROJECTS

Section Three:

KEY PERSONNEL & EXPERIENCE

- 3.1: Project Team
- 3.2: Project Team Organization
- 3.3: Project Team Resumes
- 3.4: Sub-Consultants

Section Four:

PROJECT APPROACH

- 4.1: Space Needs Analysis & Master Planning
- 4.2: Cost Estimating
- 4.3: Investigating & Qualifying Bidders
- 4.4: Sustainability Initiative
- 4.5: Inception to Owner Acceptance

Section Five:

CLIENT REFERENCES

Section Six:

CONTRACTS & FEES

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Section One:

FIRM INFORMATION



1.1: Firm Information



Primary Contact:

Ronald E. McGrath, AIA, LEED AP
Principal Architect
P. 630.455.4500
F. 630.455.4040
E. rmcgrath@TRIA-Arch.com
W. www.TRIAArchitecture.com

Principals & Staff:

TRIA Architecture was formed and is managed by three Principal Architects:

James A. Petrakos, AIA, LEED AP
Thomas R. Szurgot, AIA, LEED AP
Ronald E. McGrath, AIA, LEED AP

TRIA Architecture has a staff of thirty, consisting of twenty two architects, five interior designers, one graphic designer, and two administrative staff member. We also have strong relationships with consultants in all disciplines, giving us the ability to tailor the most qualified team for each project.

Number of Years in Business:

TRIA Architecture has been proudly serving our clients for twenty plus years under the same name (our organization has not been known by any other name).

Type of Organization:

TRIA Architecture is an S-Type Corporation.

Number of Offices:

TRIA Architecture has two offices. Your projects will be managed by our Burr Ridge Office.

Illinois Office (Headquarters)

901 McClintock Drive
Suite 100
Burr Ridge, IL 60527

Northwest Indiana Office

436 Sand Creek Drive N
Suite 105
Chesterton, IN 46304

Professional Affiliations:

*American Institute of
Architects - Chicago,
Northeastern Illinois
Chapters*

*National Council of
Architectural Registration
Boards (NCARB)*

*American Public Works
Association (APWA)*

*U.S. Green Building Council
(USGBC)*

*Leadership in Energy and
Environmental Design (LEED)*

*Roofing Consultants
Institute (RCI)*

*Illinois City County
Management Association
(ILCMA)*

*Will County Governmental
League (WCGL)*

*Illinois Association of Park
Districts (IAPD)*

*Illinois Association of
Municipal Management
Assistants (IAMMA)*

1.2: Firm Services



Village of New Lenox - Public Works Facility

TRIA Architecture has the capability to take any of your projects from inception to completion. Our listed scope of services is merely a glimpse into what our firm has to offer in regards to technical skills. With our capabilities and the capabilities of our potential consultants, we are more than certain that we can assist with any project, including:



Planning



Renovations



Additions



New Construction



New Lombard Public Works Project

Planning:

- Master Planning
- Feasibility Studies
- Existing Facility Analyses
- Life-Cycle Analyses
- Facility Space Planning
- ADA Compliance Studies
- Site Selection Analyses
- Grant Writing Assistance
- Referendum Planning

Architectural Design:

- Project Design
- Sustainable Design
- Project Renderings
- Interactive 3D Modeling
- Project Management
- Cost Estimating
- Construction Documentation
- Bidding & Negotiation
- Construction Observation
- Close-Out Services

Interior Architecture:

- Interior Design
- Space Planning
- Evaluation of Existing Furniture
- Selection of Furniture and Equipment
- Selection of Interior Finishes
- Way Finding Signage
- Organizational Studies
- Project Phasing Analysis
- Graphic Design / Branding Services

SECTION ONE: FIRM INFORMATION

1.3: Firm Insurance

Client#: 852496

TRIAARCH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

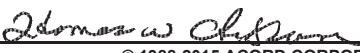
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: AECertificates@usi.com															
INSURED Tria Architecture, Inc. 901 McClintock Dr Ste 100 Burr Ridge, IL 60527		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Trumbull Insurance Company	27120	INSURER C : Hartford Fire Insurance Company	19682	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		83SBAUN0956	07/21/2024	07/21/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PO/AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		83SBAUN0956	07/21/2024	07/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000 ☐ CLAIMS-MADE		83SBAUN0956	07/21/2024	07/21/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	83WEGTF0979	07/21/2024	07/21/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liability		83OH043290924	03/27/2024	03/27/2025	\$2,000,000 each claim / \$2,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability is written on a 'claims made' policy form.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER Tria Architecture, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
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SHPZR

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

1.4: Completed Firm Workload

 Planning
  Renovations
  Additions
  New Construction



Village of New Lenox

1 Veterans Parkway - New Lenox, Illinois 60451
Mr. Kurt Carroll, Village Manager - 815.462.6415

Project	Description	Details
 New Metra Train Station 	Design and construction of an APWA award winning new train station	Size: 2,300 s.f. Construction Cost: \$8,200,000 Status: Completed Spring 2022
 New Public Works Facility	Design and construction of a new public works facility to house main offices, division shops, fleet maintenance, lockers, storage mezzanine, cafeteria and vehicle storage.	Size: 85,000 s.f. Construction Cost: \$8,400,000 Status: Completed Fall 2013
 Public Works Facility - Space Needs Analysis	Space Needs Analysis to analyze the current and future needs of the Public Works Facility	Size: N/A Construction Cost: N/A Status: Completed Fall 2010

Village of Shorewood

One Towne Center Boulevard - Shorewood, Illinois 60404
Mr. Aaron Kilma, Village Manager - 815.725.1460

Project	Description	Details
 New Public Works Building 	Design and construction of a new public works facility to house main offices, division shops, fleet maintenance, lockers, storage mezzanine, cafeteria and storage for all of the Village's vehicles.	Size: 71,314 s.f. Construction Cost: \$13,244,000 Status: Completed October 2022
 Public Works Facility - Space Needs Analysis	Space Needs Analysis to analyze the current and future needs of Public Works department.	Size: N/A Construction Cost: N/A Status: Completed Summer 2018
 New Recreation Center - Space Needs Analysis	Space Needs Analysis to analyze the current and future needs for a new Recreation Center Facility.	Size: N/A Construction Cost: N/A Status: Completed Summer 2018
 Police Department - Space Needs Analysis Assessment	Space Needs Analysis to analyze the current and future needs for future growth of the Department.	Size: N/A Construction Cost: N/A Status: Completed Summer 2018
 River Oaks Park	Reconstruction of the park to upgrade equipment and park layout	Size: N/A Construction Cost: \$200,000 Status: Completed Summer 2024

Village of Lombard

1135 North Garfield Street - Lombard, Illinois 60148
Mr. Carl Goldsmith, Operations Superintendent - 630.620.5740

Project	Description	Details
 Public Works Maintenance Garage Addition	Design and construction of a 3 bay addition to the Public Works vehicle maintenance garage including covered storage and interior storage spaces.	Size: 8,250 s.f. Construction Cost: \$5,900,000 Status: Completed Spring 2024

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.



New Salt Operations Center

Design and construction of a brand new Salt Operations Center.

Size: 2,450 s.f.
Construction Cost: \$475,000
Status: Completed Summer 2014

City of Countryside

803 Joliet Road - Countryside, Illinois 60525
 Ms. Gail Paul, City Administrator - 708.485.2462

Project	Description	Details
 Public Works Facility - Space Needs Analysis	Space Needs Analysis to analyze the current and future needs of Public Works department.	Size: N/A Construction Cost: N/A Status: Completed Summer 2023

City of Palos Hills

10335 South Roberts Road - Palos Hills 60465
 Mayor Jerry Bennett - 708.598.3400

Project	Description	Details
 New Public Works Facility	The new two-story Public Works building features storage for 33 vehicles, one (1) wash bay, three (3) maintenance bays, a brine facility, locker room facilities and administrative offices	Size: N/A Construction Cost: 7,000,000 Status: Completed Fall 2020

Village of Burr Ridge

803 Joliet Road - Countryside, Illinois 60525
 Mr. David Preissig, Director of Public Works - 630.654.8181

Project	Description	Details
 Public Works Facility - Space Needs Analysis	Space Needs Analysis to analyze the current and future needs of Public Works department.	Size: N/A Construction Cost: N/A Status: Completed Summer 2024

River Valley Metro Mass Transit District

1000 Civic Center Drive - Niles, Illinois 60714
 Mr. Tom Powers, Village Engineer - 847.588.7900

Project	Description	Details
 New Bus Maintenance Garage	Design and construction of a new bus maintenance garage and renovations to the existing maintenance garage to add an undercarriage wash system and additional trench drains to the wash bay and to convert one maintenance bay into parts storage.	Size: 14,150 s.f. Construction Cost: \$8,660,000 Status: In Construction
 Manteno Bus Transfer Station	Design and construction of new bus transfer station.	Size: 29,750 s.f. Construction Cost: \$350,000 Status: Completed Summer 2013
 Bradley Bus Transfer Station	Schematic design for a new 'park & bus' transfer station.	Size: 35,000 s.f. Construction Cost: \$1,600,000 Status: Designs Completed
 Kankakee Metro Centre	This new bus transfer station, set in downtown, Illinois, is designed to become a focal point of the community.	Size: N/A Construction Cost: \$1,600,000 Status: Designs Completed
 Kankakee Bus Transfer Station	This site will be transformed from a vacant site to a modern complex. A tensile fabricstructure with color changing lighting will be the main focus of the site.	Size: 15,000 s.f. Construction Cost: \$6,000,000 Status: Designs Completed

City of Lockport

222 East Ninth Street - Lockport, Illinois 60441
Mr. Ben Benson, City Manager - 815.838.0549

Project	Description	Details
 Public Works Facility - Space Needs Analysis	Space Needs Analysis to analyze the current and future needs of Public Works department.	Size: N/A Construction Cost: N/A Status: Completed Spring 2023
 Public Works Addition	Design for an eight vehicle bay addition to match the existing aesthetics and construction.	Size: 5,200 s.f. Construction Cost: \$2,300,000 Status: On Hold

Village of Glenview

1370 Shermer Avenue - Glenview, Illinois 60026
Mr. Tim Schwister, Facilities Manager - 847.486.5637

Project	Description	Details
 Public Works - Interior Renovations	Design and construction of interior renovations to the Public Works offices and staff spaces.	Size: Variable Construction Cost: \$900,000 Status: Completed Summer 2018
 Public Works - HVAC and Generator Replacement	Replacement of HVAC systems within an existing Public Works building as well as the replacement of an existing generator.	Size: 1,500 s.f. Construction Cost: \$175,000 Status: On Hold
 Public Works -Glazing Systems Replacement	The removal and replacement of existing translucent resin wall panels ("Kalwall") and existing transparent glazing panels within the vehicle maintenance area and main office corridor area.	Size: N/A Construction Cost: \$227,000 Status: Completed Summer 2014
 Fire Station #8 - Roofing Renovations	Design of the removal of the existing mansard roofing system at the perimeter of the building and the design of a face brick elevation in its place.	Size: 15,500 s.f. Construction Cost: \$290,500 Status: Completed Winter 2012
 Depot Street Metra Station - 2016 Kiss and Ride Renovations	Renovations to the kiss and ride portion of the Depot Street Metra Station.	Size: Variable Construction Cost: \$170,000 Status: Completed Summer 2016
 New Salt Dome	Preliminary Design for a new salt dome.	Size: N/A Construction Cost: \$660,000 Status: Completed Fall 2012
 Public Works - Facility Analysis	Assessment of all pedestrian doors at the Glenview Public Works Campus.	Size: N/A Construction Cost: N/A Status: Completed Summer 2010

Village of Niles

1000 Civic Center Drive - Niles, Illinois 60714
Mr. Tom Powers, Village Engineer - 847.588.7900

Project	Description	Details
 New Police Garage	Design and construction of a new vehicle garage and storage building for the Police Department.	Size: 14,700 s.f. Construction Cost: \$3,300,000 Status: Completed Fall 2021
 New Fueling Island at Public Works	Design and construction of a new outdoor amphitheater with a 5,000 person capacity.	Size: Variable Construction Cost: \$800,000 Status: Completed Summer 2020
 Master Planning for Public Services Campuses	Master planning for a public services campus site development and storage facility, police garage and animal control facility.	Size: N/A Construction Cost: \$5,900,000 Status: Completed Winter 2018

City of Country Club Hills

4200 Main Street - Country Club Hills, Illinois 60478
Mayor Dwight Welch, Retired - 708.878.1418

Project	Description	Details
 City Hall - Space Needs Analysis	Space Needs Analysis of village hall and the design of renovated spaces to make room for future city growth.	Size: N/A Construction Cost: N/A Status: Completed Fall 2008
 New Fire Training Facility	Schematic design for a new fire training facility.	Size: 3,500 s.f. Construction Cost: \$350,000 Status: Completed Winter 2012
 New Police Station	Schematic design for a new police station.	Size: 60,000 s.f. Construction Cost: \$10,000,000 Status: Designs Completed
 New 911 Call Center	Schematic design for a new 911 Call Center.	Size: 19,850 s.f. Construction Cost: \$4,000,000 Status: Designs Completed
 New Vehicle Storage Building	Design and construction of new storage building to house city records and winter vehicles.	Size: 16,000 s.f. Construction Cost: \$1,358,000 Status: Completed Summer 2006
 New Fleet Maintenance Facility	Schematic design for a new Fleet Maintenance Facility.	Size: 8,500 s.f. Construction Cost: \$1,300,000 Status: Designs Completed
 New Outdoor Amphitheater	Design and construction of a new outdoor amphitheater with a 5,000 person capacity.	Size: 5,000 patrons Construction Cost: \$7,500,000 Status: Completed Summer 2006

Village of Homer Glen

14240 West 151st Street - Homer Glen, Illinois 60491
Mayor George Yukich - 708.548.3268

Project	Description	Details
 Heritage Park - Active Core	Design, Bidding and Construction Observation of new park that features tennis, pickle-ball, sand volleyball, bocce ball and shuffle board courts, horseshoe pits, a sensory garden, nature play area, challenge course area, fitness area and centrally located gazebo.	Size: +/- 6 acres Construction Cost: \$2,637,886 Status: Completed Fall 2019
 Emergency Management Agency Center - Space Needs and Schematic Design	Analysis of the existing and future needs of an existing EMA center and determine the potential need of a new building/location.	Size: N/A Construction Cost: N/A Status: Completed Spring 2019
 Village Hall - Space Needs Analysis	Analysis to quantify existing staffing and facility as well as future staffing and facility needs.	Size: 18,000 s.f. Construction Cost: N/A Status: Completed Winter 2017
 New Village Hall	Renovation of the existing Woodbine Golf Course club house into a new Village Hall for the Village of Homer Glen.	Size: 18,000 s.f. Construction Cost: \$1,343,000 Status: Completed Summer 2016

Village of Channahon

24555 South Navajo Drive - Channahon, Illinois 60410
Mayor Joe Cook - 815.467.6644

Project	Description	Details
 Women's Athletic Complex Development	Architectural Conceptual Master Planning work for an athletic complex.	Size: 34 acres Construction Cost: \$17,000,000 Status: Design Completed

Orland Township

14807 Ravinia Avenue - Orland Park, Illinois 60462
Mrs. Mary Hastings, Office Manager - 708.403.4222

Project	Description	Details
 Facility Renovations	Various improvements including: interior renovations to the food pantry, partitioning of the executive administrators office, a new gas generator to cover the refrigeration, data and phones, a larger trash enclosure, a new storage area/shed for outdoor maintenance equipment, and new exterior site signage.	Size: 2,300 s.f. Construction Cost: \$500,000 Status: Completed Fall 2016
 Facility Space Needs Analysis	Space Needs analysis for the entire facility, including all departments, the current parking and potential remote parking expansion.	Size: N/A Construction Cost: N/A Status: Completed Fall 2013

Village of Oak Lawn

14807 Ravinia Avenue - Orland Park, Illinois 60462
Mrs. Mary Hastings, Office Manager -

Project	Description	Details
 Fire Station 1 - Roof Replacement	Full roof replacement in compliance with federal requirements for energy reduction.	Size: 13,700 s.f. Construction Cost: \$183,000 Status: Completed Winter 2010
 Downtown / Village Green Master Plan	Master Plan for the Village's downtown district which includes an expanded village green, a relocated masonic order lodge, single family townhouses, a 600 car parking garage and a 150,000 s.f. medical office building.	Size: Variable Construction Cost: TBD Status: Designs Completed

City of Oak Forest

15440 South Central Avenue - Oak Forest, Illinois 60452
Mayor Hank Kuspa - 708.687.4050

Project	Description	Details
 City Hall Renovations - Schematic Design	Provided schematic building elevations and site layouts. The intent was to design a new aesthetically pleasing building elevations for the City Hall.	Size: N/A Construction Cost: N/A Status: Completed Fall 2014

Village of Itasca

550 West Irving Park Road - Itasca, Illinois 60143
Mr. Jerry Dell, Building Department Supervisor/Code Officer - 630.773.5568

Project	Description	Details
 Village Hall Exterior Plaza Renovations	Renovation of the exterior patio and stairs at the entrance to the building.	Size: 1,700 s.f. Construction Cost: \$290,000 Status: Completed Summer 2017

City of Rolling Meadows

3900 Berdick Street - Rolling Meadows, Illinois 60008
Mr. Don Wenzel, Superintendent of Facilities - 847.963.0500

Project	Description	Details
 City Hall Campus Renovations	Design corrections to deficiencies identified in a Structural Technologies Report for the village hall and police garage.	Size: N/A Construction Cost: \$300,000 Status: Completed Winter 2018
 Fire Station #16 - Administration Wing Renovations	First floor renovations and second floor addition for Fire Station #16.	Size: 15,000 s.f. Construction Cost: \$410,000 Status: Completed Summer 2008

Village of Lemont

418 Main Street - Lemont, Illinois 60439

Mr. George Schafer, Village Administrator - 630.257.1590

Project	Description	Details
 Village Hall Renovations	Design and construction of interior renovations to the Building Department	Size: 1,200 s.f. Construction Cost: \$152,700 Status: Completed Fall 2024
 Police - Space Needs Analysis	A master plan for how to use the space of the old police station, that they moved out of years ago.	Size: N/A Construction Cost: N/A Status: Summer 2023

Village of Park Forest

350 Victory Drive - Park Forest, Illinois 60466

Mr. Jason Miller, Director of Communications - 708.283.5624

Project	Description	Details
 Village Hall Renovations	Renovations include lobby, reception, seating and signage upgrades.	Size: N/A Construction Cost: \$104,000 Status: Completed Fall 2016

Village of Calumet Park

12409 S. Throop Street - Calumet Park, IL., 60827

Mr. Jonathan Shaw, Director of Parks & Recreation - 708.597.3535

Project	Description	Details
 Lower Level Renovations at the Recreation Center	Design and construction of a renovations to toilet rooms and fitness room on the lower level of the existing Recreation Center.	Size: 858 s.f. Construction Cost: \$183,000 Status: Completed Summer 2023

Village of Westchester

10300 W Roosevelt Road - Westchester, IL 60154

Mr. Barry Krumstok, Village Manager - 708.345.0020

Project	Description	Details
 Fire Station Facility Assessment	A Facility Assessment of the facility to identify required repairs, maintenance and code violations.	Size: N/A Construction Cost: N/A Status: Summer 2024
 Municipal Campus Space Needs Analysis	Space Needs Analysis to analyze the current and future needs for future growth of the Campus	Size: N/A Construction Cost: N/A Status: Summer 2023

Village of Hinsdale

19 E. Chicago Avenue - Hinsdale, IL 60521

Mr. George Peluso, Director of Public Services and Engineering - 630.789.7041

Project	Description	Details
 Public Works Master Plan	Master Plan for the Village's Public Works yard which includes an expanded open storage, impound, site storage, and parking	Size: Variable Construction Cost: \$1,200,000 Status: Summer 2024

1.5: Current/Projected Firm Workload



Planning



Renovations



Additions



New Construction

Village of Shorewood



Scope: Fawn Park Reconstruction
Budget: \$240,000
Status: In Construction

Village of Hoffman Estates



Scope: Village Green Concessions
Budget: \$4,000,000
Status: In Construction

Community Park District of La Grange Park



Scope: Recreation Center Gym Addition
Budget: \$12,000,000
Status: In Design

Village of Lake Barrington



Scope: Village Hall Breakroom Renovations
Budget: \$150,000
Status: In Design

Village of New Lenox



Scope: Water Resources Recovery Facility-Administration Building
Budget: \$8,000,000
Status: In Construction

Village of Bensenville Park District



Scope: Pool Resurfacing
Budget: \$621,000
Status: In Construction

North Berwyn Park District



Scope: Main Park Phase 1
Budget: \$870,000
Status: On Hold

Village of Westchester



Scope: Fire Station #26 Renovations
Budget: \$343,000
Status: In Construction

River Valley Metro Mass Transit District



Scope: New Maintenance Garage
Budget: \$8,800,420
Status: In Construction

Village of Peotone



Scope: Village Hall, Police and Public Works Space Needs
Budget: 13,000,000
Status: In Design

Village of Tinley Park



Scope: Harmony Square
Budget: \$40,000,000
Status: In Construction



Scope: Train Station Lighting Replacement
Budget: \$118,000
Status: In Construction

City of Lockport



Scope: City Hall HVAC Replacement
Budget: \$2,400,000
Status: In Construction

City of Morris



Scope: West Side Park Reconstruction
Budget: \$1,500,000
Status: In Construction

Green Garden Township



Scope: Additions and Renovations
Budget: \$650,000
Status: In Construction

Village of Calumet Park



Scope: New Village Green
Budget: \$3,000,000
Status: In Design

1.5: Current/Projected Firm Workload



Planning



Renovations



Additions



New
Construction

Village of Orland Park



Scope: CPAC Modernization Phase 1
Budget: \$2,388,000
Status: In Construction



Scope: CPAC Modernization Phase 2
Budget: \$5,700,000
Status: In Design



Scope: Rec Center Pool
Budget: \$3,200,000
Status: In Design

Community Park District of LaGrange Park



Scope: Recreation Center Addition
Budget: \$12,000,000
Status: In Design

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Section Two:
**HIGHLIGHTED
PROJECTS**



SECTION THREE: KEY PERSONNEL & EXPERIENCE

Village of New Lenox
New Public Works Facility



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

Village of New Lenox: New Public Works Facility

Following the conduction of a Space Needs Assessment for a 85,000 s.f. public works facility in the Village of New Lenox, TRIA Architecture moved forward with the design and construction of a new Public Works Facility. The facility houses the main offices, division shops, fleet maintenance, lockers, storage mezzanine, cafeteria and storage for all of their vehicles. The site consists of employee parking, salt storage, material bins and a gas/diesel fueling station. The facility is designed with space for future expansion of vehicle storage and vehicle maintenance.

Client:

Village of New Lenox
1 Veterans Parkway
New Lenox, Illinois 60451

Project Cost:

\$8,400,000

Completion Date:

Fall 2013



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

SECTION TWO: HIGHLIGHTED PROJECTS

Village of New Lenox Public Works Space Needs Analysis

SPACE NEEDS ANALYSIS:

Village of New Lenox - Public Works Facility

Division and Room Size Analysis



Division and Room Type: Proposed S.F.: Proposed Floor Level: Proposed Security Level: Room Type: Notes:

Office Area:					
Public Works Director	280.0	1			
Assistant Public Works Director	215.0	1			
Director - Water	210.0	1			
Director - Streets	210.0	1			
Director - Forestry	210.0	1			
Admin. Assistant	210.0	1			2 workstations
Admin. /Files	283.0	1			
General Office Area (cubicles)	241.0	1			4 workstations
Conference Room	294.0	1			seating for 10 people
Kitchen/ Training Room w/ Vending	2146.0	1			seating for 60 People
Men's Toilet	64.0	1			
Women's Toilet	64.0	1			
Public Toilet	64.0	1			
Computer/Data/Phone Room	100.0	1			
Copy Area	111.0	1			
Storage	452.0	1			
Coffee Area	61.0	1			
Men's Locker Area	1576.0	1			(60) 24" x 24" lockers max.
Women's Locker Area	375.0	1			(10) 24" x 24" lockers max.
Laundry	64.0	1			
Quiet Room	112.0	1			
Division Sub-Total:	7342.0				

Shop Area:					
Mezzanine	8620.0	2			
Water Shop	1483.0	1			
Streets Shop	1483.0	1			
Forestry Shop	1483.0	1			
Sign Shop	1633.0	1			
Misc. Shop	1652.0	1			
Elevator	58.0	1,2			
Elevator Equipment	55.0	1			
Stairs (2)	200.0	1,2			
Division Sub-Total:	16667.0				

Fleet Maintenance:					
Maintenance Bays	4079.0	1			4 bays, 1 drive thru
Lubricant Storage Room	551.0	1			
Tire Storage Room	550.0	1			
Maintenance Manager	192.0	1			
Toilet	49.0	1			
Welding	126.0	1			
Wash Bay	1198.0	1			
Parts Storage	472.0	1			
Division Sub-Total:	7217.0				

Fleet Storage:					
Vehicle Storage	47895.0	1			
Division Sub-Total:	47895.0				

General:					
Electrical	100.0	1			
Water	207.0	1			
Division Sub-Total:	307.0				

Site:					
Salt Storage Building					80' x 80'
Sugar Beet Extract Storage					(2) 3,000 gallons
Calcium Chloride Storage					(2) 5,000 gallons
Anti-Icing Mix Storage					5,000 gallons

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

Village of New Lenox: Public Works Space Needs Analysis

TRIA Architecture was approached by the Village of New Lenox to conduct a Space Needs Assessment for a 85,000 s.f. public works facility. Focusing on the office, shop, fleet maintenance, and fleet storage areas - as well as the overall site - the Space Needs Assessment became the initial phase of a project which would result in the design and construction of a new Public Works Facility.

Client:

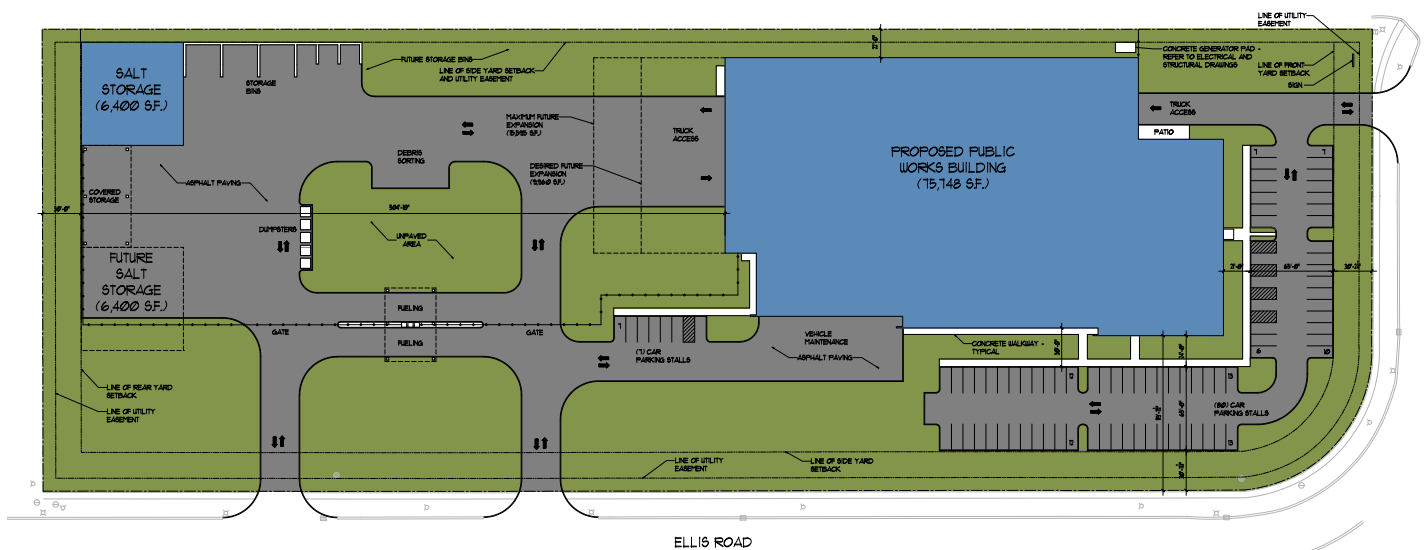
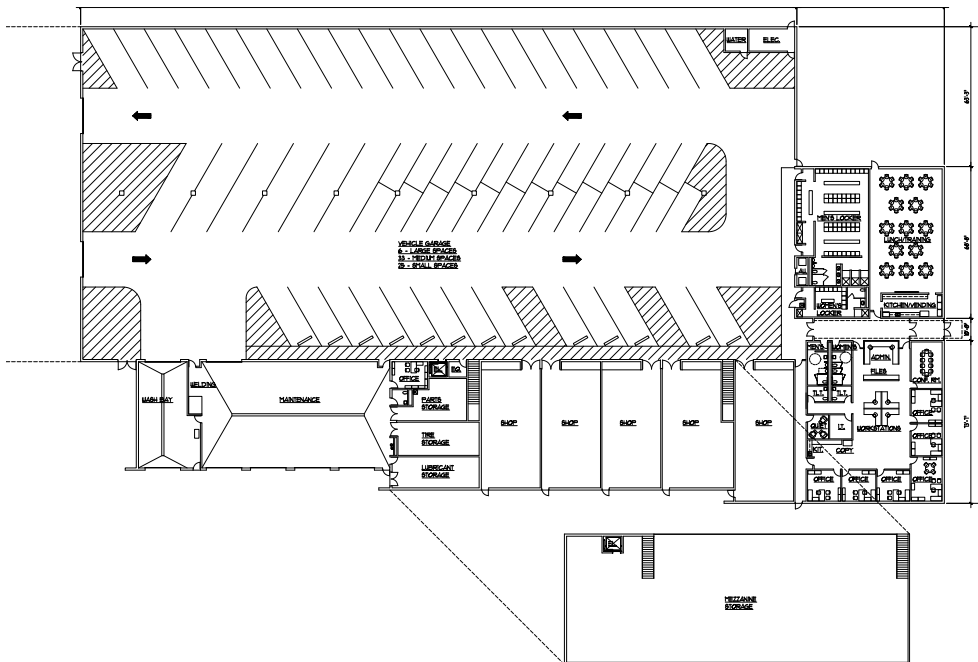
Village of New Lenox
1 Veterans Parkway
New Lenox, Illinois 60451

Project Cost:

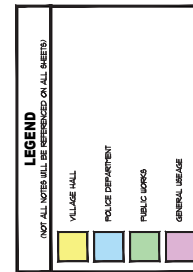
N/A

Completion Date:

Spring 2012



Village of Westchester Space Needs Analysis



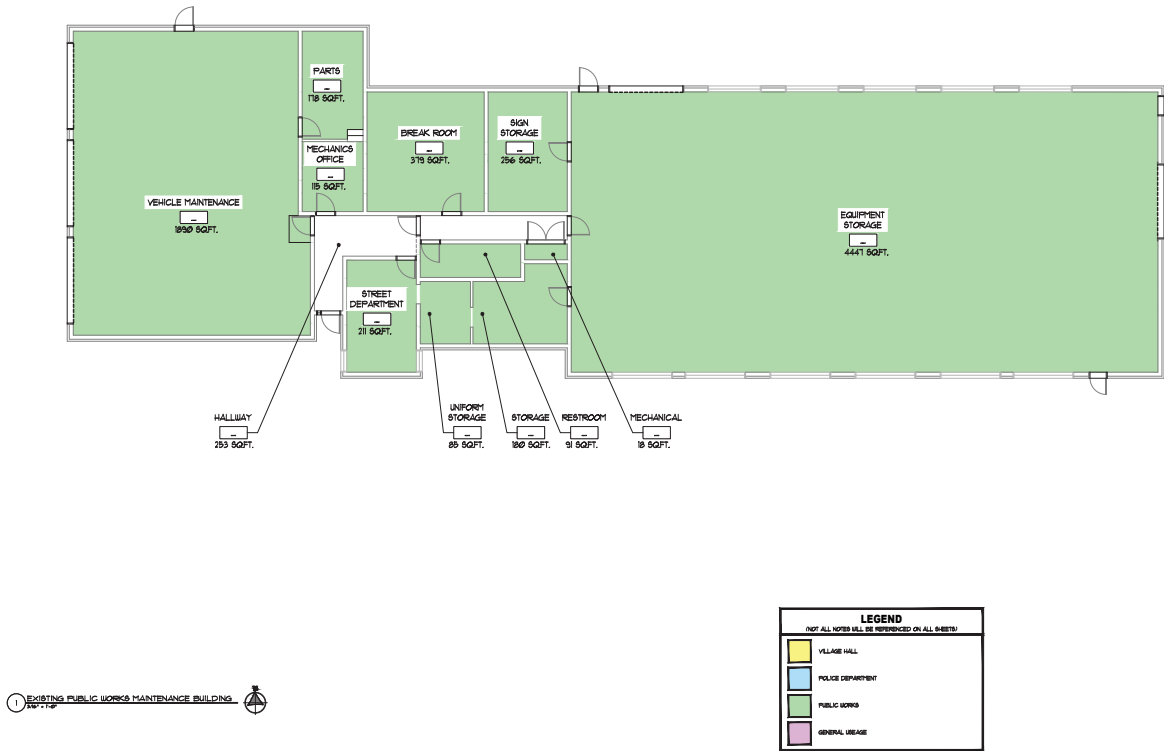
1 EXISTING FIRST FLOOR PLAN - VILLAGE HALL

Village of Westchester

The Village of Westchester’s municipal campus consist of the Village Administration, Police, and Public Works all under one roof. The space dedicated to each department is undersized and inefficient. All three departments share space on the site with parking and driveways overlapping. The driveways are also shared with the neighboring post office. These overlaps make the site unsecure and unsafe. TRIA completed a Space Needs Assessment to determine how big of a building and site are needed for a new municipal campus. The Village is currently in search of a site or sites for the new facilities.

Client:
Village of Westchester
10300 W Roosevelt Road
Westchester, IL 60154

Project Cost:
N/A
Completion Date:
November 2023



SECTION TWO: HIGHLIGHTED PROJECTS

City of Countryside Public Works Space Needs Analysis

SPACE NEEDS ANALYSIS:

City of Countryside - Public Works Department

Division and Room Size Analysis



Room Type: Areas (Square Feet)
Current Goal Notes:

Administration			
Reception Desk/Copy	0	130	
Director's Office	165	165	
Open Office	78	200	
Crew Leader Office	0	150	1 desk shared by 2 people
Break Room/Conference Room	354	750	seating for 24
Kitchenette	92	175	
Network	0	100	
Storage	84	150	office supplies
Office Restrooms	70	200	
Quiet Room	0	175	
Men's Locker Room	0	700	for 20 people with restroom and showers
Women's Locker Room	0	250	for 5 people with restroom and showers
Division Sub-Total:	843	3,145	

Vehicle Storage			
Vehicle Garage	7,633	17,730	Parking plus additional 10% gross factor
Storage/Garage	600	800	Proposed is storage only
Storage Mezzanine	1,182	800	
Laundry	0	150	In options, included in admin area above
Wash Bay	0	1,250	
Division Sub-Total:	9,415	20,730	

Vehicle Maintenance			
Maintenance Area	600	2,400	2 bays - 1 with lift, 1 pull through
Maintenance Office	0	100	
Parts Storage	95	400	with space for manuals
Tire Storage	0	60	in maintenance bay
Fluids Storage	0	30	in maintenance bay
Division Sub-Total:	695	2,990	

Workshops			
Workshop	0	1,500	
Tool Crib	0	800	
Sign Storage	0	800	
Division Sub-Total:	0	3,100	

Misc			
Mechanical Space	0	300	In options, not specifically defined
Janitor	0	100	In options, not specifically defined
Division Sub-Total:	0	400	

Sub-Total Building Area	10,953	30,365
Grossing Factor	1,081	3,036
Total Building Area (including mezzanine)	12,034	33,401

Site			
Fuel Island	(2) 1000G	(2) 1000G	
Covered Storage (Large Bin)	1,903	4,000	one large bin divided by jersey blocks
Covered Storage (Small Bin)	912	0	
Parking	8 spaces	30 spaces	
Sweeper Washout	0	600	with dumpster
Dumpsters		2	1 for electronics, 1 for trash
Metered Water Fill Station	1	1	

Existing Spacial Layout

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

City of Countryside: Public Works Space Needs Analysis

TRIA Architecture conducted a Space Needs Analysis of the City's current and future needs of their existing Public Works Facility (approx. 49,450 s.f.), as well as a Storage Facility (approx. 9,415 s.f.). The SNA of the City's existing facilities will be used to determine how the facilities can be renovated or expanded to accommodate current and future uses of the facilities.

Client:

City of Countryside
803 Joliet Road
Countryside, Illinois 60525

Project Size:

39,000 s.f (Existing)

Project Cost:

N/A

Completion Date:

Spring 2023

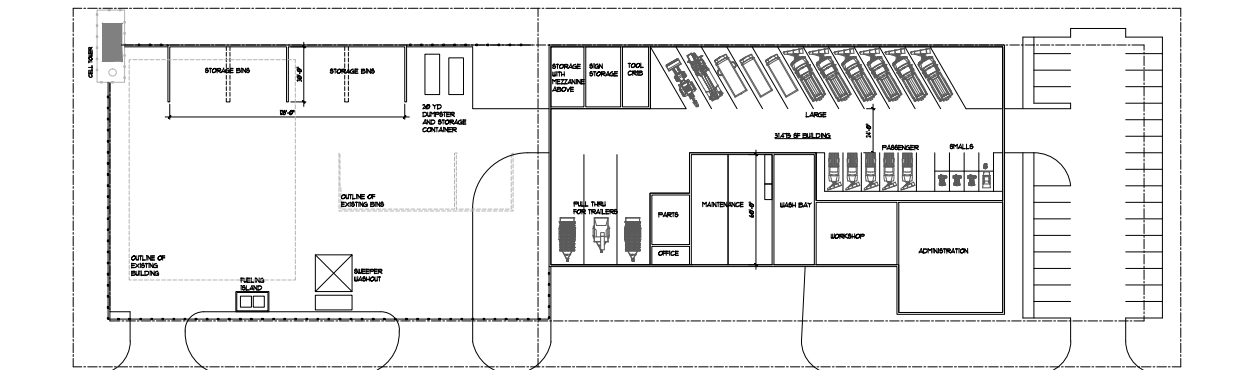
SPACE NEEDS ANALYSIS:

City of Countryside - Public Works Department

Division and Room Size Analysis



Room Type:	Current	Goal	Option 2A	Option 2B	Option 2C	Notes:
Administration						
Reception Desk/Copy	0	130				
Director's Office	165	165				
Open Office	78	200				
Crew Leader Office	0	150				
Break Room/Conference Room	354	750				
Kitchenette	92	175				
Network	0	100				
Storage	84	150				
Office Restrooms	70	200				office supplies
Quiet Room	0	175				
Men's Locker Room	0	700				for 20 people with restroom and showers
Women's Locker Room	0	250				for 5 people with restroom and showers
Division Sub-Total:	843	3,145	3,400	3,400	3,400	
Vehicle Storage						
Vehicle Garage	7,633	17,730	20,850	19,350	18,785	Parking plus additional 10% gross factor
Storage/Garage	600	800	1,900	1,425	590	Proposed is storage only
Storage Mezzanine	1,182	800	950	950	950	
Laundry	0	150				
Wash Bay	0	1,250	1,440	1,440	1,320	In options, included in admin area above
Division Sub-Total:	9,415	20,730	25,140	23,165	21,645	
Vehicle Maintenance						
Maintenance Area	600	2,400	2,550	2,550	2,550	2 bays - 1 with lift, 1 pull through
Maintenance Office	0	100	200	200	200	
Parts Storage	95	400	550	550	550	with space for manuals
Tire Storage	0	60	60	60	60	in maintenance bay
Fluids Storage	0	30	30	30	30	in maintenance bay
Division Sub-Total:	695	2,990	3,390	3,390	3,390	
Workshops						
Workshop	0	1,500	1,250	1,800	1,496	
Tool Crib	0	800	850	850	464	
Sign Storage	0	800	850	850	622	
Division Sub-Total:	0	3,100	2,950	3,500	2,582	
Misc						
Mechanical Space	0	300				In options, not specifically defined
Janitor	0	100				In options, not specifically defined
Division Sub-Total:	0	400	0	0	0	
Sub-Total Building Area	10,953	30,365	34,880	33,455	31,017	
Grossing Factor	1,081	3,036	1,570	1,395	1,408	
Total Building Area (including mezzanine)	12,034	33,401	36,450	34,850	32,425	
Site						
Fuel Island	930	930	930	930	930	(2) 1000 G tanks
Covered Storage (Large Bin)	1,903	4,000	3,840	3,840	3,840	one large bin divided by jersey blocks
Covered Storage (Small Bin)	912	0	0	0	0	
Parking	4,200	11,000	10,700	10,700	10,700	
Sweeper Washout	0	600	560	560	560	with dumpster
Dumpsters	0	1,200	1,200	1,200	1,200	1 for electronics, 1 for trash
Metered Water Fill Station	0	0	0	0	0	1 fill location
Yard	11,770	25,000	22,870	25,100	25,330	
Green Space	10,231	30,453	36,743	28,690	29,160	No surface detention is included
Sub-Total Site Area	40,798	105,784	112,343	104,920	103,195	
Grossing Factor	8,652	21,157	5,495	12,918	14,643	
Total Site Area (Square Feet)	49,450	126,941	117,838	117,838	117,838	
Total Site Area (Acres)	1.14	2.91	2.71	2.71	2.71	
Preliminary Budget Estimate			\$12,575,250	\$12,023,250	\$11,186,625	



SECTION TWO: HIGHLIGHTED PROJECTS

Village of Shorewood
New Public Works Facility



Village of Shorewood: New Public Works Facility

TRIA developed and proposed a building program for the Village of Shorewood for a new Public Works facility that would be housed on the Mound Road site, already owned by the Village, which includes a 71,000 square foot main facility to house the administrative offices, vehicle storage, locker rooms, training facility, departmental shops, and a vehicle maintenance garage. The site will also feature two 3,000 ton salt domes, covered and open exterior storage bins, a covered leaf dump, and a fueling island with underground tanks.

Client:

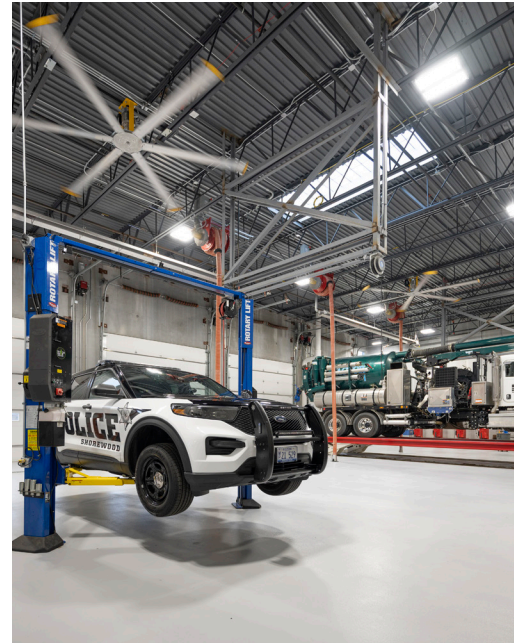
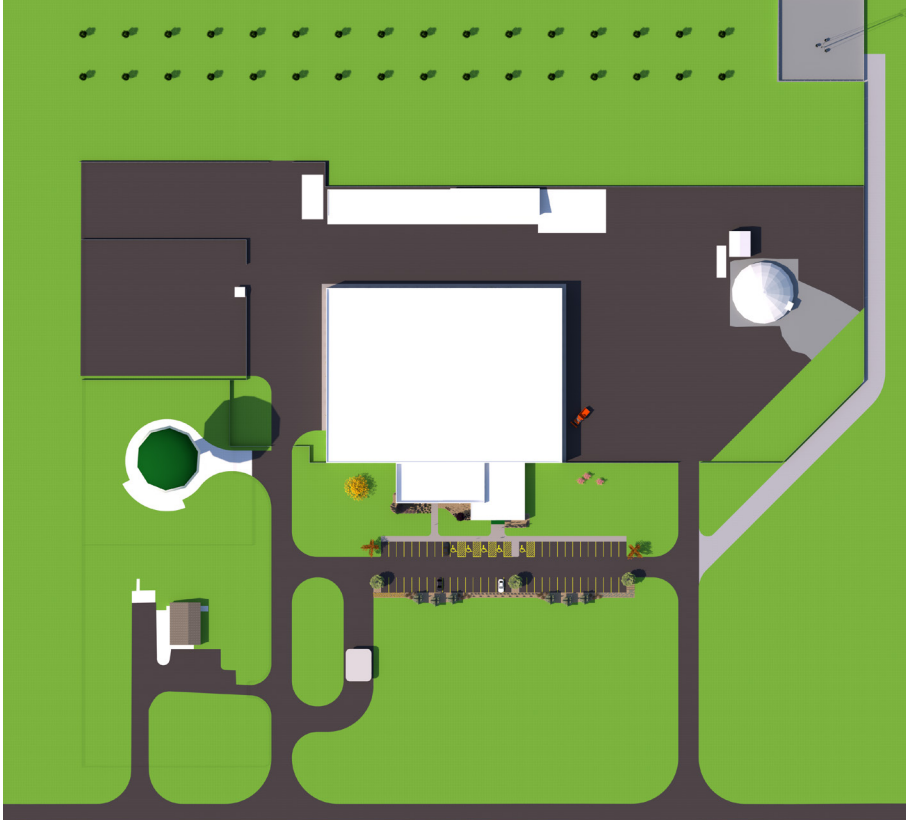
Village of Shorewood
One Towne Center Blvd.
Shorewood, Illinois 60404

Project Cost:

\$13,244,000

Completion Date:

October 2022



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

SECTION THREE: KEY PERSONNEL & EXPERIENCE

Village of Shorewood Public Works Space Needs Analysis

EXISTING SPACE ANALYSIS:

Village of Shorewood - Public Works Facility Division and Room Size Analysis



Division and Room Type: Current S.F.: Notes:

107 W Jefferson Site (2 Buildings)		
Locator's Office	574.0	Shared by 2 people, includes storage
Restrooms	400.0	
Building Maintenance Storage	437.0	
Storage	240.0	
Electrical Storage	368.0	
Mezzanine Storage	1445.0	Not designed for heavy storage loads
Water Department Storage	252.0	
Water Shop	624.0	
Water Vehicle Storage	1248.0	In water shop
Vehicle Storage	7310.0	12' clear height
Tractor/Equipment Storage	1445.0	
Parks Building		
Restroom	96.0	
Vehicle Storage	1826.0	
Division Sub-Total:		16265.0

Village Hall (1 Building)		
Sign Shop	1504.0	In Village Hall Basement
Division Sub-Total:		1504.0

EXISTING SPACE ANALYSIS:

Village of Shorewood - Public Works Facility Division and Room Size Analysis



Division and Room Type: Current S.F.: Notes:

906 Cottage Site (1 Building)		
Director's Office	187.0	
Supervisor's Office	391.0	Shared by 3 people (Streets, Water, Parks)
Restrooms	160.0	
Administrative Office	170.0	Shared by 2 people
Parts Storage and File Storage	391.0	
Parts Storage	144.0	
Vehicle Maintenance Shop	4183.0	Includes fabrication shop and fluids storage
Exterior Vehicle Storage		Many vehicles and trailers stored outside
Division Sub-Total:		5626.0

908 Cottage Site (3 Buildings)		
Street Shop	1656.0	
Street Vehicle Storage	1656.0	In street shop
Lunch Room	336.0	Not enough room for current staff to each lunch together
Restrooms	64.0	
Lockers	336.0	On mezzanine
Vehicle Storage and Wash Bay	3740.0	
Salt Storage	1200.0	400 ton storage, building is deteriorating
Fueling Island	625.0	Above ground fuel tanks
Exterior Vehicle Storage		Many vehicles and trailers stored outside
Division Sub-Total:		9613.0

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

Village of Shorewood: Public Works Space Needs Analysis

The Village of Shorewood hired TRIA Architecture to inventory their existing Public Works facilities and vehicles to identify deficiencies and areas of need, and to develop a program for a new Public Works facility that would combine all Public Works services under one roof. With current Public Works scattered over five different sites, Public Works operations is not very efficient. In addition, most of the facilities were at the end of their usable life and located within a RFF district.

Client:

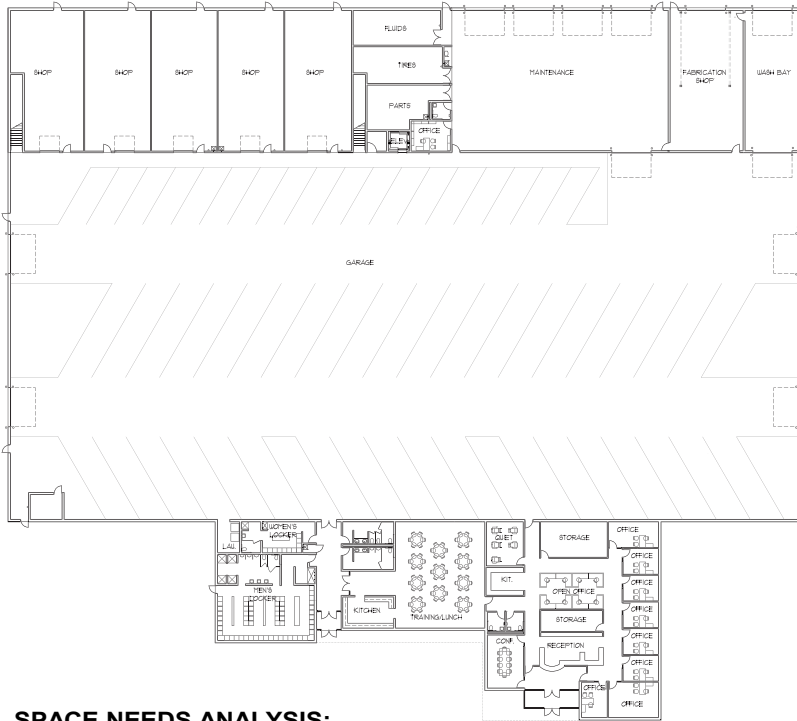
Village of Shorewood
One Towne Center Blvd.
Shorewood, Illinois 60404

Project Cost:

N/A

Completion Date:

Summer 2018



SPACE NEEDS ANALYSIS:

Village of Shorewood - Public Works Facility Division and Room Size Analysis

Division and Room Type:	Current S.F.:	VNL S.F.:	Proposed S.F.:	Notes:
Shop Area:				
Mezzanine	1445	8426	8425	
Water Shop	1450	1540	1550	
Streets Shop	2024	1540	1550	
Parks Shop	0	1540	1550	existing in shared space with vehicle storage
Sign Shop	1504	1555	1550	
Misc Shop	0	1540	1550	
Fabrication Shop	0	0	2500	existing in vehicle maintenance area
Elevator	0	70	70	
Elevator Equipment	0	64	64	
Stairs (2)	0	157	160	
Division Sub-Total:	6423	16432	18969	

Fleet Maintenance:				
Maintenance Bays	4183	5234	5250	4 bays, 1 drive thru
Lubricant Storage Room	0	507	500	
Tire Storage Room	0	521	525	
Maintenance Manager	0	196	200	
Toilet	160	55	55	
Wash Bay	0	1258	1250	existing in vehicle storage area
Parts Storage	535	461	550	
Division Sub-Total:	4878	8232	8330	

Fleet Storage:				
Interior Vehicle Storage	17225	48219	48250	
Division Sub-Total:	17225	48219	48250	

SPACE NEEDS ANALYSIS:

Village of Shorewood - Public Works Facility

Division and Room Size Analysis

Division and Room Type:	Current S.F.:	VNL S.F.:	Proposed S.F.:	Notes:
Office Area:				
Public Works Director	187	207	200	
Public Works Superintendent	0	150	150	
Supervisor - Water	130	210	150	
Supervisor - Streets	130	151	150	
Supervisor - Buildings and Grounds	0	0	150	
Supervisor - Parks	130	151	150	
Supervisor - JULIE Coordinator	0	0	150	
Admin. Office	0	0	150	
Admin. Assistant	170	350	350	Reception, 2 workstations
General Office Area (cubicles)	0	1388	700	4 workstations
Conference Room	0	356	350	seating for 10 people
Kitchenette	0	100	100	
Kitchen/ Training Room	336	2141	2150	seating for 60 People
Men's Toilet	64	55	55	
Women's Toilet	0	55	55	
Men's Public Toilet	200	183	180	
Women's Public Toilet	200	183	180	
Computer/Data/Phone Room	0	98	100	
Storage	240	177	200	
Men's Locker Area	336	1537	1500	
Women's Locker Area	0	380	400	
Laundry	0	60	60	
Quiet Room	0	127	150	
Entry Vestibule	0	145	250	secure entry vestibule
Division Sub-Total:	2123	8204	8030	

SECTION THREE: KEY PERSONNEL & EXPERIENCE

City of Palos Hills
New Public Works Facility



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

City of Palos Hills: New Public Works Facility

In 2018, TRIA partnered with Christopher B. Burke Engineering, LTD. to develop a new Public Works facility for the City of Palos Hills. The new two-story Public Works building features storage for 33 vehicles, one (1) wash bay, three (3) maintenance bays, a brine facility, locker room facilities and administrative offices. Expanding beyond the building, the 7.5 acre site includes a parking lot for Public Works employees, fueling station, material storage yard, salt storage, and an at-grade, dry bottom stormwater pond.

Client:

City of Palos Hills
10335 South Roberts Road
Palos Hills, Illinois 60465

Project Cost:

\$7,000,000

Completion Date:

November 2020



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

Village of Lombard
Public Works Facility



VILLAGE OF LOMBARD: PUBLIC WORKS FACILITY

TRIA Architecture was hired to design a building addition and renovate the existing Fleet Services Department at the Lombard Public Works building. In the existing area, new office spaces and renovated storage spaces were created to streamline the functions of the maintenance staff and improve the organization of parts and equipment storage. New vehicle lifts and an overhead crane were also added to update aging equipment. The +/- 8,000 s.f. building addition created three new apparatus bays with high ceilings to accommodate larger equipment, new vehicle lifts for larger trucks, a dedicated vehicle wash area, individual storage rooms for tires and automotive fluids, and ample storage space in a new mezzanine. Flooring in all areas will be updated to a durable epoxy finish and new safety equipment will be added throughout.

Extensive site work in the storage yard shifted the entry drive to a central location controlled by secure automated gates and decorative fencing. Salt storage and miscellaneous earthwork materials storage areas were created to accommodate the growing needs of the Village. New asphalt paving, painting of the existing building, and redesigned landscaping with exterior lighting were added to refresh the look and functionality of the entire Public Works campus.

Client:

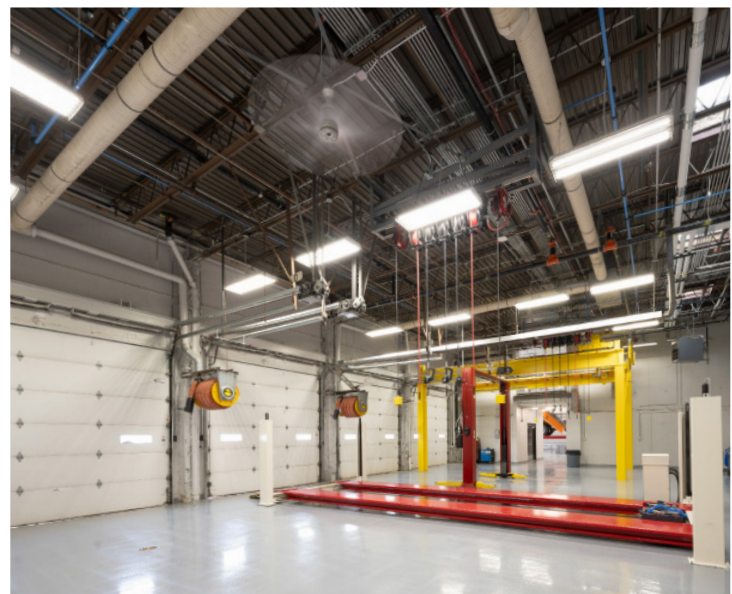
Village of Lombard
1051 Hammerschmidt Avenue
Lombard, Illinois 60148

Project Cost:

\$5,859,300 (act.)

Completion Date:

March, 2024



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

SECTION TWO: HIGHLIGHTED PROJECTS

City of Country Club Hills
City Vehicle Storage Building



City of Country Club Hills: City Vehicle Storage Building

Designed for the City of Country Club Hills in south suburban Chicago, TRIA Architecture surpassed the city's design expectations for their new Storage Building. Designed to house the city records and winter vehicles, the project was initially intended to be a pole barn. The beautifully designed structure is both functional and well under budget.

Client:

City of Country Club Hills
4200 West Main Street
Country Club Hills, Illinois 60478

Project Cost:

\$1,358,000

Completion Date:

Summer 2006



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

SECTION TWO: HIGHLIGHTED PROJECTS

Existing - Second Floor Plan



Existing - Third Floor Plan



City of Lockport: City Hall Space Needs Analysis

TRIA Architecture was hired by the City of Lockport to conduct a Space Needs Analysis of their Village Hall to determine how the facility can be renovated or expanded to accommodate current and future uses. TRIA presented multiple options for each floor of the facility to the City which reconfigure space dedicated each respective department.

Client:
City of Lockport
222 East 9th Street
Lockport, Illinois 60441

Project Size:
5,058 s.f. (Existing)
6,777 s.f. - 7,429 s.f. (Proposed)

Project Cost:
N/A

Completion Date:
Summer 2017

Second Floor Plan - OPTION A



Second Floor Plan - OPTION B



Second Floor Plan - OPTION C



LEGEND	
	CHAMBER OF COMMERCE
	BUILDING DEPARTMENT
	WATER DEPARTMENT
	CITY MANAGER/ ADMINISTRATION
	CITY ATTORNEY
	MAYOR/ ELECTED OFFICIALS
	FINANCE/ ACCOUNTING
	CITY CLERK
	I.T.
	POLICE
	COMMUNITY DEVELOPMENT

SECTION THREE: KEY PERSONNEL & EXPERIENCE

City of Country Club Hills
Fleet Maintenance Facility Building



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

City of Country Club Hills: Fleet Maintenance Facility

The City of Country Club Hills' fleet of vehicles had outgrown the maintenance capabilities of their current facility. After completing an adjacent 16,000 s.f. storage building, the City of Country Club Hills called upon TRIA Architecture again to design the New Fleet Maintenance Facility. This new structure would service all of the City's vehicle repair and maintenance needs from police cars to snow plows, as well as provide storage space for various City departments, with a new fire station and future fire department training tower.

Client:

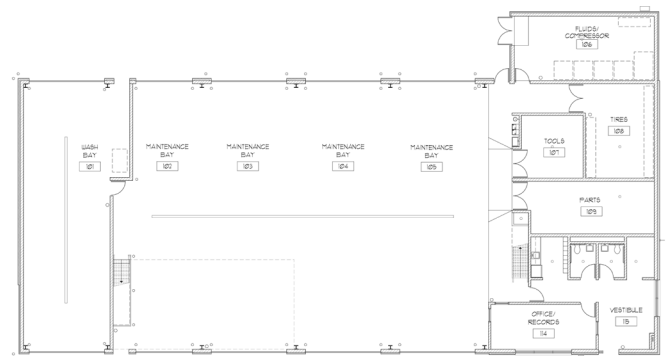
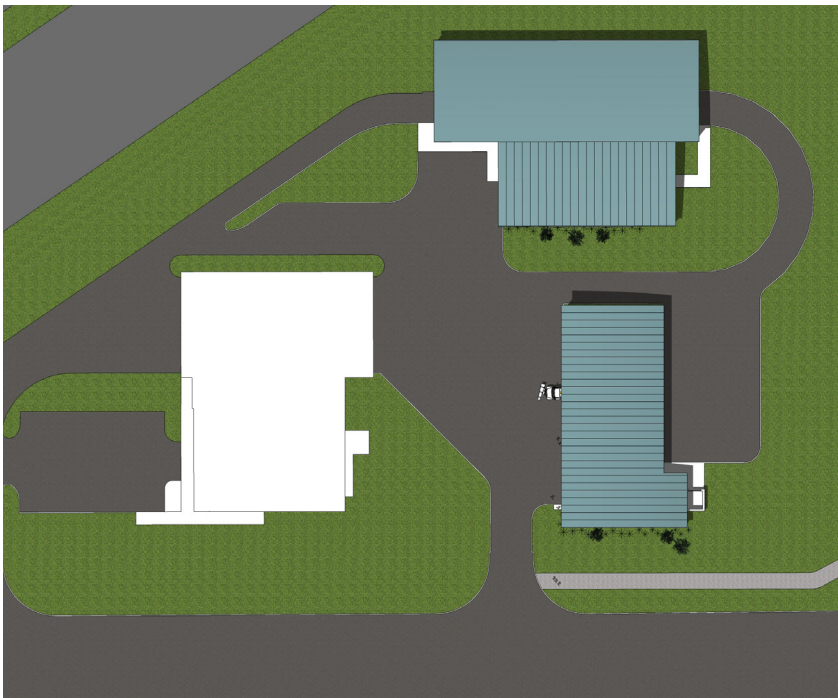
City of Country Club Hills
4200 West Main Street
Country Club Hills, Illinois 60478

Project Cost:

\$1,300,000 (Estimate)

Completion Date:

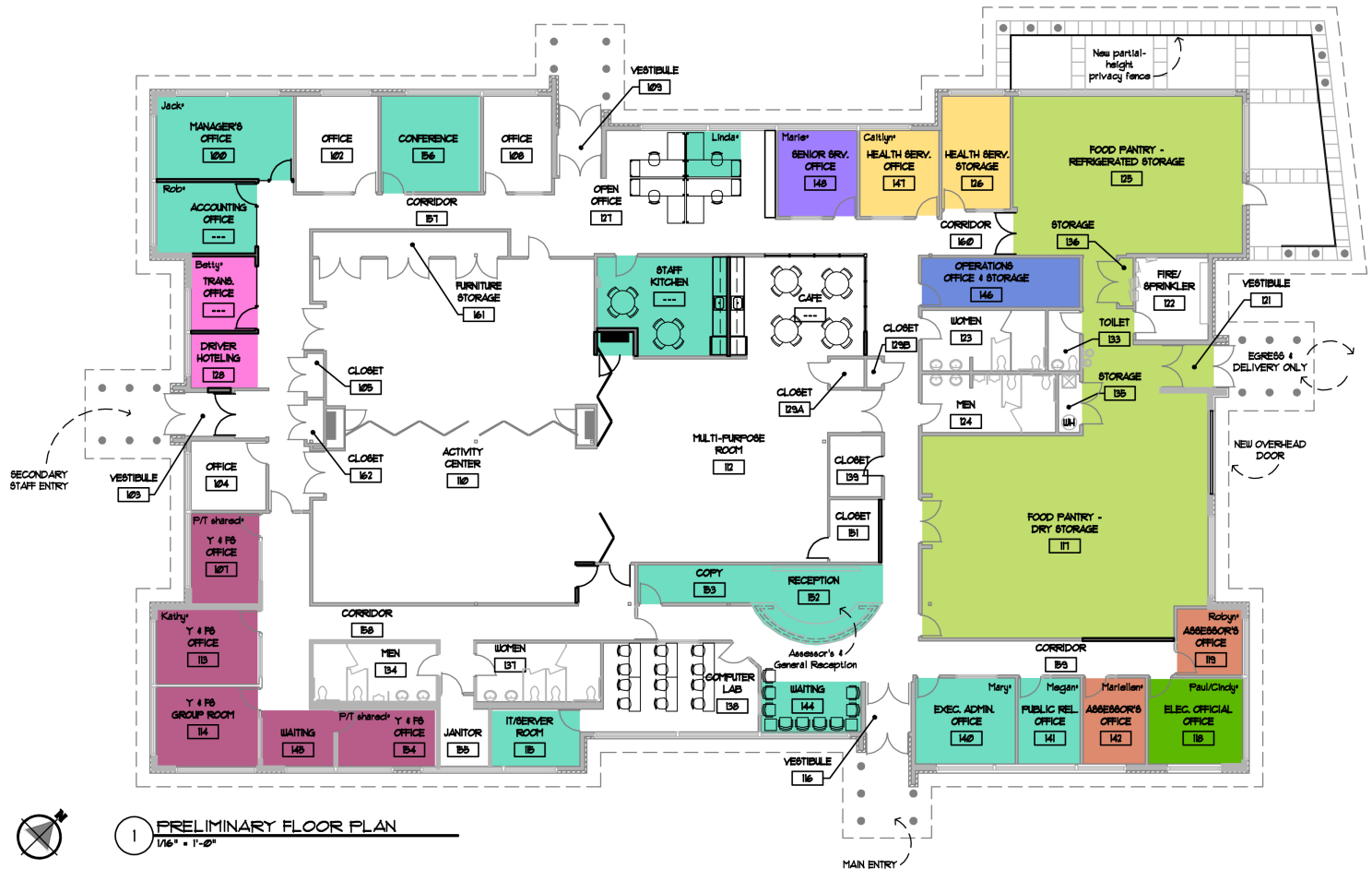
Pending



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

SECTION TWO: HIGHLIGHTED PROJECTS

Orland Township Administrative Offices Space Needs Analysis



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

Orland Township: Administrative Offices Space Needs Analysis

Orland Township is a thriving organization that offers many services and social opportunities to the local community, namely senior citizens. Among other spatial organizational issues, the Township food pantry and activity center services were growing at a pace that the space allocated to them could no longer support. In an order to provide real estate to their programs most critical to the community, TRIA Architecture provided a study and schematic floor plan to show how reorganization of their building and site could help accommodate the growth of these services without significant construction costs or relocation.

Client:

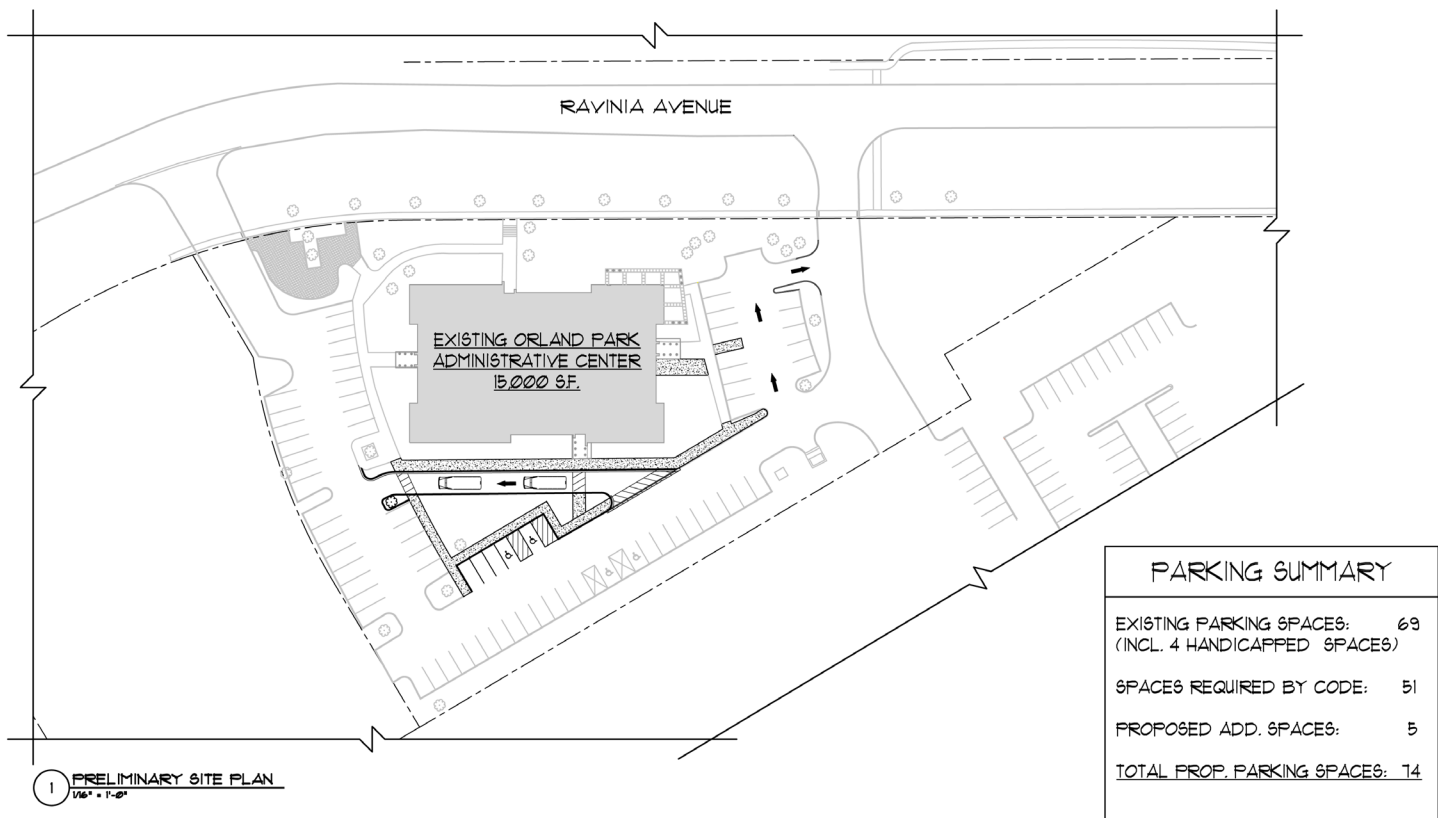
Orland Township
14807 South Ravinia Avenue
Orland Park, Illinois 60462

Project Cost:

\$1,000,000 (Estimate)

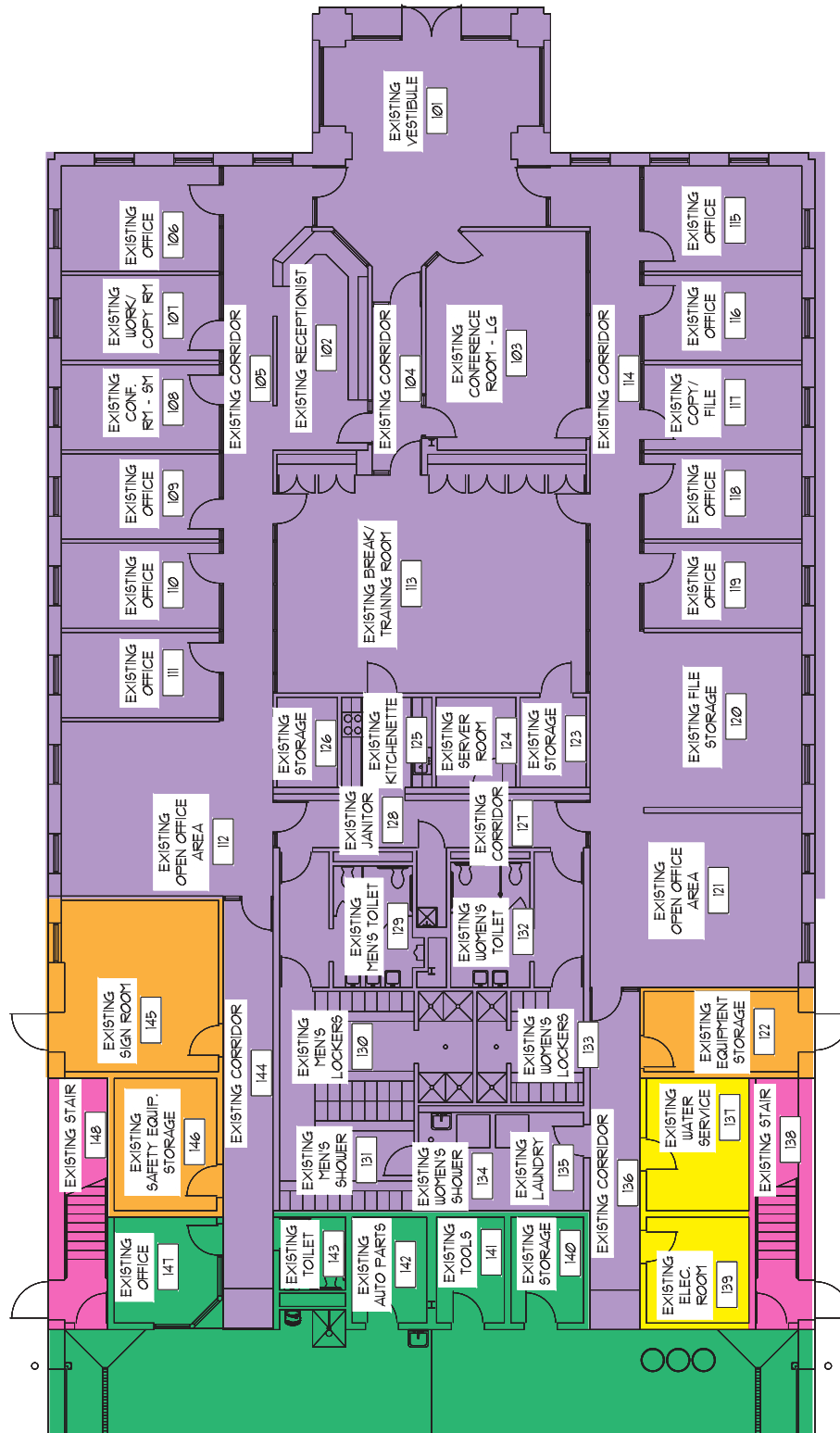
Completion Date:

Winter 2013



SECTION TWO: HIGHLIGHTED PROJECTS

City of Lockport
Public Works Space Needs Analysis



Existing Spatial Layout

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

City of Lockport: Public Works Space Needs Analysis

TRIA Architecture conducted a Space Needs Analysis of the City's current and future needs of their existing Public Works Facility (approx. 29,000 s.f.), as well as a Storage Facility (approx. 10,000 s.f.). The SNA of the City's existing facilities will be used to determine how the facilities can be renovated or expanded to accommodate current and future uses of the facilities.

Client:

City of Lockport
222 East 9th Street
Lockport, Illinois 60441

Project Size:

39,000 s.f (Existing)

Project Cost:

N/A

Completion Date:

In Progress

SPACE NEEDS ANALYSIS:

City of Lockport - Public Works Facility Division and Room Size Analysis

Division and Room Type:	Current S.F.:	Proposed S.F.:	Approved S.F.:	Notes:
Office Area:				
101 Existing Vestibule	451	451		
102 Existing Reception	189	189		
103 Existing Conference Room - Large	349	349		
106 Existing Office	169	169		
107 Existing Work/Copy Room	137	137		
108 Existing Conference Room - Small	137	137		
109 Existing Office	137	137		
110 Existing Office	137	137		
111 Existing Office	137	137		
112 Existing Open Office Area	280	280		
113 Existing Break/Training Room	728	728		
115 Existing Office	169	169		
116 Existing Office	137	137		
117 Existing Office	137	137		
118 Existing Office	137	137		
119 Existing Office	137	137		
120 Existing File Storage	281	281		
121 Existing Open Office Area	288	288		
123 Existing Storage	61	61		
124 Existing Server Room	76	76		
125 Existing Kitchenette	82	82		
126 Existing Storage	55	55		
128 Existing Janitor	23	23		
129 Existing Men's Toilet	104	104		
130 Existing Men's Lockers	300	300		
131 Existing Men's Shower	62	62		
132 Existing Women's Toilet	101	101		
133 Existing Women's Lockers	82	82		
134 Existing Women's Shower	34	34		
135 Existing Laundry	165	165		
Existing Corridors	1,460	1,460		
147 Existing Office	100	100		
Proposed File Storage				
Proposed Training Room				
Proposed Engine Room				
Proposed Open Office Area				

SPACE NEEDS ANALYSIS:

City of Lockport - Public Works Facility Division and Room Size Analysis

Division and Room Type:	Current S.F.:	Proposed S.F.:	Approved S.F.:	Notes:
Shop Area:				
122 Existing Equipment Storage	126	126		
145 Existing Sign Room	272	1500		
146 Existing Safety Equipment Storage	138	138		
Proposed Water Shop	0	1500		
Proposed Streets Shop	0	1500		Seating for 60 people plus kitchenette
Proposed Forestry Shop	0	1500		One new engineer
Division Sub-Total:	536	6264	0	
Fleet Maintenance:				
140 Existing Storage	78	500		
141 Existing Tools	73	500		
142 Existing Auto Parts	80	500		
143 Existing Toilet	49	49		
149 Existing Vehicle Repair Bays	2,886	4600		Three full size bays proposed
150 Existing Minor Maintenance Bay	603	0		

SPACE NEEDS ANALYSIS:

City of Lockport - Public Works Facility Division and Room Size Analysis

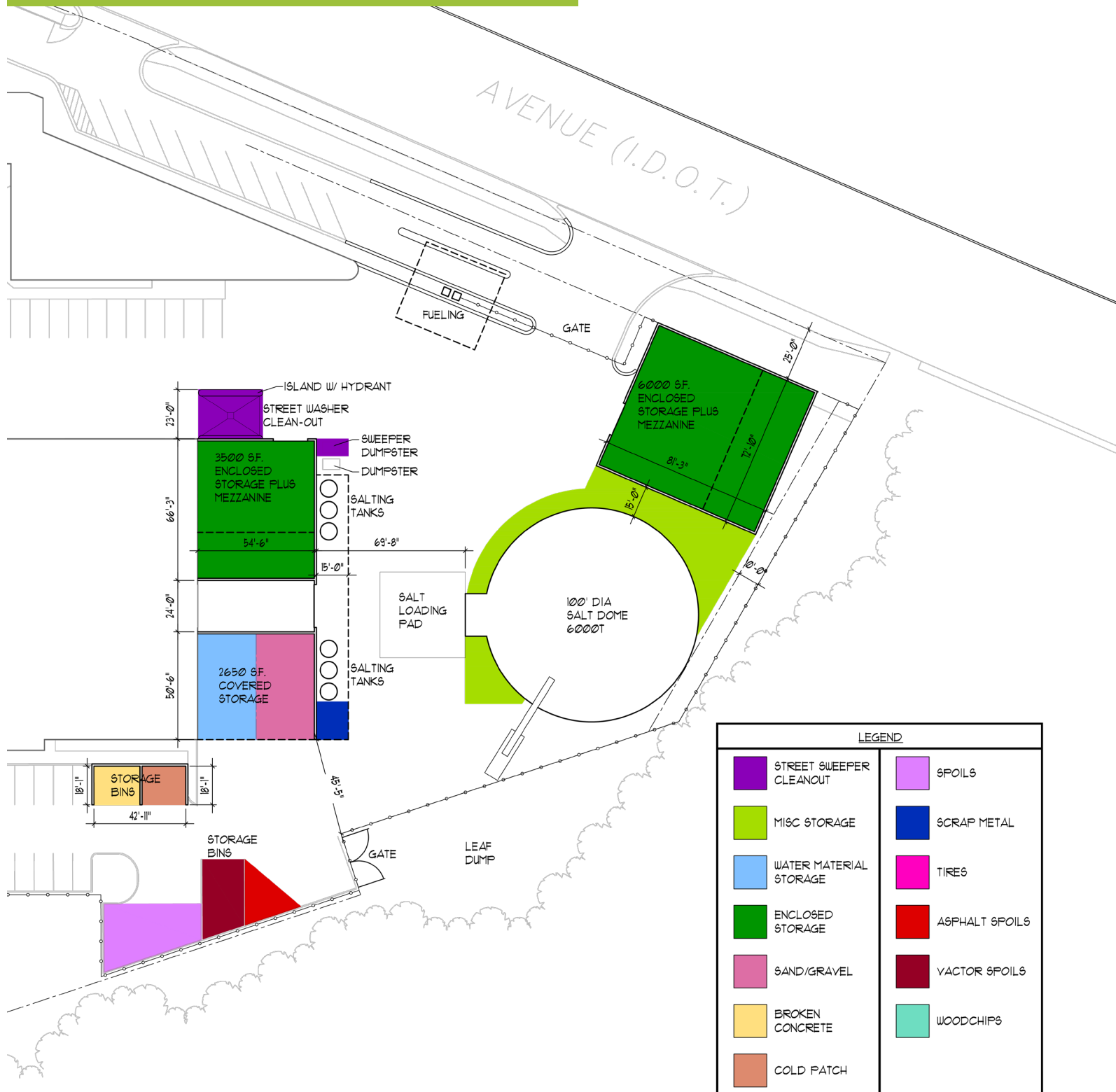
Division and Room Type:	Current S.F.:	Proposed S.F.:	Approved S.F.:	Notes:
Utilities:				
137 Existing Water Service	138	138		
139 Existing Electrical Room	110	110		
206 Mechanical Room	553	553		Mezzanine
Proposed Mechanical Space	0	1000		
Division Sub-Total:	801	1801	0	0
Sub-Total:	27,792	69508		
Gross S.F. Factor (8%):	2,223	3267		
Total Gross Building Square Footage:	30,015	72775		

Site:				
Salt Dome	60' diameter			
Fueling Island				
Parking	33 spaces			

SECTION THREE: KEY PERSONNEL & EXPERIENCE

Village of Niles

Master Plan for Public Services Campuses



Village of Niles: Master Plan for Public Services Campuses

The existing Village of Niles Public Services Campus (PSC) houses their public works facility which includes offices, vehicle storage, salt dome, brine tanks, fueling island, outside storage and material bins. Due to demolition of an old off-site public works storage building, the Village needed to consolidate the two public works sites at the PSC, as well as increase the amount of salt storage on site. The existing PSC site was very constricted to begin with, so they hired TRIA Architecture to complete an analysis on how they can maximize the use of their site. We came up with several options of additions and renovations to meet their needs and improve the flow of vehicle traffic within the site.

Client:

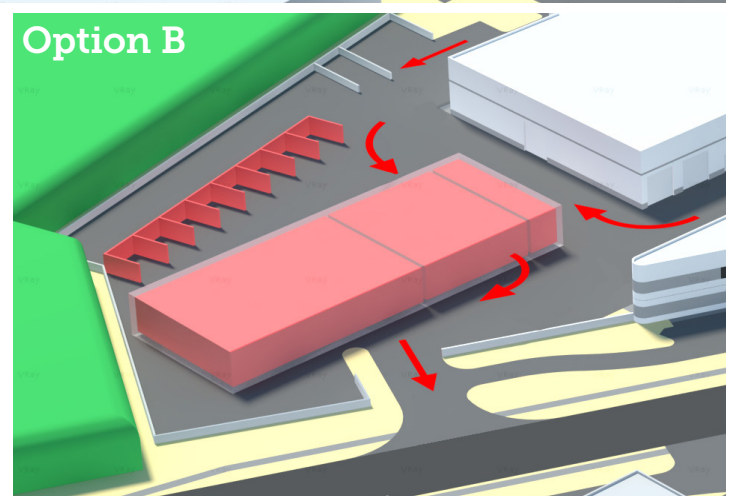
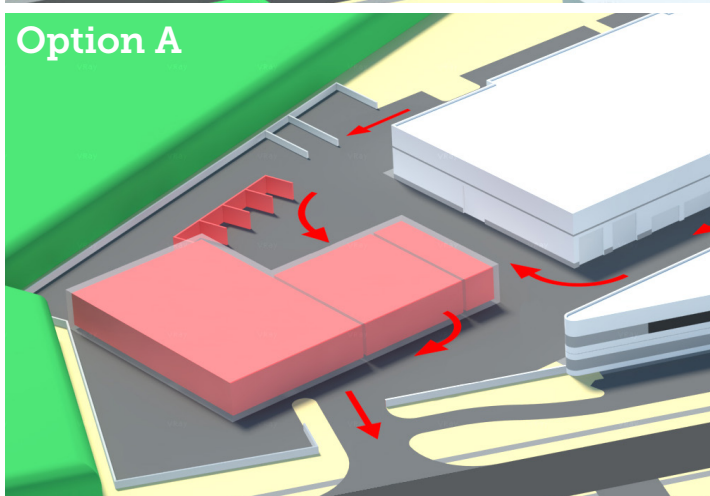
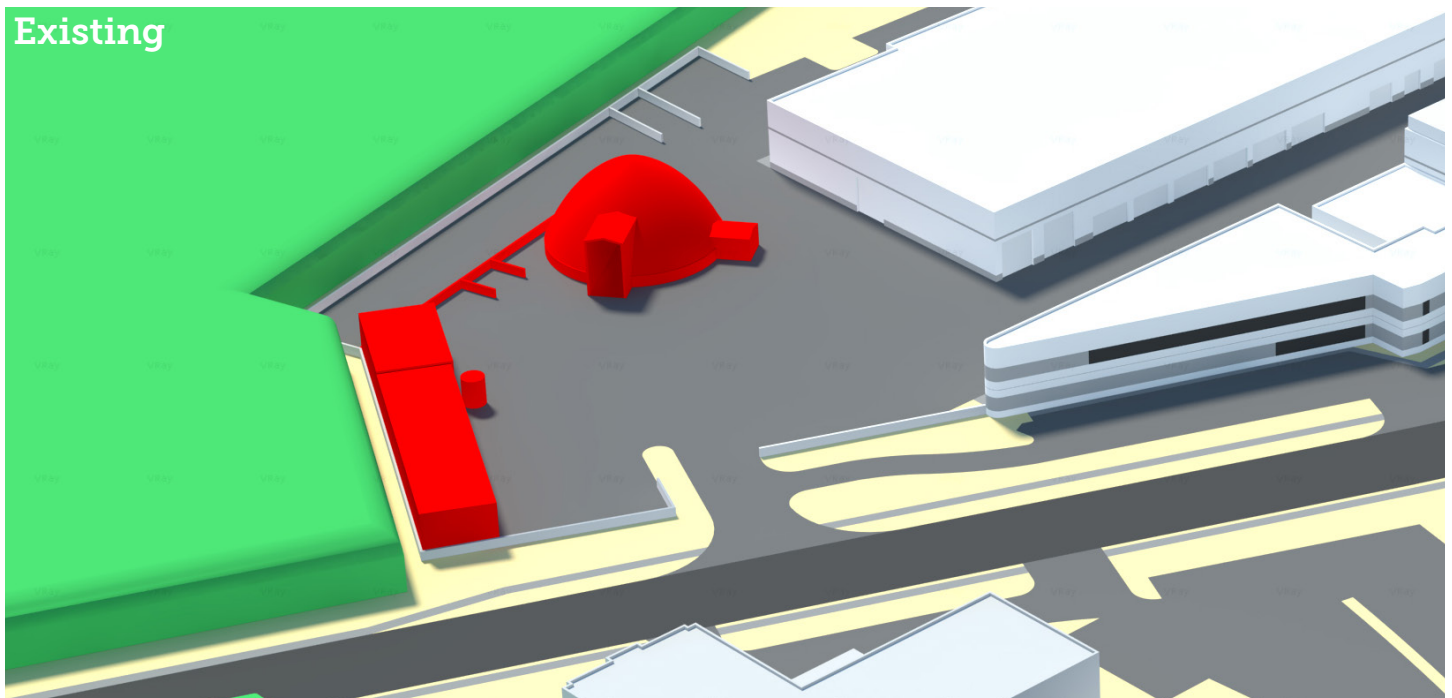
Village of Niles
1000 Civic Center Drive
Niles, Illinois 60714

Project Cost:

\$5,900,000 (Estimate)

Completion Date:

Summer 2017



TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

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Section Three:

KEY PERSONNEL & EXPERIENCE



3.1: Project Team



James A. Petrakos
AIA, LEED AP

Managing Principal

28+ Years of Experience

Master of Architecture /
Master of Science
(Civil Engineering)

As Co-Founder and Managing Principal, Jim will provide assistance with the project start-up procedures, by coordinating and negotiating Owner contracts and assisting in the selection of sub-consultants. Providing a constant resource for clients to address any questions or issues throughout a project, Jim will oversee the progress of any project to maintain a consistent time line that stays within budget. Jim has over twenty-eight years of public and private architecture experience with a specialization in project management as well as a dedication to client commitment.



Ronald E. McGrath
AIA, LEED AP

Project Principal

28+ Years of Experience

Master of Architecture

One of three Co-Founders and Principal Architect of TRIA Architecture, From the initial walk-through to completion, Ron will provide constant coordination between himself, key stakeholders, and any in-house staff involved with the project. With many years of public and private architectural experience, Ron has a strong understanding of the importance of providing exceptional service that stays well within a client's budget.



Jorge Ortiz

Associate Principal
Project Manager

25+ Years of Experience

Bachelor of Arts and
Architecture

As the "boots on the ground", Jorge will provide daily coordination for any potential project that may need to be addressed. His services include proposing solutions and producing potential drawings for bidding and construction. Through the coordination of sub-consultants as well as in-house staff, Jorge will provide consistent construction observation with assistance and direction from the Project Principal when his services are required.



Nancy Sander
NCIDQ, LEED AP

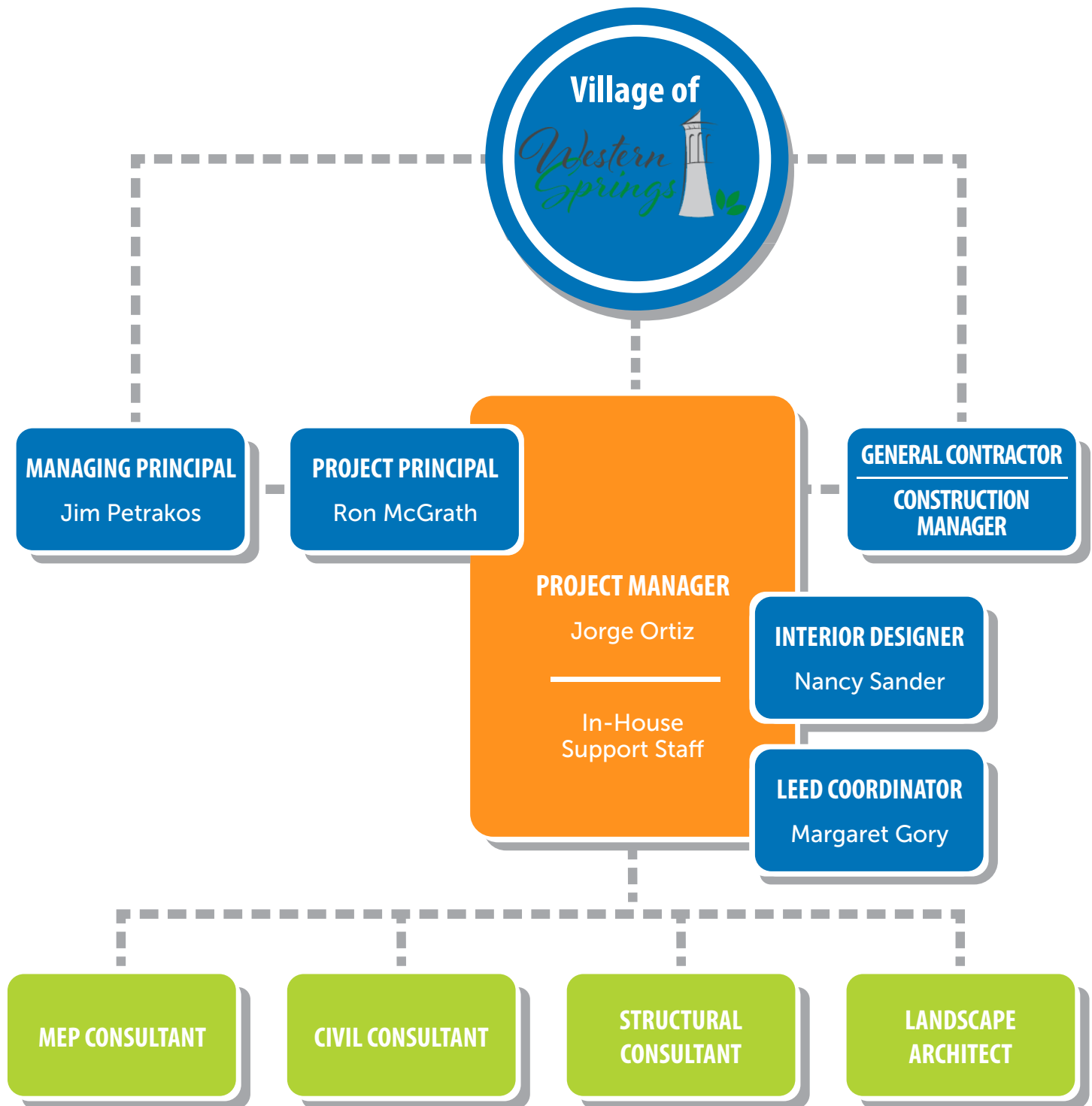
Interior Designer

27+ Years of Experience

Bachelors of Science in
Interior Design

Nancy's primary responsibilities will include design with reference to space planning, lighting plans, furniture layout, and finish selections. In addition, Nancy will be responsible for specification and bidding of furniture, finish selections and construction administration, as needed. Nancy has experience in every aspect of the design process and brings a versatile skill set that makes every project shine!

3.2: Project Team Organization



3.3: Project Team Resumes

(As Follows)



Experience:

20 Years with TRIA Architecture
8 Years with Other

Education:

Bachelor of Science in
Architectural Studies, 1993,
University of Illinois at
Urbana-Champaign

Masters of Architecture /
Master of Science
(Civil Engineering), 1997,
University of Illinois at
Urbana-Champaign

License:

Illinois
License No. 001.017328

Affiliations:

American Institute of Architects
(AIA)

U.S. Green Building Council
(USGBC) - LEED AP

International Institute of Building
Enclosure Consultants (IIBEC)

Illinois Association of School Boards
(IASB)

Illinois Association of School
Administrators (IASA)

South Suburban School Business
Officials (SSSBO)

Will County School Business
Officials (WILCO)

Community Involvement:

Former City of Lockport Alderman

Former AIA, Northeastern Illinois
Chapter Board Member

Former IASBO Service Associate
Advisory Committee Member

Former Boy Scouts of America
Rainbow Council Board Member

James A. Petrakos, AIA, LEED AP

Managing Principal, Director of Business Development

Jim has over twenty eight years of public and private architectural experience managing projects ranging from \$7,400,000 outdoor amphitheaters to \$50,000,000 additions and renovations. With a dedication to client commitment he is the client liaison and assists clients with project start-up procedures, the selection of sub-consultants, and the overall coordination and negotiation of Owner contracts. Apart from his role with TRIA Architecture, Jim also served as an Alderman for the City of Lockport from 2015 through 2019.

Highlighted Projects

Village of Homer Glen

- New Village Hall
- Heritage Park - Active Core
- Heritage Park - Master plan
- Village Hall Space Needs Assessment

Village of New Lenox

- Public Works Space Needs Assessment
- New Public Works Facility
- New Metra Station

Village of Shorewood

- New Public Works Facility
- Public Works Space Needs Assessment
- New Recreation Center Space Needs Assessment

City of Lockport

- City Hall Space Needs Assessment
- Public Works Space Needs Assessment
- New Public Works Addition

City of Palos Hills

- New Public Works Facility

Village of Lombard

- New Public Works Site Maintenance Facility

City of Darien

- Public Works Master Plan
- Public Works Facility Assessment
- New Police Garage

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.



Experience:

20 Years with TRIA Architecture
8 Years with Other

Education:

Bachelor of Science in
Architectural Studies, 1993,
University of Illinois at
Urbana-Champaign

Masters of Architecture , 1995,
Washington University
St. Louis, Missouri

License:

Illinois
License No. 001.018019

Affiliations:

American Institute of Architects
(AIA)

National Council of Architectural
Registration Boards (NCARB)

U.S. Green Building Council
(USGBC) - LEED AP

American Public Works Association
(APWA)

International Institute of Building
Enclosure Consultants (IIBEC)

Illinois Association of Park Districts
(IAPD)

Illinois City/County Management
Association (ILCMA)

Capital Development Board (CDB)

Will County Governmental League
(WCGL)

Publications:

"Maintenance issues: Why do we
need an architect?",
December 2009 ILCMA Newsletter

Ronald E. McGrath, AIA, LEED AP

Project Principal, Director of Governmental Design

With over twenty eight years of architectural experience managing projects ranging from \$15,000,000 public works buildings to \$20,000,000 new manufacturing facilities, Ron has a strong understanding of the architectural process and its importance when developing a successful project. Apart from being one of three Co-Founders and Principal Architects, Ron is also TRIA Architecture's in-house roofing expert and primary facility assessment administrator.

Highlighted Projects

Village of Westchester

- Village Hall Space Needs Assessment
- Public Works Facility Assessment
- Fire Station renovation

City of Lockport

- City Hall Space Needs Assessment
- Public Works Space Needs Assessment
- New Public Works Addition

Village of Shorewood

- New Public Works Facility
- Public Works Space Needs Assessment
- New Recreation Center Space Needs Assessment
- New Police Station - Space Needs Analysis

Village of New Lenox

- New Public Works Facility
- New Metra Station
- Public Works Space Needs Assessment

City of Darien

- Public Works Master Plan
- Public Works Facility Assessment

Village of Homer Glen

- New Village Hall
- Heritage Park - Active Core
- Heritage Park - Master plan
- Village Hall Space Needs Assessment



Experience:

9 Years with TRIA Architecture
16 Years with Other

Education:

Bachelor of Arts and
Architecture, 1998,
University of Illinois at Chicago

Affiliations:

American Public Works Association
(APWA)

International Institute of Building
Enclosure Consultants (IIBEC)

Illinois City/County Management
Association (ILCMA)

Capital Development Board (CDB)

Will County Governmental League
(WCGL)

Illinois Association of Park Districts
(IAPD)

Community Involvement:

Former Soccer Coach at St. Charles
East High School and West Chicago
High School

Jorge Ortiz

Project Manager, Associate Principal

Working as an architect for over twenty five years, Jorge has a wide range of experience working on various project including renovations, additions, and new buildings. Putting the client's needs first he is always readily available as project manager to assist with any issues that may arise throughout a project. Under supervision of the project principal, Jorge provides constant coordination with in-house staff throughout the life cycle of a project.

Highlighted Projects

Village of Shorewood

- Public Works Facility - Space Needs Analysis
- New Public Works Facility

City of Palos Heights

- City Hall Renovations

Village of Homer Glen

- New Village Hall and Community Center
- Heritage Park - Master Plan
- Heritage Park - Active Core

Village of Lemont

- Building Department and Finance Renovations
- Village Hall Renovations

Village of New Lenox

- New Metra Train Station

City of Palos Hills

- New Public Works Facility

City of Lockport

- Public Works Addition



Experience:

7 Years with TRIA Architecture
20 Years with Other

Education:

Bachelor of Science in Interior
Design, 1997,
Southern Illinois University -
Carbondale

Affiliations:

National Council for Interior Design
Qualification (NCIDQ)

U.S. Green Building Council
(USGBC) - LEED AP

Nancy Sander, NCIDQ, LEED AP

Interior Designer

With over twenty seven years of experience in Commercial and Corporate Design, Nancy brings a versatile skill set that will make any project shine! Her interior design experience includes everything from concept designs to signage packages, and much more. She has experience in every aspect of the design process from programing and information gathering to working with contractors during the design process.

Highlighted Projects

Village of Lemont

- Building Department and Finance Renovations
- Village Hall Renovations

City of Palos Heights

- City Hall Renovations

Village of Park Forest

- Village Hall Renovations

Fountaindale Public Library

- Facility Assessment

Village of New Lenox

- New Metra Train Station

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Section Four:
**PROJECT
APPROACH**



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graph LR
    A[KICK OFF MEETING] --> B[FACILITY SURVEYS]
    B --> C[COMPILE DATA]
    C --> D[CLIENT REVIEW MEETING]
    D --> E[REVISIONS]
    E --> F[MASTER FACILITY PLAN]
  
```

KICK OFF MEETING

FACILITY SURVEYS

COMPILE DATA

CLIENT REVIEW MEETING

REVISIONS

MASTER FACILITY PLAN

Once a contract for services has been initiated, we will schedule a Kick-Off Meeting to further discuss the project scope, schedule, and any special concerns.

During this process our team will thoroughly investigate each space in the facility and document any current or potential space issues. We will survey the staff and end users to determine the current and future needs in each space. (Exhibit A)

Once our Team has completed the Facility Survey phase, we will begin working to compile and organize the data (Exhibit B) while working on accurate estimations for the cost of renovations (Exhibit C) which will provide the initial ground work for the Space Needs Analysis and Master Planning.

(Exhibit A - Figure 2)

[illegible]

Division:	Patrol and Investigations			
Room:	Investigation - Detectives Office (13)		Equipment:	Cable Connections
Occupants:	(13) Investigators		Inventory:	CCTV Connections
				Internet Access
				(1) Fax Machine
				(1) Meeting Table
Area:	Existing	397		(1) Network Printer
	Proposed	1560		(13) Computers
	Approved	1560		(13) Telephones
	Difference	1163		
Floor Level:	2			WS-3:
Room Type:	WS3			(13) Desks
				(13) Linear File Cabinets
Room Adjacencies:	Detective Sergeant's Office			(13) Taxis Chairs
	Detective Lieutenant's Office			(13) Visitor Chairs - 1 per Cubicle
				(13) Wardrobe Units
Finishes/ Materials:	Flooring	Carpet	Security Level:	Medium
	Ceiling	Gypsum		
	Walls	Paint	Security Notes:	(1) Lockable Door
	Doors	Wood		
Notes:	Other		Finishes Examples:	Flooring - Carpet, wood, epoxy, tile Ceiling - Exposed SAT, Gypsum Walls - Paint, tile Doors - Metal, wood
	24 x 64 open bay with (13) 8-ft cubicles			

(Exhibit B)

Division and Room Type:	Current S.F.:	YH S.F.:	Proposed S.F.:	Notes:
Shop Area:				
Mezzanine	1446	8426	8426	
Water Shop	1490	1540	1550	
Streets Shop	2024	1540	1550	
Parks Shop	0	1540	1550	existing in shared space with vehicle storage
Sign Shop	1504	1555	1550	
Misc Shop	0	1540	1550	
Fabrication Shop	0	0	2500	existing is in vehicle maintenance area
Elevator	0	70	70	
Elevator Equipment	0	84	84	
Stairs (2)	0	157	160	
Division Sub-Total:	6463	16432	16556	
Fleet Maintenance:				
Maintenance Bays	4183	5234	5250	4 bays, 1 drive thru
Lubricant Storage Room	0	507	500	
Tire Storage Room	0	521	525	
Maintenance Manager	0	196	200	
Toilet	180	55	55	
Wash Bay	0	1258	1250	existing is in vehicle storage area
Parts Storage	536	481	550	
Division Sub-Total:	4878	6252	6380	
Fleet Storage:				
Interior Vehicle Storage	17225	48219	48250	
Division Sub-Total:	17225	48219	48250	

(Exhibit C)

Manufacturer	Model	Description	Length	Width	Plow	Spreader	Parking Space Quantities				Notes
							Type A 8'x10'	Type B 10'x21'	Type C 12'x32'	Type D 12'x36'	
Komatsu	300HBA	Forklift	12'-6"	3'-6"	N	N		1			
		Dave Monroe	12'	8'	N	N		1			
RWM/Spaulding	2TD	Hot Patcher	13'	7'-6"	N	N		1			Currently Stored Outside
Solar Tech	530953	Arrow Board	8'-8"	8'	N	N		1			Currently Stored Outside
	L508-01	Light Plant	15'	5'	N	N		1			
Ford	Escape	JULIE Vehicle	10'	7'	N	N		1			
Ingersoll-Rand		Light Source	16'-6"	8'	N	N		1			
Peterbilt	348	Plow/Dump Truck	24'-10"	11'	Y	Y			1		
International	7400	Plow/Dump Truck	24'-10"	11'	Y	Y			1		Currently Stored Outside
International	7400	Plow/Dump Truck	24'-10"	11'	Y	Y			1		
International	4900-482	Plow/Dump Truck	24'-10"	11'	Y	Y			1		Currently Stored Outside
Peterbilt	348	Plow/Dump/Heck Truck	24'-10"	11'	Y	Y			1		
International	7400-SFA	Plow/Dump Truck	27'	11'	Y	Y			1		

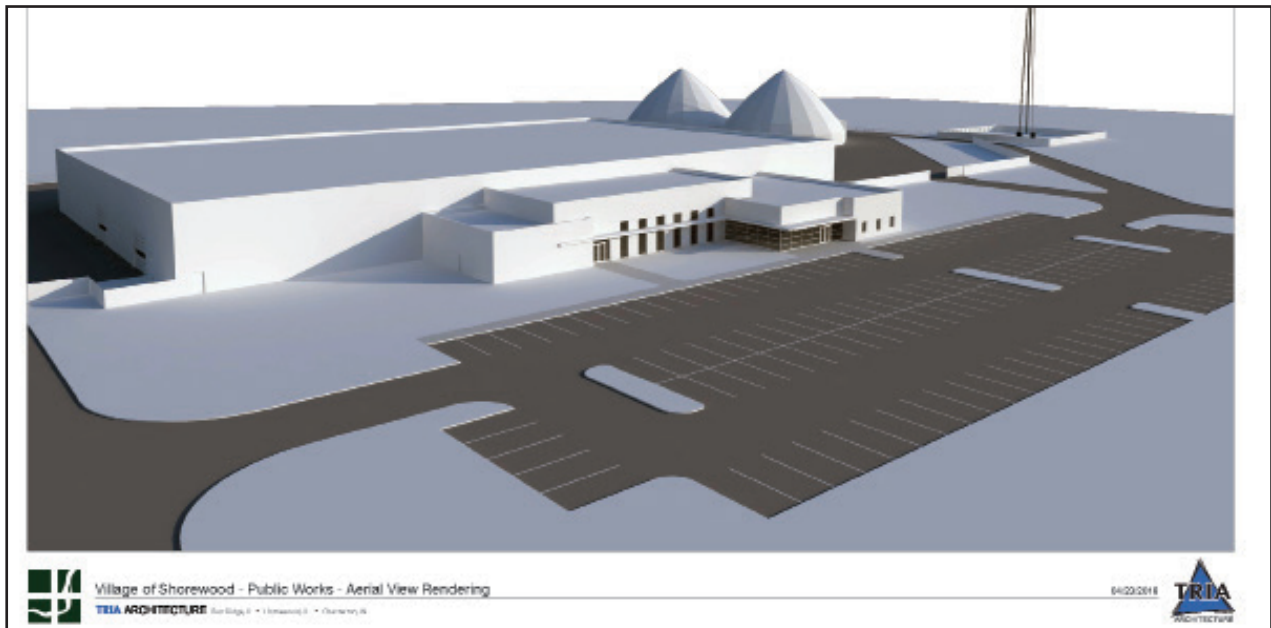
Client Review & Revisions:

During the initial Kick-Off Meeting we will establish a date for Client Review Meetings where we will present a preliminary draft to Administrative staff followed by a meeting with the Board for their input. We take the initial opportunity to work with Administration to review our documents in order to provide any revisions or suggestions that will assist in the preparation of a draft submittal for the Board. We will typically schedule our meeting with Administrative staff two weeks prior to the next schedule Board meeting to allow time to make any detailed revisions.

Space Needs Analysis & Master Planning Report:

After we have received input and direction from the Board and Administration, we will proceed to make any additional site visits in order to complete any revisions and refine other portions of the report. Once our report has been completed we will then organize all of our data into a Space Needs Analysis and Master Facility Plan (Exhibit D) based upon current s.f. and layout, proposed s.f. and layout, and estimated costs of construction.

The final step of this process consists of assembling all surveys, reports, and additional documents into a tabloid sized booklet(s) as well as a digital format. This will serve as the final deliverable which will then be presented to the board at their next scheduled meeting.



(Exhibit D)

4.2: Approach to Cost Estimating

Our staff is constantly being updated on existing and trending construction products to maintain their knowledge on product and labor costs through weekly meetings with vendors, attendance at conferences, and their own due diligence while working through their current and upcoming projects.

Once within the design phases of a project, our staff will continually check project estimates against the budget through-out the design phases. To further ensure an accurate estimation of construction, we will engage the assistance of a professional estimator at key milestones to confirm that the project will maintain its budget while there is still time to make adjustments if necessary.

4.3: Process for Investigating & Qualifying Bidders

TRIA Architecture is well versed in the bidding process and investigating bidders to ensure they are qualified and properly equipped to satisfactorily complete a project. Through bid evaluations, reference checks, and background checks we ensure you always receive the best possible fit.

Bid Evaluations

The information we retrieve regarding contractors during an evaluation includes whether their previous bids were received on time, whether they attended the required walkthroughs, did they present the required paperwork throughout a project, the total cost of previous projects, and if the scope of the work is covered on previous projects.

Reference Checks

When pursuing a reference check we have standardized questions used which include checking that the scope of work of a referenced project was met, whether the project was completed on time and on budget, if there were any issues during construction and how were they resolved, and if they would hire that particular firm again. We contact a minimum of three references and attempt to reach out to applicable industry contacts prior to making a recommendation.

Background Checks

We use a specific process of requesting and researching the backgrounds of our potential bidders by use of various public domain databases. Our process goes above and beyond the scope of regular background checks, which ultimately reinforces our assurance to our Client that they will always receive the best contractor for their project.

“
**We want our clients to
make decisions that they
feel comfortable with.**”

4.4: Sustainability Initiative

TRIA Architecture understands the importance of the built environment and its effect on the world in which we live. The role of Architect includes the responsibility of leadership in the movement towards more environmentally and socially responsible buildings.

"Green" buildings provide benefits from the physical (improved work environments, healthier air quality, reduction in harmful emissions) to the financial (reduced energy costs, more efficient work force) in addition to the global and community benefits most commonly associated with them. TRIA Architecture works with each client to investigate what environmental initiatives can effectively be incorporated into the project and will provide the most physical and financial benefit to the client, the users, and the community.



LEED for New Construction				Oak Lawn Bank and Trust	
Registered Project Checklist					
18	8	Sustainable Sites	Possible Points: 26	Materials and Resources, Continued	
Y	N	Prereq 1	Construction Activity Pollution Prevention	1	1
1		Credit 1	Site Selection	2	2
5		Credit 2	Development Density and Community Connectivity	1	1
1		Credit 3	Brownfield Redevelopment	1	1
6		Credit 4.1	Alternative Transportation—Public Transportation Access	1	1
1		Credit 4.2	Alternative Transportation—Bicycle Storage and Changing Rooms	1	1
3		Credit 4.3	Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles	1	1
2		Credit 4.4	Alternative Transportation—Parking Capacity	1	1
1		Credit 5.1	Site Development—Protect or Restore Habitat	1	1
1		Credit 5.2	Site Development—Maximize Open Space	1	1
1		Credit 6.1	Stormwater Design—Quantity Control	1	1
1		Credit 6.2	Stormwater Design—Quality Control	1	1
1		Credit 7.1	Heat Island Effect—Non-roof	1	1
1		Credit 7.2	Heat Island Effect—Roof	1	1
1		Credit 8	Light Pollution Reduction	1	1
6	4	Water Efficiency	Possible Points: 10	Indoor Environmental Quality	
Y		Prereq 1	Water Use Reduction—20% Reduction	1	1
2	2	Credit 1	Water Efficient Landscaping	1	1
2		Credit 2	Innovative Wastewater Technologies	1	1
4		Credit 3	Water Use Reduction	1	1
6	29	Energy and Atmosphere	Possible Points: 35	Innovation and Design Process	
Y		Prereq 1	Fundamental Commissioning of Building Energy Systems	1	1
Y		Prereq 2	Minimum Energy Performance	1	1
Y		Prereq 3	Fundamental Refrigerant Management	1	1
4	15	Credit 1	Optimize Energy Performance	1	1
7		Credit 2	On-Site Renewable Energy	1	1
2		Credit 3	Enhanced Commissioning	1	1
2		Credit 4	Enhanced Refrigerant Management	1	1
3		Credit 5	Measurement and Verification	1	1
2		Credit 6	Green Power	1	1
6	6	Materials and Resources	Possible Points: 14	Regional Priority Credits	
Y		Prereq 1	Storage and Collection of Recyclables	1	1
3		Credit 1.1	Building Reuse—Maintain Existing Walls, Floors, and Roof	1	1
1		Credit 1.2	Building Reuse—Maintain 50% of Interior Non-Structural Elements	1	1
2		Credit 2	Construction Waste Management	1	1
2		Credit 3	Materials Reuse	1	1
55	53	2	Total	Possible Points: 110	

TRIA Architecture recently completed a 28,500 gross S.F., three-story bank in Oak Lawn, Illinois that has received LEED Silver Certification.



LEED
LEADERSHIP IN ENERGY & ENVIRONMENTAL DESIGN

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

4.5: Inception to Owner Acceptance: Methodology

The methodology TRIA Architecture uses in conducting a project from inception to Owner acceptance revolves around our commitment to service and placing all emphasis on our client and their needs. We rely on two main components of our Project Approach: **Tailored Project Teams and Seven Project Phases**, to ensure an efficient and budget conscious end product. Once we have been accepted as your Municipal Architect, we would initiate a Kick-Off Meeting with staff to further discuss any project(s) in more detail with regards to scope, budget, scheduling, and any restrictions.

Tailored Project Team

Our proposed project team will consist of a personally tailored group that fits appropriately with your needs led by Project Principal, Ron McGrath, AIA, LEED AP. Ron, will handle all the “big picture” items through providing consistent management and supervision throughout each potential project as the Municipality’s main point of contact.

Ron will be supported by our Project Manager, Jorge Ortiz whose primary duties will consist of supporting Ron by: providing daily project coordination, serving as main line of communication between the Municipality and potential contractors, managing in-house design staff and consultants, and ultimately serving as the Municipality’s “Boots on the Ground” for any and all future projects.

Depending on what stage your project may be in, we expect either Ron or Jorge Ortiz to devote 40% to 90% of their daily time to any particular project and ultimately address any of the requested scope of services of your Municipality, including:

- Attendance to meetings with Municipality administrative staff
- Development of preliminary drafts of the project program for Municipality review and comment
- Municipality budgetary and funding consultations
- Project scheduling consultations
- Project scope of work and needs consultations

7 Project Phases

With every project being different, so too will be the scope of services and overall time line of the project. We will establish the best plan of action during an initial Kick-Off meeting for each and every future project and will discuss which project phases will be needed for successful completion. We will not proceed from one phase to the next on any project without the Municipality signing off to ensure that you have a complete understanding of the project’s progress and scope of work. Provided is a brief description of each phase to give a further understanding of our architectural process.



Project Kickoff/Facility Study

This is the information gathering process which we start long before being accepted as a Municipality’s architect by doing our own research of the Municipality and it’s Community. Upon being awarded the contract, we will establish an initial meeting(s) to get a better understanding of the scope, needs, budget and restrictions of the Municipality by meeting with the Board, Administration, Staff, Community, and key stakeholders.

Many times your project requires a Space Needs Analysis or a Facility Assessment prior to making any major decisions. TRIA Architecture will assist you with all of the up-front reports needed to make rational decisions for the future of your facility.

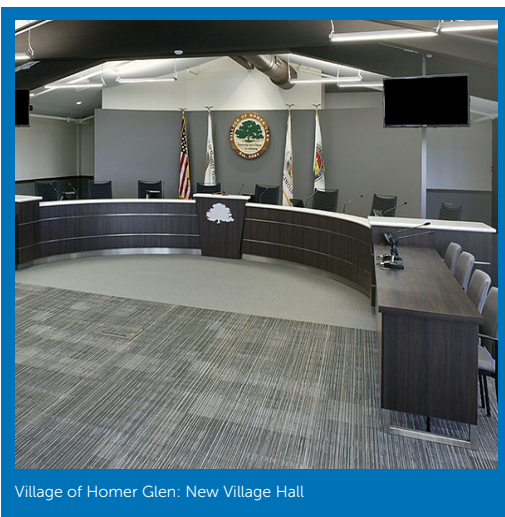
If your project involves remodeling or an addition to an existing building, you will require a record of the current conditions. Should no plans exist, we will field measure and create a CAD drawing that will be used as a base for the new project(s) to develop economical options that fulfill the goals produced during the Project Kickoff.

Schematic Design

Schematic design typically begins with rough sketches, floor plan studies, and/or quick models. Several meetings are typical during this phase to make decisions and determine a design direction. At the end of this phase one design option will be selected to proceed with into the remainder of the design process.

Design Development

During this phase, the broad strokes from the Schematic Design phase are fine-tuned such as the size of various rooms and spaces, the final envisioned look of the project, the exterior and interior materials, and the determination of the project's systems. We will also coordinate the work of any engineering consultants, implementing their drawings into the overall design of the project.



Village of Homer Glen: New Village Hall

Construction Documentation

This phase involves adding the detail and technical information to the design documents. Although some design meetings may still be required during this phase, it is primarily a time for the Architect and Consultants, if any, to work through the technical aspects of the project. This will be the final set of drawings issued in order to obtain pricing from contractors and receive permit approval.

Bidding and Negotiation

TRIA Architecture will facilitate communication during the bidding process to help the Municipality compare qualifications of interested contractors. We will set up a pre-bid meeting and answer all questions to ensure an equal and competitive bidding environment. Once the bids are received we will open, organize and evaluate all bids and provide a letter of recommendation to the Municipality.

Construction Administration and Observation

Initially we will set up a pre-construction meeting to begin to develop a relationship with the awarded contractor to ensure that they have all the information needed to proceed with the project. From the onset of the project we will continually work on building a strong working relationship with the selected contractor and encourage open lines of communication while observing the development of the project.

Project Closeout

Once the project nears its end, we work with the Contractor to ensure the project is fully completed. At this time, we will also complete a punch list with the Owner to document any deficiencies in the construction. Once the punch list is completed by the Contractor, we submit the proper documentation to our Client for their approval. As stated in our Letter of Intent we are there for you from the beginning to the end, from "the first nut, to the last bolt".

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Section Five:
**CLIENT
REFERENCES**



Village of New Lenox



Village of New Lenox - New Public Works Facility

Mayor Tim Baldermann

815.462.6425

Mr. Kurt Carroll

Village Administrator
815.462.6410

Highlighted Projects

- Public Works Facility Space Needs Analysis
- New Public Works Facility
- New Metra Station
- New Waste Water Treatment Plant

Village of Westchester



Mr. Barry Krumstok

Village Manager
708.345.0020

Mr. John Schwarz

Assistant Village Manager
708.345.0020

Highlighted Projects

- Public Works Facility Space Needs Analysis
- Village Hall Space Needs Analysis
- Police Department Space Needs Analysis
- New Public Works Facility
- Fire Station Renovations

Village of Shorewood



Village of Shorewood - New Public Works Facility

Mr. Aaron Kilma

Village Administrator
815.741.7705

Mr. Noriel Noriega

Public Works Director
815.553.2323

Mr. Chris Drey
(Previous Public Works Director)

Public Works Director (Village of Romeoville)
815.378.4061

Highlighted Projects

- Public Works Facility Space Needs Analysis
- New Public Works Facility
- Police Space Needs Analysis
- New Rec Center Space Needs Analysis

Village of Homer Glen



Mayor Christina Neitzke-Troi

Mayor
708.301.0632

(Former) Mayor George Yukich

708.548.3268

Highlighted Projects

- Facility Assessment
- Village Hall
- Village Green and Amphitheater

Village of Lombard



Village of Lombard - Public Works - Public Works Garage Addition

Mr. Scott Niehaus

Village Manager
630.620.5712

Mr. Carl Goldsmith

Public Works Director
630.620.5740

Mr. Tom Ellis

Operations Superintendent
630.620.5740

Highlighted Projects

- Public Works Garage Addition
- Salt Operations Center

City of Palos Hills



City of Palos Hills - New Public Works Facility

Mayor Jerry Bennett

708.598.3400

Mr. Nick Oeffling

Commissioner, Public Works / Water Sewer
708.598.3400
ext. 1111

Highlighted Projects

- New Public Works Facility

Village of Burr Ridge



Mr. David Preissig PE

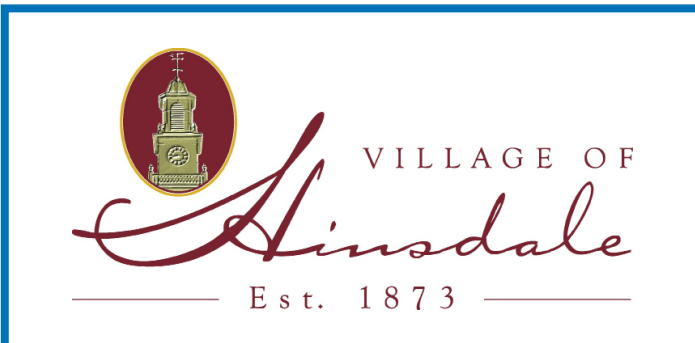
Director of Public Works
/ Village Engineer

630.654.8181
ext. 6000

Highlighted Projects

- Rustic Acres Structural Assessment
- Public Works Space Needs Assessment
- Dias Handicap Ramp

Village of Hinsdale



Mr. George Peluso

Director of Public Services and Engineering

630.789.7000

Highlighted Projects

- Public Works Yard Reconfiguration

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Section Six:

CONTRACT & FEES



Due to confidentiality concerns, TRIA Architecture kindly asks that you refer to the separate sealed envelope attached for additional information.

We appreciate your understanding.



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901 McClintock Dr. Suite 100
Burr Ridge, Illinois 60527

630.455.4500
TRIAArchitecture.com



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 11.A.

To: Board of Trustees

From: Ashlee Jasutis, Deputy Director of Law Enforcement Services, Sean Gilhooley, Director of Law Enforcement Services

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk

RE: Stray Animal Partnership-Based Services Agreement with the Hinsdale Humane Society

Recommendation

The Public Health and Safety Committee reviewed this item at their meeting on May 7, 2025 and recommended the approval of the Stray Animal Services Agreement with the Hinsdale Humane Society.

Summary

The Hinsdale Humane Society (HHS) provides the Village of Western Springs with a service that focuses on stray animals discovered within the Village. Services include the storage and care of stray animals, veterinary services, pet rescue services, and the preparation of the animals for adoption services, if necessary.

The Village pays the Humane Society based upon the number of animals brought to HHS, which is a flat fee of \$385 per animal. In addition, HHS will not release an animal impounded into the custody of any resident of the Village until such resident has purchased a license for said animal and has paid any impoundment fee or other HHS fees or charges that HHS would otherwise charge to the Village. Impounded animals shall not be released by HHS until all Village fees and charges assessed to the owner of the impounded animal are paid to the Village and proof of payment has been provided to HHS by the owner.

This agreement serves as a partnership-based contract endeavoring to support the residents, pets, and municipal services of Western Springs.

Financial Impact

Flat Fee of \$385.00 per animal. An annual rate increase will go into effect on April 1, 2026, and for each subsequent year of the Agreement. The amount of the increase will be 3.5% to stay in line with inflation and cost escalation.

Recommended Motion

I move approve the Stray Animal Services Agreement with the Hinsdale Humane Society.

Strategic Plan Alignment

None.

File Attachments

1. Hinsdale Humane Society - Resolution No. 25-_____ re Stray Animal Services Agreement WS (Term_ 4.1.2025 to 3.31.2026 with renewal and 30 day cancellati
2. Hinsdale Humane Society - Stray Animal Services Agreement WS (Term_ 4.1.2025 to 3.31.2026 & Auto Renewal 1 YR w_ 60 day cancellation) (final clean ver

DRAFT 4.15.2025

RESOLUTION NO. 25-

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

DATE: May 19, 2025.

OTHER: None.

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A STRAY ANIMAL
PARTNERSHIP-BASED SERVICES AGREEMENT
WITH THE HINSDALE HUMANE SOCIETY FOR THE
PROVISION OF STRAY ANIMAL SERVICES.**

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village Board”) and the Hinsdale Humane Society (“HHS”), a not-for-profit corporation incorporated in the State of Illinois, desire to enter into an agreement entitled “Stray Animal Partnership-Based Services Agreement,” a copy of which is attached hereto as **Exhibit “A”** and made a part hereof (the “Agreement”); and

WHEREAS, HHS provides animal shelter services in the vicinity of the Village of Western Springs (“Village”) and has previously worked with the Village to house and care for stray animals found in the Village until reunification with their owners or until other arrangements can be made; and

WHEREAS, the Village and HHS formalized their working relationship in 2023 through an agreement for stray animal services and desire to extend this working relationship, and, as provided in the Agreement, the Village will continue to reimburse HHS for the provision of stray animal services to the Village on a per-animal, as-needed basis; and

WHEREAS, at an open public meeting held on May 7, 2025, the Village’s Public Health and Safety Committee (“Committee”) reviewed and discussed the Agreement and received input from the Village staff and provided an opportunity for public input, and then the Committee recommended that the Village Board approve and enter into the Agreement; and

WHEREAS, at open public meetings held on May 12, 2025 and May 19, 2025, the President and Board of Trustees of the Village reviewed and discussed the Agreement, and the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input. At its May 19, 2025 meeting, the President and Board of Trustees of the Village of Western Springs accepted the Committee’s recommendation to approve and enter into the Agreement; and

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

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

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

SECTION 2. Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village approve and authorize the execution of the Agreement, substantially in the form attached hereto as **Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and further authorize and direct the President and Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3. Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village's financial obligations under the Agreement, and also authorize and direct the Village Manager, the Director of Law Enforcement Services (Police Chief) and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the Agreement.

SECTION 4. Delivery of Certified Copy of Resolution, Executed Agreement and Other Signed Documents. The President and Board of Trustees of the Village direct the Village Clerk's Office to place a certified copy of this Resolution and the executed Agreement on file in the Office of the Village Clerk of the Village of Western Springs and to forward a certified copy of this Resolution and an executed copy of the Agreement to HHS for record retention purposes.

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 19th day of May, 2025, and approved by me as Village President on the same day, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "A"

Stray Animal Partnership-Based Services Agreement

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A STRAY ANIMAL PARTNERSHIP-BASED SERVICES AGREEMENT
WITH THE HINSDALE HUMANE SOCIETY
FOR THE PROVISION OF STRAY ANIMAL SERVICES**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 19th day of May, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 19th day of May, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ____ day of May, 2025.

Edward Tymick, Village Clerk

SEAL



STRAY ANIMAL PARTNERSHIP BASED SERVICES AGREEMENT

This Stray Animal Services Agreement (hereinafter "Agreement") is effective at 12:00 AM on April 1, 2025 ("Effective Date") and is entered into by and between the Village of Western Springs, an Illinois municipal corporation and body politic (hereinafter "Village") and the Hinsdale Humane Society, a not-for-profit corporation incorporated in the State of Illinois (hereinafter "HHS").

This agreement serves as a partnership-based contract endeavoring to support the residents, pets and municipal services of Western Springs.

RECITALS

WHEREAS, HHS has operated and maintained an animal shelter in Hinsdale for many years with a current live rate of 98%; and,

WHEREAS, the Village maintains a program for the control and disposal of stray animals; and,

WHEREAS, there is a need to remove stray animals subject to impoundment from within the Village's corporate limits upon the request of the Village; and,

WHEREAS, the Village desires to secure the continuing cooperation and assistance of the HHS in the Village's program for the control and disposal of stray animals; and,

WHEREAS, the HHS has the means and the ability to assist the Village in maintaining its program for the control and disposal of stray animals at its facility; and,

WHEREAS, the Village desires that the HHS furnish the services associated with acting as the Village's animal shelter and provide resources for the care of pets to its residents and to return lost pets safely and humanely to its residents as more fully described herein (hereafter the "Services");

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the parties agree as follows:

Section 1 - Incorporation of Recitals: The Village and HHS find the matters recited above are true and such recitals are hereby incorporated into and made a part of this Agreement.

Section 2 - Agreement to Provide Services: HHS agrees to provide to the Village the Services, and the Village agrees to obtain the Services at the animal shelter from the HHS, in accordance with the terms of this Agreement and applicable Village ordinances and statutes and regulations of the Counties of Cook and DuPage and the State of Illinois.

Section 3 – Reports: HHS agrees to provide regular updates and reports to the Village. Said updates and reports and the persons to whom they are given shall be those provided at the time of this Agreement, and the Village and the HHS will mutually agree on any changes in the reporting frequency and the contents of the reports.

Section 4 – Inclusions in the Services: HHS will do the following in its operation of the animal shelter:

- a. Provide adequate management and other personnel, supplies, services, and equipment to provide the Services in a safe, humane, efficient and businesslike manner.
- b. Supply all food necessary for the maintenance of animals impounded within the Animal Shelter.
- c. Provide all veterinary services reasonably required to prevent suffering of animals while impounded in the Animal Shelter.
- d. Provide all seizure and control appliances and equipment reasonably required in the handling of animals seized or impounded under authority of the relevant ordinances of the Village.
- e. As authorized by the ordinances of the Village, and in compliance with the statutes and regulations of the Counties of DuPage and Cook and State of Illinois, dispose of all impounded animals not redeemed by owners thereof within a period for redemption provided for therein.
- f. Upon receipt of animals from the Village to be impounded, provide and control the Services at its own expense and with its own personnel, and be responsible for the hiring and supervision of all employees at the animal shelter performing the Services.
- g. Advise the Village, including its Chief of Police, with respect to animal regulation matters on request from the Village.
- h. Although programs may change from time to time, HHS will make every effort to continue to be a pet rescue and resource center to provide educational programs for the community, pet owner resources, offer low-cost vet clinics, low cost spay and neuter clinics for residents and other rescue groups, pet training, and ongoing programs for veterans and children.

Section 5 - Agreement to Respond to Calls for Service: HHS will respond to all requests for Service from Village residents by directing them to the Village.

Section 6 – Release of Impounded Animals: To the extent permitted by applicable ordinance, law and regulation, and subject to the provisions of Section 9 below, HHS shall not release any impounded animal in its custody to any resident of the Village until such resident has purchased a license for said animal if a license is required by the Village, and has paid any impoundment fee or other HHS fees or charges that would otherwise be charged by HHS to the Village under this Agreement. Impounded animals shall not be released by HHS until all Village fees and charges assessed to the owner of the impounded animal are paid to the Village and proof of payment has been provided to HHS by the owner. HHS shall not be responsible for the collection of any owner fees or charges due to the Village. The Village shall not be responsible for the collection of any owner fees or charges due to the HHS.

Section 7 - Cost of Agreement: Commencing on the effective date of this Agreement, for the Service provided by HHS hereunder the Village shall pay the Humane Society based upon the number of animals brought to HHS.

The amount will be paid in arrears quarterly after HHS provides the Village with a billing statement that details the type of animal, a description, sex, name, dates of stay, condition at the time of receipt and any other relevant information.

Flat Fee

Flat fee of \$385.00 per animal

Section 8 - Annual Automatic Rate Increase: Stray

Section 9 - Holding of Animals: All animals will be held for a period of seven days, unless otherwise directed by the Village President or the Village Manager, or as directed by a court order. Other than by court order, HHS shall not be asked to hold any animal for an unreasonable amount of time.

Section 10 - Return of Impounded Animals/Issuing Village Tickets, Fees and Penalties: Subject to the requirements of applicable ordinance, law and regulation, the terms of this Agreement, and the lawful policies adopted by HHS, all stray animals seized by the Village or any of its law enforcement personnel, employees or residents shall be returned to the owner of any such animal if known, or to the owner's authorized representative, or delivered to the Animal Shelter for impoundment hereunder. With regard to impounded animals, HHS shall provide information to the Village's Police Department so that a ticket may be issued and/or fees and penalties may be assessed by the Village against the owner or other responsible parties for violation(s) of Village ordinances relating to such animals. HHS shall not be responsible for the issuance of tickets or assessment of such fees and penalties.

Section 11 - Non-Exclusivity: It is understood and agreed by the parties that the Services are non-exclusive, and HHS shall be free to offer the same or similar Services to other governmental and private entities. It is further understood and is hereby acknowledged by the Village that HHS's operation of the Animal Shelter includes numerous activities that are independent of the Services, and HHS shall continue to engage in such current and future activities while also providing the Services.

Section 12 - Assignment: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement, or any obligations imposed hereunder without the prior written consent of the other party.

Section 13 - Confidentiality and Ownership of Documents: In the performance of the Services, the Village and HHS may have access to certain information, belonging to the other party, that is not generally known to others (hereinafter "Confidential Information"). Both parties agree not to use or disclose to any third party, except as required by court order or applicable law, any Confidential Information or any records, reports, or documents prepared or generated as a result of this Agreement without the prior written consent of the other party. The terms of this section shall survive the expiration or termination of this Agreement.

Section 14 - Independent Contractor: It is understood and agreed that the relationship of HHS to the Village is and shall continue to be that of an independent contractor and HHS

employees shall not be entitled to receive any Village employee benefits. As an independent contractor, HHS agrees to be responsible for the payment of all taxes and withholdings specified by law. It is further agreed that neither HHS nor its employees, staff, or subcontractors shall represent themselves as employees or agents of the Village.

Section 15 - Indemnification: The Village and HHS agree to hold the other party harmless and indemnify the other for any loss, liability, or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

Section 16 - Insurance: At all times during the term of this Agreement, HHS shall maintain, at its sole expense, all required and necessary insurance coverages for itself, its employees, its officers and independent contractors, and the Animal Shelter.

Section 17 - Initial Term and Renewal: This Agreement shall become effective at 12:00 AM on April 1, 2025 and, subject to Section 18 below, shall continue through 11:59 PM on March 31, 2026 (the "Initial Term"). After the Initial Term, this Agreement may be renewed annually for one (1) year terms by mutual written agreement of the Parties, unless terminated by either Party as set forth in Section 18 below.

Section 18 - Early Termination of the Agreement: This Agreement may be terminated prior to its termination/renewal date by either party as follows:

- a. Termination At-Will. Where neither Party is in default under this Agreement, both Parties agree that either Party may terminate this Agreement at any time for any or no reason, without penalty, by giving sixty (60) calendar days written notice thereof.
- b. If the Village or HHS believes that the other party is not fulfilling its obligations under the Agreement, the party having such belief shall give written notice by registered mail to the other stating said belief and specifying in reasonable detail the manner in which the obligations hereunder are purportedly not being fulfilled.
- c. On or before thirty (30) days after receipt of such notice, the Village or HHS shall respond in writing to the other, stating in what manner, if any, it has corrected each purported deficiency specified. If there is no such response in writing within the thirty (30) days specified herein, the party which originated the notice may terminate this Agreement forthwith and shall give the other party written notice of such termination. Any fees due under this agreement shall then be pro-rated for services rendered.
- d. If HHS or the Village does so respond in writing, but the other is not satisfied with the correction or non-correction of the deficiencies specified, a personal or virtual meeting of authorized representatives of both parties shall be held, at which meeting the continuing purported deficiencies shall be discussed. Such meeting shall be held within ten (10) days of the response or the date on which the response was due, at a date, time and location agreed between the parties. If no representative of the party which received the notice attends said meeting, the other party may terminate this Agreement forthwith upon giving written notice of said termination.
- e. Provided that this Agreement has not already been early terminated pursuant to the provisions of this Section, within thirty (30) days of the occurrence of the meeting referred to

in subparagraph (c) above the notified party shall make a good faith effort to correct the purported deficiencies, and shall give a final written report to the other party stating such efforts, if any. If said final report is not given, or the final report is not acceptable to the receiving party, the party receiving the final report may terminate this Agreement forthwith upon giving written notice of said termination.

f. If this Agreement is early terminated by the Village by application of the provisions of this Section, such termination shall not be effective unless approved in writing by the Village President and the Board of Trustees in accordance with established due process procedures.

Section 19 - Entire Agreement and Amendment: This Agreement constitutes the entire agreement of the parties with respect to the matters contained herein, and all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement are canceled and terminated and are of no force or effect. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto

Section 20 - Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

Section 21 – Section Caption Headings: The headings of each section herein are provided for convenience, only, and are not considered part of this Agreement by the parties.

Section 22 - Notice: Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

IF TO THE VILLAGE:
Village Manager
Ellen J. Baer
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Email: ebaer@wsprings.com

WITH COPY TO:
Village Attorney
Michael T. Jurusik
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
mtjurusik@ktjlaw.com

IF TO THE HUMANE SOCIETY: WITH COPY TO:

President
Hinsdale Humane Society
21 Salt Creek Lane
Hinsdale, Illinois 60521

Board President
Hinsdale Humane Society
21 Salt Creek Lane
Hinsdale, Illinois 60521

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date and year indicated herein.

VILLAGE OF WESTERN SPRINGS

HINSDALE HUMANE SOCIETY:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ATTEST

ATTEST

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

2024

ANNUAL POLICE REPORT

Western Springs



CHIEF'S LETTER



VILLAGE OF WESTERN SPRINGS

740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800

wsprings.com

VILLAGE PRESIDENT
Heidi Rudolph

VILLAGE TRUSTEES
James Tyrrell
Nicole Chen
Alan Fink
Scott Lewis
Amy Avakian
Philip Nawrocki

VILLAGE CLERK
Edward Tymick

VILLAGE MANAGER
Ellen Baer

DEPUTY MANAGER
Casey Biernacki

DIRECTORS
Patrick Schramm
Matthew Supert
Aleks Briedis
Michael Kelly
Jeff Koza
John Mastandona
Sean Gilhooley
Heather Valone

To: Village President Rudolph
Board of Trustees
Village Manager Baer

President Rudolph and the Board of Trustees,

I am both honored and privileged to serve as the Director of Law Enforcement Services for the Village of Western Springs.

On behalf of the dedicated staff of the Western Springs Police Department, I am pleased to submit our 2024 Annual Report. This report offers a comprehensive overview of our Department, highlighting key accomplishments, staff updates, and community engagement initiatives, as well as an analysis of local crime and traffic safety trends.

As a nationally accredited agency, we uphold the highest standards in policy development and law enforcement practices. Considering recent national and state social justice initiatives, this commitment to best practices has been crucial to ensuring that we continue to serve our community effectively. I am proud of the professionalism, resilience, and compassion consistently demonstrated by our officers and staff as they carry out their duties.

I would like to take this opportunity to express my sincere gratitude to Village President Rudolph, the Board of Trustees, the Board of Fire and Police Commission, and Village Manager Baer for their unwavering support throughout the past year.

Thank you for your continued partnership as we work together to ensure the safety and well-being of our community.

Sincerely,

Sean Gilhooley
Chief of Police

MISSION & VISION STATEMENT



MISSION STATEMENT

It is the Mission of the Western Springs Police Department to maintain a high standard of integrity, professionalism, and effective law enforcement services in partnership with the community. We believe that our services preserve and foster a high quality of life in our community. We demonstrate our commitment to excellence through continuous education, training, proactive law enforcement initiatives, and enhanced response methods to ensure a safe environment.

VISION STATEMENT

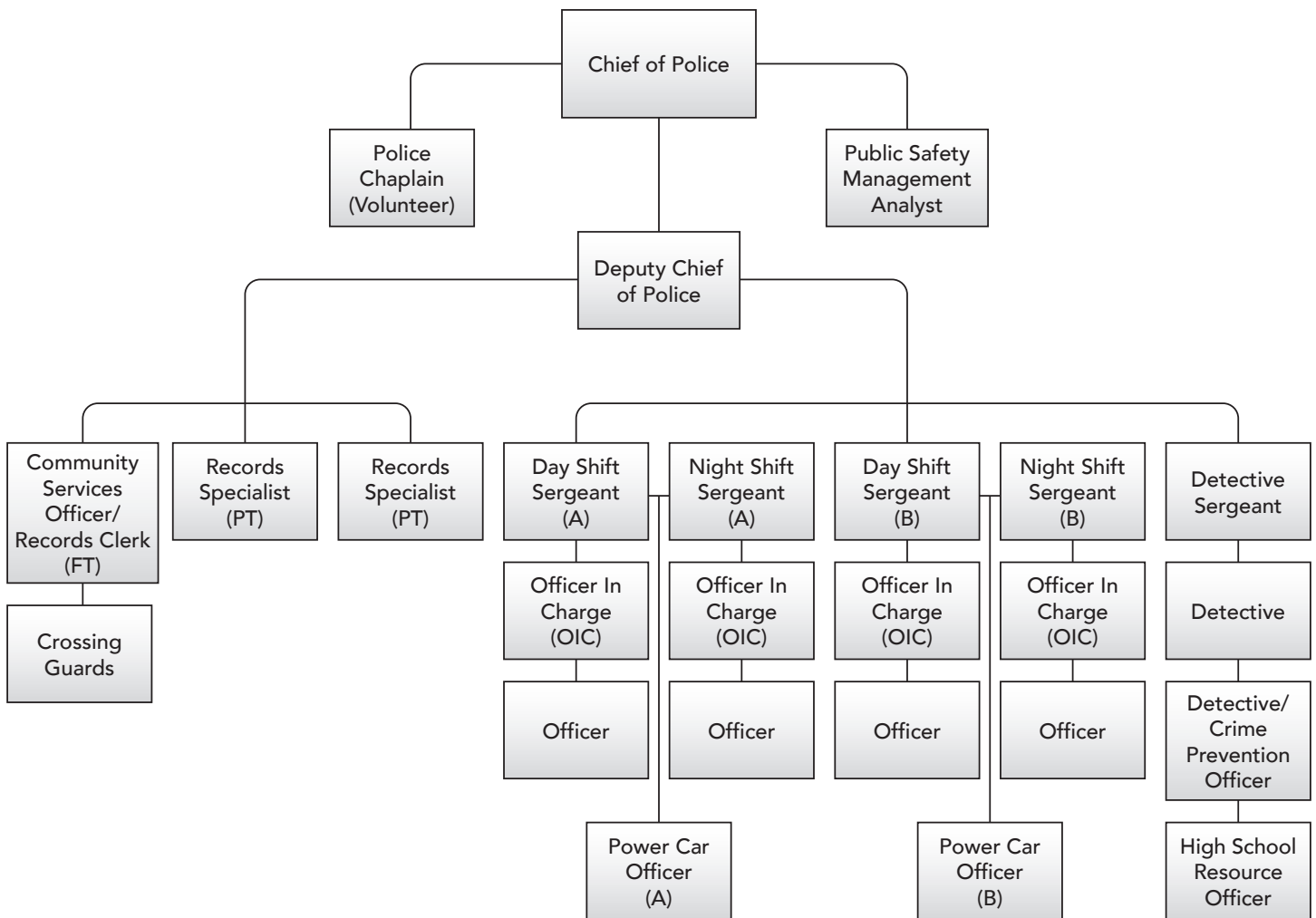
As we move forward, the Vision of the Western Springs Police Department strives to meet the evolving expectations of our citizens and includes proactive community engagement, education, and creative problem solving. We will continue to be at the forefront of technological advances, embracing service sharing, and continuing to plan and prepare for the effective management of any critical incidents that may impact our community.

The Western Springs Police Department will maintain our Mission and strive to achieve our Vision by subscribing to the following core values:



ORGANIZATIONAL CHART

VILLAGE OF WESTERN SPRINGS POLICE DEPARTMENT 2024



PERSONNEL LIST

ADMINISTRATION

Chief Sean Gilhooley	Serving since 2023
Deputy Chief Ashlee Jasutis	Serving since 2013

COMMAND STAFF

Sergeant Arthur Hull	Serving since 1998
Sergeant Terrance Madler	Serving since 2004
Sergeant Kingsley Church	Serving since 2006
Sergeant Taylor Ficke	Serving since 2017
Sergeant Chase Naber	Serving since 2022

PATROL STAFF

Officer Jaclyn Mroz	Serving since 2007
Officer Vincent Gismondi	Serving since 2015
Officer Petar Postic	Serving since 2021
Officer Roger Wilson	Serving since 2021
Officer Kevin Jankist	Serving since 2022
Officer Christopher Barajas	Serving since 2022
SRO Scott McClintock	Serving since 2023
Detective Kenneth Lafin	Serving since 2023
Detective/CPO Sean Noonan	Serving since 2023
Officer Joseph Merendino	Serving since 2023
Officer Maciek Kalicki	Serving since 2023
Officer Thomas Hostetler	Serving since 2024
Officer Anthony Poli	Serving since 2024

SUPPORT STAFF

CSO/Records Supervisor James Strafaci	Serving since 1991
Records Specialist Karen Brosius	Serving since 2016
Public Safety Analyst Megan Freeman	Serving since 2023
Police Chaplain Dean Monkemeier	Serving since 2023
Social Worker Dana Pavlu	Serving since 2023
Records Specialist Sharon Gardner	Serving since 2024

PERSONNEL CHANGES

NEW POLICE OFFICERS

Thomas Hostetler was sworn in on January 26, 2024. He comes to the WSPD as a certified police officer with over 25 years of experience.

Anthony Poli was sworn in on August 6, 2024. He comes to the WSPD as a certified police officer with over 25 years of experience.

NEW SUPPORT STAFF

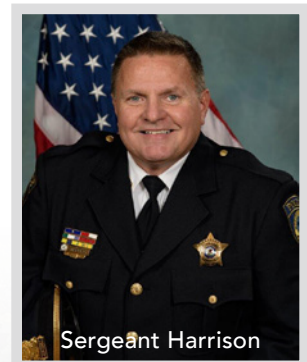
Sharon Gardner was hired as a part-time police record clerk position.

DEPARTURES IN 2024

We wish all departing members the very best in their future endeavors.

Sergeant Dean Harrison retired after 24 dedicated years in law enforcement.

Sarah Krastins transferred from the police records support staff to the Western Springs Department of Finance, as a Fiscal Assistant.



Sergeant Harrison



CHIEF
SEAN GILHOOLEY



DEPUTY CHIEF
ASHLEE JASUTIS



SERGEANT
ARTHUR HULL



SERGEANT
TERRANCE MADLER



SERGEANT
KINGSLEY CHURCH



SERGEANT
TAYLOR FICKE



SERGEANT
CHASE NABER

WESTERN SPRINGS POLICE DEPARTMENT



OFFICER
CHRISTOPHER BARAJAS



OFFICER
VINCENT GISMONDI



OFFICER
TOM HOSTETLER



OFFICER
KEVIN JANKIST



OFFICER
MACIEK KALICKI



OFFICER
KENNETH LAFIN



OFFICER
SCOTT MCCLINTOCK



OFFICER
JOE MERENDINO



OFFICER
JACLYN MROZ



OFFICER
SEAN NOONAN



OFFICER
ANTHONY POLI



OFFICER
PETAR POSTIC



OFFICER
ROGER WILSON



1886



PUBLIC SAFETY
MGT ANALYST
MEGAN FREEMAN



CSO
JIM STRAFACI



RECORDS CLERK
KAREN BROSIUS



SOCIAL WORKER
DANA PAVLU



PASTOR
DEAN MONKEMEIER



2025

WSP Photography

2024 AWARDS AND RECOGNITION

The following employees were recognized for their exemplary performance throughout 2024 in their various duties and responsibilities.

- **Suspicious Incident** – On February 29, 2024, Officer Hostetler and Officer Noonan conducted an additional surveillance at a residence after the homeowner reported being followed on multiple occasions. The officers located a suspicious vehicle and identified its driver. Through further investigation, it was determined that this individual had followed the complainant on several occasions. It was later revealed that the complainant knew the individual. Their actions not only provided peace of mind to the complainant but may have also helped prevent a potential crime.
- **Forgery Investigation** – On March 6, 2024, Detective Labin followed up on a forgery case involving a suspect who used a counterfeit \$100 bill at a business in Western Springs. Detective Labin reviewed video surveillance, which showed the suspect committing the crime. On March 13, 2024, while in another jurisdiction, Detective Labin spotted the suspect wearing the same clothing as in the Western Springs incident. After brief surveillance, he observed the suspect committing the same crime at another store. The suspect was taken into custody and several counterfeit \$100 bills with matching serial numbers were recovered. The case was referred to the Secret Service for further investigation.
- **Road Rage/Unlawful Possession of a Firearm** – On April 11, 2024, Sergeant Harrison, Officer Jankist, Detective Labin, and Detective Naber responded to a road rage incident where the offender was seen brandishing a handgun. The officers quickly located the suspect nearby and recovered a Glock 9MM firearm from the vehicle. The suspect also confessed to the incident.
- **Residential Burglary Arrest** – On February 29, 2024, officers responded to a report of a residential burglary. Detective Labin and Detective Naber, working with NORTAF (North Regional Major Crimes Task Force), identified the vehicle used in the burglary. On March 24, 2024, the detectives, along with NORTAF detectives, arrested the suspects during the commission of another burglary. Further investigation revealed that two of the suspects had been involved in the February 29 burglary. A search warrant in Chicago recovered distinctive jewelry belonging to the victim. The suspects were charged with Residential Burglary, a Class 1 felony.
- **CALEA Year 4 Web-Based Assessment** – In April 2024, Public Safety Analyst Freeman successfully completed the Year 4 web-based Accreditation Assessment for the Western Springs Police Department. Her efforts resulted in zero standard issues during the assessor's review, showcasing her professionalism and commitment to excellence.
- **Check on Well-Being Call** – On June 14, 2024, at 1:30 am, Officer Hostetler and Officer Noonan responded to a report of a resident making suicidal statements. Upon entering the residence, the officers detected a strong odor of natural gas, indicating a potential life-threatening situation. The officers found the individual in the basement, distressed and with a cord around his neck, and he admitted to emotional struggles. Their prompt actions likely prevented a tragedy, and their compassion exemplified the values of the Western Springs Police Department.

- **Check on Well-Being/Assist to Fire Department** – On July 22, 2024, Officer Merendino responded to a report of a male found unresponsive in his bedroom. Within one minute of being dispatched, Officer Merendino arrived on the scene and administered life-saving measures until the Fire Department arrived. His quick response and actions demonstrated his training, skill, and dedication to public service.
- **Assist Other Agency (Attempted Murder Investigation)** – On August 15, 2024, the Major Case Assistance Team (MCAT) was mobilized for an attempted murder investigation in another jurisdiction. Detective Lafin, Detective Naber, and other detectives tracked down the offender in Chicago. Three individuals, including the primary suspect and two accomplices, were arrested without incident. Detective Lafin and Detective Naber assisted with interviews and investigative tasks, leading to formal charges of Attempted Murder against the suspect on August 16, 2024.
- **CALEA Accreditation** – On November 16, 2024, Public Safety Analyst Freeman represented the Western Springs Police Department before the CALEA Accreditation Commission in Jacksonville, Florida. Public Safety Analyst Freeman was publicly commended for her dedication and meticulous attention to detail, which has greatly enhanced the Department's reputation. Her efforts ensure the Department remains aligned with best practices in policing, and her invaluable contributions continue to support the WSPD.

2025 GOALS

- **Enhance Community Policing and Engagement:** Increase foot and bike patrols by officers to strengthen community connections.
- **Promote Public Outreach and Build Stronger Relationships:** Host events like "Coffee with a Cop," "National Night Out," "Cop on Top," and "Citizen's Police Academy" to foster positive interactions between the police and the community.
- **Provide Crime Prevention through Environmental Design (CPTED) Inspections:** Introduce CPTED evaluations for homes and local businesses to reduce crime risks.
- **Improve Transparency:** Increase the Department's use of social media to provide more open communication with the public.
- **Support Officer Wellbeing:** Continue the partnership with the Department Social Worker to provide annual emotional health check-ins for officers.
- **Crisis Intervention Training (CIT):** Ensure that all officers receive continuous Crisis Intervention training to handle sensitive situations with empathy and professionalism.
- **Disaster and Emergency Preparedness:** Regularly conduct drills to ensure readiness for potential large-scale emergencies and disasters.
- **Policy Evaluation and Updates:** Continuously review and update Department policies to align with best policing practices.

ACCREDITATION



The Western Police Department is an internationally accredited law enforcement agency through the Commission on Accreditation for Law Enforcement Agencies (CALEA). The Commission has developed a comprehensive set of written standards covering every aspect of law enforcement policies, procedures, practices, and operations, wherein the Department voluntarily demonstrates its commitment to excellence in law enforcement.

CALEA conducts regular, in-depth reviews of agencies in the accreditation process on a four-year cycle. The Commission conducts annual offsite reviews of the Department's files, including a policy and practices review, proofs of compliance, and an annual Agency Status Report. At the end of the four-year cycle, CALEA sends an assessment team for a multi-day onsite inspection, in advance of a full Commission review and reaccreditation.

In 2024, the Department successfully completed their fourth annual web-based assessment, and site-based assessment. At the November conference WSPD successfully received a seventh reaccreditation award from the Commission, meritorious status, for having been accredited more than fifteen continuous years and were recognized for Advanced Accreditation status for complying with all applicable mandatory standards. The WSPD has been accredited since 2004 and is one of only forty CALEA accredited law enforcement agencies in Illinois.



Maintaining accreditation assures that the WSPD is a nationally recognized law enforcement agency in compliance with guidelines and practices that result in the best service delivery to the Western Springs community. As accreditation is an ongoing process, the Department continually reviews policies and procedures to comply with the latest changes to CALEA's Law Enforcement Standards Manual. The next annual web-based review of standards compliance is in August 2025. The next site-based review with a CALEA assessor will be in June 2028.

TRAINING & DEVELOPMENT



Ongoing training and development are paramount to the success of the Department. The WSPD provides a variety of in-house training for all officers throughout the year. To stay current, sworn personnel also complete computer-based legal reviews through the Police Law Institute. Additionally, the WSPD utilizes various law enforcement organizations to supplement further training. These agencies include the Police Training Institute (PTI), Suburban Law Enforcement Academy (SLEA), North-East Multi-Regional Training (NEMRT), Tri-River Police Training Region, and Northwestern Center for Public Safety (NWCPS).

POLICE LAW INSTITUTE

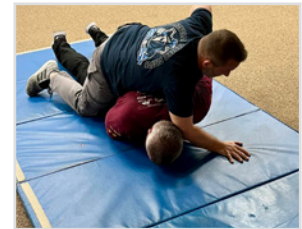
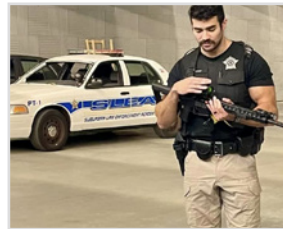
Sworn Police Department members complete monthly online training, which include the latest Supreme Court decisions, State Appellate Court rulings, and newly enacted Illinois State legislation. Following the law review, a test is administered in which a passing grade must be achieved for course completion. The WSPD successfully completed all monthly training for the year.

SUBURBAN LAW ENFORCEMENT ACADEMY

Several officers attended advanced training through the Suburban Law Enforcement Academy's continuing education program.

NORTH EAST MULTI-REGIONAL TRAINING (NEMRT)

The WSPD's membership in NEMRT allows for extensive training opportunities in numerous subjects beyond basic academy instruction. Throughout the year, officers and civilians attended numerous valuable training opportunities at various NEMRT-sponsored programs.



TRI-RIVER POLICE TRAINING REGION

The WSPD utilizes Tri-River as another valuable resource to send staff for advanced training and learning opportunities.

NORTHWESTERN CENTER FOR PUBLIC SAFETY (NWCPS)

NWCPS offers nationally recognized training courses in various facets of law enforcement. In October 2024, Deputy Chief Ashlee Jasutis graduated from a NWCPS Executive Management Program. In December 2024, Sergeant Chase Naber completed a NWCPS Police Supervision Course.

IN-HOUSE TRAINING

In 2024, Department employees, sworn and civilian, attended various types of in-house training. The WSPD has specially trained instructors who teach a variety of topics including:

- Firearms Qualifications
- Firearms Training Scenarios
- Physical Tactics
- Handcuffing
- Baton
- Use of Force
- Rapid Deployment/Active Shooter
- Taser/Less Lethal
- NARCAN
- Mental Illness
- Hazardous Materials
- Bloodborne Pathogens
- CPR & First Aid



NORTHERN ILLINOIS POLICE ALARM SYSTEM (NIPAS)

The Western Springs Police Department is a long-standing member of the **Northern Illinois Police Alarm System (NIPAS)**, a joint venture of 107 suburban municipal police departments from five counties. Created in 1983, NIPAS serves to ensure effective mutual aid in times of natural disasters, unusual occurrences and special events. NIPAS covers over 700 square miles and a population of approximately 2.2 million people. NIPAS member agencies may also elect to participate in three additional NIPAS programs: a special tactical squad known as the *Emergency Services Team (EST)*, a special crowd-control team known as the *Mobile Field Force (MFF)*, and an additional crowd support unit on wheels known as the *Bicycle Response Team (BRT)*. Officer Gismondi is assigned to the *Special Weapons Team* on the *Mobile Field Force*. The Department is currently looking to fill the vacant EST position. There are currently no WSPD officers on BRT.



The Department joined NIPAS in order to enhance the ability to respond to both large-scale incidents and incidents that may last extended periods of time. Of the NIPAS agencies, there are 71 that participate in the *Emergency Services Team*, 86 in the *Mobile Field Force Team*, and a growing number are joining the *Bicycle Response Team*. As members of the *Mobile Field Force Team*, *Emergency Services Team*, and *Bicycle Response Team*, the officers are required to participate in monthly training that includes certification with specialized equipment, instruction in squad-based tactics, and team tactical maneuvers. This training prepares *Mobile Field Force Team* and *Emergency Services Team* personnel to respond to unruly crowds, apprehend multiple offenders, manage and resolve hostage/barricade incidents, perform high-risk warrant services, conduct major crime scene searches, apprehend multiple offenders, and conduct search and rescue missions. In 2024, NIPAS *Mobile Field Force* and *Bicycle Response Team* was activated and staged 4 times including planned Palestine protests in Skokie and officer involved shootings in Waukegan and Carol Stream, and NIPAS *MFF* was placed on standby more than 20 times.

TECHNOLOGY ADVANCEMENTS

In December 2024, the Department successfully implemented body-worn cameras for all sworn officers. These cameras are worn daily by all officers and activated when responding to calls or having citizen contact which could potentially lead to an investigation. The cameras will not only increase transparency and public trust but are a valuable tool in providing enhanced evidence in both traffic and criminal prosecutions.

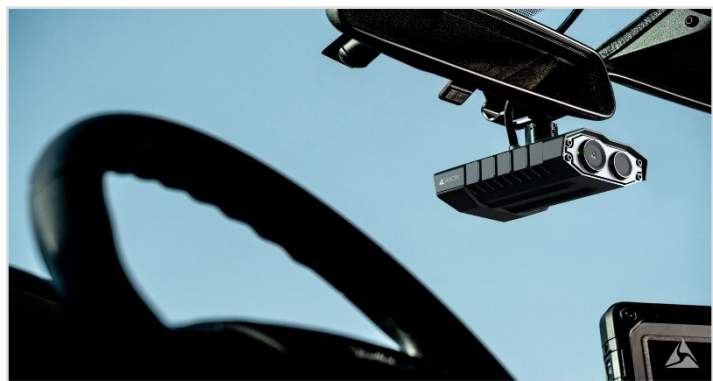


New in-car cameras were made operational in November 2024 and are synced with the body-worn cameras. These cameras are installed inside each of the patrol vehicles. They record traffic stops and officer interactions.

The Department is currently working on implementation of license plate readers throughout the Village.

These elements of technology are essential to:

- Enhancing accountability and transparency for both the Department and community;
- Advancing the quality of investigations and criminal prosecution by generating potential leads and capturing recorded video evidence; and
- Improving officer safety by utilizing video as a teaching tool to identify areas of improvement for the future.



RECRUITMENT

As always, the goal for the recruitment team in 2024 was to promote the Western Springs Police Department and continue to recruit the highest caliber candidates for all open positions. In 2024, the recruitment team attended the Governor's State University career fair to promote the Department and spread awareness of the opportunity to serve a very supportive community. They also answered questions about the requirements and demands of working as a Police Officer in Western Springs and encouraged potential applicants to apply during the next testing cycle.

In addition to attending job fairs, the recruitment team typically utilizes social media platforms and job boards to find potential candidates. Following a very successful recruitment year in 2023, the Board of Fire and Police Commissioners has continued to add two new officers through the Lateral Police Program. Hiring lateral candidates enables the Police Department to select experienced police officers with a wealth of specialized training. Both lateral and entry-level candidates are considered for authorized recruitment.



SOCIAL SERVICES



Dana Pavlu, LCSW, has been working alongside the Western Springs Police Department for the past year, providing essential resource assistance to residents in need. She follows up on a variety of cases, including those involving mental health, substance abuse, senior citizens, juvenile issues, and grief and loss. In addition, Dana conducts wellness checks for officers and offers ongoing educational support. Her contributions have made her an invaluable asset and a valuable resource to the department and the Western Springs Community.

CHAPLAIN PROGRAM



The goal of the Chaplain Program is for First Responders (law enforcement, firefighters, EMS) and the Chaplain to work together during times of crisis or emergency incidents, providing a more comprehensive response to those affected. Chaplains assist in providing appropriate assistance, advice, comfort, counsel, and referrals to those who request support.

Pastor Dean Monkemeier has been serving as the Western Springs Police and Fire Department's Chaplain since 2022. His contributions to both departments are sincerely appreciated.

OFFICER WELLNESS 2024

After 2024, the Department reached its wellness goal for the year. 100 % of officers passed the physical fitness test. Of the eligible participants, all passed the test held in the fall.

All four phases of the standardized test (push-ups, sit-ups, sit and reach, and 1.5-mile run) were completed at Bennett Field. The WPSD will continue to utilize Lyons Township High School South Campus facilities for yearly fitness testing.

Monthly newsletters, fitness tips, and general well-being knowledge are being distributed via email to the Department. Ofc. Gismondi holds a personal trainer certification and continues to share his knowledge of fitness and well-being. The fitness facility continues to grow as officers work towards achieving their fitness goals. Members from all village departments utilize the fitness facility.



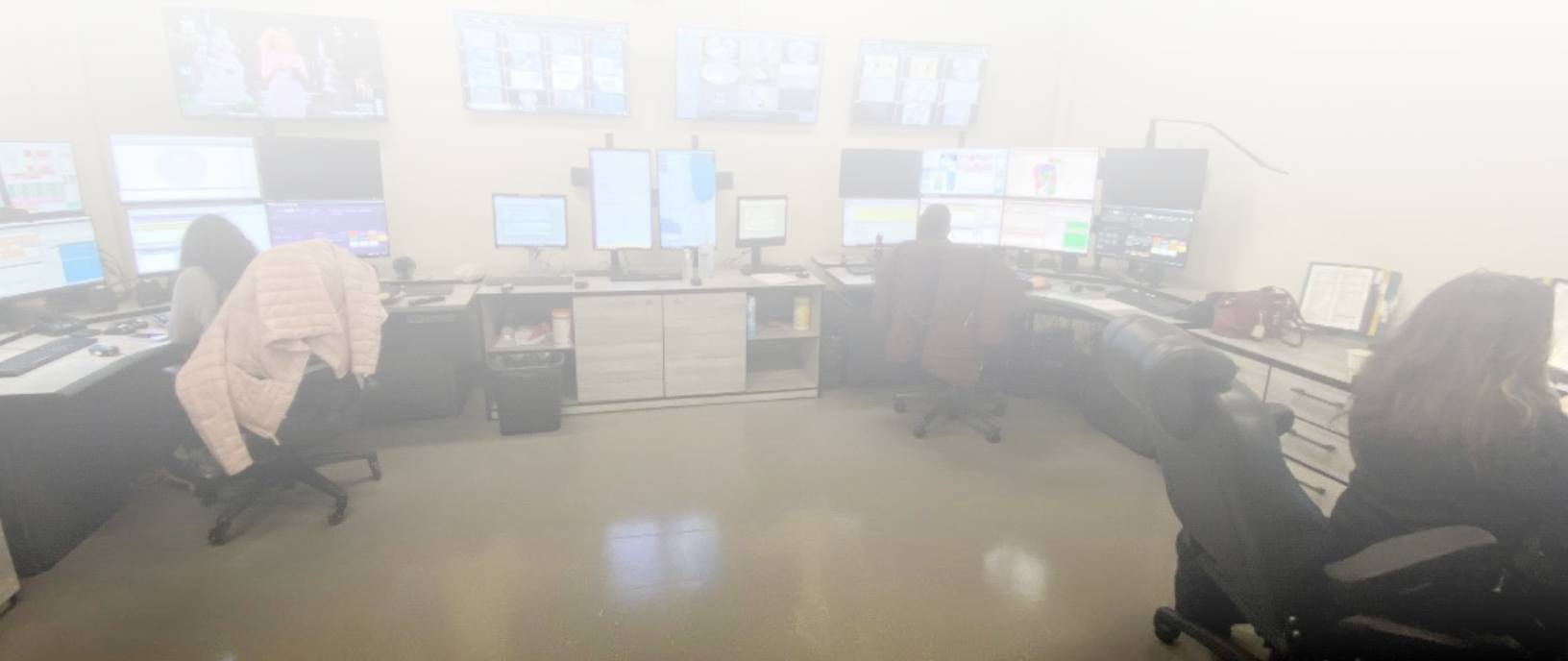


LYONS TOWNSHIP AREA COMMUNICATIONS CENTER (LTACC)

The Lyons Township Area Communications Center (LTACC) serves the Village of Western Springs with police, fire, EMS, and public works communications. LTACC is housed in the La Grange Police Department, serving the communities of Countryside, La Grange, La Grange Park, and Western Springs. Telecommunicators provide round-the-clock staffing and utilize state-of-the-art systems, including Computer Aided Dispatch, Smart911, Rapid SOS, RAVE Alerts, and Emergency Medical Dispatch to provide a critical link between callers and field responders.



Director Jim Moldenhauer works closely with Chief Gilhooley, who served as a chair of the Operations Board in 2024/2025. Village Manager Baer represents Western Springs on the Executive Board, and Director of Finance Mastandona served as Treasurer beginning May 2024.



EMERGENCY MANAGEMENT

Emergency Management services are an important aspect of the Western Springs Police Department's ability to respond to critical incidents efficiently and expeditiously. To prepare for unexpected events, WSPD staff regularly reviews General Orders pertaining to the All-Hazard Plan. They also work closely with the Department of Fire & EMS to train in areas related to Incident Command structures and Rescue Task Force operations during active threat events. When deploying Rescue Task Force operations, police personnel work toward making the scene safe for fire personnel to enter.



Additional support is available to the WSPD through the following entities:

- Northern Illinois Police Alarm System (NIPAS)
- Illinois Law Enforcement Alarm System (ILEAS)
- Major Crime Assistance Team (MCAT)
- South Suburban Major Crime Task Force (SSMCTF)



PATROL DIVISION

The Western Springs Department of Law Enforcement Services has a designated Patrol Division that is responsible for responding to both emergency and non-emergency calls for service. It is the largest and most visible unit within the Department. Patrol Officers are responsible for the protection of life and property, maintaining order and safety, conducting preliminary investigations, and enforcing the Illinois Criminal and Vehicle Codes along with Village ordinances.

To provide effective and continuous police service to the community, the Patrol Division strategically assigns officers to selected shifts, days, and geographic areas within the Village. Patrol officers routinely conduct highly visible proactive safety enforcement in marked patrol cars, spanning a 12-hour tour of duty. There are two shifts which operate from 6:00 am until 6:00 pm, and two shifts which operate from 6:00 pm until 6:00 am. The Patrol Division also incorporates an additional shift that is designated as a "power shift." This shift provides supplemental coverage to the daily patrol shifts from 12:00 pm until 12:00 am.

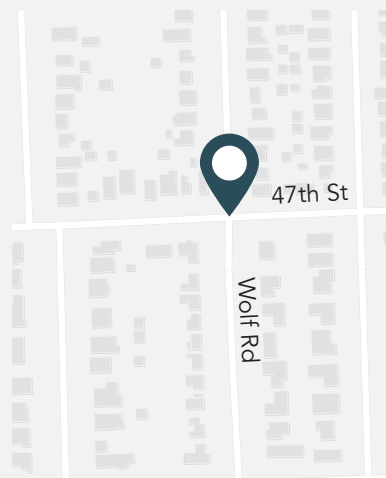
Each of the four patrol shifts has a variety of officers certified as state-certified Evidence Technicians, Juvenile Officers, Breathalyzer Operators, or Field Training Officers along with several other ancillary certifications.

In 2024, the Patrol Division responded to 9,784 calls for service. In 2024, patrol officers initiated 1766 traffic-related contacts for various moving violations of the Illinois Vehicle and Criminal Codes, resulting in 406 state citations, 269 compliance citations, and 1,288 written warnings. The Patrol Division also had a total of 70 traffic-related arrests. In addition, they investigated 231 motor vehicle traffic crashes during 2024. Of the 231 traffic crashes, 205 of these crashes resulted in a property damage-only accident, while 26 vehicle crashes resulted in injury. The top three crash locations were:

① Ogden Ave/Wolf Rd



② 47th St/Wolf Rd



③ 55th St/Wolf Rd



INVESTIGATIONS UNIT

The Investigations Unit is made up of a Sergeant, a Detective, and a Crime Prevention/Detective. The unit handles a wide range of criminal investigations and oversees various responsibilities such as conducting background checks, performing liquor and tobacco compliance checks, monitoring registered sex offenders, and managing evidence. To stay current with evolving laws, standards, and technology, the team participates in numerous training sessions and conferences.

Beyond investigating crimes within the Village, the detectives also contribute to specialized regional units, including the Major Case Assistance Team (MCAT) and the South Suburban Major Crimes Task Force (SSMCTF).



MCAT includes 12 neighboring agencies that provide mutual aid for major cases, with 10 callouts in 2024 covering incidents ranging from stolen vehicles to homicides.

SSMCTF is a collaborative task force of 52 south and southwest suburban communities, primarily focused on homicides and kidnappings. In 2024, the task force responded to 7 incidents. Additionally, Detective Kenneth Labin accepted a supervisor role with SSMCTF in 2024. Detective Sean Noonan not only manages criminal investigations but also serves as the Department's Community Policing and Crime Prevention Officer. His responsibilities include community outreach, leading programs such as Safety Village, educating senior citizens on scam prevention, providing active shooter training, and conducting foot patrols to foster positive interactions with residents.



In 2024, the Investigations Unit handled 203 follow-up investigations.

The department also managed forty-two juvenile case files in 2024. These cases involve victims under the age of 18. In Illinois, officers must complete a 40-hour training course to become certified Juvenile Officers. The Western Springs Police Department's sworn staff are all trained Juvenile Officers. Juvenile Officers have discretion in determining the best course of action for each case, including referral to Peer Jury, station adjustments, local ordinance citations, and juvenile court petitions.

KEY INVESTIGATIONS FROM 2024:

- February 2024:** A resident reported a burglary at their home. Through a neighborhood canvas, detectives identified a suspect vehicle connected to the crime. Further investigation revealed the suspects were part of a larger burglary crew operating in suburban Chicago. A multi-jurisdictional operation led to the arrest of two individuals, who were charged with Residential Burglary.
- March 2024:** A suspect used counterfeit money at three businesses near 47th and Gilbert. Detectives tracked the suspect to a different jurisdiction, where they observed the individual in the act of passing more counterfeit bills. The suspect was arrested, and a joint investigation with the United States Secret Service is ongoing.
- July 2024:** A victim reported fraudulent checks being written against their account. The investigation revealed that the home health care worker responsible for the theft was also involved in the forgery. The offender was charged with Financial Exploitation of the Elderly/Disabled.



	2023	2024
TOTAL CALLS FOR SERVICE	10,648	9,784

OFFENSE	2023	2024
Homicide (Murder/Manslaughter) (Includes Attempts)	0	0
Forcible Rape	0	0
Robbery	1	1
Aggravated Assault/Battery	0	0
Burglary	5	17
Theft	30	27
Motor Vehicle Theft	0	2
INDEX CRIME TOTAL	36	47
TOTAL CASE FILES	281	245

HIGH SCHOOL RESOURCE OFFICER (SRO)



2024 SCHOOL RESOURCE OFFICER ANNUAL REPORT

The Western Springs Police Department has one dedicated High School Resource Officer (SRO) assigned to Lyons Township High School (LTHS) South Campus. SRO McClintock is assigned to LTHS on a full-time basis during the school year for the entire day, as well as school events. SRO McClintock directs his time during the day engaging students, parents, teachers, administrators, and other school staff, ensuring a positive environment for educational opportunities as well as safety concerns. SRO McClintock is in his second year assigned to LTHS.

In the 2024-25 school year, SRO McClintock investigated students found in possession of nicotine and THC concentrate vape devices by minors. SRO McClintock was also assigned to investigate a fight between numerous LTHS students during a school football game. These investigations have resulted in approximately 12 local ordinance citations and 3 referrals to the Western Springs Peer Jury, an alternative to the local court system. SRO McClintock has assisted school administrators with well-being checks on students found to be at risk at home.

SRO McClintock assisted in classroom instruction explaining proper use of the emergency 911 process to students with mental disabilities. SRO McClintock has participated in holiday festivities with Life Students (students with disabilities). He has given Substance Abuse presentations and the proper use of Naloxone (Narcan) to eight health classes. In addition, he participates in campus meetings concerning school safety and spearheaded the replacement of the "walkie-talkie" repeater system for the south campus. SRO McClintock is consistently focused on solidifying relationships with school staff and students.



PEER JURY PROGRAM

The Western Springs Police Department's "Peer Jury Program" started in 1997.

The program is overseen by Sgt. Hull, serving the Department since 1998. The program has 3 adult Coordinators and a Social Worker, all of whom volunteer their time and are residents of the community with distinguished backgrounds. Thirty-five peer jurors currently serve in the program. The juror requirements are:



- **13 years of age (or in eighth grade) through age 17 (or in twelfth grade)**
- **Possess an interest in helping peers**
- **Be committed to the peer jury program - have the willingness to work with police officers, other teens, and the community**
- **Be of good character**
- **Must live or attend school in the community**
- **No personal involvement with law enforcement within 6 months**
- **Interest in the program should be initiated by the teen with parent or guardian approval**

The 2024 calendar year saw four cases that involved offenses of Possession of Cannabis and Possession of Tobacco/Electronic Devices. The cases were disposed of with community service hours and/or essays to write. The previous year saw five cases. Cases are referred from the dedicated officers, including the School Resource Officer at Lyons Township High School-South Campus. The goal is to guide juveniles who have made poor choices towards positive change and prevent future offenses.

Peer Jury continually recruits teens of the area to participate as jurors in the program, including juveniles who previously appeared before a jury following six months of good behavior.

The Peer Jury's goal for its jurors is to help each find their voice, confidence, and a positive path in the life that they choose. The program recognizes graduating seniors who serve in the program each year.

COMMUNITY OUTREACH & CRIME PREVENTION

The members of the Western Springs Police Department strongly believe that awareness through public education significantly contributes to a reduction in crime. The Department recognizes the importance of a partnership between the community and police and always strives to promote excellent community relations. Through continued education and awareness, the WSPD continues to reap the benefits of living in a safe community, especially when partnerships between the community, business owners, and visitors continue to flourish.

The department participates in Safety Village, a two-week safety education program designed for young children with a curriculum consisting of fire safety, food and water safety, school bus safety, poison awareness, stranger danger, car safety, and neighborhood safety. This program is a partnership with the Village of Western Springs Recreation Department.



BICYCLE PATROL UNIT



The Bicycle Patrol Unit is state-certified Bicycle Officers and has been an integral part of the Patrol Division. Members of the Bicycle Patrol Unit supplement our patrol beats while enhancing police presence during the warmer seasons. Bicycle Officers are directed to interact with the community, focusing on areas such as the business districts, schools, parks, special events, and in other areas best suited for non-motorized or foot patrol.

The primary objective of the Bicycle Patrol Unit is to engage in positive interaction with the community in an informal forum. As in previous years, the Bicycle Unit participated in several community events as noted below.

COMMUNITY EVENTS IN 2024 INCLUDED:

- Illinois Special Olympics Torch Run
- Bicycle Rodeo
- Safety Village
- Tower Trot
- Gathering on the Green
- Memorial Day Parade



EVIDENCE TECHNICIAN UNIT

The Evidence Technician Unit's main responsibility is to respond to incidents that require evidence preservation and collection. This unit attends ongoing specialized training classes on documenting and collecting a variety of evidence types. The Unit also provides in-house training to WSPD Officers.

The department created a new evidence technician office at Western Springs Fire Station 2 this year. The additional location provides rapid access to critical tools and kits when officers are responding to emergencies in the southern areas of Western Springs. Officer Hostetler, a certified Major Crimes Evidence Technician, led the expanded program.



COMMERCIAL MOTOR VEHICLE ENFORCEMENT PROGRAM

The Western Springs Police Commercial Motor Vehicle Enforcement Unit consists of officers who are certified "Truck Officers." The program focuses on keeping the roadways of Western Springs safe with enforcement of regulations on Commercial Motor Vehicles, including proper registration, the use of safe equipment, safety test compliance, load capacity that fits the vehicle combination used, and the issuance of local road use permits for oversized vehicles. In addition, Truck Officers ensure that the operators of these commercial vehicles have the proper classification of driver's licenses.

During the 2024 calendar year, the Department's 4 "wheel-load weighers" were certified by the Illinois Department of Agriculture. The program conducted three enforcement campaigns that targeted proper registration, safety test compliance, and the proper class of driver's license. Those vehicles and drivers were cited under the Illinois Vehicle Code with fines incurred. The fines contribute towards roadway maintenance and improving safety.



COMMUNITY SERVICE OFFICER

The Community Service Officer (CSO) serves in many aspects of day-to-day operations within the Police Department. CSO duties consist of enforcing local and parking-related ordinances, traffic control, crossing guard substitutions, and placement of speed monitoring radar devices.



In addition, the CSO assists in monthly Adjudication Hearings, in which individuals' violations of parking, compliance, local ordinance, and Red Speed are considered by the Village Adjudication Officer.

RECORDS DIVISION

The Police Records Unit is responsible for the collection, maintenance, and retention of information held by the Western Springs Police Department. Records Division staff members diligently follow state mandates, Illinois criminal and vehicle code statutes, local ordinances, and best practice protocols to ensure the integrity of all records maintained by the department. Specialized tasks performed by the unit include statistical reporting, Freedom of Information Act (FOIA) processing, report dissemination, expungements, crime reporting to state and national information systems, and records database management.

CROSSING GUARDS

The Western Springs Police Department is responsible for hiring, training, and maintaining the School Crossing Guard Program. The Crossing Guards are assigned to eight designated locations throughout the Village at strategic locations. These extremely dedicated individuals are responsible for ensuring the safety of the students walking to and from school. They are exposed to all weather conditions daily and always maintain positive attitudes when dealing with children, parents, and school officials. All Crossing Guards are required to attend an annual training session.



BACK TO SCHOOL SAFETY REMINDERS

School's Back!
Follow These Tips To Have A Safe School Year

- Always be Alert and Watch for Children
- Obey School Zone Speed Limits
- Pay Attention to School Crossing Guards
- Never Pass a School Bus Loading or Unloading
- Don't Go Around a Bus That has Lights Activated and Stop Sign Out
- Stop Far Back Enough to Allow Children to Safely Enter and Exit Bus
- Look Both Ways before Crossing the Street
- Remember to Stop and Yield to Pedestrians Crossing
- Remove All Distractions while Walking to School, including Earbuds when Crossing the Street

BE SAFE. BE SMART.

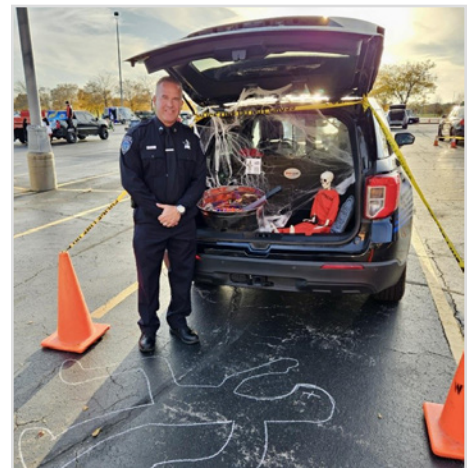
The graphic includes illustrations of a school bus, a backpack, and various school supplies like a pencil, eraser, and ruler. It also features a 'SCHOOL SPEED LIMIT 25' sign and a 'SCHOOL ZONE' sign with a pedestrian symbol.



SPECIAL EVENTS

In 2024, the Western Springs Police Department participated in and hosted many events including:

- Breast Cancer Awareness
- Coffee With First Responder
- Halloween Bash
- Harvest Fest
- Field Park & Laidlaw 5K Run
- Gathering on the Green
- Lyons Township High School Football Games & Dances
- Memorial Day Parade
- National Night Out
- Safety Village
- St. John of the Cross Family Fest
- Tower Trot
- Winter Wonderland
- Gathering on the Green
- Touch a Truck
- Chief for a Day
- Bicycle Rodeos
- Trunk-a-Treat
- First Responder Day at the Brookfield Zoo
- Bensidoun French Market
- Winter Wonderland



SPECIAL OLYMPICS



The Western Springs Police Department continued its support of Special Olympics Illinois throughout 2024.

Law Enforcement agencies across the nation host several fundraising events to rally support and raise money for Special Olympics.

The Torch Run is the single largest year-round fundraising event benefiting Special Olympics. The annual intrastate relay and its various fundraising projects help raise money and awareness for the athletes who participate in various sporting events during the year. Officers representing every branch of law enforcement help carry the Flame of Hope nearly 1,500 miles, running through thousands of Illinois communities until it reaches its destination – the Opening Ceremonies of the Special Olympics Summer Games, held each June in Normal, Illinois.

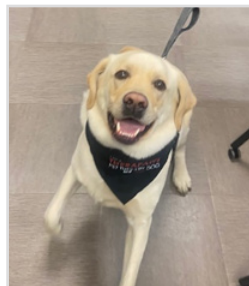
In May, the Western Springs and Hinsdale Police Departments joined forces for the 21st Dunkin' Cop on a Rooftop fundraiser to rally support for Special Olympic athletes.

The WSPD looks forward to continuing its partnership with Special Olympics Illinois in 2025.



ANIMAL THERAPY PROGRAM

The Hinsdale Humane Society regularly visits officers at the Western Springs Police Department. These furry friends are certified therapy animals and help officers cope with the daily stresses of their job. All of these participating therapy animals have become part of the Western Springs Police Department family.



PEACE OFFICER MEMORIAL DAY



National Police Week serves as an opportunity for the public to show appreciation for the risks taken by law enforcement officers and for officers themselves to honor the legacy of their fallen colleagues.

The number of law enforcement professionals nationwide who died in the line of duty in 2024 increased 25% compared to the previous year, according to preliminary data gathered by the National Law Enforcement Officers Memorial Fund (NLEOMF), the leading authority on officer fatalities. Data shows that 147 federal, state, county, municipal, military, tribal, and U.S. Territories Officers have died in the line of duty in 2024, representing a 25% increase compared to the 118 officers who died in the line of duty in 2023. Illinois is the fourth highest state with 9 law enforcement fatalities in the United States. In 2024, 21 K9s were killed in the line of duty, with 3 from Illinois.



The trend shows a notable rise in traffic-related incidents, particularly officers struck by vehicles while assisting on the roadside. These figures are preliminary and may be updated as additional data is collected and analyzed toward the end of the year. The data underscores the risks faced by officers across various duties, including traffic stops, warrant services, and emergency responses.

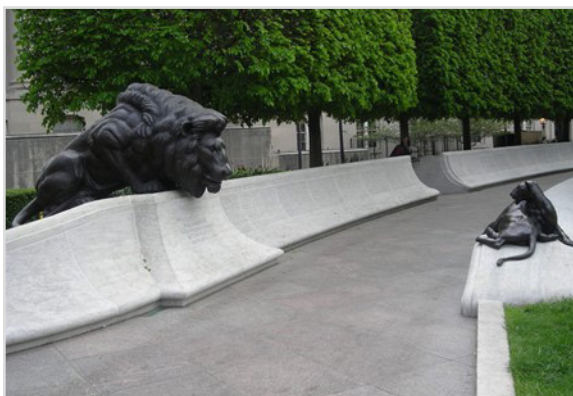
For the latest information and full reports, organizations like the National Law Enforcement Officers Memorial Fund and the FBI provide detailed tracking of these incidents throughout the year.



On October 15, 1991, the **National Law Enforcement Officers Memorial** was officially dedicated in Washington, D.C., located in [Judiciary Square](#), adjacent to the [National Law Enforcement Museum](#). The Memorial honors federal, tribal, state, and local law enforcement officers who have made the ultimate sacrifice for the safety and protection of our nation and its people.



The memorial features two curving, 304-foot-long blue-gray limestone walls. Carved on these walls are the names of 23,399 officers who have died in the line of duty throughout the U.S. history, dating back to the first known death in 1786. Unlike many other memorials in Washing, DC, the National Law enforcement Officers Memorial is ever-changing: new names of fallen officers are added to it each spring, in conjunction with National Police week.



Bordering the Memorial's beautifully landscaped park are two tree-lined "pathways of remembrance" where the names of the fallen officers are engraved. Each of the pathway entrances is adorned with a powerful statuary grouping of an adult lion protecting its cubs. The bronze statues symbolize the protective role of law enforcement officers and convey the strength, courage and valor that are the hallmarks of those who serve and protect.

WESTERN SPRINGS POLICE CHALLENGE COINS

The history of challenge coins began in Roman times when soldiers were rewarded for bravery with a special coin of their legion. It was a high honor to receive this coin. The coins were not spent for goods but saved as a keepsake from a battle won. Today challenge coins are still very popular in the military branches along with the police and fire service. The Western Springs Police Department revised its challenge coin in 2023.





CHIEF SEAN GILHOOLEY

Director of Law Enforcement Services

ADDRESS:

740 Hillgrove Ave.
Western Springs, IL 60558

www.wsprings.com/Police



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 12, 2025

AGENDA ITEM 11.C.

To: Board of Trustees

From: Brian Scott, Director of Fire and EMS

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney

RE: Intergovernmental Agreement with the Township of Lyons for the 2025 Summer Intern Program

Recommendation

The Public Health and Safety Committee reviewed this item at their meeting on May 7, 2025 and recommended the approval of an Intergovernmental Agreement (IGA) between the Village of Western Springs and the Township of Lyons for the 2025 Summer Internship Program.

Summary

For the second consecutive year, the Fire Department is requesting to participate as a Program Partner in Lyons Township's Summer Intern Program, which provides area youth with valuable summer employment opportunities.

The 2025 internship program will run from May 19 through September 6 and is open to Lyons Township residents between the ages of 16 and 24 who are currently enrolled in school and available to work 30 hours per week.

Selected applicants will be part-time employees of the Township, which will assume responsibility for all wages. Interns will be assigned to various Program Partners and supervised by those respective entities. As a Program Partner, the Fire Department would assign tasks, oversee the intern's work, and provide the Township with weekly records of assigned tasks, attendance, and hours worked.

In 2024, two members of our Fire Explorer Program were selected for internships, assisting both our department and a neighboring fire protection district. Their roles involved administrative duties in the fire prevention bureau as well as public education activities, which significantly enhanced their training and understanding of the fire service.

To formalize participation, the Township requires Program Partners to enter into an Intergovernmental Agreement (IGA) outlining their respective responsibilities.

Financial Impact

None. All costs are incurred by the Township of Lyons.

Recommended Motion

I move to approve an Intergovernmental Agreement (IGA) between the Village and the Township of Lyons for 2025 Summer Intern Program.

Strategic Plan Alignment

Community Engagement and Outreach.

File Attachments

1. Township of Lyons IGA

LYONS TOWNSHIP SUMMER EMPLOYMENT WORK PROGRAM

2025

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWNSHIP OF LYONS ILLINOIS AND THE VILLAGE OF WESTERN SPRINGS PROGRAM PARTNER

This Agreement is entered into by and between The Township of Lyons, Illinois hereinafter referred to as (the “*Township*”) and The Village of Western Springs hereinafter referred to as (the “*Program Partner*”).

WHEREAS the Township and the Program Partner are public agencies within the meaning of such terms in the Illinois Governmental Cooperation Act (5 ILCS 220/1 et seq); and

WHEREAS the Program Partner is a municipality, a municipal entity within the meaning of such term in the Township Code (60 ILCS 1/Art. 125) or a non-profit organization under section 501 C (3) of the Internal Revenue Code; and

WHEREAS the Township desires to provide part-time employees through its Summer Employment Work Program (the “*Program*”) to assist in completing those certain public works and community improvement projects; and

WHEREAS, it is in the best interests of the Township, the Program Partner, their residents and Lyons Township that the selected public works and community improvement projects are completed; and

WHEREAS the conduct of the selected projects will require cooperation between the Township and the Program Partner; and

WHEREAS it is in the mutual best interests of the parties to specify the terms and responsibilities regarding the respective obligations of the Township and the Program Partner for the effective use of part-time Township employees through the Program; and

NOW, THEREFORE, in consideration of the matters set forth above, the agreements made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Township and the Program Partner hereby agree as follows:

1. Any resident of the Township, up to the age of 24 and currently attending school, may apply for a position as a part-time Township employee. Applicants will be selected solely by the Township Board of Trustees.
2. Those applicants selected will be part-time employees of the Township. The Program will commence May 19, 2025, and end September 6th, 2025, Selection as a participant should not be construed as a guarantee of continued employment.

3. Those applicants selected will be employed at a variety of tasks working with various municipalities, municipal entities and non-profit organizations within and throughout Lyons Township. Assignments will involve public works and community improvement projects and will include both indoor and outdoor tasks. The assignments to the Program Partners will be made solely by the Township Board of Trustees.
4. Those applicants selected, once assigned to specific community projects, will be assigned specific tasks by and be under the supervision of the municipality, municipal entity or non-profit organizations to which are assigned. All records of assigned tasks, attendance and hours worked will be kept by the organization or entity to which assigned which will then forward those records to the Township weekly.
5. The Township will be responsible for the payment of the wages of all applicants selected for the Program. Selected employees will work during the period from May 19, 2025 to September 6th, 2025. The rate of pay for all Program employees is \$15.55 per hour. Those selected for the Program will be designated as part-time, seasonal employees and will not earn or accrue any employee benefits from the Township.” The designated part-time, seasonal employees shall be covered by the Township’s workers compensation insurance as required by law.”
6. No municipality, municipal entity or non-profit organization may transfer any employee selected by the Township for Program participation to any other municipality, municipal entity or non-profit organization without the written consent of the Township Board of Trustees.
7. The Program Partner covenants and agrees to indemnify and hold harmless the Township, the Supervisor, Trustees, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney’s fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of the conduct of any person or individual selected for employment through the Program. “ The Township covenants and agrees to indemnify and hold harmless the Program Partner, their Trustees, Officials, employees, agents, and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney’s fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of the conduct of any person or individual selected for employment through the Program that is outside the scope of employment under the Program.”
8. The Program Partner covenants and agrees to immediately notify the Township should any part-time seasonal employee suffer an injury arising out of participation and performance of duties in the Program. “The part-time seasonal employee shall be covered by the Township’s workers compensation insurance as provided in Paragraph 5.”
9. Any terms or conditions of this Agreement and attached exhibits may be deleted or altered only by written amendment to this Agreement, duly executed by all parties.

10. All parties agree to perform their obligations under this Agreement in good faith.
11. This Agreement may be executed in counterparts each of which shall be an original and all of which shall constitute by one and the same instrument.
12. Nothing contained in the Agreement, nor any act of the Program Partner, nor any act of any officer, official, employee or agent of the Township, respectively, shall be deemed or construed by any of the parties hereto or by third person, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any associations or relationship involving the Program Partner or the Township, respectively.

IN WITNESS WHEREOF, the Township and the Program Partner have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signature of their respective officers set forth below:

TOWNSHIP OF LYONS

THE VILLAGE OF WESTERN SPRINGS

By: 
Date: 05/08/2025

By: _____
Date: _____

ATTEST:

ATTEST:

Clerk: 
Date: 5/9/25

Date: _____

(SEAL)

(SEAL)