



## AGENDA

### GENERAL GOVERNMENT COMMITTEE

General Government Committee: June 5, 2025 at 7:45 AM  
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

**A. Call to Order**

**B. Approval of Minutes**

**C. Public Comment**

**D. New Business**

1. St. John of the Cross Parish Raffle License Application
2. St. John of the Cross – Requests for Special Events Liquor License and Temporary Use Permit for Family Fest 2025
3. Western Springs Park District and Western Springs Business Association – Requests for Special Events Liquor License and Temporary Use Permit for Harvest Fest 2025
4. Easement Agreement for Water Main Facilities at Spring Rock Park between the Village of Western Springs and the Western Springs Park District
5. IDOT Intergovernmental Agreement - Maintenance of of State Routes

**E. Other Business**

**F. Schedule Next Committee Meeting**

**G. Adjournment**

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



## AGENDA ITEM SUMMARY

### GENERAL GOVERNMENT COMMITTEE

General Government Committee: June 5, 2025

#### **AGENDA ITEM D.1.**

**To:** General Government Committee

**From:** Jill Izzo, Village Clerk

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

**RE:** St. John of the Cross Parish Raffle License Application

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#### **Recommendation**

Consider a recommendation to approve the St. John of the Cross application for a raffle license and waiver of license fee and bond requirement.

#### **Summary**

The Village received an application from St. John of the Cross to conduct a raffle in conjunction with the St. John of the Cross Family Fest to be held on August 25, 2025.

On March 28, 2011, the Board approved Ordinance No. 11-2623 which amended Title 3 of the Village code by adding Chapter 12 "Charitable Games, Raffles, Bingo and Other Games of Chance Regulations". Chapter 12 also established a license fee and bond requirement, bringing Village code in compliance with State law.

St. John of the Cross Parish has requested a waiver of the \$25 raffle license application fee and the requirement to post bond. Pursuant to 3-12-3 of the Village code, the corporate authorities, only by unanimous vote, may waive the license fee and bond requirement. St. John of the Cross has stated in its application that their fee waiver request is based on the fact that they are a non-profit religious organization raising money to offset the cost of the Family Festival and raise funds for their Parish and that the Raffle Manager is a volunteer, non-paid position. St. John of Cross will be required to submit a Post Raffle Report to the Village as required by Village code.

Staff recommends approval of their application and waiver of license fee and bond.

#### **Financial Impact**

None.

#### **Recommended Motion**

I move to recommend to the Village Board the approval of the St. John of the Cross raffle license application and waiver of the license fee and bond requirement.

## **Strategic Plan Alignment**

None.

## **File Attachments**

1. SJC Application



## VILLAGE OF WESTERN SPRINGS APPLICATION FOR LICENSE TO CONDUCT RAFFLE

1. Name of Organization: St. John of the Cross Parish
2. Address: 5005 Wolf Road, Western Springs, IL 60558
3. Mailing Address, if Different From Above: \_\_\_\_\_  
\_\_\_\_\_
4. Type of Organization (CIRCLE below and attach corporate mission statement and evidence of corporate and charitable status):  

A. Religious	B. Charitable	C. Labor	D. Business
E. Fraternal	F. Educational	G. Veterans	
5. Length of Time Organization Has Been in Existence: Over 60 years
6. Place and Date of Incorporation: Established by Archdiocese of ChicGO - 1960
7. Number of Members in Good Standing: Approximately 4,000 families
8. President/Chairperson: Reverend Don Einar Cambe, Pastor

<u>5005 Wolf Road, Western Springs, IL 60558</u>	Name
<u>Address</u>	<u>(708) 246-4404</u>
<u>880-63-7516</u>	Telephone
<u>Social Security Number</u>	<u>04/15/80</u>
	Date of Birth
9. Raffle Manager: Michael Francis

<u>4928 Woodland Ave, Western Springs, IL 60558</u>	Name
<u>Address</u>	<u>(312) 953-2187</u>
<u>N/A</u>	Telephone
<u>Social Security Number</u>	<u>04/21/1972</u>
	Date of Birth
10. Designate Organization Member(s) Who Will Be Responsible for Conduct and Operation of Raffle(s) (attach additional sheet if necessary):  
Michael Francis

<u>Name</u>	
<u>4928 Woodland Ave, Western Springs, IL 60558</u>	
<u>Address</u>	Telephone
<u>Social Security Number</u>	<u>Date of Birth</u>
11. Date(s) For Raffle Ticket Sales (max. 180 days): June 17  
May 24, 2025-August 25, 2025

12. Location(s) of Raffle Ticket Sales (e.g., "sold generally within the Village" or "sold at XYZ event"; a raffle license applies only to sales within the Village of Western Springs):  
Generally within the Village with most sales at 5005 Wolf Road

13. Date(s) and Time(s) of Raffle(s) (date(s) for determining winners): \_\_\_\_\_  
June 17  
May 18, 2025-August 24, 2025

14. Location(s) for Determining Raffle Winners (if location is a rented premises, the organization from which the premises is rented must also be licensed pursuant to the Western Springs Municipal Code (Section 3-12-3 (F)(4)) and State law (230 ILCS 15/4(a)(4))):

St. John of the Cross Parish

Location

5005 Wolf Road, Western Springs, IL 60558

(708) 246-4404

Address

Telephone

15. Total Retail Value of ALL Prizes Awarded in Raffle (max. \$200,000): \$ 10,000

16. Maximum Retail Value of EACH Prize Awarded in Raffle (max. \$100,000): \$ 5,000

17. Maximum Price Charged for Each Chance Sold (max. \$500): \$ 20.00

18. Request to Reduce/Waiver of License Fee (\$25 fee; state reason):

St. John of the Cross Parish is a non-profit religious organization. Proceeds of the raffle are used to offset the cost of the Family Festival and raise funds for the Parish

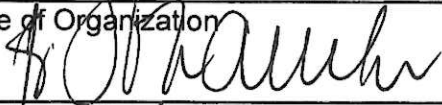
19. Request to Reduce/Waiver of Bond for Raffle Manager (See, Section 3-12-3(G); state reason): Raffle manager is an unpaid, volunteer position.

20. ATTESTATION:

The undersigned attests, under penalty of perjury, that the above-named organization is bona fide religious, charitable, labor, business, fraternal, educational or veterans organization that operates without profit to their members and which has been in existence continuously for a period of 5 years immediately before making application for a license and which has had during that entire 5 year period a bona fide membership engaged in carrying out their objectives, or a non-profit fundraising organization that is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster. The undersigned further states, under penalty of perjury, that all statements in the foregoing application are true and correct, and that the officers, operators and workers of the raffle are all bona fide members of the sponsoring organization, are of good moral character, have not been convicted of a felony, and are otherwise eligible to receive a license pursuant to Section 3-12-3(E) of the Western Springs Municipal Code and the laws of the State of Illinois. If a license is granted hereunder, the undersigned will be responsible for the conduct of the raffles in accordance with the applicable provisions of the laws of the State of Illinois, including the Raffles Act (230 ILCS 15/0.01 *et seq.*) and the Western Springs Municipal Code.

St. John of the Cross Parish

Name of Organization



Presiding Officer

Secretary

**FOR VILLAGE USE ONLY:**

License approved by the Village Board on (date): \_\_\_\_\_

License issued to: \_\_\_\_\_

Authorized areas in which chances may be sold or issued: \_\_\_\_\_

Authorized time period during which chances may be sold or issued: \_\_\_\_\_

Authorized time and place of Raffle(s) (at which winning chance(s) is/are to be determined): \_\_\_\_\_

Reduction / Waiver of License Fee: \_\_\_\_\_

Reduction / Waiver of Bond for Raffle Manager: \_\_\_\_\_

Submittal of Post Raffle Report to Village of gross receipts, expenses and net proceeds from raffle, and itemized distribution of net proceeds itemized as required by Section 3-12-3(H) of the Western Springs Municipal Code: \_\_\_\_\_



## AGENDA ITEM SUMMARY

### GENERAL GOVERNMENT COMMITTEE

General Government Committee: June 5, 2025

#### AGENDA ITEM D.2.

**To:** General Government Committee

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

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

**RE:** St. John of the Cross – Requests for Special Events Liquor License and Temporary Use Permit for Family Fest 2025

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#### Recommendation

Consider a recommendation to approval of the Class I Liquor License and temporary use permit.

#### Summary

St. John of the Cross (SJC) has submitted their 2025 requests for a temporary use permit (TUP) and special event liquor license - class "I" for beer, wine and hard seltzer sales at the SJC campus on the east side of Wolf Road between Courtland Circle and 51st Street.

A request letter dated May 2, 2025 has been submitted by Reverend Don Einar Cambe, Pastor of St. John of the Cross discussing the event and the pertinent details related to the SJC request which are as follows:

- Event will be conducted from Thursday, August 14 through Sunday, August 17. The carnival will operate from open to close and the proposed hours of operation, entertainment and last call have been identified in the attached cover letter.
- A class "I" special event license is being requested along with a temporary use permit for the carnival.
- The activities, carnival, entertainment, food and liquor service are similar to previous Family Fest events.
- All festival activities will be held in the large parking lot in the middle of the SJC campus. Carnival rides and midway games will be in the west portion of the parking lot along Wolf Road.
- An 80'x 100' tent will be installed on the east end of the lot between the Parish Center and the school building (labeled Music Hall Tent) on the accompanying map. This tent will serve as the main entertainment venue.
- Food Service will be provided through a combination of food trucks, food stands and a scaled back menu of items prepared and served by parish volunteers.

Alcohol will be sold at the event and will include beer, wine and hard seltzer. Sale of alcohol will

stop one half-hour prior to close of event each day. A wristband will be given out to anyone 21 years of age or older if they purchase tickets for alcohol. The Parish is again requesting that alcoholic beverages be permitted throughout the church parking lot within the footprint of the Fest. The Parish has a security team that will staff three (3) checkpoints to ensure that the beverages remain on property (and within the footprint of the fest).

This is the 14th annual Family Fest event and the SJC event is operated by a team of church volunteers with the assistance of the Police and Fire Departments. Their team has demonstrated over the years that they are capable of managing this type of large-scale event.

A raffle license has also been submitted. The raffle event will be conducted in advance of the fest with the final drawing being conducted at the August event.

**Recommendation**

If the General Government Committee is amenable to the temporary use permit and special event liquor license being requested by SJC, the Committee can recommend approval of the SJC requests and forward the requests for consideration and action from the full Village Board at the June 16, 2025 meeting.

**Attachments**

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1. Application submittals
2. Draft- An Ordinance Approving the Creation of a Class "I" (Special Events on Property Owned or Leased by a Not-For-Profit Organization) Liquor License for Issuance to St. John of the Cross Parish for the 2025 Family Festival Event Scheduled for August 14 to 17, 2024 at the 5005 Wolf Road Property.

**Financial Impact**

None.

**Recommended Motion**

I move to recommend to the Village Board the approval of the Class I Liquor License and TUP.

**Strategic Plan Alignment**

None.

**File Attachments**

1. Applicant Submittals
2. Draft Ordinance

ALL APPLICATIONS MUST BE TYPEWRITTEN. NO HANDWRITTEN FORMS WILL BE ACCEPTED.  
 THE FURNISHING OF ANY INACCURATE INFORMATION SHALL BE CAUSE FOR LICENSE REVOCATION.  
 MUST BE FILED IN DUPLICATE WITH THE OFFICE OF THE VILLAGE MANAGER

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

NEW/RENEWAL: Class 1 Liquor License  
 (Non-Refundable Application Fee for  
 Issuance of new Liquor License; One-Time Only Fee)

DATE: May 2, 2025

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

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

The undersigned (an owner), Don Einar Cambe (name), Reverend  
 (title) of Pastor d/b/a \_\_\_\_\_ (business name and assumed name) makes application for a Class 1 liquor  
 license, at the address of 5005 Wolf Rd, Western Springs, IL for the period ending March 31, 2026, and tenders the sum of  
 \$ 100.00, the prescribed fee as set forth in the following:

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

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

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

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

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

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

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

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

- A. Name: Reverend Don Einar Camber  Male  Female:
- B. Mailing Address: 5005 Wolf Road, Western Springs, IL 60558
- C. Address at Residence: Same
- D. Home Phone No.: [REDACTED] Cell: \_\_\_\_\_
- E. Work Phone No.: \_\_\_\_\_ Pager: \_\_\_\_\_
- F. Citizenship Status: [REDACTED]
- G. If naturalized citizen, time and place of naturalization: \_\_\_\_\_
- H. Place of Birth [REDACTED]
- I. Driver's License Number: [REDACTED]
- J. Height: [REDACTED]
- K. Weight: [REDACTED]
- L. Color of eyes: [REDACTED]
- M. Color of hair: [REDACTED]
- N. Social Security number: [REDACTED]
- O. Vehicles owned with registration numbers: \_\_\_\_\_
- P. Other home addresses within the last 5 years:

Street Address	City, State, ZIP	Dates	
		From	To
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

Business Name: St. John of The Cross Parish  
 Address: 5005 Wolf Rd, Western Springs, IL Phone Number: (708) 246-4404  
 Dates owned: From: \_\_\_\_\_ To: \_\_\_\_\_

Describe any liquor license incident requiring police intervention:  
None

State liquor license #: 4A-0101217 Date of license: 6/13/2018  
 Municipal liquor license #: 4A-0101217 Date of license: 5/31/2019  
 Name, address and telephone number of municipality issuing liquor license: Village of Western Springs

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

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

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

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

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

No. of parking spaces: See accompanying cover letter to President Rudolph dated May 2, 2025

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

4. Name of corporation to which license is to be issued. St. John of The Cross Parish

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

Business Name: St. John of The Cross Parish

Address: 5005 Wolf Rd, Western Springs, IL Phone Number: (708) 246-4404

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

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

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

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

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

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

Name: N/A Age: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

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

13. Date of incorporation or organization of your company: N/A

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

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

If so, state the date of reinstatement: N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If no charges were involved, state the reason for the investigation or hearing: N/A

\_\_\_\_\_

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

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

Name of Person: N/A Charge: \_\_\_\_\_

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

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

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

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

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

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

27. The Applicant's Retailer Occupational Tax Registration (ROT) Number: N/A

The Applicant's Federal Employer Identification Number (FEIN): 36-2471550

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

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

\_\_\_\_\_

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

Yes  No

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

If yes, name the person, title and agency:

Person: N/A Title: \_\_\_\_\_

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

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

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

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

Contribution: N/A Amount: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

37. Does the business that is proposed to be licensed currently carry Dram Shop Insurance coverage for the premises or have a binder for Dram Shop Insurance coverage to be issued upon approval of the liquor license?  
 Yes  No

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

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

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

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

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

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

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

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

**SPECIAL EVENT RIDER**

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

**1. Pre-Application Review:**

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

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

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

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

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

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

See accompanying letter to President Rudolph dated May 2, 2025

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

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

See explanation of musical entertainment in accompanying cover letter

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

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

One: SJC Family Festival August 14-17, 2025

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

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

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

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

Three off duty uniformed police officers during peak hours for which St. John of the Cross will pay.

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**SIGNATORY PAGE**

Corporate Seal  
(If applicant is corporation)

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

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

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

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

*[Handwritten Signature]*  
REV DON EINAR CAMBE  
APPLICANT

Subscribed and Sworn to before me this 12 day of May, 2025



*[Handwritten Signature]*  
Laura J Nemecek  
NOTARY PUBLIC

APPLICATION APPROVED:

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

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

May 2, 2025

The Honorable Heidi Rudolph  
Village President and Liquor Commissioner  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558

Dear President Rudolph:

St. John of the Cross Parish is very pleased to submit and request the Village of Western Springs' approval of the following items for its 2025 Family Festival:

- A temporary use permit for a carnival (Section 10-4-5: TEMPORARY USES of the Development Control Ordinance) and
- A Class "I" special event liquor license application for a non-profit on land owned by the non-profit (Section 4-1-9 of the Liquor Code).

The Parish proposes hosting SJC Fest 2025 August 14<sup>th</sup> -17<sup>th</sup>. This will be our twelfth festival since 2011. We are anxious to hold the Fest and provide a community-building event not only for members of the Parish, but for other residents of the Village and surrounding communities as well.

As you know from the past, our Family Festivals feature carnival rides, food and beverage service, concerts and other entertainment, and a fundraising raffle and silent auction. We are conducting the raffle and intend to follow through with all other elements again this year. The following is a summary of what we propose:

***Proposed Hours***

<b><u>Date</u></b>	<b><u>Open</u></b>	<b><u>Close</u></b>	<b><u>Entertainment</u></b>	<b><u>Last Call</u></b>
Thursday, August 14 <sup>th</sup>	5:00 p.m.	10:30 p.m.	6:00 - 10:00 p.m.	10:00p.m.
Friday, August 15 <sup>th</sup>	5:00 p.m.	12:00 a.m.	6:00- 11:00 p.m.	11:30p.m.
Saturday, August 16 <sup>th</sup>	2:00 p.m.	12:00 a.m.	2:00- 11:30 p.m.	11:30p.m.
Sunday, August 17 <sup>th</sup>	12:00 p.m.	7:30 p.m.	1:00 - 7:30 p.m.	7:00 p.m.

The carnival will operate from open to close. Live entertainment will end one half-hour before close on Thursday, one hour before close Friday, a half-hour before close Saturday night and at closing on Sunday. Beer, wine, and hard lemonade sales will stop one half-hour prior to close.

**Hand Sanitizing:** We want to ensure our guests will have many more convenient options to wash their hands with greater priority given to areas in the carnival midway as they exit rides and when they enter and leave the food and beverage service areas, the entertainment tent, and the beer garden.

**Carnival Operator**

All Around Amusements, Inc. (AAA) will once again be the carnival operator. This will be the third year the Parish has chosen to use this carnival operator.

AAA is located at 21342 West Division Street, Lockport, Illinois 60441. Their office telephone number is (815) 725-2323. Their general email address is [AAARAAGS@aol.com](mailto:AAARAAGS@aol.com) . The president of the company is

President Rudolph

May 2, 2025

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**Carnival Operator (cont.)**

Robert Salerno. The day to day contact and the person who will be the primary contact for the Village is Juanita Salerno. Her cell phone number is (630) 417-6361 .

As in past years, the carnival operator will provide contact information on all its employees to the Western Springs Police Department in advance of the festival. Its employees will be housed offsite during the duration of the Fest.

If the Village approves our applications for SJC Fest 2024, the carnival operator will arrive to begin set up on Monday, August 11<sup>th</sup> . Tear down of the carnival will be completed by Monday, August 18<sup>th</sup> .

**Proposed Family Festival Site Plan**

Accompanying this letter is a large print of the site plan for the festival. All festival activities will be held in the large parking lot in the middle of the S.JC campus. As in the past, carnival rides and midway games will be in the west portion of the parking lot along Wolf Road.

An 80 x 100' tent will be installed in the east end of the lot between the Parish Center and the school building. It is labeled on the layout as the "Music Hall Tent". It will serve as the main entertainment venue. As noted earlier, all tables in the entertainment tent will be set up six feet apart. No more than 10 guests will be allowed per table.

Our current plan calls for a smaller tent 30-feet west of the Music Hall Tent. It shows this tent as being 80' x 60'. It will house a secured serving area for alcoholic beverages, a soft drink station and the food service area. The size of the tent may change, however, depending on the number of food trucks and/or food stands we may have. Further details on this can be found in the Food Service section of this letter.

In addition to the above tents, we will create two areas with tables and umbrellas in the east end of the parking lot where people can enjoy their food and drinks. The first will be in the 30-foot gap between the two tents. The 30 feet will be measured between the stakes of the tents.

The second dining area will be just west of the Food/Beverage Tent. Two smaller tents will also be pitched in this area. One will be used for the redemption of mega-pass carnival ride wristbands and food and beverage ticket sales, the other for a gift card pull and volunteer check-in.

Tables in both above dining areas will be spaced six feet apart. The number of guests at each table will be limited to 10.

The multi-purpose room in the school building will be the only indoor space used for the general public during the festival. It will house a first-aid station. It will also serve as a shelter in the event of inclement weather.

A fire lane will be maintained to ensure easy access to all areas of the Fest for emergency equipment. It will run from the northern most entrance of the church parking lot on Wolf Road, between the carnival and the food and beverage service area, along the school building, and then out the parking lot drive on 51<sup>st</sup> St.

President Rudolph

May 2, 2025

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### **Food Service**

The Food will be provided through a combination of food trucks, stands and a scaled back menu of items prepared and served by parish volunteers.

### **Beverage Service**

As noted in the Layout section, The Parish proposes to locate the secured service area for alcoholic beverages and a soft drink station in the 80' x 60' tent in the east end of the parking lot. The tent may be downsized depending on the decision on whether to hire food trucks and stands.

The beverage areas will be operated by Parish volunteers. The individuals serving alcoholic beverages will be BASSET-trained and licensed. All beverage servers will follow all food sanitation and public health regulations.

We plan to purchase our beer, wine, and hard lemonade from Burke Beverage of McCook again this year. The soft drinks will be donated by an anonymous parishioner. All drinks will be dispensed and served in individual waxed-paper cups or plastic glasses.

A ticket system will be used to purchase beverages. We have used it successfully at previous Fests. There will be separate tickets for alcoholic beverages and soft drinks. The alcoholic beverage tickets will be \$7.00 each. One alcoholic beverage ticket can be exchanged for one cup of beer, wine, or hard lemonade. Any guests wishing to purchase tickets for beer, wine, or hard lemonade will be carded. Those individuals 21 years of age or older will be given wristbands. Our BASSET certified servers will only serve beer, wine, or hard lemonade to those guests wearing wrist bands.

Soft drinks will be \$3.00 each. The tickets used to purchase them will be different than those used for alcohol purchases. Guests can neither use alcoholic beverage tickets to purchase soft drinks nor use food tickets to purchase alcoholic beverages.

### **Beverage Consumption Area**

Five years ago, the Village gave St. John's permission to expand the area in which alcoholic beverages can be consumed to include the entire footprint of the Fest. This has proven to be popular especially for those guests who wish to carry their drinks while watching their children in the carnival area.

The Parish again requests that alcoholic beverages be allowed in the church parking lot within the footprint of the Fest. Our security team will staff three checkpoints to ensure that they beverages remain within the footprint. The checkpoints are noted on the accompanying layout. One will be in the fire lane in front of the Parish Center. Another will be at the west end of the path created between the Parish Center and the fence surrounding the tents. The third checkpoint will be in the fire lane in front of the school building about 100 feet from the parking lot entrance on 51<sup>st</sup> Street. Please note that the checkpoints in the fire lanes will be movable to accommodate any emergency vehicle movement which might be required during the Fest.

In addition to the checkpoints proposed above, we will have security personnel patrol crowds throughout the Fest to ensure that no one without a wrist band is in possession of or drinking beer, wine, or hard lemonade. Our security team will work with the Western Springs Police Department on the best method to handle underage drinkers.

President Rudolph

May 2, 2025

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### **Proposed Entertainment**

We are working to book several bands and other forms of family entertainment which will perform during the Fest's operating hours. All entertainment will occur in the large Music Hall Tent.

The following headline performers have been confirmed:

<u>Date</u>	<u>Performance Time</u>	<u>Performers</u>
Thursday, August 14 <sup>th</sup>	8:00 - 10:00 p.m.	Billy Elton
Friday, August 15 <sup>th</sup>	6:00 – 8:00 p.m. 9:00 - 11:00 p.m.	Toxic Crayon Sixteen Candles
Saturday, August 16 <sup>th</sup>	6:00 - 8:00 p.m. 9:00 – 11:00 p.m.	Rhythm Method Cirrus Falcon
Sunday, August 17 <sup>th</sup>	3:00 – 5:00 p.m. 5:30 – 7:30 p.m.	Inversion San Fazio Quartet

### **Gift Card Pull**

A gift card pull will be conducted during the festival to raise funds for the Parish. The donated gift cards will be on display during the Fest in a smaller tent west of the Food/Beverage Tent. Fest goers will be able to place bids on various gift cards during the four-day run of the event. Winners will be able to pick up their gift cards at designated times during and after the Fest. The total retail value of the donated gift cards will be approximately \$10,000.

### **Public Safety**

St. John of the Cross is fortunate that one of its parishioners is a police chief in another suburban community. He will once again head up our security efforts for SJC Fest 2024. He will meet with representatives of the Village of Western Springs' Police and Fire Departments to coordinate the final security and public safety details for the Fest.

As we have done in the past, the Parish will hire off-duty, uniformed Western Springs police officers to be on site during the peak operating hours. In addition, one uniformed officer will be on site overnight each night of the Fest. Our intent is to cooperate with the Police and Fire Departments during our planning as well as during the festival itself to ensure that public safety is maintained.

President Rudolph

May 2, 2025

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### **Parking**

The Parish will work with its neighboring churches on Wolf Road to use their parking lots during Fest hours. Vehicles will also park on streets in the Springdale and Forest Hills neighborhoods. Handicapped parking will be available on the Parish campus near the Parish Center and in the designated paved lot north of the church building.

In addition, it should be noted that all but one weekend Mass will be held in the church building during the festival. The 11:00 a.m. Sunday Mass will be held in the Fest entertainment tent. Parking will be allowed on the grass at the north end of the Parish's property during the Masses and will be limited to people attending Mass. This area will not be used for festival parking.

### **Good Neighbor**

As we have been in the past, St. John of the Cross wishes to be a good neighbor to the residents in the neighborhoods which surround the Parish. We will mail a written notice to all adjacent homeowners two weeks prior to the Fest so they know what to expect. We will also provide them with a dedicated phone number so they can communicate with the Parish and Fest staff if any issues or questions arise during the Fest which require immediate attention.

Cleanup of the Parish grounds will occur throughout each day as needed. A more thorough cleanup will occur each night at the close of the Fest. Parish volunteers will also police the Springdale and Forest Hills neighborhoods from time to time throughout each day and then again at the end of each night to collect any litter that may have been left by festival goers. We hope to minimize this situation by proactively posting signs at all exits asking festival patrons to respect the neighborhoods and churches where they have parked.

We believe this letter provides a good start for our discussion with the Village Board, its General Government Committee, the Liquor Commission, and Village Staff on the issues that need to be addressed to gain approval of the permits and licenses needed for SJC Fest 2024. An application for a liquor license is enclosed.

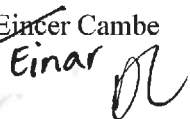
We cannot begin to tell you how excited we are to meet with you to discuss the opportunity to operate our Annual Family Fest foster community spirit.

Please contact Ann-Marie Hickey at (708) 207-0738, [ahickey@coldwellhomes.com](mailto:ahickey@coldwellhomes.com) with any questions. We look forward to the dialogue and pledge the Parish's cooperation.

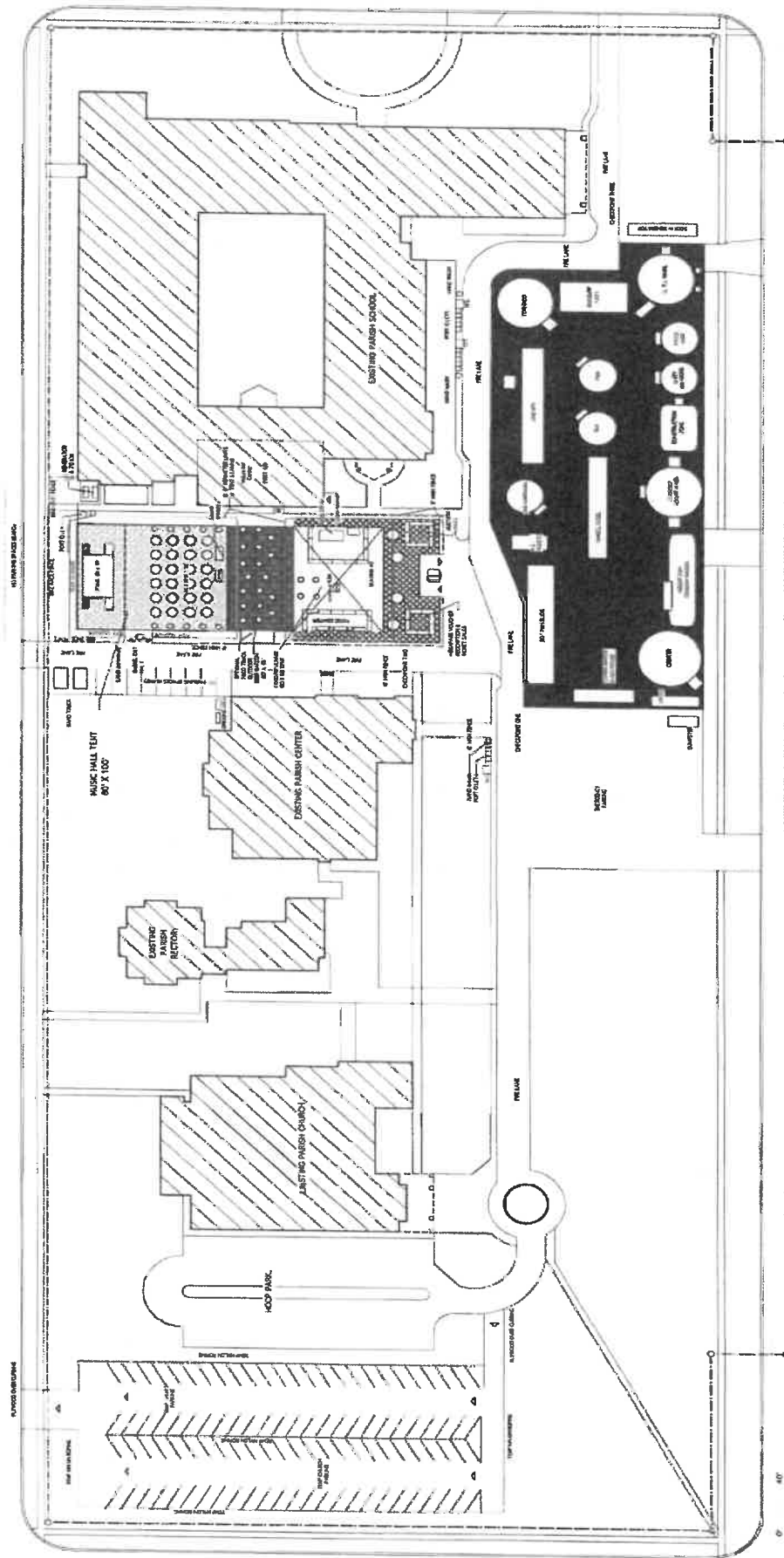
Sincerely,



Rev. Don Eincer Cambe  
Pastor







DANIEL HUSSEY, ARCHITECTS  
WILLOWBROOK, IL

## St. John of the Cross Family Festival August 14<sup>th</sup> - 17<sup>th</sup> 2025

<b>LEGEND:</b>	<b>SEATING CAPACITY:</b>
PROPERTY LINE	ENTERTAINMENT STAGE AREA: 132
FENCING	ENTERTAINMENT TENT/STAGING STALLS: 40
SEWER LINE	STALLS (10' TABLE, 10' BENCH): 40
WATER LINE	(10) 30' ROUND @ 4 EA.
POWER LINE	OUTDOOR BEER GARDEN: 88
FOOD TENT	(22) 30' ROUND @ 4 EA.
BEVERAGE TENT	OUTSIDE:
ENTERTAINMENT TENT	ROUND TABLES: 48
CORNER WALL	(1) 40' ROUND @ 4 EA.
CONCRETE WALKWAY	TOTAL SEATING: 340
BUILDINGS	
BEER GARDEN	

## Attachment 2

ORDINANCE NO. 25-\_\_\_\_\_

**VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**DATE: June 16, 2025.**

**OTHER: None.**

**AN ORDINANCE APPROVING THE CREATION OF A CLASS "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO ST. JOHN OF THE CROSS PARISH AND APPROVING THE RELATED TEMPORARY USE PERMIT FOR THE 2025 FAMILY FESTIVAL EVENT SCHEDULED FOR AUGUST 14 to 17, 2025 AT THE 5005 WOLF ROAD PROPERTY.**

**WHEREAS**, St. John of the Cross Parish (the "Applicant") filed a liquor license application with the Village Clerk for a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License for a special event to be conducted at the 5005 Wolf Road property ("Special Event Location"); and

**WHEREAS**, within the Application, there is a "2025 Family Festival Event Site Plan" (a diagram that shows the proposed size, internal set-up and location of a tent for use as an "indoor alcoholic beverage sales/consumption area" and the proposed size, internal set-up and location of an "outdoor alcoholic consumption area" during the special event as well as other details regarding the location of bingo and bake sale activities, kids activities, food vendors, carnival rides, outdoor bathrooms, a smoking area, emergency vehicle lanes and on-site parking) and narrative of the Special Event (the "Application"). The outdoor alcoholic consumption area will consist of: (1) the outdoor area adjacent to the entrance of the tent that holds the indoor alcoholic beverage sales/consumption area (designated as the "Outdoor Beer and Wine Garden Area"); (2) the outdoor carnival ride area located in the on-site parking lot (designated as the "Carnival Ride Area"); and (3) the indoor alcoholic beverage sales/consumption area (designated as the "Music Hall Tent and Alcohol Sales Tent"); all as shown on the diagram included with the Application (collectively referred to as the "Alcoholic Beverage Sales/Consumption Areas" or the "Licensed Premises"). **The special event, including the retail sale and consumption of alcoholic beverages, will be conducted on Thursday, August 14, 2025 (between the hours of 5:00 P.M. and 10:30 P.M.), Friday, August 15, 2025 (between the hours of 5:00 P.M. and 12:00 A.M.), Saturday, August 16, 2025 (between the hours of 2:00 P.M. and 12:00 A.M.), and Sunday, August 17, 2024 (between the hours of 12:00 P.M. and 7:30 P.M.) (the "Special Event").** The requested alternate "Rain Dates" are: To be determined by the Local Liquor Control Commissioner. The Application and its attachments are incorporated by reference into this Ordinance; and

**WHEREAS**, the Applicant has contracted with carnival operator All Around Amusements, Inc. of Lockport, Illinois ("AAA") to operate the Special Event, subject to the conditions set forth in the Temporary Use Permit. AAA shall, as a condition of its operation of the Special Event, include the Village as an additional insured on its Certificates of Insurance; and

**WHEREAS**, because this Special Event is a repeat of the same Special Event conducted by the Applicant, without incident, since year 2010, the Local Liquor Control Commission (the "Commission") was not required to hold a meeting in regard to the Application; and

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs (the “Village”) make the following findings in regard to the Application and the Applicant:

- A. The Applicant is the owner of the 5005 Wolf Road property on which the Alcoholic Beverage Sales/Consumption Areas will be constructed and maintained during the Special Event;
- B. The Applicant will engage one or more restaurants, who will serve food (the “Participating Restaurants”). To participate in this Special Event, the Participating Restaurants will be required to provide written proof to the Village that they hold current licenses from the Cook County Department of Health (or other applicable governmental regulatory agency) in regard to food service to the public;
- C. The Applicant qualifies as a “Special Event Retailer” and a “qualified not-for-profit organization” as defined by Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-3 (Definitions) of the Western Springs Municipal Code;
- D. Each year, the Applicant has received a Class “I” (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License from the Village starting in year 2010, but does not hold any other Village Liquor Licenses;
- E. The Applicant and its representatives were found to be in compliance with all of the applicable sections of the Village’s Municipal Code, the provisions of the Illinois Liquor Control Act of 1934 and the Village’s Liquor Control Ordinance; and
- F. The Applicant is eligible to receive a Class “I” (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License for the purpose of allowing the retail sale, service and outdoor consumption of alcoholic beverages at the Special Event.

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

**SECTION 1: Approval of Liquor License for Issuance by Local Liquor Control Commissioner to Applicant.** Pursuant to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-9 (Classifications of Licenses), Subsection 4-1-9(I) (Class “I” License - Special Events On Property Owned Or Leased By A Not-For-Profit Organization) of the Western Springs Village Code, the President and Board of Trustees of the Village of Western Springs approve the creation of a Class “I” Liquor License for issuance by the Local Liquor Control Commissioner to St. John of the Cross Parish (the “Applicant”) for the purpose of allowing the Applicant to sell at retail and serve alcoholic beverages at the Special Event (August 15 to 18, 2024, or such other alternate dates in 2024 as determined by the Local Liquor Control Commissioner), and to sell at retail and serve alcoholic beverages as part of the Special Event, **SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 2.**

**SECTION 2: Conditions of Liquor License.** The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class “I” (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License created under Section 1 of this Ordinance to the Applicant, subject to the following conditions:

- A. The representatives of St. John of the Cross Parish agree to meet periodically with the Local Liquor Control Commissioner, at the Commissioner’s request, to discuss the retail sale, service

and consumption of beer and wine in conjunction with the Special Event and shall provide the Commissioner with information relative to its operation upon request.

B. The President and Board of Trustees of the Village of Western Springs approve the following regulations relating to the Special Event:

- (1) Approved Site Plan. The Special Event Site Plan that contains the diagram of the size, internal set up and locations of the indoor alcoholic beverage sales/consumption areas and the outdoor alcoholic beverage consumption area to be operated during the Special Event is APPROVED AS SUBMITTED.
- (2) Amendments to Approved Site Plan. The Applicant shall comply with the final Village-approved Special Event Site Plan, as amended, and all related regulations, including the **recommendations set forth in the Heather Valone Memorandum dated \_\_\_\_\_, 2025 ("Village Staff Memo")**. A copy of the Liquor License Application, which includes the approved Special Event Site Plan with related regulations, is attached hereto as **Group Exhibit "A."** After its approval by the Village Board, the Village-approved Special Event Site Plan may be altered or amended at any time at the direction of the Local Liquor Control Commissioner or the Village Manager in the interest of public safety.
- (3) Approved Signage. Signage as recommended in the Village Staff Memo, or additional signage as otherwise required by the Village Manager or the Local Liquor Control Commissioner, shall be posted prior to or during the Special Event.
- (4) Safety Requirements. The Applicant, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Licensed Premises that are required by the Village Manager, the Village's Chief Code Officer, the Fire Inspector, the Village Engineer and/or the Local Liquor Control Commissioner from time to time for the Special Event. After the approval date of this Ordinance, any such modifications or other safety-related requirements issued by the Village Manager, the Village Engineer, the Village's Chief Code Officer, the Fire Inspector and/or the Local Liquor Control Commissioner 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.
- (5) Notice of Special Event to Residents. At least fifteen (15) calendar days prior to the Special Event, the Applicant shall provide written notice of the final Village-approved Special Event Site Plan and the hours of operation for the Special Event to the property owners who live immediately adjacent to or across from the 5005 Wolf Road property.
- (6) Special Event Hours. All sales, service and consumption of alcoholic beverages shall be limited to the Licensed Premises in accordance with the permitted hours of operation set forth in the Village's Liquor Control Ordinance for the Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor Licenses, except

that sales and service of alcoholic beverages shall stop fifteen (15) minutes prior to the latest permitted hour of operation (also known as “last call” deadline).

- (7) Hours for Set-Up, Take-Down; Bathrooms. The hours for the set-up and take-down activities associated with the Special Event shall be: 7:00 A.M. to 11:00 P.M. for the days prior to, on and after the Special Event, except that the take-down activities conducted immediately following the conclusion of the Special Event shall cease at 12:00 A.M. The Applicant, at its cost, shall provide, set-up, take-down and remove tables, chairs, a stage, additional waste refuse containers and at least fourteen (14) portable bathrooms for the Licensed Premises for the Special Event. The Applicant’s indoor bathroom facilities shall not be open to the public during the Special Event.
- (8) Lighting; Electricity. If the Applicant desires to install temporary electric lighting for the Licensed Premises, the Director of Community Development, in his 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 Licensed Premises and not at surrounding properties. The lighting plan shall be part of the Village-approved Special Event Site Plan. The Applicant, at its cost, shall be allowed to locate and operate power generators in the Licensed Premises to supply electrical power to the Special Event.
- (9) Water Usage. Not Applicable.
- (10) Noise; Music. The noise from the operation of and patrons of the Licensed Premises shall be monitored by the Applicant so as not to become a nuisance to surrounding property owners. Live music is allowed in the Licensed Premises during the approved hours of operation, provided that the decibel level of the music is not a nuisance to surrounding property owners.
- (11) On-Site Manager. There shall be an on-site manager, who is qualified to serve in such capacity under the Village’s Liquor Control Ordinance, physically present at the Licensed Premises at all times that alcoholic beverages are being sold or served.
- (12) Compliance with Regulations of Sales and Service of Alcohol and Food. The Applicant and all of its members or agents who serve or sell alcoholic beverages at the Special Event 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 of a Class “I” (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License set forth at Subsection 4-1-9(l), the applicable provisions of the Illinois Liquor Control Act of 1934, including the state laws governing retail sales and service of alcoholic beverages and food, and any other conditions or regulations imposed from time-to-time by the Village Board or the Local Liquor Control Commissioner. The Applicant may sell and serve alcoholic beverages in plastic bottles or cups only within the indoor alcoholic beverage sales/consumption area.

There shall be no sales or service of alcoholic beverages within the outdoor alcoholic beverage consumption area.

- (13) BASSET/TIPS-Trained Wait Staff. Alcoholic beverages shall be sold and served by the BASSET/TIPS-trained wait staff who are at least twenty-one (21) years old. The wait staff shall sell and serve alcoholic beverages only to patrons who are twenty-one (22) years old or older and who are located within the Licensed Premises.
- (14) Dram Shop Insurance. The Applicant shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum \$1,000,000 coverage limits per Section 4-1-20) has been purchased for the Special Event that covers the retail sale and service of alcoholic beverages by the Applicant.
- (15) Security - Alcoholic Beverage Sales/Consumption Areas and Festival Area. The Licensed Premises shall have designated entrance and exit points for the public. During the hours of alcoholic beverage sales, an adult employed by or working at the direction of the Applicant shall be posted at each designated entrance and exit point to check state or government issued identification of patrons and issue color wrist bands only to each patron entering the Licensed Premises who is twenty-one (21) years or older and who provides proof of age via identification. The color wrist bands shall be worn by all persons who possess and consume alcoholic beverages in the Licensed Premises. The Applicant will use its own security personnel during the Special Event. **In addition, commencing on Thursday, August 14, 2025, during the daytime, two (2) Western Springs Police Officers will patrol the Licensed Premises and Festival Area during the Special Event. During the evening, three (3) Western Springs Police Officers will patrol the Licensed Premises and Festival Area during the Special Event. During late evening and early morning hours, one (1) Western Springs Police Officer will patrol the Licensed Premises and Festival Area during the Special Event.** The Applicant shall reimburse the Village for the hourly wages and benefits (including overtime hourly rate, if applicable) for the Western Springs Police Officers who will work the Special Event.
- (16) Reimbursement of Village for Special Costs. Beyond the charges for the Western Springs Police Officers, the Village reserves the right to charge the Applicant 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 Special Event, or to clean up and dispose of any debris, litter or waste caused by the Special Event in the case where the Applicant fails to perform its obligations under this Ordinance. Upon acceptance of the Class "I" Liquor License, the Applicant 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 Special Event. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

- (17) Temporary Use Permit. Pursuant to Section 10-4-5 (F) (Outdoor Cafes) of the Village Code, the corporate authorities of the Village approve a Temporary Use Permit (“TUP”) for the Applicant to conduct the Special Event as set forth above in this Ordinance. The Applicant shall comply with the applicable terms, conditions and provisions contained in the TUP as well as the applicable provisions of the Village Code, including the Section 10-4-5 (F) (Outdoor Cafes). A copy of the fully executed TUP is attached to this Ordinance as **Exhibit “B”** and made a part hereof.
- (18) Certificates of Insurance. In order for a carnival to operate at the Special Event, the Applicant shall be responsible for ensuring that All Around Amusements, Inc., obtains the required general liability insurance policy (minimum \$2,000,000 coverage limits) plus an umbrella policy (minimum \$4,000,000 per occurrence coverage limits) and returns the signed Agreement and insurance certificates, with premiums paid in full, to the Village Manager prior to being allowed to sell or serve any alcoholic liquor at the Special Event. The insurance certificate and policy shall name as additional insureds the following entity and individuals: the Village of Western Springs and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents.
- (19) Additional Regulations. 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 relative to its retail sale and service of alcoholic beverages any time prior to or during the Special Event.
- (20) On-Street Parking Regulations. During the Special Event, to ensure local vehicle traffic flow and public safety vehicle access, there shall be on-street parking on only one side of each street that is immediately adjacent to the Applicant’s 5005 Wolf Road property (excluding Wolf Road) in accordance with temporary parking regulation signage that will be installed by the Village’s Department of Law Enforcement Services.
- (21) Conduct of Charitable Games, Games of Chance and Raffle. Pursuant to Section 4-1-28 (PROHIBITED TRANSACTIONS AND MISCELLANEOUS REGULATIONS FOR LICENSED PREMISES) of the Western Springs Municipal Code, the Applicant may apply to the Village and the State of Illinois to operate charitable games and any other games of chance regulated by the Illinois Raffles Act (230 ILCS 15/), the Illinois Pull Tabs and Jar Games Act (230 ILCS 20/), the Illinois Bingo License and Tax Act (230 ILCS 25/) and the Illinois Charitable Games Act (230 ILCS 30/) during the Special Event. If the required license and permit applications are filed, fees are paid and approvals are granted by the Village Board and the State of Illinois, the Applicant will be allowed to conduct charitable games, games of chance and raffles during the Special Event.

**SECTION 3: Severability.** 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 4: 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 Special Village Board Meeting thereof, held on the 16th day of June, 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

Published by me in pamphlet form on the 16th day of June, 2025.

\_\_\_\_\_  
Edward Tymick, Village Clerk

**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT FOR  
A CLASS "I" SPECIAL EVENT LIQUOR LICENSE**

I, the undersigned, on behalf of St. John of the Cross Parish (the Applicant), agree to comply with and fulfill each and every term, condition and obligation set forth above in the Ordinance granting a Class "I" Liquor License to St. John of the Cross Parish, including each of the conditions set forth in **Section 2 above**. I understand and agree that the Village has the right to charge St. John of the Cross Parish for special municipal services, such as police, fire 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 Special Event, or to clean up and dispose of any debris, litter or waste caused by the Special Event in the case where the Applicant fails to perform its obligations under this Ordinance. By accepting the issuance of the Class "I" Liquor License, St. John of the Cross Parish 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 Special Event. I understand and agree that the charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village and shall not object to the payment of such costs.

**Liquor License Applicant:  
St. John of the Cross Parish**

By: \_\_\_\_\_

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

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

(Authorized Representative)

Date: \_\_\_\_\_, 2025

**Exhibit "A"**

Liquor License Application, which includes the Special Event Site Plan, As Approved  
ich includes the Special Event Site Plan, As Approved

(attached)

Draft

VILLAGE OF WESTERN SPRINGS

**Temporary Use Permit for:** Carnival (August 14, 2025 to August 17, 2025)  
During the 2025 St. John of the Cross Parish  
Family Festival

**Date of Village Board Approval:** June 16, 2025

**Applicant/Permittee:** St. John of the Cross Parish

**Carnival Operator:** All Around Amusements, Inc.

**Location:** 5005 South Wolf Road,  
Western Springs, Illinois 60558

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At the Village of Western Springs Regular Board Meeting held on June 16, 2025, the President and Village Trustees of the Village of Western Springs (the "Village") voted to approve and issue a Temporary Use Permit ("TUP") to St. John of the Cross Parish ("SJC") to allow SJC to operate a Carnival from August 14 to August 17, 2025 as part of SJC's 2025 Family Festival ("Family Festival"), SUBJECT TO THE CONDITIONS BELOW:

**Permit for Carnival**

**Location:** The Permittee's Application dated May 2, 2025 and its attached Site Plan are approved by the Village under this TUP. The Narrative and its Site Plan are attached hereto as **Exhibit "A"** and made a part hereof. The Permittee and Carnival Operator shall locate, construct, maintain and operate the Carnival in accordance with the Narrative and its attached Site Plan, subject to the conditions set forth below. The Permittee shall operate its Family Festival in accordance with the Permittee's Narrative and its attached Site Plan, which are approved by the Village under this TUP. A Temporary Use Permit is required in order to conduct the Special Event. The Temporary Use regulations are set forth at Section 10-4-5 (Temporary Uses) of the Western Springs Municipal Code.

**Conditions:**

1. The **hours of operation** of the Carnival shall be:
  - Thursday, August 14, 2025: between the hours of five o'clock (5:00) P.M. and ten-thirty o'clock (10:30) P.M.
  - Friday, August 15, 2025: between the hours of five o'clock (5:00) P.M. and twelve o'clock (12:00) A.M.
  - Saturday, August 16, 2025: between the hours of two o'clock (2:00) P.M. and twelve o'clock (12:00) A.M.

- Sunday, August 17, 2025: between the hours of twelve o'clock (12:00) P.M. and seven-thirty o'clock (7:30) P.M.

The Carnival Operator shall commence set up of the Carnival rides, booths and equipment on Monday, August 11, 2025 and shall take down the Carnival rides, booths and equipment on Monday, August 18, 2025. All such activities shall be conducted during normal Village business hours.

2. **Access by Public:** Prior to the opening times and after the closing times listed above, the general public will not be allowed to occupy the Carnival area.
3. **Compliance with Code Regulations:** The Permittee and Carnival Operator shall locate, construct, maintain and operate the Carnival in accordance with the below-listed regulations, which are set forth in Section 10-4-5(E)(1) (Temporary Uses And Structures Subject To Approval By The Village Board; Carnivals) of the Western Springs Municipal Code:
  - A. No carnival shall be set up, run, operated or conducted within the limits of the Village unless a written permit from the Village Board has been issued, setting forth the conditions under which such carnival shall be operated. The permit shall be granted upon the condition that there shall not be set up or operated any gambling device, lottery, number or paddle wheel, number board, punchboard, or other game of chance, or any lewd, lascivious or indecent show or attraction making an indecent exposure of the person or suggesting lewdness or immorality.
  - B. The operator shall comply with the provisions of Division 54.1 (Carnivals) of the Illinois Municipal Code (65 ILCS 5/11-54.1), as amended, and the Carnival and Amusement Rides Safety Act (430 ILCS 85), as amended, as a condition of approval of a Village permit to operate a carnival. Division 54.1 (Carnivals) of the Illinois Municipal Code and the Carnival and Amusement Rides Safety Act are incorporated herein by reference as if fully set forth in this section.
  - C. The general penalty provisions of this permit as well as the penalty provisions of Division 54.1 (Carnivals) of the Illinois Municipal Code and the Carnival and Amusement Rides Safety Act shall apply to any violations of this section.
  - D. Trailers and other equipment do not block driveways or other points of emergency vehicular access to any property.
  - E. Trailers and other equipment do not block a public street, alley or sidewalk.
  - F. The operation will be located entirely within the private or public property designated for the event.
4. **Noise; Music:** The noise from the operation of and patrons of the Carnival shall be monitored by the Permittee so as to not become a nuisance to surrounding property owners.

5. **On-Site Manager:** There shall be an on-site manager for the Permittee and an on-site manager for the Carnival Operator physically present at the Property during the hours of operation of the Carnival.

**Other Conditions that Apply to Both the Carnival and Family Festival:**

1. **Notice to Residents:** At least fifteen (15) calendar days prior to the Carnival and Family Festival, the Permittee shall provide written notice of the final Village-approved Carnival and Family Festival Site Plans and the hours of operation for the Carnival and Family Festival to the property owners who live immediately adjacent to or across from the 5005 Wolf Road property.
2. **Insurance.** During the term of this Temporary Use Permit, the Permittee and Carnival Operator agree 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 their insurance policies related to the activities allowed under this Temporary Use Permit, including the operation of the Carnival and Family Festival for the purposes stated herein. Permittee and Carnival Operator shall provide separate insurance policies for 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 per occurrence and \$2,000,000 general aggregate
  - B. Umbrella coverage – \$4,000,000 per occurrence
  - C. Property Damage – \$500,000 per occurrence
  - D. Workers’ Compensation – Statutory

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

3. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Carnival and Family Festival Site Plans may be altered or amended at any time at the direction of the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Village-approved Carnival and Family Festival Site Plans that are required by the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development.

4. **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 Carnival or Family Festival or to clean up and dispose of any debris, litter or waste caused by the Carnival or Family Festival, in the case where the Permittee fails to perform its obligations 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 Carnival or Family Festival. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.
  
5. **Compliance with Applicable Laws and Regulations.** All of the improvements and activities at the Property 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**, the Parties hereto have executed this Temporary Use Permit as of the dates set forth below.

**VILLAGE OF WESTERN SPRINGS**

**ST. JOHN OF THE CROSS PARISH**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Heidi Rudolph

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

Title: Village President

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

Authorized Agent

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

Date of Permit Issuance: \_\_\_\_\_, 2025

By: \_\_\_\_\_

Heather Valone  
 Director of Community Development

**Exhibit "A"**

**Carnival and Family Festival**

**Application dated May 2, 2025 and its attached Site Plan**

(attached)

Draft

**Exhibit "B"**  
Temporary Use Permit

(attached)

Draft

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

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

**ORDINANCE NO. 25-\_\_\_\_\_**

**AN ORDINANCE APPROVING THE CREATION OF A CLASS "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO ST. JOHN OF THE CROSS PARISH AND APPROVING THE RELATED TEMPORARY USE PERMIT FOR THE 2025 FAMILY FESTIVAL EVENT SCHEDULED FOR AUGUST 14 TO 17, 2025 AT THE 5005 WOLF ROAD PROPERTY**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the 16th day of June, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 16th day of June, 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 16th day of June, 2025.

[SEAL]

\_\_\_\_\_  
Edward Tymick, Village Clerk



## AGENDA ITEM SUMMARY

### GENERAL GOVERNMENT COMMITTEE

General Government Committee: June 5, 2025

#### AGENDA ITEM D.3.

**To:** General Government Committee

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

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

**RE:** Western Springs Park District and Western Springs Business Association – Requests for Special Events Liquor License and Temporary Use Permit for Harvest Fest 2025

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#### Recommendation

Consider a recommendation to approve the Class I Liquor License and temporary use permit.

#### Summary

The Western Springs Park District (Park District) and Western Springs Business Association (WSBA) have as submitted requests for a temporary use permit (TUP) and special event liquor license - class "I" for beer, wine and hard seltzer sales at Spring Rock Park (4400 Central Ave.) on the fields north and west of the lower parking lot and the lower parking lot. Event will be conducted on Friday, September 5, 2025, from 5:00 pm to 10:00 pm, and Saturday, September 6, 2025, from 12:00 pm to 10:00 pm. Activities, entertainment, and alcohol service is proposed during the full hours of the event.

A request letter dated April 25, 2025 has been submitted by Walt Kanke, Executive Director for the Park District, and Jeff Dulla, President of WSBA, discussing the event and the pertinent details related to the request which are as follows:

- Event will be conducted on Friday, September 5, 2025, from 5:00 pm to 1:00pm and Saturday, September 6, 2025, from 2:00 pm to 10:00 pm. Activities, entertainment, and alcohol service is proposed during the full hours of the event. Note that WSBA's participation in the event is only Saturday, September 6, 2025.
- A class "I" special event license is being requested along with a temporary use permit for the event.
- The activities, entertainment, food and liquor service are similar to the previous Harvest

Fest in 2024. Fireworks are proposed as part of the event on Saturday.

- All festival activities will be held in the fields north and west of the lower parking area. The lower parking will be closed for the event as it will be used for the event. Alternative parking for the event has been identified in the upper lot and within the neighborhood.
- Food Service will be provided through at least eight food trucks.

Alcohol will be sold at the event and will include beer, wine and hard seltzer. Patron's looking to consume alcohol will be required to purchase tickets. All individuals serving liquor will hold a current Basset certificate. There will be four manned exists staffed by Park District staff and / or volunteers to ensure no patrons leave the event area with alcohol.

Although this is the second time this specific event hosted by the Park District and WSBA, it is similar to previous events they have hosted individually in the fall. Both Organizations have demonstrated over the years that they are capable of managing this type of event. Staff received no complaints from the 2024 event.

### **Recommendation**

If the General Government Committee is amenable to the temporary use permit and special event liquor license being requested by Park District and WSBA, the Committee can recommend approval of the requests and forward the requests for consideration and action from the full Village Board at the June 16, 2025 meeting.

### **Attachments**

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1. Application Submittals
2. Draft Ordinance - An Ordinance Approving the Creation of a Class "I" (Special Events on Property Owned or Leased By A Not-For-Profit Organization) Liquor License for Issuance to the Western Springs Park District for the 2025 Harvest Fest Special Event to be Held on Friday, September 5 and Saturday, September 6, 2025 in Spring Rock Park.

**Financial Impact**

None.

**Recommended Motion**

I move to recommend to the Village Board the approval of the Class I Liquor License and TUP.

**Strategic Plan Alignment**

None.

**File Attachments**

1. Application Submittals
2. Draft Ordinance

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

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

**VILLAGE OF WESTERN SPRINGS  
COOK COUNTY, ILLINOIS  
LOCAL LIQUOR CONTROL COMMISSION  
APPLICATION FOR SUPPLEMENTAL APPLICATION/MANAGER**

**DATE:** May 13, 2025

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

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

The undersigned (a MANAGER), Walt Knake (name) of Western Springs Park District  
d/b/a Western Springs Park District (business name and assumed name) makes application  
for a Class 1 liquor license, at the address of 4400 Central Avenue

**SCHEDULE OF VARIOUS CLASSES OF RETAIL LIQUOR LICENSES (SECTIONS 3-3-2 and 4-1-9):**

<b>CLASS A:</b>	Full Service Restaurant with a Service Bar
<b>CLASS B:</b>	Full Service Restaurant with a Patron Bar
<b>CLASS C:</b>	Full Service Restaurant; Beer and Wine Only
<b>CLASS D:</b>	Limited-Service Restaurant License; Beer and Wine Only; No Patron or Service Bar
<b>CLASS E:</b>	Supermarket License
<b>CLASS F:</b>	Culinary School License
<b>CLASS G:</b>	Fine Wine, premium spirits and beer, gourmet food store
<b>CLASS H:</b>	Outdoor Liquor Café
<b>CLASS I:</b>	Special Event (Not-For-Profit Organization Owned or Leased Property)
<b>CLASS J:</b>	Special Event (Village-Owned Property (Beer And Wine Only)
<b>CLASS K:</b>	BYOB - Corkage License (Beer and Wine Only)
<b>CLASS L:</b>	Limited Special Event License; Tastings Of Beer And Wine And Beer And Wine Package Sales Only
<b>CLASS O:</b>	Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)
<b>CLASS Q:</b>	Wine Establishment License (Wine Tasting And Retail Wine Sales By The Bottle; On-Site Consumption)

IF A MANAGER IS TO BE EMPLOYED BY THE OWNER, THE MANAGER MUST COMPLETE AND SUBMIT AN APPLICATION, WHICH WILL BE MARKED AS A "SUPPLEMENTAL APPLICATION." THE INFORMATION PROVIDED IN THE QUESTIONS BELOW MUST BE PROVIDED FOR EACH INDIVIDUAL WHO WILL AT ANY PARTICULAR TIME BE THE PERSON ON THE PREMISES WHO HAS SUPERVISORY OR MANAGEMENT RESPONSIBILITY OVER THE OTHER EMPLOYEES. PLEASE PROVIDE SUCH INFORMATION ON SEPARATE SHEETS OF PAPER. EACH SUCH MANAGEMENT PERSON MUST BE FINGERPRINTED BY THE WESTERN SPRINGS DEPARTMENT OF LAW ENFORCEMENT SERVICES. APPOINTMENTS FOR FINGERPRINTING MUST BE MADE 72 HOURS IN ADVANCE. NO FINGERPRINTING WILL BE DONE WITHOUT SUCH AN APPOINTMENT.

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

- A. Name: Walt Knake  Male  Female:
- B. Mailing Address: 4400 Central Ave
- C. Address at Residence: [REDACTED]
- D. Home Phone No.: \_\_\_\_\_ Cell: [REDACTED]  
 Work Phone No.: 708-246-4225 Pager: \_\_\_\_\_
- E. Citizenship Status: [REDACTED]  
 If naturalized citizen, time and place of naturalization: \_\_\_\_\_  
 Place of Birth: [REDACTED]
- F. Driver's License Number: [REDACTED]
- G. Height: [REDACTED]
- H. Weight: [REDACTED]
- I. Color of eyes: [REDACTED]
- J. Color of hair: [REDACTED]
- K. Social Security number: [REDACTED]
- L. Vehicles owned with registration numbers: N/A
- M. Other home addresses within the last 5 years:

Street Address	City, State, ZIP	Dates	
		From	To
N/A			

- N. Businesses owned or operated within the last 5 years that required a liquor license, stating: (a) Name of business; (b) State and municipal liquor license numbers; (c) Address; and (d) Phone number.
- Business Name: None
- Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_
- Dates owned: From: \_\_\_\_\_ To: \_\_\_\_\_
- Describe any liquor license incident requiring police intervention:
- \_\_\_\_\_
- \_\_\_\_\_
- State liquor license #: \_\_\_\_\_ Date of license: \_\_\_\_\_
- Municipal liquor license #: \_\_\_\_\_ Date of license: \_\_\_\_\_
- Name, address and telephone number of municipality issuing liquor license:
- \_\_\_\_\_
- \_\_\_\_\_

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

No

\_\_\_\_\_

\_\_\_\_\_

3. How long has the Applicant been in the business of the retail sale of alcohol? \_\_\_\_\_

Describe the nature of its business experiences:

N/A

\_\_\_\_\_

4. Has the Applicant ever held another liquor license in the United States?  Yes  No

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

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

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

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

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

5. Has the Applicant ever been denied a liquor license from any jurisdiction?  Yes  No

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

\_\_\_\_\_

\_\_\_\_\_

6. Has the Applicant ever had a previous liquor license (whether wholesale or retail) revoked by the Federal Government or by any state, county or local government?  Yes  No

If yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Other than when making an initial application for a license, has the Applicant or any predecessor to or subsidiary or corporate parent entity of the Applicant ever been subject to charges, hearing or investigation by any jurisdiction with respect to a liquor license?  Yes  No

If yes, please state the following:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

8. Has the Applicant ever been found guilty of a felony or a misdemeanor, including but not limited to any gambling offense, concerning the sale or use of illegal drugs or any alcohol related traffic offense?  Yes  No

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

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

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

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

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

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

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

9. Is the Applicant an elected public official?  Yes  No

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

10. Does Applicant hold any law enforcement office?  Yes  No

If yes, name the person, title and agency:

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

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

11. In the past two years, has the Applicant made any political contributions to any member of the Western Springs Board of Trustees or to any member of the Illinois State Liquor Commission?  Yes  No

If the answer is "Yes", identify each contribution and the amount:

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

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

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

12. Does the Applicant possess a current Federal Wagering or Gambling Device Stamp?  Yes  No

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

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

- O. A person who either owns the premises (or the beneficial interest in a land trust owning the premises) for which a license is sought, or has a lease thereon for the full period for which the license is to be issued.
  - P. A person who is a beneficial owner of the business to be operated by the licensee.
  - Q. A person who is not a law enforcing public official, the village president, member of the board of trustees, member of the local liquor control commission or any other elected public official, unless said applicant is a member of the board of trustees (except for the village president who serves as the local liquor commissioner) who seeks a license in relation to premises that are located within the Village, provided (i) the sale of alcoholic liquor pursuant to the license is incidental to the selling of food, (ii) the issuance of the license is approved by the State Commission, (iii) the issuance of the license is in accordance with all applicable local ordinances in effect where the premises are located, and (iv) the official granted a license does not vote on alcoholic liquor issues pending before the Village Board.
  - R. A person or entity to whom a federal wagering stamp has not been issued by the federal government for the current tax period unless the person or entity is eligible to be issued a license under the Raffles Act or the Illinois Pull Tabs and Jar Games Act.
  - S. A person who has not been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.
  - T. A person who is twenty-one (21) years of age or older.
14. Pursuant to Title 4, Chapter 1, Section 16 of the Western Springs Municipal Code, by signing this Application, the Applicant affirmatively states that:
- A. The Applicant has not been convicted of a felony or any other offenses prohibited under Title 4 of the Western Springs Municipal Code.
  - B. The Applicant will not violate any of the laws of the Village, the State or of the United States in the conduct or operation of the place of business to be licensed.
15. The Applicant shall complete and submit with this Application an Authorization for Release of Information Relative to Application for Retail Liquor License on a form approved by the Village.

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

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

**SIGNATORY PAGE**

Corporate Seal  
(If applicant is corporation)

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

**Walt Knake**

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

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

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

**Walt Knake**

\_\_\_\_\_  
APPLICANT

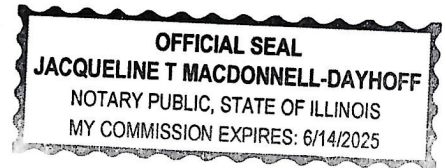
Subscribed and Sworn to before me this 13<sup>th</sup> day of May, 2025

*Jacqueline T Macdonnell-Dayhoff*  
\_\_\_\_\_  
NOTARY PUBLIC

**APPLICATION APPROVED:**

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

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





April 25, 2025

The Honorable Heidi Rudolph  
President, Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, IL 60558

Dear President Rudolph,

The Western Springs Park District, in partnership with the Western Springs Business Association and with support from the Recreation Department, is in the planning stages of Harvest Fest 2025. It is our desire to hold this event on Friday, September 5, and Saturday, September 6, 2025, at Spring Rock Park (4400 Central Avenue).

We respectfully seek the Village of Western Springs' approval of the following items to proceed:

**Request for Approval:**

1. Special Event Liquor License – for beer and wine sales.
2. Special Permit – to allow fireworks, food vendors, and activity businesses to participate.

**Fees and Costs:**

- Patrons wishing to consume beer or wine will purchase tickets on-site.
- A designated wristband tent will be used to check IDs and issue wristbands.
- The alcohol service hours will be:
  - **Friday:** 5:00 PM – 9:00 PM
  - **Saturday:** 12:00 PM – 9:00 PM
- Food and beverage sales will also take place on-site throughout the festival.

**Event Details:**

- **Dates/Times:**
  - Friday, September 5 | 5:00 PM – 10:00 PM
  - Saturday, September 6 | 12:00 PM – 10:00 PM
- **Location:** Spring Rock Park, primarily west of the Park. (Event layout attached.)

### **Entertainment:**

- Live bands will perform:
  - **Friday:** Beginning at 5:00 PM
  - **Saturday:** Beginning at 12:00 PM
- A 15-minute fireworks display is planned for Saturday at 8:00 PM (permit to be secured by Pyrotecnico FX).
- Music will continue after the fireworks until 10:00 PM.
- Games and activities will be provided for both children and adults.

### **Food Concessions:**

- Approximately eight (8) food truck vendors will be on-site, offering food for purchase.

### **Alcohol Sales and Age Verification:**

- Patrons must be **21 years of age or older** to purchase beer and/or wine tickets.
- Tickets will be provided by the Western Springs Park District and Business Association.
- Wristband tent operations will ensure ID checks and proper wrist banding for alcohol service.

### **Public Safety / Event Security:**

- Western Springs Park District staff will coordinate with the Police Chief and Fire Chief to ensure event safety.
- There will be four emergency exits, staffed by Park District personnel and/or volunteers to monitor alcohol leaving the premises.

### **Parking:**

- The **Lower Parking Lot** and west side of Spring Rock Park will be closed for event use.
- The **Upper Parking Lot**, surrounding street parking, and the Service Pool parking lot will be available for attendees.
- Park District staff will ensure no other activities are scheduled at Spring Rock Park during the event to minimize parking conflicts.

### **Good Neighbor Efforts:**

- The Park District and Business Association are committed to being good neighbors to the residents surrounding Spring Rock Park.
- A written notice about the event will be hand-delivered to adjacent homeowners, who will also be offered a discount on ticket price.

This letter serves as an initial summary to begin discussion with the Village Board, Liquor Commission, General Government Committee, and Village Staff. We seek your support and approval for the necessary permits and licenses to successfully hold Harvest Fest 2025.

We look forward to continuing collaboration and pledge the full cooperation of the Western Springs Park District in working together on this community event.

Sincerely,



Walt Knake  
Executive Director, Western Springs Park District



Jeff Dulla  
President, Western Springs Business Association

**Cc:**  
Ellen Baer – Village Manager  
Heather Valone – Director, Community Development ✓

# HARVEST FEST 2025



- 1 Vendor Tables
- 2 Batting Clinics
- 3 Vendor Tables
- 4 Tennis Clinics
- 5 Basketball Clinics
- 6 Welcome Tent
- 7 Prime Time Racing
- 8 Speed Pitch
- 9 Inflatables
- 10 Balloon Artist Face Painter
- 11 WS Rec Games
- 12 Reptile & Bugs Show
- 13 I.D. Check Wristbands Beer/Wine
- 14 Band Parking
- 15 Band Stage
- 16 Band Convenience Tent
- 17 Fire Works
- 18 Food Trucks
- 19 Picnic Table Area
- 20 Activities
- 21 VIP Sponsor Tent
- 22 Guest Tent
- 23 Protest Area



## Attachment 2

ORDINANCE NO. 25-\_\_\_\_

VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

DATE: June 16, 2025.

OTHER: None.

AN ORDINANCE APPROVING THE CREATION OF A CLASS "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS PARK DISTRICT FOR THE 2025 HARVEST FEST SPECIAL EVENT TO BE HELD ON FRIDAY, SEPTEMBER 5 AND SATURDAY, SEPTEMBER 6, 2025 IN SPRING ROCK PARK.

**WHEREAS**, the Western Springs Park District (the "Applicant") and the Co-Applicant Western Springs Business Association ("WSBA" or "Co-Applicant") filed a liquor license application dated April 25, 2025 with the Village Clerk for a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License for the Harvest Fest Special Event to be held on **Friday September 5, and Saturday September 6, 2025** (the "Special Event"), within Spring Rock Park ("Special Event Location"). Within the application, there is a Site Plan for the Special Event that shows the proposed layout of tents / tables and activity areas for the Special Event activities, consisting of sports clinics, carnival-type games, food vendor(s), music bands and performance stage, fireworks display, children play area, petting zoo, restrooms, and tents/tables for the alcohol beverage vendors within the Special Event Location, which will be designated as an "outdoor alcoholic beverage sales / consumption area", and a two-page narrative dated April 25, 2025, prepared by Park District Executive Director Walt Knake and WSBA President Jeff Dulla that describes the proposed activities and offerings that will be part of the Special Event (the "Application"). The Application is incorporated herein by reference as **Exhibit "A"**; and

**WHEREAS**, the Special Event will be conducted on **Friday September 5, 2025 between the hours of 5:00 P.M. and 10:00 P.M.** and **Saturday, September 6, 2025, between the hours of 12:00 P.M. and 10:00 P.M.** Music bands will play between 5:00 P.M. and 10:00 P.M. on Friday September 5, 2025 and between 12:00 P.M. and 10:00 P.M. during the Special Event. A fireworks display will occur at approximately 8:00 P.M. on Saturday September 6, 2025. The Applicant will use its Center Parking Lot and surrounding fields for the Special Event and will also use its North Side Parking Lot and East Side Parking Lot and adjacent on-street parking for Special Event volunteer and patron parking, and make available its existing bathrooms in Spring Rock Park and will provide additional portable bathrooms for patron use. The Applicant is not authorized to permit the retail package sale of beer or other alcoholic beverages. **The retail sale, service and consumption of alcoholic liquor is permitted within the outdoor alcoholic beverage sales/consumption area during the Special Event, as follows: retail sales and service of alcoholic liquor shall be permitted on Friday, September 5, 2025 from 5:00 P.M. to 9:00 P.M. and Saturday, September 6, 2025, between the hours of 12:00 P.M. and 9:00 P.M. with 9:00 P.M. being the time for a "last call" deadline for retail sales and service of alcoholic liquor, and consumption of alcoholic liquor shall be permitted on Friday September 5, 2025, between the hours of 5:00 P.M. and 10:00 P.M. and Saturday, September 6, 2025, between the hours of 12:00 P.M. and 10:00 P.M.** The outdoor alcoholic beverage sales/consumption area shall also be referred to in this Ordinance as the "Licensed Premises." Under the Village-issued Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License, the Applicant may select one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic liquor

during the Special Event. The Applicant will engage one or more local area restaurants and food trucks, who will serve food (the "Participating Restaurants"). To participate in this Special Event, the Participating Restaurants will be required to provide written proof to the Village that they hold current licenses from the Cook County Department of Health (or other applicable governmental regulatory agency) in regard to food service to the public. The requested alternate "rain date" is: To be determined by the Local Liquor Control Commissioner; and

**WHEREAS**, because the Special Event is similar to other special events conducted by the Applicant in prior years, it was not necessary for the Local Liquor Control Commission to consider this Application; and

**WHEREAS**, in regard to this Application, the President and Board of Trustees of the Village of Western Springs (the "Village") make the following findings:

- A. The Applicant is the owner of Spring Rock Park, the real property on which an outdoor alcoholic beverage sales/consumption area will be constructed and operated during the Special Event;
- B. The Applicant qualifies as a "Special Event Retailer" and a "qualified not-for-profit organization" as defined by Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-3 (Definitions) of the Western Springs Municipal Code;
- C. The Applicant has received a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License from the Village in the past and operated its prior special events in a responsible manner;
- D. The Applicant and its representatives are found to be in compliance with all of the applicable sections of federal, State and county laws and regulations, and with the Village's Municipal Code, the provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance;
- E. The BASSET-trained personnel provided by or retained by the Applicant will manage the retail sale and service of alcoholic liquor during the Special Event and will handle age ID checks, issue wrist bands to age-eligible individuals who desire to purchase and consume alcoholic liquor, and will monitor access into and out of the outdoor alcoholic beverage sales/consumption area; and
- F. The Applicant is eligible to receive a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License for the purpose of allowing the retail sale, service and consumption of alcoholic beverages at the Special Event.

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

**SECTION 1:** Pursuant to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-9 (Classifications of Licenses), Subsection 4-1-9(I) (Class "I" License - Special Events On Property Owned Or Leased By A Not-For-Profit Organization) of the Western Springs Village Code, the President and Board of Trustees of the Village of Western Springs approve the creation of a Class "I" Liquor License for issuance by the Local Liquor Control Commissioner to the Western Springs Park District (the "Applicant") for the purpose of allowing the Applicant to sell at retail and serve alcoholic beverages, and also allowing the outdoor possession and consumption of alcoholic liquor within the Licensed Premises at the Special Event

on its proposed date and time, or such other alternate date and time in 2025 as determined by the Local Liquor Control Commissioner, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 2.

**SECTION 2:** The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License created under Section 1 of this Ordinance to the Applicant, subject to the following conditions:

- A. The representatives of Western Springs Park District agree to meet periodically with the Local Liquor Control Commissioner, at the Commissioner's request, to discuss the retail sale, service, and outdoor possession and consumption of alcoholic liquor, in conjunction with the Special Event, and shall provide the Commissioner with information relative to its operation upon request.
- B. The President and Board of Trustees of the Village of Western Springs approve the following regulations relating to the Special Event:
  - (1) Approved Site Plan. The Special Event Site Plan that contains the diagram of the size, internal set up and location of the outdoor alcoholic beverage sales/consumption area to be operated during the Special Event is APPROVED AS SUBMITTED.
  - (2) Amendments to Approved Site Plan. The Applicant shall comply with the final Village-approved Special Event Site Plan, as amended, and all related regulations, including the recommendations set forth in any Village staff report issued relative to this Special Event. After its approval by the Village Board, the Village-approved Special Event Site Plan may be altered or amended at any time at the direction of the Local Liquor Control Commissioner or the Village Manager, in the interest of public safety.
  - (3) Approved Signage. Signage, as recommended by Village staff, or additional signage as otherwise required by the Village Manager or the Local Liquor Control Commissioner, shall be posted prior to or during the Special Event.
  - (4) Safety Requirements. The Applicant, at its cost, shall also comply with any modifications to, or other safety-related requirements pertaining to, the Licensed Premises that are required by the Village Manager, the Village's Chief Code Officer, the Fire Inspector, the Village Engineer and/or the Local Liquor Control Commissioner from time to time for the Special Event. This shall include, but not be limited to, parking limitations on one side of Elm Street (specific side TBD) during the Special Event to accommodate emergency vehicles. After the approval date of this Ordinance, any such modifications or other safety-related requirements issued by the Village Manager, the Village Engineer, the Village's Chief Code Officer, the Fire Inspector and/or the Local Liquor Control Commissioner 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.
  - (5) Notice of Special Event to Residents. **At least fifteen (15) calendar days prior to the Special Event**, the Applicant shall provide written notice of the final Village-approved Special Event Site Plan and the hours of operation for the Special Event to the Central Avenue property owners who live across from the Lower Parking Lot of Spring Rock Park between 47<sup>th</sup> Street and Burlington Avenue.

- (6) Special Event Alcoholic Sales/Service/Consumption Hours. All sales, service and consumption of alcoholic beverages shall be limited to the Licensed Premises in accordance with the regulations set forth in the Village's Liquor Control Ordinance for the Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License, **except that retail sales, service and consumption of alcoholic beverages shall be permitted within the outdoor alcoholic beverage sales/consumption area during the Special Event, as follows: retail sales and service of alcoholic liquor shall be permitted on Friday September 5, 2025, between the hours of 5:00 P.M. and 9:00 P.M. and Saturday, September 6, 2025, between the hours of 12:00 P.M. and 9:00 P.M. with 9:00 P.M. being the time for a "last call" deadline for retail sales and service of alcoholic liquor, and consumption of alcoholic liquor shall be permitted on Friday September 5, 2025 between the hours of 5:00 P.M. and 10:00 P.M. and Saturday, September 6, 2025, between the hours of 12:00 P.M. and 10:00 P.M.**
- (7) Dates and Hours for Set-Up, Take-Down; Bathrooms. The dates and hours for the set-up and take-down activities associated with the Special Event shall be scheduled by the Applicant. The Applicant's bathroom facilities in Spring Rock Park shall be open for use during the Special Event, and additional portable bathrooms shall be provided by the Applicant.
- (8) Lighting; Electricity. If the Applicant desires to install temporary electric lighting for the Licensed Premises, the Director of Community Development, in their 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 Licensed Premises and not at surrounding properties. The lighting plan shall be part of the Village-approved Special Event Site Plan. The Applicant, at its cost, shall be allowed to locate and operate power generators in the Licensed Premises to supply electrical power to the Special Event.
- (9) Water Usage. Not Applicable.
- (10) Noise; Music. The noise from the operation of and patrons of the Licensed Premises shall be monitored by the Applicant so as to not become a nuisance to surrounding property owners. Live music is allowed in the Licensed Premises during the above approved hours of operation of the Special Event, provided that the decibel level of the music is not a nuisance to surrounding property owners.
- (11) On-Site Manager. There shall be an on-site manager, who is qualified to serve in such capacity under the Village's Liquor Control Ordinance, physically present at the Licensed Premises at all times that alcoholic beverages are being sold, served and consumed.
- (12) Compliance with Regulations of Sales and Service of Alcohol and Food. The Applicant and all of its members or agents who serve or sell alcoholic beverages at the Special Event 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 of a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization)

Liquor License set forth at Subsection 4-1-9(I), the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales and service of alcoholic beverages and food, and any other conditions or regulations imposed from time-to-time by the Village Board or the Local Liquor Control Commissioner. The Applicant shall sell and serve alcoholic beverages only in plastic or paper cups from the Village-approved alcoholic liquor service tent / table for consumption within the outdoor alcoholic beverage sales/consumption area.

- (13) BASSET/TIPS-Trained Wait Staff. Alcoholic beverages shall be sold and served by the BASSET/TIPS-trained wait staff who are at least twenty-one (21) years old. The wait staff shall sell and serve alcoholic beverages only to patrons who are twenty-one (21) years old or older, and who have a color wrist band issued by one of the Special Event security personnel, and who are located within the Licensed Premises.
- (14) Dram Shop Insurance. The Applicant shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum \$1,000,000 coverage limits per Section 4-1-20 of the Municipal Code) has been purchased for the Special Event that covers the retail sale and service of alcoholic beverages by the Applicant.
- (15) Security - Alcoholic Beverage Sales/Consumption Areas and Special Event Area. The Licensed Premises shall have designated entrance and exit points for the public. During the hours of alcoholic beverage sales, BASSET/TIPS-trained adults employed by or working at the direction of the Applicant shall be posted at each designated entrance and exit point to check state or government issued identification of patrons and issue color wrist bands only to each patron entering the Licensed Premises who is twenty-one (21) years or older and who provides proof of age via identification. The color wrist bands shall be worn by all persons who possess and consume alcoholic beverages within the Licensed Premises. The Applicant will use its own security personnel during the Special Event. At the request of the Applicant, or if deemed necessary by the Director of Law Enforcement Services, or their designee, one or more Western Springs Police Officers will be assigned to work and patrol the Licensed Premises during the Special Event. The Applicant shall reimburse the Village for the hourly wages and benefits (including overtime hourly rate, if applicable) for the Western Springs Police Officer(s) who will work the Special Event.
- (16) Reimbursement of Village for Special Costs. Beyond the charges for the Western Springs Police Officer(s), the Village reserves the right to charge the Applicant 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 Special Event, or to clean up and dispose of any debris, litter or waste caused by the Special Event in the case where the Applicant fails to perform its obligations under this Ordinance. Upon acceptance of the Class "I" Liquor License, the Applicant 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 Special Event. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

- (17) Additional Regulations. 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 relative to its retail sale and service of alcoholic beverages any time prior to or during the Special Event.
- (18) On-Street Parking Regulations. During the Special Event, to ensure local vehicle traffic flow and public safety vehicle access, there shall be on-street parking on only one side of Central Avenue immediately adjacent to Spring Rock Park, and only on one side of Elm Street adjacent to Spring Rock Park, and other on-street temporary parking regulation signage will be authorized by the Department of Law Enforcement Services Director, in their sole discretion, and installed by the Village’s Department of Law Enforcement Services.
- (19) Temporary Use Permit. Pursuant to Section 10-4-5 (F) (Outdoor Cafes) of the Village Code, the corporate authorities of the Village approve a Temporary Use Permit (“TUP”) for the Applicant to conduct the Special Events as set forth above in this Ordinance. The Applicant shall comply with the applicable terms, conditions and provisions contained in the TUP as well as the applicable provisions of the Village Code, including the Section 10-4-5 (F) (Outdoor Cafes). A copy of the fully executed TUP is attached to this Ordinance as **Exhibit “B”** and made a part hereof

**SECTION 3:** 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. Any Ordinance or portion thereof in conflict herewith is repealed to the extent of such conflict. Except as to any 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 4:** 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 Special Village Board Meeting thereof, held on June 16, 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

Published by me in pamphlet form on the 16th day of June, 2025.

\_\_\_\_\_  
Edward Tymick, Village Clerk

**Exhibit "A"**

**The Special Event Application**

(attached)

Draft

**Exhibit "B"**

**Temporary Use Permit**

(attached)

Draft

**VILLAGE OF WESTERN SPRINGS  
TEMPORARY USE PERMIT**

**For:** 2025 Harvest Fest Special Event to be Held on  
Friday September 5, 2025 and Saturday, September 6, 2025  
**Approval:** June 16, 2025  
**Co-Applicant/Permittees:** Western Springs Park District and  
Western Springs Business Association  
**Location:** Spring Rock Park

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At a Village of Western Springs Board Meeting held on **Monday, June 16, 2025**, the President and Board of Trustees of the Village of Western Springs (the "Village") voted to approve and issue a Temporary Use Permit ("TUP") to the Western Springs Park District and the Western Springs Business Association (collectively the "Permittees") to allow the Permittees to operate a **Special Event to be held on Friday September 5, 2025 and Saturday, September 6, 2025**, SUBJECT TO THE CONDITIONS BELOW:

**Permit for Special Event**

**Location:** The Permittees' filed an application consisting of: a Cover Letter dated April 25, 2025 and its attached Site Plan; a Special Event Liquor License Application dated May 13, 2025 and executed on May 13, 2025; and a Fireworks Application dated \_\_\_\_\_, 2025 (collectively, the "Application"). The Application is approved by the Village under this TUP. The Application and its Site Plan are attached hereto as **Group Exhibit "A"** and made a part hereof. The Permittees shall locate, construct, maintain and operate the Special Event within Spring Rock Park (the "Property") in accordance with the attached Application and Site Plan, subject to the conditions set forth below. A TUP is required in order to conduct the Special Event. The Temporary Use regulations are set forth at Section 10-4-5 (Temporary Uses) of the Western Springs Municipal Code.

**Conditions:**

1. The **hours of operation** of the **Special Event** shall be:
  - General Special Event Activities: Friday September 5, 2025, between the hours of 5:00 P.M. and 10:00 P.M. and Saturday, September 6, 2025, between the hours of 12:00 P.M. and 10:00 P.M. and
  - Music bands will play during the Special Event, between the hours of 5:00 P.M. and 9:30 P.M. on Friday September 5, 2025, Saturday, September 6, 2025, between the hours of 12:00 P.M. and 10:00 P.M. and
  - On Saturday, September 6, 202, a fireworks display will occur at approximately 8:00 P.M.
  - Retail sales, service and consumption of alcoholic liquor is permitted within the outdoor alcoholic beverage sales/consumption area during the Special Event, as follows: retail sales and service of alcoholic liquor shall be permitted on Friday September 5, 2025 between the hours of 5:00

P.M. and 9:00 pm and Saturday, September 6, 2025, between the hours of 12:00 P.M. and 9:00 P.M. with 9:00 P.M. being the time for a “last call” deadline for retail sales and service of alcoholic liquor, and consumption of alcoholic liquor shall be permitted on Friday September 5, 2-25, between the hours of 5:00 P.M. and 10:00 P.M. and Saturday, September 6, 2025 between the hours of 12:00 P.M. and 10:00 P.M. The outdoor alcoholic beverage sales/consumption area shall be approved by the Village Special Event Liquor License Ordinance.

2. **Access by Public:** Prior to the opening time and after the closing time listed above, from the time that the Special Event equipment set-up commences to the time that the Special Event equipment is taken down, the public shall not be allowed to occupy the Special Event Area.
3. **Compliance with Code Regulations:** The Permittees shall locate, construct, maintain and operate the Special Event in accordance with the applicable laws and regulations, including the provisions of the Western Springs Municipal Code (“WSMC”), including but not limited to the TUP regulations set forth in Section 10-4-5 (Temporary Uses) of the WSMC.
  - a. The operation of the Special Event will be located entirely within the private or public property designated for the Special Event.
  - b. There shall be no parking on one side of Elm Street (specific side TBD) to facilitate police and emergency vehicle access.
  - c. Trailers and other equipment must not block a public street, alley or sidewalk or a point of ingress or egress for emergency vehicles.
4. **Noise; Music:** The noise from the operation of and patrons of the Special Event shall be monitored by the Permittees so as to not become a nuisance to surrounding property owners.
5. **On-Site Manager:** There shall be an on-site manager for the Permittees physically present at the Property during the hours of operation of the Special Event.
6. **Special Event Alcoholic Sales/Service/Consumption Hours:** All sales, service and consumption of alcoholic beverages shall be limited to the Licensed Premises in accordance with the regulations set forth in the Village’s Liquor Control Ordinance for the Class “I” (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License, including the requirement that the Permittees issue wrist bands to age-eligible individuals who desire to purchase and consume alcoholic liquor, except that retail sales, service and consumption of alcoholic beverages shall be regulated as set forth above under Condition No. 1.
7. **Notice to Residents: At least fifteen (15) calendar days** prior to the Special Event, the Permittees shall provide written notice of the final Village-approved Site Plan and the

hours of operation for the Special Event to the Central Avenue property owners who live across from Spring Rock Park between 47th Street and Burlington Avenue.

8. **Release, Hold Harmless and Indemnification Agreement:** By executing this TUP, the Permittees agree as follows:
- A. Release Of Claims: The Permittees agree to waive and relinquish any and all claims, demands or causes of action of any kind, including, but not limited to personal injuries, illness or death, damages, or economic and non-economic damages or losses, that it or its members, officers, employees, volunteers, patrons 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 Special Event or the approval, existence, use or operation of this TUP.
  - B. Risk Of Injury: The Permittees assume the full risk of injuries, illness, death, damages or losses of any kind, which it or its employees, patrons or members of the public may sustain in any way in, on or about the Property or as part of attending the Special Event.
  - C. Indemnity and Defense: The Permittees agree 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, injuries, illness, death, damages or losses of any kind, penalties, causes of action, costs and expenses brought by any person, including the Permittees and their members, officers, officials, employees, contractors, subcontractors, volunteers, patrons and agents, arising out of, connected with, or in any way associated with the Special Event or the approval, existence, use or operation of this TUP.
9. **Insurance:** During the term of this TUP, the Permittees agree 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 Special Event and the TUP for the hold harmless, defense and indemnification purposes stated herein. The Permittees 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 per occurrence and \$2,000,000 general aggregate
  - b. Umbrella coverage – \$4,000,000 per occurrence
  - c. Property Damages -- \$500,000 per occurrence
  - d. Workers' Compensation – Statutory
  - e. Dram Shop Coverage - Statutory

The Permittees shall provide the Village with satisfactory proof of the above insurance requirements. 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 the

Permittees shall be primary to the Village's own insurance. The Certificate shall provide for a thirty (30) calendar day written notice to the Village in the event of cancellation or material change of coverage.

10. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Site Plan may be altered or amended at any time at the direction of the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development in the interest of public safety. The Permittees, at their cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Village-approved Site Plan that are required by the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development, including the restriction of parking on one side of Elm Street (specific side TBD) to accommodate emergency vehicles.
11. **Reimbursement of Village for Special Costs:** The Village reserves the right to charge the Permittees 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 Special Event or to clean up and dispose of any debris, litter or waste caused by the Special Event, in the case where the Permittees fail to perform their obligations in that regard. Upon execution of this TUP, the Permittees agree 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 Special Event. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.
12. **Compliance with Applicable Laws and Regulations.** All of the improvements and activities at the Property 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**, the Parties hereto have executed this Temporary Use Permit as of the dates set forth below.

**VILLAGE OF WESTERN SPRINGS**

**WESTERN SPRINGS PARK DISTRICT**

By: \_\_\_\_\_  
Name: Heidi Rudolph  
Village President

By: \_\_\_\_\_  
Name: Brian Perkovich  
President

Date: \_\_\_\_\_, 2025.

Date: \_\_\_\_\_, 2025.

**Date of Permit Issuance:** \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Heather Valone  
Director of Community Development

Draft

**Group Exhibit "A"**

**Cover Letter issued by the Western Springs Park District and the Western Springs Business Association  
dated April 25, 2025 and its attached Site Plan**

(attached)

**and**

**Special Event Liquor License Application dated \_\_\_\_\_, 2025 and executed on \_\_\_\_\_,  
2025**

(incorporated herein by reference)

**and**

**Fireworks Application dated \_\_\_\_\_, 2025**

(attached)

**(collectively, the "Application")**

**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT FOR A CLASS "I"  
(Special Events On Property Owned Or Leased By A Not-For-Profit Organization)  
SPECIAL EVENT LIQUOR LICENSE**

I, the undersigned, on behalf of the Western Springs Park District (the Applicant), agree to comply with and fulfill each and every term, condition and obligation set forth above in the Ordinance granting a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License to the Western Springs Park District, including each of the conditions set forth in Section 2 of the Ordinance. I understand and agree that the Village of Western Springs has the right to charge the Western Springs Park District for special municipal services, such as police, fire 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 Special Event, or to clean up and dispose of any debris, litter or waste caused by the Special Event in the case where the Applicant fails to perform its obligations under this Ordinance. By accepting the issuance of the Class "I" Liquor License, Western Springs Park District agrees to pay for such special municipal services provided by the Village of Western Springs which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Event. I understand and agree that the charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village of Western Springs and I shall not object to the payment of such costs.

**Liquor License Applicant:  
Western Springs Park District**

By: \_\_\_\_\_

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

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

Authorized Representative

Date: \_\_\_\_\_, 2025

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

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

**ORDINANCE NO. 25-\_\_\_\_\_**

**AN ORDINANCE APPROVING THE CREATION OF A CLASS "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS PARK DISTRICT FOR THE 2024 HARVEST FEST SPECIAL EVENT TO BE HELD ON FRIDAY, SEPTEMBER 5 AND SATURDAY, SEPTEMBER 6, 2025 IN SPRING ROCK PARK.**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the 16th day of June, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 16th day of June, 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 16th day of June, 2025.

[SEAL]

\_\_\_\_\_  
Edward Tymick, Village Clerk



## AGENDA ITEM SUMMARY

### GENERAL GOVERNMENT COMMITTEE

General Government Committee: June 5, 2025

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

**To:** General Government Committee

**From:** Casey Biernacki, Deputy Village Manager

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

**RE:** Easement Agreement for Water Main Facilities at Spring Rock Park between the Village of Western Springs and the Western Springs Park District

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#### **Recommendation**

Consider a recommendation to advance the Easement Agreement for the Water Main Facilities at Spring Rock Park between the Village of Western Springs and the Western Springs Park District for review and discussion to the Village Board.

#### **Summary**

In 2023, the Village relocated a water main that extended from the elevated tank in Spring Rock Park, south to 47th Street. The previous water main was located beneath the existing softball fields and experienced multiple breaks over the last decade. The water main was relocated to the east, still within Spring Rock Park, to a location agreed upon by the Western Springs Park District. The attached Easement Agreement outlines provisions for a permanent easement at this location, allowing the Village access to water main facilities for maintenance.

The Village and the Western Springs Park District have been in negotiations on the agreement language since the completion of the work in early 2024. Both parties have agreed that there will be no easement fee associated to the agreement.

#### **Financial Impact**

None.

#### **Recommended Motion**

I move to recommend to the Village Board the approval of the Easement Agreement for the Water Main Facilities at Spring Rock Park between the Village of Western Springs and the Western Springs Park District.

#### **Strategic Plan Alignment**

- Infrastructure Improvements

## **File Attachments**

1. Easement Agreement (Permanent Easement for Water Main Improvements in Spring Rock Park) with WSPD
2. Exhibit A - Plat of Easement for Village Water Main Purposes Within Park District - Spring Rock Park 2023

**Property Address:**

Part of Spring Rock Park  
Western Springs, Illinois 60558  
Part of PIN: 18-06-321-003

*This Agreement was prepared by and upon recording should be returned to:*

Michael T. Jurusik, Esq.  
Klein, Thorpe and Jenkins, Ltd.  
Village of Western Springs  
900 Oakmont Lane, Suite 301  
Westmont, Illinois 60559  
312-984-6432  
CCRD Box # 325

**EASEMENT AGREEMENT  
FOR WATER MAIN FACILITIES AT SPRING ROCK PARK  
(Village of Western Springs and Western Springs Park District)**

This EASEMENT AGREEMENT (“Agreement”), entered into this \_\_\_ day of \_\_\_\_\_, 2025 between the Western Springs Park District (the “District”) and the Village of Western Springs (the “Village”), provides for a permanent, exclusive water main easement (the “Water Main Easement”) located on, under and within real property owned by the District and commonly known as Spring Rock Park for the construction, installation, inspection, operation, placement, replacement, reconstruction, maintenance and/or repair of certain above-ground and underground water main utility infrastructure (“Village Water Main Facilities”) by the Village or the Village’s contractors within the Easement Area described below, and under the terms and conditions set forth in this Agreement. The Water Main Easement is referred to as the “Easement”. (The Village and the District are at times referred to herein individually as a “Party” and collectively as the “Parties”).

**NOW, THEREFORE**, in consideration of the commitments, obligations and mutual covenants contained herein and other good and adequate consideration, the sufficiency of which is acknowledged, the Village and the District agree as follows:

**EASEMENT TERMS**

1. **Project.** The Village Water Main Facilities to be constructed and maintained by the Village within the Easement relate to a Village water main repair and replacement project within Spring Rock Park (the “Project”) that is being completed in connection with ongoing water main updates necessary to repair and replace existing infrastructure. The area of land that comprises the Easement is legally defined below and is at times referred to as the “Easement Area”, as shown in the Plat of Easement for Water Main Purposes as prepared by Michael L. Krisch of Krisch Land Surveying LLC and dated September 5, 2023, a copy of which is attached hereto to as **Exhibit “A”** and made a part hereof. The purpose of the Project is to repair and replace an existing water main designed to upgrade and enhance the facilities already present on District-owned property and Village-owned property to acknowledge the placement of existing infrastructure and provide for the maintenance and enhancement of such infrastructure within the Easement.

2. **Water Main Improvements in Spring Rock Park.** The following Village Water Main Improvements in Spring Rock Park have been or will be constructed within the Easement and will generally consist of certain above-ground and underground water main infrastructure improvements as described in the attached Plat of Easement for Water Main Purposes (**Exhibit “A”**).

3. **Easement Area Legal Description.** The District is the fee simple owner of certain real property known as Spring Rock Park, which, in part, is located South of Burlington Avenue, North of 47<sup>th</sup> Street, West of Clausen Avenue and East of Interstate I-294 in Western Springs, Illinois. The Easement Area is located entirely

within Spring Rock Park and is legally described as follows:

PERMANENT WATER MAIN EASEMENT

THAT PART OF THE EST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF CENTRAL AVENUE AND THE NORTH LINE OF 47TH STREET, SAID POINT BEING 33.0 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 87 DEGREES 49 MINUTES 20 SECONDS WEST ALONG THE NORTH LINE OF SAID 47TH STREET, 413.96 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF 47TH STREET, 80 DEGREES 25 MINUTES 41 SECONDS WEST, 20.55 FEET; THENCE NORTH 3 DEGREES 45 MINUTES 30 SECONDS WEST, 30.37 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 14 SECONDS WEST, 269.90 FEET; THENCE NORTH 2 DEGREES 27 MINUTES 46 SECONDS EAST, 20.0 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 14 SECONDS EAST, 213.11 FEET; THENCE NORTH 2 DEGREES 04 MINUTES 12 SECONDS WEST, 394.20 FEET; THENCE NORTH 31 DEGREES 00 MINUTES 13 SECONDS WEST, 107.15 FEET; THENCE NORTH 14 DEGREES 55 MINUTES 08 SECONDS WEST, 17.70 FEET; THENCE NORTH 24 DEGREES 57 MINUTES 38 SECONDS WEST, 5.01 FEET; THENCE NORTH 55 DEGREES 05 MINUTES 33 SECOND WEST, 37.45 FEET; THENCE NORTH 51 DEGREES 11 MINUTES 15 SECONDS WEST, 71.81 FEET; THENCE NORTH 39 DEGREES 37 MINUTES 26 SECONDS WEST, 155.86 FEET; THENCE NORTH 3 DEGREES 57 MINUTES 52 SECOND WEST, 33.26 FEET; THENCE NORTH 40 DEGREES 11 MINUTES 22 SECONDS EAST, 107.29 FEET; THENCE NORTH 5 DEGREES 25 MINUTES 33 SECONDS WEST, 175.15 FEET TO A POINT ON THE SOUTHERLY LINE OF BURLINGTON AVENUE AS DEDICATED BY DOCUMENT No. 22604746 ON JANUARY 24, 1974, SAID POINT BEING 311.0 FEET EASTERLY ALONG THE SOUTHERLY LINE OF SAID BURLINGTON STREET FROM THE SOUTHWEST CORNER OF SAID DEDICATED RIGHT OF WAY; THENCE NORTH 72 DEGREES 55 MINUTES 41 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY, 20.42 FEET; THENCE SOUTH 5 DEGREES 25 MINUTES 33 SECONDS EAST, 187.68 FEET; THENCE SOUTH 40 DEGREES 11 MINUTES 22 SECONDS WEST, 107.59 FEET; THENCE SOUTH 3 DEGREES 57 MINUTES 52 SECONDS EAST, 18.71 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 26 SECONDS EAST, 147.40 FEET; THENCE SOUTH 55 DEGREES 05 MINUTES 33 SECOND EAST, 39.08 FEET; THENCE SOUTH 24 DEGREES 57 MINUTES 38 SECONDS EAST, 9.75 FEET; THENCE SOUTH 14 DEGREES 55 MINUTES 07 SECOND EASAT, 19.02 FEET; THENCE SOUTH 17 DEGREES 27 MINUTES 45 SECOND EAST, 104.33 FEET; THENCE SOUTH 31 DEGREES 00 MINUTES 13 SECONDS EAST, 400.95 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 14 SECONDS EAST, 44.53 FEET; THENCE SOUTH 45 DEGREES 38 MINUTES 52 SECONDS EAST, 15.10 FEET; THENCE SOUTH 3 DEGREES 45 MINUTES 30 SECONDS EAST, 42.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Part of Property Index Number ("PIN"): 18-06-321-003.

4. **Authority.** The District represents and warrants to the Village, as a material inducement for the Village entering into this Agreement, that the District has the full and unconditional authority to enter into this Agreement. The Village represents and warrants to the District, as a material inducement for the Village entering into this Agreement, that the Village has the full and unconditional authority to enter into this Agreement.

5. **Easement Grant.** The District grants to the Village the Easement and all of the Easement rights and obligations set forth in this Agreement for the construction, inspection, operation, replacement, reconstruction, maintenance and/or repair of the Village Water Main Facilities by the Village or the Village's contractors within the Easement Area in order to provide construction and maintenance of water main facilities for the benefit of both the Village and the District. The District and the Village agree to comply with the terms of this Agreement.

A. **Easement.** The District, for itself and its successors and assigns, conveys and grants to the Village, its successors and assigns a permanent, exclusive easement over, under, in, along, across and upon the Easement for the construction, inspection, operation, replacement, reconstruction, maintenance and/or repair of the Village Water Main Facilities by the Village or the Village's contractors in accordance with the terms of this Agreement. This Easement and other rights conferred to the Village by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. In regard to the Easement and the permanent, exclusive easement rights granted by the District to the Village, the Parties further agree as follows:

- a. All rights, title and interest in and to the Easement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement to the Village, are reserved to the District; provided, however, that the District shall not itself, or allow another person or entity, use or occupy the Easement or install, construct, reconstruct, place, replace, maintain, rehabilitate, operate and/or repair any structures, improvements or other components within the Easement, which cause or which, in the Village's reasonable determination may cause, contribute or lead to damage to or interference with the Village Water Main Facilities. The District shall not develop, landscape or beautify any portion of the Easement prior to or after the commencement of the Project in any way which would unreasonably or materially increase the costs to the Project, or staging of equipment and materials, and maintaining construction security fencing around the perimeter of the Project worksite or negatively impact the operation of the Village Water Main Facilities. If any equipment or materials relating to the Project that are located within the Easement or the Village's or its employees', agents', consultants' and contractors' other Project-related improvements, equipment, materials or personal property are removed or damaged by the District or its officials, employees, agents and contractors or other invitees or permittees of the District, the District, at its expense, shall be responsible for the replacement costs or the restoration costs to restore, repair or replace such personal property, equipment, improvements or materials relating to the Project to its/their original, existing condition immediately prior to such removal or damage using like-kind and like-quality materials, in accordance with the restoration provision in Sections 6 and 7 below.
- b. If the District's existing improvements within the Easement or elsewhere within Spring Rock Park or other District-owned real property or personal property are removed or damaged by the Village or its officials, employees, agents, consultants and contractors or other invitees or permittees of the Village, the Village, at its expense, shall be responsible for the replacement costs or the restoration costs to restore, repair or replace such personal property or improvements to its/their original, existing condition immediately prior to such removal or damage using like-kind and like-quality materials in accordance with the restoration provision in Sections 6 and 7 below. If the Village fails to repair or restore the District's property damaged by the Village within fifteen (15) calendar days after receipt of written notice from the District, then the District may utilize its own forces or a third party to repair and restore the property, and the Village shall pay for all of the

District's repair and restoration costs incurred by the District within thirty (30) calendar days after the Village's receipt of a written demand for payment from the District.

- B. Access to Easement. The Village and its officials, employees, agents, consultants and contractors, and any governmental or regulatory agency personnel with oversight authority of the Village or the Village Water Main Facilities, shall be permitted to access and travel with their equipment upon and over the Easement on an as-needed daily basis for purposes of installing, placing, constructing, inspecting and testing of Village Water Main Facilities and the staging of equipment and materials, and maintaining construction security fencing around the perimeter of the Project worksite as necessary.
- C. Obligations for Own Improvements. Each Party shall be responsible for installing, inspecting, constructing, placing, maintaining, operating, reconstructing, repairing, replacing and insuring its own personal property, equipment, facilities and improvements located within the Easement.

6. **Improvements to the Easement and Easement Fee.**

- A. Improvements to the Easement. By November, 2023 ("Project Completion Date"), the Village, at its sole expense, had its contractors make the following improvements to the Easement area:
  - a. Restoration of District real property disturbed by the Project, including grading to match existing grade of surrounding Spring Rock Park area, planting grass seed and/or sod to replace damaged areas of grass, periodic watering of grass seed and/or sod, as-needed based on the weather until the root systems are established, after the Project Completion Date, and restore or replace any other District personal property or improvements that were removed or damaged by the Project.
  - b. After completion of the Project, the restoration and replacement obligations of the Village set forth in this Agreement are operative only in the event the surface of the Easement is disturbed by the Village's exercise of any of its easement rights under this Agreement (including any actions of the Village's officials, employees, agents, consultants and contractors), and such disturbed area shall be restored to its original, existing condition immediately prior to the commencement of the Project. Except as specifically provided in this Agreement, the Village shall have no obligation to improve, maintain, replace or repair any other real property or personal property of the District that is outside of the Easement, unless disturbed or damaged by the Village, including any actions of the Village's officials, employees, agents, consultants and contractors.
- B. No Charge for Easement. The District agrees to not charge the Village an easement fee for the permanent, exclusive water main easement rights granted to the Village under this Agreement because of the benefits the District's Spring Rock Park will receive as a result of the installation, operation and continued maintenance of the Village Water Main Facilities by the Village.
- C. No Other Obligations. Except as specifically provided in this Agreement, no Party shall have any other obligation to the other Party.

7. **Village's Use of the Easement.** The following general conditions shall apply to the Village's use of the Easement:

- A. Government Permits. The Village, at its own expense, shall procure and maintain, prior to entry upon the Easement, all licenses, consents, permits, authorizations and other approvals required from any federal, state, county or local governmental authority or any regulatory agency with oversight authority in connection with the construction, installation, placement, repair, replacement and maintenance of the Project, including the staging of equipment and materials and maintaining construction security fencing around the perimeter of the Project worksite (as needed). The Village shall comply with all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Project. The District may, from time to time, request reasonable evidence that all such governmental or regulatory approvals have been obtained by the Village and are in full force and effect. In no event shall the Village seek any governmental or regulatory approvals that may affect in any way the District's operations, including without limitation any zoning approvals, without in each instance obtaining the District's prior written consent, which consent may be granted or withheld in the District's sole discretion.
- B. No Conflict with District Uses. Except as specifically provided in this Agreement, the Village's use of the Easement shall be conducted in a manner that does not conflict or interfere with the District's current operations in Spring Rock Park, which consist of: open space uses, recreational uses and other District uses.
- C. No Liens. The Village agrees to not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be filed or asserted against Spring Rock Park or the Easement or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of the Village or its officials, employees, agents and contractors or other invitees or permittees. In the event any such lien or claim for lien is issued or filed against title to Spring Rock Park or the Easement, the Village, at its cost, will immediately remedy and obtain a release of the lien or claim, and, if necessary, shall file the release of lien or claim with the Cook County Clerk's Office.
- D. Access. Except in the event of an emergency, the Village shall provide the District with at least seven (7) calendar days prior written notice of the dates and times it intends to perform any work associated with this Agreement. In addition, the Village shall be responsible for: (i) ensuring that any work it conducts associated with this Agreement does not infringe on or interrupt Spring Rock Park users or District activities (except as provided for by this Agreement); and (ii) taking all appropriate safety measures, including fencing in all construction areas, in a manner acceptable to the District's Executive Director, to ensure that District staff, invitees and other users of District property are not at an increased risk for injury because of any work associated with the Easement granted by this Agreement.
- E. Acceptance of Easement. The Village accepts the grant of the Easement and all of the easement rights and obligations set forth in this Agreement, and agrees to comply with the terms of this Agreement.
- F. Restoration. In consideration of the grant of Easement rights by the District, whenever the Easement area is disturbed by the Village or by the Village's contractors as part of any construction, inspection, operation, replacement, reconstruction, maintenance and/or repair of the Village Water Main Facilities, the Village, at its cost, agrees to restore or cause to be restored the Easement area to its original, existing condition with like-kind and like-quality replacement improvements and materials (e.g., grass), but the Village does not warrant or guaranty that the replacement materials will be an exact match in terms of color, texture, finish or quality.

G. Term of Easement Agreement. The term of this Agreement shall continue until the Parties mutually agree in writing to terminate this Agreement.

H. Work Hours. Regarding the construction, installation, inspection, operation, placement, replacement, reconstruction, maintenance and/or repair of the Village Water Main Facilities, the Easement shall only be used by the Village and its employees, agents, consultants and contractors for the purposes set forth in this Agreement, and each time that the Village uses the Easement, the duration of such use shall be limited to the time period necessary to complete the work to the Village Water Main Facilities and shall comply with the standard construction work hours authorized by the Village's Municipal Code.

8. Indemnification. The Parties agree as follows:

A. Village Obligations. The Village agrees to indemnify and hold harmless the District and its officials, employees, agents, volunteers, attorneys, contractors, invitees or permittees, successors and assigns (collectively the "District Affiliates") from and against all claims, demands, liabilities, losses, judgments, settlements, administrative and litigation costs and expenses (including reasonable attorney fees) which may arise by reason of the Village's use of the Easement, or relating to the Project, except for those attributable to the District's or the District's Affiliates' intentional obstruction, damage or destruction of the Project or any of its infrastructure improvements, the negligence or improper acts or omissions of the District or the District's Affiliates, or the District's default or violation of this Agreement. Any entry onto the Easement by the Village, or its appointed or elected officials, employees, agents, volunteers, attorneys, contractors, invitees, permittees, successors and assigns, shall be at such person's sole risk, and the District makes no representations or warranties of any kind whatsoever regarding the Easement or the condition of the Easement (including, without limitation, the environmental condition thereof).

9. Insurance. During the term of this Agreement and before commencing any work within the Easement, the District and the Village each agree to procure and maintain, and to require their contractors to purchase and maintain, a policy or policies of insurance, as follows:

a. Commercial General Liability (CGL) covering all contractors, subcontractors and all their subcontractors, with limits not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate, covering liability for bodily injury and property. The District and District Affiliates shall be added as Additional Insureds on the Village's CGL policy. Excess or umbrella coverage can be obtained to meet the minimum insurance coverage levels of this subsection.

b. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

c. Workers' Compensation Insurance with Illinois statutory limits.

A. Notification of Parties' Insurers; Additional Insured Status. Each Party shall provide copies of certificate(s) of insurance, insurance policies and endorsements issued by its insurer(s) showing annual premiums paid in full that conform to its obligations in this Agreement, including the additional insured coverage requirement and the requirement that each Party's insurance policies are in effect for all aspects of any work on the Subject Property for both ongoing and completed

operations. The certificates of insurance, insurance policies and endorsements (issued on the ISO CG 20 10 form) shall also specifically state that each of the other Parties to this Agreement are additional insureds of the Party, but only for purposes set forth in this Agreement. Copies of the certificates of insurance and endorsements, and any annual renewals of such certificates and endorsements (if applicable), for each Party shall be delivered to the other Party at the time of execution of this Agreement, and in subsequent years upon written request by either Party, and such certificates of insurance and endorsements shall be incorporated by reference into this Agreement as **Exhibit "B"** and made a part of this Agreement.

- B. **Insurance Coverage.** Each insurance policy required by this Agreement must be endorsed to state that coverage will not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) calendar days prior written notice to the Party by certified mail, return receipt requested. Each Party agrees to not allow its insurance coverage to lapse or to be suspended, voided, cancelled or reduced, and further agrees to take immediate action to secure replacement insurance.

10. **Reporting.** In the event of a claim, demand, lawsuit or other action filed against either Party and/or its officials, employees, agents, attorneys and volunteers relating to any matter covered by this Agreement, the Party shall immediately notify, in writing, the other Party 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 this Agreement.

11. **Assignment.** This Agreement, and the rights and obligations of the Parties set forth in this Agreement, shall be binding upon and inure to the benefit of the Parties and their respective successors, personal representatives and assigns, subject to prior written notice to the other Party and written confirmation from the assignee that he/she/it assumes all of the obligations of its assignor under this Agreement.

12. **Entire Agreement.** The terms, exhibits and addenda, if any, herein contain the entire agreement between the District and the Village regarding the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter.

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

- A. **Exhibit "A":** "Easement Area", as shown in the Plat of Easement for Water Main Purposes as prepared by Michael L. Krisch of Krisch Land Surveying LLC and dated September 5, 2023 (attached).
- B. **Exhibit "B"** - Copies of certificate(s) of insurance, insurance policies and endorsements for the Western Springs Park District and the Village of Western Springs (incorporated by reference).

**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.

**WESTERN SPRINGS PARK DISTRICT**

By: \_\_\_\_\_  
Brian Perkovich  
President

Dated: \_\_\_\_\_ 2025.

**VILLAGE OF WESTERN SPRINGS**

By: \_\_\_\_\_  
Heidi Rudolph  
Village President

Dated: \_\_\_\_\_ 2025.

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CERTIFICATION - WESTERN SPRINGS PARK DISTRICT PRESIDENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that the above-named Brian Perkovich, personally known to me to be the President of the Western Springs Park District, and also known to me to be the same person whose name is subscribed to the foregoing Agreement as such Western Springs Park District President, appeared before me this day in person and severally acknowledged that, as such Western Springs Park District President, he signed and delivered the signed Agreement, pursuant to authority given by the Western Springs Park District, as his free and voluntary act, and as the free and voluntary act and deed of the Western Springs Park District for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CERTIFICATION – WESTERN SPRINGS VILLAGE PRESIDENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that the above-named Heidi Rudolph, personally known to me to be the Village President of the Village of Western Springs, and also known to me to be the same person whose name is subscribed to the foregoing Agreement as such Village President, appeared before me this day in person and severally acknowledged that, as such Village President, she signed and delivered the signed Agreement, pursuant to authority given by the corporate authorities of the Village of Western Springs, and as her free and voluntary act, and as the free and voluntary act and deed of the corporate authorities of the Village of Western Springs, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

**Exhibit "A"**

**Plat of Easement for Water Main Purposes  
as prepared by Michael L. Krisch of Krisch Land Surveying LLC  
and dated September 5, 2023**

(attached)

**Exhibit "B"**

**Copies of certificate(s) of insurance,  
insurance policies and endorsements for the  
Western Springs Park District and the Village of Western Springs**

(incorporated by reference)





## AGENDA ITEM SUMMARY

### GENERAL GOVERNMENT COMMITTEE

General Government Committee: June 5, 2025

#### **AGENDA ITEM D.5.**

**To:** General Government Committee

**From:** Matthew Supert, Director of Municipal Services

**CC:** Ellen Baer, Village Manager

**RE:** IDOT Intergovernmental Agreement - Maintenance of of State Routes

---

#### **Recommendation**

Consider a recommendation to approve the Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) for ten-year maintenance agreement for the Village to operate and maintain portions of the state highway system with an annual reimbursement to the Village in an amount of \$21,250.

#### **Summary**

Attached for the Committee's review is an Intergovernmental Agreement (IGA) from IDOT District 1 for the maintenance of 47th Street within the Village of Western Springs. The IGA is for a ten-year maintenance agreement for the Village to operate and maintain portions of the state highway system. The Village has entered into at least two previous ten-year maintenance agreements.

The scope of the maintenance requirements is as follows:

- Routine surface maintenance and pothole repair
- Ice and snow control
- Street Sweeping
- Removal and Disposal of Litter
- Mowing and landscaping maintenance, including tree trimming

IDOT will pay the Village \$21,250 annually for the maintenance activities. This represents an increase of 1.60% from the previous agreement.

#### **Financial Impact**

None.

#### **Recommended Motion**

I move to recommend to the Village Board the approval of the Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) for ten-year maintenance agreement for

the Village to operate and maintain portions of the state highway system with an annual reimbursement to the Village in an amount of \$21,250.

**Strategic Plan Alignment**

None.

**File Attachments**

1. IDOT Cover Letter - 05272025
2. BoBS 2804 - Intergovernmental Agreement - 05272025
3. IDOT Computation Sheet - 05272025



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

May 7, 2025

**CORRECTED LETTER**

Ms. Ellen Baer  
Village Manager  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, IL 60558

Dear Ms. Baer:

The Illinois Department of Transportation, on behalf of the State of Illinois, intends to enter into an Intergovernmental Agreement ("Agreement") for Maintenance of Municipal Streets with your municipality. The scope of work, including the roadways covered in this Agreement, is listed in Part 5. This will replace our previous ten-year Agreement which expires on June 30, 2025.

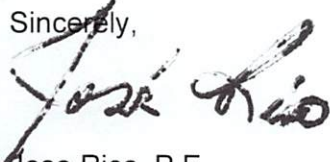

Part 5 includes a clause to allow modifications to the location listing as appropriate and as mutually agreed to by both parties. Any modifications shall be in writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by the PUBLIC WORKS DIRECTOR on behalf of the Governmental Body authorized to approve these modifications.

Updated Computation Sheets for the period of July 1, 2025, to June 30, 2026, are included with the contract. The adjustment factor used to determine the rates is based on the 1.60% increase published by the Engineering News Record. **The annual payment for your city will be \$21,250.00.**

Please review and sign the attached two copies of the Agreement, and return to Jacek Ejmont, D1 Maintenance Contracts Engineer, Illinois Department of Transportation, 201 W. Center Court, Schaumburg, IL 60196. In order to execute the contract by July 1, 2025, please return it no later than **May 30, 2025**. One original of the executed agreement will be sent back to you once all parties have signed it.

If you have any questions or need additional information, please contact Jacek Ejmont, D1 Maintenance Contracts Engineer, at (847) 705-4641.

Sincerely,

  
Jose Rios, P.E.  
Region One Engineer 

Attachment



Governmental Body Name	Agreement Number
Village of Western Springs	

Address	City	State	Zip Code
740 Hillgrove Avenue	Western Springs,	IL	60558

Remittance Address (if different from above)	City	State	Zip Code

Phone	Unique Entity Identifier (UEI)	FEIN/TIN
		30-0009210-40

Brief Description of Service (full description specified in Part 5)

Routine Maintenance of State Routes

Compensation Method (full details specified in Part 6)

Lump Sum

Total Compensation Amount	Advance Pay	Start Date	Agreement Term Expiration Date
\$212,500.00 (Estimate)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	07/01/25	06/30/35

**REQUIRED SIGNATURES**

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

**FOR THE GOVERNMENTAL BODY:**

Signature	Date

Name	Title

**FOR THE DEPARTMENT:**

Signature	Date

Omer Osman, P.E., Secretary of Transportation	Date

Delegate Name

Printed Name

Printed Title

Signature	Date

Vicki L. Wilson, Chief Fiscal Officer	Date

Michael Prater, Chief Counsel	Date

(Approved as to form)

**INTERGOVERNMENTAL AGREEMENT  
FOR  
ROUTINE MAINTENANCE OF STATE ROUTES**

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

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

Attention

Ms. Ellen Baer

Email

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

**Part 1  
SCOPE / COMPENSATION / TERM**

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/25 and will expire 06/30/35
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal** This Agreement may not be renewed.

**Part 2**  
**GENERAL PROVISIONS**

- A. Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of six (6) years after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
  2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$250,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
  3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set to not exceed \$100,000 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds not exceeding \$100,000 for goods and services or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.  
  
The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
  4. EMPLOYMENT OF DEPARTMENT PERSONNEL The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

**Part 3**  
 **FEDERALLY FUNDED AGREEMENTS**  
[Not applicable to this Agreement]

**PART 4  
SPECIFIC PROVISIONS**

- A. Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation

Attention

District 1, Operations Supervisor

Address

4160 May St.

City

Hillside,

State

IL

Zip Code

60162

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.
- The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- I. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
- GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract 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. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, 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. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR'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. That, 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, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
4. That it will 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 organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR'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 notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

**M. Tax Identification Number** GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), and
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, and
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Village of Western Springs

Taxpayer Identification Number: 30-0009210-40

Legal Status (check one):

Tax-exempt     Government     Other

**N. International Boycott** The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

**O. Forced Labor** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

**P. Equipment** The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/ Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.

**PART 5**  
**SCOPE OF SERVICE/RESPONSIBILITIES**

A.) The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system that are currently under the DEPARTMENT'S jurisdiction, specifically the portions of that system located within the GOVERNMENTAL BODY's boundary as shown in Attachment A.

This maintenance location listing may be modified as appropriate and mutually agreed to by both parties. Such modification shall be in writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by the PUBLIC WORKS DIRECTOR on behalf of the Governmental Body. It is understood these modifications may result in a modification to the total payments under this agreement. The parties hereby agree that a formal amendment to the agreement is not necessary to modify the locations nor is a formal amendment necessary to modify a change in cost associated with the change in locations, provided the change in amount of total payments is less than 10%.

B.) Maintenance Requirements. The GOVERNMENTAL BODY hereby agrees to maintain the roadway in a serviceable condition at all times. The GOVERNMENTAL BODY's maintenance responsibilities include, but are not limited to the following:

- routine surface and pothole repairs
- temporary full depth patching;
- removing expansion bumps on bituminous surfaces;
- sealing cracks and joints;
- controlling snow and ice;
- cleaning;
- sweeping;
- picking up and disposal of litter;
- mowing, maintenance up to and including removal and/or trimming of trees, shrubs, landscape beds and turf or other landscaping that is located within, obstructs or overhangs the right of way (including weeding, replenishing mulch, mowing, etc.);
- Inspection and maintenance of pavement markings limited to stop bars, symbols, special pavement treatments and crosswalks. Replace as necessary to ensure proper road user guidance. All markings should be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.
- all other routine operational services to maintain the roadway in a serviceable condition.

Note: Median maintenance, when applicable, includes the following:

- sweeping;
- picking up and disposal of litter;
- mowing, and maintenance up to and including removal and/or trimming of trees, shrubs, landscape beds and turf or other landscaping that is located within, obstructs or overhangs the right of way (including weeding, replenishing mulch, mowing, etc.); and
- repairing surface.

C.) Responsibilities. The GOVERNMENTAL BODY agrees to the following:

- must obtain written approval from the DEPARTMENT before cutting or opening the curb or the pavement of any highway, which is covered in this AGREEMENT;
- must undertake all measures, including notifying the DEPARTMENT of the need for legal action, to require utility owners or permit holders to adjust, maintain, repair, and restore all pavement cuts, curb openings, utility frames, municipal frames, grates, and covers that are disturbed by settlement, construction, or repair;
- must notify the DEPARTMENT of the need to inform utility owners or permit holders to pay all costs of adjustment, maintenance, repair and restoration;
- must ensure that the work adheres to all applicable laws, rules and regulations, as well as the DEPARTMENT's standards (the most recent edition of Standard Specifications for Road and Bridge Construction, and subsequent updates); and

- Must obtain written approval from the Department before adding any new or supplemental pavement marking along the state highway.
- must request and obtain written approval from the DEPARTMENT's Regional Engineer or his designee before doing any extra work not specifically identified in this AGREEMENT.

**PART 6  
COMPENSATION FOR SERVICES**

Funding

State Funds (Appropriation Code: 011-49405-4472-0200)	(Estimate)	\$212,500.00	100%
	Subtotal	\$212,500.00	100%
Local Match Provided Through the GOVERNMENTAL BODY		\$0.00	
GRAND TOTAL		\$212,500.00	

Funding Breakdown

**Terms and Conditions:**

- 1.) GOVERNMENTAL BODY agrees that total payment for each fiscal year from 2026 through 2035 must not exceed the previous year's total payment plus cost adjustment. [Cost adjustment means the previous year's total payment x % change of the Construction Cost Index, which is published in the Engineering News Record (January edition for each year)]. Payment for the cost of approved extra work will be added to the total funding as provided in Part 5, last paragraph;
- 2.) The DEPARTMENT will calculate the compensation for services according to the DEPARTMENT'S Bureau of Operations Maintenance Policy Manual, Section 11-800.2.4 Rate of Compensation; and Section 11-800.2.5 Empirical Formula - Municipal Maintenance of State Highways, and send an annual letter to the GOVERNMENTAL BODY notifying it of the new annual Lump Sum approved amount according to the attached Computation Sheet - Municipal Maintenance (Attachment A) under the conditions stated in Section B above;
- 3.) The GOVERNMENTAL BODY must submit an invoice voucher every 3 months (quarterly), based on the approved annual Lump Sum amount; and
- 4.) The DEPARTMENT will pay the GOVERNMENTAL BODY's quarterly invoice vouchers on or about September 30, December 31, March 31, and June 30 of each fiscal year, subject to the DEPARTMENT's inspection for satisfactory operation and maintenance of covered streets.

Budget

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**PART 7**

**CERTIFICATION REGARDING LOBBYING**

(49 CFR PART 20)

**[NOT APPLICABLE TO THIS AGREEMENT]**

**PART 8  
AGREEMENT AWARD NOTIFICATION**

**REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds?  Yes  No

Amount of Federal funds

Name of Project

\$0.00

State Routes Maintenance Agreement

Federal Project Number

N/A

Assistance Listing Number\*, Federal Agency, Program Title

N/A

\*For Assistance Listing Number, refer to original Federal Award/Grant Agreement.

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## ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

### NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

**NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.**

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expended at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended at least the threshold amount as set out in 2 CFR 200.501(a) or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than the threshold amount as set out in 2 CFR 200.501(a) in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, **you must complete and return the certification statement.**
3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation  
Financial Review & Investigation Section, Rm. 126  
2300 South Dirksen Parkway  
Springfield, IL 62764  
[DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov)

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to [DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov) or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

**NOTICE**

**Do not submit this certification to the DEPARTMENT with your signed contract.**

- The certification applies **ONLY** to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

**Single Audit Not Required Certification**

I certify that \_\_\_\_\_ expended less than the threshold amount as set out in 2 CFR 200.501(a) or more in Federal awards from all sources in Federal awards in our fiscal year \_\_\_\_\_, and was not required to have a single audit conducted.

<b>Signature</b>	<b>Date</b>
<b>Title</b>	

**Subrecipient Contact Information**

<b>Subrecipient</b>				
<b>Contact Person</b>		<b>Title</b>		
<b>Address</b>		<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Phone</b>	<b>Fiscal Year End</b>	<b>E-mail</b>		

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION - District No. 1  
**Village of Western Springs**  
COMPUTATION SHEET - MUNICIPAL MAINTENANCE  
**For the Period beginning July 1, 2025, ending June 30, 2026**

LINE NO.	ROUTE	SECTION	STREET NAME	INTERSECTING STREETS				TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	LOCATION	PORTIONS UNDER AGREEMENT					MAINT. ALLOWANCE		
				FROM	TO	LENGTH IN FEET	LANE MILES						ADT/LANE	SOURCE	RATE/LN. MI.	ADJ. FACTOR	ROUTE TOTALS	SUB-TOTALS		
1	SA 165	0102	47th	Springlake	Willow Springs	44'	C	44'	4	Full Roadway	6500	4.92	3563	C-'94	528	8.18	21249.68			
												TOTALS	4.92	Lane Miles						<u>\$21,250.00</u>