



AGENDA

BOARD OF TRUSTEES

Regular Meeting: May 19, 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. Public Comment

5. General Government Committee Report (Trustee Tyrrell)

- A. [Previously discussed] Guac N Taco, 800 Hillgrove Avenue Unit 104 – Amendment to Class H Liquor License and Temporary Use Permit (Omnibus Item)
- B. [Previously discussed] Hillgrove Tap, 800 Hillgrove Avenue Units 101, 102, and 103 – Amendment to Class H and B Liquor Licenses and Temporary Use Permit (Omnibus Item)
- C. [Previously discussed] Salerno's Pizza & R Bar, 821 Burlington Avenue – Amendment to Class H Liquor License and Temporary Use Permit (Omnibus Item)

6. Finance Committee Report (Trustee Chen)

- A. [Previously discussed] TIF Incentive Rebate Payment to Hawthorn 45, LLC (Omnibus Item)
- B. [Previously discussed] 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 (Omnibus Item)

7. Planning and Zoning Committee Report (Trustee Nawrocki)

- A. Pending Land Use Application, PC 2025-02 – R&M General Contractors, LLC – 5129 Wolf Road, Vacation of Public Right-of-Way and Plat of Resubdivision for a Five-Lot Single Family Residence Subdivision (Report only)

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

- A. [Previously Discussed] Lead Service Line Replacement Cost Share Reimbursement Policy and Permit Program (Omnibus Item)

- B. [Previously Discussed] 53rd Street & Flagg Creek Watermain Project - Rejection of All Bids (Omnibus Item)
- C. [Previously Discussed] Professional Services Agreement with Robinson Engineering, Ltd. for Construction Oversight and Management of the 2025 Sanitary Sewer Point Repairs (Omnibus Item)
- D. [Previously Discussed] Contract with Suburban General Construction for the 2025 Sanitary Sewer Point Repairs Project (Omnibus Item)

9. Properties & Recreation Committee Report (Trustee Avakian)

- A. [Previously Discussed] Agreement with Tria-Architecture for the Space Needs Analysis of the Public Works Facility and Municipal Services and Engineering Departments (Omnibus Item)

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

- A. 51st Annual Emergency Medical Services Week Proclamation (Omnibus Item)
- B. [Previously discussed] Intergovernmental Agreement with the Township of Lyons for the 2025 Summer Intern Program (Omnibus Item)
- C. [Previously discussed] Stray Animal Partnership-Based Services Agreement with the Hinsdale Humane Society (Omnibus Item)

11. Consideration of and Action on Agenda Items

12. 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?

13. Consideration of an Omnibus Vote

- A. A Motion to approve rejection of all bids received for the 53rd Street & Flagg Creek Watermain Project on April 24, 2025 and re-bid the project with contract revisions.
- B. A Motion to proclaim May 18 - 24, 2025 the 51st Annual Emergency Medical Services Week.
- C. Ordinance No. 25-3265
An Ordinance amending Ordinance No. 19-2977 granting a Class "H" (Outdoor Liquor Café) liquor license to Guac N Tacos, LLC d/b/a Guac N Tacos to allow the operation of an expanded outdoor liquor café 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.

- D. Ordinance No. 25-3266
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.
- E. Ordinance No. 25-3267
An Ordinance amending Ordinance No. 17-2878 granting a Class "H" (Outdoor Liquor Café) 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 café 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.
- F. Ordinance No. 25-3268
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.
- G. Resolution No. 25-2909
A 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.
- H. Resolution No. 25-2910
A 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.
- I. Resolution No. 25-2911
A Resolution approving the adoption, implementation and funding of a Lead Service Line Replacement (LSLR) Cost Sharing Reimbursement Policy and Permit Program.
- J. Resolution No. 25-2912
A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and Robinson Engineering, Ltd. of Frankfort, Illinois for construction oversight and management for the 2025 sanitary sewer point repairs project in the Springdale and Ridgewood subdivisions.
- K. Resolution No. 25-2913
A Resolution accepting the lowest cost, qualified and responsive project base bid, authorizing the approval and execution of a construction contract with Suburban General Construction, Inc. of La Grange Park, Illinois, and authorizing the expenditure of Village funds to pay for the sanitary sewer

point repairs in the Springdale and Ridgewood subdivisions in an amount not to exceed \$255,105.00.

L. Resolution No. 25-2914

A Resolution authorizing the waiver of the competitive bid process in lieu of a request for competitive proposals for a Space Needs Analysis of the Public Works Facility and Municipal Services and Engineering Departments, and approving and authorizing the execution of an agreement with TRIA Architecture, Inc. of Burr Ridge, Illinois, in the amount of \$17,500.00.

M. Resolution No. 25-2915

A Resolution approving and authorizing the execution of an Intergovernmental Agreement between the Village of Western Springs and the Township of Lyons regarding Village participation in the Township's internship program.

N. Resolution No. 25-2916

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.

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

15. New Business

16. Old Business

17. Reports

A. Monthly Financial Report (Trustee Chen)

B. Village President Rudolph

C. Village Manager Baer

D. Village Attorney Jurusik

18. Presentation to Outgoing Board Member Trustee James Tyrrell

19. Inauguration Of Newly Elected Officers (Oaths of Office to be Administered)

20. Additional Report - Village President Rudolph

A. Trustee Committee Assignments Effective May 19, 2025

21. Closed Meeting (if needed)

22. 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.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 19, 2025

AGENDA ITEM 5.A.

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: [Previously discussed] Guac N Taco, 800 Hillgrove Avenue Unit 104 – Amendment to Class H Liquor License and Temporary Use Permit (Omnibus Item)

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. The Village Board reviewed this item at their meeting on May 12 and directed Village staff and the Village Attorney to finalize the ordinance for 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 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.

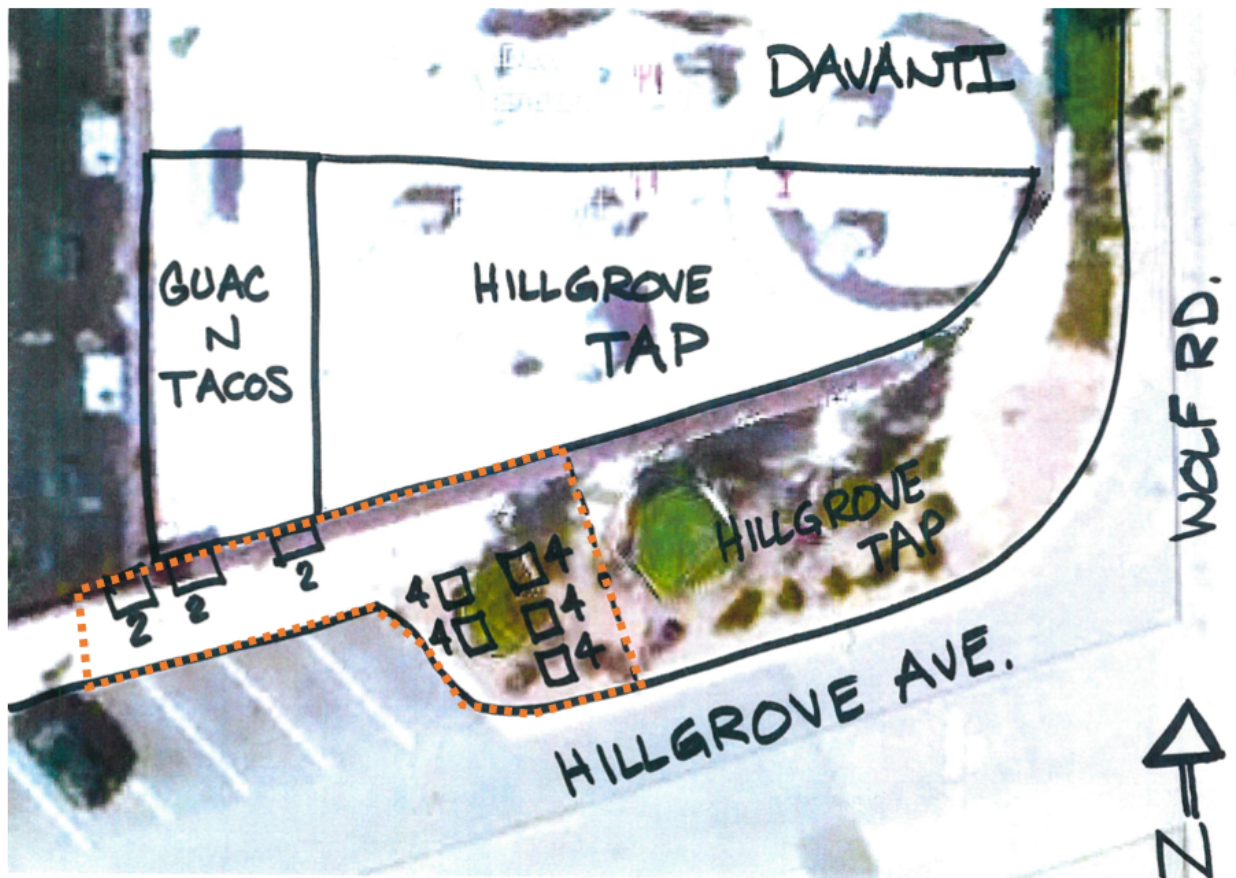


Figure 1 The orange dashed area shows the 2019 approved outdoor café area.

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. 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. The Village Board reviewed the request at their meeting on May 12, 2025, and directed Village staff and the Village Attorney to finalize the ordinance for consideration.

Attachments

1. 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 approve the amended Class H Liquor License under the items contained in the omnibus.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Ordinance

Attachment 1

ORDINANCE NO. 25-_____

VOTE:_____

AYES:_____

NAYS:_____

ABSENT:_____

ABSTAIN:_____

DATE: May 19, 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 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 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 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 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 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 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 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

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 19th 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"

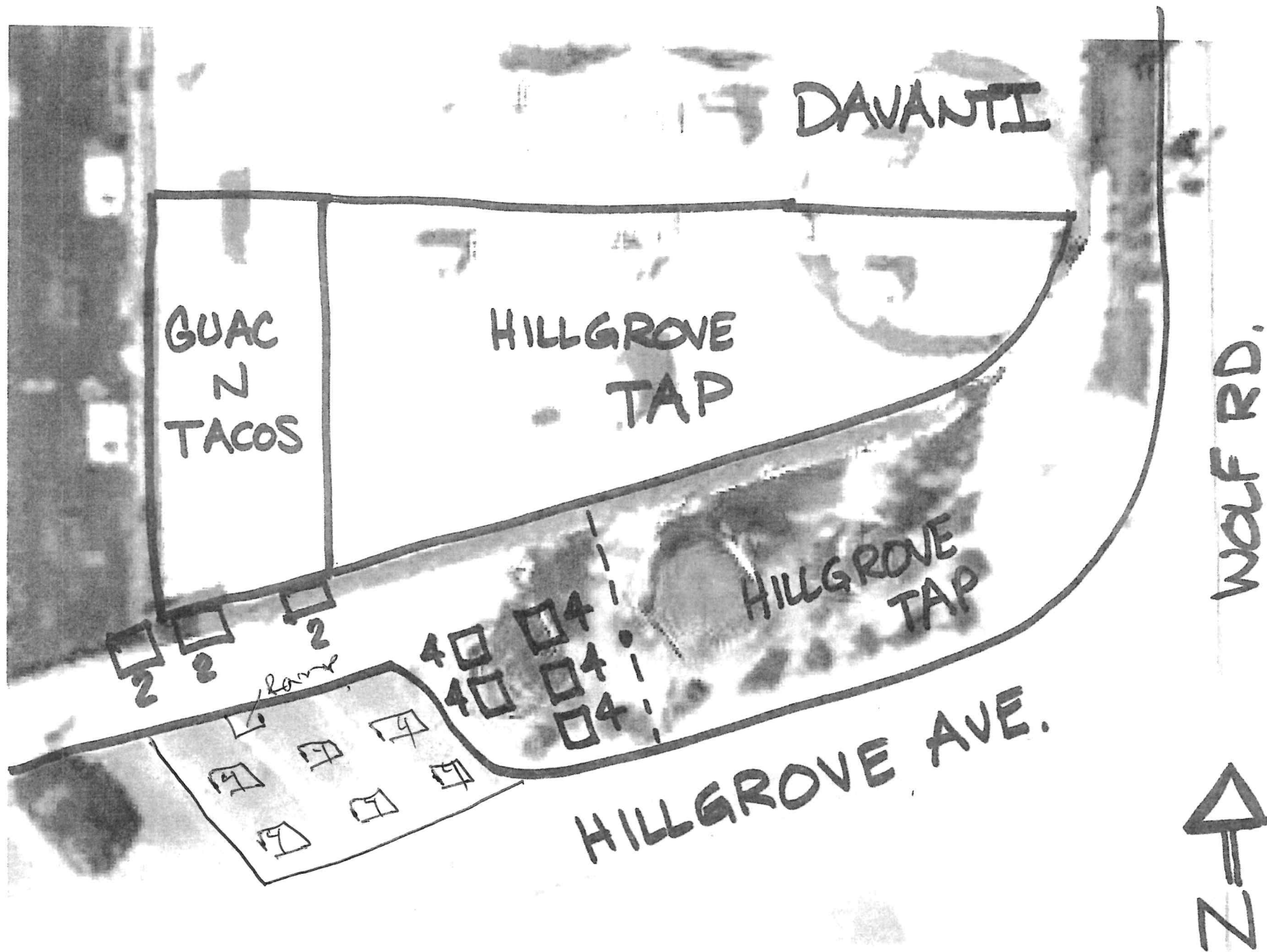
Application submitted March 27, 2025

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

Exhibit "B"

**Amended Outdoor Liquor Café Site Plan
dated March 27, 2025**

(attached)



9/25/19

EXHIBIT "A"

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: May 19, 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 May 19, 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 19, 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 March 27, 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

By: _____
Name: Heidi Rudolph
Title: Village President

Date: _____, 2025

APPLICANT / PERMITTEE

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

By: _____
Name: Alejandro Fuentes
Title: Authorized Corporate Officer / Owner

Date: _____, 2025

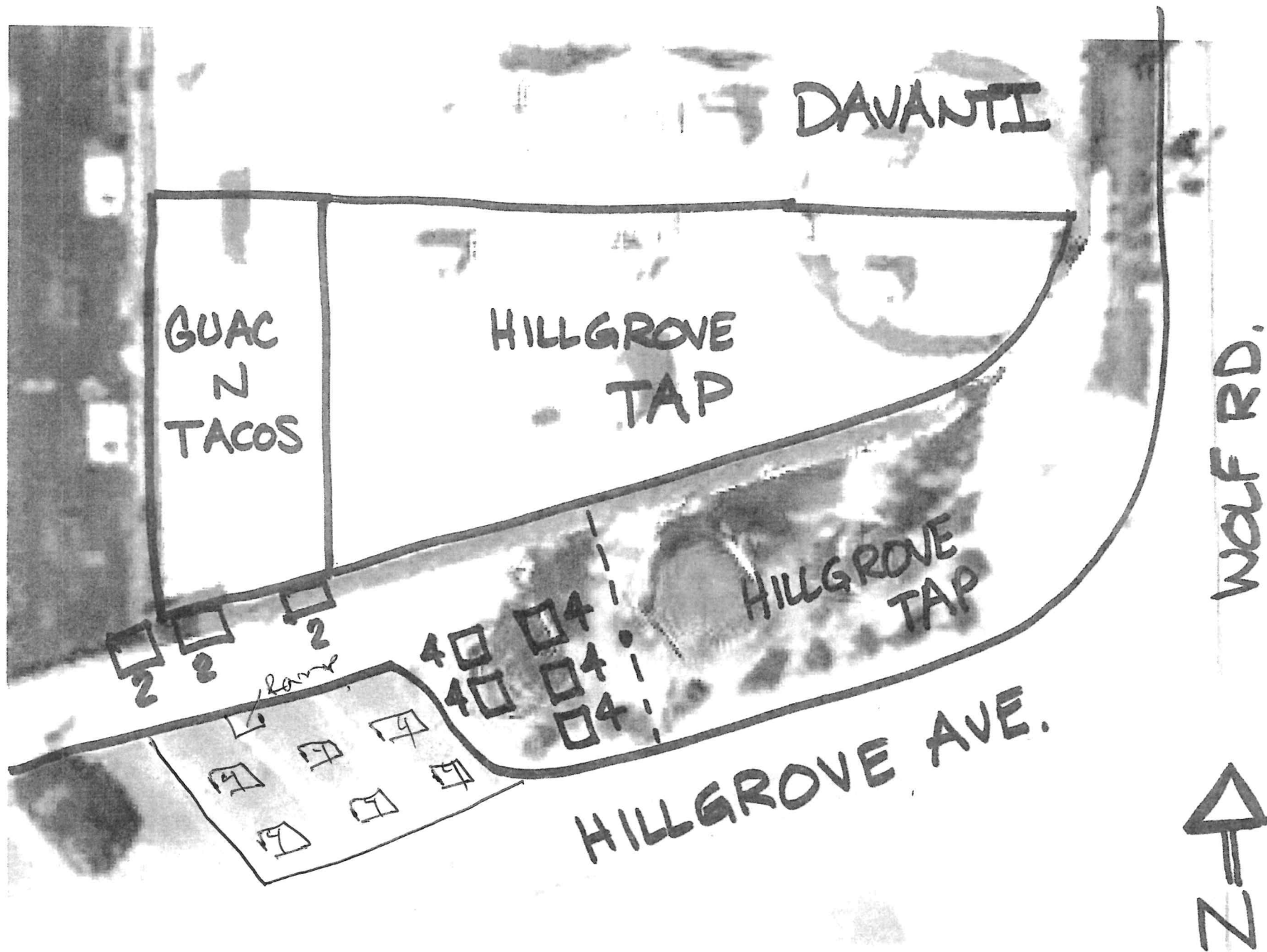
Issuance Date of Outdoor Liquor Café Occupancy Permit: _____, 2025

By: _____
Heather Valone, Director of Community Development

Exhibit "A"

**Outdoor Liquor Café Plan
dated March 27, 2025**

(attached)



9/25/19

EXHIBIT "A"

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)

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

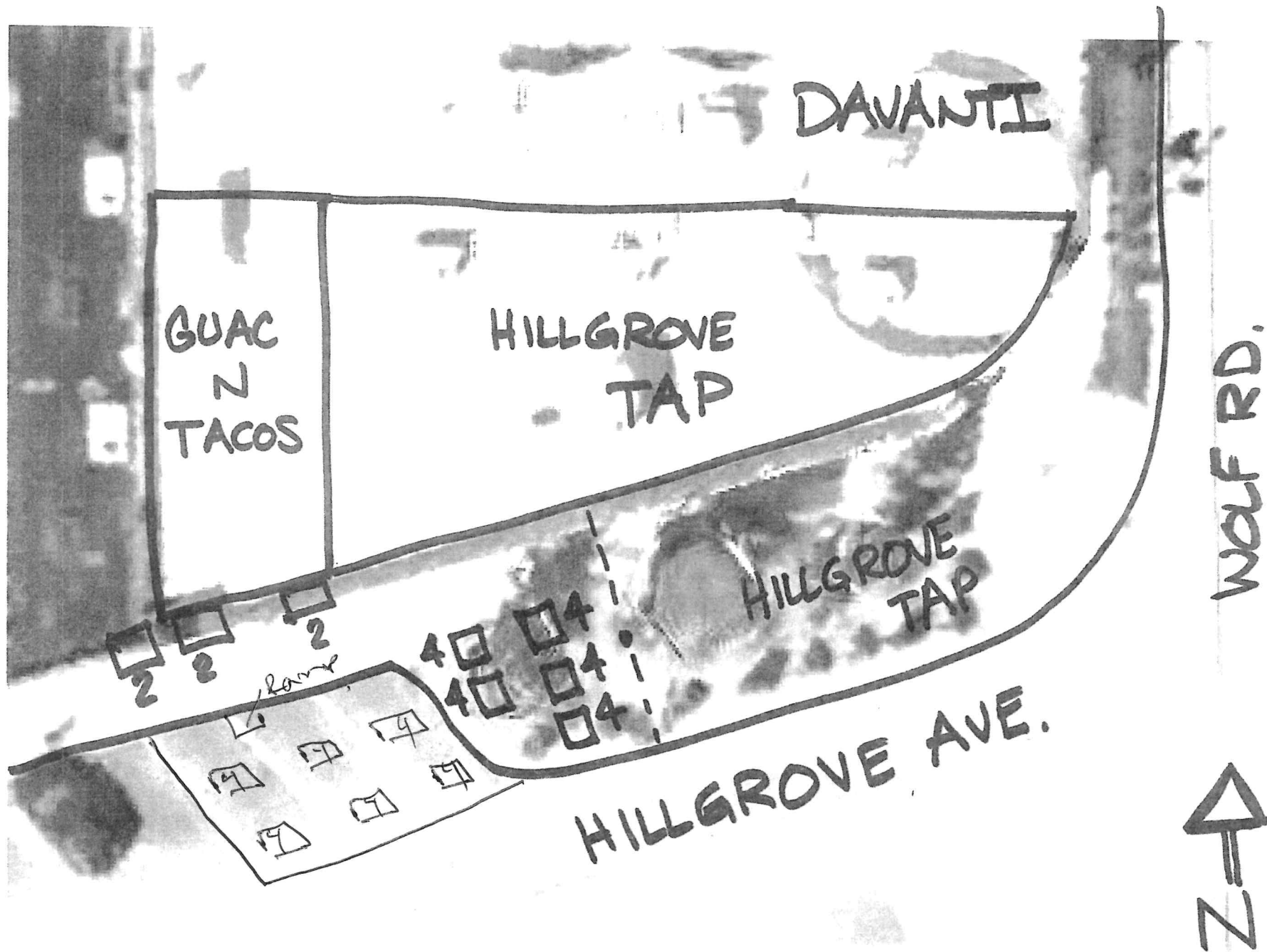
Group Exhibit "A"

Map of Licensed ROW Area

and

Site Plan

(attached)



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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2025

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vienna Peterson 122 W SAINT CHARLES RD STE 2A VILLA PARK, IL 60181	CONTACT NAME: Vienna Peterson	
	PHONE (A/C, No, Ext): (630) 543-6608	FAX (A/C, No):
	E-MAIL ADDRESS: vpeterso@amfam.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Midvale Indemnity Company	
INSURED GUAC N TACOS LLC 800 HILLGROVE AVE UNIT #104 WESTERN SPRINGS IL 60558	NAIC #	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 33647634375540****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	Y	Y	BPP1064379	10/02/2024	10/02/2025	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	☒ UMBRELLA LIAB ☒ OCCUR	Y	Y	910005942771	10/02/2024	10/02/2025	EACH OCCURRENCE	\$1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$1,000,000
	DED ☐ RETENTION \$ ☐							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N ☒ Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCP1009391	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER	
	E.L. EACH ACCIDENT						\$500,000	
	E.L. DISEASE - EA EMPLOYEE						\$500,000	
	E.L. DISEASE - POLICY LIMIT						\$500,000	
A	LIQUOR LIABILITY	Y	Y	BPP1064379	10/02/2024	10/02/2025	OCCURRENCE AGGREGATE	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE VILLAGE OF WESTERN SPRINGS AND ITS FORMER, CURRENT AND FUTURE APPOINTED AND ELECTED OFFICIALS, PRESIDENTS AND TRUSTEES, EMPLOYEES, ATTORNEYS, ENGINEERS, AGENTS AND VOLUNTEERS, AND WALSH CONSTRUCTION, ITS OWNERS AND EMPLOYEES ARE AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS UNDER THE INSURED'S POLICIES, WITH REGARDS TO THE USE OF PUBLIC RIGHTS-OF-WAY, PUBLIC PROPERTY AND PRIVATE PROPERTY FOR ALL TEMPORARY OUTDOOR CAFE DINING/EATING OPERATIONS AND ACTIVITIES.

CERTIFICATE HOLDER

WESTERN SPRINGS BUSINESS ASSOCIATION
PO BOX 172
WESTERN SPRINGS, IL , 60558

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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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 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]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 19, 2025

AGENDA ITEM 5.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: [Previously discussed] Hillgrove Tap, 800 Hillgrove Avenue Units 101, 102, and 103 – Amendment to Class H and B Liquor Licenses and Temporary Use Permit (Omnibus Item)

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. The Village Board reviewed this item at their meeting on May 12 and directed Village staff and the Village Attorney to finalize the ordinances for 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 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. The Applicant is requesting to match the liquor café license to the existing outdoor dining area.

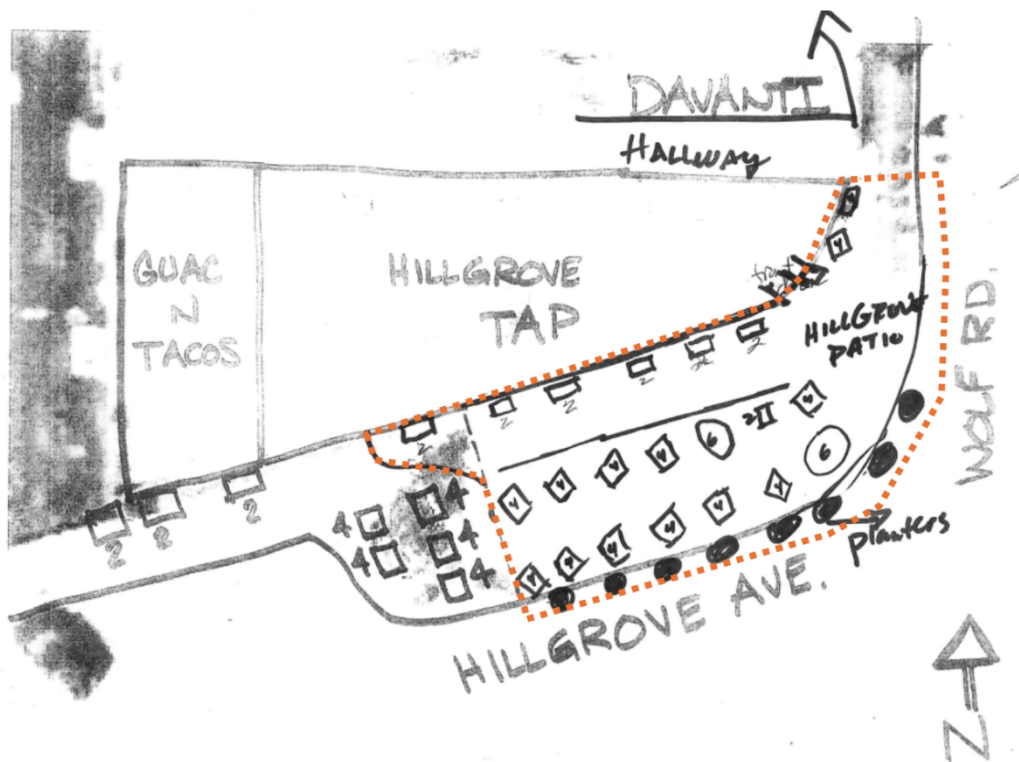


Figure 1 The dashed orange line depicts the extended liquor café area.

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. The Village Board reviewed the request at their meeting on May 12, 2025, and directed Village staff and the Village Attorney to finalize the ordinances for consideration.

Attachments

1. 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.
2. 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 under the items contained in the omnibus.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Ordinance
2. Ordinance

Attachment 1

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]

ORDINANCE NO. 25-_____

VOTE:_____

AYES:_____

NAYS:_____

ABSENT:_____

ABSTAIN:_____

DATE: May 19, 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 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

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 19th 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)

Exhibit "B"

**Amended Outdoor Liquor Café Site Plan
dated March 28, 2025**

(attached)

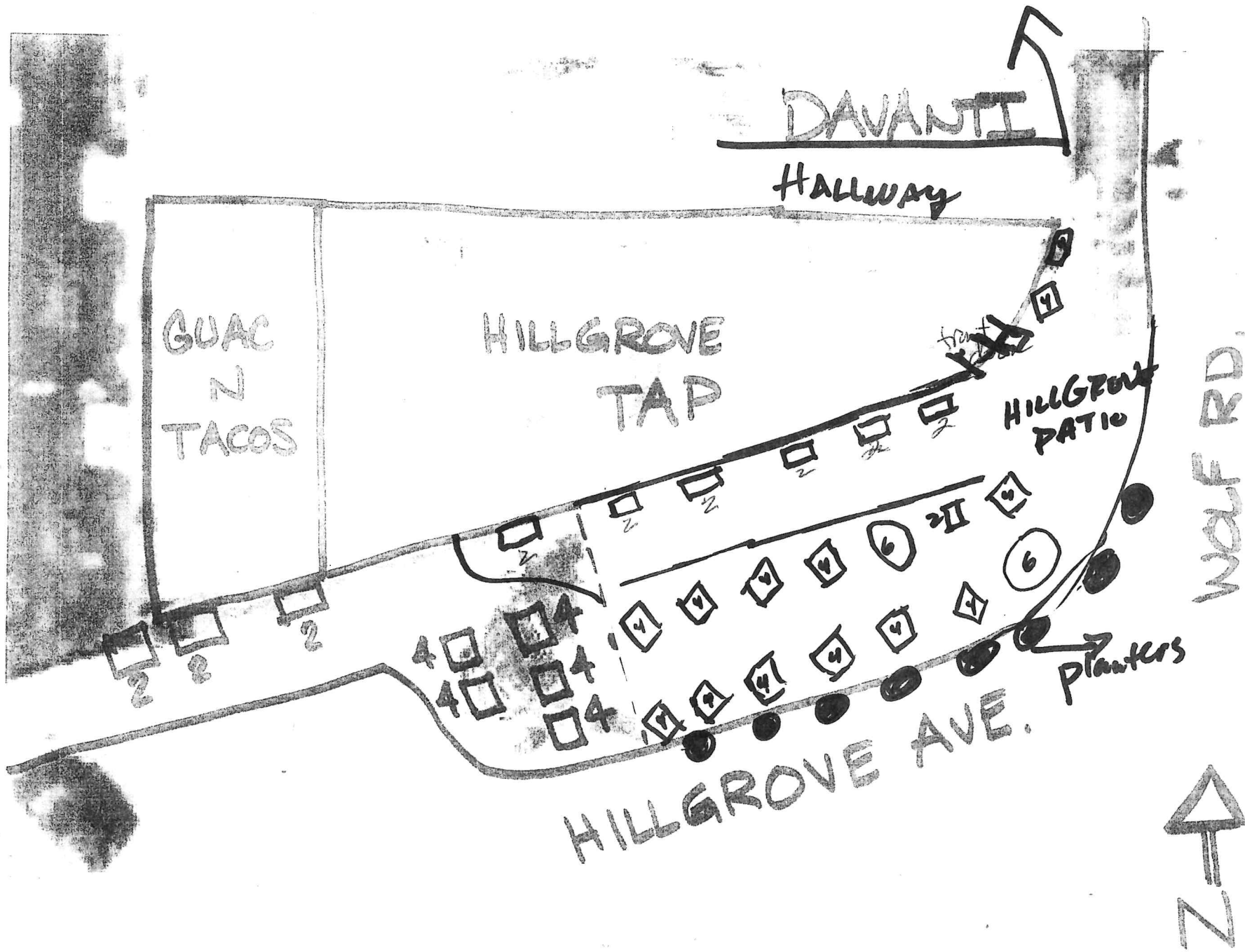


Exhibit "C"

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

(attached)

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

Date of Village Board Approval: May 19, 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 May 19, 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 19, 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 March 28, 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 March 28, 2025**

(attached)

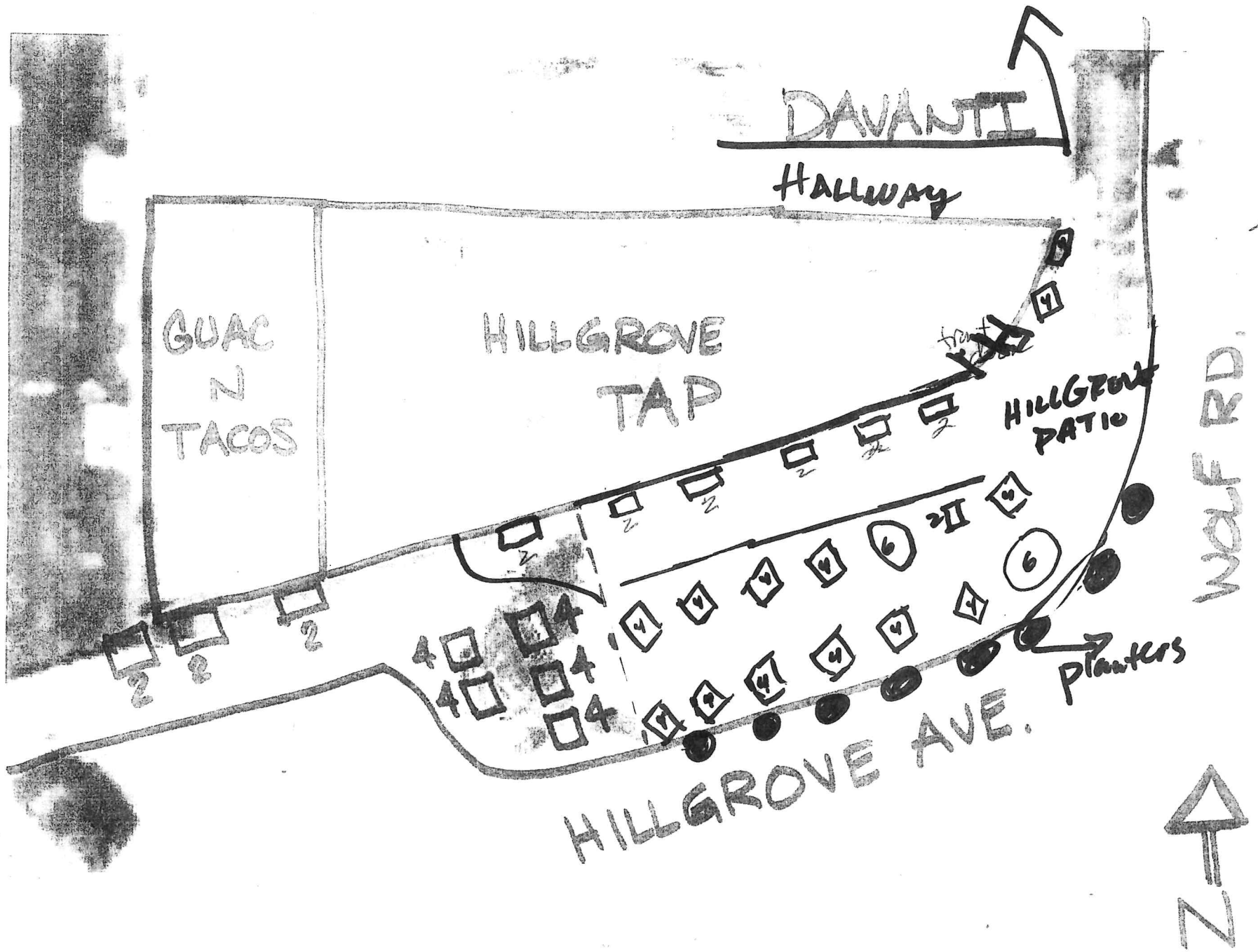


Exhibit "B"

**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)

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
(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

Group Exhibit "A"

Map of Licensed ROW Area

and

Site Plan

(attached)

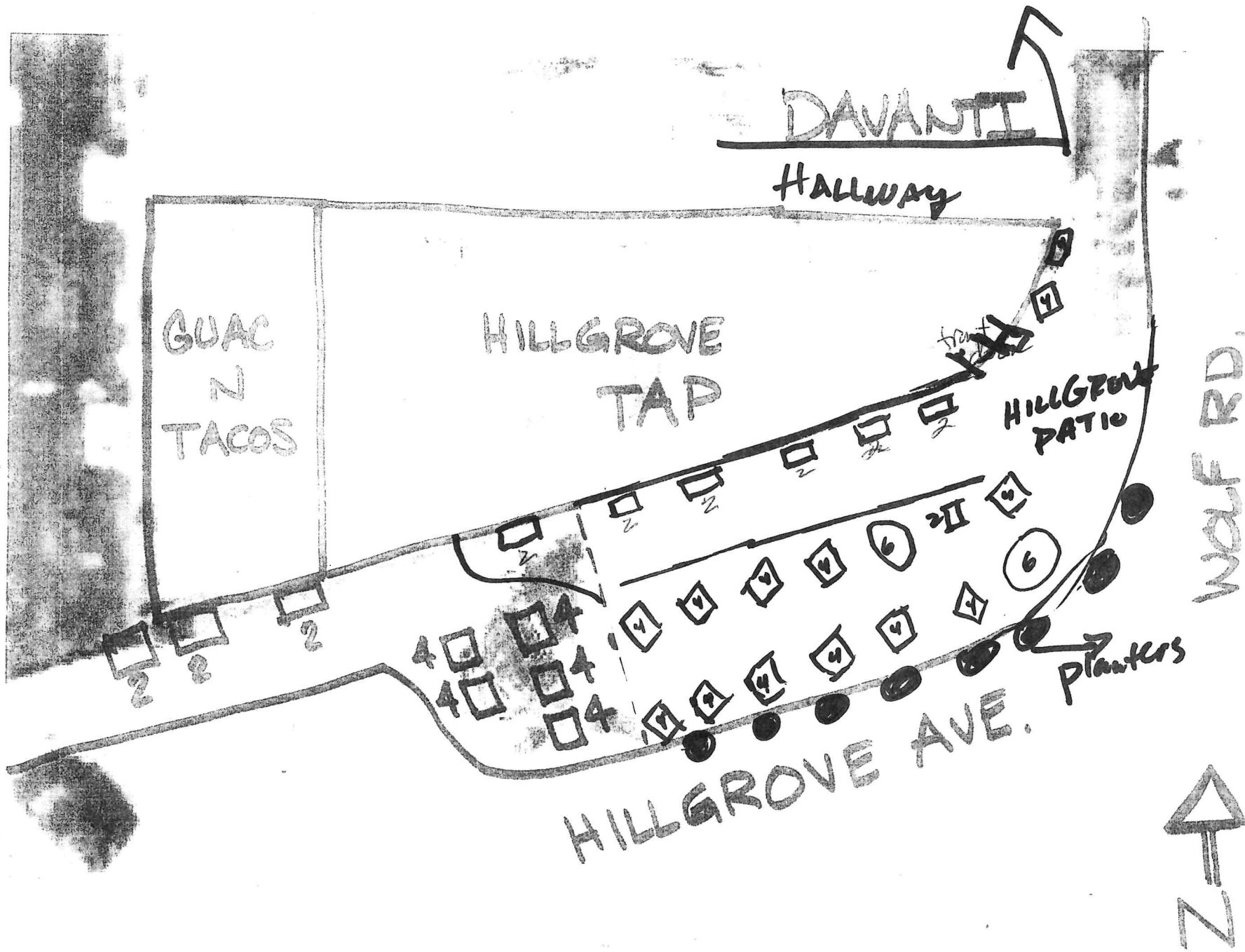


Exhibit "B"

**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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova, CA 95742

CONTACT NAME: Certificate Team

PHONE (A/C, No, Ext): 877-308-9663

FAX (A/C, No): 916-400-2625

E-MAIL ADDRESS: certs@inszoneins.com

License#: 0F82764
HILLTAP-01

INSURED
Hillgrove Tap, LLC
800 Hillgrove Ave., Suite 101
Western Springs, IL 60558

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: AmGUARD Insurance Company

42390

INSURER B: West Bend Mutual Insurance Company

15350

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1490818067

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		B680504 00	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			B680504 00	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			B680504 00	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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 ☒ Y	N/A	HIWC513104	6/1/2024	6/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	LIQUOR LIABILITY			B712598 00	6/1/2024	6/1/2025	Per Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured:
800 Hillgrove LLC
PO Box 112
Western Springs, IL 60558

CERTIFICATE HOLDER**CANCELLATION**

800 Hillgrove LLC
PO Box 112
Western Springs IL 60558

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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and logo are registered marks of ACORD

**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 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]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 19, 2025

AGENDA ITEM 5.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: [Previously discussed] Salerno's Pizza & R Bar, 821 Burlington Avenue – Amendment to Class H Liquor License and Temporary Use Permit (Omnibus Item)

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. The Village Board reviewed this item at their meeting on May 12 and directed Village staff and the Village Attorney to finalize the ordinance for consideration.

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 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. 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 . 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. Staff was able to verify that the site plan complied with minimum clear space areas. The Village Board reviewed the request at their meeting on May 12, 2025, and directed Village staff and the Village Attorney to finalize the ordinance for consideration.

Attachment

1. 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 under the items contained in the omnibus.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Ordinance

Attachment 1

ORDINANCE NO. 25-_____

VOTE:_____

AYES:_____

NAYS:_____

ABSENT:_____

ABSTAIN:_____

DATE: May 19, 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 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

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 19th day of May, 2025.

Edward Tymick, Village Clerk

Group Exhibit "A"

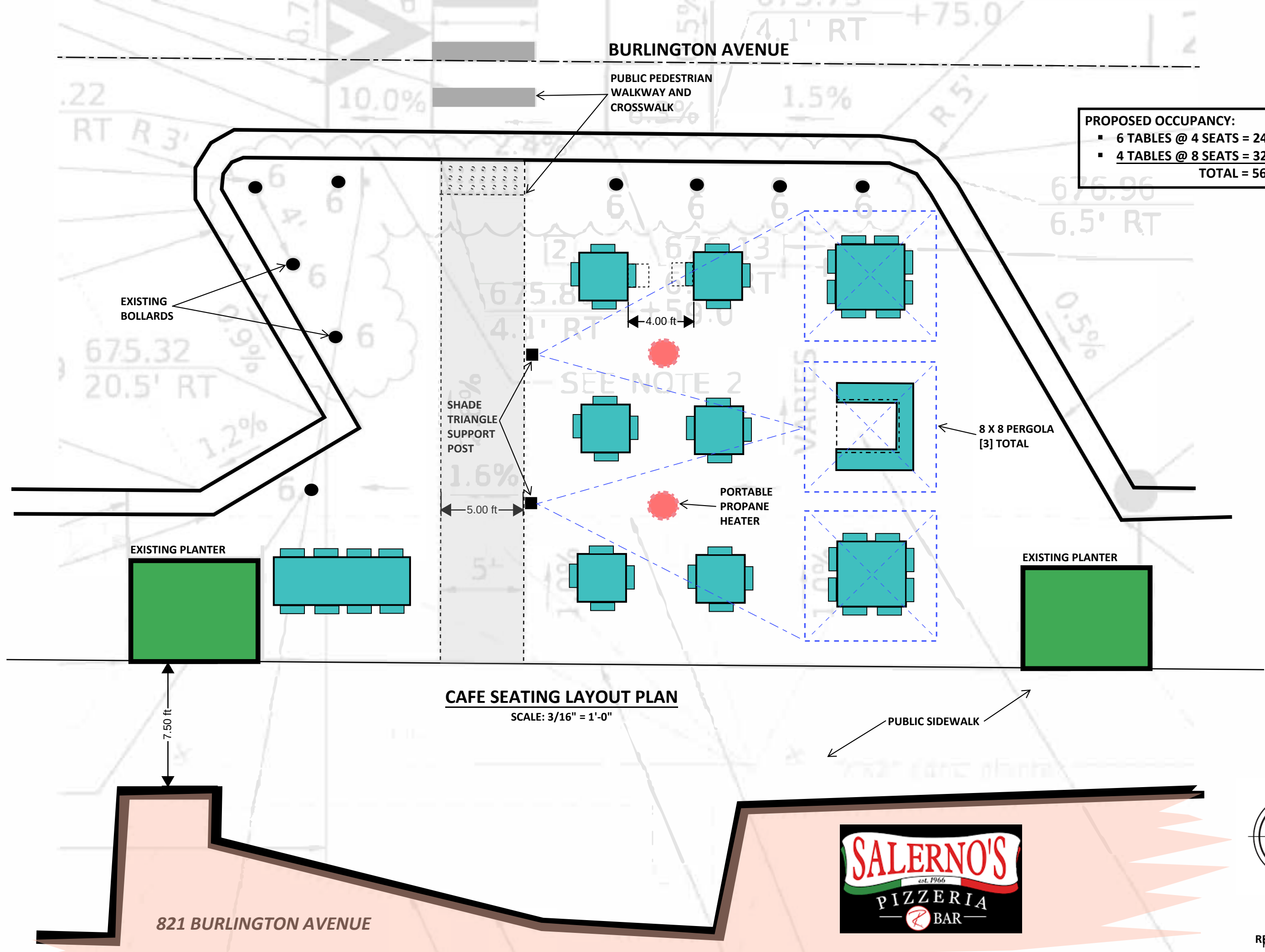
Application submitted date March 15, 2025

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

Exhibit "B"

**Amended Outdoor Liquor Café Site Plan
dated May 12, 2025**

(attached)



PROPOSED OCCUPANCY:

- 6 TABLES @ 4 SEATS = 24
- 4 TABLES @ 8 SEATS = 32
- TOTAL = 56**

CAFE SEATING LAYOUT PLAN
SCALE: 3/16" = 1'-0"

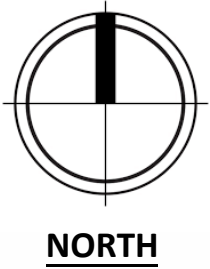


Exhibit "C"

**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: May 19, 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 May 19, 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 19, 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 May 12, 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 Cafe 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

APPLICANT / PERMITTEE

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

By: _____
Name: Heidi Rudolph
Title: Village President

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

Date: _____, 2025

Date: _____, 2025

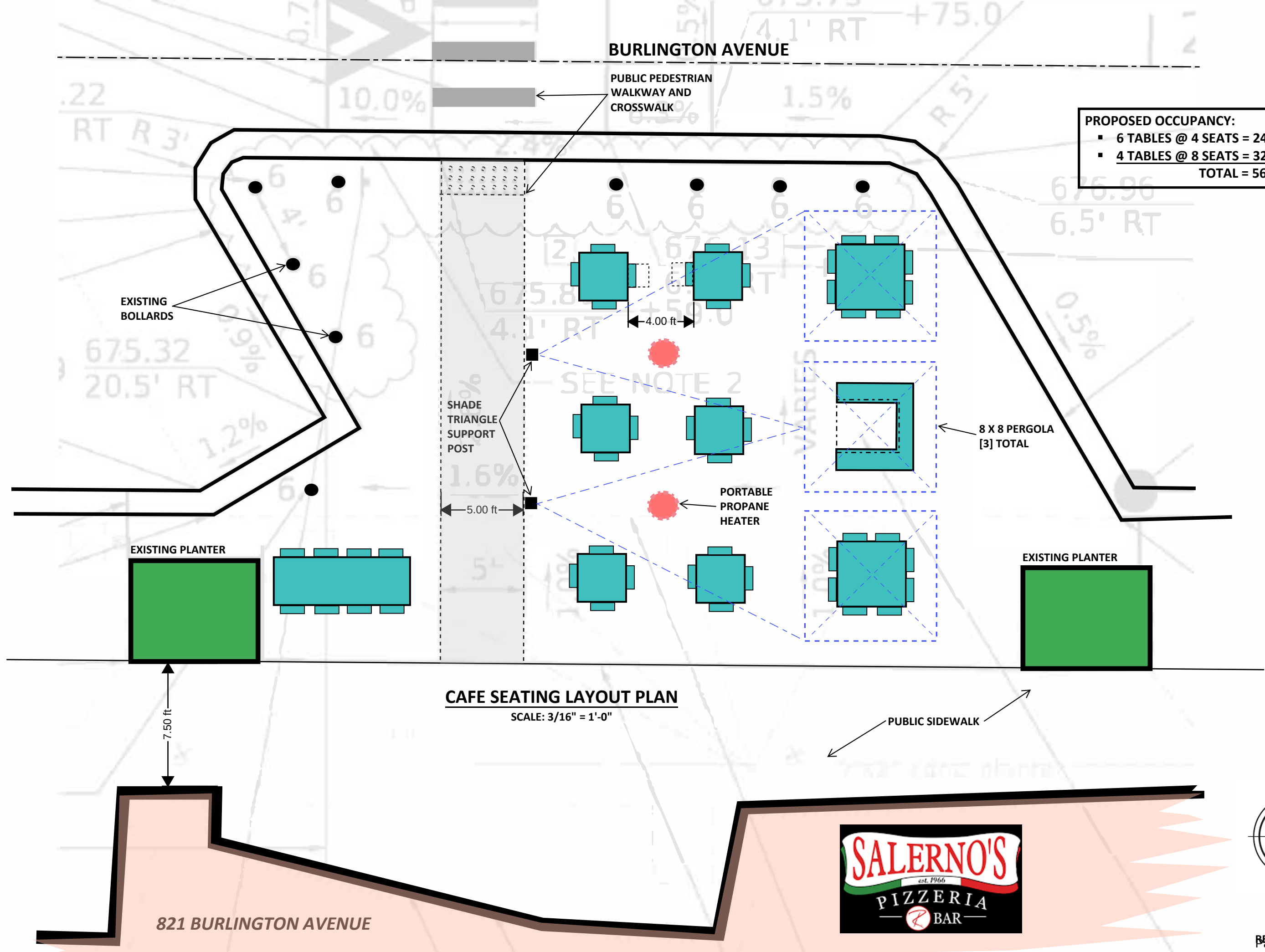
Issuance Date of Outdoor Liquor Café Occupancy Permit: _____, 2025

By: _____
Heather Valone, Director of Community Development

Exhibit "A"

**Outdoor Liquor Café Plan
dated May 12, 2025**

(attached)



PROPOSED OCCUPANCY:

- 6 TABLES @ 4 SEATS = 24
- 4 TABLES @ 8 SEATS = 32
- TOTAL = 56**

CAFE SEATING LAYOUT PLAN
SCALE: 3/16" = 1'-0"

PUBLIC SIDEWALK

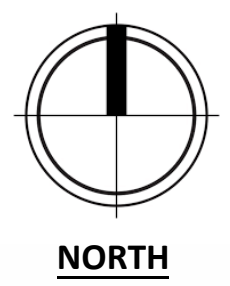


Exhibit "B"

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)

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

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

By: _____

By: _____

Name: _____

Name: _____

Village President

Title: _____

Authorized Corporate Officer

Date: _____, 2025

Date: _____, 2025

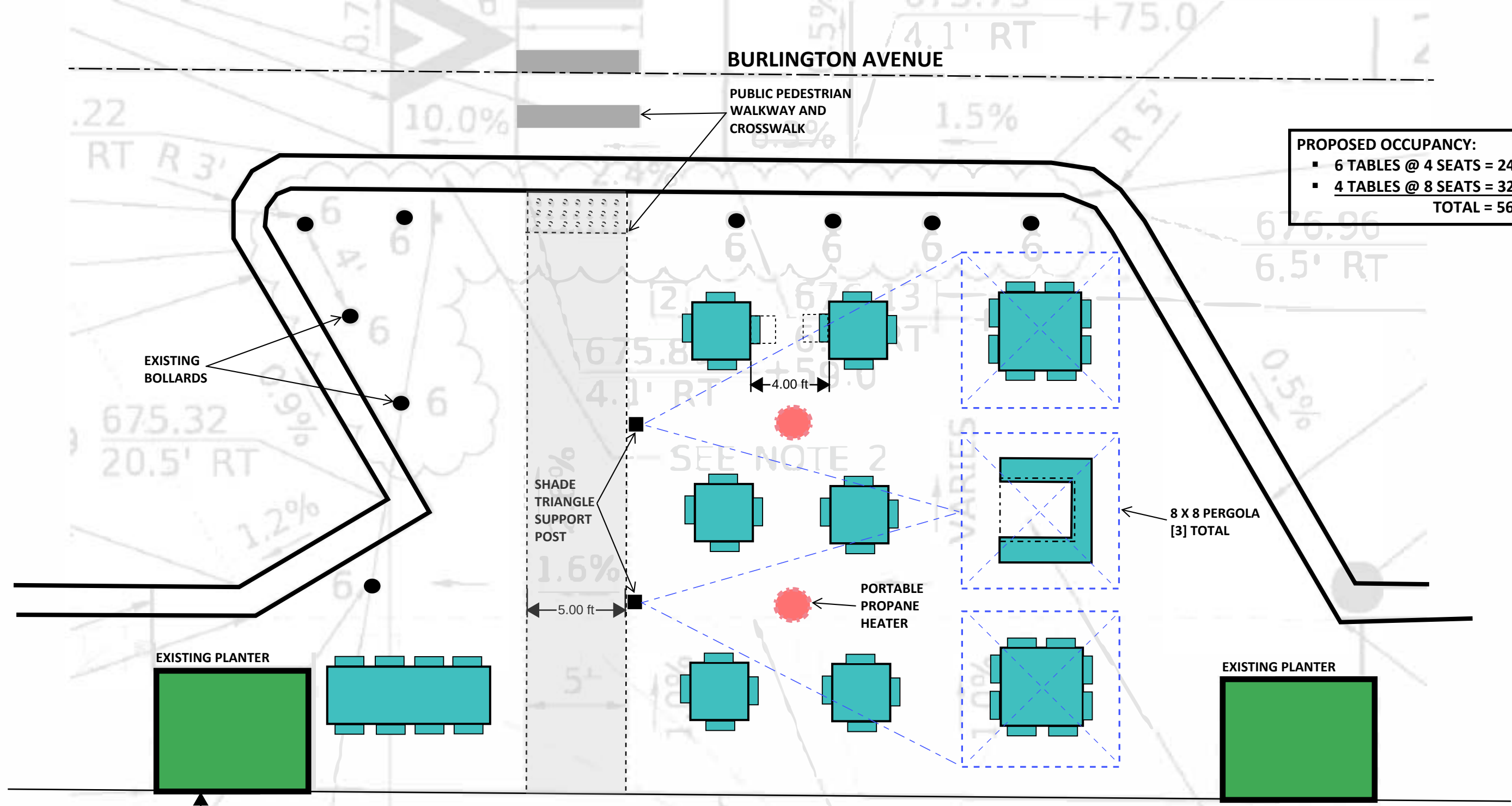
Group Exhibit "A"

Map of Licensed ROW Area

and

Site Plan

(attached)



CAFE SEATING LAYOUT PLAN
SCALE: 3/16" = 1'-0"

PUBLIC SIDEWALK

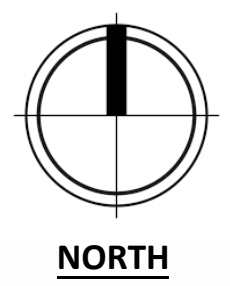


Exhibit "B"

**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)



LMACCHIONE

1/24/2025

PRODUCER		CONTACT NAME:	
A.M. Insurance Group, Inc.		PHONE (A/C, No, Ext): (847) 888-9820	FAX (A/C, No): (847) 888-9832
4N701 School Road		E-MAIL ADDRESS: coirequest@aminsurancegroup.com	
Saint Charles, IL 60175		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Specialty Risk of America	
		INSURER B : Sequoia Insurance Company	22985
		INSURER C : Specialty Risk of America	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED	Salerno's Western Springs, Inc. DBA Salerno's Pizza & R Bar 821 Burlington Ave. Western Springs, IL 60558		

INSR LTR	TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						CPP1035897	1/25/2025	1/25/2026	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE ☒ OCCUR									DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
										MED EXP (Any one person)	\$ 5,000
										PERSONAL & ADV INJURY	\$ 1,000,000
										GENERAL AGGREGATE	\$ 2,000,000
										PRODUCTS - COMP/OP AGG	\$ 2,000,000
											\$
	GEN'L AGGREGATE LIMIT APPLIES PER:										
	☒ POLICY	☐ PROJECT	☐ LOC								
	OTHER:										
A	AUTOMOBILE LIABILITY						CPP1035897	1/25/2025	1/25/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 25,000
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS									BODILY INJURY (Per person)	\$ 50,000
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY									BODILY INJURY (Per accident)	\$
	UM HNOA ☒ UIM HNOA ☒									PROPERTY DAMAGE (Per accident)	\$
											\$
											\$
C	☒	UMBRELLA LIAB		☒ OCCUR			UMB1000740	1/25/2025	1/25/2026	EACH OCCURRENCE	\$ 1,000,000
		EXCESS LIAB		☐ CLAIMS-MADE						AGGREGATE	\$ 1,000,000
		DED	☒ RETENTION \$	10,000							\$
											\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						QWC1279457	3/28/2024	3/28/2025	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N									E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$ 500,000
										E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Liquor Lia						CPP1035897	1/25/2025	1/25/2026	ea common cause	1,000,000

**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 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]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 19, 2025

AGENDA ITEM 6.A.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: [Previously discussed] TIF Incentive Rebate Payment to Hawthorn 45, LLC (Omnibus Item)

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 19, 2025

AGENDA ITEM 6.B.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: [Previously discussed] 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 (Omnibus Item)

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 19, 2025

AGENDA ITEM 7.A.

To: Board of Trustees

From: Heather Valone, Director of Community Development , Kelsey Fawell, Senior Planner

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Jeff Koza, Director of Engineering Services, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney

RE: Pending Land Use Application, PC 2025-02 – R&M General Contractors, LLC – 5129 Wolf Road, Vacation of Public Right-of-Way and Plat of Resubdivision for a Five-Lot Single Family Residence Subdivision (Report only)

Recommendation

The Plan Commission reviewed this item at their meeting on April 16, 2025, and recommended the approval of the vacation and resubdivision with conditions. The Planning and Zoning Committee reviewed this item at their meeting on April 24, 2025, and recommended the approval of the vacation and resubdivision with conditions.

Summary

Request

R & M General Contractors, LLC (the “Applicant”) submitted an application requesting the vacation of the cul-de-sac at the end of the 5100 block of Johnson Avenue, a plat of resubdivision to create five new single family lots, and re-establish the cul-de-sac and right-of-way (“ROW”) south of the existing cul-de-sac. The Applicant is also seeking that the existing conditional uses on the 5129 Wolf Road property be dissolved. The Applicant is the contract purchaser of the property at 5129 Wolf Road also known as the St. James Lutheran Church property (the “Subject Property”) (Figure1).

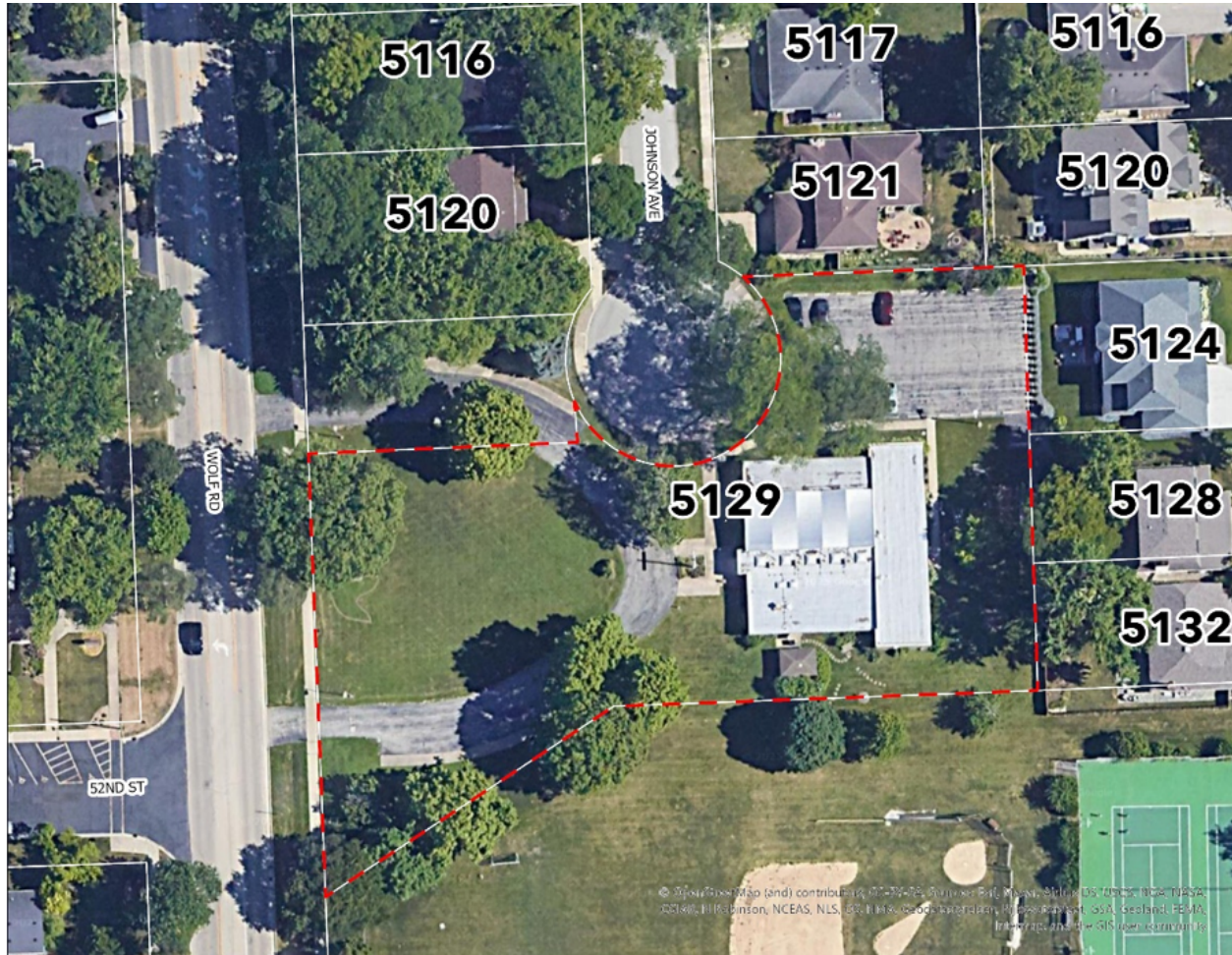


Figure 1 The dashed red line indicates the boundaries of the 5129 Wolf Road property.

The Applicant is joined in the application by two neighboring property owners, Andrew Schreiber, owner of 5120 Johnson Avenue, and Randy Porzel, owner of 5121 Johnson Avenue, adjacent to the cul-de-sac. The application requests that the existing cul-de-sac be vacated and portions of the rounded portion of the cul-de-sac area be vacated and combined with the existing properties 5120 Johnson Avenue, 5121 Johnson Avenue, and one of the proposed lots (Figure 2). The Applicant is requesting that the fee for the vacation of the cul-de-sac be waived.

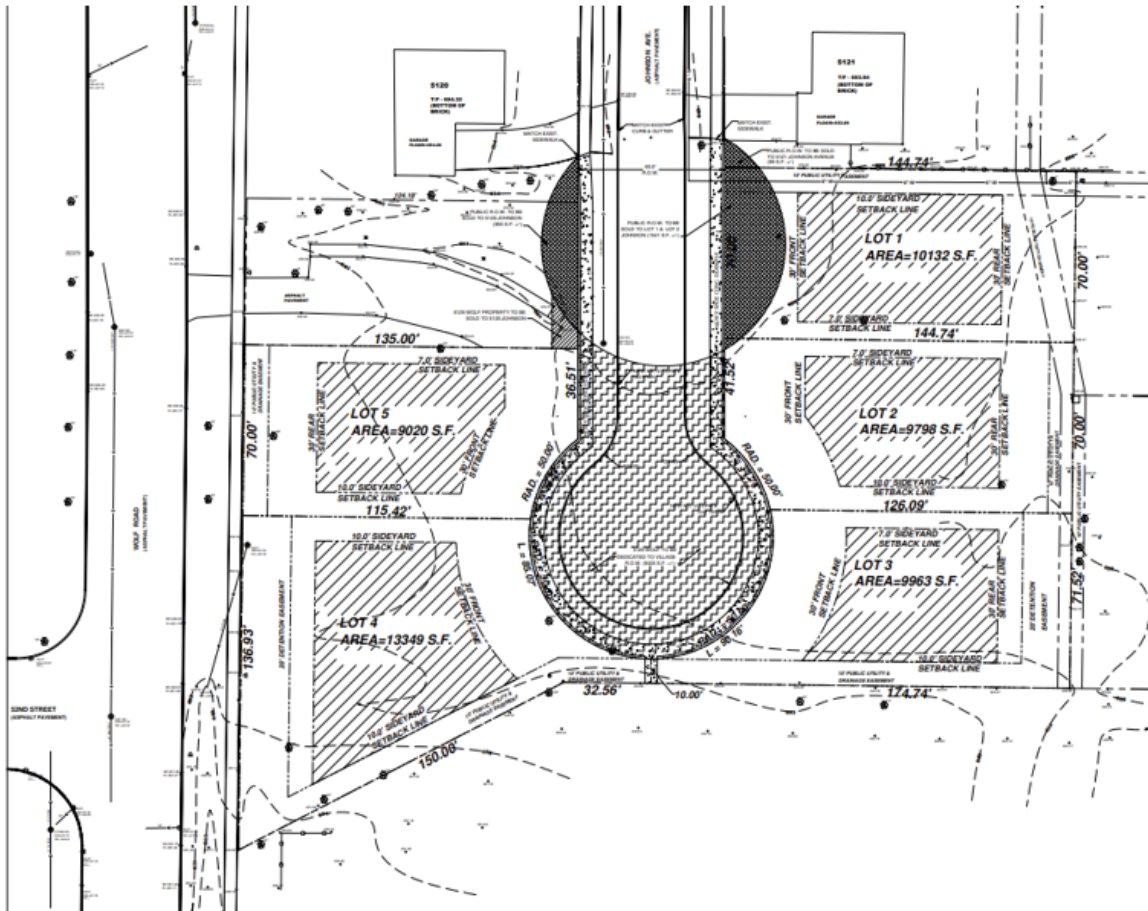


Figure 2 Depicts the location of the existing cul-de-sac and the proposed related cul-de-sac. The dark gray areas show the area to be vacated.

The Applicant is proposing to re-establish the cul-de-sac roughly 120 ft. south, extending Johnson Avenue. The re-established street, parkway, and sidewalks would be re-dedicated to the Village. The applicant is also proposing a paved pathway connecting the sidewalk to Springdale Park at the end of the cul-de-sac. The sidewalk segment is five feet wide and 10 ft. long. The Applicant is not seeking any zoning change or relief.

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. The comments related to parking for Springdale Park, drainage, and proposed utilities. After hearing public comment and a presentation from the Applicant the Plan Commission recommended approval of the application conditions related to the plat of vacation, plat of resubdivision and engineering plans. The Planning and Zoning Committee reviewed the application at their meeting on April 24, 2025, and recommended approval and advancement to the Village Board for review and discussion. The Applicant has indicated that they have no objections to the conditions and will comply with all conditions.

The Applicant is working to update the plans to comply with the conditions from the Plan

Commission and the Planning and Zoning Committee. Staff will provide a brief status update on the pending application.

Financial Impact

None.

Recommended Motion

None

Strategic Plan Alignment

Economic Development.

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 19, 2025

AGENDA ITEM 8.A.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: [Previously Discussed] Lead Service Line Replacement Cost Share Reimbursement Policy and Permit Program (Omnibus Item)

Recommendation

Consider a recommendation to approve the Lead Service Line Replacement (LSLR) Cost Share Program application.

Summary

On March 4, 2025, staff presented 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 at their own cost and receive a reimbursement of up to \$5,000 towards the replacement.

During March, 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 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 on April 15, 2024, outlining how they will fully replace all lead service lines within a set timeframe. 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.

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 homes served by lead service lines of the program and provide ongoing education about lead exposure risks and the replacement process.

Recognizing the need that some residents may wish to replace their lead service line sooner

than the they might be programmed in, the Village approved \$50,000 in the 2025 budget for this program to allow residents on a "first come, first served basis" to apply for a cost-share should they wish to replace their lead service line themselves.

The final program, procedure, and rules 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 recommend to the Village Board the approval of the Lead Service Line Replacement Cost Share Reimbursement Policy and Permit 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 _____



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.

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
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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 19, 2025

AGENDA ITEM 8.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: [Previously Discussed] 53rd Street & Flagg Creek Watermain Project - Rejection of All Bids (Omnibus Item)

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 19, 2025

AGENDA ITEM 8.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: [Previously Discussed] Professional Services Agreement with Robinson Engineering, Ltd. for Construction Oversight and Management of the 2025 Sanitary Sewer Point Repairs (Omnibus Item)

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. Resolution No. 25-____ re PSA with Robinson Engineering for Construction and Management Oversight of Sanitary Sewer Point Repair
2. Group Exhibit A Part 1 of 2 - PSA and Proposal (Robinson Engineering) for Sanitary Sewer Point Repair Construction and Manageme
3. Group Exhibit A Part 2 of 2--Rider to PSA with Robinson Engineering for Construction Management and Oversight of Sanitary Sewer

DRAFT 5.12.2025
RESOLUTION NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

DATE: May 19, 2025

OTHER: _____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND ROBINSON
ENGINEERING, LTD. OF FRANKFORT, ILLINOIS
FOR CONSTRUCTION OVERSIGHT AND
MANAGEMENT FOR THE 2025 SANITARY SEWER
POINT REPAIRS PROJECT IN THE SPRINGDALE
AND RIDGEWOOD SUBDIVISIONS.**

WHEREAS, the President and Board of Trustees of the Village of Western Springs (“Village” or “Village Board”) and Robinson Engineering, Ltd. of Frankfort, Illinois (“Engineer”) desire to enter into a Professional Services Agreement for Construction Oversight and Management for the 2025 Sanitary Sewer Point Repairs in the Springdale and Ridgewood Subdivisions (collectively, the “Services”) and its Exhibit “1” entitled “Rider to Professional Services Agreement Between The Village Of Western Springs and Robinson Engineering, Ltd. in Regard to Professional Services Agreement for Construction Oversight and Management for the 2025 Sanitary Sewer Point Repairs in the Springdale and Ridgewood Subdivisions”, copies of which are attached hereto as Group Exhibit “A” and made a part hereof (collectively the “PSA”); and

WHEREAS, the Services to be performed will include construction oversight and management of the sanitary sewer point repairs in the Springdale and Ridgewood Subdivisions, as described in detail in Group Exhibit “A”; and

WHEREAS, pursuant to the Engineer’s proposal, the fee to perform the Services is a “not-to-exceed” fee of \$36,750.00. The Engineer’s fee will be paid from the Village’s Sewer Fund; and

WHEREAS, at an open public meeting held on May 6, 2025, the Village’s Properties and Recreation Committee (“Committee”) reviewed and discussed the terms of the attached PSA, received input from Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; 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 Services, the PSA and the Committee’s recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its May 19, 2025 Regular meeting, the Village Board accepted the Committee’s recommendation to approve and enter into the PSA; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, under 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 State of Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached PSA, 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, businesses and the public to approve and enter into the attached PSA.

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 Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Construction Oversight and Management for the 2025 Sanitary Sewer Point Repairs in the Springdale and Ridgewood Subdivisions (“Services”) and its Exhibit “1” entitled “Rider to Professional Services Agreement Between The Village Of Western Springs and Robinson Engineering, Ltd. in Regard to Professional Services Agreement Construction Oversight and Management for the 2025 Sanitary Sewer Point Repairs in the Springdale and Ridgewood Subdivisions” (collectively the “PSA”), substantially in 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. In addition, the Village Board authorizes and directs the Village President and Village Clerk, or their designees, to execute the final version of the PSA, and to execute such other documents as are necessary to fulfill the Village’s obligations under the PSA.

Section 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees further approve and authorize the expenditure of Village Sewer Funds and/or other available funds to pay for the Village’s financial obligations under the PSA, 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 PSA.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the PSA by the Village President and Village Clerk, or their designees, the Village Clerk’s Office shall arrange for the delivery of a certified copy of this Resolution and an executed version of the attached PSA to the Engineer 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, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**Professional Services Agreement
Between The Village Of Western Springs And Robinson Engineering, Ltd. Of Frankfort, Illinois
For Construction Oversight And Management For The 2025 Sanitary Sewer Point Repairs
In The Springdale And Ridgewood Subdivisions**

And

Exhibit "1"

**Rider To Professional Services Agreement
Between The Village Of Western Springs And Robinson Engineering, Ltd. Of Frankfort, Illinois
For Construction Oversight And Management For The 2025 Sanitary Sewer Point Repairs
In The Springdale And Ridgewood Subdivisions**

(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 AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF WESTERN SPRINGS AND ROBINSON ENGINEERING, LTD. OF FRANKFORT, ILLINOIS
FOR CONSTRUCTION OVERSIGHT AND MANAGEMENT
FOR THE 2025 SANITARY SEWER POINT REPAIRS PROJECT
IN THE SPRINGDALE AND RIDGEWOOD SUBDIVISIONS**

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 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

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

Client's Initial: _____ Date: _____

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.

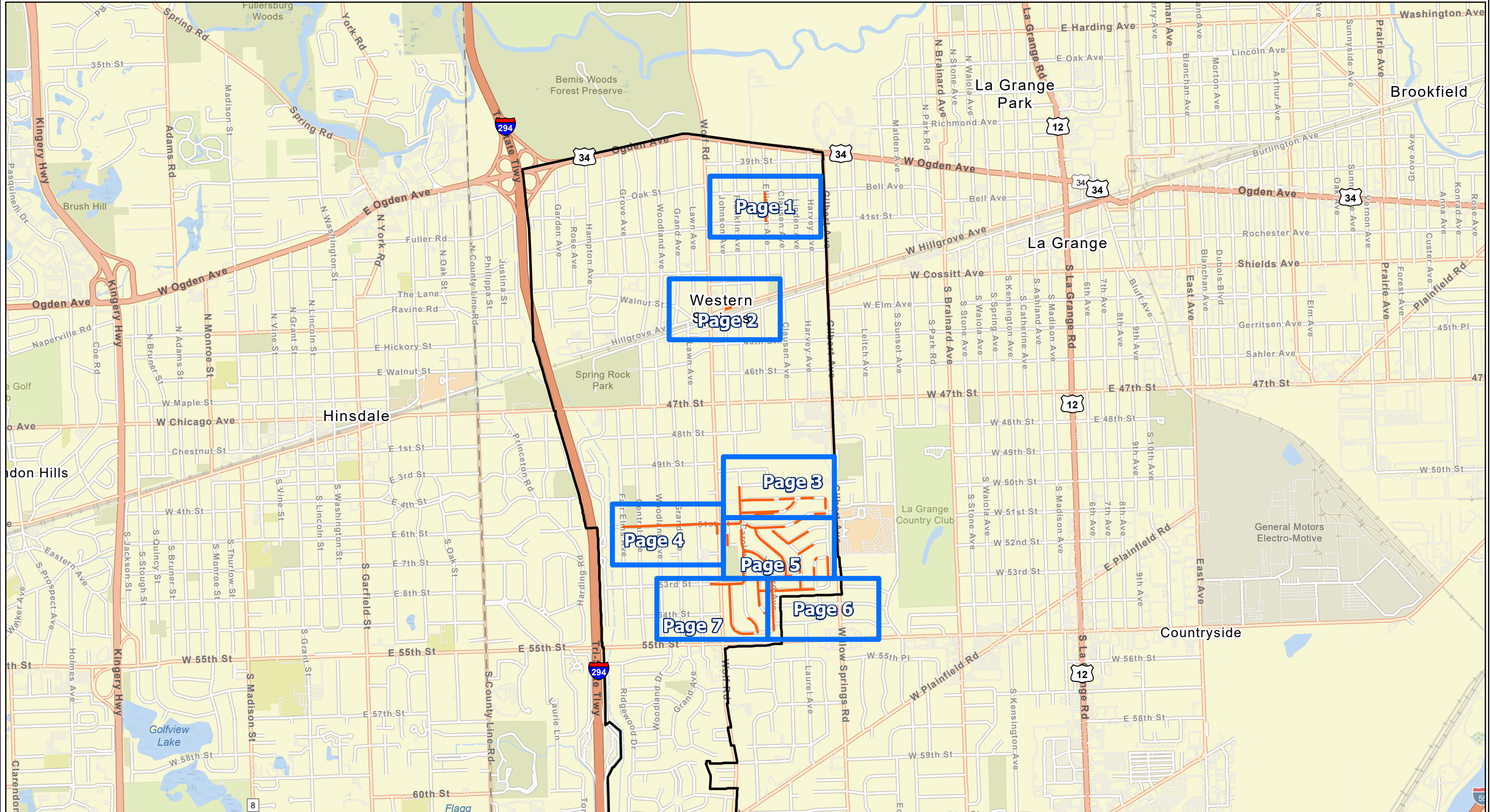
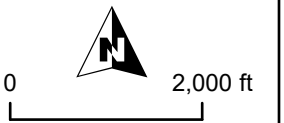
TERMS OF PAYMENT – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall 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

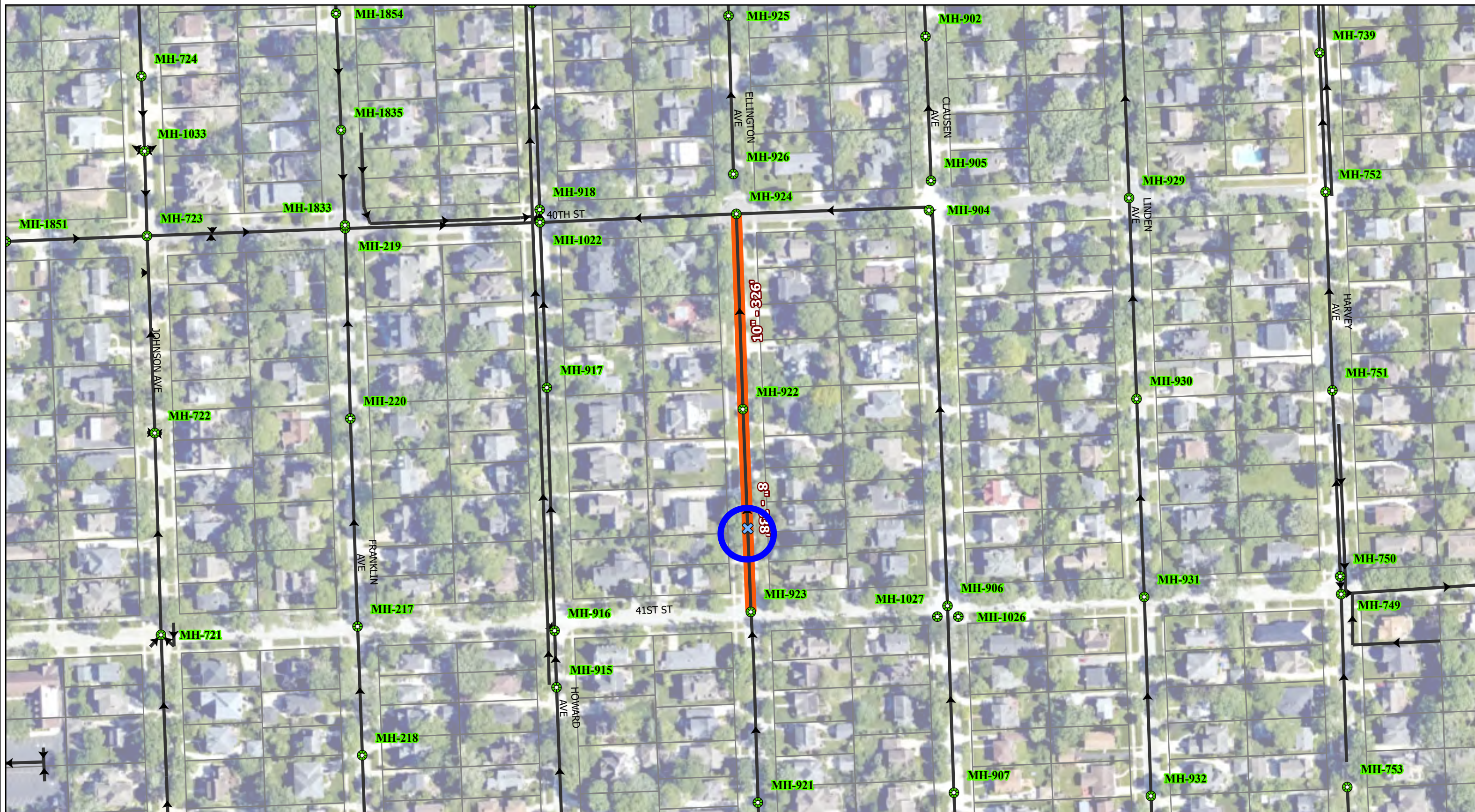
Project 22-R0320
Date: 4/14/2023





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	Page 1 of 7	Project 22-R0320 Date: 4/21/2023	
Sanitary Mains	Service Lateral	Lateral Grouting	Sanitary Sewer Point Repairs	County Roads					

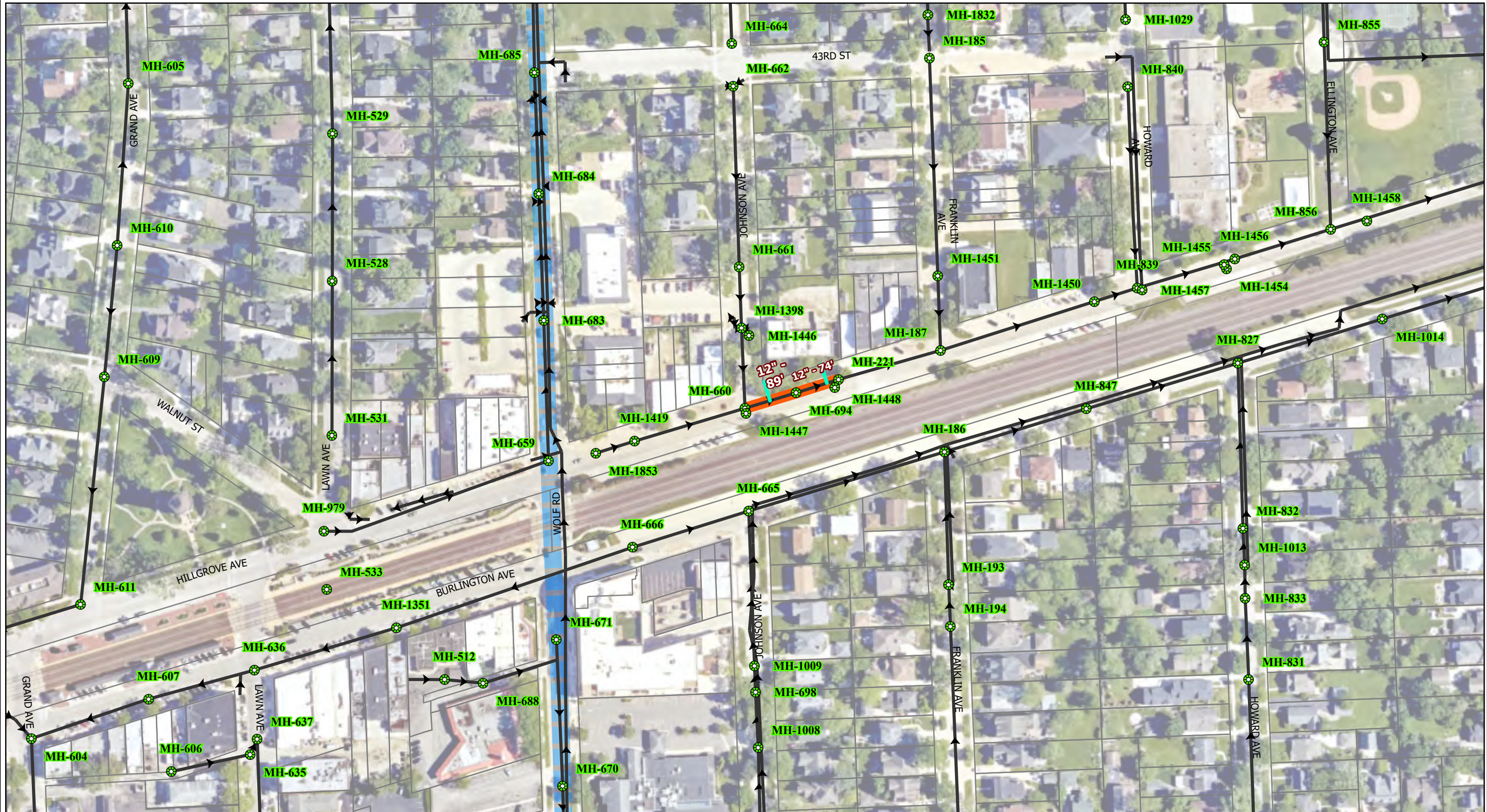
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Village of Western Springs

CURED-IN-PLACE PIPELINING 2023

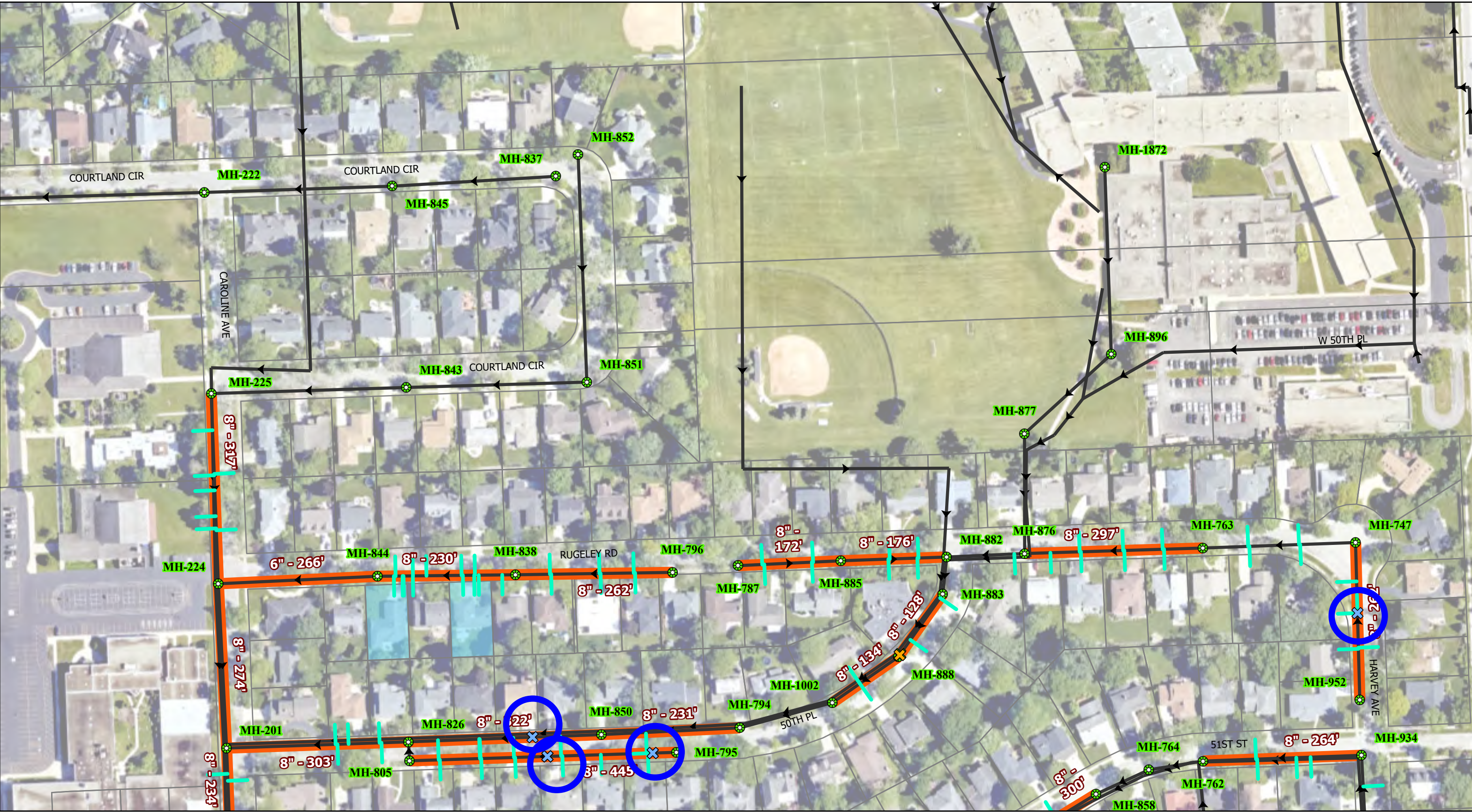


Sanitary Sewer Manholes	Cured-In-Place Pipelining	Joints to be Grouted	Lateral T-Liner	State Roads	Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor)	Point Repair Locations	Page 2 of 7	Project 22-R0320 Date: 4/21/2023	
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Village 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)
Sanitary Mains	Service Lateral	Lateral Grouting	Sanitary Sewer Point Repairs	County Roads	

Point Repair Locations

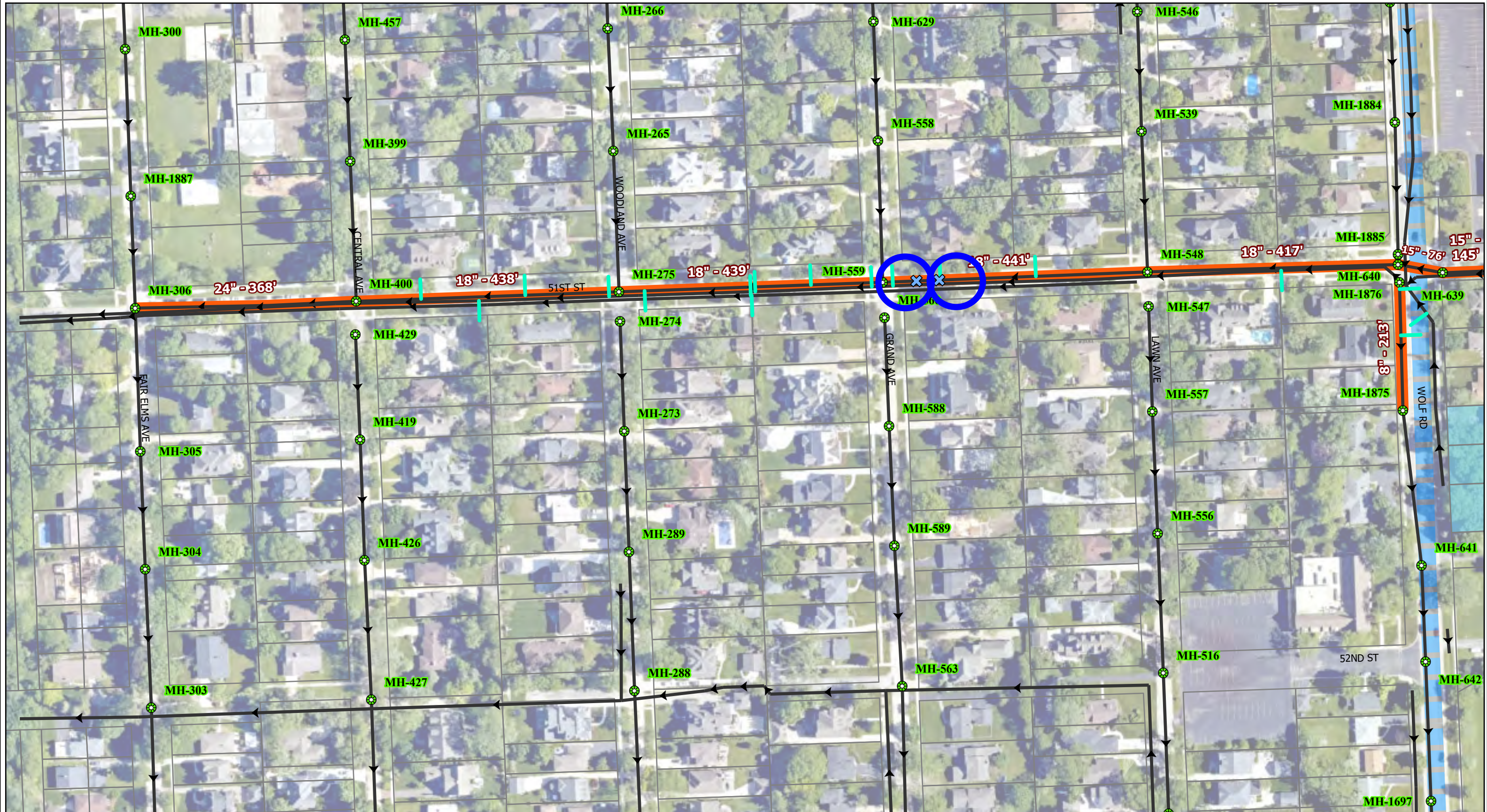
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Village of Western Springs

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		

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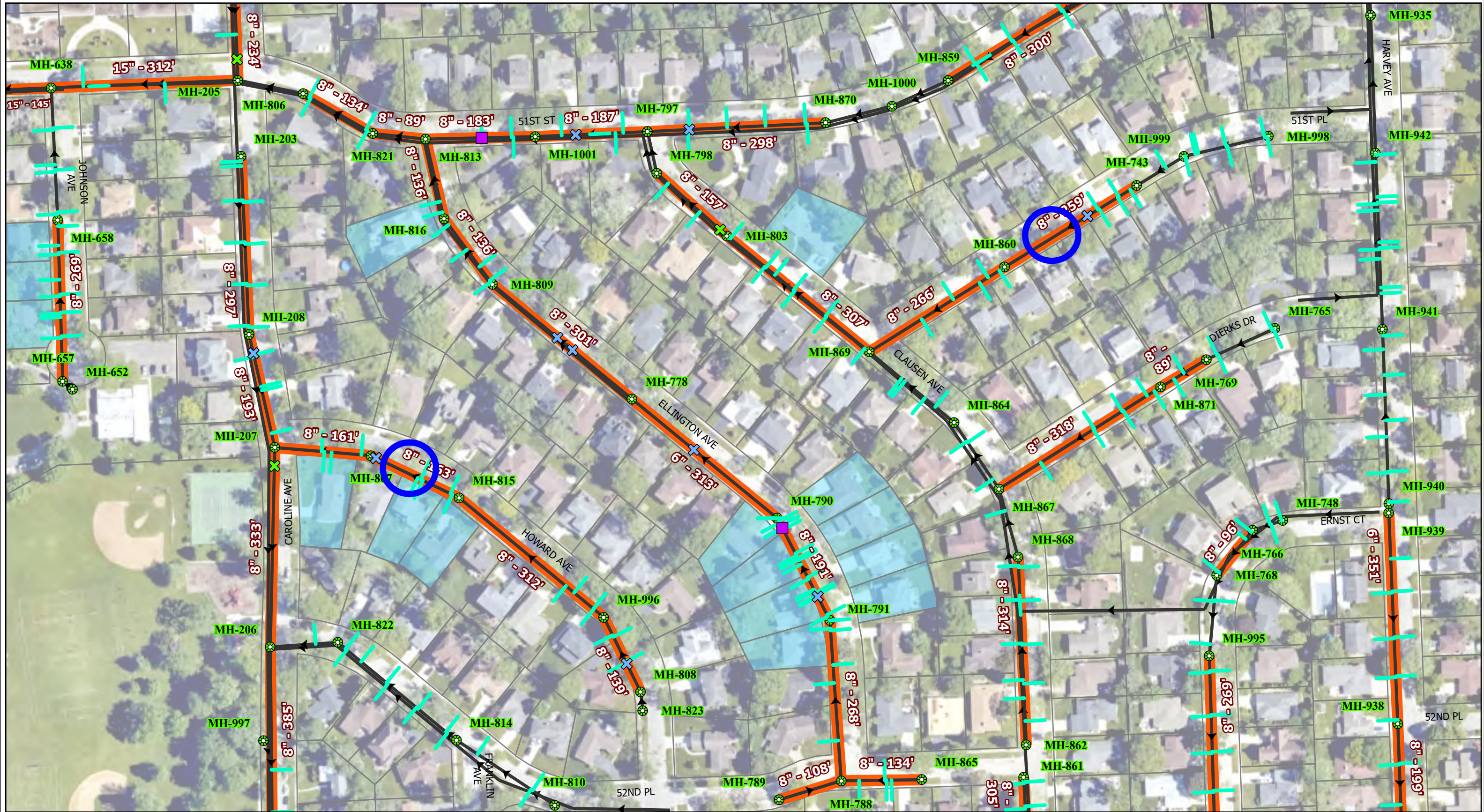
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Robinson Engineering



Village of Western Springs

CURED-IN-PLACE PIPELINING 2023



Sanitary Sewer Manholes

Sanitary Mains

Cured-In-Place Pipelining

Service Lateral

Joints to be Grouted

Lateral Grouting

Lateral T-Liner

Sanitary Sewer Point Repairs

State Roads

County Roads

Dye Test of Properties (Actual Locations To Be Determined Onsite By Contractor)

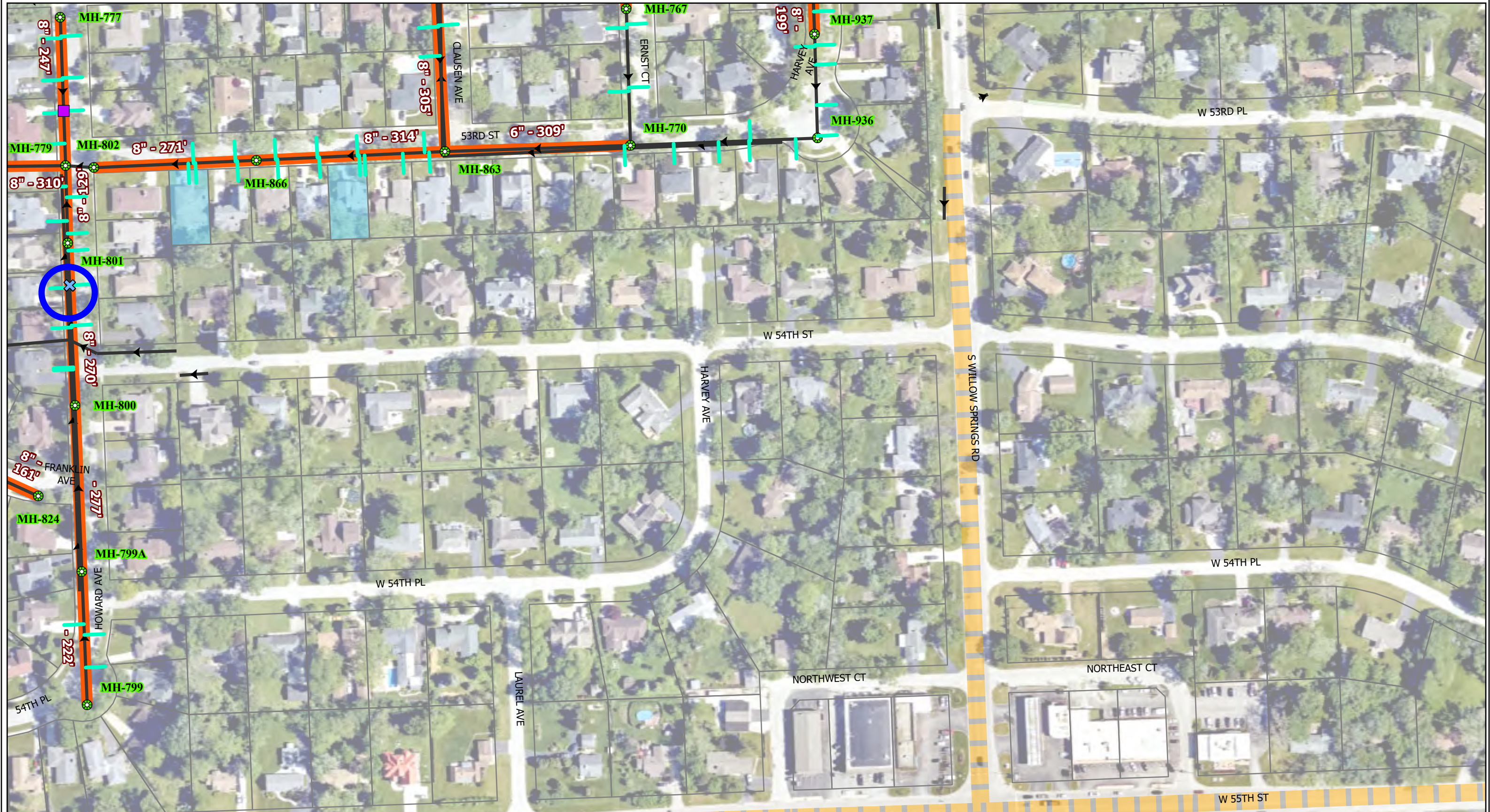
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Village of Western Springs

CURED-IN-PLACE PIPELINING 2023



-  Sanitary Sewer Manholes
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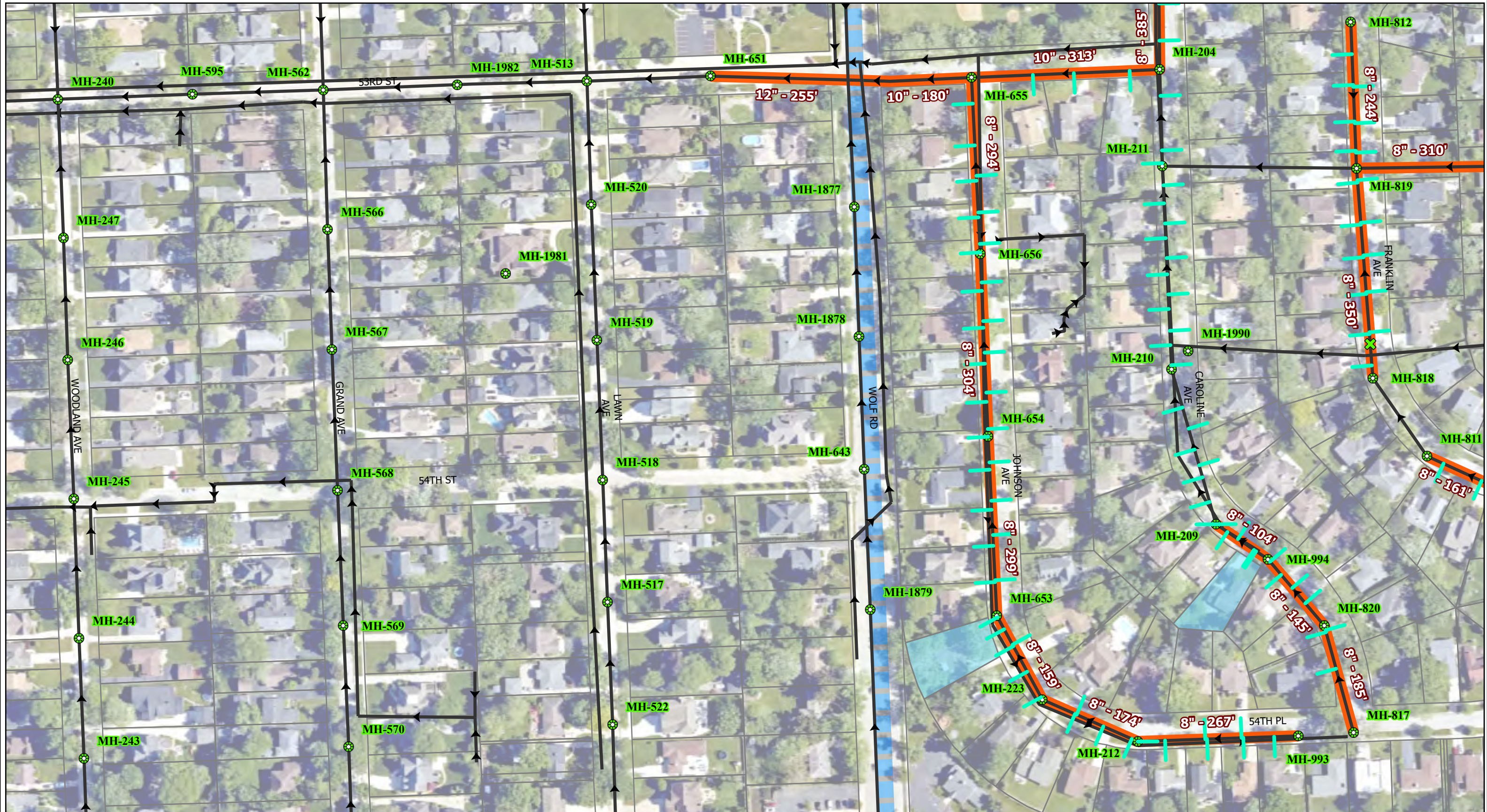
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Village of Western Springs

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)
Sanitary Mains	Service Lateral	Lateral Grouting	Sanitary Sewer Point Repairs	County Roads	

Point Repair Locations

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Project 22-R0320
Date: 4/21/2023

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**Rider to
Professional Services Agreement
Between The Village Of Western Springs And Robinson Engineering, Ltd.
For Construction Management and Oversight of the Sanitary Sewer Point Repairs Project**

The Terms and Conditions of the Professional Services Agreement ("PSA" or "Agreement") are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit "1". In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance --

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
- (2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 "any auto";
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance --

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions --

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions --

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages --

- (a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the "Village Affiliates") are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations;

or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.
- (d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages --

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

- (3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers --

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage --

The ENGINEER shall furnish the VILLAGE with certificates of insurance and policies and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.
- 3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors.
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.
9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or

person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.
16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior,

among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.
19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager
 - b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

- d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
- e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (i) abide by the terms of the statement; and

- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation

District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.

- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
 - n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.
 - o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
 - p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.
2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
 - (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the

Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

- (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: May, 2025



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 19, 2025

AGENDA ITEM 8.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: [Previously Discussed] Contract with Suburban General Construction for the 2025 Sanitary Sewer Point Repairs Project (Omnibus Item)

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
4. Group Exhibit A (Pt. 1 of 2)-- Bid Documents--Construction Contract for Sanitary Sewer Point Repairs (Low Bidder - Suburban Gene
5. Resolution No. 25-_____ re Approving Low Bid and Authorizing Agreement with Suburban General Construction, for Construction of th

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

R:\2025-2029\2025\25-R0260.WS_Bid and Contract Documents_25-R0260 Award Recommendation Letter.docx

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		La Grange Park, IL 60526		Plano, IL 60545		Brookfield, IL 60513		Addison, IL 60101	
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.

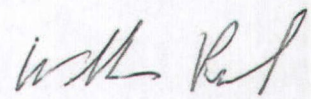


Mallory Weisbrodt
Project Engineer

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ADDENDUM No. 1 – ACKNOWLEDGEMENT OF RECEIPT

Printed Name: WILLIAM PURL

Signature: 

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.

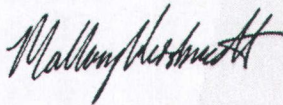
Q2. If We hit a Lead Service, are We required to Replace it with Copper from the Main to the B-Box ?

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

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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

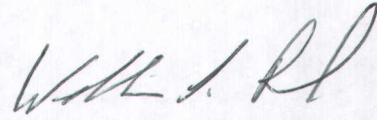
(Surety) (Seal)
By: Ann Marie Waters
Attorney-in-Fact Ann Marie Waters (Title)

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)

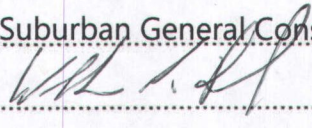
Business Address

Insert
Names and
Addresses of
All Members
of the Firm

.....
.....
.....
.....

(If a corporation)

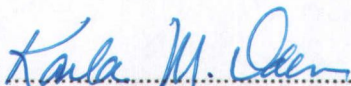
Corporate Name Suburban General Construction, Inc.

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

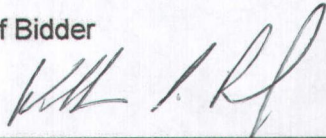
and that his proposal for the work is based on the conditions and requirements therein;

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	
STIHL 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



**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

R:\2025-2029\2025\25-R0260.WS_Bid and Contract Documents\Addendum 1\Addendum 01 - 25-R0260.docx

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?

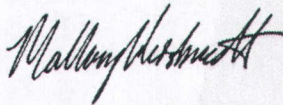
A1. No, rubber track machines are not required on streets for this year's project.

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

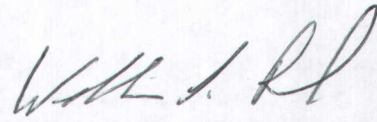
(Surety) (Seal)
By: Ann Marie Waters
Attorney-in-Fact Ann Marie Waters (Title)

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 *K					
Item No.	Items	Unit	Quantity	Unit Price	Total
1	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1	8705.00	8,705.00 K
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)

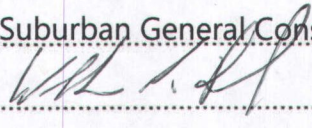
Business Address

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

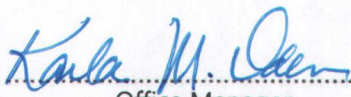
(Corporate Seal)

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

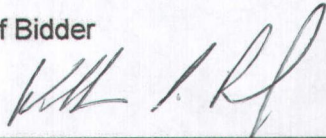
and that his proposal for the work is based on the conditions and requirements therein;

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	Subcontractor for: 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	Subcontractor for: 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	Subcontractor for: 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	Subcontractor for: 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	Subconstructor for: 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	Subcontractor for: 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	
STIHL 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:			<i>Medium Truck 10-20,000 50 mi. Rad</i>
D23	166679H	2000	Ford F750 Cab Chassis
D24	132694H	1995	F800, Truck, red
D25	148578H	1998	Ford, Dump, F700, white
Dumps:			<i>Heavy Truck 0-45,000 50 mi. Rad</i>
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:			<i>Light Truck & Passenger 50 mi. Rad</i>
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	189ML7*	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

DRAFT
RESOLUTION NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSTAIN: _____

DATE: May 19, 2025

OTHER: _____

A RESOLUTION ACCEPTING THE LOWEST COST, QUALIFIED AND RESPONSIVE PROJECT BASE BID, AUTHORIZING THE APPROVAL AND EXECUTION OF A CONSTRUCTION CONTRACT WITH SUBURBAN GENERAL CONSTRUCTION, INC. OF LA GRANGE PARK, ILLINOIS, AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE SANITARY SEWER POINT REPAIRS IN THE SPRINGDALE AND RIDGEWOOD SUBDIVISIONS IN AN AMOUNT NOT TO EXCEED \$255,105.00.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village”) desire to enter into an agreement for point repairs to the sanitary sewer systems located in the Springdale and Ridgewood subdivisions (the “Project”); and

WHEREAS, based on competitive bidding of the Project, Suburban General Construction, Inc. of La Grange Park, Illinois (the “Contractor”) submitted the lowest, qualified, responsive base bid in the amount of \$255,105.00 to complete the Project. A Project Bid Tabulation was prepared by Robinson Engineering, Ltd. (the “Project Engineer”), which determined and identified the Contractor as the lowest cost, qualified, responsive bidder for the Project; 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 bid and related 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 (“Committee”) of the Village reviewed and discussed the Project, received input from the Village staff, and provided an opportunity for input from the public. At its May 6, 2025 Regular Meeting, the Committee favorably recommended to the Village Board approval of the low bid and entry into the Construction Contract with the low bidder; 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 Project, the Construction Contract, the Committee’s recommendation, and received input from the Village staff, and provided an opportunity for input from the public. At its May 19, 2025 Regular Meeting, the Village Board accepted a recommendation to award the Project to the Contractor and authorized and approved the Construction Contract; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, under 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 Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached Construction Contract, 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, businesses and the public to approve and enter into the attached Construction Contract.

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: Award of Bid and Approval and Authorization of Construction Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Construction Contract, substantially in the form attached hereto as part of **Group Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, for the purpose of accepting the lowest, qualified, responsive base bid submitted by the Contractor to complete the Project. The President and Board of Trustees of the Village of Western Springs authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Construction Contract, and such other instruments and documents that are necessary to fulfill the Village's obligations under the Construction Contract.

Section 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of funds from the Village Water and Sewer Fund and/or such other available Village funds to pay the Village's financial obligations under the Construction 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's obligations under the Construction Contract.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached Contract to the Contractor 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, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**BID DOCUMENTS INCLUDING CONTRACT TO BE ENTERED INTO
BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND SUBURBAN GENERAL CONSTRUCTION, INC. OF LA GRANGE PARK, ILLINOIS
FOR THE SANITARY SEWER POINT REPAIRS IN THE SPRINGDALE AND RIDGEWOOD SUBDIVISIONS**

(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 ACCEPTING THE LOWEST COST, QUALIFIED AND RESPONSIVE PROJECT BASE BID,
AUTHORIZING THE APPROVAL AND EXECUTION OF A CONSTRUCTION CONTRACT
WITH SUBURBAN GENERAL CONSTRUCTION, INC. OF LA GRANGE PARK, ILLINOIS,
AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR
THE SANITARY SEWER POINT REPAIRS IN THE SPRINGDALE AND RIDGEWOOD SUBDIVISIONS
IN AN AMOUNT NOT TO EXCEED \$255,105.00**

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 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 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



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 19, 2025

AGENDA ITEM 9.A.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

RE: [Previously Discussed] Agreement with Tria-Architecture for the Space Needs Analysis of the Public Works Facility and Municipal Services and Engineering Departments (Omnibus Item)

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
2. Resolution No. 25-_____ re Approving and Authorizing a Proposal from Tria Architecture for the Performance of a Space Needs Analy
3. Group Exhibit A - Part 2 of 2 - Rider to PSA with Tria Architecture for Performance of Space Needs Analysis (BOT Appr. 5.19.25)(
4. Group Exhibit A Part 1 of 2 to Resolution No. 2025-_____ Authorizing PSA with Tria Architecture for the Performance of Spac

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



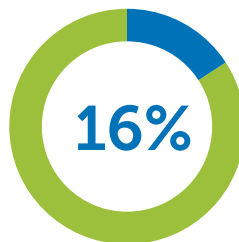
22 ARCHITECTURAL STAFF

5 INTERIOR DESIGNERS

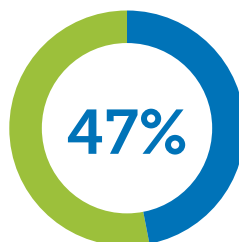
1 GRAPHIC DESIGNER

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.

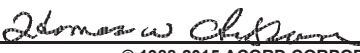
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer 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	CANCELLATION
Tria Architecture, Inc.	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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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			River Valley Metro Mass Transit District  Scope: New Maintenance Garage Budget: \$8,800,420 Status: In Construction
Village of Hoffman Estates  Scope: Village Green Concessions Budget: \$4,000,000 Status: In Construction		Village of Peotone  Scope: Village Hall, Police and Public Works Space Needs Budget: 13,000,000 Status: In Design	
Community Park District of La Grange Park  Scope: Recreation Center Gym Addition Budget: \$12,000,000 Status: In Design		Village of Tinley Park  Scope: Harmony Square Budget: \$40,000,000 Status: In Construction	
Village of Lake Barrington  Scope: Village Hall Breakroom Renovations Budget: \$150,000 Status: In Design		 Scope: Train Station Lighting Replacement Budget: \$118,000 Status: In Construction	
Village of New Lenox  Scope: Water Resources Recovery Facility-Administration Building Budget: \$8,000,000 Status: In Construction		City of Lockport  Scope: City Hall HVAC Replacement Budget: \$2,400,000 Status: In Construction	
Village of Bensenville Park District  Scope: Pool Resurfacing Budget: \$621,000 Status: In Construction		City of Morris  Scope: West Side Park Reconstruction Budget: \$1,500,000 Status: In Construction	
North Berwyn Park District  Scope: Main Park Phase 1 Budget: \$870,000 Status: On Hold		Green Garden Township  Scope: Additions and Renovations Budget: \$650,000 Status: In Construction	
Village of Westchester  Scope: Fire Station #26 Renovations Budget: \$343,000 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

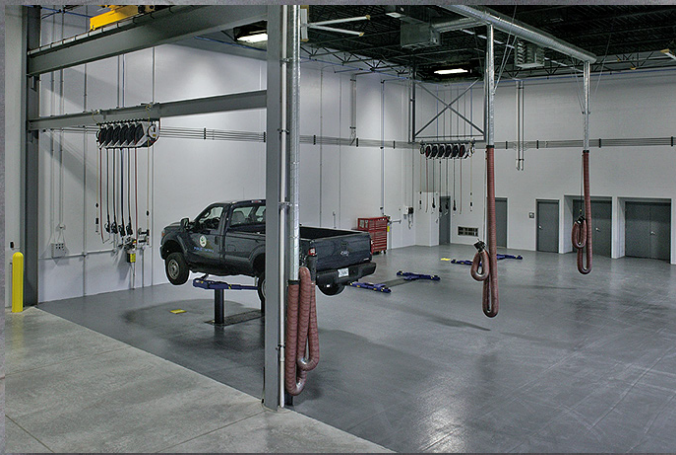
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Section Two:
**HIGHLIGHTED
PROJECTS**



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:

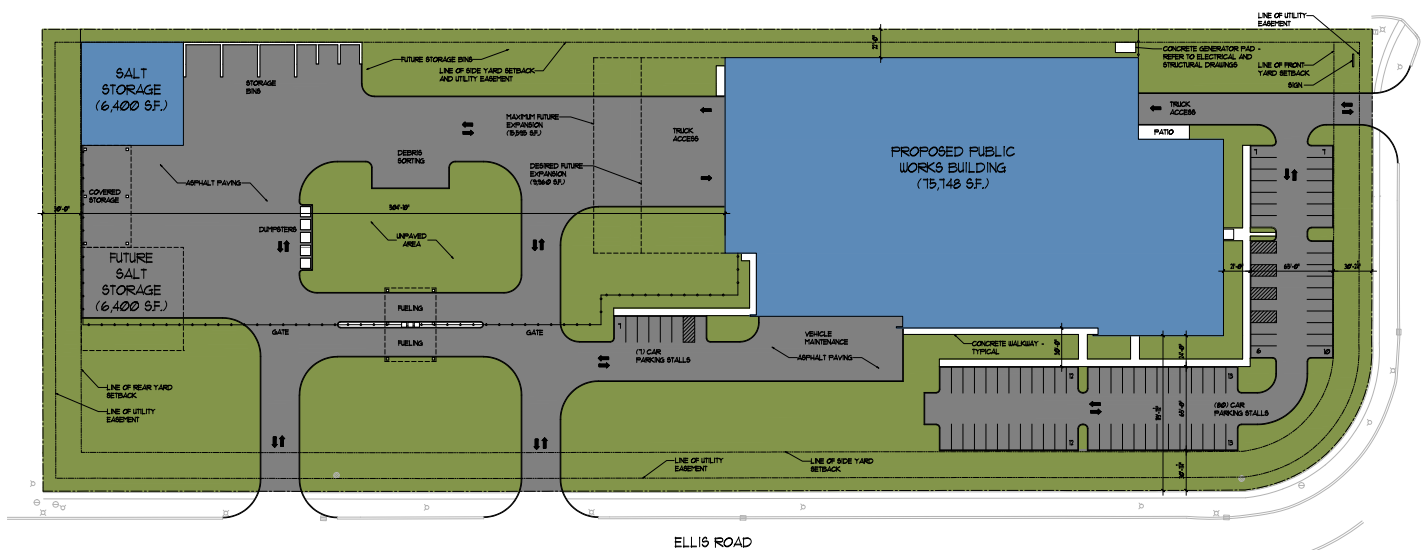
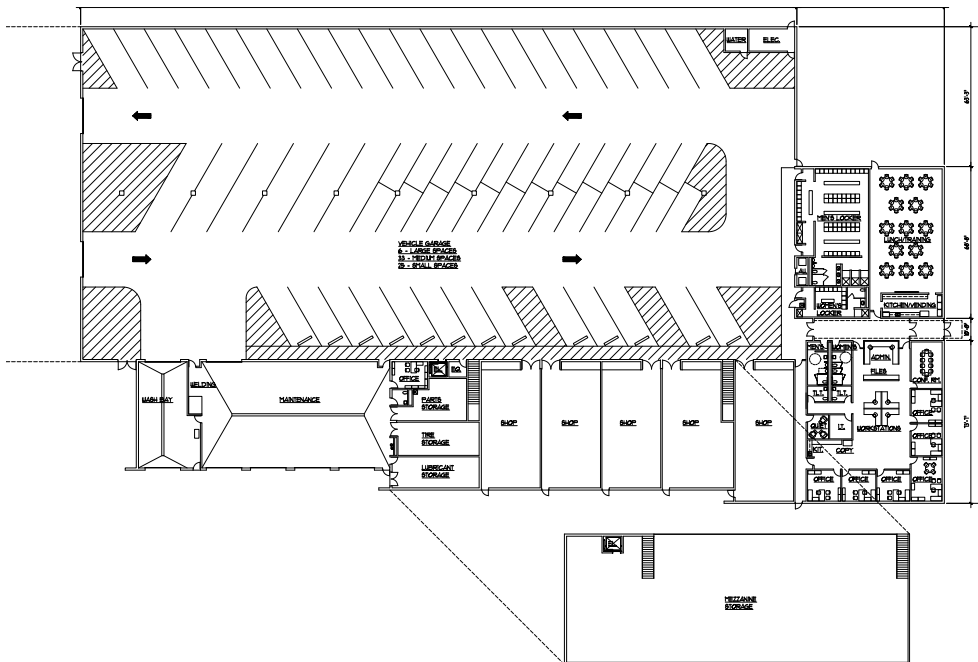
Village of New Lenox
1 Veterans Parkway
New Lenox, Illinois 60451

Project Cost:

N/A

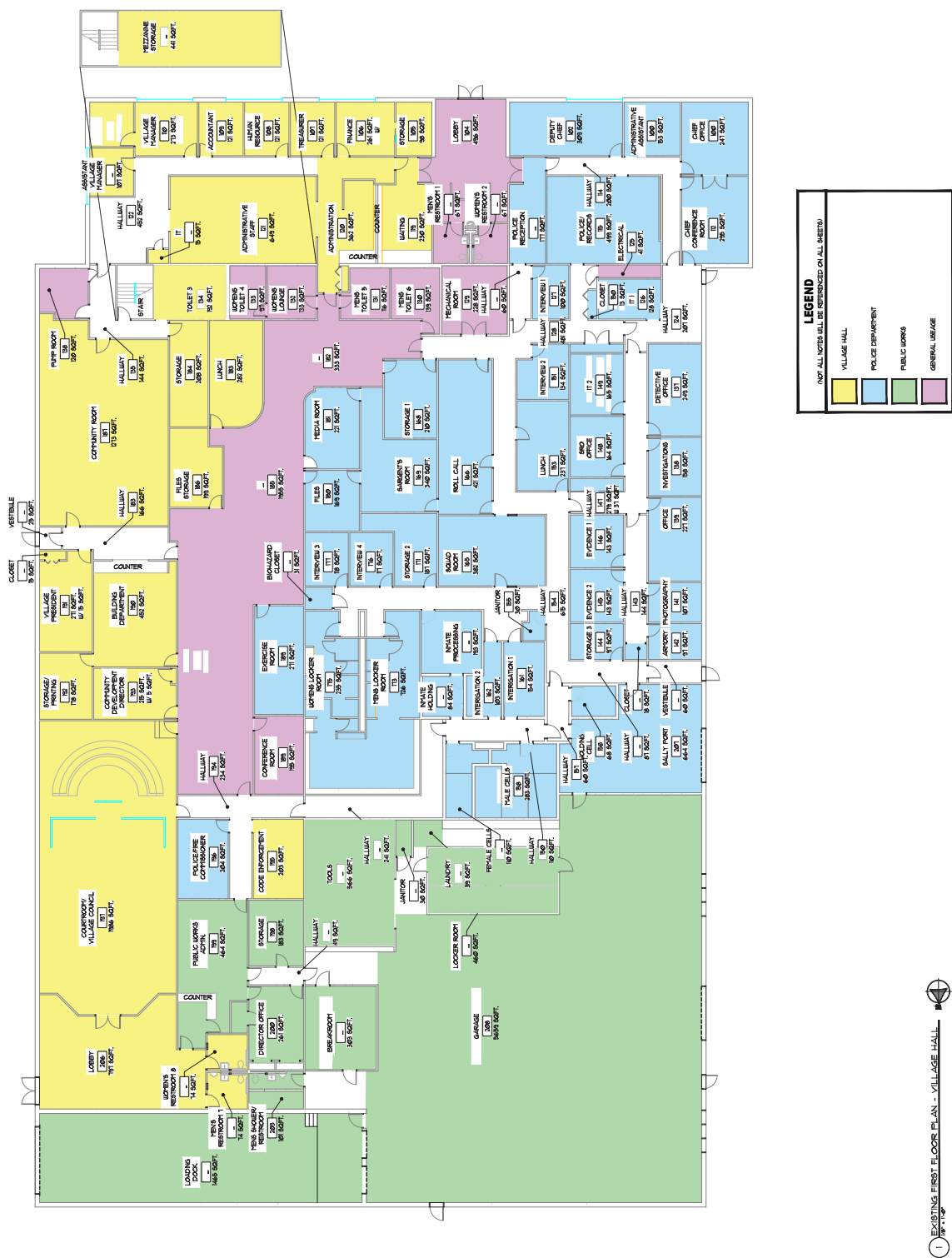
Completion Date:

Spring 2012



SECTION TWO: HIGHLIGHTED PROJECTS

Village of Westchester
Space Needs Analysis



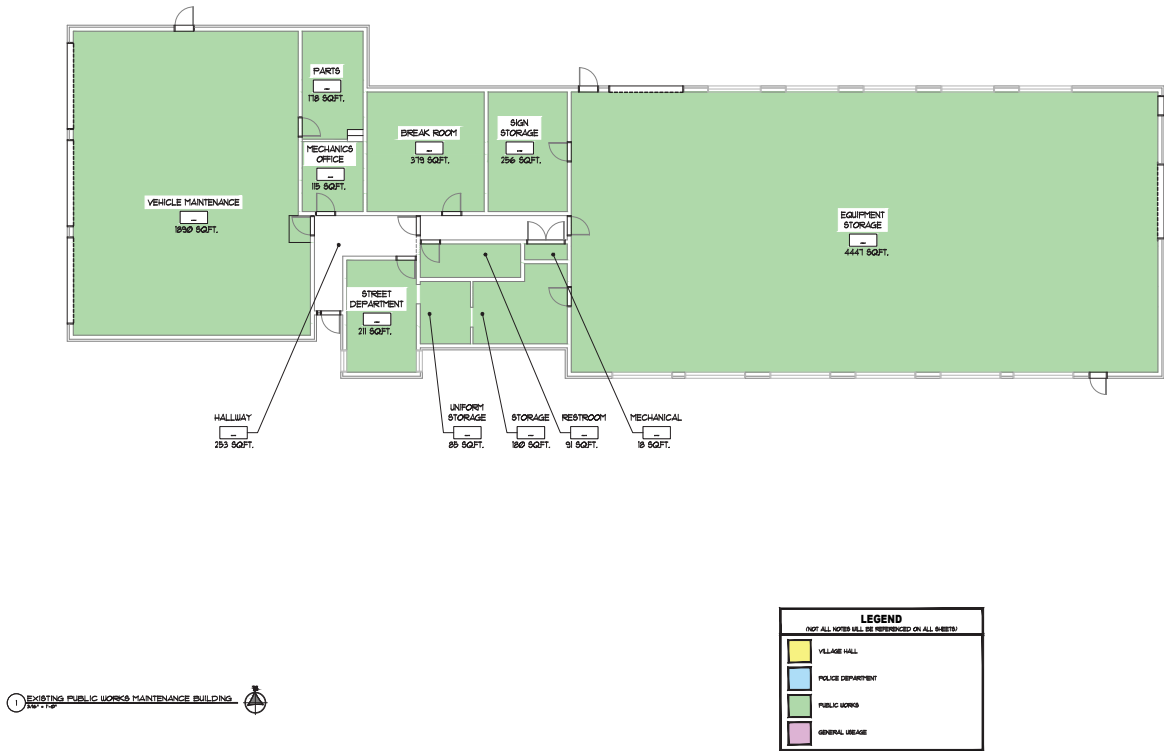
TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

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:

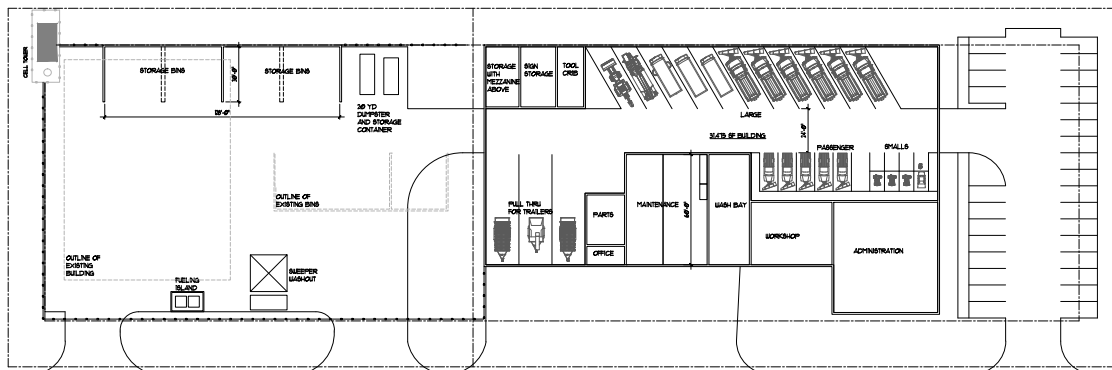
Spring 2023

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				1 desk shared by 2 people 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	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				In options, included in admin area above
Wash Bay	0	1,250	1,440	1,440	1,320	
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:

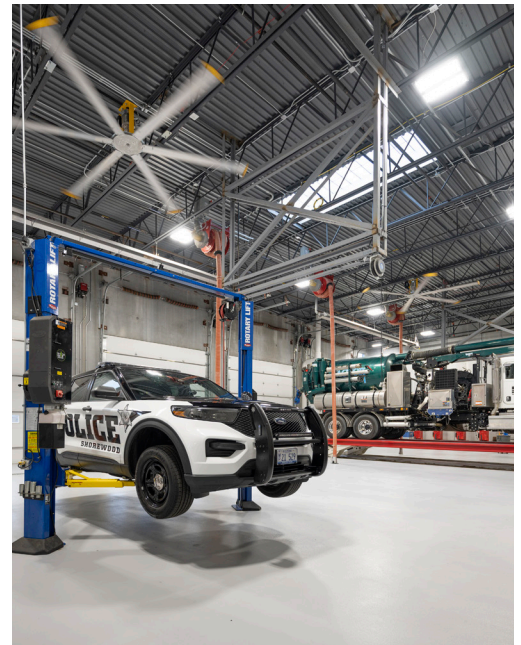
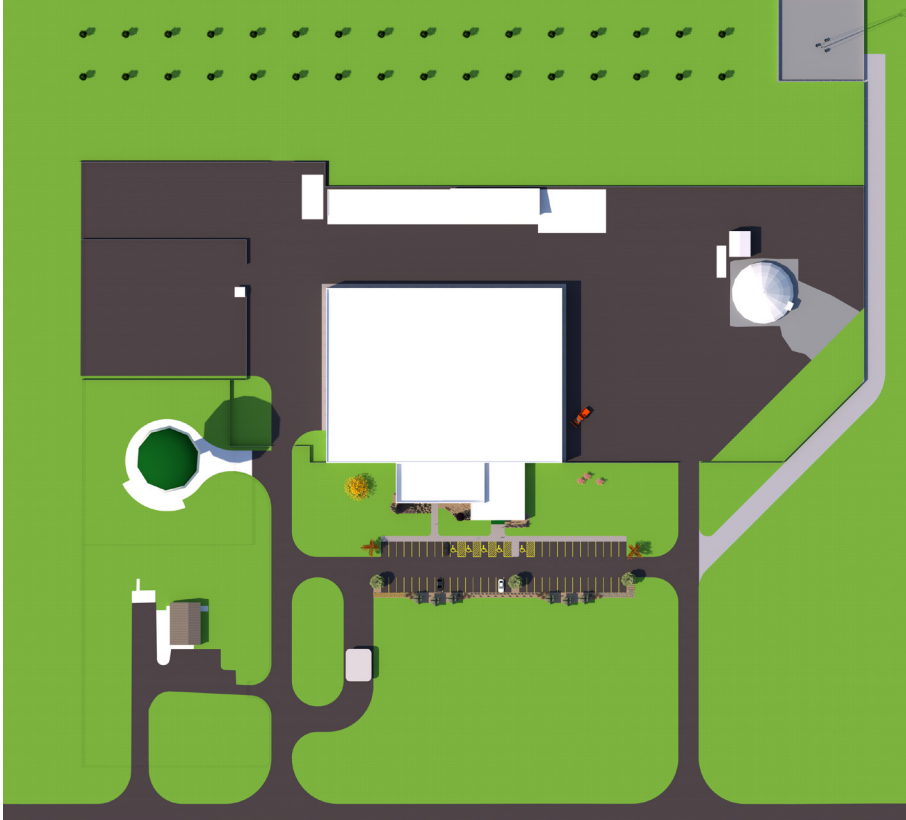
Village of Shorewood
One Towne Center Blvd.
Shorewood, Illinois 60404

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:

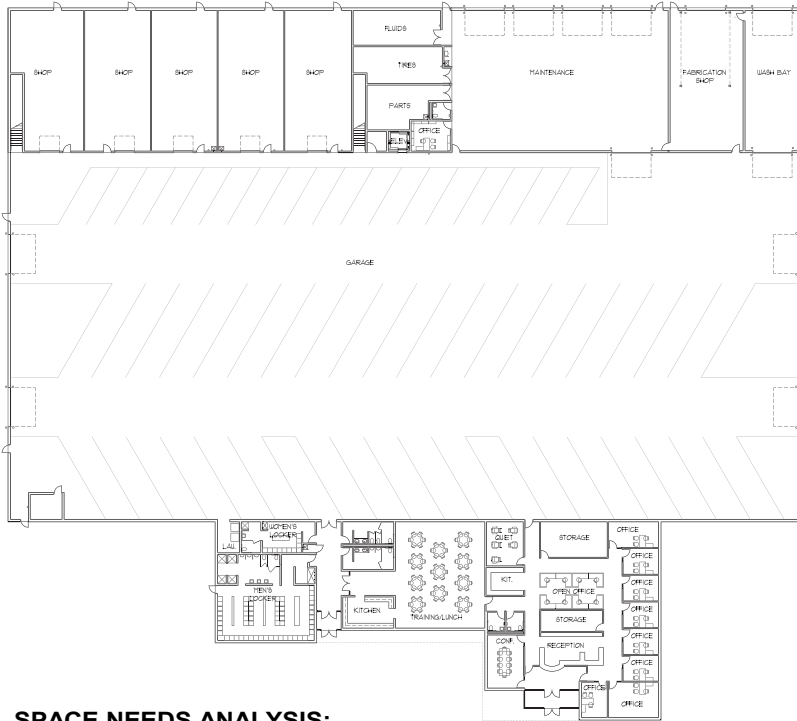
Village of Shorewood
One Towne Center Blvd.
Shorewood, Illinois 60404

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	

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

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:

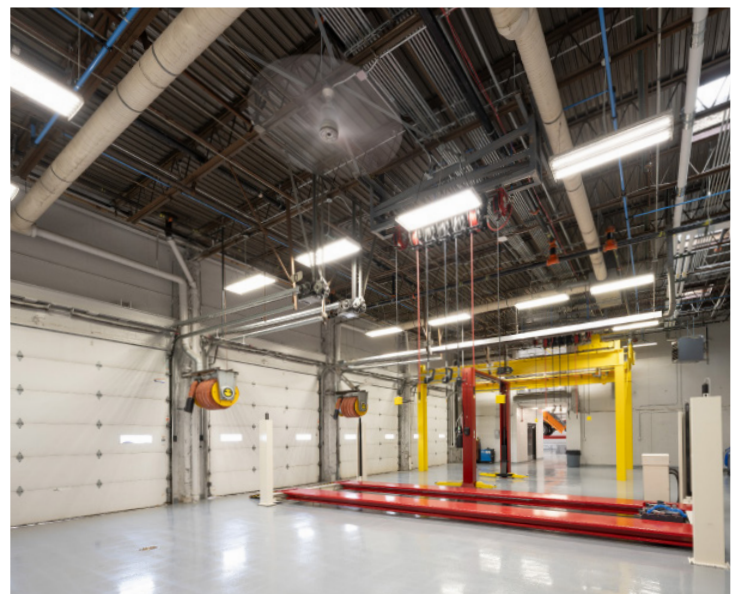
Village of Lombard
1051 Hammerschmidt Avenue
Lombard, Illinois 60148

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)

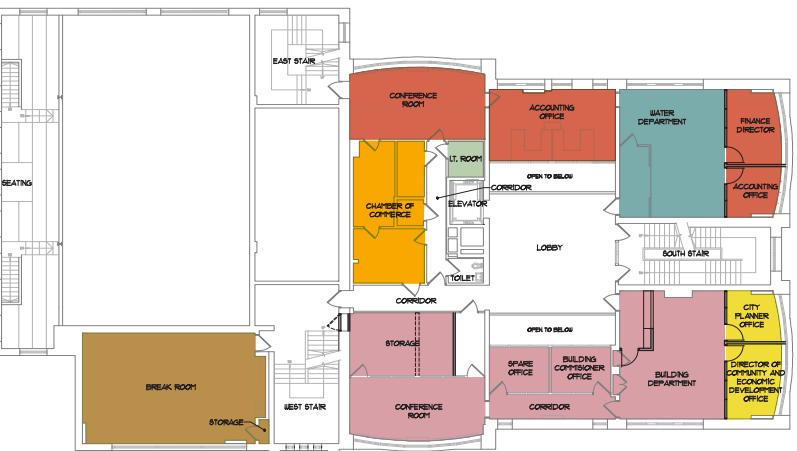
Project Cost:
N/A

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

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:

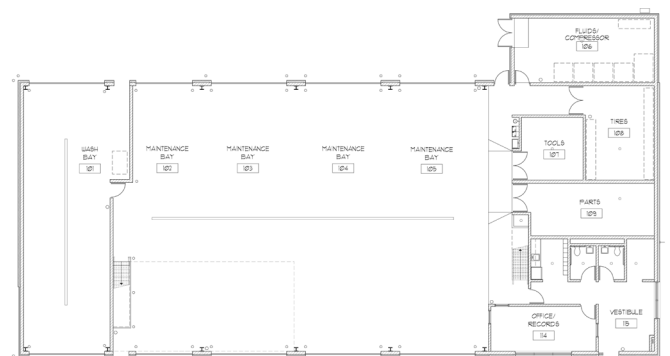
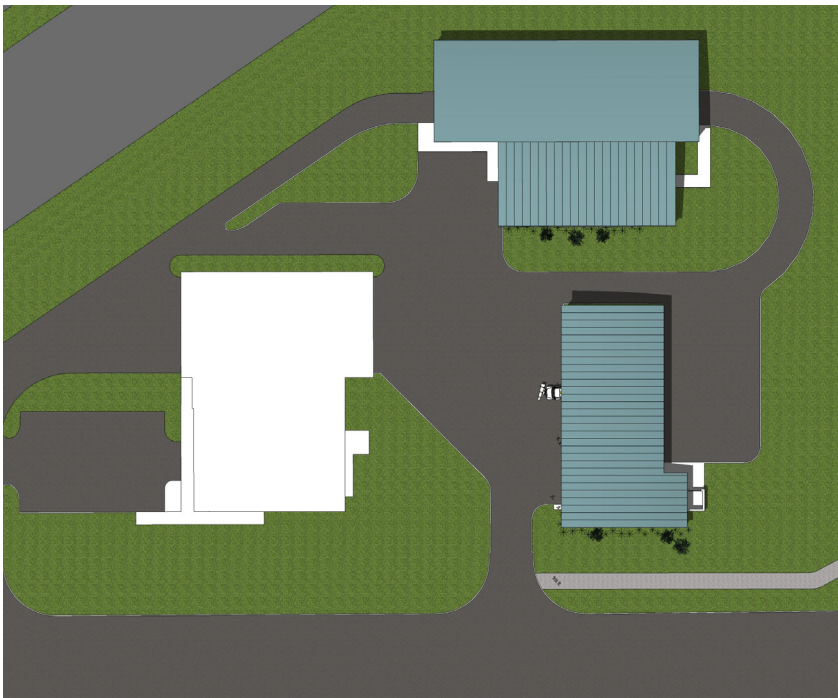
City of Country Club Hills
4200 West Main Street
Country Club Hills, Illinois 60478

Project Cost:

\$1,300,000 (Estimate)

Completion Date:

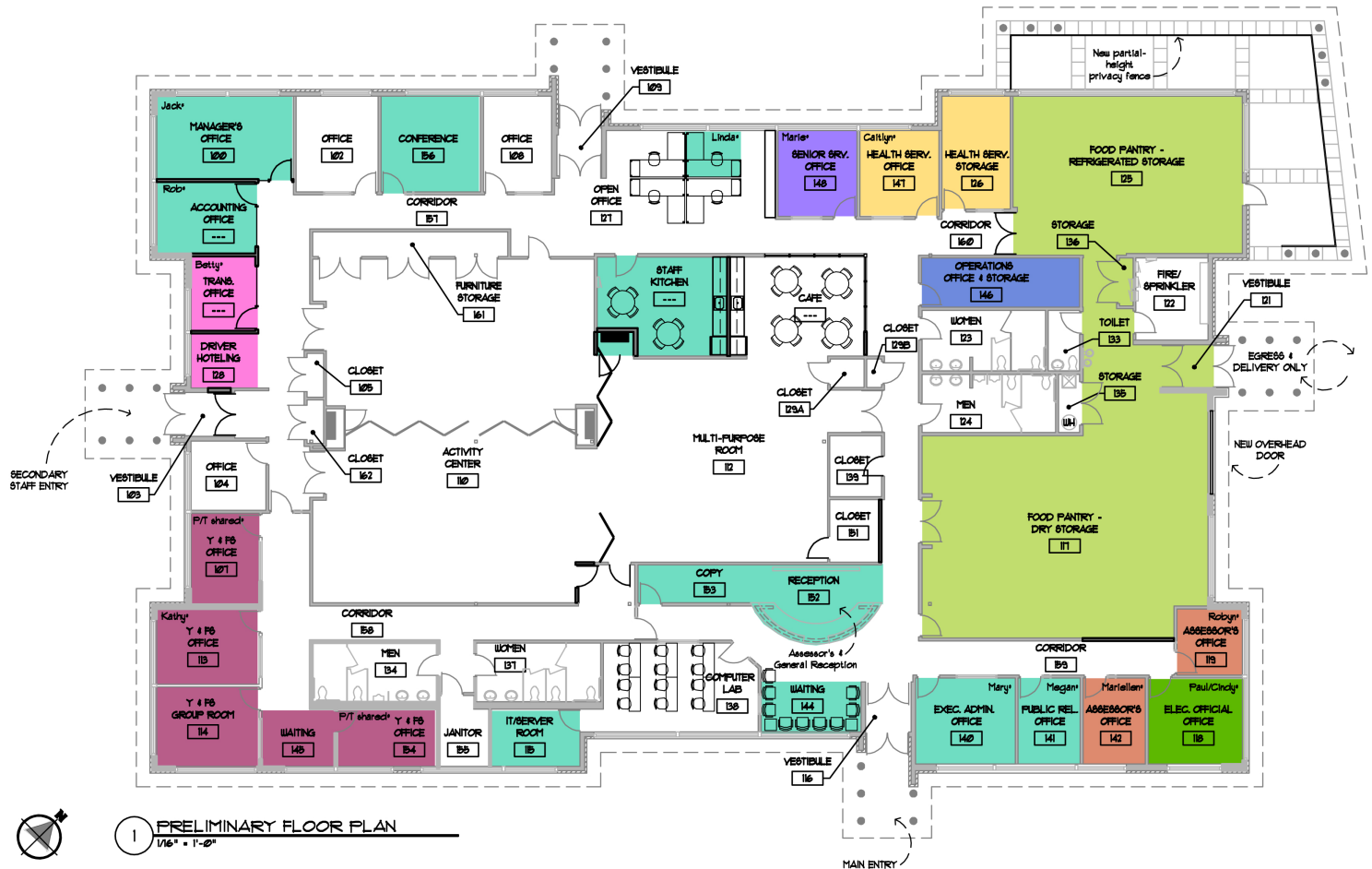
Pending



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:

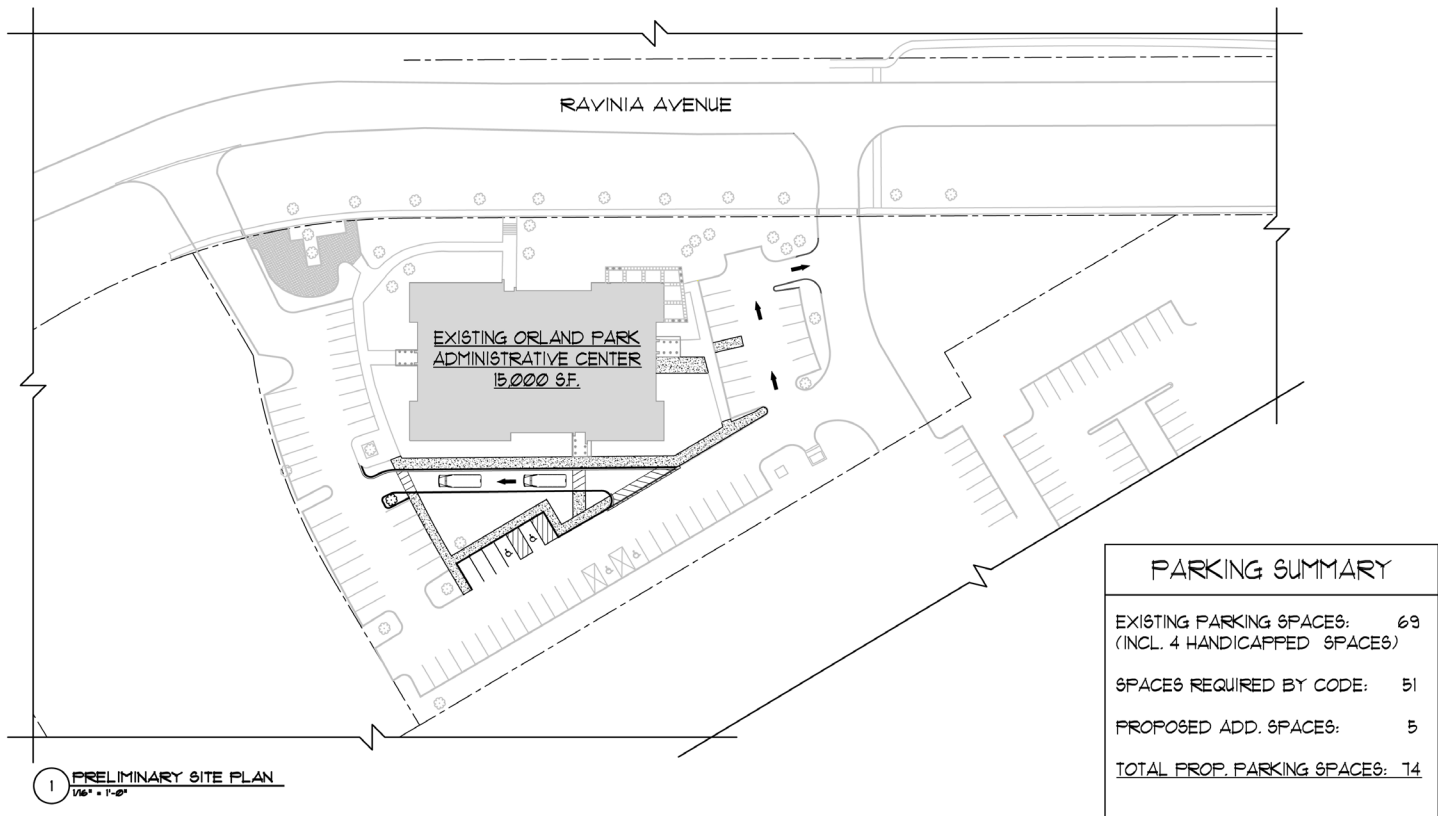
Orland Township
14807 South Ravinia Avenue
Orland Park, Illinois 60462

Project Cost:

\$1,000,000 (Estimate)

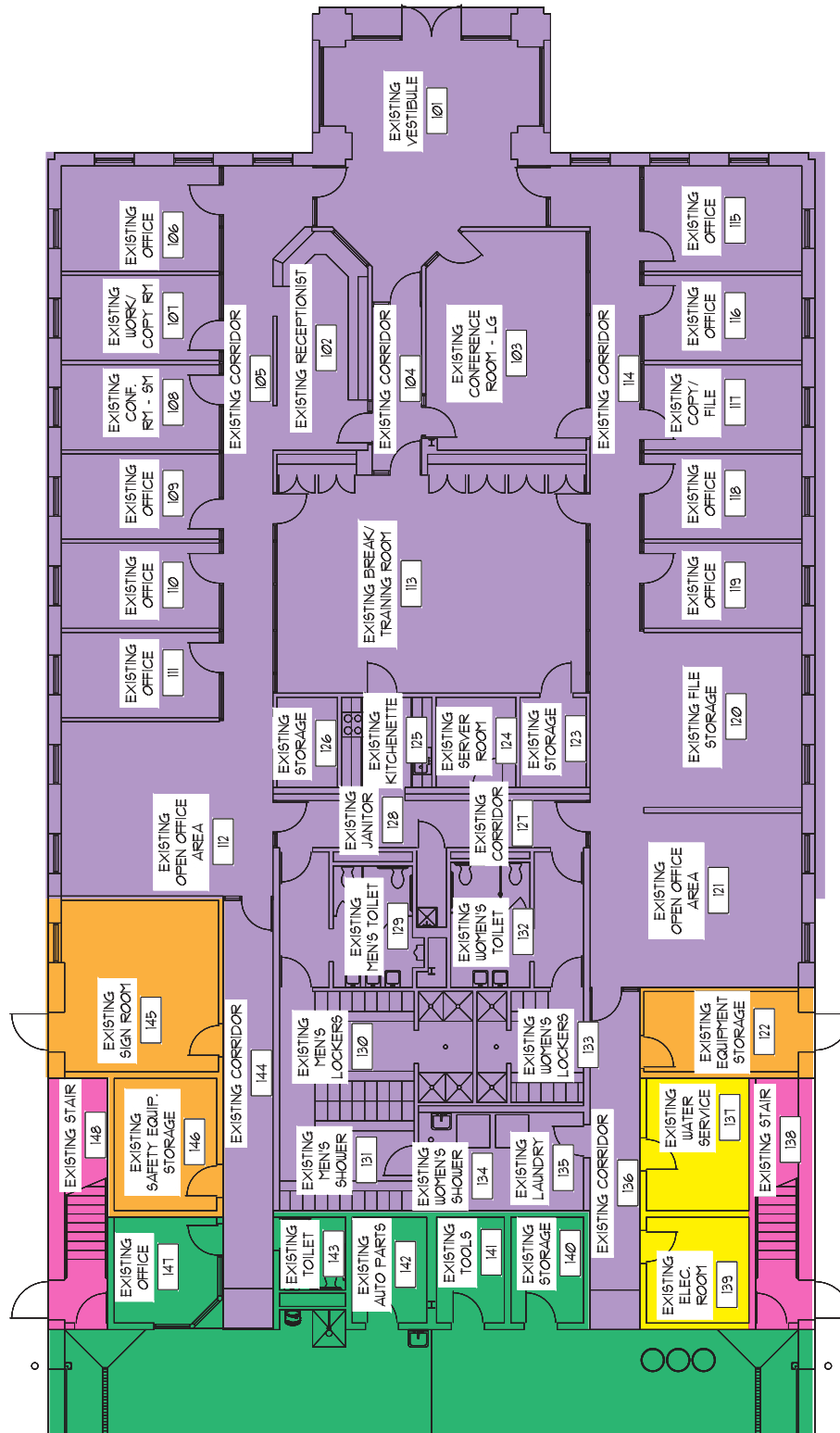
Completion Date:

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

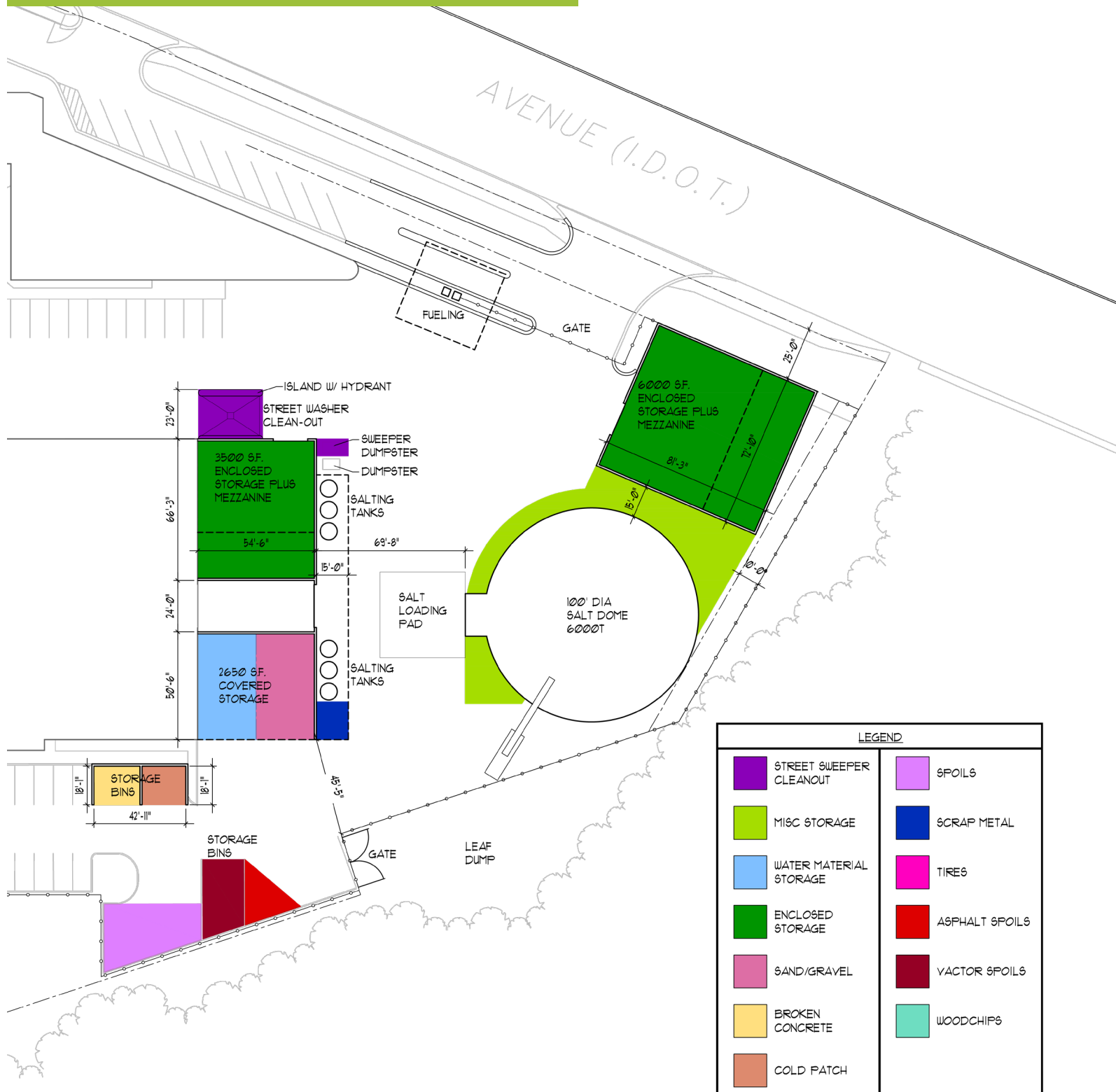
Division and Room Type:	Current S.F.:	Proposed S.F.:	Approved S.F.:	Notes:
Utilities:				
137 Existing Water Service	138	138		
139 Existing Electrical Room	110	110		
206 Mechanical Room	553	553		Mezzanine
Proposed Mechanical Space	0	1000		
Division Sub-Total:	801	1801	0	0
Sub-Total:	27,792	69508		
Gross 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:

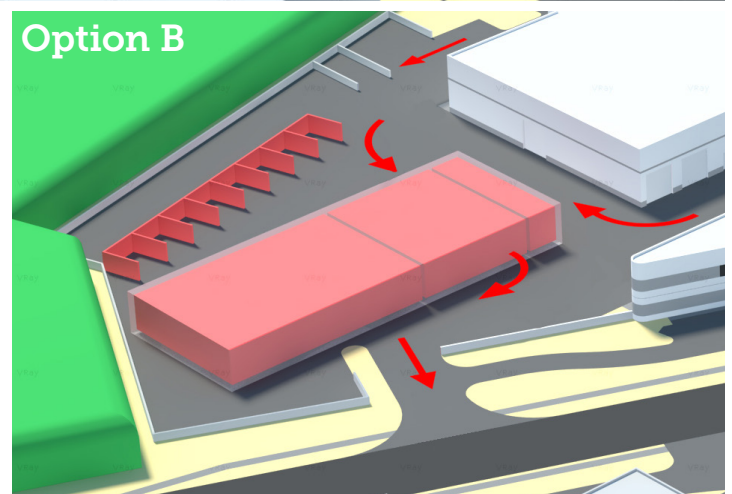
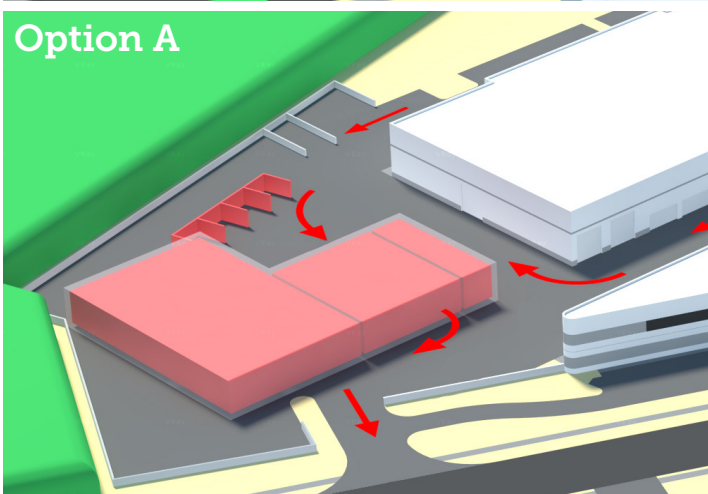
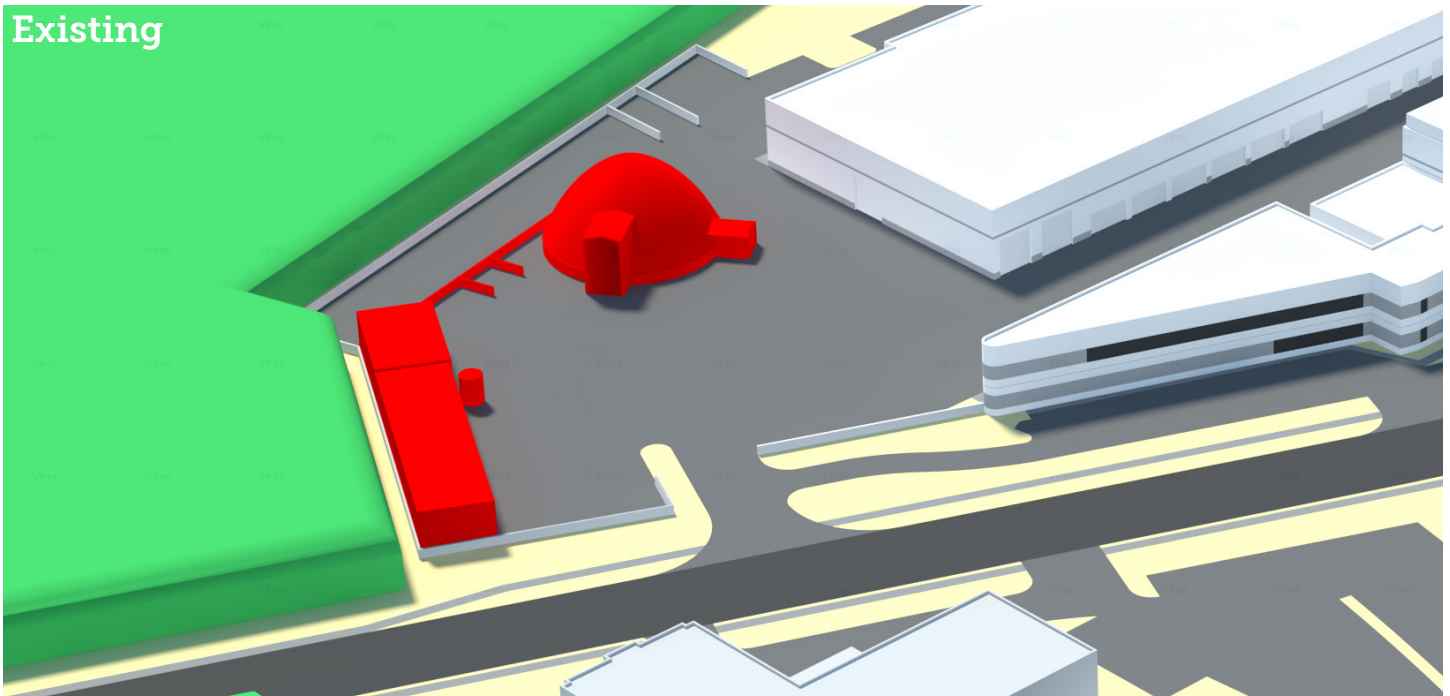
Village of Niles
1000 Civic Center Drive
Niles, Illinois 60714

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

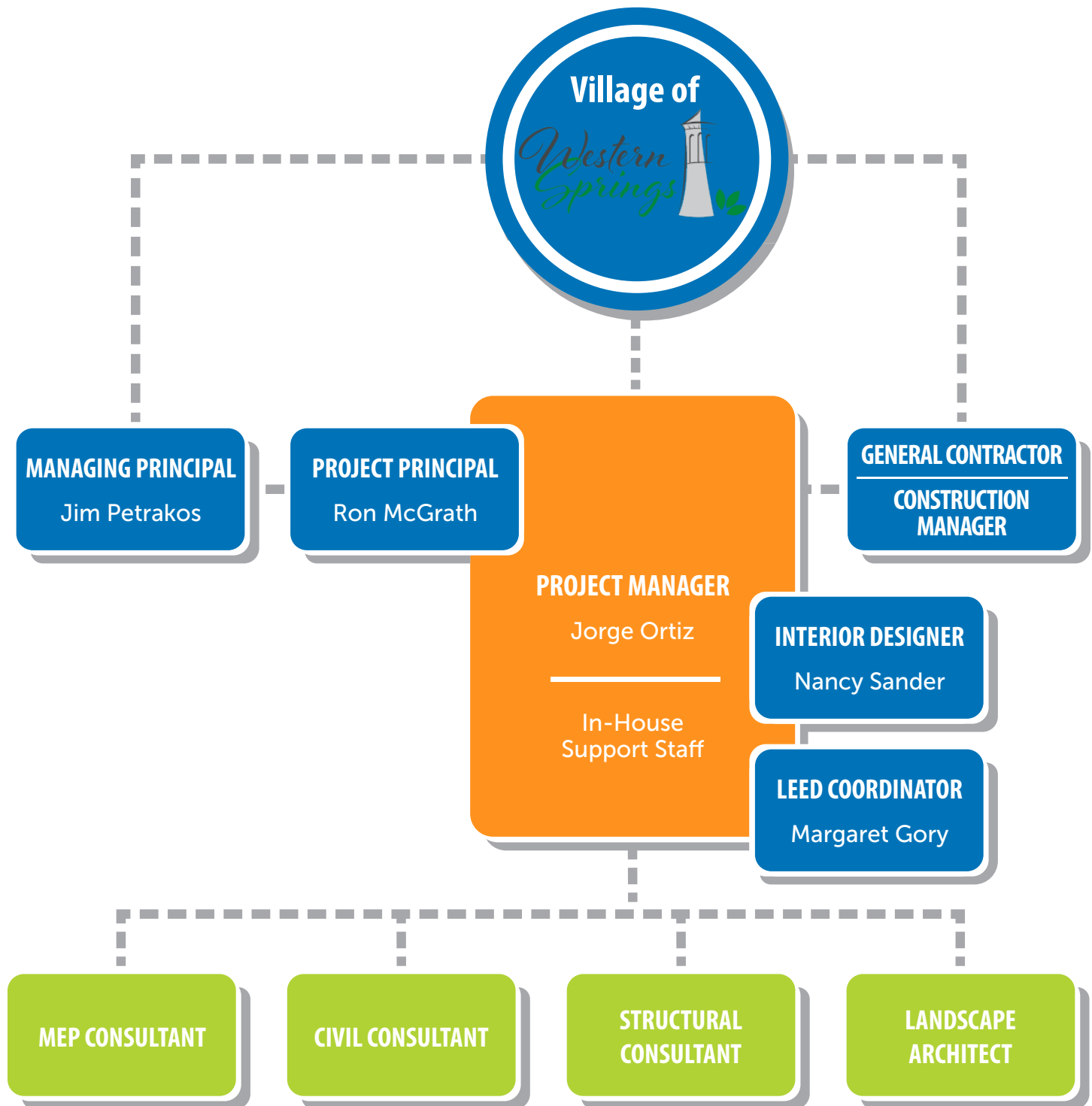
Interior Designer

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**



4.1: Space Needs Analysis & Master Planning: Overview

Provided is a brief summary of our Project Approach towards Space Needs Analysis and Master Planning. Having provided similar services for clients varying in size we have a strong understanding of gauging how long it takes our team to complete this specific service. As your Municipal Architect, our initial objective would be to verify the approximate square footage of your facility so we could provide a tentative schedule that transitions through seven general phases.



Kick-Off Meeting:

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.

Facility Survey(s):

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)

Compile Data:

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 1)

(Exhibit A - Figure 2)

(Exhibit B)

Division and Room Type:	Current S.F.	WHL S.F.	Proposed S.F.	Notes:
Shop Area:				
Mezzanine	1446	8426	8426	
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 is in vehicle maintenance area
Elevator	0	70	70	
Elevator Equipment	0	84	84	
Stairs (2)	0	157	160	
Division Sub-Total:	6623	16432	16566	
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	451	550	
Division Sub-Total:	4878	6282	6380	
Fleet Storage:				
Interior Vehicle Storage	17225	48210	48250	
Division Sub-Total:	17225	48210	48250	

TAILORED SERVICES. CREATIVE SOLUTIONS. PERSONAL ATTENTION.

(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			
		Dodge Monroe	12'	8'	N	N		1			
RWM/Spaulding	2TD	Hot Patcher	13'	7'-6"	N	N		1			Currently Stored Outside
Solar Tech	500553	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		

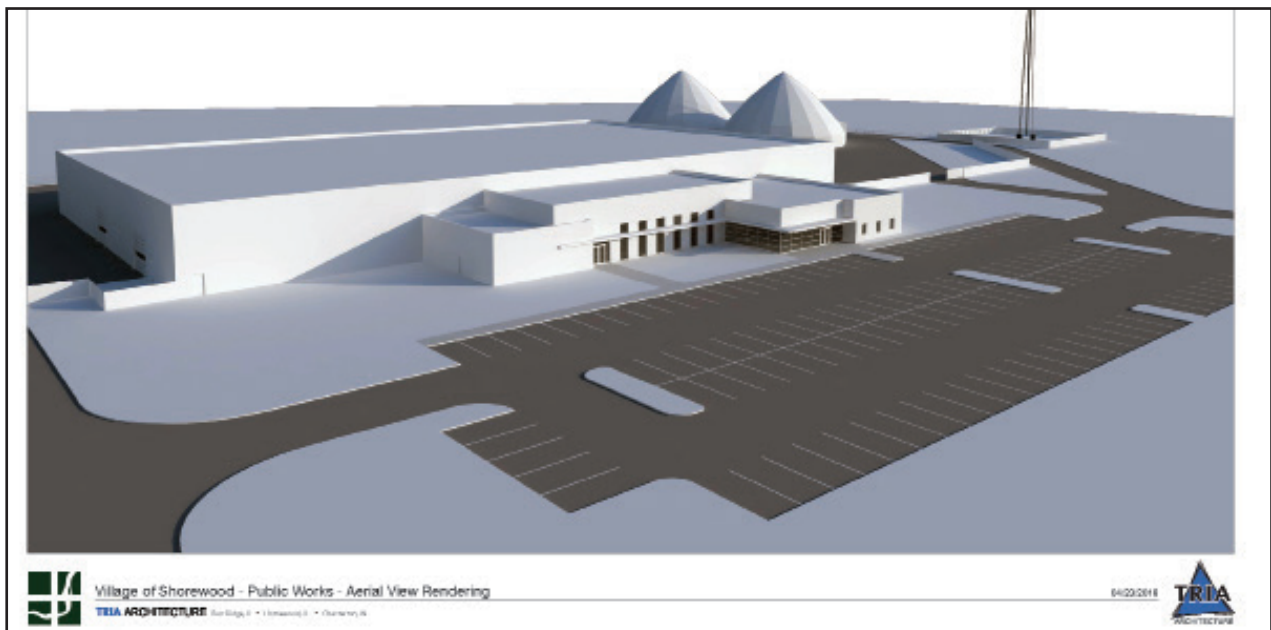
Client Review & Revisions:

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	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.

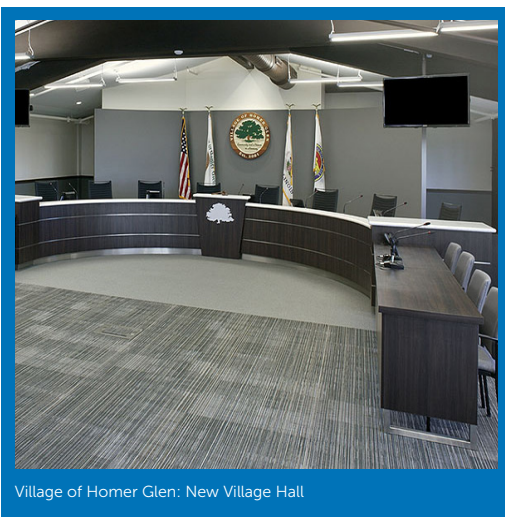
If your project involves remodeling or an addition to an existing building, you will require a record of the current conditions. Should no plans exist, we will field measure and create a CAD drawing that will be used as a base for the new project(s) to develop economical options that fulfill the goals 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

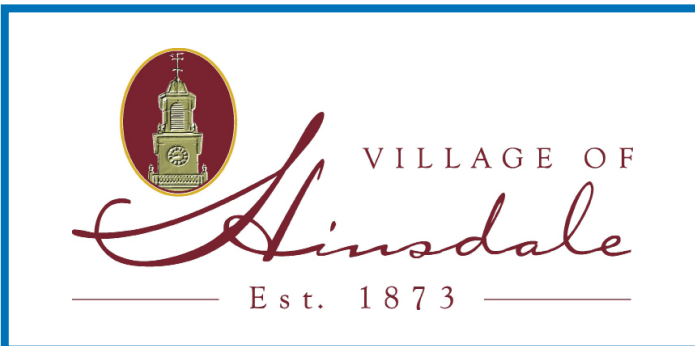
Director of Public Works
/ Village Engineer

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

Draft 5.12.2025
RESOLUTION NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

OTHER: 2/3 Vote Required

**A RESOLUTION AUTHORIZING THE WAIVER OF
THE COMPETITIVE BID PROCESS IN LIEU OF A
REQUEST FOR COMPETITIVE PROPOSALS FOR A
SPACE NEEDS ANALYSIS OF THE PUBLIC WORKS
FACILITY AND MUNICIPAL SERVICES AND
ENGINEERING DEPARTMENTS, AND APPROVING
AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH TRIA ARCHITECTURE, INC. OF
BURR RIDGE, ILLINOIS, IN THE AMOUNT OF
\$17,500.00**

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village Board” or the “Village”) identified a need to examine space allocation in both the Public Works facility and in the Municipal Services and Engineering departments located in the Village Hall (the “Project”); and directed Village staff to prepare and issue a Request for Proposal (“RFP”) to seek a professional firm to conduct a Space Needs Analysis, including the development of space and adjacency diagrams, conceptual floor plan options with corresponding preliminary construction budget estimates, and a final report (the “Services”); and

WHEREAS, the Village’s RFP was issued on February 20, 2025, with a response deadline date of March 24, 2025. The Village received eight (8) proposals, all of which provided complete, responsive documents as requested by the RFP. Village staff analyzed the proposals based on factors in addition to price, including consultant qualifications, relevant examples provided, project understanding and work plan, and the schedule of work, and advanced a recommendation to award an agreement to complete the Space Needs Analysis to Tria Architecture, Inc. (the “Contractor”), who also submitted the lowest cost proposal, based on all considered factors; and

WHEREAS, per the Contractor’s Proposal, the Village agrees to pay the Contractor to complete the Space Needs Analysis at a total dollar amount not to exceed \$17,500.00, as set forth in the Professional Services Agreement and its Rider, attached hereto as **Group Exhibit “A”** and made a part hereof (the “Agreement”). The Village intends to pay for the Space Needs Analysis Project using Village Capital Funds; and

WHEREAS, at an open public meeting held on May 6, 2025, the Village’s Properties and Recreation Committee (“Committee”) reviewed and discussed the RFP, the eight (8) proposals submitted in response to the RFP, the Contractor’s Proposal, and the Agreement, and received input from Village staff and provided an opportunity for public input. At its May 6, 2025 meeting, the Committee recommended that the Village Board enter into the Agreement with the Contractor; 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 Committee’s recommendation, and received input from Village staff and provided an opportunity for public input on the matter. At its May 19, 2025 meeting, the President and Board of Trustees of the Village accepted the Committee’s recommendation to accept the lowest cost Proposal submitted by the Contractor and to approve and enter into the Agreement with the Contractor for the performance of the Services and completion of the Project; and

WHEREAS, pursuant to 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), the President and Board of Trustees of the Village of Western Springs are authorized to approve the waiver of the local competitive bidding process and enter into the Agreement, 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 Agreement.

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: Award of Bid and Approval and Authorization of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs waive competitive bidding in order to accept the Contractor's Proposal to complete the Space Needs Analysis Project for a total dollar amount not to exceed \$17,500.00, as set forth in the attached Agreement, and approve and authorize the execution of the Agreement with Tria Architecture, Inc., substantially in the form attached hereto as **Group Exhibit "A"**, which may contain certain non-substantive and non-financial modifications approved by the Village Attorney. The President and Board of Trustees of the Village of Western Springs authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Agreement, and such other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of funds in the amount of \$17,500.00 from the Village Capital Fund and/or such other available Village funds to pay the Village's financial obligations under the Agreement, 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's obligations under the Agreement.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Agreement by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and an executed version of the attached Agreement to the Contractor 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, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND TRIA ARCHITECTURE, INC. OF BURR RIDGE, ILLINOIS,
FOR THE PERFORMANCE OF A SPACE NEEDS ANALYSIS IN THE AMOUNT OF \$17,500.00**

AND

EXHIBIT "1"

**RIDER TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND TRIA ARCHITECTURE, INC. OF BURR RIDGE, ILLINOIS,
FOR THE PERFORMANCE OF A SPACE NEEDS ANALYSIS IN THE AMOUNT OF \$17,500.00**

(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 AUTHORIZING THE WAIVER OF THE COMPETITIVE BID PROCESS
IN LIEU OF A REQUEST FOR COMPETITIVE PROPOSALS FOR A SPACE NEEDS ANALYSIS
OF THE PUBLIC WORKS FACILITY AND MUNICIPAL SERVICES/ENGINEERING DEPARTMENTS,
AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH TRIA ARCHITECTURE, INC. OF BURR RIDGE, ILLINOIS, IN THE AMOUNT OF \$17,500.00**

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 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 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

**Rider to
Professional Services Agreement
Between The Village Of Western Springs And Tria-Architecture, Inc.
For Space Needs Analysis**

The Terms and Conditions of the Professional Services Agreement ("PSA" or "Agreement") are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit "1". In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance --

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
- (2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 "any auto";
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance --

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions --

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions --

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages --

- (a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the "Village Affiliates") are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations;

or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.
- (d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages --

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

- (3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers --

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage --

The ENGINEER shall furnish the VILLAGE with certificates of insurance and policies and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.
- 3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors.
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.
9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or

person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.
16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior,

among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.
19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager
 - b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

- d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
- e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (i) abide by the terms of the statement; and

- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation

District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.

- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
 - n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.
 - o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
 - p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.
2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
 - (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the

Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

- (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: May, 2025



March 24, 2025

VIA HAND DELIVERY

(5) Page(s) Inclusive

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

Re: Village of Western Springs – Public Works Department
1440 Hillgrove Avenue, Western Springs, IL 60558
Proposal for Professional Services
2025 Space Needs Analysis RFP

It was a pleasure talking with you about your 2025 Public Works Space Needs Analysis RFP. We thank you for the opportunity to work with you. As a resident of Western Springs and a neighbor to the Public Works facility it gives me an opportunity to give back to the community in which I live. We have reviewed the RFP dated 2/24/25 and understand the scope of services. We feel that our experience in similar projects will blend in perfectly with this project. We have described our scope of services below.

PROJECT UNDERSTANDING:

- I. TRIA Architecture (TRIA) will complete all Space Needs Analysis and Conceptual Design services for you (OWNER), as described herein. This proposal is based on the following key components:
 - A. TRIA will analyze the current and future needs of the existing Public Works facility (approx. 21,085 s.f.) and site plus the existing Municipal Services workspace at Village Hall.
 - B. TRIA will provide a Space Needs Analysis of the existing facility and site to determine how the facility can be renovated or expanded to accommodate current and future uses of the facility and relocate Municipal Services to the facility.
 - C. TRIA will provide Conceptual Design for the renovations and expansions of the facility to accommodate these current and future needs.
 - D. TRIA will provide Conceptual Design of renovations to the site to accommodate the proposed facility design and space needs analysis.

SPACE NEEDS ANALYSIS SERVICES:

- I. TRIA will complete a Space Needs Inventory and Analysis of the existing facilities including:
 - A. Walk through existing facilities and kick-off meeting with staff to discuss use of existing spaces.
 - B. Meet with department heads or key personnel (Identified by Administration) to discuss any space or adjacency concerns.
 - C. Provide a staff survey to be completed by Public Works and Municipal Services staff.
 - D. Perform field verification of all relevant existing conditions.

TRIA ARCHITECTURE

Illinois Office | Corporate Headquarters: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527

Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304

Company Main: 630.455.4500 Fax: 630.455.4040

www.TriaArchitecture.com

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Proposal for Professional Services – 2025 Space Needs Analysis RFP

Village of Western Springs

740 Hillgrove Avenue, Western Springs, IL 60558

March 24, 2025

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- E. Document the areas and uses of all existing spaces at Public Works and the Municipal Services spaces at Village Hall.
 - F. Document the inventory of all existing and future Public Works vehicles and large equipment.
 - G. Assess staffing space and location needs.
 - H. Provide recommendations on sizes and uses of all areas of facility.
 - I. Assess site circulation, storage and access.
 - J. Provide recommendations on storage, circulation and access on the Public Works site.
- II. TRIA will provide conceptual planning services including:
 - A. Design of up to three (3) conceptual floor and site plan options to meet the space needs outlined in the approved report.
 - 1. Options will be presented to the OWNER for review prior to making revisions.
 - B. Provide preliminary construction budget estimates for the conceptual options.
 - 1. All estimates will be schematic or based on general square foot costs for the purposes of master planning.
 - C. Provide one (1) round of revisions to the above conceptual plans.
 - 1. Revised options will be presented to the OWNER for review.
 - D. A final Conceptual floor and site plan will be presented to the OWNER.
 - E. Not included in this proposal:
 - 1. IT or Security/Access Control Systems Design.
 - 2. Civil, Structural, Mechanical, Electrical, Plumbing, or Fire Protection design.
- III. TRIA will complete a space needs analysis report of our findings including:
 - A. Cover letter describing process and findings.
 - B. Existing and proposed space requirements including size and use of each space.
 - C. Inventory of all Public Works vehicles and large equipment.
 - D. Final conceptual floor and site plans.
 - E. Preliminary construction budget estimate.

GENERAL ITEMS:

- I. The OWNER shall provide the following existing information to TRIA:
 - A. An electronic AutoCAD copy of the existing facility (also showing all utility locations, M.E.P.FP. equipment details and sizes).
 - 1. All facility covenants, rules and regulations regarding our scope of services are to be provided to TRIA prior to the start of services.
 - 2. If no AutoCAD drawings of the facility are available, TRIA will field measure the existing Public Works facility and the Municipal Services workspaces and create existing floor plans on a Time and Material basis.
 - B. An electronic copy of the Plat of Survey of the existing property (also showing all utility locations and sizes).
 - 1. All site restraints such as deed restrictions and covenants, if any, are to be provided to TRIA prior to the start of services.

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March 24, 2025

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- C. Hard copies of the current facility information such as: Facility Assessments, Roof Surveys, Parking Lot Surveys, etc.
- D. Hard copies of the most current Hazardous Material reports (lead, asbestos, etc.).
- E. Inventory of all vehicles and large equipment, including overall sizes and wheelbase dimensions for the larger equipment.
- F. List of future vehicles and equipment, including overall sizes and wheel base dimensions for the larger equipment.
- G. List of any future services to be provided.
- II. Attendance at up to one (1) facility walk-through and kick-off meeting, one (1) staff survey meeting, four (4) OWNER in-person meetings, and one (1) Board meeting are included in this proposal.
 - A. Because of the undetermined length and amount of additional meetings the OWNER may request, TRIA will prepare any presentation materials required and attend any other meetings requested by the OWNER, on a Time-and-Material basis above and beyond this proposal, including travel.

DESIGN PHASES:

- I. Not Applicable.

BIDDING PHASE:

- I. Not Applicable.

CONSTRUCTION OBSERVATION PHASE:

- I. Not Applicable.

This proposal references and includes the AIA Document B101 (2017 edition) - Standard Form of Agreement Between Owner and Architect, Articles five, six, seven, eight (with the litigation option for section 8.2.4), nine and ten inclusive.

As discussed, our goal is not just to complete this project, but also to build a relationship with you so that we may fill any future design needs of yours. Please review this proposal and don't hesitate to contact me if you have any questions or require any additional information. **If this proposal is acceptable, please execute all of the yellow highlighted areas and send the entire proposal back to our office.** TRIA Architecture and I look forward to your direction and working with you and your associates.

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FEE SCHEDULE

BASE BID PROPOSAL: Space Needs Analysis services as described above for a Lump Sum Fee of \$17,500.

2025 HOURLY RATES

(For work above and beyond our scope of services listed above):

Principal Architect	\$250.00
Associate Architect	\$210.00
Senior Project Manager	\$195.00
Project Manager	\$185.00
Senior Architect / Senior Interior Designer	\$175.00
Architect 3 / Architectural Staff 3 / Interior Designer 3	\$175.00
Architect 2 / Architectural Staff 2 / Interior Designer 2	\$165.00
Architect 1 / Architectural Staff 1 / Interior Designer 1	\$155.00
Architectural Staff	\$145.00
Graphic Designer	\$150.00
Architectural Intern / Interiors Intern	\$135.00
Administrative Assistant	\$125.00

Approved by (Sign / Print):

Title:

Date:

Sincerely,



TRIA ARCHITECTURE, INC.

Ronald E McGrath, AIA, LEED AP

Principal Architect

REM/jp

Attachments: None

File Name: MRK.PRP.032425.WESTERN SPRINGS PW SNA.docx

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Village of Western Springs

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March 24, 2025

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TERMS AND CONDITIONS

- I. If TRIA is requested to perform any onsite visits during construction, the OWNER or Contractor will obtain General Liability Insurance during construction and name TRIA as additional insured.
- II. The OWNER will be responsible for all material, printing and distribution costs of progress printings, presentations, office drawings and bid documents. These will be provided through TRIA as a reimbursable expense.
- III. TRIA shall not be liable or responsible for the quality of materials, equipment and fixtures used, nor the quality of workmanship on the project.
- IV. The OWNER will provide proportional monthly progress payments throughout the project and final payment upon completion of TRIA's services for that phase.
- V. If any payment is not paid by the OWNER when due, the unpaid balance shall accrue interest at one and one-half percent (1.5%), or the maximum legal rate, per month until paid.
- VI. TRIA reserves the right to cease all services until prompt payment of all outstanding invoices. In the event any portion of an account remains unpaid 120 days after the billing, TRIA may institute collection action and the OWNER shall pay all costs of collection, including reasonable attorney fees.
- VII. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the OWNER, and payment is due regardless of suspension or termination of this agreement by either party. Time allotted for permit revisions are deemed inconsequential to the whole project, therefore no portion of the fee will be credited if the project does not go through the permit process.
- VIII. This proposal is valid for a period of 45 days. After that period, TRIA will provide a revised proposal for any services.
- IX. If the services covered by this proposal have not been completed within 6 months of the date hereof through no fault of TRIA, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.
- X. All designs are the property of TRIA and are not to be used for any project without the expressed written consent of TRIA. The OWNER will allow TRIA full access to the site and project to be photographed for use in marketing material. The OWNER will provide a copy of the final approved permit set to TRIA.
- XI. To the fullest extent permitted by law, and notwithstanding any other provisions of this agreement, the total liability, in the aggregate, of TRIA and TRIA's officers, directors, partners, employees, agents, and subconsultants, and any of them, to the OWNER and anyone claiming by, through or under the OWNER, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or Agreement from any cause or causes, including, but not limited to the negligence, professional errors and omissions, strict liability, breach of contract or warranty, expressed or implied, of TRIA and TRIA's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the amount of TRIA's insurance proceeds available at the time of the claim.
- XII. TRIA and the OWNER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with AIA B101 (2017 edition) - Article 9.
- XIII. Hourly rates are subject to change at the beginning of every calendar year.
- XIV. TRIA reserves the right to renegotiate the fee should changes in the scope of services occur.
- XV. All reimbursables will be forwarded with a 1.1 multiplier factor.
- XVI. All additional services will proceed only on a verbal or written "as directed" basis from the OWNER.
- XVII. TRIA will not be held responsible for identifying and/or investigating any existing hazardous conditions or materials on site.

 (Initial) The Terms and Conditions have each been individually read and agreed upon.

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Proposal

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

RE: 2025 Space Needs Analysis RFP

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
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 the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. ~~The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.~~
6. The undersigned further agrees to be available to begin work on **May 1**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. ~~This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the~~

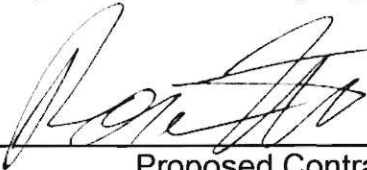
~~undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.~~

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

March 21, 2025

Date



Proposed Contractor (Bidder)





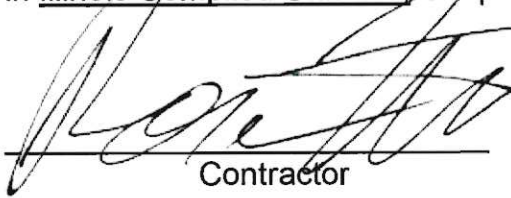
Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.



Contractor

Date: March 21, 2025

Attest



Anne M Baker



Contractor's Certification Regarding Non-Payment of Compensation

Tria Architecture hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.


Contractor

DATED: March 21, 2025

ATTEST:





EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

See below on next page.

Exhibit A

Agreement

This Agreement (the "Agreement") made this the 21 day of ~~February~~ ^{March} in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and Tria Architecture, Inc. (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and ~~install~~ all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2025 Space Needs Analysis RFP as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated February 27, 2025 and as agreed to in the Contractor's Proposal dated February 27, 2025.
2. The Contractor agrees to commence the Work on **May 1**, and will officially, diligently, and expeditiously conduct the Work in a in accordance with their proposed schedule.

March 24, 2025
3. The Village shall pay the Contractor for the performance of the Work to complete 2025 Space Needs Analysis RFP a total dollar amount not to exceed XXXXXXXX THOUSAND AND NO/100 DOLLARS (\$XXXXXXXX) in accordance with the Contractor's Proposal dated ~~February 27, 2025~~, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:

- A. Legal Notice (Advertisement for Bid) published on **February 27, 2025.**
 - B. Instructions to Bidders dated **February 27, 2025.**
 - C. Contractor's Proposal dated **March 24, 2025.**
 - D. ~~Contractor's bid bond submitted by _____~~
~~in the amount of \$ _____ dated **March 24, 2025.**~~
 - E. General Specifications and all additional provisions **March 24, 2025.**
 - F. Contractor's Drug Free Workplace Certification dated **March 24, 2025.**
 - G. Contractor's Certification Regarding Non-Payment of Compensation dated **March 24, 2025.**
 - H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
 - I. Exhibit C – Change Order Form
 - J. ~~Required Performance and Payment Bonds provided by the Contractor.~~
 - K. Required Insurance Certificates provided by the Contractor.
 - L. Rider to Contract- General Conditions 

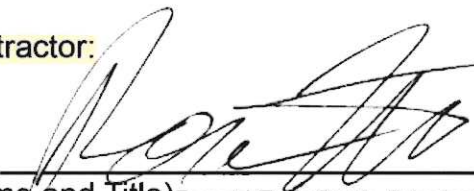
Assuming this refers to this agreement.
6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
7. Independent Contractor Status; 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.

8. 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.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

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.

Contractor: _____ Village of Western Springs

By: 
(Name and Title) Ronald E McGrath, Principal Architect

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:
By: 
(Name and Title) Anne Baker, Office Administrator

By: _____
Jill Izzo, Deputy Village Clerk

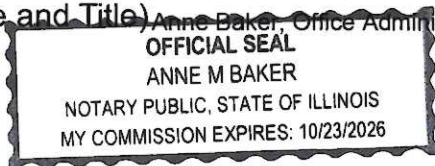


Exhibit B

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS BY THE CONTRACTOR

I, Ronald E McGrath, having being first

duly sworn, depose and state that I am the

Principal Architect
(insert "sole owner "partner", "president", " other" proper title)

and the authorized agent of Tria Architecture, Inc., which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the Public Works Space Needs Analysis Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department

of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: 
Name: Ronald E McGrath
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 21 Day
Of March, 2025.

Anne Baker
Notary Public


Notary Public



Exhibit C**CHANGE ORDER NO.:**

Owner:
 Engineer:
 Contractor:
 Project:
 Contract Name:
 Date Issued:

Owner's Project No.:
 Engineer's Project No.:
 Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:
 Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

Accepted by Contractor

Approved by Funding Agency (if applicable)



PROCLAMATION

51st Annual Emergency Medical Services Week



WHEREAS, emergency medical services are an essential public service, providing lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, timely access to quality emergency care significantly improves survival and recovery rates for individuals experiencing sudden illness or injury; and

WHEREAS, emergency medical services bridge critical healthcare gaps by delivering out-of-hospital care, including preventive medicine, follow-up treatment, and access to telemedicine; and

WHEREAS, the emergency medical services system is composed of dedicated professionals, including first responders, emergency medical technicians, paramedics, dispatchers, firefighters, police officers, educators, administrators, nurses, physicians, and trained members of the public, all working together to provide vital medical care; and

WHEREAS, whether serving as career professionals or volunteers, members of emergency medical services teams undergo extensive training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is fitting to recognize the contributions and accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, I, President Heidi Rudolph, Village President, do hereby proclaim the week of **May 18–24, 2025, as Emergency Medical Services Week** in the Village of Western Springs, honoring and celebrating those who dedicate their lives to protecting the health and safety of our community.

GIVEN under my hand and seal of the Village of Western Springs this 19th day of May 2025.

Heidi Rudolph
Village President



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 19, 2025

AGENDA ITEM 10.B.

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: [Previously discussed] Intergovernmental Agreement with the Township of Lyons for the 2025 Summer Intern Program (Omnibus Item)

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
2. Resolution No. 25-___ re Approving IGA with Lyons Township for Village Participation in Summer Internship Program (BOT Appr. 5.1

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)

DRAFT 5.5.25
RESOLUTION NO. 25-????
VOTE:
VOTING AYE:
VOTING NAY:
ABSENT:
ABSTAIN:
DATE: May 19, 2025.
OTHER: None.

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND TOWNSHIP OF LYONS
REGARDING VILLAGE PARTICIPATION IN THE
TOWNSHIP'S INTERNSHIP PROGRAM.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village Board" or "Village"), on behalf of the Department of Fire and Emergency Services, and the Supervisor and Trustees of the Township Board of the Township of Lyons ("Township") desire to enter into an intergovernmental agreement entitled "INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWNSHIP OF LYONS ILLINOIS AND THE WESTERN SPRINGS FIRE DEPARTMENT PROGRAM PARTNER" (the "Internship Agreement"). The Internship Agreement is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Village and the Township desire to enter into the Internship Agreement in order for a summer intern to be assigned to the Village by the Township under its Intern Program, which is intended to provide a meaningful employment training opportunity to a local area student. The intern will perform certain work duties and tasks for the Village, which will provide the Village with the benefits of additional services focused on community improvement; 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 Internship Agreement and received input from the Village staff and provided an opportunity for public input on the matter, and then the Committee recommended that the Village Board approve and enter into the Internship 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 Internship Agreement, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input on the matter. At its May 19, 2025 meeting, the President and Board of Trustees accepted the Committee's recommendation to approve and enter into the Internship Agreement; 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 5/8-1-7(e) and 65 ILCS 5/11-5.3-1), 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 and the Intergovernmental Cooperation Act (5 ILCS 220/), to approve and enter into the Internship 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, businesses and the public to approve and enter into the Internship 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 of Western Springs approve and authorize the execution of the attached Internship Agreement. In addition, the President and Board of Trustees authorize and direct the President and Clerk, or their designees, to execute the final version of the Internship Agreement, 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 Internship Agreement.

SECTION 3. Approval of Financial Obligations and Other Documents. 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 Internship Agreement, if any, and also authorize and direct the Village Manager, the Director of Fire and Emergency Medical Services (Fire Chief) and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the Internship 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 forward a certified copy of this Resolution and a fully executed copy of the Internship Agreement to the Township 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 Special 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"

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWNSHIP OF LYONS ILLINOIS
AND THE WESTERN SPRINGS FIRE DEPARTMENT PROGRAM PARTNER
REGARDING VILLAGE PARTICIPATION IN THE TOWNSHIP'S INTERNSHIP PROGRAM**

(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
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND TOWNSHIP OF LYONS REGARDING VILLAGE PARTICIPATION IN
THE TOWNSHIP'S INTERNSHIP PROGRAM**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting held on the 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



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 19, 2025

AGENDA ITEM 10.C.

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: [Previously discussed] Stray Animal Partnership-Based Services Agreement with the Hinsdale Humane Society (Omnibus Item)

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: _____

