



AGENDA

BOARD OF TRUSTEES

Regular Meeting: September 8, 2025 at 7:00 PM

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

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Heidi Rudolph , Village President

Amy Avakian, Trustee

Nicole Chen, Trustee

Alan Fink, Trustee

Scott Lewis, Trustee

Phil Nawrocki, Trustee

Karen Martin, Trustee

4. Public Comment

5. Approval of Meeting Minutes

A. Approval of August 18, 2025 President and Board of Trustees Regular Meeting Minutes (Omnibus Item)

B. Approval of August 18, 2025 President and Board of Trustees Special Meeting Minutes (Omnibus Item)

6. General Government Committee Report (Trustee Chen)

A. Taco Maya, 4700 Gilbert Avenue Unit 44, Taco Maya Springs LLC – Class “A” Liquor License (Action Recommended on 9/22/2025)

B. Lyons Township Football Pride Club Raffle Application (Omnibus Item)

7. Finance Committee Report (Trustee Martin)

A. Library .02% Building Maintenance Levy (Omnibus Item)

8. Planning and Zoning Committee Report (Trustee Fink)

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

A. Contract with Martam Construction, Inc. for the Burlington Avenue Raised Pedestrian Crossing and Concrete Pavement Repairs [Omnibus Item]

B. Proposal from V3 Companies for In-Depth Bridge Inspection (Action Recommended 9/22/25)

C. Water & Sewer On-Call Repair Services Independent Contractor Agreements (Action Recommended 9/22/25)

D. Water Meter and Accessories Purchase (Action Recommended 9/22/25)

10. Properties & Recreation Committee Report (Trustee Nawrocki)

A. Independent Contractor Agreement Renewal with Mattix Music (Action Recommended 9/22/2025)

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

12. Consideration of and Action on Agenda Items

13. Explanation of Omnibus Voting Procedure

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

14. Consideration of an Omnibus Vote

A. A motion to approve the meeting minutes of the August 18, 2025 Regular Meeting of the President and Board of Trustees and the August 18, 2025 Special Meeting of the President and Board of Trustees.

B. Resolution No. 25-2944

A Resolution approving the issuance of a raffle license under Title 3 (Business Regulations), Chapter 12 (Charitable Games, Raffles, Bingo and Other Games of Chance Regulations) Section 3-12-3 (Raffles) of the Western Springs Municipal Code of 1997, as amended, for applicant Lyons Township Football Pride Club for raffle event (Raffle Start Date: October 17, 2025; Raffle End Date: November 30, 2025) with a license fee waiver and bond waiver.

C. Resolution No. 25-2945

A Resolution determining to levy an additional library tax for construction, maintenance, repairs and alterations of library buildings and equipment for the fiscal year commencing January 1, 2026 and ending December 31, 2026.

D. Resolution 25-2946

A Resolution accepting the lowest cost, qualified, responsive bid and authorizing the approval and execution of a construction contract for the Burlington Avenue Raised Pedestrian Crossing and Concrete Pavement Repairs Project to be entered into with Martam Construction, Inc. of Elgin, Illinois, and authorizing the expenditure of Village funds, and/or monies from lawful sources (contract price: \$374,018.40).

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

16. New Business

17. Other Business

- A. Approval of the Appointment of Ellen J. Baer as Village Manager, and Authorizing the Execution of an Employment Agreement

Motion to approve "A Resolution authorizing and approving the execution of an employment agreement by and between the Village of Western Springs and Ellen J. Baer to continue to serve as Village Manager."

Second to the Motion

Roll call vote

18. Reports

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

19. Closed Meeting (If needed)

20. Adjournment

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

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, August 18, 2025

President Heidi Rudolph, Presiding

Call to Order, 7:00 pm

Jill Izzo, Deputy Village Clerk

Board Members Present:

Amy Avakian

Nicole Chen

Alan Fink

Scott Lewis

Karen Martin

Board Members Absent:

Phil Nawrocki

Village Attorney Present:

Anne Skrodzki, Village Attorney

Staff Present:

Ellen Baer, Village Manager

Casey Biernacki, Deputy Village Manager

Daisy Chavez, Asst. to the Village Manager

John Mastandona, Director of Finance

Matthew Supert, Director of Municipal Services

Brian Scott, Director of Fire and EMS

Kelsey Fawell, Senior Planner

Zach

Jill Izzo, Deputy Village Clerk

Electronic Attendance:

None.

PLEDGE OF ALLEGIANCE

President Rudolph led the audience in the Pledge of Allegiance.

ROLL CALL

Roll call as noted above.

PUBLIC COMMENTS

None.

APPROVAL OF MEETING MINUTES

President Rudolph asked the Board if there were any changes or additions of the meeting minutes from the Regular and Special Meetings of July 21, 2025. There were none and President Rudolph stated the minutes will be on tonight's Omnibus for approval.

GENERAL GOVERNMENT COMMITTEE REPORT

Trustee Chen reported that the General Government Committee reviewed and recommends that the 2024 and 2025 Board of Trustees closed meeting minutes remain confidential and that this item will be on tonight's Omnibus for approval.

Trustee Chen also reported that a liquor license for Taco Maya was discussed by the General Government Committee and that it has been recommended to the Liquor Commission for their consideration.

FINANCE COMMITTEE

Trustee Martin reported that the Finance Committee reviewed and recommends Foxford Station Condominium Association's Tax Increment Finance (TIF) incentive request to reduce the permit fee for their exterior renovation. The Association determined in December of 2024 that the façade is in need of repairs. The Association is seeking a reduction in permit fees to more align with the Village's cost related to the project as opposed to calculations based solely on project cost.

Tom Siwicki of Sikich, LLC gave a presentation summarizing the Annual Comprehensive Financial Report for the period ended 12/31/2024.

Trustee Martin reported that the Finance Committee reviewed and recommends an Agreement with ClearGov for Subscription Services for the next three years.

Trustee Martin reported that the Finance Committee reviewed and recommends authorizing certain expenditures from the Downtown North Tax Increment Financing District to pay for a portion of the 2025 Streetscape and Beautification Project. Trustee

Martin reported that Properties and Recreation will go into more detail on the project, but the Finance Committee believes that this is a good use of funds for this project.

Trustee Martin reported that the Finance Committee reviewed and recommends a budget amendment for the Downtown North TIF District to pay for a portion of the 2025 Streetscape and Beautification Project in the amount of \$40,000.

Trustee Martin reported that the Finance Committee reviewed and recommends a budget amendment for the 53rd St & Flagg Creek Watermain Replacement Project in the amount of \$44,350. This project will be covered further in the Public Works and Water Committee report.

Trustee Martin reported that the Finance Committee reviewed and recommends a budget amendment for the 2025 Illinois Environmental Protection Agency (“IEPA”) Lead Service Line Replacement project. In March 2025, the Village held a bid opening and the lowest bid for the cost of Phase 1 is higher than originally budgeted. Trustee Martin added that the total cost of Phase 1 is funded by a zero-interest loan from the IEPA.

Trustee Martin reported that the Finance Committee reviewed and recommends an ordinance implementing a non-home rule municipal grocery retailers' occupation tax and a non-home rule municipal grocery service occupation tax in the Village of Western Springs.

PLANNING AND ZONING COMMITTEE REPORT

Trustee Fink introduced Community Development intern Zach Perkins who gave a presentation on the Property Improvement Grant Program Request from the Theatre of Western Springs.

Trustee Fink reported that the Planning and Zoning Committee discussed the Western Springs Park District and Western Springs Business Association revised application to add a Fun Run to the Harvest Fest event in 2025. No Board action is needed.

Trustee Fink reported that the Planning and Zoning Committee reviewed and recommended the Western Springs Historical Society's request for a temporary use permit for the Paint the Town Plain Air 2025 Special Event. A representative of the Western Springs Historical Society spoke about the family friendly event that will take place on September 14, 2025 at the Tower Green.

PUBLIC WORKS & WATER COMMITTEE REPORT

Trustee Lewis reported the Public Works and Water Committee reviewed and recommends a bid waiver and contract with Concentric Integration for water system security improvements.

Trustee Lewis reported the Public Works and Water Committee reviewed and recommends a contract with Mauro Sewer Construction, Inc. for an amount not to exceed \$344,350 for the 53rd St & Flagg Creek Watermain Project. President Rudolph asked when this project would start and Director Supert indicated that it would begin in one to two weeks with work completed before winter.

Trustee Lewis reported the Public Works and Water Committee reviewed and recommends a proposal from Robinson Engineering for cured-in-place pipelining rehabilitation for a pipeline that runs along 51st Street through Forest Hills for an amount not to exceed \$23,390.

Trustee Lewis reported the Public Works and Water Committee reviewed and recommends the Springdale Drainage Improvements Project Change Orders #1, #2, and #3. The first change order relates to the need to excavate more dirt to ensure the detention basin will work properly, the second change order relates to adding a small berm, and the third change order relates to demolishing the pavilion in Springdale Park to allow for more workspace for construction. Trustee Lewis stated that the Western Springs Park District recently announced that they received a grant to build a new pavilion.

PROPERTIES & RECREATION COMMITTEE REPORT

Trustee Chen reported on behalf of Trustee Nawrocki that the Properties and Recreation reviewed and recommended a contract with Go Painters, Inc. for the 2025 Streetlight Painting and the supplies purchase of bike racks, garbage cans and for the 2025 Streetscape and Beautification Project.

Trustee Chen also that the Properties and Recreation reviewed and recommended the Public Works Entrance Gate Deductive Change Order No. 1. A change in vendor for the previously approved new Public Works entrance gate resulted in the decrease in costs from \$122,150.98 to \$106,498.08.

Trustee Chen reported that the right of way sales of 5150 Woodland Avenue and 5200 Woodland Avenue would be on tonight's omnibus for approval.

EXPLANATION OF OMNIBUS VOTING PROCEDURE

President Rudolph stated the Illinois State Statutes allow a municipality to collectively vote on a group of ordinances, resolutions, and other motions, such as awards of contract, appointments, etc. This is known as an omnibus vote. All the items contained on the omnibus vote list have been previously discussed by the President and Board of Trustees on at least one occasion, and often on several occasions. By placing them on the omnibus vote list, a single vote may be taken to approve them. A Trustee may remove any item from the list and have it discussed and voted on separately, prior to the omnibus vote. There were no changes to the Omnibus vote list.

CONSIDERATION OF AN OMNIBUS VOTE

Trustee Chen moved that the ordinances, resolutions and motions as contained on the meeting agenda for August 18, 2025, be adopted and/or approved under an omnibus vote. Trustee Chen read the omnibus in its entirety and motioned it be approved. Trustee Martin seconded the motion. The motion passed on a roll call vote.

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

Voting Nay: None

Absent: Trustee Nawrocki

NEW BUSINESS

There was none.

OLD BUSINESS

Village Attorney Skrodzki gave a summary of the dispute between the Ridgewood Oaks Homeowners Association and the Village and the settlement reached between them.

Trustee Lewis made a motion to approve an ordinance authorizing the execution of Ridgewood Oaks settlement documents, seconded by Trustee Chen.

Motion passed on a roll call vote.

Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Martin, President Rudolph

Voting Nay: None.

Absent: Trustee Nawrocki

REPORTS

Monthly Financial Report (Trustee Martin)

There was none.

Village President Rudolph

President Rudolph stated that she is pleased with all of the items on the omnibus as it reflects all the great work being done in Village.

Village Manager Baer

Village Manager Baer stated that Chief Gilhooley and Chief Scott are offering a conversation with the Chiefs on Wednesday, August 20 at 7:00 p.m. Manager Baer also thanked our Public Works department as they have been very busy handling the aftermath of recent storms.

Village Attorney Skrodzki

No report.

ADJOURNMENT

Trustee Avakian made a motion to adjourn, seconded by Trustee Martin.

Voting Aye: Trustees Avakian, Chen, Lewis, Fink, Martin

Voting Nay: None.

Absent: Trustee Nawrocki

The regular meeting of the President and Board of Trustees was adjourned to closed meeting at 7:54 p.m.

Respectfully submitted,

Jill Izzo

Deputy Village Clerk

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES SPECIAL WORKSHOP MEETING
Monday, August 18, 2025

President Heidi Rudolph, Presiding

Call to Order, 8:01 p.m.

Jill Izzo, Deputy Village Clerk

Board Members Present:

Amy Avakian

Nicole Chen

Alan Fink

Scott Lewis

Karen Martin

Board Members Absent:

Trustee Nawrocki

Village Attorney Present:

Anne Skrodzki, Village Attorney

Staff Present:

Ellen Baer, Village Manager

Casey Biernacki, Deputy Village Manager

Daisy Chavez, Asst. to the Village Manager

John Mastandona, Director of Finance

Jeff Koza, Director of Engineering

Matt Supert, Director of Municipal Services

Jill Izzo, Deputy Village Clerk

Electronic Attendance:

None.

ROLL CALL

Roll call as noted above.

PUBLIC COMMENTS

None.

STRATEGIC PLAN DISCUSSION

A discussion was held regarding the Village's capital infrastructure projects including water mains, vehicles and related funding gap.

ADJOURMENT

Trustee Lewis made a motion to adjourn the Special Workshop Meeting, seconded by Trustee Chen.

Motion passed on a voice vote.

Voting Aye: Trustees Avakian, Chen, Lewis, Fink, Nawrocki, Martin

Voting Nay: None.

The Special Workshop meeting of the President and Board of Trustees was adjourned at 9:23 p.m.

Respectfully submitted,

Jill Izzo

Deputy Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 8, 2025

AGENDA ITEM 6.A.

To: Board of Trustees

From: Heather Valone, Director of Community Development

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney, Kelsey Fawell, Senior Planner

RE: Taco Maya, 4700 Gilbert Avenue Unit 44, Taco Maya Springs LLC – Class “A” Liquor License (Action Recommended on 9/22/2025)

Recommendation

The General Government Committee reviewed this item at their meeting on August 12, 2025, and recommended the approval of the Class "A" Liquor License. The Liquor Control Commission reviewed this item at their meeting on August 25, 2025, and recommended the approval of the Class "A" Liquor License.

Summary

Request

Nimesh and Vaibhav Patel, managing members of Taco Maya Springs, LLC d/b/a Taco Maya (the “Applicants”), have leased a space in the Garden Market shopping center at 4700 Gilbert Avenue, Unit 44, to open a new Mexican restaurant. The Applicants have submitted a request for a new Class “A” Liquor License (Full-Service Restaurant with a Service Bar). The Western Springs location will be the twelfth Taco Maya location. The restaurant will occupy a currently vacant tenant space that is approximately 2,040 square feet. The applicants have submitted a building permit to renovate the space. The preliminary permit plans show 12 tables, three high-top tables, and 41 seats.

Background

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

Class A License

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

- **Purpose:** A Class A license authorizes the retail sale of alcoholic liquor in a restaurant for

consumption only within the licensed premises. Alcoholic liquor shall be served as an adjunct to food service at the restaurant. A restaurant with a Class A license shall be open for business at a minimum during traditional dinner hours. Alcoholic liquor in all areas of the restaurant shall be served by waitstaff only. There shall be no patron seating at the counter of the service bar.

- **Rules of Operation:** Consumption of alcoholic and nonalcoholic liquor is restricted to the dining area and the patron seating area of the bar/bar area. Alcoholic liquor shall not be sold in pitchers. No package sales are permitted. No billiard or pool tables, or any other mechanical/electrical amusement devices, shall be allowed on the licensed premises, except internet music stations, jukeboxes, and video game devices/machines, which shall be permitted provided the licensee complies with the Village's mechanical/electrical amusement device licensing requirements. Video gaming terminals, as regulated by the Illinois Video Gaming Act, are prohibited on the licensed premises. All Class A liquor licensees are required to ensure that any on-site owner/manager, as well as all employees and any other individuals who may sell, serve, or handle alcoholic liquor on the premises as part of their job, successfully complete a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program certified by the State of Illinois. Once the initial certification expires, a renewal is required. A copy of the current BASSET course completion certificate(s) for the on-site owner/manager, employees, and others mentioned above must be made available at all times at the licensed premises for inspection by the Village Manager or their designee. Regular hours of operation are from 11:00 a.m. to 11:00 p.m., Sunday through Saturday. An exception is made on New Year's Eve, when a licensee may sell, give away, or offer for sale alcoholic liquor between 11:00 p.m. and 1:00 a.m. on New Year's Day.
- **License Fee:** The Class A license includes a license application fee of \$1,000 and an annual license fee of \$2,000.
- **Availability of Food:** Patrons must be served a complete meal when being served alcoholic beverages. A separate area where complete meals are not served is not permitted; however, alcoholic liquor may be served in a patron seating area that generally surrounds a service bar and/or where patrons are waiting to be seated in another area of the restaurant to receive a complete meal.

The Applicants and the listed persons on the liquor application completed a background check per Section 4-1-17 of the Village Code did not return any violations / law enforcement history that makes them ineligible for obtaining a liquor license. The Applicants already hold similar

liquor licenses in other suburban communities in the Chicago metropolitan area.

Attachments

1. Applicant Submittal Package
2. Liquor Control Commission Recommendation No. 25-04 - Western Springs Local Liquor Control Commission Recommendation No. 25-04 Recommendation Relative To An Application For A New Class "A" (Full Service Restaurant With A Service Bar) Submitted By Taco Maya Springs LLC D/B/A Taco Maya For Operation Of Restaurant For The Retail Sale Of Alcoholic Liquor In A Restaurant For Consumption Only Within The Licensed Premises, Located At 4700 Gilbert Avenue Unit 44, Western Springs, Illinois.
(Attachments omitted, but available on the Village website or upon request).
3. Draft Ordinance - An Ordinance Amending Title 4 (Liquor Control) Of The Western Springs Municipal Code Relative To The Number Of Class "A" (Full Service Restaurant With A Service Bar) Liquor Licenses Which Can Be Issued In The Village Of Western Springs, Cook County, Illinois For The Retail Sale Of Alcoholic Liquor In A Restaurant For Consumption Only Within The Licensed Premises Located At 4700 Gilbert Avenue Unit 44, Western Springs, Illinois (Applicant: Taco Maya Springs LLC D/B/A Taco Maya).

Financial Impact

None.

Recommended Motion

I move to recommend the approval of Taco Maya's application for a Class "A" Liquor License.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Applicant Submittal Package
2. Liquor Control Commission Recommendation No. 25-04
3. 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 A Liquor License
(Non-Refundable Application Fee for
Issuance of new Liquor License; One-Time Only Fee)

DATE: 07/08/2025

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), Nimesh Patel (name), Owner
(title) of Taco Maya d/b/a Taco Maya Springs LLC (business name and assumed name) makes application for a Class A Liquor license, at the address of 4700 Gilbert Ave, Unit 44, Western Springs, IL, 60558 for the period ending March 31, 2026, and tenders the sum of \$ 3,000, the prescribed fee as set forth in the following:

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

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

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

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

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

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

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

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

- A. Name: [REDACTED]
- B. Mailing Address: [REDACTED]
- C. Address at Residence: [REDACTED]
- D. Home Phone No.: [REDACTED] Cell: [REDACTED]
- E. Work Phone No.: [REDACTED] Pager: [REDACTED]
- F. Citizenship Status: [REDACTED]
- G. If naturalized citizen, time and place of naturalization: [REDACTED]
- 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: [REDACTED]
- 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: Taco Maya 22 LLC

Address: 22 W Ohio st, Chicago, IL, 60654 Phone Number: 773-255-7777

Dates owned: From: 2021 To: Present

Describe any liquor license incident requiring police intervention:
N/A

State liquor license #: 1A-1148256 Date of license: Present

Municipal liquor license #: 2786310 Date of license: Present

Name, address and telephone number of municipality issuing liquor license: City Of Chicago Local Liquor Control Commissioner
50 W Washington St Suite 209, Chicago, IL 60602 and (312) 814-2206

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

S. State your relationship to the business for which the license is sought: Owner/Manager

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

Total square feet: 1577 Bar area Sq. Ft.: 85 Kitchen area Sq. Ft.: 175
No. of tables: 15 Type of food served: Fast Casual Authentic Mexican Restaurant
No. of parking spaces: It is shared parking Garden Market Plaza

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? Yes, it is new license - The space is a vanilla box

4. Name of corporation to which license is to be issued: Taco Maya Springs LLC

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

Business Name: Taco Maya
Address: 4700 Gilbert Ave, Unit 44, Western Springs, IL, 60558 Phone Number: Business Phone is TBD

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: 2036 [Attach a certified copy of Lease to this Application].

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

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

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

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

Name: _____ Age: _____

Address: _____ Phone Number: _____

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

12. How long has the Applicant been in the business of the retail sale of alcohol and describe the nature of its business experiences? Past 9 years - Mexican Restaurant

13. Date of incorporation or organization of your company: 01/27/2025

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

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

If so, state the date of reinstatement: _____

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

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

Name: _____
Date of Birth: _____
Name: _____
Date of Birth: _____

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: _____
Date of Birth: _____
Name: _____
Date of Birth: _____

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: Nimesh Patel Date: 2017-Current
City and State: Rivernorth, Southloop, Rosemont, Schaumburg, Lake View, Niles, Bloomingdale, Arlington Heights, Downers Grove, Logan Square, Broadway

License Holder: Vaibhav Patel Date: 2021-Current
City and State: Rivernorth, Southloop, Lake View, Niles, Logan Square, Broadway

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

If so, state the date of particulars: _____

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

If so, explain: _____

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

If yes, please state the following:

Previous Licensor: _____ Licensee Name(s): _____

Licensee(s) Address: _____

Address of Licensed Premises: _____

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

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

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

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

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

Name of Person: _____ Charge: _____

Date: _____ City and State: _____

Disposition: _____

Name of Person: _____ Charge: _____

Date: _____ City and State: _____

Disposition: _____

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

27. The Applicant's Retailer Occupational Tax Registration (ROT) Number: In Process
The Applicant's Federal Employer Identification Number (FEIN): 33-3160256

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

If the answer is "Yes," explain: _____

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

If yes, state the office and unit of government: _____

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

If yes, state the particulars: _____

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

If yes, name the person, title and agency:

Person: _____ Title: _____

Agency: _____

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

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

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

Contribution: _____ Amount: _____

Contribution: _____ Amount: _____

Contribution: _____ Amount: _____

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

If yes, state the reasons _____

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

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:

N/A

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

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

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

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

N/A

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

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

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

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

N/A

SIGNATORY PAGE

Corporate Seal
(If applicant is corporation)

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

Vaibhav Patel

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.

Vaibhav Patel

APPLICANT

Subscribed and Sworn to before me this 8th day of July, 2025

K.R. Patel

NOTARY PUBLIC

APPLICATION APPROVED:

Local Liquor Control Commissioner

Date: _____



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: 07/08/2025

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), Vaibhav Patel (name) of Taco Maya
d/b/a Taco Maya Springs LLC (business name and assumed name) makes application
for a Class A liquor license, at the address of 4700 Gilbert Ave, Unit 44, Western Springs, IL, 60558

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

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

B. Mailing

C. Address

D. Home

Work

E. Citizen

If natu

Place

F. Driver

G. Height

H. Weight

I. Color

J. Color

K. Social

L. Vehicle

M. Other home addresses within the last 5 years:

Street Address	City, State, ZIP	Dates	
		From	To

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: Taco Maya 22 LLC

Address: 22 W Ohio st, Chicago, IL, 60654

Phone Number: 773-255-7777

Dates owned: From: 2021

To: Present

Describe any liquor license incident requiring police intervention:

N/A

State liquor license #: 1A-1148256

Date of license: Present

Municipal liquor license #: 2786310

Date of license: Present

Name, address and telephone number of municipality issuing liquor license:

City Of Chicago Local Liquor Control Commissioner

50 W Washington St Suite 209, Chicago, IL 60602 and (312) 814-2206

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? Past 9 years

Describe the nature of its business experiences:
Mexican Restaurant

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: Nimesh Patel Date: 2017-Current
City and State: Rivernorth, Southloop, Rosemont, Schaumburg, Lake View, Niles, Bloomingdale, Arlington Heights, Downers Grove, Logan Square, Broadway

License Holder: Vaibhav Patel Date: 2021-Current
City and State: Rivernorth, Southloop, Lake View, Niles, Logan Square, Broadway

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 Licensors: 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).
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 - 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.
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 - 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.
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SIGNATORY PAGE

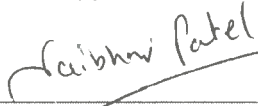
Corporate Seal
(If applicant is corporation)

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

The undersigned, **Vaibhav Patel**, 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.

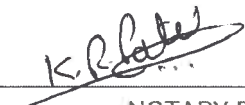
I ALSO UNDERSTAND THAT AN UNTRUE, INCORRECT OR MISLEADING ANSWER GIVEN IN THIS APPLICATION IS SUFFICIENT CAUSE FOR THE REFUSAL TO GRANT OR THE REVOCATION OF ANY LICENSE GRANTED PURSUANT TO THIS APPLICATION.

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.



APPLICANT

Subscribed and Sworn to before me this 8th day of July, 2025



NOTARY PUBLIC

APPLICATION APPROVED:

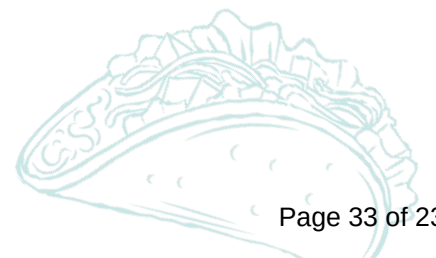
Local Liquor Control Commissioner

Date: _____





Taco Maya





OUR STORY



The story of Taco Maya is one of passion, precision, and the pursuit of culinary perfection, all woven together to craft an innovative interpretation of authentic Mexican cuisine. Born from the visionary dreams of an entrepreneur seeking to create a welcoming "third place" where business and pleasure intersect, this concept took flight under the skilled hands of a chef who discovered his love for cooking at an early age.



With a culinary journey of over thirty years, Taco Maya's Masterchef curates every dish with pride and expertise, bringing traditional Mexican fare infused with rich spices and vibrant flavors.

"it's a celebration of culture, and community"





OUR MISSION

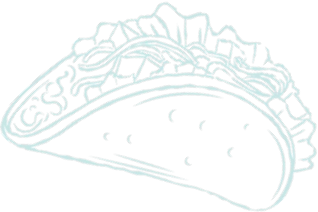


Taco Maya was born from a mission for better and healthy eating. Using traditional flavors and the freshest ingredients, we proudly created a space for modern Mexican cuisine.

Our goal was to create a sophisticated ambiance and experience at a fast casual setting and price point; which is what we have achieved.



Taco Maya does not compromise on the quality. Bold flavors, big taste, crave-worthy food made from real ingredients. Bringing people from various backgrounds together in one welcoming atmosphere to enjoy meals together. For us, food is a labor of love.





OUR CONCEPT

Locations & Amenities



Taco Maya is popularly known as a sit down, as well as a delivery and takeout restaurant. The current locations (DBA Taco Maya) are in Niles, South Loop Chicago, River North, Lakeview, Logan Square, Downers Grove, Schaumburg, Rosemont and Bloomingdale, Illinois. The convenient hours allow late night deliveries and pickups. Taco Maya does not take reservations nor does it have a tableside waiter/server, as it has a fast-casual restaurant concept.



Taco Maya has a shared parking lot, accepts credit cards, has wi-fi, TV entertainment and does catering for events! Taco Maya encourages family outings with their affordable prices and selection of menu. It is a great place for family, friends and business with a casual ambiance feel.

Taco Maya





OUR AMBIANCE



Stepping into Taco Maya is like entering a vibrant tapestry of Mexican culture and culinary delight, where each location is meticulously crafted to reflect the unique spirit of its community.



Despite its fast-casual setting, the ambiance is very important for Taco Maya to provide a space to dine- in and enjoy the food, company and esthetics.



Taco Maya's commitment to providing an immersive cultural experience shines through, ensuring that every visit is a journey of flavor, community, and unparalleled ambiance.



THE INTERIOR

- Taco Maya desires to provide a unique dining experience to each of its restaurants, by creating a different feel and its own identity, according to the location and neighborhood.
- Taco Maya Niles offers a colorful, vibrant interior that brings tradition to the design. The inside look of Taco Maya South Loop gives a fun vibe with the vivid wall designs to welcome the young neighborhood.
- Taco Maya in Bloomingdale offers an outdoor seating during the summer months, as well as an indoor dining throughout the year. The indoor decor provides an outdoor feel of greenery and patio lighting, bringing the patio feel inside, all year round.
- Taco Maya Schaumburg is bright with all-white interior reflecting from the natural light that comes from the two sides of the building's windows.
- Overall, Taco Maya aims to bring culture to the community through its ambience, decor, and food, by serving authentic Mexican food, fresh house-made margaritas and Spanish beers while having popular latino music playing in the background as a form of entertainment.





OUR MENU

01

Our menu consists of salads, tacos, burritos, bowls, tortas as well as special menu items for kids. Our menu is rooted in traditional Mexican recipes and naturally accommodates a variety of preferences including vegan, vegetarian, and gluten-free. With great Mexican food, comes handcrafted margaritas and agave cocktails as well as cold Spanish beers!

02

With our versatile menu, Taco Maya has something for everyone. We take pride in our fusion menu items that originate from many different cultures. We have authentic Mexican style tacos as well as American style taco options such as a Nashville hot chicken taco. Within our menu, we offer a fusion Indian paneer taco and a kimchi Korean beef taco! We have the passion to provide a unique dining experience by combining authentic Mexican food, as well as fusion items inspired from various cultures; to us, this means quality food and a sophisticated ambiance.

Our menu is offered for pick-up and deliveries through our app & other third-party services as well as our website and app.





OUR COMMITMENT TO FLAVOR & FRESHNESS

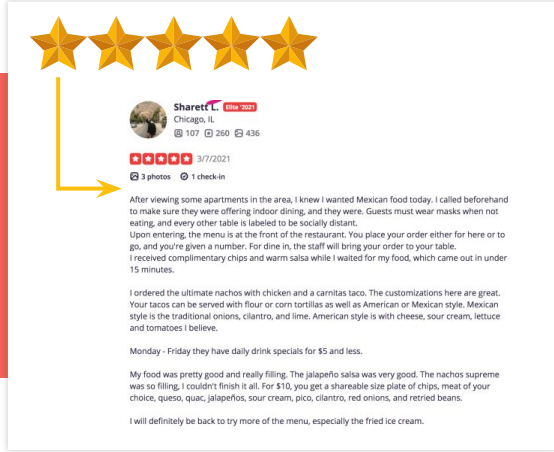
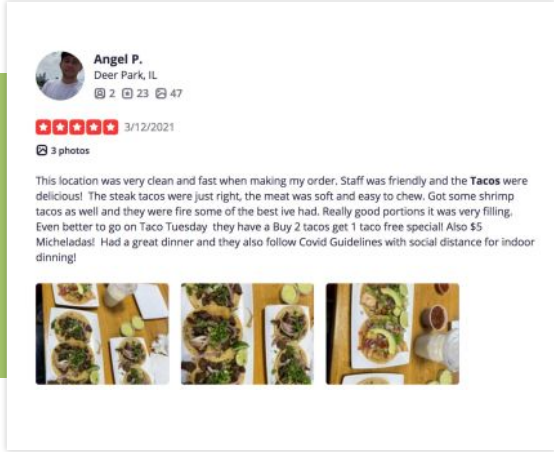


Taco Maya allows the customers to see the food being prepared from an open kitchen concept. The meats are marinated overnight to provide the most flavors. The vegetables are chopped daily to ensure freshness and our salsas are made in-house daily! Taco Maya has an extraordinary menu that offers shareable appetizers and sides, custom enchilada plates, eleven options for burritos, 27 different tacos including specialty tacos. Taco Maya is perfect for kids as well! It offers a separate kids' menu which includes: mini quesadillas, fries and mini burritos. Taco Maya also offers desserts that include flan, churros and their signature fried ice cream.



Taco Maya has a selection of non-alcoholic and alcoholic drinks. The alcoholic drinks consist of authentic Spanish beers, house margaritas and sangrias to add to the authenticity of Mexican outing experience to the neighborhood and community. The seasonal specialty margaritas and house-made traditional margaritas made with a combination of freshly squeezed juices. The summer 2020's fresh Watermelon Mint Margarita special has been one of the favorites amongst the clientele at all locations! Kids size drinks and juices are also available. The coca cola machine provides soft drinks; other bottled drinks such as Jarritos that are popular in Mexico, with their authentic tamarind and mango flavors are also available.

OUR CUSTOMERS



Top 20 ordered places in the US on Yelp for Cinco De Mayo in 2020



500+ Great Reviews on Yelp



1000+ Reviews on Google



Positive Feedback From Clients



Featured on CBS Chicago under Chicago's Food Scene



Adaptable Concept at any location

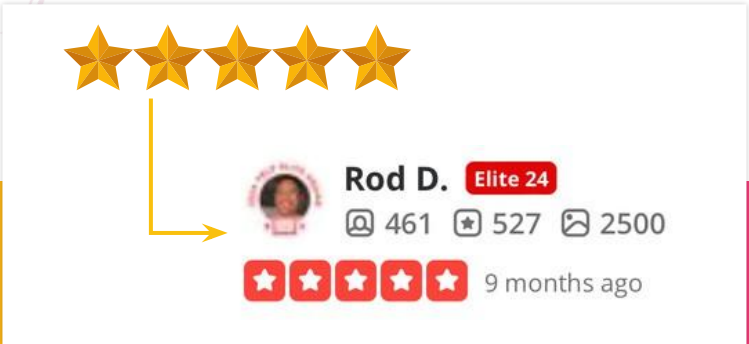
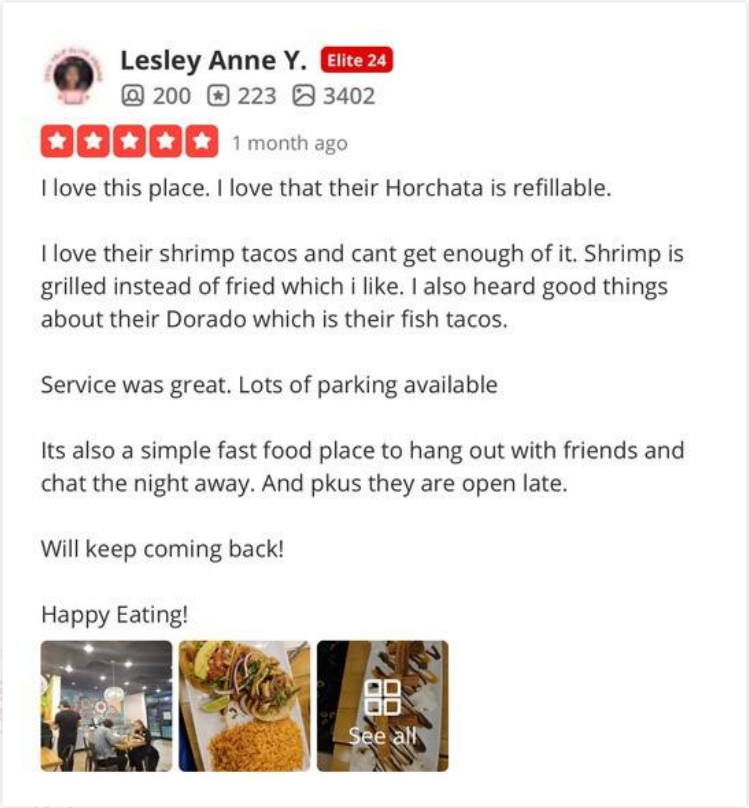
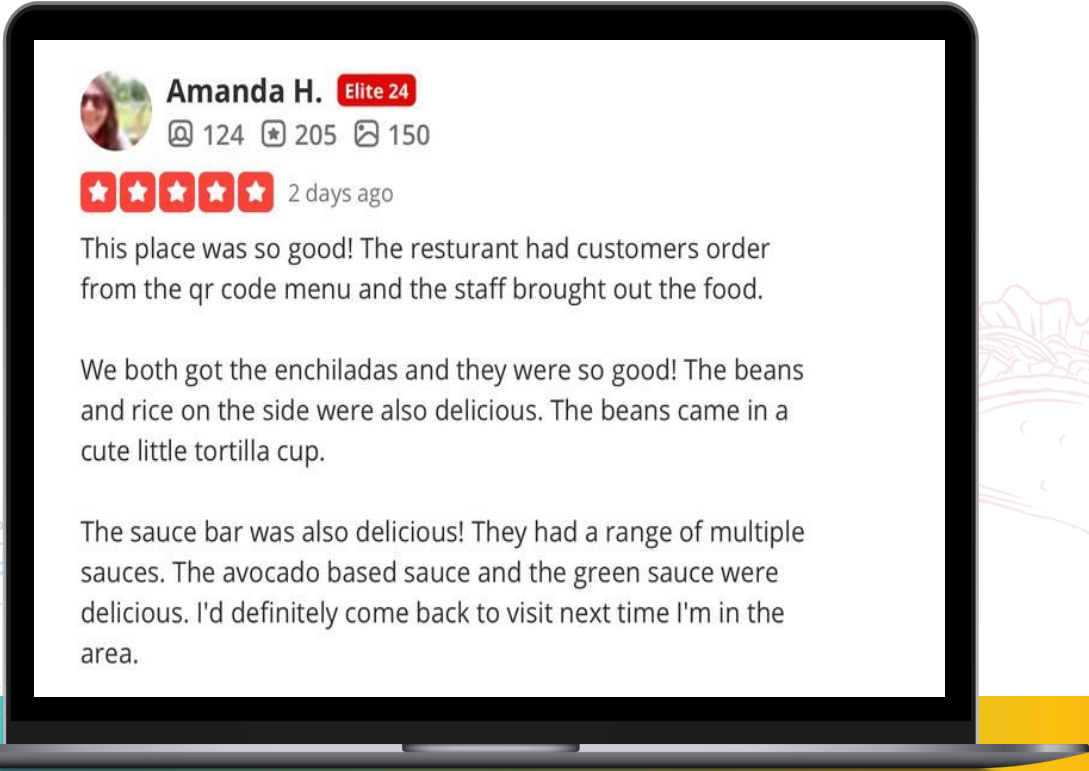




Yelp Elites

Experience The Fiesta

 Yelp Elites Love Us!



Nick Patel



Nick Patel – Founder, Franchise Operator, & Retail Visionary - Nick Patel has been a driving force in the retail and franchise industry since the 1980s. He began his entrepreneurial journey with a single video rental store, eventually expanding to 60 locations. As consumer trends evolved, he successfully pivoted into the tanning industry, where he grew L.A. Tan into a nationally recognized chain with 180 locations across the U.S.



In recent years, Nick has focused on the restaurant space, expanding Taco Maya, a fast-casual Mexican concept rooted in authenticity and quality. To date, with 10 locations operating & more on the way. Known for its fresh, flavorful food and loyal customer following, Taco Maya continued to grow even during the COVID-19 pandemic—signing new locations while many others in the industry were contracting.



Nick is deeply committed to the neighborhoods he operates in, with a long-term approach to every location. Most Taco Maya restaurants are established in communities where he already has a longstanding presence. In fact, several of his L.A. Tan locations have been tenants in the same shopping centers for over 25 years. His relationship-first approach to business—building trust with landlords, customers, and communities over decades.



About Us



Bold flavors, big taste, crave-worthy food made from real ingredients. For the health-conscious and the flavor-obsessed. With the vast versatile menu, Taco Maya has something for everyone. We take pride in our fusion menu items that originate from many different cultures. We have authentic Mexican style tacos as well as American style taco options. Our signature salsa bar offers something for every palate—from the bold heat of jalapeño and the traditional kick of chile de árbol to the classic verde and our one-of-a-kind creamy avocado salsa.



Bringing people from various backgrounds together in one welcoming atmosphere to enjoy meals together. For us, food is a labor of love. Behind every taco, burrito, bowl or salad is an uncompromising commitment to you. Hand-chopped vegetables, fresh-pressed tortillas, and chefs that actually cook instead of just scoop.



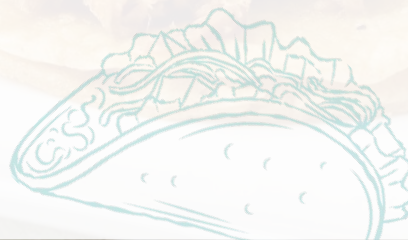
In keeping with our commitment to using pure, natural ingredients, Taco Maya serves only the freshest meats and fish. Above all, we believe in making choices that have a positive impact on our health and communities





Taco Maya

Thank You



ENCHILADAS

Three Enchiladas plate served with Rice, Fiesta Cup Beans, Red Mole or Green Mole

Cheese 	\$14
(Mexican blend cheese)	
Ground Beef	\$14
Grilled Veggie 	\$14
Grilled Chicken	\$14
Steak	\$15
Shrimp	\$15

FAJITAS

Served with Rice, Fiesta Cup Beans, Pico de Gallo, Sour cream & Guacamole. Corn or Flour Tortillas

Combo	\$20
(Grilled Chicken & Steak)	
Shrimp	\$20
Paneer 	\$20
(Green & Red Peppers, Onions)	
Veggie 	\$16
(Green & Red Peppers, Onions)	
Grilled Chicken	\$18
Steak	\$20

KIDS MENU

Your choice of meat, served with a side of either Rice & Fiesta Cup Beans or French Fries

Kids Quesadilla 	\$10
Kids Burrito 	\$10
Chicken Tenders	\$10
One Taco Plate 	\$10

DESSERTS

Fried Ice Cream	\$7
Flan	\$7
Churros	\$7

BEVERAGES

Bottled Water	\$2.50
Fountain Drinks	\$3.50
Bottled	\$3.50
(Coke, Jarritos)	
Horchata	\$3.50
Hibiscus Tea	\$3.50

CATERING

Taco Box - 15 Tacos	\$53
(Select up to 5 options, additional cost may apply on select tacos)	
2 Taco Bar	\$15
3 Taco Bar	\$17
Enchiladas Tray	\$85
(Comes in full tray with 25)	
Rice/ Beans Tray	Half- \$45, Full- \$90
Bean Dip	Half- \$45, Full- \$90
(Rice, Beans, Cheese, Guacamole, Pico De Gallo)	
Chips & Salsa	Full- \$20
Cheese Quesadilla Tray	\$50
(24 slices, choice of meat - additional cost)	
Guacamole Tray	Half - \$45
Queso Tray	Half - \$45

Utensils: \$1 each, Delivery fee :\$25 - \$50
Setup fee: \$100, 16oz Salsas - \$12 each,
Grilled Veggies - \$45

WWW.TACOMAYA.COM

BOTTLES & CANS

Maya Michelada	\$12
(Taco Maya's homemade michelada with your choice of beer)	
Beer Cerveza	\$6
Beer Bucket	\$27
(Your choice of 5 beers with a Complimentary bottle opener)	

AGAVE COCKTAILS

Maya House Margarita	\$12
(FINO Tequila Blanco, freshly blended citrus juices)	
Watermelon Mint Margarita	\$13
(FINO Tequila Blanco, fresh watermelon-lemon juice infused with mint, with a touch agave)	
Spiced Pineapple Margarita	\$13
(FINO Tequila Blanco, fresh pineapple-lime juice infused with serrano peppers)	
Guava La Flor Margarita	\$12
(FINO Tequila Blanco, fresh guava juice and lime)	
Margarita Flight	\$17
(Your choice of four margaritas)	
Frozen Margarita	\$13
(Seasonal flavor)	

Non-alcoholic mocktail options available

SPIRITS

Blanco Tequila	\$11
(Premium FINO Tequila)	
Reposado Tequila	\$13
(Premium FINO Tequila)	
Anejo Tequila	\$15
(Premium FINO Tequila)	

LIMITED TIME ONLY

LENGUA TACO



TRY IT TODAY!!!

TacoMaga

APPETIZERS

Cheesy Nachos 	\$9
(Served with Pickled Jalapenos)	
Fries a la Mexicana 	\$12
(Queso, Pico de Gallo, Jalapenos, Sour Cream and Guacamole)	
Fresh Made Guacamole  	\$9
Queso Blanco Dip 	\$9
Quesadilla 	\$11
(Choice of meat - additional cost)	
Chips & Salsa  	\$5
Elotes 	\$5
Nachos Supreme 	\$12
(Beans, Queso, Pico de Gallo, Jalapenos, Sour Cream and Guacamole)	
Fries 	\$4
Cajun Fries 	\$4
Tostada  	\$5
(with your choice of selected meat)	
Tamales	\$4
Rice 	\$3
Fiesta Cup Beans  	\$3
(Refried or Black)	

SALADS

(Add your choice of meat - \$3)

Burrito Bowl  	\$11
(Rice, Black Beans, Lettuce, Cheese and Tomatoes)	
Maya Salad  	\$11
(Romaine Lettuce, Elote, Pico de Gallo, Queso Cotija, Chipotle Mayo, Lemon Cilantro Vinaigrette and Tortilla Julienne Chips)	
Taco Salad  	\$11
(Tortilla Bowl, Spring Mix, Grilled Veggie, Cheese, Tomatoes, Avocado and Sour Cream)	
Protein Bowl  	\$11
(Spring Mix, Black Beans, Grilled Veggie, Pico de Gallo and Guacamole)	

*Gluten free options available with corn tortillas

TACOS

American style- Mexican Blend Cheese, Lettuce & Tomato. Mexican style- Grilled Onion, Cilantro & Lime

Ground Beef	\$2.95	Carnitas	\$3.75
Grilled Veggie  	\$2.95	Chorizo	\$3.75
Grilled Chicken	\$3.75	Al Pastor	\$3.75

SPECIALTY TACO

Chingon	\$4.75
(Chopped Steak, Chorizo, Jalapeno, Onion, Melted Cheese and Cilantro)	
Grilled Steak	\$4.95
(Marinated Steak)	
Cabeza	\$4.35
(Seasoned Steamed Beef Cheek, Onion and Cilantro)	
Shrimp	\$4.35
(Chipotle Mayo Sauce, Lettuce, Pico de Gallo and Avocado)	
Dorado	\$4.35
(Mahi Mahi Fish - Chipotle Mayo Sauce, Lettuce, Pico de Gallo and Avocado)	
Chicken Tikka	\$4.35
(Sauteed Chicken marinated in Masala Spices, House Mint Sauce, Raw Onions and Cilantro)	
Chicken Tinga	\$4.35
(Pico de Gallo, Sour Cream and Avocado)	
Chilli Potato  	\$4.35
(Cotija, Grilled Veggies, Sour Cream and Cilantro)	
Samosa 	\$3.75
(Smashed Potato and Peas Pastry, Cheese, Mint Sauce, Tamarind Sauce, Lentil Crisps and Cilantro)	
Paneer 	\$4.35
(Jalapeno Mint Sauce, Grilled Onions, Grilled Peppers and Cilantro)	
Veggie Fiesta  	\$4.35
(Grilled Poblano, Corn, Red Pepper, Red Onions, Melted Cheese and Cilantro)	
2 Taco Plate	\$13
(with Rice & Fiesta Cup Beans)	
3 Taco Plate	\$15
(with Rice & Fiesta Cup Beans)	

 - Vegetarian

 - Vegan option available

CHEF'S SPECIAL

Cajun Shrimp	\$5.25
(Blackened Shrimp marinated and cooked with Cajun Spice, drizzled with White Wine Sauce and topped with Mango Pico De Gallo)	
Nashville Hot Chicken	\$5.25
(Crispy Fried Chicken tossed in Nashville Hot Sauce, topped with Coleslaw and Cilantro)	
Korean Beef	\$5.25
(Wok-seared Asian marinated Beef Steak topped with Red Cabbage, Jalapeno-Onion Mix and Cilantro)	
Pork Belly	\$5.25
(Smoked Pork Belly topped with Fresh Jalapenos and Pico De Gallo)	
Yucatan	\$5.25
(Marinated Shrimp with our Special House Seasoning cooked with Traditional Mexican Chorizo, and topped with Melted Cheese and Cilantro)	
Nashville Hot Cauliflower 	\$4.35
(Crispy Cauliflower, tossed in Nashville Hot Sauce, topped with Coleslaw and Cilantro)	
Signature	\$4.95
(Steak, Bacon, Pineapple, Onion, Cheese, Chipotle Mayo Sauce, Avocado and Cilantro)	
Filet Mignon	\$5.25
(Filet mignon steak with chimichurri sauce and pico de gallo)	

LUNCH SPECIAL

MON-FRI : 11AM - 3PM

\$9.99

3 TACOS, RICE & BEANS

Choice of Ground Beef, Grilled Chicken, Carnitas, Chorizo, Al Pastor, Grilled Veggie & Samosa Tacos

BURRITOS

Served with Mexican Blend Cheese, Lettuce, Beans, Tomato. EXTRA MEAT- \$2, MAKE IT A MEAL- \$3

Al Pastor	\$11
Grilled Chicken	\$11
Carnitas	\$11
Chorizo	\$11
Grilled Veggie 	\$11
Ground Beef	\$11
Paneer 	\$13
Steak	\$15
Shrimp	\$13
Chimichanga	\$12
(Topped with Queso Blanco dip)	
M.Y.O.B	\$15
(Make any Taco into a Burrito)	
Make it Suizo - \$2	

TORTAS

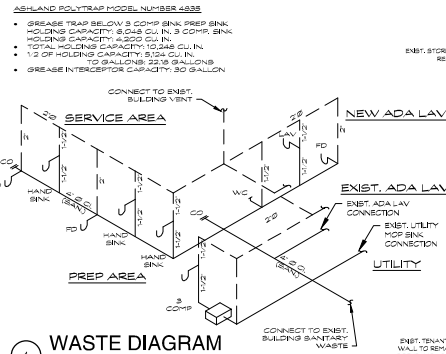
Served with Mexican Blend Cheese, Lettuce, Tomato, Beans, Avocado & Sour Cream
MAKE IT A MEAL - \$3

Al Pastor	\$12
Carnitas	\$12
Grilled Chicken	\$12
Milanesa	\$13
Chingon	\$13
Chorizo	\$12
Grilled Veggie 	\$12
Ground Beef	\$12
Paneer 	\$13
Grilled Steak	\$13
Signature	\$15

*OUR FOOD IS COOKED WITH OIL AND ALWAYS WITH THE PREPARATION OF ALLERGENS. BEFORE PLACING YOUR ORDER, PLEASE ADVISE YOUR ALLERGENS. IF YOU HAVE A FOOD ALLERGY, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND MAY VARY BY LOCATIONS. CONSUMING RAW OR UNDER COOKED MEATS, POULTRY, SEAFOOD OR SHELLFISH MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE MEDICAL CONDITIONS.

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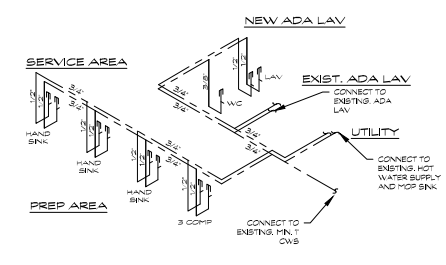
N.T.S.



NTS

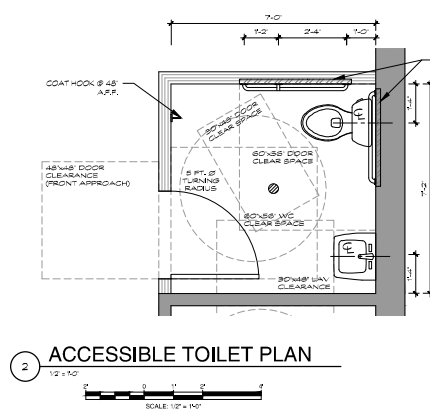
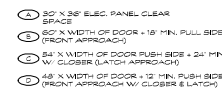
1. REPLACE ALL FUTURES USING EXISTING DRAIN, VENT, AND SUPPLY PIPING.
2. IF EXISTING PIPING BECOMES DAMAGED, REPLACE WITH THE FOLLOWING:
 - 2.1. ALL INTERIOR ABOVE GRADE WATER SUPPLY PIPING TO BE SCHEDULE 40 COPPER.
 - 2.2. ALL BELOW GRADE WATER SUPPLY PIPING TO BE SCHEDULE 40 COPPER.
 - 2.3. ALL INTERIOR ABOVE GROUND WASTE, DRAIN, AND VENT PIPING TO BE SCHEDULE 40 PVC.
 - 2.4. ALL UNDERGROUND WASTE, DRAIN, AND VENT TO BE CAST IRON.

- HOT WATER HEATER: EXISTING
- WATER CLOSETS: KOHLER WELLWORTH K-3520 OR EQUAL.
- VANITY BOWLS: KOHLER FARMINGTON K-2505 OR EQUAL.
- KITCHEN SINKS: KOHLER BROOKFIELD K-3524 OR EQUAL.
- SERVICE SINK / MOP SINK: ADVANCE TABCO



NTS

DOOR SCHEDULE						
TAG	SIZE			MATERIAL	FRAME	REMARKS
	WIDTH	X	HEIGHT			
E1	3'-0"		7'-0"	ALUM. / GLASS	HM	EXISTING STOREFRONT DOOR, VERIFY & S&S CLOSER, ADA HARDWARE & H.A./2" BUILT-UP THRESHOLD & FIN. 80 MIN FIRE DOOR
E2	3'-0"		7'-0"	METAL	HM	EXISTING REAR DOOR, VERIFY SELF-CLOSING, SELF-LATCHING, "IN. 80 MIN FIRE DOOR.
E3	3'-0"		7'-0"	METAL	HM	EXIST. TOILET DOOR, VERIFY & S&S CLOSER W/ PRIVACY LOCK
E4	3'-0"		7'-0"	METAL	HM	EXISTING MECH DOOR, VERIFY LEVER HARDWARE, PRIVACY LOCK & LOCKERED
E5	3'-0"		7'-0"	METAL	HM	EXIST. PREP AREA DOOR, VERIFY & S&S CLOSER W/ PRIVACY LOCK
1	3'-0"		7'-0"	METAL	HM	LEVER HARDWARE, PRIVACY LOCK & S&S CLOSER.
2	3'-0"		7'-0"	STAINLESS STEEL	HM	DOUBLE SWINGING TRAFFIC DOOR


$$Y^2 = 1$$


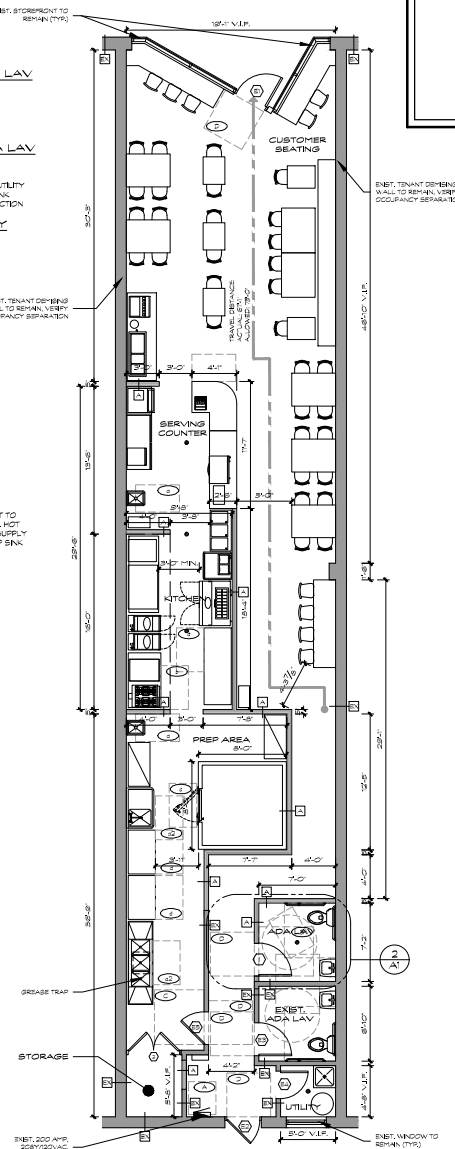
☐ a 30" X 48" SINK CLEAR SPACE (FORWARD)

☐ a2 30" X 48" SINK CLEAR SPACE (PARALLEL)

☐ b 30" X 48" RANGE CLEAR SPACE

☐ c 30" X 48" REFRIGERATOR FREEZER CLEAR SPACE (PARALLEL)

☐ d 30" X 48" WORK SURFACE CLEAR SPACE



319

EMPLOYEE LIQUOR HANDLING MANUAL



EMPLOYEE LIQUOR HANDLING MANUAL

SUMMARY

1. The licensee shall operate as a restaurant where the primary business activity will be the sale and service of food and where the sale of alcoholic beverages will only be incidental to the food service. The Licensee shall not operate in a manner where the sale of alcoholic beverages is the primary business activity
2. Kitchen to remain open during all hours that the business is open to the public, the licensee shall offer food preparation and service to its patrons
3. Licensee plans to include the following under their alcoholic beverage menu: Beer, Wine, Margaritas, Crafted Cocktails, Traditional Cocktails, Sipping Drinks, Flights and Sangrias
4. Licensee shall regularly monitor the exterior area around the premises during all of its business hours in order to address and abate noise, loitering and littering complaints about Licensee's patrons or employees
5. The Licensee hours of operation depends on each location - please refer to your manager regarding hours of operation
6. The Licensee shall have a Security System. The premises will have an operational security system in place to protect the building from intruders and a camera system to monitor staff and patron interaction There will be cameras at various locations throughout the premise Video footage will be maintained for 30 days, making it available to Village of Western Spring Police Department upon request
7. Alcohol Server Training. All restaurant staff will be BASSET or TIPS certified every three (3) years according to the State of Illinois, and will be trained with respect to the detection of fraudulent identification All restaurant staff will be trained to identify intoxicated patrons and will take proactive steps to prevent the intoxication of patrons
8. Non-Smoking Laws: The Licensee will enforce all applicable City and State non-smoking laws as they relate to both the interior and the exterior of the Premises.
9. Licensee will post a sign on the interior of the door to the restaurant that states,
"Please be advised that pursuant to State and City law no customer may leave Taco

Maya with an Alcoholic Beverage. Please dispose of any unused portion of your alcoholic beverage prior to leaving the restaurant. Thank you for your cooperation and for visiting us "

10. Additionally, licensee plans to follow the below:

- a. Report illegal activity
- b. Cooperate with all Village of Western Spring Village agencies
- c. No outdoor music/comply with city noise ordinance

INTRODUCTION

This manual has been prepared to provide guidance and training to employees of Taco Maya who are involved in serving alcohol in a business establishment. The sale and service of alcohol is a serious responsibility and it is important that employees understand their legal obligations and the best practices for serving alcohol safely and responsibly.

Section 1: Legal Requirements and Mandatory Basset Certification Requirements

- Employees should be familiar with the legal requirements for serving alcohol in their jurisdiction. This may include obtaining a license to sell alcohol, adhering to age restrictions, no toleration for adults sharing drinks with minors and following specific regulations related to the sale and service of alcohol.
- In Illinois, the Beverage Alcohol Sellers and Servers Education and Training (BASSET) certification is required for individuals who work in the sale or service of alcohol in the state. This includes bartenders, servers, and other employees who handle alcohol in restaurants, bars, and other establishments.
 - To become BASSET certified in Illinois, individuals must complete an approved training course provided by a BASSET-certified provider. The course covers topics such as state and local alcohol laws, responsible serving techniques, and the effects of alcohol on the body.
 - After completing the training course, individuals must pass a certification exam with a score of 70% or higher to receive their BASSET certification. The

certification is valid for three years and must be renewed before it expires to continue working in a position that requires BASSET certification.

- Requirements for obtaining BASSET certification is required every three (3) years in the State of Illinois. It's important to check with your local regulatory agency to determine the specific requirements for obtaining certification in your area.
- The legal drinking age is 21 years old. It is illegal to sell or provide alcohol to anyone under the age of 21, and it is also illegal for anyone under 21 to purchase, possess, or consume alcohol.
- Regardless if in the company of parents, those under 21 should not be allowed alcoholic beverages. It is not acceptable for adults to share alcoholic beverages with minors, as it is against the law and violates liquor compliance regulations. Minors are not legally permitted to consume alcohol, and sharing drinks with them will lead to confrontation with such parties that such practices are not permitted. Any alcoholic beverage in front of a minor will be immediately removed by the Taco Maya team. If the party persists, the Manager will remove the alcoholic beverage from the adult and refuse to accept further orders.
- Spirits and liquor must be delivered directly to the age-appropriate customer by a BASSET-trained employee.

Section 2: Responsible Service of Alcohol

It is important for employees to understand the importance of responsible service of alcohol.

This includes:

- Without exceptions employees can only serve alcohol to patrons over 21 years old.
 - ID such as a passport, drivers license or state ID must be checked for all guests, age verification must be done prior to taking alcohol orders.
 - Vertical IDs are not allowed at Taco Maya - if you are the age of 21 and come with an expired license that is vertical, this will not be accepted to purchase alcoholic beverages.
 - **Acceptable Identification:**

- Valid Illinois Driver's License (primary)
 - Valid State of Illinois Identification Card
 - Valid Out-of-State Drivers License (*always use ID checking guide to ensure the authenticity of any out of state identification)
 - Valid Passport (with photo)
- Service of Wine & Beer
 - Under the Class A License, customers may order beer and wine for pick-up from the counter.
- Service of Spirits & other Liquor
 - Alcoholic beverages may not be left unattended for customer self-service.
 - Employees are responsible for ensuring that all alcoholic beverages are delivered only to age-appropriate consumers.
- Monitoring customers for signs of intoxication
- Refusing service to customers who are visibly intoxicated
- Ensuring that customers are not served alcohol beyond legal limits
- Offering non-alcoholic beverage options

Section 3: Dealing with Difficult Situations

Employees should be trained in dealing with difficult situations that may arise when serving alcohol. This may include:

- Dealing with customers who become aggressive or belligerent
- Handling situations where customers are attempting to purchase alcohol for minors
- Managing conflicts that may arise between customers

However, because the ability to process alcohol varies greatly from person to person, the ultimate judgment rests with the bartenders, servers, and managers in the restaurant. As a rule of thumb, guests who have ordered a third drink should be watched closely and evaluated before serving another. Staff may alert management if guests have had more than three drinks.

Management may choose to chat with the guest and evaluate their level of intoxication. Managers can gauge the guest's fitness for driving and offer to arrange safe transport by cab, Uber or Lyft.

How to Cut Off Intoxicated Patrons: The goal is not to embarrass or create a negative experience for our intoxicated guest. At the same time, it is important that they understand that our staff is serious and they aren't getting any more drinks. If our bartender doesn't feel comfortable serving the next drink, close the tab. Serve them a glass of water with the check and a smile. Give a nice comment like "Thanks for coming in. We'll be happy to serve you again tomorrow." When serving drinks to a table a server and managers can offer to give the guest a non-alcoholic beverage in the house. Provide them with a glass of soda or lemonade. Bringing a large glass of water and an appetizer on the house as another hint that they should fill up with something alcohol-free.

Section 4: Preventing Liability

Employees should be trained to prevent liability for themselves and their establishment.

This may include:

- Properly checking identification to ensure customers are of legal age
- Refusing service to customers who are already intoxicated
- Not serving alcohol to pregnant women
- Following all legal requirements related to the sale and service of alcohol

Section 5: Liquor Service Hours:

- The Class A License in Western Springs permits liquor service only between 11:00 AM and 11:00 PM
- No alcoholic beverages may be served, sold, or delivered outside of these hours.

Recognizing Signs of Intoxication

Sometimes guests who are intoxicated need to leave the restaurant to maintain the quality of service for the rest of our diners.

It's important to remain confident when communicating with intoxicated guests. While intoxicated, adults regress to a childlike state. In this state they may be quick to anger if they perceive a confrontation. Let them know that you care about their situation and want them to have a safe night.

They may or may not remember the invitation, but the point is to extend a kindness that makes it clear they are not getting any more alcohol tonight and you'd like them to leave. If a guest who has been asked nicely to leave becomes confrontational, it's important not to let it ruin the night for other guests. Take the customer outside the restaurant and don't allow them back in.

If a drunk customer has become belligerent and violent, contacting law enforcement protects us and them. Police will deal with the drunk, making sure they don't harm themselves or others. Resist the temptation to engage with them or provoke a situation. But don't let them back in.

Conclusion:

The sale and service of alcohol is a serious responsibility. Employees should be properly trained to ensure they understand their legal obligations and are able to serve alcohol safely and responsibly. By following the guidelines set forth in this manual, employees can help ensure the safety of their customers and prevent liability for themselves and their establishment.

Employee Name: _____

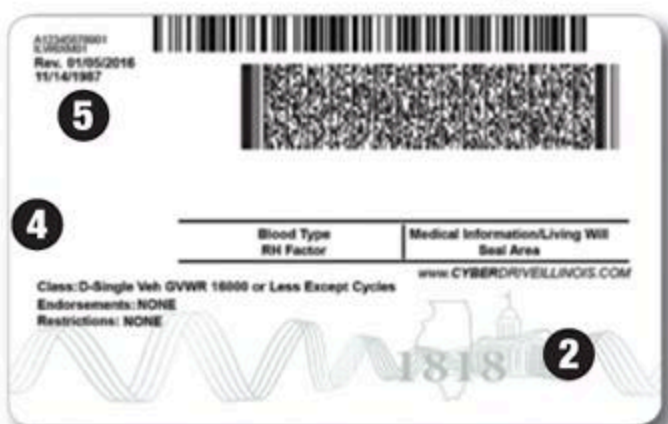
Employee Signature: _____

Features of the new driver's license

- 1) Larger photo along with smaller version of the same image.
- 2) To deter counterfeiting, design includes patterns and images, including 3) portrait of Lincoln and state seal.
- 4) Laser perforation in shape of Illinois, viewable when held up to light.
- 5) On back, person's photo and birth date viewable under ultraviolet light.



↑ Front Back ↓



How the new license will be issued

You'll no longer walk out of a Secretary of State's office with a new license. Here's how the new process will work.

- A) To renew your license, go to the local Secretary of State office, take required tests and have a photo taken.
- B) You'll be issued a paper copy of your new license and your old license will be returned to you with a hole punched in it. You'll use the two IDs until the new license arrives, even for air travel.



Example of a temporary license.

- C) Your information will be sent to a central unit in Illinois, where background checks will be run and the new license created.
- D) The new license should be mailed to you within 15 business days.

Source: Illinois Secretary of State

WESTERN SPRINGS LOCAL LIQUOR CONTROL COMMISSION
RECOMMENDATION NO. 25-04

Recommendation Relative To An Application For A New Class "A" (Full Service Restaurant With A Service Bar) Submitted By Taco Maya Springs LLC D/B/A Taco Maya For Operation Of Restaurant For The Retail Sale Of Alcoholic Liquor In A Restaurant For Consumption Only Within The Licensed Premises, Located At 4700 Gilbert Avenue Unit 44, Western Springs, Illinois.

WHEREAS, Taco Maya Springs LLC d/b/a Taco Maya (managing members: Nimesh and Vaibhav Patel) (the "Applicant") has filed a liquor license application (the "Application") and the required application fees with the Village of Western Springs ("Village") for a Class A" (Full Service Restaurant With A Service Bar) Liquor License. The Applicant requests to operate a restaurant for the retail sale of alcoholic liquor in a restaurant for consumption only within the restaurant located at 4700 Gilbert Avenue Unit 44, Western Springs, Illinois (the "Restaurant" or the "Licensed Premises"). The Application is incorporated herein by reference as **Group Exhibit "A"**.

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

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

WHEREAS, in regard to its investigation of and consideration of the Application, the Commission held a public meeting on August 25, 2025, pursuant to proper notice being posted in accordance with the Open Meetings Act. During this public meeting, the legal counsel for the Applicant made a presentation regarding its Application, the Village staff gave reports relative to the background check and investigative activities performed with respect to the Application, members of the Commission examined, under oath, the Applicant/Owner, its representatives and all other individuals who spoke during the public meeting, and an opportunity for public input was provided; and

WHEREAS, the necessary background check and fingerprinting of the representatives of the Applicant/Owner was performed by the Department of Law Enforcement Services. The Director of Finance has determined that the Applicant/Owner is not delinquent in the payment of the retailer's occupation tax, sales tax, or any other financial debt or obligation owed to the Village. On this information, the Applicant/Owner was found by Village staff to still be eligible for

a liquor license under the provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance, and the Applicant/Owner was found to be in compliance with the other applicable sections of the Village's Municipal Code; and

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

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

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

- A. *The Applicant would qualify for a Class "A" (Full Service Restaurant With A Service Bar) Liquor License under the provisions of the Illinois Liquor Control Act of 1934 and the Village's Liquor Control Ordinance.*

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

Class "D" (Limited – Service Restaurant License; Beer and Wine Only; No Patron or Service Bar) and Class "E" (Supermarket) Liquor Licenses

- A. **Approval** of the Applicant/Owner's Application for a Class "A" (Full Service Restaurant With A Service Bar) Liquor License.
- B. **Approval** by the Village Board and the Commissioner of the draft Ordinances, copies of which are attached to this Recommendation as part of **Group Exhibit "B"**, which is entitled:

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "A" (FULL SERVICE RESTAURANT WITH A SERVICE BAR) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A RESTAURANT FOR CONSUMPTION ONLY WITHIN THE LICENSED PREMISES LOCATED AT 4700 GILBERT AVENUE UNIT 44, WESTERN SPRINGS, ILLINOIS (APPLICANT: Taco Maya Springs LLC D/B/A Taco Maya)

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

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

PASSED by the Western Springs Local Liquor Control Commission at a meeting held on the 25th day of August, 2025.

VOTE: Brian J. Cronin, Doug DeRock and John F. Dixon

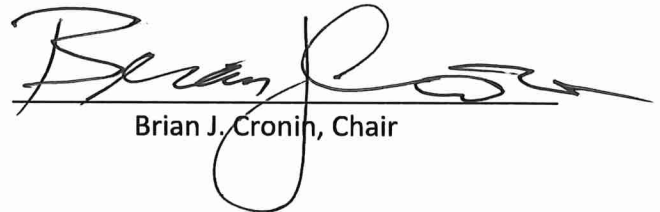
AYES: Cronin, Derock, and Dixon

NAYS: None

ABSENT: None

OTHER: None

The above vote has been certified by me this 25th day of August, 2025.



Brian J. Cronin, Chair

Group Exhibit "A"

**Liquor License Application for "A" (Full Service Restaurant With
A Service Bar) Liquor License and Attachments**

(incorporated herein by reference)

and

Group Exhibit "B"

Draft

ORDINANCE NO. 25-_____

**AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS
MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "A" (FULL SERVICE RESTAURANT
WITH A SERVICE BAR) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN
SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A
RESTAURANT FOR CONSUMPTION ONLY WITHIN THE LICENSED PREMISES LOCATED AT 4700
GILBERT AVENUE UNIT 44, WESTERN SPRINGS, ILLINOIS (APPLICANT: Taco Maya Springs LLC
D/B/A Taco Maya)**

(attached)

ORDINANCE NO. 25-_____

VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

DATE: September 22, 2025.

OTHER: Roll Call Vote.

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "A" (FULL SERVICE RESTAURANT WITH A SERVICE BAR) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A RESTAURANT FOR CONSUMPTION ONLY WITHIN THE LICENSED PREMISES LOCATED AT 4700 GILBERT AVENUE UNIT 44, WESTERN SPRINGS, ILLINOIS (APPLICANT: Taco Maya Springs LLC D/B/A Taco Maya)

WHEREAS, Taco Maya Springs LLC d/b/a Taco Maya (managing members: Nimesh and Vaibhav Patel) (the "Applicant/Owner") filed a liquor license application and the required application fee with the Village of Western Springs ("Village") for a Class "A" (Full Service Restaurant With A Service Bar) Liquor License (the "Application") for purposes of sale of alcoholic liquor in a restaurant for consumption only within the restaurant premises located at 4700 Gilbert Avenue Unit 44, Western Springs, Illinois (the "Restaurant" or the "Licensed Premises"). The Application is incorporated into this Ordinance by reference; and

WHEREAS, at its August 12, 2025, Meeting, the General Government Committee ("Committee") considered the Applicant/Owner's Application for a Class "A" (Full Service Restaurant With A Service Bar) Liquor License and then received and considered input from Village staff and provided an opportunity for public input regarding the Application. At the August 12, 2025, meeting, the Committee **recommended** that the Village Board **approve / deny** issue a Class "A" (Full Service Restaurant With A Service Bar) Liquor License to the Applicant/Owner; and

WHEREAS, the Local Liquor Control Commission (the "Commission") held a public meeting on August 25, 2025 in regard to the Application for the Class "A" (Full Service Restaurant With A Service Bar) Liquor License and issued its Recommendation No. 25-04 relative to the Application on that date. A copy of Recommendation No. 25-____ is incorporated by reference into this Ordinance. The Commission **recommended** that the Village Board **approve/deny issue** a Class "A" (Full Service Restaurant With A Service Bar) Liquor License to the Applicant/Owner, subject to the conditions set forth in Recommendation No. 25-____; and

WHEREAS, the Local Liquor Control Commissioner has reviewed the Application and Recommendation No. 25-_____ issued by the Commission and the Committee's recommendation and is supportive of Village Board approval of the issuance of a Class "A" (Full Service Restaurant With A Service Bar) Liquor License to the Applicant/Owner; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs find that the Applicant/Owner is eligible to hold a Class "A" (Full Service Restaurant With A Service Bar) Liquor License, and is also in good standing with the Village and the Local Liquor Control Commissioner.

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

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

SECTION 2: Approval of Amendment to Liquor License Ordinance. The President and Board of Trustees approve an amendment to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A(1a) (Limitation on Number of Licenses) of the Western Springs Municipal Code to increase the number of Class "A" (Full Service Restaurant With A Service Bar) Liquor Licenses that can be issued by the Local Liquor Control Commissioner from zero (0) to one (1) for purposes of the issuance of a Class "A" (Full Service Restaurant With A Service Bar) Liquor License to Taco Maya Springs LLC d/b/a Taco Maya to permit the sale at retail of alcoholic liquor in a restaurant for consumption only within the Licensed Premises located at 4700 Gilbert Avenue Unit 44, Western Springs, Illinois. Upon issuance of the Class "A" (Full Service Restaurant With A Service Bar) Liquor License by the Local Liquor Control Commissioner, Section 4-1-10A(1a) (Limitation on Number of Licenses) of the Western Springs Municipal Code shall be created to read, in its entirety, as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

"a Taco Maya Springs LLC d/b/a Taco Maya for a restaurant located at 4700 Gilbert Avenue unit 44, Western Springs, Illinois."

SECTION 3: Authorization to Issue New Class "A" (Full Service Restaurant With A Service Bar) Liquor License Subject to Conditions. The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class "A" (Full Service Restaurant With A Service Bar) Liquor License created under Section 3 of this Ordinance to Taco Maya Springs LLC d/b/a Taco Maya for the sole purpose of permitting the sale at retail of alcoholic liquor in a restaurant for consumption only within the Licensed Premises located at 4700 Gilbert Avenue Unit 44, Western Springs, Illinois, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 4.

SECTION 4: Conditions for New Class "A" (Full Service Restaurant With A Service Bar) Liquor License and Applicant. The Local Liquor Control Commissioner shall not issue the Class A" (Full Service Restaurant With A Service Bar) Liquor License to Taco Maya Springs LLC d/b/a Taco Maya until the following conditions are satisfied, which conditions must be complied with for the duration of the Liquor License (as applicable):

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

B. The Applicant/Owner shall obtain and maintain a business license from the Village for the Licensed Premises.

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

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

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

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

G. All retail sales of alcoholic liquor pursuant to the Class "A" (Full Service Restaurant With A Service Bar) Liquor License shall take place within the Restaurant Establishment at 4700 Gilbert Avenue Unit 44, Western Springs, Illinois.

H. Alcoholic liquor shall be sold by the Basset-trained staff who are at least 21 years old. The staff shall sell alcoholic liquor only to patrons who are 21 years old or older.

I. Hours: The operation of the convenience retail liquor sales shall be permitted only for **Regular Hours Of Operation between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (11:00) A.M. (midnight) on Mondays through Sundays, except a licensee shall be permitted to sell, give away or offer for sale alcoholic liquor within the licensed premises between the hours of eleven o'clock (11:00) P.M. on New Year's Eve Day and one o'clock (1:00) A.M. on New Year's Day.**

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

K. If within **one hundred eighty (180) calendar days of the approval date of this Ordinance** the Local Liquor Control Commissioner has not issued the A" (Full Service Restaurant With A Service Bar)Liquor License to the Applicant/Owner or advised in writing of their intention to issue the Class A" (Full Service Restaurant With A Service Bar) Liquor License upon satisfaction of one or more conditions then this Ordinance shall automatically become null and void without any further action or notice by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.

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

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

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

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

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 22nd day of September, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 22nd day of September, 2025.

Edward Tymick, Village Clerk

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

We, Nimesh and Vaibhav Patel, have read the conditions set forth in the above-referenced Ordinance, including those contained in Section 4, and agree to be bound by the same.

Taco Maya Springs LLC d/b/a Taco Maya (Applicant/Owner)

By: _____
Nimesh Patel, Managing Member

By: _____
Notary Public

Date: _____

Date: _____

Commission Expires: _____

By: _____
Vaibhav Patel, Member

By: _____
Notary Public

Date: _____

Date: _____

Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE NUMBER OF CLASS "A" (FULL SERVICE RESTAURANT WITH A SERVICE BAR) LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS FOR THE RETAIL SALE OF ALCOHOLIC LIQUOR IN A RESTAURANT FOR CONSUMPTION ONLY WITHIN THE LICENSED PREMISES LOCATED AT 4700 GILBERT AVENUE UNIT 44, WESTERN SPRINGS, ILLINOIS (APPLICANT: Taco Maya Springs LLC D/B/A Taco Maya)

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 22nd day of September, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 22nd day of September, 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 22nd day of September, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 8, 2025

AGENDA ITEM 6.B.

To: Board of Trustees

From: Jill Izzo, Village Clerk

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Daisy Chavez, Assistant to the Village Manager

RE: Lyons Township Football Pride Club Raffle Application (Omnibus Item)

Recommendation

Consider a recommendation to approve the Lyons Township Football Pride Club raffle application and waiver of fee and bond requirement.

Summary

The Village received an application and letter of intention from the Lyons Township Football Pride Club ("Applicant") to conduct 50/50 raffles during the Lyons Township High School football season to take place during football games.

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.

The Applicant has requested a waiver of the \$25 raffle license application fee and the requirement to post bond. Pursuant to Section 3-12-3 of the Village code, the corporate authorities, only by unanimous vote, may waive the license fee and bond requirement. The Applicant has stated in its application that their fee waiver request is based on the fact that they are a non-profit, parent-run organization raising money to offset the cost of the football program for students and their families. The Applicant requested a waiver of the requirement to post bond stating that the Raffle Manager is a volunteer, non-paid position.

The Applicant 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 approve the Lyons Township Football Pride Club raffle application and waiver of fee and bond requirement.

Strategic Plan Alignment

None.

File Attachments

1. LT Football Pride Club Raffle Application
2. Village Raffle Application (2)
3. Resolution No. 2025- _____ re Approval of the Issuance of a Raffle License (LTHS Lions Pride Booster Club) (BOT Appr. 9.8.25)



VILLAGE OF WESTERN SPRINGS
APPLICATION FOR LICENSE TO CONDUCT RAFFLE

1. Name of Organization: Lyons Township Football Pride Club
2. Address: 4151 Western Ave 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: 10+
6. Place and Date of Incorporation: ~~Western~~ LaGrange IL 2005
7. Number of Members in Good Standing: (Approx. number of families) 250
8. President/Chairperson: Kristen Graves

<u>4151 Western Ave Western Springs</u>	Name
Address	<u>760 840 1999</u>
<u>351 78 9496</u>	Telephone
Social Security Number	<u>9/16/73</u>
	Date of Birth
9. Raffle Manager: Kristen Graves

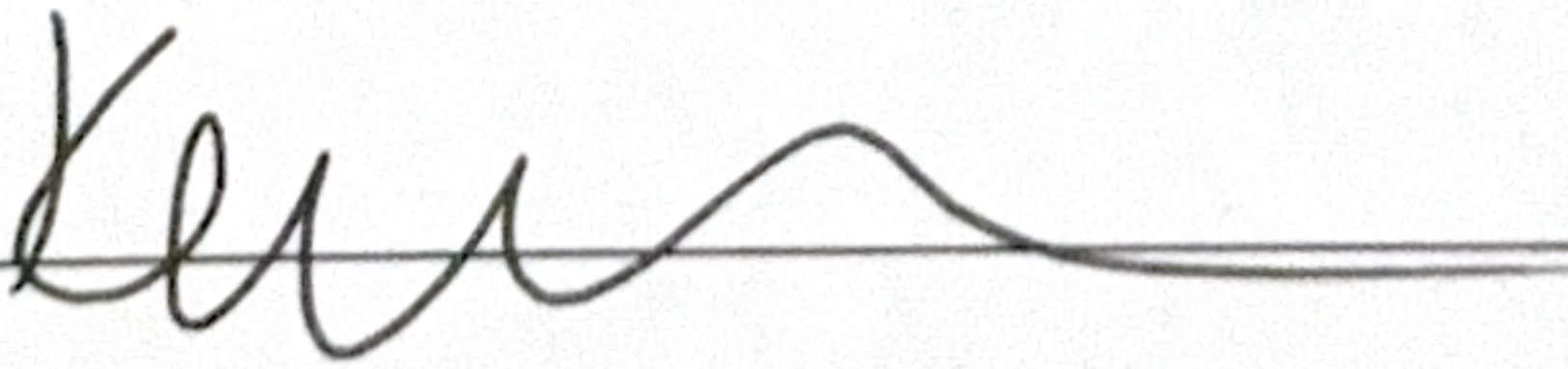
<u>4151 Western Ave Western Springs</u>	Name
Address	<u>760 840 1999</u>
<u>351-78-9496</u>	Telephone
Social Security Number	<u>9/16/73</u>
	Date of Birth
10. Designate Organization Member(s) Who Will Be Responsible for Conduct and Operation of Raffle(s) (attach additional sheet if necessary):
Katy Hillmann

<u>4520 Raymond Brookfield</u>	Name
Address	<u>60513</u>
<u>330-66-6826</u>	Telephone
Social Security Number	<u>7/16/77</u>
	Date of Birth
11. Date(s) For Raffle Ticket Sales (max. 180 days): 10/17, 10/24 and
any home playoff games through 11/30/25

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):
Lyons Township High School South Campus
13. Date(s) and Time(s) of Raffle(s) (date(s) for determining winners): Home football games, drawing immediately after 3rd quarter
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))):
Bennett Field Lyons Township High School / South Campus
Location 4900 S Willow Springs Road. Address Telephone
15. Total Retail Value of ALL Prizes Awarded in Raffle (max. \$200,000): \$250 minimum - \$3000 maximum
16. Maximum Retail Value of EACH Prize Awarded in Raffle (max. \$100,000): \$3000
17. Maximum Price Charged for Each Chance Sold (max. \$500): \$10 per entry
18. Request to Reduce/Waiver of License Fee (\$25 fee; state reason):
Volunteer organization with funds going back to school football program
19. Request to Reduce/Waiver of Bond for Raffle Manager (See, Section 3-12-3(G); state reason): Western Springs Resident for over 20 years. Student at LTHS
20. Volunteer organization with funds going back to school football program
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.

Lyons Township Football Pride Club
Name of Organization

Kristen Graves 
Presiding Officer

Katy Hillmann
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: _____



LTHS Football Pride Club

4151 Western Ave
Western Springs, IL 60558

September 3, 2025

To whom it may concern,

Lyons Township Football Pride Club is a parent led volunteer organization that raises funds for the LTHS Boys Football Team. Our mission is to provide any student at Lyons Township High school that would like to play football with a meaningful team experience on and off the field and to ensure that no student is prohibited from fully participating in the football program for financial or logistical reasons. Our club provides cleats, summer camp fees, meals, rides, and team building activities and general financial support for all student athletes and their families when needed.

The Pride Club would like to do a 50/50 raffle at Varsity home games to raise funds for the program. We would like to hold our first raffle at Bennett Field on 10/17 and continue through the end of the 2025 season. Tickets will be \$10 per entry and the drawing will be held immediately following the end of the third quarter at each game.

The general outline of the raffle is as follows:

Who Can Buy: Participants must be 18 years or older to purchase a ticket. Participants will keep one half of ticket, Pride Club will keep the other half and put it into a secure container.

Prize: The winner will receive 50% of the total cash proceeds from the sale of all raffle tickets. The remaining 50% will go to the LT Football Pride Club.

Winner Selection: The winning ticket will be drawn immediately following the third quarter of the LTHS Varsity Football Game and announced over the PA system. The winner must be present to claim their prize.

Non-Transferable: The prize is non-transferable.

Please let me know if there are any additional questions or processes we need to follow in order to receive approval on these fundraising events. I can be reached at 760-840-1999 or at kgraves710@gmail.com

As always, GO LT!

Kristen Graves
Co-President
Lyons Township Football Pride Club

Cc: Cindy Stamm, Co-President

RESOLUTION NO. 25-

VOTE: Roll call vote.

VOTING AYE:

VOTING NAY:

ABSTAIN:

ABSENT:

DATE: September 8, 2025

OTHER: Published in pamphlet form

**APPROVING THE ISSUANCE OF A RAFFLE
LICENSE UNDER TITLE 3 (BUSINESS
REGULATIONS), CHAPTER 12 (CHARITABLE
GAMES, RAFFLES, BINGO AND OTHER GAMES
OF CHANCE REGULATIONS) SECTION 3-12-3
(RAFFLES) OF THE WESTERN SPRINGS
MUNICIPAL CODE OF 1997, AS AMENDED, FOR
APPLICANT LYONS TOWNSHIP FOOTBALL PRIDE
CLUB FOR RAFFLE EVENT (RAFFLE START DATE:
OCTOBER 17, 2025, RAFFLE END DATE:
NOVEMBER 30, 2025; WITH A LICENSE FEE
WAIVER AND BOND WAIVER**

WHEREAS, Lyons Township Football Pride Club (“Applicant”) has filed an application with the Village of Western Springs (the “Village”) for a Village business license to conduct a raffle in accordance with the regulations set forth in Title 3 (Business Regulations), Chapter 12 (Charitable Games, Raffles, Bingo And Other Games Of Chance Regulations), Section 3-12-3 (Raffles) of the Western Springs Municipal Code of 1997, as amended, (the “Code”) and the Illinois Raffles Act (230 ILCS 15/1 *et seq.*). In its application, the Applicant has requested a waiver of the \$25.00 business license fee and a waiver of the bond requirement; and

WHEREAS, the Applicant is an organization that is eligible to hold a raffle license under the Code and desires to conduct a 50/50 raffle during football games on the following dates: October 17, 2025, October 29, 2025, and playoff games ending on November 30, 2025. Location of Raffle: Bennett Field, Lyons Township High School, 4900 Willow Springs Road, Western Springs, IL 60558; Dates of Sale of Chances/Tickets October 17, 2025, October 29, 2025, and playoff games ending on November 30, 2025. Drawings to be held on the same day and location as Dates of Sale.

WHEREAS, pursuant to the Code and only upon a unanimous vote, the President and Board of Trustees of the Village of Western Springs have the authority to waive or reduce the \$25.00 raffle license fee (Section 3-12-3(C)(2)) and waive or reduce the bond requirement (Section 3-12-3(G)) for a raffle; and

WHEREAS, the Board of Trustees of the Village considered the Applicant’s application at a public meeting held on September 8, 2025, at which the opportunity for public input was provided, and voted to recommend approval of the issuance of a Village business license to allow the Applicant to conduct the raffle and also recommended approval of the waiver of the \$25.00 license fee and the waiver of the bond requirement due to the small size of the raffle being conducted and the desire of the Applicant to have the maximum amount of the raffle proceeds used for charitable purposes; and

WHEREAS, in accordance with the Village’s general statutory police powers and authority granted by Title 3 (Business Regulations), Chapter 12 (Charitable Games, Raffles, Bingo And Other Games Of Chance Regulations), Section 3-12-3 (Raffles) of the Western Springs Municipal Code of 1997, as amended, and the Illinois Raffles Act (230 ILCS 15/1 *et seq.*), the President and Board of Trustees of the Village of Western Springs find that it is in the best interests of the Village to approve the Applicant’s application for a raffle license as set forth below.

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

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

SECTION 2: The President and Board of Trustees of the Village of Western Springs approve the application for a business license filed by Lyons Township Football Pride Club (the "Applicant") and authorize the issuance of a Village raffle license to the Applicant for the raffle identified in the application, subject to the following conditions:

- A. Waiver of the \$25.00 raffle license fee set forth in Section 3-12-3(C)(2)) of the Code.
- B. Waiver of the bond requirement set forth in Section 3-12-3(G)) of the Code for the raffle.
- C. The Applicant's compliance with the other regulations set forth in Section 3-12-3 of the Code and the Illinois Raffles Act (230 ILCS 15/1 *et seq.*).

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by State law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 8th day of September, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Village President Heidi Rudolph

ATTEST:

Village Clerk Edward Tymick

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, the 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--

**APPROVING THE ISSUANCE OF A RAFFLE LICENSE UNDER TITLE 3 (BUSINESS REGULATIONS),
CHAPTER 12 (CHARITABLE GAMES, RAFFLES, BINGO AND OTHER GAMES OF CHANCE REGULATIONS)
SECTION 3-12-3 (RAFFLES) OF THE WESTERN SPRINGS MUNICIPAL CODE OF 1997, AS AMENDED,
FOR APPLICANT LYONS TOWNSHIP FOOTBALL PRIDE CLUB
FOR RAFFLE EVENT (RAFFLE START DATE: OCTOBER 17, 2025; RAFFLE END DATE: NOVEMBER 30, 2025
WITH A LICENSE FEE WAIVER AND BOND WAIVER**

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 8th day of September 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 8th day of September 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 8th day of September, 2025

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 8, 2025

AGENDA ITEM 7.A.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: Library .02% Building Maintenance Levy (Omnibus Item)

Recommendation

The Finance Committee reviewed this item at their meeting on August 27, 2025, and recommended the approval of the Library's intent to levy a Building Maintenance Tax in the amount of .02%.

Summary

The Thomas Ford Library Board passed a resolution at the June 24, 2025 meeting requesting that the Village Board levy a Building Maintenance Tax in the amount of .02% of the value of all taxable property in the Village for the purpose of maintaining, repairing, equipping, and/or altering the Library building. This levy is allowable under section 5/3-4 of Illinois Library Law.

The .02% levy request is to be collected in the fiscal year January 1, 2026 to December 31, 2026.

The Village Board, as the corporate authority, is responsible for approving and publishing the Library's levy request as the Village includes the Library's levy within the Village's annual levy.

If approved, the publication to levy such a tax will be provided to a local newspaper and shall be effective within thirty (30) days after publication, provided a petition of more than 1,093 or more electors is not filed. Historically, this levy request has been approved.

This item was discussed at the August 25, 2025 Finance Committee Meeting and the committee recommended the item be placed on the Village Board of Trustees agenda for consideration.

Financial Impact

No impact on the Village financials. The amount would be included in the 2025 Levy request.

Recommended Motion

I move to approve the Library's request to levy a Building Maintenance Tax in the amount of .02%.

Strategic Plan Alignment

File Attachments

1. Library Letter Intent to Levy
2. Resolution No. 25-____ re Thomas Ford Memorial Library Building Equipment Maintenance Construction Tax Levy for FY 2025 (BOT Appr. 9.22.25)(2064379.1



Thomas Ford
MEMORIAL LIBRARY

you
belong
here

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

June 25, 2025

Dear Ellen,

This letter serves as notice that at its June 24, 2025 meeting, the Thomas Ford Library Board passed a resolution requesting that the Village Board levy a Building Maintenance Tax in the amount of .02% of the value of all taxable property in the Village for the purpose of maintaining, repairing, equipping, and/or altering the Library building. This is allowable under section 5/3-4 of Illinois Library Law.

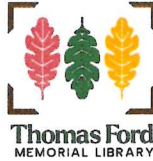
As you know this requires action by your Board as well as publication of the intent to levy such a tax.

If you need more information from me, please let me know. Also, I am sending a copy of this letter to John Mastandona Village Finance Director, so that he is aware of this request. I have attached an excerpt of the June 24, 2025, Library Board minutes containing the resolution for your files.

Sincerely,

Ted Bodewes
Library Director

C: John Mastandona



Thomas Ford Memorial Library
Board of Trustees Minutes
June 24, 2025

Carroll called the meeting to order at 7:01 p.m.

Present: Baker, Carroll, Donnelly, Fuelleman, Graziani, Hendrick
Also present: Bodewes, Lewandowski, Wenslauskis (7:10-7:20p.m.)

Absent: Montgomery

[Excerpted...]

New Business

Resolution for .02% Building Maintenance Levy

Every year the Library must request the Village to levy a tax for the maintenance of this public building. The Library, through the Village, has levied this tax for many years.

MOTION: Building Maintenance Levy

Donnelly moved that a Building Maintenance tax in the amount of .02% of the value of all taxable property in the Village be levied for the purpose of maintenance, repairs, and alterations of the Library building and equipment for the fiscal year beginning January 1, 2026. Baker seconded the motion.

Roll Call:

Baker AYE
Carroll AYE
Donnelly AYE
Fuelleman AYE
Graziani AYE
Hendrick AYE
All approved.

Respectfully submitted,

Kathleen Lewandowski
Recording Secretary

DRAFT 8.19.2025
RESOLUTION NO. 25-

VOTE:

AYE:

NAY:

ABSENT:

ABSTAIN:

DATE: September 22, 2025

OTHER: Published in pamphlet form.

A RESOLUTION DETERMINING TO LEVY AN
ADDITIONAL LIBRARY TAX FOR
CONSTRUCTION, MAINTENANCE, REPAIRS AND
ALTERATIONS OF LIBRARY BUILDINGS AND
EQUIPMENT FOR THE FISCAL YEAR
COMMENCING JANUARY 1, 2026 AND ENDING
DECEMBER 31, 2026

WHEREAS, the Board of Library Trustees of the Thomas Ford Memorial Library of the Village of Western Springs ("Library") has determined that it is necessary to levy an additional .02% tax for construction and equipment of library buildings for maintenance, repairs and alterations of library buildings and equipment; and

WHEREAS, the Board of Library Trustees has requested that the President and Board of Trustees of the Village of Western Springs levy such a tax.

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

SECTION 1. Incorporation. The Whereas paragraphs above are incorporated herein by reference and made a part of Section 1 of this Ordinance.

SECTION 2. Tax Levy Request. The Board of Library Trustees of the Thomas Ford Memorial Library of the Village of Western Springs proposes to levy an additional .02% tax for the purchase of sites and buildings, for the construction and equipment of library buildings, for the rental of buildings required for library purposes, and for maintenance, repairs and alterations of library buildings and equipment.

SECTION 3. Tax Levy Determination and Approval. The Board of Trustees of the Village of Western Springs has determined and agreed to levy said .02% tax for the fiscal year commencing January 1, 2026 and ending December 31, 2026, subject to the provisions for referendum contained in 75 ILCS 5/3-4.

SECTION 4. Effective Date and Publication; Back Door Referendum. This Resolution shall be published within fifteen (15) days after its adoption as provided by law and shall be effective within thirty (30) days after such publication; provided, however, if a petition signed by 1,093 or more electors of the Village of Western Springs is filed within thirty (30) days after publication of this Resolution, then the question of whether this Resolution shall become effective shall be submitted to the electors of the Village of Western Springs at an Election to be held on March 17, 2026. The Secretary of the Board of Trustees of the Thomas Ford Memorial Library (Western Springs Public Library) will provide a petition form to any individual requesting one.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a

Regular Meeting thereof, held on 22nd day of September, and approved by me as President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

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

Edward Tymick, Village Clerk

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION DETERMINING TO LEVY AN ADDITIONAL LIBRARY TAX
FOR CONSTRUCTION, MAINTENANCE, REPAIRS AND ALTERATIONS
OF LIBRARY BUILDINGS AND EQUIPMENT FOR THE FISCAL YEAR
COMMENCING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 22nd day of September, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 22nd day of September, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 8, 2025

AGENDA ITEM 9.A.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance

RE: Contract with Martam Construction, Inc. for the Burlington Avenue Raised Pedestrian Crossing and Concrete Pavement Repairs [Omnibus Item]

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on August 27, 2025 and recommended the approval of the lowest responsive bid provided with was within budget.

The lowest responsive bid received for the Burlington Avenue Raised Pedestrian Crossing and Concrete Pavement Repairs Project was received from Martam Construction, Inc. from Elgin, Illinois in an amount not to exceed \$374,018.40.

Summary

Included in the FY 2025 budget are funds for three separate small-scale infrastructure improvement projects that each involve concrete flatwork construction. These projects have been combined into a single project to achieve better economies of scale and therefore better contract unit pricing for the work. The project is titled "Burlington Avenue Raised Pedestrian Crossing and Concrete Pavement Repairs" ("Project").

Site 1 - Burlington Avenue Raised Crosswalk Construction

The work includes construction of a new raised crosswalk on Burlington Avenue south of the west underpass. The work also includes new sidewalk on the south side of the street which will connect to the Spring Rock Park path system just west of the crosswalk. This project aims to provide improved safety for residents using the west underpass to get to and from Spring Rock Park. The contract documents call for this work to be completed by November.

Site 2 - Hillgrove Avenue Concrete Pavement Repairs

Portions of the concrete parking areas on the south side of Hillgrove Avenue between Wolf Road and Howard Avenue require repair and or replacement of deteriorated concrete. Repairs between Wolf Road and Franklin Avenue will be completed this year and repairs between Franklin Avenue and east of Howard Avenue will be included in the project, but the work won't commence until next summer to avoid conflicts with Field Park Elementary school.

Site 3 - Fire Station 1 Driveway Repairs

The driveway pavement near the south driveway apron at Fire Station 1 is in disrepair. The

pavement will be removed and replaced with new concrete pavement. A small portion of sidewalk near the back door of Village Hall will also be removed and replaced at the same time. The contract calls for this work to be completed by November.

The project was advertised to bidders on August 15, 2025 in the Chicago Sun Times newspaper. It was also posted on the Village's website. A total of 11 firms purchased bidding documents. Bids were opened on September 3, 2025 and three bids were received.

Contractor	Bid Amount
Martam Construction, Inc. Elgin, IL	\$374,018.40
Landmark Contractors, Huntley, IL	\$440,779.36
Alliance Contractors, Inc., Woodstock, IL	\$535,913.68

Staff is recommending the project be awarded to the lowest responsive bidder, Martam Construction from Elgin, Illinois. The low bid is higher than anticipated, however there are adequate funds available to complete the work.

Financial Impact

Funding for the project is provided in the Village's FY 2025 Budget in the 4104310-62010 Land Improvements and 4102375-60011 Roadway Construction accounts. Staff has reviewed the status of both funds and has determined the two funds can support the Project and a budget amendment is not required.

Recommended Motion

I move to approve the award of a contract for the Burlington Avenue Raised Pedestrian Crossing and Concrete Pavement Repairs Project to the lowest responsive bidder, Martam Construction, Inc. from Elgin, Illinois for an amount not to exceed \$374,018.40.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. doc01874020250904144701
2. Resolution No. 25-____ re Approval of Lowest Cost Qualified Responsive Bid and Approval and Authorization of Execution of Constr

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Martam Construction, Inc.
1200 Gasket Dr.
Elgin, IL 60120

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
1411 Opus Pl, Ste 450
Downers Grove, Illinois 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Burlington Ave Raised Pedestrian Crossing

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of September, 2025

(Witness)

(Witness)

Maria A. Gonzalez

Martam Construction, Inc.

(Principal)

By:

(Title)

Travelers Casualty and Surety Company of America

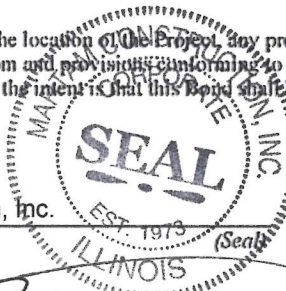
(Surety)

By:

(Title)

James I. Moore

Attorney-in-Fact



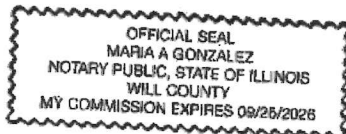
State of Illinois

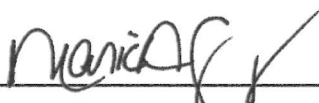
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Maria A. Gonzalez Notary Public of DuPage County, in the State of Illinois,
do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and
Surety Company of America who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 3rd day of September, 2025.




Notary Public Maria A. Gonzalez
My Commission expires: September 25, 2026



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **James I. Moore** of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **4th** day of **March**, 2024.



State of Connecticut

City of Hartford ss.

By: 
Bryce Grissom, Senior Vice President

On this the **4th** day of **March**, 2024, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

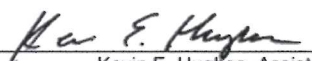
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **September 3**, 2025




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

MATERIAL TRANSFER FORM

TO: Village of Western Springs DATE: 10/18/2023
FROM: The Bartech Group PROJ: Ped. Tunnel
Kevin Shaffrey BTG #: 20-114
Subject: Spare material

DESCRIPTION

Quantity	Description
2	Housing, PPB, 3" Standard Round, BLACK
2	Ped PB, 3", DCC 200, SS Snapp Switch, BLACK
2	Duel 12" Separate Vertically Mounted Beacons, 40
2	12" Side-Arm bracket for Round Signal Head & Solar Engine, BLACK
2	12" Side-Arm bracket for Round Signal Head
4	12 Volt 18 Amp Hour AGM Battery with Leads (40)

Print

sign

BTG REP. Kevin ShaffreyBTG REP. Kevin ShaffreyW.S. REP. [Signature]W.S. REP. LOUIS HANSEN

**TRAFFIC CONTROL
CORPORATION**

10435 ARGONNE WOODS DRIVE
WOODRIDGE IL 60517
630-543-1300 Fax: 630-543-5050

Pack Slip: 121499

Packing Slip

Page: 1 of 1

Ship To: 16668
THE BARTECH GROUP OF ILLINOIS INC
WOODRIDGE IL 60517
USA

Phone:
Fax:
Email:

Sold To: THE BARTECH GROUP OF ILLINOIS INC
236 EAST 161ST PLACE
SOUTH HOLLAND IL 60473
USA

Phone: 708-940-4646
Fax: 708-56-5379
Email: E.RANIES@BARTECHGROUP.BIZ

Ship Date: 10/17/2023
Ship Via: CUSTOMER PICKUP
FOB: DESTINATION-FRT INCLUDED

Your PO: 20114M-JV-004
Sales Order: 735997
Sales Rep: ANDRE SANTOS

Item	Part Number/Description	Planned Qty	Shipped Qty	PO Line
------	-------------------------	-------------	-------------	---------

1	SPFB X0326899 (PARTIAL) SOLAR-POWERED FLASHING BEACON ASSYQUOTING PEDESTRIAN PUSHBUTTON WITH 3" HOUSING (BLACK)DUAL 12" SOLAR POWER BEACON ASSEMBLY (BLACK) WITH YELLOW LEDSIGNAGE BY OTHERS	2.00 EA	2.00 EA	
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Order Line 1 Line Rel 1 Job No 735997-1-1

Item	Part Num	Description	Required Qty	Issued Qty
10	F96345	HOUSING, PPB, 3in STANDARD ROUND. BLAC	2.00	2.00
20	F27892	PED PB, 3in, DCC 200, SS SNAP SWITCH, BLAC	2.00	2.00
40	AB-7412-40	Dual 12" Separate Vertically Mounted Beacons,40	2.00	2.00
50	MNT-SMB-SH +SOL-12	12" Side-arm bracket for Round Signal Head & Solar Engine, BLACK	2.00	2.00
60	MNT-SMB-SH-12	12" Side-arm bracket for Round Signal Head	2.00	2.00
70	BATT-12-18	12 Volt 18 Amp Hour AGM Battery with Leads (40	4.00	4.00

RECEIVING DEPARTMENT: Inspect material immediately. Damages must be recorded on freight documents. Shortages or other exceptions must be reported within 72 hours of delivery.

THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR BURLINGTON AVENUE RAISED PEDESTRIAN CROSSING AND CONCRETE PAVEMENT REPAIRS

TABLE OF CONTENTS

LEGAL NOTICE	1
CONTRACT	2
INSTRUCTIONS TO BIDDERS	3
GENERAL PROVISIONS	9
BID FORM	13
BID CERTIFICATION FORM	17
REFERENCE SUBMITTAL	18
BUSINESS ORGANIZATION	19
CERTIFICATION OF ELIGIBILITY	20
TO ENTER INTO PUBLIC CONTRACTS	20
EQUAL EMPLOYMENT OPPORTUNITY	21
CERTIFICATION OF COMPLIANCE WITH THE	23
ILLINOIS PREVAILING WAGE ACT	23
INSURANCE REQUIREMENTS	24
PROPOSAL BID BOND	26
SPECIAL SPECIFICATIONS	28
DEFINITIONS	28
COMPLETION DATES AND MAXIMUM CLOSURES ALLOWABLE FOR PROJECT	
WORK	28
FAILURE TO COMPLETE THE WORK ON TIME	29
PARTIAL DEPTH CONCRETE PAVEMENT REPAIR	29
COMBINATION CONCRETE CURB AND GUTTER – ALL TYPES	32
CURB AND GUTTER REMOVAL (SPECIAL)	33
METAL PLATE REMOVE AND REINSTALL	33
DRAINAGE STRUCTURES TO BE ADJUSTED	34
ORNAMENTAL FENCE, SPECIAL	34
PRECAST CONCRETE PARKING BLOCK	35
CONSTRUCTION LAYOUT	35
MISCELLANEOUS ADDITIONS AT THE VILLAGE'S DISCRETION	37
VANDALISM	37
MAINTENANCE OF ROADWAYS	38
TRAFFIC CONTROL AND PROTECTION, SPECIAL	38
REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL	40
PREPARATION OF BASE (SPECIAL)	40
PAVEMENT REMOVAL	41
REINFORCEMENT STEEL - SPECIAL (ALL TYPES)	41
CLASS B PATCHES, TYPE I, II, AND III , 8 INCH (SPECIAL)	41
CLASS B PATCHES, TYPE IV, 8 INCH (SPECIAL)	41
CLASS B PATCHES, 10 INCH (SPECIAL)	42
PARKWAY RESTORATION (SEPCIAL)	42
RECTANGULAR RAPID FLASHING BEACON SYSTEM INSTALLATION	43

VILLAGE OF WESTERN SPRINGS

LEGAL NOTICE

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following project(s): Burlington Avenue Raised Pedestrian Crossing and Concrete Pavement Repairs.

Bids will be received until **10:00 A.M.** Prevailing Local Time on the **3RD day of September, 2025** by mail or delivered by hand to the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 immediately after which time and at such place all bids will be publicly opened and read aloud. Bids shall be submitted in an opaque, sealed envelope plainly marked with the title of the project. Plans and proposal forms are available electronically for a \$22 fee from QuestCDN #9836050 via www.questcdn.com or www.tinyurl.com/wsbids. All bids packages must be obtained directly through QuestCDN's website by the bidder in order for the bidder's name to appear on the official plan holder list. Any bid received from a bidder that is not on the official QuestCDN plan holder list will be rejected by the Village and returned unopened.

All Bids must be accompanied by a Bidder's bond, certified check, bank cashier's check or bank draft payable to the Village of Western Springs for five percent (10%) of the total amount of the Bid as provided in the Bidder Instructions.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village within seven calendar days of Village issuance of the notice of award,. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids. If the Bidder withdraws its bid after the bid opening, or otherwise fails to execute the contract and provide the required bonds and insurance within the time limit specified, the Village shall retain and cash the Bid Bond as liquidated damages, and not as a penalty.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates.

Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any and all applicable bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

CONTRACT

1. THIS AGREEMENT, made and concluded this _____ day of _____, 2025, between the VILLAGE OF WESTERN SPRINGS, acting by and through the Board of Trustees, known as the party of the first part, and _____, his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the Specifications hereinafter described and in full compliance with this agreement and the requirements of the Director of Public Works under it.

3. And it is also understood and agreed that the Specifications hereto attached, for the BURLINGTON AVENUE RAISED PEDSTRIAN CROSSING AND HILLGROVE AVENUE PARKING LOT REHABILITATION, are all essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Village of Western Springs

Attest: Title : _____

Heidi Rudolph, Village President

For the Contractor

By: _____
Attest: Title _____

President: _____

INSTRUCTIONS TO BIDDERS

The general rules and conditions, which follow apply to all bids requested and accepted by the Village of Western Springs unless otherwise specified in writing.

1. Invitation to Bid

The Village intends to enter into a contract with a qualified and responsible firm for the provision of the product or service identified on the Invitation to Bid, and accordingly is furnishing a set of specifications by which such a bid shall be evaluated. That set of specifications and all accompanying documents is also referred to as a "bid package."

2. Bid Documents

Any person or firm desiring to submit a bid for the product or service described in the identified bid package shall submit bids following the applicable instructions and format of the documents of the bid package as provided or stated therein.

3. Bid Package

A typical bid package consists of a) an Invitation to Bid, b) Instructions to Bidders, c) Bid Form, d) Bid Certification Form, and e) Specifications. The Specifications may consist of documents and drawings, which will be identified. However, each prospective Bidder is hereby instructed to ensure that it has a reasonable opportunity to submit a complete bid. The Village hereby issues a disclaimer that this clause is any substitute for the careful reading of and response to all documents by the bidder.

4. Investigation by Prospective Bidders

It shall be the responsibility of the Bidder to thoroughly read and understand the information, instructions, specifications, and requirements. Bidders are expected to fully inform themselves as to the requirements for the provision of the specified goods or services before submitting bids. Failure to do so is at the Bidder's own risk. No plea of error or plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village. The submission of a bid means that the Bidder has familiarized itself with all conditions, requirements, and specifications, and intends to comply with them (unless specifically noted otherwise in writing) without exception.

5. Proper Completion of Bid Documents

Bid documents must be signed by an officer or employee of the bidder having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces. If a corporation is submitting a bid, the signatures must be attested to by the Corporate Secretary or other authorized officer of the corporation.

All blanks on documents must be correctly filled in, using ink or entered in typed form. Any erasures or error corrections must be initialed in ink.

6. Bid Delivery Procedures

Sealed bids shall be delivered to the office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528, by no later than the date and time indicated on the Invitation to Bid. Sealed envelopes should be clearly labeled with the information

indicated on the Invitation to Bid. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Village Clerk at the location stated in this paragraph.

Only one (1) bid needs to be submitted, which must be an original, unless the specifications require additional photocopies thereof.

Bids received prior to the specified time of opening will be securely kept, unopened. The Village Clerk or his/her designee, whose duty it is to open them, will announce when the specified time has arrived, and no bid received thereafter shall be considered. No responsibility shall be attached to the Village Clerk, his/her designee, or the Village, for the premature opening or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

Bids arriving after the specified time of opening, whether sent by mail, courier, or in person, will not be accepted. These proposals will be refused and will be returned unopened. It is the bidders' responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified time of opening will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine or email transmitted bids are prohibited, nor will the Village transmit bid documents to prospective bidders by way of a facsimile machine or email.

7. Withdrawals and Declinations

A written request for the withdrawal of a bid may be granted if the request is received by the Village Clerk or his/her designee prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel its bid for a period of sixty (60) calendar days, and such bid will be binding during that time.

Prospective bidders that decline to submit a bid are requested to so notify the Village in writing, and to indicate if they would like their name to be kept on a future bidding list. However, this is not mandatory.

8. Non-Acceptance of Bids

No bid shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or who has failed to satisfactorily perform any previous contract with the Village.

9. Bid Opening Procedures

The opening of all bids shall commence immediately after the stated delivery date and time deadline in the Invitation to Bid, in Western Springs Village Hall, Illinois and all prices shall be publicly read or posted. The opening and reading of all bids shall, however, be subject to the Village's rules regarding bid bonds and any other applicable regulations, as well as the requirements of this document. All prospective bidders and the public may attend the bid opening.

10. Bid Review Procedures

After bid opening is completed, the Village will then take all bids under review. The Village will generally endeavor to complete its evaluation of bids and render a decision within sixty (60) days after the opening of bids. The Village may need to extend the decision deadline if the complexity of a project or product purchase warrants an extension. The Village will so inform the Bidders.

11. Competency of Bidders

The opening and reading or posting of bids shall not be construed as acceptance by the Village of the bidders as being qualified, responsible candidates. The Village reserves the right to determine the competence, financial and operational capacity of bidder. Upon request by the Village, the bidder shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services or furnish the product required by the Specifications. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

12. Pre-Bid Meeting

A pre-bid meeting will not be held for this project.

13. Questions and Addenda

No oral comments will be made to any Bidder as to the meaning of the Plans and Specifications or other contract documents. Requests for comments shall be made in writing. Contact Jeff Koza, Village Engineer by email jkoza@wsprings.com if you have any technical questions on this project. No telephone inquiries will be accepted. Inquiries received in writing within seven (7) or more days prior to the bid opening will be given consideration and answers may be provided in writing to all known potential bidders and will be available to the public. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modification or additions to the Plans, Specifications, General Provisions, or other bid documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum not less than four (4) calendar days before bids are opened to those persons who have received bid packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation. Failure of a bidder to include a signed formal Addendum in its bid quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement in its best interest.

Any references in the Plans and Specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended to be descriptive but not restrictive and only to indicate articles or materials that will be satisfactory. Bids on other makes and catalogs will be

considered, provided each bidder clearly states on the face of their bid exactly what is proposed to be furnished. Unless so stated in the bid, it shall be understood that the bidder intends to furnish the item specified and does not propose to furnish an "equal." The Village hereby reserves the right to approve as an equal, or to reject as not being an equal any article the bidder proposes to furnish which contains minor or major variations from specification requirements, but which may comply substantially therewith.

14. State of Illinois Requirements

The State of Illinois governs certain aspects of bidding as follows:

- a) Interference with Public Contracting. Illinois State Statutes 720 ILCS 5/33E state that it is unlawful to participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statutes require that a certification be submitted by a bidder specifically attesting to the provisions of Subsections 33E-3 and 33E-4.
- b) Tax Delinquency. Illinois State Statutes 65 ILCS 5/11-42-1 state that it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the State of Illinois Department of Revenue unless the individual or entity is contesting the amount and/or liability in accordance with the procedures established by the appropriate revenue act. The statutes require that a certification be submitted by a bidder attesting to Section 11.42.1-1.
- c) Sexual Harassment. Illinois State Statutes 775 ILCS 5/2-105 requires that any party to a public contract must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the bid, but the bidder must have one in order to receive a contract.

All prospective bidders are obligated to be aware of these requirements prior to deciding as to whether or not they will submit a bid.

For the convenience of bidders, a certification statement consolidating all of the above requirements has been prepared. The enclosed Certification Form must therefore be signed and submitted in order for a bid to be considered. NOTE: IT IS NECESSARY THAT THIS BE DONE UNDER OATH. THEREFORE, THIS FORM MUST BE NOTARIZED.

In addition, all other Federal and State Laws shall be observed where applicable, including but not limited to:

- Prevailing Wage Act [820 ILCS 130/0.01 et seq.]
- Illinois Human Rights Act [775 ILCS 5/1-101 et seq.]
- Public Works Employment Discrimination Act [775 ILCS 10/0.01 et seq.]
- Illinois Blacklist Trade Law [775 ILCS 15/1 et seq.]
- Public Works Preference Act [30 ILCS 560/0.01 et seq.]

15. Rejection; Waivers

The Village of Western Springs unequivocally reserves the sole right to reject any and all bids; waive formalities, technical deficiencies and irregularities; solicit new bids; or otherwise solicit proposals or

quotations if some other manner of negotiation better serves its interests. Its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

16. Alternates and Substitutes

The Village of Western Springs unequivocally reserves the sole right to accept or reject any and all alternates and to judge whether or not any alternate or substitute is of equivalent or better quality. Its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

17. Award of Contract

- A. Authority of the Village: The Village Board shall have the authority to award contracts.
- B. Lowest Responsible Bidder: A contract for the described product or service shall be awarded to the lowest responsible bidder whose bid will be on an overall basis most advantageous to and in the best interests of the Village of Western Springs to accept. In awarding the contract, in addition to price, the Village Board shall consider, including but not limited to, the following factors:
 - 1) the ability, capacity, and skill of the bidder to perform the contract and to provide the service or product required;
 - 2) whether the bidder can perform the contract or provide the service or product promptly, or within the time specified, without delay or interference;
 - 3) the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - 4) the quality of the performance of previous contracts, services, or products;
 - 5) the previous and existing compliance by the bidder with laws and ordinances relating to the contract, service, or product;
 - 6) the sufficiency of the financial resources and ability of the bidder to perform the contract, or provide the service or product;
 - 7) the quality, availability, and adaptability of the supplies or contractual services that the particular use requires;
 - 8) the quality of the service itself, or the quality and durability of the product itself;
 - 9) the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - 10) the number and scope of conditions attached to the bid by the bidder; and
 - 11) conformance to specifications.

Any or all of the above factors as well as price will be considered as elements of a responsible bid at the sole discretion of the Village. The Village Board's decision shall be final and not subject to recourse by any person, firm, or corporation.

18. Samples and Demonstrations

Evidence in and the like may be requested or required. If so, such will be listed in the Specifications. Such samples and demonstrations are to be furnished after the bid opening only upon the request of the Village unless otherwise stated in the Specifications.

19. Pricing and Taxes

Unit prices shall be shown as applicable for each unit on which there is a bid, and shall include all packing, crating, handling, freight, shipping, and delivery charges, as well as the cost of unloading at the destination unless otherwise stated in the specification. The Specifications will indicate the appropriate delivery address. Prices shall not include any local, State, or Federal Taxes. The Village of Western Springs is exempt by law, from paying State Retailer's or Service Occupation Taxes, Federal Excise Taxes, and similar taxes. The Village will supply the successful bidder with its tax-exemption number and certificate.

Cash discounts will not be considered in determining the overall price in a bid, but may be used in an overall evaluation.

20. Errors in Bids

When an error is made in extending total prices in a bid when a bid consists of both unit prices and totals, the unit bid price will govern. Otherwise, the bidder is not relieved from errors in bid preparation.

GENERAL PROVISIONS

1. Contract

The Additional Information section includes a sample standard contract, subject to modifications, that the successful bidder will be required to enter into with the Village of Western Springs within seven (7) business days of notice of bid award (hereinafter referred to as the "Contract").

2. Resident Inspector and or Resident Engineer

The Village reserves the right to provide a resident engineer and shall make any inspections at any time if desired.

3. Contract Execution Process

The Village anticipates providing a Notice of Contract Award on or around September 10, 2025. Actual work cannot begin until the Village issues a written Notice to Proceed to the Contractor which. In order to receive said Notice to Proceed, the Contractor shall submit to the Village for its approval all the necessary contracts, bonds, insurance, a detailed construction schedule and a list of subcontractors. Village approval of the contracts, bonds insurance, schedule and subcontractors, shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful bidder if these documents are not submitted to and approved by the Village within seven (7) days of notice of notice of contract award.

4. Payments

Payment terms shall be pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) after receipt by the Village of Contractor's Dated Pay Estimates, Contractor's Sworn Statement, and Lien Waiver for the amount being requested. Pay Estimates should include the following information:

- Name and address of contractor
- Purchase order number
- Dates of service
- Previous retainage to date
- Current invoice amount
- Invoices from subcontractors
- Certified Payroll for Prime and subcontractors
- Lien Waivers from Prime, subcontractors & Material Suppliers
- Breakdown of assigned fees for each subcontractor, executed by each subcontractor
- Current retainage
- Total retainage amount including current invoice

The Village may exercise its right to request photocopies of cancelled checks from the Contractor to his subcontractors, manufacturers, and suppliers, etc. Copies of these cancelled checks along with

all applicable Lien Waivers shall accompany each pay request and shall be submitted for the month previous to the amount shown on the pay request minus retainage.

Upon the Village's request, invoices for progress payments must include supporting documentation such as packing slips, subcontractor's invoice and material invoices.

The Village shall withhold 10% retainage on all payments to the Contractor. Retainage shall be reduced to 0% at Final Completion and acceptance of the work by the Village.

5. Changes in the Scope of Work

Changes in the contractual scope of work shall be preceded by a duly executed Change Order itemizing any change in the Contract sum or terms and conditions and, if required by the Village, approved by the Village prior to acceptance of the Change Order.

6. Assignment

Successful bidder shall not assign the work of this Project without the prior written approval of the Village. In addition, the Contractor shall not change subcontractors or their assigned contract scope without prior written consent of the Village.

7. Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of bids or the performance of the Contract.

Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

Not less than the Prevailing Rate of Wages as adopted by the Village of Western Springs or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Construction Manager/Engineer. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety

of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Any contractor doing work in the Village must obtain a Contractor's license from the Village of Western Springs, as required by Village code.

All costs related to inspection, testing, certification, hauling, disposal and tipping fees of clean construction debris shall be included in the pay items that generate said debris. Materials that are contaminated and meet the requirements of special waste as defined by the SSRBC shall be paid in accordance with the section 669 of the SSRBC.

8. Guarantees and Warranties

All guarantees and warranties required shall be furnished by the bidder if awarded the Contract and shall be delivered to the Resident Engineer before final payment on the Contract is issued. Information describing such guarantees and warranties shall be included as part of the bid.

The bidder shall also specify any guarantees or warranties which are available for purchase by the Village and shall transfer the same in writing upon completion of the work, along with a Bill of Sale as may be appropriate.

By submitting a bid, bidder expressly warrants that materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the Village and deficiencies shall be corrected by the contractor under its warranty immediately upon notification from the Village.

9. Alternates

Equipment and materials are specified. Alternate equipment and or material other than those outlined within this packet will need to be specified with a cut sheet within the contractor's bid. If for any reason and at the sole discretion of the Village of Western Springs any alternate equipment and or materials are deemed to be unacceptable the entire bid maybe rejected.

10. Indemnification

The selected contractor shall indemnify and hold harmless the Village of Western Springs ("Village"), V3 Companies, Ltd. ("Engineer"), and their respective trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Contractor, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any

other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

BID FORM

Submit Bids to:

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

Bid Opening: September 3, 2025 at 10:00 a.m. local time

Date: 9/3/25

Bidders Name: Morton Construction, Inc.

Official Mailing Address: 1200 Cricket Dr.

City/State/Zip Code: Elgin, IL 60120

Phone No. (include area code): 847-608-6800

Fax No. (include area code): 847-608-6804

Email Address: jerry@morton.com

Business Address (if different): _____

City/State/Zip Code: _____

1. BID

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the Village in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner.

In accordance with the complete specifications, including but not limited to, the Invitation to Bid, Instructions to Bidders, Bid Form, Specifications, Drawings, and any supplementary documents contained in the bid package, including any addenda issued subsequently, the Bidder shall provide quantities and unit prices for the following items of work, the total sum of which comprise the work to be performed under this contract. The quantities provided are for informational purposes only to assist the contractor in preparing his/her bid. The contractor shall perform their own quantity takeoff

to construct the improvements as shown in the plans, match to existing conditions, and restore the area to the Village's approval. No additional compensation will be given.

SP	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITIES	UNIT PRICE	TOTAL
*		PARKWAY RESTORATION (SEPCIAL)	SQ YD	110	38-	4180-
	35101500	AGGREGATE BASE COURSE, TYPE B	CU YD	54	74-	3996-
	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	120	28-	3360-
	35102200	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	75	44-	3300-
	42000300	PORTLAND CEMENT CONCRETE PAVEMENT 8"	SQ YD	60	267-	14020-
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,010	19-	19,190-
	42400800	DETECTABLE WARNINGS	SQ FT	40	55-	2200-
*		PAVEMENT REMOVAL	SQ YD	120	55-	6600-
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	237	18-	4266-
*		COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.18 (SPECIAL)	FOOT	167	61-	10,187-
*		CLASS B PATCHES, TYPE I, II, AND III , 8 INCH (SPECIAL)	SQ YD	95	296-	28,120-
*		CLASS B PATCHES, TYPE IV, 8 INCH (SPECIAL)	SQ YD	45	211-	9495-
*		CLASS B PATCHES, 10 INCH (SPECIAL)	SQ YD	82	322-	26,404-
	60404940	FRAMES AND GRATES, TYPE 23	EACH	3	788-	2364-
	60600605	CONCRETE CURB, TYPE B	FOOT	50	76-	3800-
*		TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1	30000-	30,000-
		MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	778	5.80-	4,512.40
		MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	70	16-	1120-
		MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	56	21-	1174-

	78300201	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	260	.90	234-
	83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	10	640-	6400-
		RECTANGULAR RAPID FLASHING BEACON SYSTEM INSTALLATION	L SUM	1	15500-	15500-
		SIGN PANEL, TYPE A	SQ FT	52	34-	1768-
		TELESCOPING STEEL SIGN SUPPORT	FOOT	70	32-	2240-
*	Z0018400	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	3	840-	2520-
*		CURB AND GUTTER REMOVAL (SPECIAL)	FOOT	760	18-	13680-
*		COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.24 (SPECIAL A)	FOOT	261	88-	22968-
*		COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.18 (SPECIAL B)	FOOT	247	78-	19,266-
*		COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.18 (SPECIAL C)	FOOT	125	78-	9750-
*		COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.18 (SPECIAL D)	FOOT	127	78-	9906-
*		CONSTRUCTION LAYOUT	L SUM	1	8500-	8500-
*		METAL PLATE REMOVE AND REINSTALL	EACH	17	380-	6460-
*		ORNAMENTAL FENCE	FOOT	40	340-	13600-
*		PARTIAL DEPTH CONCRETE PAVEMENT REPAIR	SQ YD	71	166-	11,786-
*		PRECAST CONCRETE PARKING BLOCK	EACH	5	350-	1750-
*		MISCELLANEOUS ADDITIONS AT THE VILLAGE'S DISCRETION	UNIT	15,000	\$1.00	\$15,000
		TRENCH DRAIN	FOOT	50	640-	32000-

\$ 374,018.40

All work required by the foregoing documents will be accomplished for the Total Unit Price of: _____

three hundred seventy four thousand eighteen dollars Dollars (\$ forty cents).

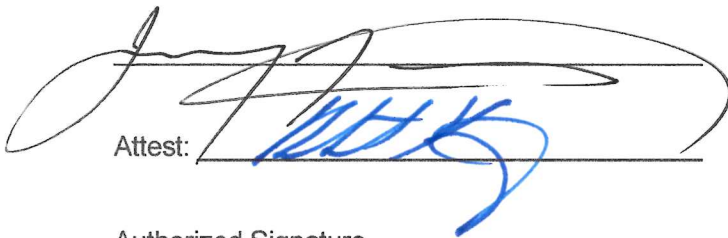
Shown amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

2. TOTAL COST CERTIFICATION

The undersigned hereby affirms and states that the prices stated herein constitute the total cost to the Village for all work involved in the respective items, and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively.

Signed:

Where bidder is a corporation, add:

Attest: 

Authorized Signature

Date: 8/30/25



(Secretary or other authorized officer)

(CORPORATE SEAL)

NOTE: The signed and notarized Bid Certification Form must also be attached to this Bid Form.

BID CERTIFICATION FORM

The undersigned, being an authorized representative of the Bidder, hereby certifies in accordance with Illinois State Statutes 720 ILCS 5/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Illinois State Statutes 720 ILCS 5/33E - "Public Contracts" concerning bid rigging, bid rotating, kickbacks, bribery, and other interference with public contracts.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with Illinois State Statutes 65ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the State of Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act.

The undersigned hereby also certifies in accordance with Illinois State Statutes 775 ILCS 5/2-105 that the Bidder has an adopted "Sexual Harassment Policy" consistent with the provisions of 775 ILCS 5/2-105.

Dated at Elgin, IL 6

This 20th day of August, 2025

By: [Signature] (Signature)
Its: Secretary (Title)

Jerry Kutrovatz, Being duly sworn, deposes and say that
he/she is the Secretary of Martan Construct
and that the statement above is true and correct.

Subscribed and sworn to before me this 20 day of August 2025.

Elizabeth Frances Aderton Notary Public

17





Martam Construction, Inc. Qualifications

DuPage County DOT - Addison Creek/Grand Ave Box Culvert 2020
Contract Amount \$ 992,000.00
Chris Snyder Director of Transportation. 630-407-6900

Kane County DOT - Various Projects
Contract Amount \$300,000.00 - \$5,000,000.00
Ken Meilke Construction Manager
630-885-3139

Willowbrook - Executive Drive Flood Control
Contract Amount \$3,900,000.00
Rick Valent Director Public Works 630-920-2482

IDOT - York and Harger Intersection Imp 2020
Contract Amount \$ 7,300,000.00
Art Politowicz Project Engineer 630-878-7642

ISTHA - I-19-4490 Sanitary Relocations 2020
Contract Amount \$18,600,000.00
Chester Kochan, Project Engineer 312-466-8253

City of St. Charles - 7th Ave Drainage 2021
Contract Amount \$3,400,000.00
Peter Suhr Public Works Manager psuhr@stcharlesil.gov

Village of Algonquin – Downtown streetscape 2019 - 2024
Contract Amount \$ 10,000,000.00 +
Michele Zimmerman Asst Public Works Director 847-344-8369

Village of Oak Brook – Windsor Dr 2020
Contract Amount \$ 2,600,000.00
Orion Galey Ogaley@cbbel.com

REFERENCE SUBMITTAL

All bidders are required to furnish three (3) references for municipal clients who presently are using equipment and services similar to that proposed by the Contractor.

Firm: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Firm: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Firm: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

BUSINESS ORGANIZATION

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

✓ _____ Corporation: State of incorporation: Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Western Springs reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Morton Construction, Inc.
Business Name

(Corporate Seal)

[Signature]
Signature

Jerry Kutrovitz
Print or type name

Secretary
Title

8/20/25
Date

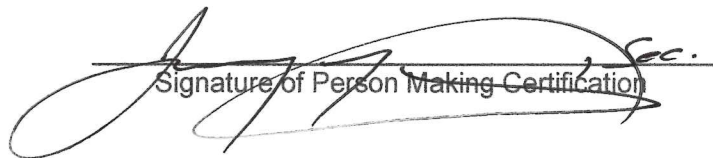
CERTIFICATION OF ELIGIBILITY

TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

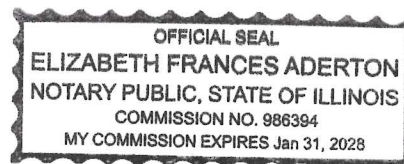
I, Jerry Kutrowitz, being first duly sworn certify
and say that I am Secretary
(insert "sole owner," "partner," "president," or other proper title)

of Madison Construction, Inc., the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any
unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the
Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of
the United States.


Signature of Person Making Certification

Subscribed and sworn to before me this 20 day of August 2025.

Elizabeth Frances Aderton
Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

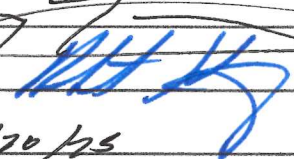
During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. 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, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. 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 organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: 
WITNESS: 
DATE: 8/20/25

CERTIFICATION OF COMPLIANCE WITH THE

ILLINOIS PREVAILING WAGE ACT

(820 ILCS 130/0.01, et seq.)

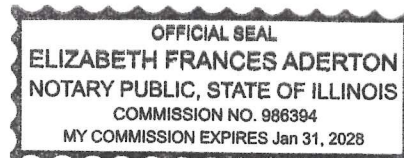
It is hereby stipulated and certified to the Village of Western Springs, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor: Mirjam Construction, Inc.

By: [Signature] (Authorized Officer)

Subscribed and sworn to before me this 20 day of August 2025.

[Signature]
Notary Public



INSURANCE REQUIREMENTS

1. The Contractor shall indemnify, keep and save harmless the Village of Western Springs and its respective officers, agents and employees against all suits or claims that may be based on any injury and/or death to persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of this contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the contractor or his employees; and the Contractor shall, at his own expense, defend any and all such actions and shall pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Village of Western Springs or any of its respective officers, agents or employees in any such action, the Contractor shall, at his expense, satisfy and discharge the same.
2. The Contractor shall at his own expense obtain and maintain during the life of this contract, Public Liability and Property Damage Insurance, which shall protect the Contractor, the Village of Western Springs and its respective officers, agents and employees, and shall also protect any sub-contractors performing work under this contract, from claims for damages for personal injury (including accidental death) as well as from claims for property damages which may arise from the performance of work under this contract or by any sub-contractor or by anyone directly or indirectly employed by the Contractor or by any sub-contractor, and the amounts of such insurance shall be as follows:

Contractor shall maintain limits no less than the following:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

3. The Contractor, at his own expense, shall also obtain and maintain Workmen's Compensation and Employer's Liability Insurance for all his employees engaged in the work under this contract, in accordance with the laws of the State of Illinois. The Contractor shall require each of his sub-contractors to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees engaged on such sub-contracts. If any class of employees engaged on work under the contract is not protected under Workmen's Compensation Statute, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements. The amount of Employer's Liability Insurance for the Contractor and each of his sub-contractors shall be not less than \$500,000 for each employee.
4. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
5. Contractor shall furnish the member with Certificates of Insurance naming the member, its officials, agents, employees and volunteers as additional insured's, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the member and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement shall be provided to the insurer for their use in providing coverage to the additional insured. The member reserves the right to request full certified copies of the insurance policies and endorsements.

PROPOSAL BID BOND

WE _____
as PRINCIPAL, and _____
as SURETY, are held firmly bound unto the Village of Western Springs (hereinafter referred to as "LA") in the penal sum of 10% of the total bid price. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above-designated section, and the PRINCIPAL shall within SEVEN (7) days after RECEIPT OF NOTICE OF award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the Bid Documents, the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2025.

Principal

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

By: _____

(Name of Surety)
STATE OF ILLINOIS,

(Signature of Attorney-in-Fact)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do
hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2025.

My commission expires _____.

Notary Public

NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

SPECIAL SPECIFICATIONS

DEFINITIONS

The term "Village" or "Owner" whenever used in the contract documents shall be construed to mean the Village of Western Springs, Cook County, Illinois.

The term "Engineer" whenever used in the contract documents shall be construed to mean the Village Engineer or the appointed representative by the Owner.

The term "Bidder" whenever used in the contract documents shall be construed to mean any person or firm submitting a bid to the Village or its appointed representative.

The term "Contractor" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the Village for the work so specified or its appointed representative.

The term "Subcontractor" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the Contractor for the work so specified or its appointed representative.

The term "Standard Specifications" whenever used in this document shall be construed to mean the "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions", most recently adopted, as amended; the "Standard Specifications for Traffic Control Items"; and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect; all issued by the State of Illinois, Department of Transportation.

The term "Water and Sewer Specifications" whenever used in this document shall be construed to mean the "Standard Specifications for Water and Sewer Main Construction in Illinois", current edition, available from the Associated General Contractors of Illinois or the Illinois Society of Professional Engineers.

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Latest Edition, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, the latest edition of the Standard Specifications for Water and Sewer Construction, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of the project, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

COMPLETION DATES AND MAXIMUM CLOSURES ALLOWABLE FOR PROJECT WORK

Burlington Avenue Raised Crosswalk

All Burlington Avenue raised crosswalk work shown on the plans shall be completed by November 21, 2025.

Hillgrove Avenue, Wolf Road to Franklin Avenue: The contractor may fully close these two blocks of parking at the same time. The contractor shall complete all work except pavement marking removal and replacement within 21 calendar days of the start of the parking closure and shall also have all work completed no later than November 21, 2025. Each block of Hillgrove Avenue parking stalls may be closed for a maximum of 21 calendar days from the start date of work on the block. The Village seeks to complete these repairs in a timely manner so the parking can be re-opened to the public. The Village will allow for pavement marking work to be done outside the 21 calendar day work window in an effort to allow for completion of all pavement marking work on the project on a single day. The Contractor is to provide 2 business days heads up prior to the desired pavement marking work date. The parking stalls can be closed again for one calendar day to complete pavement marking work.

Hillgrove Avenue, Franklin Avenue to east of Howard Avenue : Work on these two blocks shall not begin prior to June 8, 2026 due to the presence of the school and the traffic congestion and safety concerns for the school children that the work would cause. The contractor may fully close parking stalls on both blocks. The contractor is to provide the Village seven business days advanced notice prior to the planned start of work date so the Village can notify the businesses and school in this area. The contractor shall complete all work within 21 calendar days of the start of the parking closure and shall also have all work completed no later than July 17, 2026. Each block of Hillgrove Avenue parking stalls may be closed for a maximum of 21 calendars from the start date of work on the block. The Village seeks to complete these repairs in a timely manner

Fire Station/Village Hall Pavement Patches

The contractor shall complete all work within 14 calendar days of the start of work on this and shall also have all work completed no later than November 21, 2025. The south fire station driveway may be closed during the work period, however the contractor must move out of the way when fire and ambulance equipment are responding to calls and the north driveway must remain open at all times.

FAILURE TO COMPLETE THE WORK ON TIME

The Contractor shall be assessed liquidated damages for failure to complete work on time as required by the contract documents. Liquidated damages shall be assessed per calendar day or overrun in accordance with the following schedule:

\$750 per calendar day

Further, the Contractor shall be financially responsible for any and all additional expenses incurred by the Engineer due to additional work being required on the part of the Engineer as a result of the Contractor's Failure to Complete Work on Time. The Village will deduct these expenses from any monies due or to become due to the Contractor from the Village.

PARTIAL DEPTH CONCRETE PAVEMENT REPAIR

Description

This work shall consist of the partial depth concrete pavement removal at PCC jointed concrete pavement at various locations as shown in the plans. This work shall include all operations to install the partial depth pavement from the removal to the install.

Materials

The materials that are required for this work are as follows and shall meet the various IDOT standards:

Materials shall be in accordance with the following:

Concrete Mix.....	1020.04
Curing Materials.....	1022.01
Poured Joint Filler.....	1050

The concrete mix for this work shall be an IDOT pp-1 mix with the coarse aggregate gradation matching CA 13, CA 14, or CA 16. Contractor to supply material submittal meeting these requirements.

All surfaces shall be clean of dust and debris so that a concrete bonding agent can be applied to the surface before the concrete is installed. The material shall be Sika liquid Weld or an approved equal. Contractor is to follow manufactures installation instructions to install the bonding agent before pouring the concrete.

Construction Requirements
Partial Depth Pavement Removal

Pavement removal areas for partial depth repairs have been shown in the design. The Contractor shall remove all concrete to the limits shown on the plans or as directed by the Engineer. A machine configured to safely and consistently mill the necessary profile as detailed on the plans shall be provided. The teeth on the milling head shall be spaced at either 1/2 in. or 5/8 in. The milling machine shall be approved by the Engineer prior to the start of milling operations. Whenever possible, the rotating axis of the milling head shall operate perpendicular to the joint being aired.

Unless otherwise approved by the Engineer, areas that are less than 1 sq ft shall be removed by saw cutting and chipping. The saw cutting shall be to a depth of 2 in. within the marked area. Overlapping saw cuts at the outer perimeter of the repair shall not extend more than 2 in. beyond the intersection. Removal of the concrete within the limits of the saw cuts shall be by hand chipping tools or hand. Held mechanically driven equipment. Mechanical hammers may be used to remove the concrete inside the area delineated by the saw cuts but shall not be heavier than a nominal 35 lb. class. Mechanically driven tools shall be operated at a maximum angle of 45° from the concrete surface. A jack hammer with a wide chisel bit shall be used at a distance of 2 in. from the saw cut to remove the vertical edge and create a taper similar to the milling operations.

The Engineer will check milled surfaces after pavement removal to identify any unsound concrete that remains. Limits of the removal area will be identified by sounding with a rock hammer. Areas of unsound concrete will be marked and shall be removed with a chipping hammer. Removal of

unsound concrete below the elevation of the tops of dowel bars or tie bars is not intended and unsound concrete shall remain in place in these areas. For longitudinal joints, void space below the elevation of the top tie bars be filled with repair concrete.

Dowel bars shall not be damaged during the removal of unsound concrete. At locations where a transverse joint meets the edge of pavement, or where joints intersect, the Engineer will determine if the concrete is deteriorated for the entire depth, within the limits detailed on the plans for bottom-half joint repair. If either end of a dowel bar is exposed or misaligned in a bottom-half joint repair, the exposed portion shall be removed or cut flush with the concrete surface, as directed by the Engineer.

Surface Preparation and Joint Filler Installation

The milled or hand chipped cavities shall be prepared to provide a clean, irregular surface for the development of a good bond between the joint repair concrete and the existing pavement.

Broken concrete pieces shall be removed and the cavities shall be swept clean. The surface of the cavity shall be thoroughly sandblasted and cleaned with compressed air to remove all dust and chips. Cleaning with compressed air shall be performed as close to placing the concrete as possible, but not after installing any joint filler. If joint filler material has been installed, the surface may be cleaned again by using compressed air at low pressure to not damage the in-place filler or sand below the top of any exposed dowel bar just prior to placing the grout or concrete. The air lines for sandblasting and compressed air cleaning shall be equipped with oil traps to prevent contamination of the surfaces.

Joint Filler – General Requirements

The installation of joint filler is required before concrete placement and shall be of a width that matches the existing transverse or longitudinal joint being repaired or a minimum width of 3/8 in, whichever is greater. The joint filler shall extend at least 3 in. beyond the length of the patch area. Joint filler shall be installed as one piece for the depth of the repair. Splicing long lengths of joint filler may be allowed.

Longitudinal Joints

Joint repairs at longitudinal joints shall utilize either a joint filler to re-establish the joint or perform the following:

1. Saw the joint after the repair concrete has adequately hardened. Sawing of the tooled joint shall be performed with a 1/4 in. blade. Sawing shall be done with care as soon as possible without causing excessive raveling of the repair material. The depth of the saw cut shall extend below the full depth of the repair by at least 1/4 in., but no closer than 1 in. above the tie bar. If it is determined that a crack forms at the bottom of the tooled joint before sawing can be performed without raveling, sawing to re-establish the joint shall not be performed.

Placing and Finishing Concrete

All concrete mixes shall be placed within 15 minutes of mixing. All repair concrete shall be placed such that a cold joint does not occur within the limits of any type of joint repair. Placement may

be isolated to one side of a joint if the joint face or joint filler is properly supported. For the concrete mix the cleaned surface shall be lightly sprayed with water to wet the surface without ponding and a bonding grout shall be applied to the prepared surface. The concrete bonding agent shall also be installed prior to the concrete pour.

Curing

A curing compound in accordance with 1022.01 shall be applied as soon as possible after the bleed water has dissipated. The compound shall be agitated in the shipping container to obtain a homogenous mixture for transfer to the job site application equipment

Joint Sealing

Joint openings within a repair area shall be maintained for the full depth of the joint repair concrete as stated above. Longitudinal joints shall be sawed to create a reservoir for the sealant, to be followed by cleaning and sealing. The longitudinal joint was re-established by sawing in, additional sawing to create a reservoir for the sealant is not required.

The cleaning and sealing of the joint shall be in accordance with 1050 and as follows. Longitudinal joints shall be sealed with poured joint sealant in accordance with the sealant manufacturer's recommendations. Joints shall be sealed with joint sealing materials within 1/4 in. below the surface and shall extend beyond the limits of the patch to any existing sealant that is to remain in place.

Any grinding to correct smoothness of partial depth patches shall be completed prior to joint sealing.

Basis of Payment

This work will be paid for at the contract unit price per square yard measured as specified, for PARTIAL DEPTH CONCRETE PAVEMENT REPAIR. The price shall include all materials, equipment, and labor necessary to complete the work

COMBINATION CONCRETE CURB AND GUTTER – ALL TYPES

Description

This item shall consist of constructing Combination Concrete Curb and Gutter, OF THE TYPE specified, in accordance with Section 606 of the State Standard Specifications and State Standard 606001, except as modified herein.

Construction Requirements:

The curb construction shall match the current IDOT standard drawing 606001 but shall also include concrete pavement on either side of the curb as shown in the plans. The concrete pavement widths vary between locations so verify width from the plan set. The additional pavement on either side of the curb shall be poured in conjunction with the curb. Contractor is to create a tooled or sawed joint on either side for the curb to define the separation of the curb to the concrete pavement. The concrete pavement section shall match the joints and finish of the surround existing pavement. All reinforcement called out on the plans or relevant standard details

shall also be furnished and installed as shown in the details in the plans and in accordance with the SSRBC.

Transverse expansion and contraction joints shall be constructed as directed by the Engineer and/or according to the details shown on the plans.

Combination Concrete Curb and Gutter shall be measured in accordance with Section 606.13.

Basis of Payment

This work will be paid for at the contract unit price per lineal foot measured as specified, for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18, SPECIAL, COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (SPECIAL A), COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL B), COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL C), COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL D), in accordance with Article 606.06 and as specified herein.

CURB AND GUTTER REMOVAL (SPECIAL)

Description

This item shall consist of removal of the existing Combination Concrete Curb and Gutter and the surrounding pavement that butts up to the curb as shown in the plans.

Construction Requirements

The contractor shall perform full depth pavement saw cuts on their side of the curb at the limits shown in the plans. Once the saw cut has been completed the contractor is to remove the pavement and curb to the limits shown in the plans. If the contractor damages the existing pavement that is to remain in place, it is the responsibility of the contractor to repair the damage section with a partial depth patch or full depth if required and their own cost.

Basis of Payment

This work will be paid for at the contract unit price per lineal foot measured as specified, for CURB AND GUTTER REMOVAL (SPECIAL)

METAL PLATE REMOVE AND REINSTALL

Description

This item shall consist of the removal of existing round steel plates as shown in the drawings and reinstall them once the patching work has been completed.

Construction Requirements

The contractor is responsible for removing the steel plates without damage and once the concrete has been patched reinstalling them. The item shall include are equipment, labor and materials necessary to remove the plates and then reinstall. If the plates cannot be reinstalled then the Contractor is to provide new metal plates that matches the existing plates at no additional cost to

the Contract. Contractor to provide material submittals on the materials to be used to reinstall. The contractor may be able to wet set the plate into the patch but would need to get approval by the engineer before doing so.

Basis of Payment

This work will be paid for at the contract unit price per each measured as specified, for METAL PLATE REMOVE AND REINSTALL. The price shall include all materials, equipment, and labor necessary to complete the work.

DRAINAGE STRUCTURES TO BE ADJUSTED

Description:

This work shall consist of the adjusting of drainage structures within the curb line or within areas of pavement removal according to the plans. The term "STRUCTURE" shall be understood to refer to any of the following: catch basins, manholes, inlets. This work shall be completed in accordance with applicable provisions of Section 602 of the STANDARD SPECIFICATIONS.

This item includes the cost of a new precast cone section or barrel sections if needed when adjusting the structures within the curb line. The frame shall be replaced with a new Type 23 Frame and Grate Lid paid separately.

Each structure adjustment shall be limited to a maximum of one (1) foot in adjustment height and a maximum of two adjustment rings. Adjustment rings for structures in the pavement and rings under 2" on all drainage adjustments shall be preformed rubber. Adjustment rings greater than 2" for structures may be PCC. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure and adjustment ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the adjusting ring and the bottom of the frame.

Basis of Payment:

This work will be paid for at the contract unit price per each of DRAINAGE STRUCTURES TO BE ADJUSTED, which price shall include all materials, labor, and equipment necessary to perform this work.

ORNAMENTAL FENCE, SPECIAL

Description

This work shall consist of construction of an aluminum four-foot-tall fence. The fence shall be installed the feet from the back of curb as shown in the plans.

Material

The fencing material shall be a commercial grade Aluminum Fence. Style shall be a Auburn Commercial 48 inch fence or approved equal. The pickets shall be 0.75", stringers 1.25"x1.25", and the posts shall be 4.0"x 4.0" square 0.125" wall. The aluminum shall be Alloy 6105 - T5 - 35,000 PSI and be powder coated black. Contractor is to construct a base plate for the posted

as shown in the plans. The Contractor shall supply shop drawings on the fence and all materials to the engineer for approval before install.

Method of Measurement.

ORNAMENTAL FENCE will be measured for payment in place and per lineal foot which price shall include all materials, equipment, and labor necessary to complete the work.

Basis of Payment.

This work shall be measured in place and paid for at the contract unit price per foot for ORNAMENTAL FENCE.

PRECAST CONCRETE PARKING BLOCK

Description

This item shall consist of furnish and install of six-foot precast concrete curb stops in the locations shown in the plans and per the detail. The concrete curb stop shall be made out of concrete meeting IDOT class SI mix and shall be steel reinforced. The curb stops shall also be anchored in place so they do not move.

Basis of Payment

This work shall be paid for at the contract unit price per EACH for PRECAST CONCRETE PARKING BLOCK and shall include all necessary labor, equipment and materials to complete this work.

CONSTRUCTION LAYOUT

Description

Construction layout work shall conform to Article 105.09 of the Standard Specifications. The CONTRACTOR shall verify existing inverts and pipe sizes prior to ordering materials or starting any work. Any discrepancies shall be brought immediately to the ENGINEER'S attention.

This work shall consist of furnishing a construction survey crew and all necessary equipment, materials, tools, and expertise needed for construction surveying and layout. The CONTRACTOR shall be required to furnish and place construction layout stakes for this project. The ENGINEER will provide adequate reference points and benchmarks. Any additional control points set by the ENGINEER will be identified in the field to the CONTRACTOR and all field notes will be readily available and be the property of the ENGINEER.

The CONTRACTOR shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish reference points and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. The CONTRACTOR will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines and dimensions called for in the plans. Any inspection or checking of the CONTRACTOR's layout by the ENGINEER and the acceptance of all or any part of it shall not relieve the CONTRACTOR of their responsibility to secure the proper dimensions. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at their expense when any are damaged, lost, displaced, or removed or otherwise obliterated.

Responsibility of the ENGINEER

- The ENGINEER will verify acceptability of the limits of construction. These limits shall be verified and agreed upon at the preconstruction meeting to be in conformance with the plans.
- The ENGINEER will provide electronic files of the design plans in AutoCAD format to the CONTRACTOR for use in construction layout. The ENGINEER will accept responsibility for the accuracy of the initial control points as provided herein.
- Where the CONTRACTOR, in setting construction stakes, discovers discrepancies, the ENGINEER will check to determine their nature and make whatever revisions are necessary in the plans. Any additional re-staking required by the ENGINEER will be the responsibility of the CONTRACTOR. Any additional re-staking done by the CONTRACTOR will be considered included in this work and no extra compensation will be allowed.
- It is NOT the responsibility of the ENGINEER, except as provided herein, to check the correctness of the CONTRACTOR's stakes.

Responsibility of the OWNER

The OWNER and/or ENGINEER may make periodic checks of the CONTRACTOR's staking to determine if the work is being performed in substantial conformance with the plans. Any errors that are apparent will be immediately brought to CONTRACTOR's attention. CONTRACTOR shall be required to make any necessary corrections or perform any necessary re-staking before the incorrect stakes are used for construction purposes.

Responsibility of the CONTRACTOR

- CONTRACTOR shall be responsible for procuring the service of an Illinois registered land surveyor, who shall report to and receive instructions from CONTRACTOR, not the OWNER or ENGINEER. The registered land surveyor will also establish suitable benchmarks, to be used for horizontal and vertical control and tie into the Illinois State Plane Coordination System NAD 83 East Zone U.S. Survey Foot.
- The CONTRACTOR shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. The CONTRACTOR shall provide the ENGINEER adequate control near each individual element to allow adequate checking of construction operations.
- The CONTRACTOR shall establish the overall construction limits prior to CONTRACTOR's mobilization of equipment.
- All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become

the property of the OWNER at the completion of the project. All notes shall be neat, orderly and in an acceptable form.

Basis of Payment.

The work shall be paid for at the contract LUMP SUM price for CONSTRUCTION LAYOUT.

MISCELLANEOUS ADDITIONS AT THE VILLAGE'S DISCRETION

Description. This item is to provide for adequate budget to cover items not specifically included in the contract prior to the bidding process.

Construction Requirements. All work shall conform to appropriate articles of the Standard Specifications, Village ordinances, Village details and specifications that are considered industry standards or standards set forth by a governing body for the furnishing, fabrication, installation or removal of the included items.

Materials. All furnished material shall conform to appropriate articles of the Standard Specifications, Village ordinances, Village details and specifications that are considered industry standards or standards set forth by a governing body for the furnishing, fabrication, installation or removal of the included items.

Disposal of Material & Safety. All materials resulting from this extra work shall be disposed of at the Contractor's expense, outside the limits of the job, at locations acceptable to the Engineer and in accordance with Section 107.01 of the Standard Specifications, as amended by Public Act 90-761.

Method of Measurement. This item shall be measured for payment in the appropriate dimensions to for the work performed.

Basis of Payment. The Contractor will include in his bid a sum of 15,000 units at \$1 per unit for a total of \$15,000.00 for miscellaneous additions to the project at the Village's Discretion. Only additional work, not covered by existing Pay Items, indicated on the Drawings or in the Project Specifications will be eligible for payment under this item. Additional work may consist of items such as additional connection to an existing water service of an odd size, or handrail installation, or other construction that may be deemed necessary by the Village to add to the project.

VANDALISM

Special attention is called to Article 107.30 of the Standard Specifications. Any defaced work shall be corrected or replaced by the Contractor at his sole expense prior to final payment. The Owner shall cooperate with the Contractor to minimize vandalism, but the Contractor shall be ultimately responsible to correct any damage.

MAINTENANCE OF ROADWAYS

Beginning on the date that the Contractor begins work on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Village, but shall not include snow removal operations. Traffic control and protection for this work will be provided by the Contractor as required by the Village. The work involved in maintaining the existing pavement will be paid for separately at the contract unit prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provisions. Traffic control and protection will be paid for as stated in the contract. No construction activity shall begin until all proper signs and barricades have been installed. There shall be no equipment or material storage on the pavement, temporary or otherwise.

Contractors shall assume that the project limits can be closed to local traffic only. Roads can be closed for short durations while work is actively occurring, but access shall be provided to residents at all times.

TRAFFIC CONTROL AND PROTECTION, SPECIAL

Traffic control shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, the Highway Standards and special details contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Special Provisions and Special Provisions relating to traffic control:

STANDARDS:
701501, 701901

DETAILS:
Traffic Control and Protection for Side Roads, Intersections and Driveways (TC-10)

SPECIAL PROVISIONS:
LRS-3
LRS-4

Advance road closure signs shall be installed two weeks prior to the start of construction. All advance warning signs shall be installed two days prior to the start of construction.

The Contractor shall assume all roadway work shown in the plans will be performed under live traffic and shall provide traffic control in accordance with IDOT standard details and specifications. Roadways within the project limits may be closed to through traffic; however, access shall be maintained to adjacent streets and properties at all times.

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning, guiding or directing traffic during construction of this improvement.

Traffic Control and Protection shall be provided as shown in the plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer. The Contractor shall conduct his operations to provide the motoring public with the safest possible travel conditions through the construction zone, and shall minimize the closure of any lane of roadway.

Traffic control devices include signs and supports, signals, pavement markings, barricades with sandbags, channelizing devices, warning lights, arrow boards, flaggers, or any other devices used for the purpose of regulating, detouring, warning or guiding traffic.

All warning signs shall have black legend and border on a reflectorized orange background, unless otherwise specified. Warning signs shall be 48" x 48" in size and shall be in like-new condition. Damaged or dirty warning signs will not be permitted.

The Contractor shall conduct routine inspections of the work site and provide timely replacement of any traffic control device that has become displaced, worn or damaged. Replacement devices shall be readily available on site for that purpose.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction to keep lane assignments consistent with barricade placement at all times. The Contractor shall immediately remove, cover, or turn from motorists' view any traffic control devices that are inconsistent with detour or lane assignment patterns or are no longer applicable. The covering material shall completely block reflectivity and cover the entire sign and shall be subject to approval by the Engineer.

The Contractor shall coordinate all traffic control with adjoining or overlapping projects to ensure a uniform detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices furnished, installed and maintained under this contract; such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

All traffic control devices shall be maintained in operational and effective condition 24 hours per day, including Sundays and holidays.

When flaggers are required to safely manage roadway traffic through the work sites they shall not be paid for separately and shall be considered included in the cost of this pay item.

Barricades shall be placed to protect all open excavations greater than 4 inches in depth and all parked construction equipment at the end of each working day or when work is not being performed. All barricades shall be equipped with steady-burn amber lights and shall be weighted with sandbags. Flashing lights will not be permitted.

The Contractor shall provide a 24-hour contact telephone number for notification of any traffic control deficiencies and shall dispatch crews to correct such deficiencies immediately. The Contractor shall begin corrective action within one (1) hour of notification and shall restore the traffic control devices to proper condition within four (4) hours. If the Contractor fails to make corrections within the specified time, the Village may undertake the necessary work and deduct the cost from monies due to the Contractor. Failure to comply with directions of the Engineer regarding traffic control will result in a charge of \$250.00 per calendar day. This charge is in addition to the cost of corrective work and does not relieve the Contractor of any contractual responsibility.

Basis of Payment.

This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL). All traffic control and protection necessary to complete the work to the satisfaction of the Engineer shall be considered included in this pay item.

REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL

Spoils from construction activities will require off-site soil disposal. Potentially excavated soils have not been sampled or characterized for this project. It is the contractor's responsibility to characterize the soils and coordinate the off-site disposal of soil with the contractor selected receiving facility. For the proper disposal of excess soil generated from construction activities, the contractor shall:

- Conduct a soil disposal evaluation in accordance with Illinois Title 35: Subtitle J: Chapter I: Part 1100 to determine if the soils are eligible for CCDD disposal.
- If all or some of the soils qualify for CCDD disposal, Contractor shall complete the LPC 662/LPC 663 certifications
- If all or some of the soils fail to meet the criteria for CCDD disposal, then Contractor will coordinate waste disposal with a Subtitle D landfill

No additional payment will be made to the Contractor for material disposal as the work is considered included in the various contract pay items.

PREPARATION OF BASE (SPECIAL)

This work shall be done in accordance with Section 358 of the Standard Specifications except as modified herein.

358.04 Aggregate Bases. Add the following sentence to the beginning of the first paragraph of this Article: "It may be necessary to remove existing aggregate base course in order to establish the proposed base course elevation."

358.04 Aggregate Bases. Delete reference to Article 358.04 (a).

358.04 Aggregate Bases. Add the following sentence to Article 358.04 (b): "Proof-rolling with a 45,000 pound, rubber-tired vehicle in the presence of the Engineer will be necessary to demonstrate that the base is in proper condition for resurfacing."

Basis of Payment. The work in connection with the preparation of bases, shall not be paid for separately but shall be considered included in the various contract pay items. This work shall include the removal of existing aggregate base course as necessary to establish the proposed base course elevation

PAVEMENT REMOVAL

This work shall be done in accordance with Section 440 of the Standard Specifications except as modified herein.

This item shall include all costs related to the removal and disposal of excavated material required to construct the improvements to the plan grades and elevation.

Basis of Payment. Pavement Removal work shall be measured in place and paid for at the contract unit price per SQUARE YARD of pavement removed.

REINFORCEMENT STEEL - SPECIAL (ALL TYPES)

Description. This work shall consist of furnishing and installing all reinforcing bars required for the work shown on the plans or as directed by the Engineer. All reinforcement bars shall be epoxy coated from IDOT approved material suppliers. A bill of lading shall be provided to the Engineer and shall demonstrate the materials were produced no more than one year prior to notice to proceed for this contract. All reinforcement not drilled into concrete shall be placed using chairs to the proper elevation.

Basis of Payment. No additional or separate payment will be made for reinforcing steel. All costs for furnishing, cutting, bending, placing and securing of reinforcing bars shall be included in the contract unit prices for the various items of work in which the reinforcement is required.

CLASS B PATCHES, TYPE I, II, AND III , 8 INCH (SPECIAL)

CLASS B PATCHES, TYPE IV, 8 INCH (SPECIAL)

This work shall be done in accordance with Section 442 of the Standard Specifications except as modified herein.

Epoxy coated tie bars shall be required for all Class B pavement patches as shown on the plans. Tie bars shall be #6 bars, 30" in length and installed 30" C-C along all sides of the pavement patch.

The Contractor shall prepare the subgrade for placement of the new patch. This item shall include all costs related to the removal and disposal of excavated material required to construct the improvements to the plan grades and elevation. The work shall follow the preparation of base special provision and no additional payment will be made as the work is considered included in this pay item.

Basis of Payment. All Class B Type I, II and II patches shall be measured in place and paid for under a single pay item and single contract unit price. The work shall be paid for at the contract unit price per SQUARE YARD under the CLASS B PATCHES, TYPE I, II and III, 8 INCH (SPECIAL) pay item.

The work shall be measured in place and paid for per SQUARE YARD under the CLASS B PATCHES, TYPE IV, 8 INCH (SPECIAL) pay item.

CLASS B PATCHES, 10 INCH (SPECIAL)

This work shall be done in accordance with Section 442 of the Standard Specifications except as modified herein.

Epoxy coated tie bars shall be required for all Class B pavement patches as shown on the plans. Tie bars shall be #6 bars, 30" in length and installed 36" C-C along all sides of the pavement patch in accordance with the plan detail.

The Contractor shall prepare the subgrade for placement of the new patch. This item shall include all costs related to the removal and disposal of excavated material required to construct the improvements to the plan grades and elevation. The work shall follow the preparation of base special provision and no additional payment will be made as the work is considered included in this pay item.

Basis of Payment. All Class B Type I, II and II patches shall be paid under a single pay item and single contract unit price. The work shall be measured in place and paid for per SQUARE YARD under the CLASS B PATCHES, TYPE I, II and III, 8 INCH pay item.

PARKWAY RESTORATION (SEPCIAL)

Description. This work shall consist of furnishing and placing topsoil as required, seeding with Class 1A seed mixture, applying fertilizer in accordance with Section 252 of the Standard Specifications, and installing erosion control blanket on all disturbed parkway areas, as shown on the plans or as directed by the Engineer.

Materials. Materials shall conform to the following:

Topsoil shall meet the requirements of Article 1081.05.

Class 1A seed shall conform to Article 1081.04.

Fertilizer shall meet the requirements of Article 1081.08 and shall be applied at the rate specified in Article 252.

Erosion control blanket shall be in accordance with Section 251.

Construction Requirements. All parkway areas disturbed during construction shall be brought to the proposed finished grade with approved topsoil, free of debris, clods, and stones greater than two inches (2"). The area shall be fertilized, seeded with a uniform application of Class 1A seed, and covered with erosion control blanket immediately after seeding in accordance with Section 251 and 252 of the Standard Specifications, or as directed by the Engineer.

Areas shall be kept watered and maintained until a satisfactory stand of growth has been established. Any damaged or eroded areas shall be reworked and re-seeded until acceptable to the Engineer.

Method of Measurement. Parkway Restoration (Special) will be measured in place and shall be the actual number of square yards satisfactorily completed and accepted.

Basis of Payment. This work will be paid for at the contract unit price per Square Yard for PARKWAY RESTORATION (SPECIAL), which price shall include all labor, equipment, materials, topsoil, fertilizer, seed, erosion control blanket, watering, and maintenance required to complete the work as specified.

RECTANGULAR RAPID FLASHING BEACON SYSTEM INSTALLATION

Description. This work shall consist of installing a complete Rectangular Rapid Flashing Beacon (RRFB) System at the location(s) shown on the plans or as directed by the Engineer. The RRFB units and pole will be furnished by the Owner. The Contractor shall receive, transport, install, and make fully operational all Owner-furnished components. The Contractor shall also furnish and install all pedestrian push button signs and any miscellaneous hardware required to complete the installation.

Materials.

RRFB assemblies and equipment will be supplied by the Owner.

Pedestrian push button signs shall conform to MUTCD R10-25 or as shown on the plans.

Conduit, wiring, foundations, poles, connectors, and miscellaneous electrical materials shall meet the requirements of Section 800 and 821 of the Standard Specifications.

Construction Requirements.

Installation shall be in accordance with the manufacturer's recommendations, the plans and these Specifications, and shall result in a fully operational system. Contractor shall set poles/plinths, install conduit and wiring, mount the RRFB units, connect all power and control

wiring, and test the system to the satisfaction of the Engineer. The Contractor shall coordinate delivery of Owner-furnished material and shall be responsible for any damage to the equipment after receipt. All push button signs (R10-25) shall be mounted directly above or next to the pedestrian push button in accordance with the MUTCD and as directed by the Engineer.

Method of Measurement.

RRFB System Installation will be measured as Lump Sum per location, complete in place and accepted.

Basis of Payment.

This work will be paid for at the contract Lump Sum price for RECTANGULAR RAPID FLASHING BEACON SYSTEM INSTALLATION, which price shall include all labor, equipment, transportation of Owner-furnished equipment, materials (except those furnished by the Owner), installation of the RRFB units, wiring, conduit, poles, push button signs, testing, and all incidentals necessary to complete the work.

DRAFT 9.8.2025
RESOLUTION NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

DATE: September 8, 2025.

OTHER: None.

A RESOLUTION ACCEPTING THE LOWEST COST, QUALIFIED, RESPONSIVE BID AND AUTHORIZING THE APPROVAL AND EXECUTION OF A CONSTRUCTION CONTRACT FOR THE BURLINGTON AVENUE RAISED PEDESTRIAN CROSSING AND CONCRETE PAVEMENT REPAIRS PROJECT TO BE ENTERED INTO WITH MARTAM CONSTRUCTION, INC. OF ELGIN, ILLINOIS, AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS, AND/OR MONIES FROM LAWFUL SOURCES (CONTRACT PRICE: \$374,018.40)

WHEREAS, the Village of Western Springs (the “Village”) desires to undertake infrastructure improvements at three locations. The improvements generally consist of installation of a new raised concrete crosswalk and new concrete sidewalk on Burlington Avenue at the west underpass adjacent to Spring Rock Park, Concrete Pavement repairs on Hillgrove Avenue between Wolf Road and east of Howard Avenue, and concrete pavement and sidewalk repairs at Fire Station 1 and Village Hall (the “Project”); and

WHEREAS, based on the competitive bidding of the Project, Martam Construction, Inc. of Elgin, Illinois (the “Contractor”) submitted the lowest, qualified, responsive bid in the amount of \$374,018.40 (the “Low Bid” or the “Project Contract Price”) to complete the Project. A Project Bid Tabulation was prepared by the Engineering Services Department (the “Project Engineer”), which determined and identified the Contractor as the lowest cost, qualified, responsive bidder for the Project; and

WHEREAS, the Project Construction Costs will come from the Village’s General Fund, and/or monies from other lawful sources; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village Board”) desire to approve and enter into a construction contract (“Construction Contract”) with the Contractor for completion of the Project, and to accept and award the Low Bid submitted by the Contractor for the completion of the Project. Copies of the Construction Contract and the Contractor’s Low Bid and related bid documents are attached hereto as **Group Exhibit “A”** and made a part hereof; and

WHEREAS, at an open public meeting held on August 27, 2025, the Public Works and Water Committee (the “Committee”) reviewed the terms and conditions of the Construction Contract for the Project, received input from Village staff and provided an opportunity for public input. At its August 27, 2025 meeting, the Committee favorably recommended to the Village Board approval of the Low Bid and the Construction Contract; and

WHEREAS, at an open public meeting held on September 8, 2025, the Village Board reviewed and discussed the Project and the Committee’s recommendation and received input from the Village staff and provided an opportunity for public input. At its September 8, 2025 Regular Village Board Meeting, the Village Board reviewed and discussed the Project, the Low Bid and the Construction Contract and the Committee’s recommendation for this matter. The Village Board agreed to accept and approve the Low Bid submitted by the Contractor and to approve and enter into the Construction Contract with the Contractor for completion of the Project; and

WHEREAS, the President and Board of Trustees of the Village are authorized, pursuant to the statutory and constitutional powers set forth at Article VII (Local Government), Section 7 (Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), to accept and approve the Low Bid and to approve and enter into the Construction Contract with the Contractor, and they find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to take such action.

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

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

Section 2: Approval and Execution of Construction Agreement. The President and Board of Trustees of the Village of Western Springs accept and approve the attached Low Bid submitted by the Contractor, and approve and authorize the execution of the Construction Contract with the Contractor for completion of the Project, in substantially the form attached hereto as **Group Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Construction Contract. The President and Board of Trustees further authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Construction Contract.

Section 3: Appropriation and Authorization of Expenditure of Village Funds. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the use of funds from the Village's General Fund or other lawful sources to pay the Contractor to complete the Project and to pay all other Village approved costs that are necessary to fulfill the Village's obligations under the Construction Contract.

Section 4: Delivery of Contract and Other Documents. After their approval and execution by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and executed versions of the attached Low Bid document and the Construction Contract the Contractor, and to any other necessary parties or governmental oversight jurisdiction for submittal and record retention purposes.

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 8th day of September, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**Construction Contract to Be Entered Into
With Martam Construction, Inc. of Elgin, Illinois
for the Burlington Avenue Raised Pedestrian Crossing and Concrete Pavement Repairs Project**

and

**Bid Document
submitted by Martam Construction, Inc of Elgin, Illinois
for Completion of the Burlington Avenue Raised Pedestrian Crossing and Concrete Pavement Repairs
Project**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

A RESOLUTION ACCEPTING THE LOWEST COST, QUALIFIED, RESPONSIVE BID AND AUTHORIZING THE APPROVAL AND EXECUTION OF A CONSTRUCTION CONTRACT FOR THE BURLINGTON AVENUE RAISED PEDESTRIAN CROSSING AND CONCRETE PAVEMENT REPAIRS PROJECT TO BE ENTERED INTO WITH MARTAM CONSTRUCTION, INC. OF ELGIN, ILLINOIS, AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS, AND/OR MONIES FROM LAWFUL SOURCES (CONTRACT PRICE: \$374,018.40)

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 8th day of September, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 8th day of September, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 8, 2025

AGENDA ITEM 9.B.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager

RE: Proposal from V3 Companies for In-Depth Bridge Inspection (Action Recommended 9/22/25)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on August 27, 2025 and recommended the approval of a professional services agreement with V3 Companies for the performance of in-depth bridge inspections on the Commonwealth Avenue and 53rd Street bridges over Flagg Creek for an amount not to exceed \$25,000.

Summary

The Village maintains two bridges listed in the National Bridge Inventory:

Commonwealth Avenue over Flagg Creek – Structure No. 016-6804

53rd Street over Flagg Creek – Structure No. 061-6805

Both bridges are currently on a 24-month routine inspection cycle. In accordance with the Illinois Department of Transportation (IDOT) Structural Services Manual (Section 3.3.7), the in-depth inspection interval is a multiple of the routine inspection interval. Specifically, for structures on a 24-month routine cycle, IDOT recommends an in-depth inspection every 72 months (6 years). In-depth inspections provide a closer evaluation of structural elements that cannot be fully assessed during routine inspections. They are critical for identifying early signs of deterioration, ensuring public safety, and planning for future maintenance.

Financial Impact

Account 4801100-50100

Fund Professional Services.

2025 Budget \$25,000

Recommended Motion

I move to approve a professional services agreement with V3 Companies for the performance of in-depth bridge inspections on the Commonwealth Avenue and 53rd Street bridges over Flagg Creek for an amount not to exceed \$25,000.

Strategic Plan Alignment

N/A

File Attachments

1. Western Springs Bridge Inspection Proposal - 2025 08 15



August 15, 2025

Mr. Jeff Koza, PE, CFM
Director of Engineering/Village Engineer
Village of Western Springs
740 Hillgrove Ave.
Western Springs, IL 60558

RE: Village of Western Springs In-depth Bridge Inspections and Reports - 2025

Dear Mr. Koza:

On behalf of V3 Companies (V3), we are pleased to submit this proposal for the inspection of and reporting for the following two bridges in Western Springs. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto which sets forth the contractual elements of this agreement, will constitute an agreement between the Village of Western Springs (CLIENT) and V3 Companies, Ltd. (ENGINEER) for services on this project.

PROJECT UNDERSTANDING

V3 understands that the Village of Western Springs is requesting in-depth bridge inspections for SN 016-6804 and SN 016-6805. V3 will provide inspection personnel including an IDOT designated Team Leader to perform the inspections. Inspections will follow the National Bridge Inspection Standards (NBIS) and reporting requirements outlined by the Illinois Department of Transportation (IDOT).

SCOPE OF SERVICES

Full NBIS Inspections

V3 will perform the required, in-depth IDOT NBIS bridge inspections and reporting for the following bridges that require NBIS reporting and have been previously inspected:

- SN 016-6804 – Commonwealth Avenue over Flagg Creek (due November 15, 2025)
- SN 016-6805 – 53rd Street of Flagg Creek (due November 15, 2025)

Completion of all required forms for NBIS reporting will be done and provided to Western Springs' Program Manager (Jeff Koza) to be filed through IDOT. Additionally, V3 will provide results in a letter report that will detail any deficiencies of the bridge, provide appropriate photographic documentation, provide an estimate of probable cost for any recommended repairs, and provide recommendations for timing of future inspections and work.

The Scope of Services includes pre-inspection prep work which includes review of existing bridge plans, available photographs, and past inspection data. As well, V3 performed a pre-inspection site visit to determine if the use of a snooper is feasible. Due to the proximity and size of the surrounding trees snooper access may be limited in some areas but will be used where access is available. V3 will coordinate the equipment rental (snooper) and traffic control required (one way lane closure).

SCHEDULE

Both inspections shall be inspected within their NBIS designated interval. The reports and additional documentation will be completed within 30 days following the date of inspection.

COMPENSATION

V3 Companies will be paid a total “not-to-exceed” cost of **\$12,000.00** (\$6,000 per structure for two locations) for the scope of services as outlined above including expenses.

In addition to the professional services set forth above, the Village of Western Springs will be billed for a snoopier truck rental directly and associated traffic control. Alternatively, V3 will be compensated for these reimbursable expenses if coordinated. The cost of a single-day snoopier rental is expected to be **\$13,000**. The cost of traffic control will be determined.

Compensation Summary:

Bridge Inspections and Reports:	\$ 12,000
Snoopier Rental 1 Day:	\$ 13,000
Total:	\$ 25,000

ADDITIONAL CONTRACT STIPULATIONS

- If there are any instances where a structure is not accessible and cleaning or debris removal is necessary to facilitate a thorough inspection, V3 will inform the City, who shall provide such cleaning and removal.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions regarding this submittal or require additional information, please contact Bill Vegrzyn at 630-330-4241 or Zaida Morillo at 407-925-4740.

Sincerely,
V3 Companies



William J. Vegrzyn, P.E., S.E.
Senior Project Manager



Zaida Morillo, P.E., S.E.
Structural Group Leader

Accepted for:
Village of Western Springs

BY: _____

TITLE: _____

DATE: _____



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 8, 2025

AGENDA ITEM 9.C.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Water & Sewer On-Call Repair Services Independent Contractor Agreements (Action Recommended 9/22/25)

Recommendation

Consider the approval and award of Independent Contractor Agreements to Calumet City Plumbing Co., Inc., Anchor Heavy Civil, LLC, and IHC Construction Companies, LLC for Water & Sewer On-Call Repair Services.

Summary

The Village budgets annually for contractual repairs and occasionally outsources repairs when underground utility depths exceed the Village staff and equipment capabilities, when breaks happen in succession and staff are unable to address the various breaks or have worked continuous hours, and where safety would be compromised with the existing Village equipment. These instances can happen on an emergency (unscheduled) or a pre-planned (scheduled) basis.

On August 14, the Village issued a Request for Qualifications (RFQ) for Sewer and Water On-Call Repair Services. On Thursday, August 28, the Village received a total of five (5) proposals. Proposals were received from the following firms:

1. IHC Construction Companies, LLC
2. Anchor Heavy Civil, LLC
3. Calumet City Plumbing Co., Inc.
4. Unique Plumbing Co.
5. Chas F. Bruckner and Sons Inc.

After receiving the proposals, staff from the Municipal Services Department reviewed each proposal based on the following criteria:

1. Contractor Qualifications
2. Relevant Examples Provided
3. Project Understanding

4. Proposal Price

Because this was a Request for Proposals (RFP), the contractors were not selected or judged based on the proposal pricing; however, it was a consideration in the scoring process. Staff is recommending awarding the contract to the following pool of contractors:

1. IHC Construction Companies, LLC
2. Anchor Heavy Civil, LLC
3. Calumet City Plumbing Co., Inc.

Staff completed a cost comparison of an outsourced project by Calumet City Plumbing Co., Inc. to determine the budgetary impacts of an outsourced versus in-house watermain break repair. To complete this cost comparison, staff used the hours and equipment utilized by Calumet City Plumbing and FEMA's 2025 Schedule of Equipment Rates.

Attached is a copy of the February invoice from Calumet City Plumbing and the analysis completed by staff. The findings determined that while outsourcing the project exceeded an in-house repair by \$2,024.96, the in-house repair required 3 to 4 additional staff.

Financial Impact

The Village budgets for contractual water system repairs annually.

Account 4303510 62020
Fund Water Systems
2025 Budget \$30,000
Project Cost As required

Recommended Motion

I move to approve and award Independent Contractor Agreements to Calumet City Plumbing Co., Inc., Anchor Heavy Civil, LLC., and IHC Construction Companies LLC for Water & Sewer On-Call Repair Services.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. WMB COST COMPARISON
2. CAL CITY INV-612
3. CAL CITY PLUMBING PROPOSAL
4. ANCHOR HEAVY CIVIL PROPOSAL
5. IHC CONSTRUCTION PROPOSAL

WATERMAIN BREAK IN-HOUSE V. OUTSOURCED COST COMPARISON

QTY	DESCRIPTION	STRAIGHT TIME	OT (x1.5)	RATE	AMOUNT
3	Supervisor	\$ 57.92			\$ 173.76
9.5	Supervisor		\$ 86.88		\$ 825.36
3	Laborer (6)	\$ 193.44			\$ 580.31
9.5	Laborer (6)		\$ 290.16		\$ 2,756.48
12.5	Supervisor Truck			\$ 40.45	\$ 505.63
12.5	Six Wheel Dump			\$ 100.63	\$ 1,257.88
12.5	Backhoe			\$ 110.03	\$ 1,375.38
12.5	Ambulance - Utility Truck			\$ 40.45	\$ 505.63
12.5	Water Van - Utility Truck			\$ 40.45	\$ 505.63
				VILLAGE COST	\$ 8,486.04
				CONTRACTOR	\$ 10,511.00
				DIFFERENCE	\$ (2,024.96)



P.O. Box 150
Calumet City, IL 60409
Phone: (708) 868-0074
Fax: (708) 868-0102
www.ccp1967.com

INVOICE

Invoice No
66612
Invoice Date
2/12/2025

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

Site: 3932 Forest Avenue
Water Department

Western Springs, IL 60558

Dispatch No	Customer PO	Terms	Due Date
D043346		Net 30 Days	3/14/2025

Description of Repair:

2/12/2025: Found water pushing by an asphalt patch in the concrete road. Broke out street, excavated 4', and had water coming from the North at the road fabric 2' below grade. Village called the leak locating company and they located the leak approximately 12' North of excavation. Saw cut and broke out the street. Excavated and found a circle break on the 6" main. Installed a Village supplied 6"x15" repair clamp. Checked for leaks, none found. Backfilled both areas with Village supplied stone leaving low for the Village to cold patch. Left barricades around the areas. PC not responsible for future settling due to frost / frozen ground. Maintenance of excavation and final restoration of same to be done by owner.

Date	QTY	U/M	Description	Rate	Amount
2/12/2025	3.00	Foreman	Straight Time	145.00	435.00
2/12/2025	9.50	Foreman	Overtime	185.00	1,757.50
2/12/2025	4.00	Laborer (2)	Straight Time	133.00	532.00
2/12/2025	20.00	Laborer (2)	Overtime	165.00	3,300.00
2/12/2025	3.00	Operator	Straight Time	154.00	462.00
2/12/2025	9.50	Operator	Overtime	195.00	1,852.50
2/12/2025	12.50	Six Wheel Dump		59.00	737.50
2/12/2025	1.00	6 x 6 Alum Shore Box		72.00	72.00
2/12/2025	12.50	Excavator Medium		55.00	687.50
2/12/2025	1.00	Trailer		65.00	65.00
2/12/2025	1.00	Hydraulic Breaker		135.00	135.00
2/12/2025	12.50	Site Utility Truck		38.00	475.00

Lic # 055-008908

Invoice Amount: \$10,511.00

281 River Oaks Drive
P.O. Box #150
Calumet City, IL 60409



Tel: 708-868-0074
Fax: 708-868-0102
Web: ccp1967.com

August 28, 2025

Village of Western Springs

Attn: Ms. Diana Puga, Municipal Services Coordinator
740 Hillgrove Avenue
Western Springs, IL 60558

RE: Statement of Interest - Water & Sewer On-Call Repair Services

Dear Ms. Puga:

Calumet City Plumbing & Heating Co., Inc. (CCP) respectfully submits our interest in providing **Water & Sewer On-Call Repair Services**—both scheduled and unscheduled—for the **Village of Western Springs**.

CCP is a licensed and experienced plumbing contractor that has delivered reliable, high-quality on-call repair services to numerous municipalities throughout Northeastern Illinois. Our company was founded on a core commitment to **customer service and responsiveness**, and we have proudly upheld that standard since our inception.

We offer **24/7/365 emergency response**, with live operators always available to take your call and dispatch assistance immediately. Emergencies like watermain breaks or sinkholes due to sewer defects are more than just infrastructure issues—they are **critical safety concerns** that demand urgency, professionalism, and expertise. We recognize the strain placed on Village personnel and residents in these situations, and we are prepared to respond with speed and precision.

To ensure full coverage, CCP maintains a **dedicated on-call crew**, as well as a **second backup crew** available specifically for weekend emergencies. Our staffing structure ensures rapid mobilization even during high-demand periods.

CCP fully understands the scope of the work, which includes scheduled and emergency repairs, replacements, and installations involving water and sewer infrastructure such as:

- Watermains
- Storm, sanitary, and combined sewers
- Fire hydrants
- Valve repairs and insertions
- Manholes
- Service line breaks
- Blocked or collapsed sewer lines
- Exploratory excavation to locate underground utilities

281 River Oaks Drive
P.O. Box #150
Calumet City, IL 60409



Tel: 708-868-0074
Fax: 708-868-0102
Web: ccp1967.com

We also acknowledge that this agreement does not guarantee a specific quantity of work or project assignments during the term of the master agreement.

Enclosed, please find our **Statement of Qualifications**, including licensing, certifications, and a summary of relevant experience with similar municipal projects.

We appreciate the opportunity to support the Village of Western Springs and look forward to building a strong working relationship through this on-call contract.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Moe', followed by a stylized flourish or scribble.

Moe Giglio
President

281 River Oaks Drive
P.O. Box #150
Calumet City, IL 60409



Tel: 708-868-0074
Fax: 708-868-0102
Web: ccp1967.com

Key Personnel

Moe Giglio – President / Head of Safety

Experience: 15 years

Moe worked his way through the ranks sweeping the floor and putting away fittings, to becoming an Illinois Licensed Plumber and Cross Connection Control Device Inspector. He is truly fortunate to be surrounded by so many dedicated team members who he has come to respect and trust. Moe's well-rounded skillset allows him to assist in all aspects of CCP. He can be found anywhere from the back of the shop repairing equipment all the way up to the front office assisting in billing. For the last 5 years he has led the bi-monthly safety meetings and brought together employees who together re-wrote the Safety Manual to make it specific to the hazards associated with our work.

Michael Giglio – Vice President / Business Development

Experience: 32 years

Michael carries experience, which few can parallel. As a licensed Plumber and Cross Connection Control Device Inspector, certified in Underground Excavation Competency and Confined Space Entry, Michael has become a local reference to both municipal public works directors and civil engineers.

With a commonsense approach, Michael has knowledge and experience in virtually all ground conditions, shoring protections, lift stations, storm water management systems, sanitary sewers, domestic water/fire main piping, and emergency repairs and remediation. Michael is well versed in line drawing assessments as well as design/build and value engineering techniques.

Jeromy Turturillo- Operations Superintendent

Experience: 5 years

As the head of the Sewer & Water Department, Jeromy is responsible for all aspects including safety, operations, workmanship, efficiency, and Municipal relations. Jeromy is responsible for the long-term outlook and success of the department and pushes all to continuously improve.

Jason Bonczalski- Project Manager

Experience: 20 years

Jason is a lifetime Illinois Laborer's Union Member and has nearly 20 years of on-the-job experience including Field Foreman. Jason is comfortable in both the Municipal & Industrial environments & carries both OSHA and numerous other Safety Certifications. He is dedicated to making sure the finest of details are met to ensure the job is completed to the customers' highest standards in a timely manner. Jason takes pride in the finished product, CCP name, and looks forward to many years of satisfied customers.

Darnell Calicott- Project Manager

Experience: 28 years

Darnell Calicott has 28 years of experience in the sewer and water industry. In 2004 he received a Safety Award from LIUNA. Certified in underground excavation, confined space, OSHA 30, First Aid and CPR. Darnell has been employed with Calumet City Plumbing for 15 years, 10 of those years were in the field. In 2017 he was brought into the office to learn the management side of the sewer and water industry. With a smile on his face Darnell works with the municipalities on watermain leaks, water service repairs/replacements, fire hydrant repairs/replacements, sanitary sewer main line and service repair/replacement.

281 River Oaks Drive
P.O. Box #150
Calumet City, IL 60409



Tel: 708-868-0074
Fax: 708-868-0102
Web: ccp1967.com

David White- Project Manager

Experience: 15 years

David has 15 years of Municipal Sewer & Water experience. His time spent in the field repairing and installing mixed with his time as a Supervisor with a Local Municipality makes him well versed in the many aspects of getting the job done safely while having an appreciation for the wide array of factors that go along with emergency work. David has been with CCP for 1 year but has brought many years of experience along with him.

Chris Jenczmionka- Operations / Scheduling

Experience: 15 years

Chris is CCP's "Air Traffic Controller" as he is responsible for coordinating the Labor & Equipment to staff the emergency Sewer & Water work. He ensures the right personnel and skillsets are sent for the scope of work required. Chris is responsible for the daily operations, including J.U.L.I.E. dig tickets, truck and equipment maintenance and repair, and quality control check and balances. Chris is the behind-the-scenes player ensuring the success of every call.

281 River Oaks Drive
P.O. Box #150
Calumet City, IL 60409



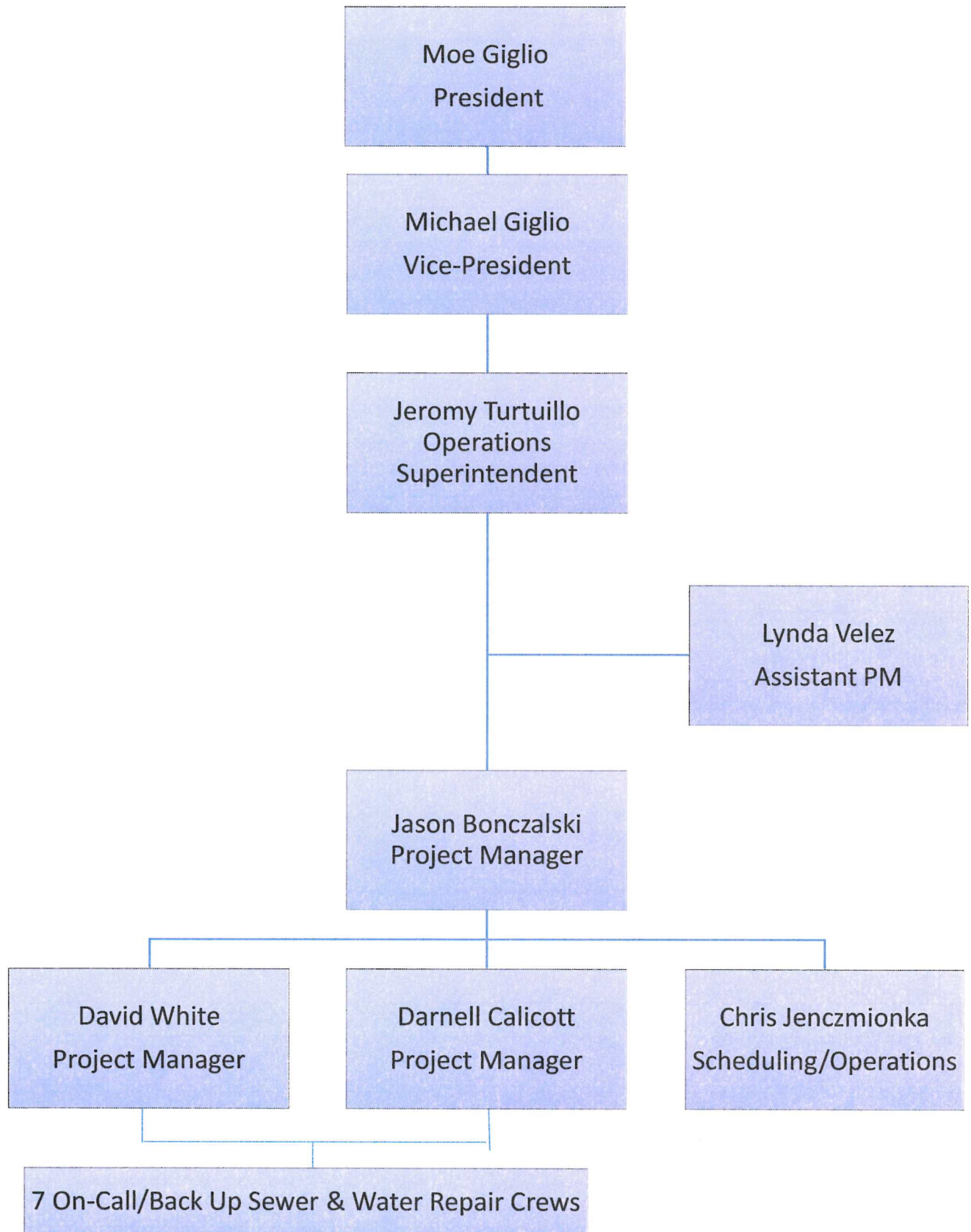
Tel: 708-868-0074
Fax: 708-868-0102
Web: ccp1967.com

Village of Western Springs Water & Sewer On-Call Repair Services Request for Qualifications

Services Provided

- Water Main Installation & Repairs
- Sanitary, Storm, Combined Sewer Installation & Repairs
- Fire Hydrant & Hydrant Valve Installation
- Service Line Installation & Breaks
- Valve Repairs
- Valve Insertion
- Manholes
- Blocked or Collapsed Sanitary Sewer Lines
- Exploratory Excavation to Locate Utilities
- Jet/Vac Hydro-Excavation
- Water Meter Replacements
- Backflow Testing & Repairs
- Plumbing New Construction
- Plumbing Service, including, but not limited to:
 - Fixture Repairs & Replacements
 - Low Water Pressure Restoration
 - Domestic hot Water Heater Replacement
 - Water Leaks & Pipe Thawing
 - Drain Rodding/Jetting
 - Sewer Televising & Locating
 - Booster Pump Inspection & Replacements

Calumet City Plumbing Organizational Chart



281 River Oaks Drive
P.O. Box #150
Calumet City, IL 60409



Tel: 708-868-0074
Fax: 708-868-0102
Web: ccp1967.com

Village of Wester Springs
Request for Qualifications (RFQ)
Water & Sewer On-Call Repair Services
Relevant Experience

Municipality: Village of Lansing
Contact: Administrator Dan Podgorski
Telephone: 708-895-7208
Email: dpodgorski@villageoflansing.org
Address: 3141 Ridge Road Lansing, IL 60438
Served Since: 2001

Municipality: Village of South Holland
Contact: Michael Cramer, Director of Public Works
Telephone: 708-339-2323
Email: mcramer@southholland.org
Address: 155 W 162nd Street South, Holland, IL 60473
Served Since: 2001

Municipality: City of Blue Island
Contact: Michael Schroeder, Supervisor of Public Works
Telephone: 708-597-8604
Email: mschroeder@cityofblueisland.org
Address: 13051 Greenwood Avenue Blue Island, IL 60406
Served Since: 2001

Municipality: Village of Bellwood
Contact: Marty Walker, Director of Public Works
Telephone: 708-547-3541
Email: Mwalker@vil.bellwood.il.us
Address: 3200 Washington Blvd. Bellwood, IL 60104
Served Since: 2015

Municipality: Village of Alsip
Contact: Mike Fraider, Superintendent of Public Works
Telephone: 708-385-6902
Email: mfraider@villageofalsip.org
Address: 4500 West 123rd Street Alsip, IL 60803
Served Since: 2017

281 River Oaks Drive
P.O. Box #150
Calumet City, IL 60409



Tel: 708-868-0074
Fax: 708-868-0102
Web: ccp1967.com

CALUMET CITY PLUMBING & HEATING CO., INC.
STATEMENT OF QUALIFICATIONS

FOR

VILLAGE OF WESTERN SPRINGS
WATER & SEWER ON-CALL REPAIR SERVICES

RFQ DUE: THURSDAY, AUGUST 28, 2025 AT 10 AM

281 River Oaks Drive
P.O. Box #150
Calumet City, IL 60409



Tel: 708-868-0074
Fax: 708-868-0102
Web: ccp1967.com

CERTIFICATION OF STATE LICENSING REQUIREMENTS

I, **Moe Giglio**, do hereby certify that I am **President** of **Calumet City Plumbing & Heating Co., Inc.** and that I am a licensed plumber (058-197785) in the State of Illinois and that Calumet City Plumbing & Heating Co., Inc. is a licensed plumbing contractor (055-008908) in the State of Illinois. Furthermore, I certify that the contractor has not been the subject of any suspension or revocation of such license(s) held by the company, or of any director, officer, or manager of the company.

Name of Firm Calumet City Plumbing & Heating Co., Inc.

Signature 

Title Moe Giglio, President

Date 8/28/2025

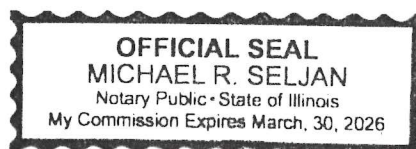
Corporate Seal (where appropriate)

On this **28th** day of **August 2025**, before me appeared **Moe Giglio** to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he was properly authorized by **Calumet City Plumbing & Heating Co., Inc.** to execute the affidavit and did so as his free act and deed.


Notary Public

Commission Expires 3/30/2026

Notary Seal





**Illinois Department of
PUBLIC HEALTH**

EH0198426

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE **09/30/2025**

CATEGORY **6A**

I.D. NUMBER **055-008908**

**CALUMET CITY PLBG & HTG CO INC
PLUMBING CONTRACTOR
REGISTRATION**

CALUMET CITY PLBG & HTG CO INC
281 River Oaks Drive
Calumet City IL 60409

MICHAEL GIGLIO

07

Cook

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #EH-21-044

SCHEDULE OF PRICES – SEWER UTILITIES

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS AGREEMENT

The Respondent, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and agreement documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

Item #	Labor	Unit	Regular Time	Overtime	Weekends/ Holidays
L1.	Laborer	Hour	\$ 145.00	\$ 180.00	\$ 205.00
L2.	Operator	Hour	\$ 180.00	\$ 220.00	\$ 265.00
L3.	Foreman	Hour	\$ 160.00	\$ 205.00	\$ 245.00
Equipment					
E1.	Pavement Sawcutting	Hour	\$ 300.00	\$ 350.00	\$ 400.00
E2.	Excavator	Hour	\$ 70.00	\$ 70.00	\$ 70.00
E3.	Skid Steer	Hour	\$ 50.00	\$ 50.00	\$ 50.00
E4.	Dump Truck	Hour	\$ 75.00	\$ 75.00	\$ 75.00
E5.	Utility Truck	Hour	\$ 65.00	\$ 65.00	\$ 65.00
E6.	Plate Compactor	Day	\$ 150.00	\$ 150.00	\$ 150.00
E7.	Traffic Control	Occurrence	\$ 2,500.00	\$ 3,000.00	\$ 3,500.00

SCHEDULE OF PRICES – WATER UTILITIES

Item #	Labor	Unit	Regular Time	Overtime	Weekends/ Holidays
L1.	Laborer	Hour	\$ 145.00	\$ 180.00	\$ 205.00
L2.	Operator	Hour	\$ 180.00	\$ 220.00	\$ 265.00
L3.	Foreman	Hour	\$ 160.00	\$ 205.00	\$ 245.00
Equipment					
E1.	Service Truck	Hour	\$ 65.00	\$ 65.00	\$ 65.00
E2.	Backhoe	Hour	\$ 60.00	\$ 60.00	\$ 60.00
E3.	Dump Truck	Hour	\$ 75.00	\$ 75.00	\$ 75.00
E4.	Bobcat	Hour	\$ 50.00	\$ 50.00	\$ 50.00
E5.	End Loader	Hour	\$ 60.00	\$ 60.00	\$ 60.00
E6.	Excavator - Small	Hour	\$ 55.00	\$ 55.00	\$ 55.00
E7.	Excavator - Medium	Hour	\$ 70.00	\$ 70.00	\$ 70.00
E8.	Excavator - Large	Hour	\$ 180.00	\$ 180.00	\$ 180.00
E9.	Jet/Vactor	Hour	\$ 220.00	\$ 220.00	\$ 220.00
E10.	Trailer	Hour	\$ 18.00	\$ 18.00	\$ 18.00
E11.	Site Utility Truck	Hour	\$ 65.00	\$ 65.00	\$ 65.00
E12.	Traffic Control	Occurrence	\$ 2,500.00	\$ 3,000.00	\$ 3,500.00



August 28, 2025

Diana Puga
Village of Western Springs
740 Hillgrove Avenue, Western Springs, Illinois 60558

Attn: Diana Puga
Re: Water & Sewer On-Call Repair Services

To the Village of Western Springs,

ANCHOR HEAVY CIVIL, LLC. ("Anchor") is pleased to offer the following proposal to perform the scope of services as outlined in the Request for Qualifications (RFQ) provided by the Village of Western Springs, IL. Anchor is a veteran owned business (SDVOSB) registered with the State of Illinois (IPG-0629624) that is led by a senior management team with extensive experience with sewer and water main and water service construction in northeastern Illinois (certifications & resumes attached).

Please see attached required submittal documents along with proposed unit prices as requested in the RFQ (attached) for the following bid proposal:

Water & Sewer On-Call Repair Services – **See attached Completed Schedule of Prices**

Anchor agrees to comply with all provisions and requirements of the specifications and agreement documents provided.

Thank you for considering Anchor Heavy Civil for work on this contract. Please direct any questions regarding this bid proposal to Collin Quinn at cquinn@anchorheavycivil.com or (815) 276-1034.

Sincerely,

Collin Quinn, P.E.
Vice President
Anchor Heavy Civil, LLC
312 N May Street, Suite 100
Chicago, IL 60607

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REQUEST FOR QUALIFICATIONS (RFQ)

III. SUBMITTAL REQUIREMENTS

A. LETTER OF INTEREST:

Anchor Heavy Civil LLC ("Anchor") is interested in performing the scope of services for Western Springs as outlined in the Request for Qualifications (RFQ): WATER & SEWER ON-CALL REPAIR SERVICES (Issued 8/14/2025). Anchor understands the scope of work and the terms upon which the work may be assigned to bid respondents as outlined in the RFQ.

B. CERTIFICATION STATEMENT:

Anchor meets the appropriate state licensing requirements to practice in the State of Illinois. Copies of permits, licenses, and state registration numbers available upon request. Anchor's State of Illinois Vendor Registration Number is IPG-0672244. Anchor's IDOT Subcontractor Registration # is 17792

C. RELEVANT EXPERIENCE:

Please see attached resumes and work experience lists. In addition to the attached resume work experience lists, Anchor has the following client list with recent relevant experience for the scope of services listed in the RFQ (watermain, storm, sanitary, combined sewers, fire hydrants, and/or service line breaks, valve repairs, valve insertion, manholes, and blocked or collapsed sanitary sewer lines, and/or exploratory excavation to locate utilities).

Name of Organization: ILLINOIS AMERICAN WATER

Year of Contract: 2025-2028

Contact Name: MARK FAISON

Telephone No: 708-765-3967

Email Address: MARK.FAISON@AMWATER.COM

Name of Organization: CITY OF HARVEY, IL

Year of Contract: 2024, 2025

Contact Name: RICHARD SEPUT

Telephone No: 708-945-0323

Email Address: rseput@cityofharveyil.gov

Name of Organization: CHICAGO HEIGHTS

Year of Contract: 2024, 2025

Contact Name: GILBERTO AYALA JR

Telephone No: 708-200-7860

Email Address: gayala@chicagoheights.net

Name of Organization: PALOS HEIGHTS

Year of Contract: 2024, 2025

Contact Name: STEVE MALINOWSKI

Telephone No: 708-417-5360

Email Address: smalinowski@palosheights.org

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D. ORGANIZATION INFORMATION & SERVICES PROVIDED:

Steve Evans (Utility Division Operations Manager): 35+ years experience (Primary Contact)

Fidel Salinas Sr. (Senior Foreman): 20+ years experience (Main field point of contact (typ.)

Collin Quinn, PE (Vice President): 20+ years experience

Anchor offers the following services currently:

- Water / sewer / sanitary service repairs
- Water service, hydrant, and meter installation & plumbing
- EZ Valve installation
- Directional Drilling
- Sewer televising & cleaning
- Potholing / vacuum excavation
- Concrete flatwork, and roadway patching / repairs
- Traffic Control for lane closures / roadway work as needed
- Permitting as needed for state roads and municipal licenses

Commission on Equity and Inclusion - Certification Summary
(Anchor Heavy Civil, LLC)

Certification Summary

Certification Information

Certification Number		Certification Status	Active
Certification Type	Service-Disabled Veteran Owned Small Business	Application Type	Full BEP VBP Application
Certification Date	07/24/2023	Expiration Date	07/24/2028

Vendor Information

Legal Business Name	Anchor Heavy Civil, LLC	Doing Business As (DBA/Trade) Name	
Physical Address	312 N May, Suite 100, Chicago, Illinois, 60607	Mailing Address	312 N May, Suite 100, Chicago, IL, 60607
Physical Address County	Cook	Mailing Address County	
Business Phone Number	(312) 404-8168	Website URL	
House of Representative District Number		Senate District Number	

Company Ownership Details

Company Legal Structure		Owner Name	Charles Frangos
Title		Contact Number	
Contact Email	cfrangos@anchorheavycivil.com	Ethnicity	Other
Gender	Male		

Capabilities

NAICS Codes		NIGP Codes	907 - 40 - Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting, 925 - 36 - Engineering Services (Not Otherwise Classified), 925 - 44 - General Construction: Management, Scheduling, Cost Estimation Engineering
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Letters & Certificates

Letter Type	Letter Date	View

7/25/2024 1:07:42 PM



CONTACT

☎ (815) 276-1034

✉ cquinn@anchorheavycivil.com

📍 312 N. May St, Suite 100
Chicago, IL 60607

🌐 www.anchorheavycivil.com

EDUCATION

UNIVERSITY OF ILLINOIS
AT CHICAGO

- Bachelor of Science, Civil Engineering

LICENSES & CERTIFICATIONS

- Licensed Professional Engineer (Civil) – IL (Active)
- OSHA 30 Hour
- CPR / First Aid First Responder
- Crane/Rigging/Signaling Safety Awareness
- Silica Dust Safety Awareness
- Lead Safety Awareness
- Trench Excavation Competent Person
- Confined Space Supervisor
- PMP, Facilities Management Leadership Training



COLLIN QUINN

VICE PRESIDENT

PROFILE

With a proven track record in project management, strategic planning, and client relations, Collin plays a pivotal role in driving the company's vision and growth. His leadership is instrumental in overseeing complex construction projects, ensuring they are completed on time, within budget, and to the highest quality standards. Collin is a licensed Professional Engineer holds a degree in Civil Engineering and is a certified Project Management Professional (PMP).

WORK EXPERIENCE

Anchor Heavy Civil

2024 - PRESENT

Vice President

- Director of estimating, sales, operations, and contract administration
- Project manager for heavy civil construction projects
- Preparation of monthly and quarterly comprehensive audits and profit and loss (P&L) reports

Judlau Contracting

2015 - 2024

Project Manager/Operations Manager

- Preparation, negotiation, and execution of project contract agreements from startup to closeout.
- Project manager for heavy civil construction projects (\$5-323 M).
- Prepared monthly and quarterly comprehensive audits and profit and loss (P&L) reports

Walsh Construction

2011 - 2015

Estimator & Project Engineer

- East Harrison Bridge Project (\$10 M)
- Circle Interchange - Harrison & Halsted Project (\$42 M)
- Illiana Expressway Technical Proposal / Estimate Team (\$1.5 B)
- Louisville-South Indiana Ohio River Bridges Project (\$860 M)
- O'Hare Modernization Program: Runway 9C-27C (\$37 M)

United States Navy

2000 - 2006

Nuclear Propulsion Plant Operator

- Power Plant operator and supervisor onboard the USS Albany (SSN 753) fast attack submarine.
- Qualified Engine Room Supervisor - Trained & supervised up to 6 personnel in the safe operation and maintenance of nuclear reactor (PWR) steam propulsion plant.
- Qualified Quality Assurance Inspector - Inspected, verified, and documented numerous quality-controlled work environments.
- Secret security clearance

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STEVE EVANS

OPERATIONS MANAGER - UTILITIES

CONTACT

☎ (219) 712-2005

✉ sevans@anchorheavycivil.com

📍 312 N. May St, Suite 100
Chicago, IL 60607

🌐 www.anchorheavycivil.com

LICENSES & CERTIFICATIONS

- STSC
- OSHA 10-Hour
- OSHA 30-Hour
- CPR
- Trench Excavation Competent Person
- Manlift Instructor
- Confined Space Training

PROFILE

Steve is a seasoned Superintendent at Anchor Heavy Civil, where he excels in overseeing the daily operations of construction sites with a keen eye for detail and a commitment to excellence. With over 35 years of hands-on experience in the industry, Steve ensures that projects are executed efficiently, safely, and to the highest quality standards. His expertise encompasses everything from managing subcontractors and coordinating schedules to resolving on-site challenges and maintaining compliance with regulations. Steve's proactive approach and problem-solving skills have earned him a reputation for delivering projects on time and within budget. He holds various industry certifications, and is dedicated to fostering a collaborative team environment while upholding the company's values of integrity and craftsmanship.

WORK EXPERIENCE

● Anchor Heavy Civil	2024 - PRESENT
Operations Manager	
● Judlau Contracting	2023 - 2024
Senior Sewer and Water Foreman	
● Airys, Inc.	2016 - 2023
Senior Sewer and Water Foreman	
● Walsh Construction	2008 - 2016
Superintendent of Highway Operations	
● Airys, Inc.	2004 - 2008
Sewer and Water Foreman	
● Walsh Construction	1999 - 2004
Superintendent of Sewer and Water	
● Reith Riley	1996 - 1999
Superintendent of Sewer and Water	
● Snow & Son	1992 - 1996
Sewer and Water Foreman	

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Key Staff Recent Project Experience

PROJECT DESCRIPTION	OWNER	OWNER PROJECT #
I-294/I-290/I-88 INTERCHANGE RECONSTRUCTION	ISTHA	I-21-4836
WOOD ST - ROADWAY & SEWER	IDOT	60Y72
WOOD ST - ROADWAY & WATER MAIN	IDOT	62P45
I-294 - GRAND/WOLF / I-490 / R S1/S2	ISTHA	I-17-4339
HARRIS CO US 290 SEG 1	TXDOT	0050-09-069
FM 1460 WILLIAMSON	TXDOT	2211-02-017
Travis County IH35	TXDOT	0015-13-379
Travis IH 35 (East Oltorf)	TXDOT	0015-13-378
Travis - SH 130 North	TXDOT	0440-06-017
Travis - SH 130 South	TXDOT	0440-06-018
11 BRIDGES - CITY OF CHICAGO	METRA	K72374
EOWA - INTERCHANGE I-290 - IRVING PARK RD	ISTHA	I-13-4607
159TH ST FROM GOUGAR RD TO WILL-COOK RD	IDOT	60L71
159TH ST FROM WILL-COOK RD TO RAVINIA AVE	IDOT	60L72
RESURF/WIDEN - SB I355 - 71ST TO 75TH STREET	ISTHA	I-13-5663

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Key Staff Work Category Experience

WORK CATEGORY	INVOLVEMENT
Earthwork	(Directly Managed / Self-Perform)
Portland Cement Concrete (PCC) Paving	(Directly Managed / Self-Perform)
Hot-Mix Asphalt (HMA) Plant Mix	Managed Subcontractors performing
HMA Paving	Managed Subcontractors performing
Cleaning and Sealing Cracks & Joints	(Directly Managed / Self-Perform)
Soil Stabilization and Modification	Managed Subcontractors performing
Aggregate Bases & Surfaces (Type A and Type B)	(Directly Managed / Self-Perform)
Structures (Highway, Railroad, and Waterway)	(Directly Managed / Self-Perform)
Structures Repair	(Directly Managed / Self-Perform)
Anchors and Tiebacks	(Directly Managed / Self-Perform)
Drainage	(Directly Managed / Self-Perform)
Drainage Cleaning	Managed Subcontractors performing
Electrical	Managed Subcontractors performing
Cover and Seal Coats (Type A and Type B)	Managed Subcontractors performing
Slurry Applications	Managed Subcontractors performing

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Key Staff Work Category Experience

WORK CATEGORY	INVOLVEMENT
Concrete Construction	(Directly Managed / Self-Perform)
Landscaping	(Directly Managed / Self-Perform)
Seeding and Sodding	Managed Subcontractors performing
Vegetation Spraying	Managed Subcontractors performing
Tree Trimming and Selective Tree Removal	(Directly Managed / Self-Perform)
Fencing	Managed Subcontractors performing
Guardrail	(Directly Managed / Self-Perform)
Grouting	(Directly Managed / Self-Perform)
Painting and Cleaning	(Directly Managed / Self-Perform)
Signing	(Directly Managed / Self-Perform)
Pavement Markings	(Directly Managed / Self-Perform)
Pavement Texturing and Surface Removal	Managed Subcontractors performing
Cold Milling, Planing and Rotomilling	Managed Subcontractors performing
Erection	Managed Subcontractors performing
Demolition	Managed Subcontractors performing

INTEGRITY. QUALITY. COMMITMENT.

SCHEDULE OF PRICES – SEWER UTILITIES

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS AGREEMENT

The Respondent, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and agreement documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

Item #	Labor	Unit	Regular Time	Overtime	Weekends/ Holidays
L1.	Laborer	Hour	\$145.00	\$185.00	\$225.00
L2.	Operator	Hour	\$180.00	\$225.00	\$270.00
L3.	Foreman	Hour	\$160.00	\$205.00	\$250.00
Equipment					
E1.	Pavement Sawcutting	Hour	\$25.00		
E2.	Excavator	Hour	\$85.00		
E3.	Skid Steer	Hour	\$85.00		
E4.	Dump Truck	Hour	\$95 .00		
E5.	Utility Truck	Hour	\$65.00		
E6.	Plate Compactor	Day	\$200.00		
E7.	Traffic Control	Occurrence	\$3,000.00		

SCHEDULE OF PRICES – WATER UTILITIES

Item #	Labor	Unit	Regular Time	Overtime	Weekends/ Holidays
L1.	Laborer	Hour	\$145.00	\$185.00	\$225.00
L2.	Operator	Hour	\$180.00	\$225.00	\$270.00
L3.	Foreman	Hour	\$160.00	\$205.00	\$250.00
Equipment					
E1.	Service Truck	Hour	\$65 .00		
E2.	Backhoe	Hour	\$85.00		
E3.	Dump Truck	Hour	\$95.00		
E4.	Bobcat	Hour	\$85.00		
E5.	End Loader	Hour	\$90.00		
E6.	Excavator - Small	Hour	\$65.00		
E7.	Excavator - Medium	Hour	\$100.00		
E8.	Excavator - Large	Hour	\$150.00		
E9.	Jet/Vactor	Hour	\$360.00		
E10.	Trailer	Hour	\$25.00		
E11.	Site Utility Truck	Hour	\$65.00		
E12.	Traffic Control	Occurrence	\$3,000.00		

The Village of Western Springs



Request for Qualifications (RFQ) WATER & SEWER ON-CALL REPAIR SERVICES

RFQ Issued: **Thursday, August 14, 2025**

Response Due: **10:00 A.M on Thursday, August 28, 2025**

The Village of Western Springs, Illinois ("Requestor") is issuing a Request for Qualifications ("RFQ") for qualified firms to submit responsive proposals in the form of a "Statement of Qualifications" ("SOQ") to provide Water & Sewer On-Call Repair Services.

In order to have your firm's SOQ considered, it must be submitted in a sealed envelope containing:

- One (1) original copy of the Letter of Interest and the SOQ

The sealed envelope shall be plainly marked:

Statement of Qualifications
Water & Sewer On-Call Repair Services
Attn: Diana Puga
Village of Western Springs
740 Hillgrove Avenue,
Western Springs, Illinois 60558
Submitted by: *CONTRACTOR NAME*

The SOQ must be received at the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558, **no later than 10:00 A.M., August 28, 2025 ("Submittal Deadline")**. The SOQs may be submitted by mail, delivery service, or in person. Faxed or emailed SOQs will not be accepted. In-person deliveries will only be accepted at Village Hall during the Village's current hours of operation. Any SOQ received after the Submittal Deadline closing time and date will not be considered.

SCHEDULE OF PRICES – SEWER UTILITIES

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS AGREEMENT

The Respondent, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and agreement documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

Item #	Labor	Unit	Regular Time	Overtime	Weekends/ Holidays
L1.	Laborer	Hour	\$136.00	\$175.00	\$212.00
L2.	Operator	Hour	\$175.00	\$222.00	\$268.00
L3.	Foreman	Hour	\$180.00	\$227.00	\$275.00
Equipment					
E1.	Pavement Sawcutting	Hour	\$250.00	\$325.00	\$400.00
E2.	Excavator	Hour	\$126.00	\$126.00	\$126.00
E3.	Skid Steer	Hour	\$84.00	\$84.00	\$84.00
E4.	Dump Truck	Hour	\$70.00	\$70.00	\$70.00
E5.	Utility Truck	Hour	\$25.00	\$25.00	\$25.00
E6.	Plate Compactor	Day	\$6.00	\$6.00	\$6.00
E7.	Traffic Control	Occurrence	\$1,000.00	\$1,250.00	\$1,500.00

SCHEDULE OF PRICES – WATER UTILITIES

Item #	Labor	Unit	Regular Time	Overtime	Weekends/ Holidays
L1.	Laborer	Hour	\$136.00	\$175.00	\$212.00
L2.	Operator	Hour	\$175.00	\$222.00	\$268.00
L3.	Foreman	Hour	\$180.00	\$227.00	\$275.00
Equipment					
E1.	Service Truck	Hour	\$50.00	\$50.00	\$50.00
E2.	Backhoe	Hour	\$126.00	\$126.00	\$126.00
E3.	Dump Truck	Hour	\$70.00	\$70.00	\$70.00
E4.	Bobcat	Hour	\$84.00	\$84.00	\$84.00
E5.	End Loader	Hour	\$103.00	\$103.00	\$103.00
E6.	Excavator - Small	Hour	\$54.00	\$54.00	\$54.00
E7.	Excavator - Medium	Hour	\$114.00	\$114.00	\$114.00
E8.	Excavator - Large	Hour	\$126.00	\$126.00	\$126.00
E9.	Jet/Vactor	Hour	\$114.00	\$114.00	\$114.00
E10.	Trailer	Hour	\$10.00	\$10.00	\$10.00
E11.	Site Utility Truck	Hour	\$25.00	\$25.00	\$25.00
E12.	Traffic Control	Occurrence	\$1,000.00	\$1,250.00	\$1,500.00



August 28, 2025

Re: Western Springs, IL - Water & Sewer On-Call Repair Services

IHC Construction Companies commits to performing the full scope of work described within the specifications of the bid documents in the desired time by the Village of Western Springs. Attached to this bid package is supporting documents of relevant work experience, company data and history, equipment, and staff we count on to complete all necessary work.

Thank you,

IHC Construction Companies LLC



IHC UTILITY DIVISION CAPABILITY STATEMENT:

For over seventy years, IHC Construction Companies Utility Division has offered a wide range of services in the overhead and underground utility maintenance and installation industry. IHC began its relationship with the Utility Companies back in the late 1940's. Initial projects executed for the principal phone and electrical companies (Illinois Bell Telephone and Commonwealth Edison) remain as customers today in a much different workplace.

We have seen conduit distribution systems change from clay and concrete installed in open-cut methods, to today's directionally bored installations made from PVC & HDPE pipe. The key has been IHC's commitment to service its customers with today's technology at competitive pricing, with the ability to adapt to what the marketplace is requesting.

Fifty-plus year relationships between owner and customers are rare in any industry, but it is what we strive for, not only in telecommunications but also the sewer and water markets as well. IHC has maintained an abundance of relationships with local municipalities over the years and has assisted in the installation and maintenance of various underground utility systems.

While still willing, able, and equipped to do open-cut installations, IHC began using directional boring in the early 1990's in the technology's infancy stage. The radical evolution of equipment development through the 90's finds us today with a well-maintained fleet of machines and support equipment to meet a variety of pipe installations, in all ground and weather conditions here in the Midwest.

Our solid foundation of construction experience and commitment to excellence over the past seven decades has enabled us to offer creative solutions to our clients with a high level of industry knowledge and expertise. Whether new construction or modifications to existing infrastructure, we provide a comprehensive portfolio of services from pre-construction to final occupancy.

IHC's workforce has experienced foremen (many with over ten years drilling and open cut tenure), and the depth to complete the largest and most challenging of projects on time and within budget.



Services:

- Directional Drilling
- Open Cut Pipe Trenching
- Power Rodding
- Cable Placement
- Structure Installations
- Areas of Expertise:
- Conduit Installations and Rearrangements
- Manholes/Handholes, New and Re-Builds
- Vault/Drainage Structures
- Fiber Optic Cable and Hardware Placement
- Innerduct Installations
- Water/Sewer Infrastructure
- Casing under Roads, Tracks, etc.
- River Crossings.
- Cable Entrance Facilities
- Lead Water Service Replacement

Client Sample:

- AT&T
- Verizon
- Crown Castle
- Zayo Group
- Ledcor Technical Services
- City of Aurora
- City of Naperville
- City of Elgin
- North Shore Water Reclamation District
- Lake County

NAICS Codes:

2211 Electric Power Generation, Transmission & Distribution
221122 Electric Power Distribution
2213 Water, Sewage and Other Systems
221310 Water Supply and Irrigation Systems
221320 Sewage Treatment Facilities
2362 Nonresidential Building Construction
236210 Industrial Building Construction
236220 Commercial and Institutional Building Construction
2371 Utility System Construction
237110 Water and Sewer Line and Related Structure Construction
237130 Power and Communication Line and Related Structures Construction
2389 Other Specialty Trade Contractors

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Southeast Regional Office: 2700 Delk Road SE Suite 210, Marietta, GA 30067 • Phone: 404-497-7619 • Fax: 404-585-5085

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ESTABLISHED 1906



NAME & CONTACT INFORMATION

IHC CONSTRUCTION COMPANIES LLC HEADQUARTERS

385 Airport Rd., Suite 100, Elgin, IL 60123
P. 847-742-1516 F. 847-742-6610
www.ihcconstruction.com

OTHER OFFICES

Repair and Fabrication Shop/Yard
Underground Office/Warehouse
1260 Bell Ct., Pingree Grove, IL

Southeast Regional Office
2700 Delk Rd. SE Suite 210, Marietta, GA

INSURANCE & BONDING

Insurance Limits

General Liability

Each Occurrence: \$2,000,000
Personal & Adv Injury: \$2,000,000
General Aggregate: \$4,000,000
Products- Comp/Op Agg: \$4,000,000
Automobile: \$1,000,000
Excess Umbrella: \$50,000,000
Workers Compensation: \$1,000,000
Pollution/Professional Liability:
\$5,000,000

Bonding

Continental Casualty (CNA)

118
YEARS IN BUSINESS

230
STAFF MEMBERS

\$220 MILLION
2023
PROJECT REVENUE

HISTORY OF THE FIRM:

CORPORATE STRUCTURE, EXPERIENCE & BACKGROUND

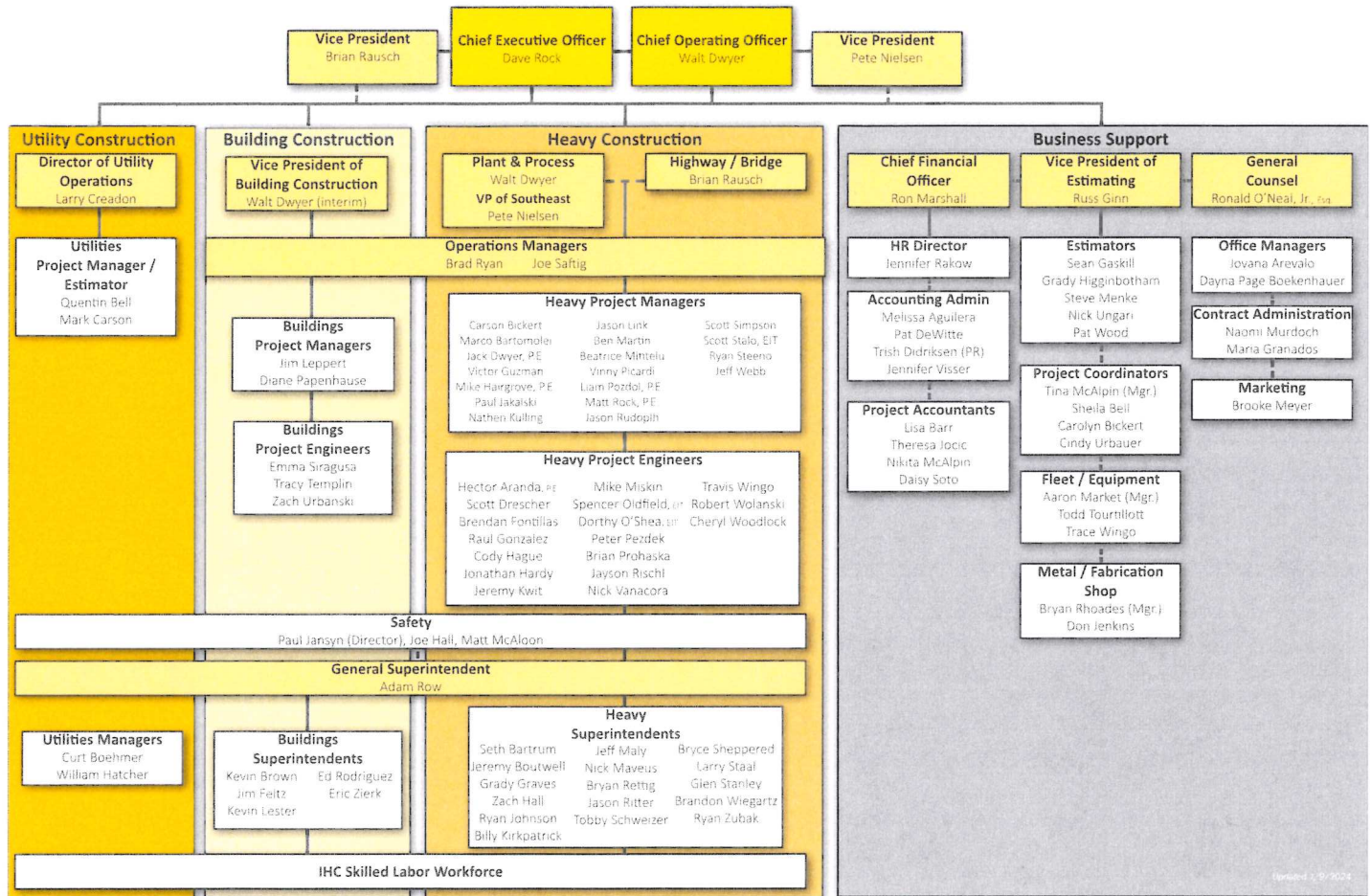
IHC Construction Companies LLC (IHC) is a full-service General Contracting, Design-Build, and Construction Management firm. Established in 1906 as Illinois Hydraulic Construction Company, the firm initially manufactured concrete blocks compressed by hydraulic pressure. The organization evolved through different eras of construction as markets and technologies changed. In 1980 the firm focused on the core construction specialty areas of today, including: Plant & Process, Heavy/Civil, Buildings, and Utility Construction. Since 2002, David Rock has served as President/Chief Executive Officer of IHC Construction Companies LLC.

IHC is registered to practice business in the States of Illinois (File #0063312-7) and Georgia (Control #18011244).

NAICS CODES

236115, 236116, 236210, 236220, 237110, 237120, 237130, 237310, 237990, 238110, 238290, 238910

IHC Organizational Chart



FIRM STRUCTURE

IHC Construction is a Limited Liability Company (LLC) and is registered to practice in the State of Illinois. We have provided construction services in NE Illinois since 1994. The LLC was filed on December 3, 2001. We have operated under our current company name for 23 years. Business established in 1906.

FORMER COMPANY NAMES

IHC Group, Inc. (1994-2001)
 Illinois Hydraulic Construction Co., Inc (1947-1994)
 Illinois Hydraulic Stone & Construction Co. (1906-1947)

LLC MEMBERS



David J. Rock, Member
Chief Executive Officer



Walter P. Dwyer, Member
Chief Operations Officer



Peter D. Nielsen, Member
Vice President / EEO Officer



Brian T. Rausch, Member
Vice President



John W. Dwyer, Member
Project Manager



Matthew D. Rock, Member
Project Manager



Bradley P. Ryan, Member
Operations Manager



Joseph M. Saftig, Member
Operations Manager

IHC Construction Companies LLC - UG Utility Reference List

<u>Client/Completion Date</u>	<u>Project Description</u>	<u>Location</u>	<u>Value</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>
SNH Medical Office Properties/The RMR Group March 2020	Lakeside Pointe Fire Main Replacement	Waukegan, IL	\$190,125.00	Tyler Reynolds	708-831-4061	treynolds@rmrgroup.com
City of Aurora-April 2020	Water Main Lining & Replacement	Aurora, IL	\$2,000,000.00	Kurt Muth	630-256-3200	kmuth@aurora-il.org
Village of Tinley Park- Nov 2020	Fiber Optic Extension Project	Tinley Park, IL	\$139,700.00	Colby Zemaitis	708-444-5516	czemaitis@tinleypark.org
Village of Wauconda- Nov 2020	ROW Storm Sewer Rehab	Wauconda, IL	\$53,500.00	Chris Bouchard	847-362-5959	cbouchard@rhmg.com
North Shore Water Reclamation Dist- March 2021	Sewer Lining & Improvements	Skokie, IL	\$189,800.00	Christopher Palmer	847-325-7496	cpalmer@manhard.com
City of Sycamore – September-2021	Sanitary Manhole Rehab	Sycamore, IL	\$61,789.00	Mark Bushnell	815-895-4557	mbushnell@cityofsycamore.com
City of St. Charles – March 2022	Concrete Foundation for Substation 3	St. Charles, IL	\$121,395.00	Erika Sittler	630-377-4983	esittler@stcharlesil.gov
City of Oak Creek, WI- May 2022	Rawson Ave Water Extension	Oak Creek, WI	\$654,000.00	Brian Johnston	414-766-6624	bjohnston@oakcreekwi.gov
Village of Hampshire- August 2022	Water Main Replacement #11 Old Mill Manor	Hampshire, IL	\$103,370.00	Tim Paulson	630-466-6727	tpaulson@eeiweb.com
Lake County Public Works-Oct 2022	Force Main Replacement Project	Long Grove, IL	\$602,567.00	David Humbert	847-377-7145	DHumbert@lakecountyil.gov

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D.J.K Custom Homes, Inc-Oct 2022	Far Side Services & Lead Service Replacements	Heritage Place 140 N. Wright St. Naperville, IL	\$229,000.00	Bill Bolster-City of Naperville	630-420-4122	bolsterb@naperville.il.us
Lake County Public Works-Mar 2023	RT 83 Force Main Realignment	Long Grove, IL	\$235,650.00	Tom Miles	847-544-8717	tmiles@lakecountvill.gov
City of Naperville-21/2023	Emergency Excavation & UG Repairs	Naperville, IL	\$40,000.00	Bill Bolster	630-420-4122	BolsterB@naperville.il.us
Village of Oak Park-21/2023	Emergency Water & Sewer Repairs	Oak Park, IL	\$40,000.00	Michael Bills	708-358-5730	mbills@oak-park.us
Lake County Public Works-November 2023	Highland Lake Water System	Grayslake, IL	\$1,200,000.00	Ying Miao	847-377-7149	ymiao@lakecountvill.gov
City of Elgin- July 2024	Lead Svc Line Replacements- Yr 2	Elgin, IL	\$1,964,449.00	Timo Bello	847-931-6098	Bello_c@cityofelgin.org
Belvidere Twp Park District- July 2024	Sundstrand Park water Service	Belvidere, IL	\$132,770.00	Jen Melnick	815-547-8435	jen.melnick@civillideas.com
Prairie Path Water Co. -Aug 2024	Holiday Drive Water Main Replacement	Holiday Hills, IL	\$1,025,807.00	Seth Ricker	708-723-9071	seth.ricker@prairiepathwater.com
Village of Wilmette-Oct 2024	Greenleaf Alley Water Svc Line Relocation	Wilmette, IL	\$121,600.00	Cliff Ruemmler	847-853-7619	ruemmlerc@wilmette.com
Prairie Path Water Company-Dec 2024	Sunrise Ave WM Replacement	Clarendon Hills, IL	\$369,950.00	Seth Ricker	708-723-9071	Seth.ricker@prairiepathwater.com
Village of Gurnee-April 2025	2024 Watermain Ext-Rudd Court 8462	Gurnee, IL	\$156,993.00	Nicholas Leach	847-599-7550	nleach@village.gurnee.il.us
Village of Cary-April 2025	2024 Lead & Galvanized Svc Line Replacements	Cary, IL	\$218,570.00	Kealan Noonan	847-639-0003 x 8106	knoonan@caryillinois.com
Village of Glen Ellyn- May 2025	Lead Service Line Replacements	Glen Ellyn, IL	\$436,000.00	Nick Burgoni	630-547-5515	nburgoni@glenellyn.org

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Carol Stream Park District-May 2025	Water Service Installation	Carol Stream, IL	\$24,900.00	Shane Hamilton	630-784-6100	ShaneH@csparks.org
City of Elgin-July 2025	Emergency Lead Service Line Repairs	Elgin, IL	\$685,964.00	Timo Bello	847-931-6098	timo.bello@elginil.gov
City of Geneva-July 2025	Old Kirk Rd Distribution General Construction	Geneva, IL	\$2,300,000.00	Aaron Holton	630-232-1503	aholton@geneva.il.us
Village of Wilmette-July 2025	20250505LSLRP	Wilmette, IL	\$29,784.00	Cliff Ruemmler	847-853-7619	ruemmlerc@wilmette.com

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EQUIPMENT INSURANCE LISTING

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
AUTOMOBILES					
10001	2022	CHEVROLET	BLAZER	0 GAL	
10002	2018	CHEVROLET	TAHOE	0 GAL	6.2 ECO TEC 3 V8
10003	2013	CHEVROLET	IMPALA	0 GAL	
10005	2014	CHEVROLET	EQUINOX	0 GAL	3.6 V6
10006	2014	CHEVROLET	TRAVERSE	0 GAL	3.6 V6
10007	2023	CHEVROLET	TAHOE	0 GAL	
10008	2024	CHEVROLET	EQUINOX	0 GAL	
10009	2014	BUICK	LACROSSE	10 GAL	
10010	2015	BUICK	ENCLAVE	0 GAL	3.6 V6
10011	2016	BUICK	ENCLAVE	0 GAL	3.6
10015	2015	CHEVROLET	EQUINOX	0 GAL	2.4
10028	2019	CHEVROLET	TAHOE	0 GAL	5.3L V8
Count	12			:	
PICKUPS					
11001	2013	FORD	F 150 XL	0 GAL	5.0L V8
11002	2018	CHEVROLET	COLORADO	0 GAL	3.6 L V6
11003	2018	CHEVROLET	COLORADO	0 GAL	3.6 L V6
11004	2018	CHEVROLET	COLORADO	0 GAL	3.6 L V6
11005	2018	CHEVROLET	COLORADO	0 GAL	3.6 L V6
11006	2021	FORD	F 150	0 GAL	
11059	2013	FORD	F250 XL EXT CAB	0 GAL	6.2 L V8
11064	2009	CHEVROLET	2500 W/T 4X4	0 GAL	6.0
11079	2013	FORD	F250 XL EXT CAB	0 GAL	6.2 L V8
11081	2013	FORD	F250 XL EXT CAB	0 GAL	6.2 L V8
11082	2014	FORD	F150 XL EXT CAB	0 GAL	5.0 L V8
11091	2014	FORD	F150XL EXT CAB	0 GAL	5.0 L V8
11095	2014	FORD	F150 LX EXT CAB	0 GAL	5.0 L
11096	2014	FORD	F150 LX EXT CAB	0 GAL	5.0 L
11101	2018	FORD	F150XL	0 GAL	5.0 L
11103	2018	FORD	F150XL	0 GAL	5.0 L
Count	16			:	
CREW CABS					
12001	2014	FORD	F150 XL EXT CAB	0 GAL	5.0L V8
12003	2017	CHEVROLET	SILVERAD 1500 C	0 GAL	5.3L V8
12004	2017	CHEVROLET	SILVERAD 1500 C	0 GAL	5.3L V8
12005	2017	FORD	F-250 CREW CAB	0	6.2L V8
12006	2017	CHEVROLET	2500 HD CC 4X4	0	6.0L V8
12007	2017	CHEVROLET	2500HD CC 4X4	0	6.0L V8
12008	2017	CHEVROLET	2500HD CC 4X4	0	6.0L V8
12009	2017	CHEVROLET	SILVERAD 1500 C	0	5.3L V8
12010	2012	CHEVROLET	1500	0 GAL	4.8L V8
12011	2012	CHEVROLET	1500	0 GAL	4.8L V8
12012	2012	CHEVROLET	1500	0 GAL	4.8L V8
12013	2012	CHEVROLET	1500	0 GAL	4.8L V8
12014	2014	CHEVROLET	2500 HD	0 GAL	6.0L V 8

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
12015	2013	CHEVROLET	2500 HD	0 GAL	6.0 L V 8
12016	2018	CHEVROLET	2500 HD	0 GAL	6.0 L V 8
12017	2018	CHEVROLET	2500 HD	0 GAL	6.0 L V 8
12018	2014	FORD	F150XL	0 GAL	5.0L V8
12019	2014	FORD	F150XL	0 GAL	5.0L V8
12020	2013	FORD	F150XL	0 GAL	5.0L V8
12021	2018	CHEVROLET	2500 HD	0 GAL	6.0 L V 8
12022	2013	FORD	F150XL	0 GAL	5.0L V8
12023	2020	GMC	SIERRA 1500 SLE	0 GAL	5.3 L V8
12024	2019	CHEVROLET	SILVERADO 1500 I	0 GAL	
12026	2017	CHEVROLET	1500 SILVERADO	0 GAL	355 HP - 5.3
12029	2020	FORD	F 150	0 GAL	3.5L
12030	2016	GMC	2500HD Z71 SLE	0 GAL	6.6 L
12031	2011	CHEVROLET	SILVERADO 1500	0 TON	4.8
12032	2019	FORD	F 150	0 GAL	
12034	2019	FORD	F 150	0 GAL	2.7L
12036	2010	FORD	F150XL	0 TON	5.4
12038	2019	FORD	F 150	0 GAL	3.5L
12040	2015	CHEVROLET	2500 SILVERADO	0 TON	6.0
12041	2014	FORD	FX4 CREWCAB 4X	0 GAL	5.0 4V DOHC
12042	2017	CHEVROLET	SILVERADO 1500	26 GAL	5.3L V8
12043	2019	FORD	F 150	0 GAL	3.5L
12044	2014	FORD	F150 EXT CAB	0 GAL	3.7 L V6
12045	2024	CHEVROLET	2500 HD	0 GAL	
12047	2022	FORD	F-150 LARIAT	0 GAL	
12048	2014	FORD	FORD	0 GAL	3.7 L V6
12049	2024	GMC	SIERRA 1500	0 GAL	
12050	2015	CHEVROLET	SILVERAD 1500 C	20 TON	5.3 V-8
12051	2013	FORD	F150 EXT CAB	0 GAL	3.7 L V6
12052	2013	FORD	F150 EXT CAB	0 GAL	3.7 L V6
12053	2012	FORD	F250 CREWCAB	0 GAL	6.2 L
12055	2018	CHEVROLET	1500	0 GAL	5.3L V8
12058	2019	CHEVROLET	SILVERADO 1500	0 GAL	5.3 L V8
12060	2018	CHEVROLET	C1500	15 GAL	5.3 L
12066	2013	FORD	F150 XK CREW C	0 GAL	6.2 L
12067	2015	FORD	F250 XL EXT CAB	0 GAL	6.2 L
12068	2013	FORD	F250 XL EXT CAB	0 GAL	6.2 GAS
12069	2013	FORD	F250 XL EXT CAB	0 GAL	
12094	2015	CHEVROLET	SILVERADO 2500	0 TON	6.0
12102	2019	CHEVY	1500	0 GAL	5.3 L
12104	2019	CHEVY	2500	0 GAL	6.0 L
12105	2016	CHEVY	1500	0 GAL	5.3 L
12106	2016	CHEVY	1500	0 GAL	5.3 L

Count 56

:

ONE TON TRUCKS

13001	2019	FORD	F 550	0 GAL	6.7--330
13002	2020	RAM	5500	0 GAL	6.7 L
13003	2021	RAM	5500	0 GAL	6.7L
13004	2022	RAM	5500	0 GAL	6.7 L
13005	2022	RAM	5500	0 GAL	6.7 L CUMMINS
13006	2013	FORD	F 550	0 GAL	

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
13007	2017	FORD	F 550	0	
13008	2016	FORD	F 550	0	
13009	2016	FORD	F 450	0	
13010	2019	FORD	F 350	0	
13011	2022	FORD	F 350	0 GAL	
13014	2019	FORD	F 550	0 GAL	
13015	2021	CHEVROLET	5500	0 GAL	
13201	2006	FORD	F550 SD	1 TON	6.0--175
13202	2007	FORD	F550 SD	1 TON	6.0--175
13210	2018	RAM	5500	52 GAL	6.7 - 175
13211	2018	RAM	550	0 GAL	
13214	2019	RAM	5500	52 GAL	6.7 175
13220	2008	GMC	SIERRA 3500	0 GAL	6.6
13221	2008	GMC	SIERRA 3500	0 TON	6.6
13222	2008	GMC	SIERRA 3500	0 TON	6.6
13223	2018	RAM	5500 SLT	52 GAL	
13250	2008	CHEVROLET	3500 WT	1 TON	6.6
13260	2006	FORD	F550 SD	0 GAL	6.7-305
13261	2016	RAM	5500	0 GAL	6.7-305
13262	2016	RAM	5500	0	
13267	2018	RAM	550	52 GAL	6.7 - 175
13279	2013	DODGE	5500 TRADEMANS	52 GAL	325
13283	2015	DODGE	5500 TRADESMAN	52 GAL	367
13287	2016	RAM	5500	0 TON	
13289	2019	RAM	5500	0 GAL	

Count 31 :

SERVICE TRUCKS

14001	2018	KENWORTH	T880	64,000 GVW	450
14002	2018	KENWORTH	T370	0 GAL	PX7 280HP
14003	2018	KENWORTH	T 370	0 GAL	PX9 300HP
14004	2019	KENWORTH	T 880	64,000 GVW	CUMMINS ISX15 (450)
14005	2013	FORD	F-750	0 GAL	200
14006	2009	INTERNATIONAL	7400	0 LBS	
14007	2016	CATERPILLAR	CT660L	0 GAL	Cat CT 13
14008	2018	FREIGHTLINER	M2106	0 GAL	8.9L Cummins
14258	1997	INTERNATIONAL	4900	5 TON	DT466--250
14259	1997	INTERNATIONAL	4900	0 GAL	DT466--250
14280	2009	STERLING	ACTERRA	37,000 GVW	CUM 1SC--330
14281	1998	INTERNATIONAL	4700	0 GAL	DT466--230
14292	2019	INTERNATIONAL	MV607	70 GAL	250 B6.7
14293	1989	FORD	F7000	0 GAL	CAT 3208--225
14294	2016	KENWORTH	T440	0 GAL	250
14295	2016	KENWORTH	T440	0 GAL	250
14319	2003	PETERBILT	330	33,000 GVW	300
14323	2020	PETERBILT	567	0 GAL	

Count 18 :

ARTICULATED DIRT TRUCK

17821	2004	CATERPILLAR	730	80 GAL	325
17822	2007	CATERPILLAR	725	0 GAL	
17825	2011	CATERPILAR	740	148 GAL	464 C15 ACERT

Count 3 :

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
MISC TRUCKS / AUTOS					
19405	1981	GMC	BRIGADIER	0	
19822	2007	CATERPILLAR	725	0 GAL	
Count	2			:	
CRANES RT SMALL					
20994	2008	GROVE	RT650E	58 GAL	173 TIER III
Count	1			:	
CRANES RT MED					
21991	2009	TADANO	GR800XL-1	9 GAL	267 TIER III
21992	2009	TADANO	GR800XL-1	79 GAL	267 TIER III
21995	2008	TADANO	GR800XL-1	79 GAL	267 TIER III
21996	2009	GROVE	RT880E	72 GAL	274
Count	4			:	
CRANES CRWL LRG					
24997	2014	MANITOWOC	8000	0 TON	
Count	1			:	
PILING EQUIP					
27800	2007	APE	375	0 GAL	375 TIER III
27801	2007	APE	150T	0	
27802	1990	DLEMAG	D19-42	8 DSL	35-52 BPM
Count	3			:	
TELAHANDLER					
28001	2016	CATERPILLAR	TL1255D	38 GAL	142 C4.4 ACERT
28002	2016	CATERPILLAR	TL1255D	38 GAL	142 C4.4 ACERT
28003	2018	JLG	1055	0 GAL	CUMMINS
28004	2017	JLG	1055	0 GAL	CUMMINS QSF 3.8
28005	2013	CATERPILLAR	TL1055C	0 GAL	
28006	2018	JLG	1255	0 GAL	
28007	2019	JLG	1255	0 GAL	
28008	2019	JLG	1732	0 GAL	
28947	1996	GRADALL	524-3S	0 GAL	
28949	2006	GENIE	GTH636	0 GAL	99
28951	2011	CATERPILLAR	TL1255	38 GAL	142-C4.4TA
28952	2011	CATERPILLAR	TL1055	38 GAL	125 - C4.4TA
28953	2011	CATERPILLAR	TL1255	0 GAL	
28954	2011	CATERPILLAR	TL1055	0 GAL	
28955	2013	CATERPILLAR	TL943C	38 GAL	94.5 - 3045CTIER II
28956	2013	CATERPILLAR	TL1255C	0 GAL	142-C4.4 ACERT
28958	2015	CATERPILLAR	TL 1255C	0 GAL	142 C4.4 ACERT
Count	17			:	
CRAWLER BACKHOES - SM					
31001	2020	TAKEUCHI	TB 240	19 GAL	35.8 4TNV88C-TIER 4
31002	2018	LINK BELT	210 X4	0 GAL	160
31003	2022	KOBELCO	SK45SRX-7	0 GAL	
31004	2016	TAKEUCHI	TB260	0 GAL	
31005	2018	CATERPILLAR	308E2CR	0 GAL	
31855	2007	BOBCAT	335G	0 GAL	40-V2203-TIER 2
31856	2015	TAKEUCHI	TB 260	21 GAL	47 TIER FINAL 4
31857	2016	TAKEUCHI	TB280FR	26 GAL	69 TIER IIII
31858	2019	TAKEUCHI	TB 260	21 GAL	47 TIER IIII

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
31859	2015	YANMAR	Vi035-6A	11 GAL	22.4
31885	2005	JOHN DEERE	160CLC	74 GAL	109
31887	2006	JOHN DEERE	80C	36 GAL	52
31893	2015	CASE	CX145CSR	53 GAL	100 TIER IIII-I
31894	2015	CATERPILLAR	316E	77 GAL	119 C4.4 ACERT
31895	2019	CATERPILLAR	315 FLCR	47 GAL	97 TIER IIII
31896	2015	CASE	CX210 C	0	
31897	2016	CASE	CX145C	53 GAL	100 ISUZU 4 JJ 1X
31898	2015	LINK BELT	80X3	0 GAL	54 ISUZU
Count	18			:	

CRAWLER BACKHOES - ME

32001	2007	CATERPILLAR	330DL	164 GAL	270
32002	2019	LINK BELT	245X4	0 GAL	
32003	2017	CASE	CX 245 D	0 GAL	
32884	2005	CASE	CX 330	153 GAL	248 TIER III
32891	2011	VOLVO	290	0	D7E EAE3 192HP
Count	5			:	

CRAWLER BACKHOES - LA

33001	2019	CATERPILLAR	336 TC	0 GAL	
33002	2019	CATERPILLAR	336	0 GAL	
33883	2014	CATERPILAR	336E	164 GAL	308
33890	2003	CASE	CX 460	161 GAL	362 TIER III
33892	2013	CATERPILAR	336E HMR	164 GAL	308 TIER IIII INTER.
Count	5			:	

CRAWLER BACKHOES - XL

34001	2006	CASE	CX 700	0 GAL	
34880	2006	JOHN DEERE	650 D	238 GAL	463 Tier 3
Count	2			:	

SKID LOADER

40001	2000	CASE	1845 C	0 GAL	
40921	2000	CASE	1845C	0 YD	53
40922	2001	CASE	1845C	0 YD	56
40924	1996	CASE	1845C	0 YD	56
40925	2000	CASE	1845C	0 YD	56
40926	1996	CASE	1845C	0 YD	56
40927	1996	CASE	1845C	0 YD	56
40928	1996	CASE	1845C	0 YD	56
40931	2001	CASE	1845C	0 YD	56
40932	2000	CASE	1845C	0 YD	56
40933	1999	CASE	1845C	0 CY	56
40934	2000	CASE	1845C	0 CY	56
40935	2005	CASE	420	0 CY	56
40936	2000	CATERPILLER	226 B	0 GAL	50
40937	2000	CASE	1845C	0	56
40939	2000	CASE	1845C	0 GAL	56
40940	2000	CASE	1845C	0 GAL	56
40941	2001	CASE	1845C	0 GAL	56
40942	2000	CASE	1845C	0 GAL	56
40943	2000	CASE	1845C	0 GAL	56
40948	1985	SWINGER	220	0 GAL	

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
Count 21				:	
			SKID LOADER - TRACK		
41001	2021	TAKEUCHI	TL12R2	0 GAL	
41002	2016	TAKEUCHI	TL8RW	0 GAL	
41004	2021	TAKEUCHI	TL12R2	0 GAL	
41005	2022	CATERPILLAR	289D3XPS	0 GAL	74
41006	2023	TAKEUCHI	TL12V2	0 GAL	
41860	2014	TAKEUCHI	TL12	24 GAL	110 TIER 4 i
41861	2014	TAKEUCHI	TL12	24 GAL	110 TIER 4 i
41862	2013	CATERPILLAR	279C2	29 GAL	82
41863	2019	TAKEUCHI	TL12R2-CR	24 GAL	110 TIER 4i
41864	2018	BOBCAT	T870	0 GAL	
Count 10				:	
			WHEEL LOADERS - SMALL		
42901	2016	CASE	521F	50 GAL	142 TIER 4 B
42904	2012	CATERPILER	928 HX	59 GAL	149 C6.6 TIER 4
42905	2012	CATERPILER	928 HZ	59 GAL	149 6.6 TIER 4
42906	2006	JOHN DEERE	544J	85 GAL	145 HP 6.8 TIER 2
Count 4				:	
			WHEEL LOADERS - MED		
43903	2008	CAT	950 H	83 GAL	197
Count 1				:	
			WHEEL LOADERS - LARGE		
44902	2006	CAT	966 G	83 GAL	253 10.3L
Count 1				:	
			CRAWLER LOADERS		
45873	1994	CAT	963	69 GAL	160
45874	1998	CAT	963B	0 GAL	150
Count 2				:	
			DOZER - SMALL		
50868	1989	JOHN DEERE	450G	41 GAL	70
Count 1				:	
			DOZER - MED		
51001	2007	CASE	850 K	0 GAL	
51870	2012	CATERPILER	D6N LGP	79 GAL	C6.6-150 TIER4 INTER
51871	2013	CAT	D6N-XL	79 GAL	C6.6-145 TIER 3
51877	2011	CATERPILAR	D5KIILGP	52 GAL	100 4.4 ACERT
Count 4				:	
			DOZER - LARGE		
52876	1989	CATERPILLAR	D8N	129 GAL	285
52878	1997	CATERPILLAR	D8R	165 GAL	305
52879	2001	CAT	D7R	1,260 GAL	240
Count 3				:	
			COMPACTOR - ROLLER		
60001	2008	VOLVO	SD 100 F	0 GAL	
60002	2018	CASE	SV212D	0 GAL	
60696	1999	NAC	HV70SY	0	99
60763	1997	NAC	VHV1-10369	0	
60915	2004	BOMAG	BW213	90 GAL	155-6B5.9
60916	2008	VOLVO	SD100D	72 GAL	128

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
60917	2000	CATERPILLER	SD563D	58 GAL	145
60918	2005	CATERPILLER	CS423E	42 GAL	79
Count	8			:	
COMPACTOR - SHEEPS FO					
61909	1990	CAT	815A	93 GAL	160
61910	2005	CATERPILLER	815 F	117 GAL	253
61911	2006	BOMAG	BW124PDH-3	29 GAL	49
Count	3			:	
SCRAPERS/PULL PANS					
65810	1967	RWF BRON	63F	0	Rear 29.5 X 29
65811	1975	ROME	R67H	0	
Count	2			:	
TRENCHERS					
70667	1999	VERMEER	V-2050	0	
Count	1			:	
DIRECTIONAL BORING UNI					
71001	2015	VERMEER	24/40 II	0 GAL	
71002	2021	VERMEER	D24X40 III	0 GAL	125 TIER III
71003	2015	VERMEER	D9X13 III	0 GAL	
71004	2021	VERMEER	10X15 III	0 GAL	60
71005	2015	VERMEER	36X50 II	0 GAL	
71966	2006	VERMEER	D24/40 II	15 GAL	125 TIER II
71967	2008	VERMEER	D24/40II	15 GAL	125 TIER III
71968	2008	VERMEER	D24/40II	15 GAL	125 TIER III
71969	2007	VERMEER	24/40 II	15 GAL	125 TIER III
71970	1999	VERMEER	D50X100A	15 GAL	
71971	2014	VERMEER	D36/50II	46 GAL	126 TIER III
Count	11			:	
UTILITY TRAILERS					
74001	2020	TOWMASTER	T20	20,000	
74003	2004	VERMEER	E 550	0 GAL	
74004	2003	VERMEER	E 550	0 GAL	
74005	2021	EAGER BEAVER	20 XPT	0	
74006	2021	WHEELER REELER	MR120X3	0	
74007	2021	B&B	TBTC2224ET-12K-	0	
74009	2022	B&B	T15	0	
74010	2023	EAGER BEAVER	25 XPL	0	
74011	2023	BIG TEX	14LP-14BK6SIRPD	0	
74012	2023	EAGER BEAVER	25 XPL	0	
74013	2018	VECTOR	MS800HD	0 GAL	
74014	2019	CAM	25CAM829TA	0	
74019	2018	VAC TRON	LP873SDT	0	
74020	2018	CAM	25CAM837TA	0	
74508	2015	JTC	JTC-8000	8,000	8 HOLE
74509	2013	BRINDLE	BRT150	0	
74510	2016	BRINDLE	BRT150	0	
74542	2007	EAGER BEAVER	20XPT	40,000	
74544	2016	CUSTOM	12T202ELPHD	0	
74545	2019	TOWMASTER	T-18D	0	
74546	2019	TOWMASTER	T-20D	20,000	

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
74547	2020	CUSTOM	12T202ELPHD	0	
74556	2008	EAGER BEAVER	20XPT	20	
74622	1998	TRAILER BOSS	15 TON	0	
74624	2000	TOWMASTER	T-14DD	14,000	
74626	2015	JTC	JTC-1600	0	
74632	2015	JTC	JTC-16000	0	
74633	1998	TRAILER BOSS	15 TON	15	
74656	2001	DYNAWELD	40TALT	50,000	
74659	2001	DYNAWELD	40TALT	50,000	

Count 30

:

MISC EQUIPMENT

80003	2018	BOMAG	BMP8500	0 GAL	
80004		TORNADO		0	
80006		WACKER NEUSON	G50	0 GAL	
80007		SPANCO	2ALU1212	0	
80010	2016	WACKER NEUSON	RT82SC	0 GAL	
80011	2024	POLARIS	RANGER CREW 11	0	
80403	2020	WACKER	LTV6	5 GAL	13.1
80415	2001	INGERSOLL RAND	S8-4MH	0 GAL	
80518	2015	CONDUX	PULLER	0 GAL	16
80519	2015	CONDUX	PULLER	0 GAL	16
80981	2001	BID-WELL	5000	0	
80982	2002	BID-WELL	3600	1	
80983	2000	BID-WELL	4800	0 GAL	

Count 13

:

AIR COMPRESSORS

81001	2012	SULLAIR	900HAF iT4	0 LBS	
81700	2003	INGERSOLL RAND	P185WIR	185 CFM	65 -3059 - TIER 1
81701	2003	INGERSOLL RAND	P185WIR	185 CFM	65-3059-TIER 1
81702	2003	INGERSOLL RAND	P185WIR	185 CFM	65-3059-TIER1
81703	2008	ATLAS COPCO	AC-XAS185JDU6	185 CFM	65-4045-TIER 3
81706	2005	INGERSOLL RAND	P185WJDU	185 CFM	54-4045-TIER 2
81708	2005	INGERSOLL RAND	P185WJDU	185 CFM	54-4045-TIER 2
81710	2006	ATLAS COPCO	AC-XAS96JD	185 CFM	54-4045-TIER 2
81711	2006	ATLAS COPCO	AC-XAS96JD	185 CFM	54
81717	2007	ATLAS COPCO	AC-XAS185JD6	185 CFM	54-4045-TIER 2
81718	2006	ATLAS COPCO	AC-XAS96JD	185 CFM	54-4045-TIER 2
81721	2007	ATLAS COPCO	AC-XAS1855JDC6	185 CFM	54-4045-TIER 2
81722	2007	ATLAS COPCO	AC-XAS185JDL6	185 CFM	54-4045-TIER 2
81723	2006	ATLAS COPCO	AC-XAS96JD	185 CFM	54-4045-TIER 2
81725	1997	LEROI	Q185DJE	0 GAL	
81731	1988	INGERSOLL RAND	P175BWD	185 CFM	54-4045-TIER 2
81733	2007	ATLAS COPCO	AC-XAS96JDU	185 CFM	54-4045-TIER 2
81735	2006	ATLAS COPCO	AC-XAS96JD	185 CFM	54-4045-TIER 2
81736	2006	ATLAS COPCO	AC-XAS96JD	185 CFM	54-4045-TIER 2
81747	2007	ATLAS COPCO	AC-XAS185JDU6	185 CFM	54-4045-TIER 2
81753	2007	ATLAS COPCO	AC-XAS185JDU6	185 CFM	54-4045-TIER 2
81757	2001	LEROI	Q185DKE	185 CFM	54-4045-TIER 2
81759	2007	ATLAS COPCO	AC-XAS185JDU6	185 CFM	54-4045-TIER 2
81764	2007	ATLAS COPCO	AC-XAS185JDU6	0 GAL	54-4045-TIER 2

Count 24

:

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
ATTACHMENTS					
90002		ABI	HVR 85	0	
90004	2020	GENESIS	5K	0	
90005	2023	KOBUS	400 SERIES	0	
90480	1995	LINE WARD	L-2	0	
90648	2019	FRD (KENT)	F6FSP	0	
90652	1999	NPK	7XH	0	
90675	2015	HOLMS	300	0	
90685	2000	INDECO		0	
90688	2009	INDECO	HP8000	0	
90690	2015	BODINE	APCP-2300C	0	
90697	2016	FRD (KENT)	F6	0	1000 CLASS
90698	2018	FRD (Kent)	F6-SS	0	1000 CLASS
90960	2005	KENT	KF9	0	
90962	1999	ROME	TAW20S	0	
Count	14				:
SMALL TOOLS					
98003	2020	WACKER NEUSON	DPU6555	0 GAL	
98005	2021	WACKER NEUSON	DPU 6555	0 GAL	
98635	2014	BOMAG	BMP8500	0 GAL	
98638	2016	MORRISON	SUPER SCREED	2 GAL	8
98682	2016	FRD (KENT)	F9	0	550-900 BPM
98684	2015	KENT / KURUKAWA	FX55FSP	0	500-1000
Count	6				:
Grand Total					



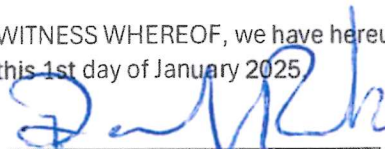
ACTION BY MEMBERS
IHC CONSTRUCTION COMPANIES, LLC
An Illinois Limited Liability Company
BY MAJORITY WRITTEN CONSENT

We, the undersigned, being a majority of the members of IHC Construction Companies, L.L.C., present at a meeting, hereby consent in writing to the following actions:

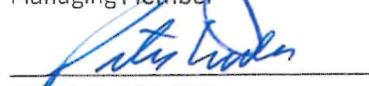
RESOLVED, that those persons whose names are included below hold the positions set beside their name and those persons are hereby authorized to bind the company and to execute all documents necessary to conduct business on behalf of the limited liability company, including, but not limited to the execution of contracts of all kinds, bids, proposals and bonds.

David J. Rock	Managing Member Chief Executive Officer, President
Brian T. Rausch	Member, Chief Operating Officer Executive Vice President, Secretary, Treasurer
Peter D. Nielsen	Member, Equal Employment Opportunity Officer Vice President, Secretary
John W. Dwyer	Member, Project Manager, Agent
Matthew D. Rock	Member, Project Manager, Agent
Bradley P. Ryan	Member, Operations Manager, Agent
Joseph M. Saftig	Member, Operations Manager, Agent
Ronald F. Marshall	Chief Financial Officer, Assistant Secretary
Russell D. Ginn	Vice President, Assistant Secretary
Lawrence C. Creadon	Director of Utility Operations

WITNESS WHEREOF, we have hereunto set our hands as Members of IHC Construction Companies, L.L.C., this 1st day of January 2025.



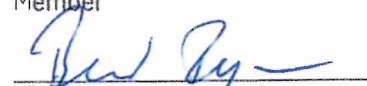
DAVID J. ROCK
Managing Member



PETER D. NIELSEN
Member



BRIAN T. RAUSCH
Member

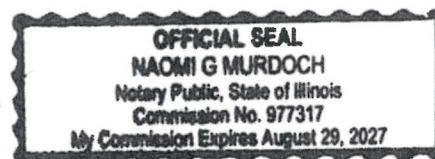


BRADLEY P. RYAN
Member

Subscribed and sworn to before me this
1st day of January 2025.



Notary Public



Corporate Office: Corporate Office: 385 Airport Road, Suite 100, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610
Utility Division Office/Warehouse & Repair and Fabrication Shop/Yard: 1260 Bell Court, Pingree Grove, IL 60140
Southeast Regional Office: 874 Worley Drive, Marietta, GA 30066 • Phone: 404-497-7619 • Fax: 404-585-5085

www.ihcconstruction.com



OWNER AND MEMBERS OF IHC CONSTRUCTION COMPANIES, LLC
OFFICERS AND DIRECTORS OF IHC CONSTRUCTION COMPANIES, LLC

Federal Tax I.D. #: 36-4487367 State IBT#: 3281-0725 DHR #: 113177-00

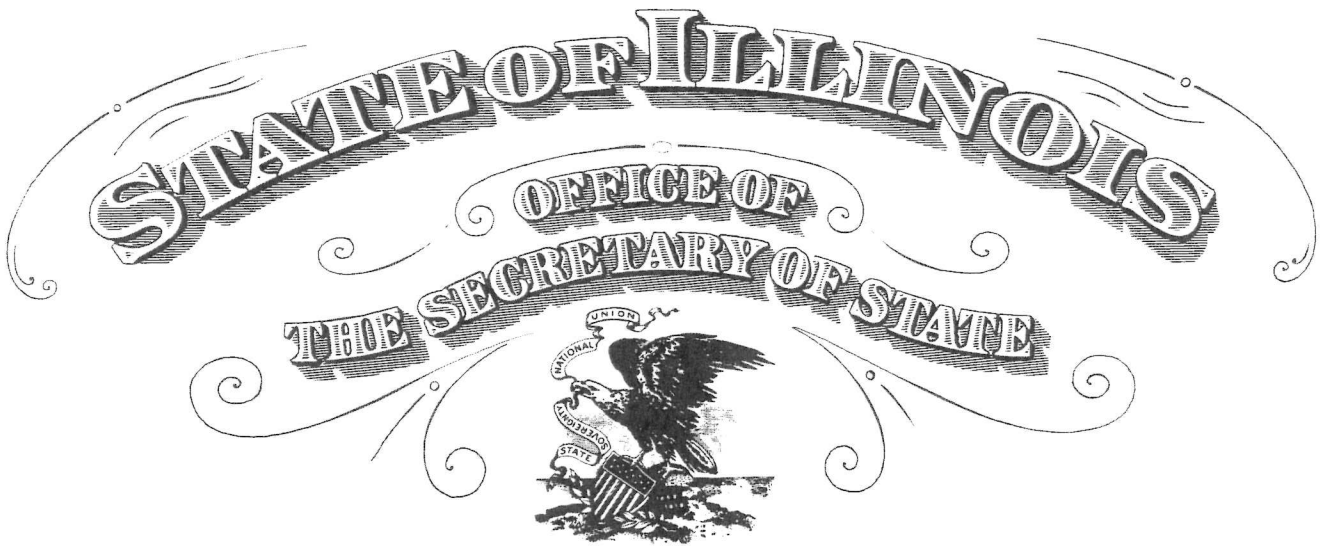
NAME	ADDRESS
David J. Rock, Managing Member OFFICER: CEO, President	37W600 York Lane Elgin, IL 60123
Brian T. Rausch, Member OFFICER: COO, Exec VP, Secretary, Treasurer	711 East Suffield Drive Arlington Heights, IL 60004
John W. Dwyer, Member	2257 North Wayne Ave., 2D Chicago, IL 60614
Peter D. Nielsen, Member OFFICER: EEO Officer, Vice President, Secretary	14475 Eighteenth Fairway Milton, GA 30004
Matthew D. Rock, Member	3689 Peregrine Way Elgin, IL 60124
Bradley P. Ryan, Member OFFICER: Vice President	941 South Hillside Avenue Elmhurst, IL 60126
Joseph M. Saftig, Member OFFICER: Vice President	5825 Lucerne Lane Lake in the Hills, IL 60156

OTHER OFFICERS AND DIRECTORS:

Ronald F. Marshall, CFO - Chief Financial Officer, Secretary

Russell D. Ginn, Vice President, Secretary

Lawrence C. Creadon, Director of Utility Operations



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

IHC CONSTRUCTION COMPANIES, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 03, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of AUGUST A.D. 2025 .



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 8, 2025

AGENDA ITEM 9.D.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent

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

RE: Water Meter and Accessories Purchase (Action Recommended 9/22/25)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on August 27, 2025 and recommended the approval of the purchase of additional water meters and accessories from Ferguson Waterworks for an amount not to exceed \$18,535.00.

Summary

The Village of Western Springs has received many new permit applications for the issuance of new water meters within the first three quarters of the year. These include water service upgrades for remodeling projects and new single-family home developments. The Village made a purchase from Water Resources, Inc. in January 2025 for the initial replenishment of Neptune water meters and accessories. On July 28, 2025, Ferguson Enterprises, LLC acquired Water Resources, Inc.

Municipal Services is requesting approval to purchase from Ferguson Waterworks the following:

1. (10) 1" ultrasonic water meters
2. (15) 1.5" ultrasonic water meters
3. (2) 2" flange kits
4. (15) 1.5" flange kits
5. (20) 1" meter couplings

Staff is researching whether a new contract may be needed for the installation of these water meters as a result of the acquisition. Staff will report to the Village Board once this has been determined.

The Ferguson Waterworks quote is attached along with a letter from Water Resources confirming the acquisition.

Financial Impact

Meter Replacement

4304510 62031

\$18,535.00

Recommended Motion

I move to approve the purchase of additional Neptune water meters and accessories from Ferguson Waterworks for an amount not to exceed \$18,535.

Strategic Plan Alignment

File Attachments

1. Ferguson DBA
2. Ferguson Acquisition of Water Resources
3. Sole Source Letter- Schaumburg, IL
4. Ferguson Purchase Quote

Ferguson Enterprises, LLC utilizes the following DBA names

Aaron & Co.	HPS Specialties
ACF Environmental	Independent Pipe
Action Plumbing Supply	Independent Pipe & Supply
Andrews Lighting & Hardware Gallery	Innovative Soil Solutions
AVCO	Kennedy Companies
AVCO Supply	Kennedy Culvert & Supply
Beautyware Plumbing Supply Co.	Kennedy Water Works
Build.com	Kern Pipe
Build with Ferguson	Kern Pipe & Supply
Build.com	Kitchen Art
Buildcom	Kitchen Art of South Florida
BuildStore	Lightingdirect.com
Cal-Steam	Lightingdirect.com
Canyon Pipe & Supply	Louisiana Utilities Supply Company
Capital City Appliance	LUSCO
Columbia Pipe	Lyon Conklin
Columbia Pipe & Supply	Lyon Conklin, & Co., Inc.
D2 Land & Water Resource	Lyon Conklin, a Ferguson enterprise
Duhig Stainless	Maddux Supply Company
EdgeStar	Manufactured Duct Supply
Factory Direct Appliance	Matera Paper
Faucet.com	Matera Paper Company
Faucet.com	Meyer Appliance
FaucetDirect.com	Midwest Pipe & Supply, a Ferguson enterprise
FaucetDirect.com	Mission Valley Pipe & Supply
Ferguson Enterprises	Old Dominion Supply
Ferguson Enterprises of Virginia, LLC	Peebles Supply Corporation
Ferguson Enterprises, LLC of Virginia	Pipelines
Ferguson Facilities Supply	Pipelines of PA
Ferguson Fire & Fabrication International	PL Sourcing
Ferguson Full Service Supply	Plumb Source
Ferguson Heating & Cooling	Plumbers Supply Company
Ferguson Home	Plumbers Supply Company of St. Louis
Ferguson HVAC	Pollardwater
Ferguson HVAC - Lyon Conklin	Power Process Equipment
Ferguson Industrial	Pulldirect.com
Ferguson Industrial Plastics	Pulldirect.com
Ferguson Industrial Plastics Division	Renwes Sales
Ferguson Integrated Services	RES
Ferguson International	Ritchie Environmental Solutions
Ferguson Leasing Company	Schell Supply Corporation
Ferguson Parts & Packaging	Securevision
Ferguson Waterworks	Securevision of America
Ferguson Waterworks - Red Hed	Southwest Geo-Solutions
Ferguson.com	Stevens Supply Corporation
Founders Kitchen and Bath	Stockton Pipe
Fresno Pipe	Stockton Pipe & Supply
Fresno Pipe & Supply	Sunstate Meter & Supply
Frishkorn, Inc.	Tarpon Wholesale Supplies
Geo-Solutions	Templeton & Associates
Gerster Equipment Company	Templeton & Associates Equipment Sales
Gotham	TEMSCO

Gotham Pipe
Gotham Pipe Supply
Grand Junction Pipe
Grand Junction Pipe & Supply Co.
Grand Junction Pipe & Supply Company
Grove Supply
Guarino Distributing
Harway Appliances
Henry Kitchen & Bath
Henry Plumbing Kitchen & Bath Galleries
Henry Plumbing Supply
High Country Plumbing Supply
Hot Water Products

The Ar-Jay Center
The Davidson Group
The Kitchen Showcase
The Stock Market
Triton Environmental
United Water Works
Warner Supply Corporation
Water Resources
Water Works Supplies, a Ferguson enterprise
Water Works Supply
Westburne Supply Inc.
Wolseley Industrial Group
Wright Plumbing Supply

Last updated 07.29.25



390 Sadler Ave.
Elgin, Illinois 60120
(847) 742-3400

July 28, 2025

Dear Valued Customer,

We would like to thank you for your business over the last 35 years. After much consideration, we are excited to share we've made the decision to sell Water Resources to Ferguson Enterprises, LLC (Ferguson) effective July 28, 2025.

This sale will strengthen our regional presence, improve our supply chain and allow us to better serve you with additional products and solutions. Ferguson's resources will make it easier to provide you with the same exceptional service you've experienced with Water Resources, as well as provide our associates with the opportunity to grow within the Ferguson family.

Business changes

Your sales representative(s) will not change as we integrate into Ferguson. However, we will relocate to the following address on 7/29/2025:

1845 Western Drive
West Chicago
IL 60185

To ensure we maintain exemplary service, please call ahead at our same phone number prior to arriving.

Payment remittance information has changed – please see updated Lockbox and ACH information below.

Please be assured you will still have access to the same products, services and personal customer service you have come to expect from us. We have worked hard to earn both your business and your trust, and we are certain these strong relationships will continue to grow.

About Ferguson

Ferguson is an industry leader that places tremendous value on taking care of its associates and providing world-class customer service. It is the largest value-added distributor in North America providing expertise, solutions, and products from infrastructure, plumbing and appliances to HVAC, fire, fabrication and more. Celebrating more than 70 years in business and headquartered in Newport News, VA, the company employs more than 35,000 associates in 1,800+ locations.

Ferguson Waterworks distributes pipe, valves and fittings (PVF), hydrants, meter systems and related water management products and delivers innovative solutions across the water, sanitary sewer and stormwater management industries. As one of the nation's largest waterworks companies, public and private water sewer authorities, utility contractors, public works/line contractors and heavy highway contractors count on Ferguson.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Mike Pedone
Vice President

Enclosure: New remittance information

March 3, 2025

Ryan Rivard
Village of Schaumburg
714 S Plum Grove RD
Schaumburg, IL 60193

Ref: Water Resources – Sole Authorized Distributor – Cook and Dupage Counties

Neptune Technology Group Inc is pleased to affirm that Water Resources, is the sole authorized distributor in Cook and Dupage Counties in Illinois for Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units, parts and software.

Water Resources is authorized by Neptune to sell, warrant and service Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact Water Resources, Mike Peone at 8475146502, your local Neptune representative, Pat Prasifka, at 334-391-6128, or Neptune's bid department at 470-283-4399

Sincerely,

Patrick Prasifka
District Manager
Neptune Technology Group



FERGUSON WATERWORKS #2791
1845 WESTERN DR
WEST CHICAGO, IL 60185-0000

Phone: 847-742-3400

Deliver To:

From: Antonio Gattuso
anthony.gattuso@ferguson.com

Comments:

08:46:09 AUG 22 2025

Page 1 of 2

FERGUSON WATERWORKS #2516

Price Quotation

Phone: 847-742-3400

Bid No: B209846
Bid Date: 08/22/25
Quoted By: AGA

Cust Phone: 708-246-1800
Terms: NET 30 DAYS

Customer: WESTERN SPRINGS
740 HILLGROVE AVENUE
WESTERN SPRINGS, IL 60558

Ship To: WESTERN SPRINGS
740 HILLGROVE AVENUE
WESTERN SPRINGS, IL 60558

Cust PO#: RON

Job Name: STOCK

Item	Description	Quantity	Net Price	UM	Total
NEU1F1G1-BAR	1 ULTRASONIC STANDALONE GAL	10	301.500	EA	3015.00
NEU2A1G1-BAR	11/2X13 ULTRASONIC STANDALONE FLG	15	748.000	EA	11220.00
PSXMFK	LF BRZ 2 MTR FLG KIT PR	2	225.000	EA	450.00
PSXMFJ	LF BRZ 1-1/2 MTR FLG KIT PR	15	215.000	EA	3225.00
C417NLT4M4	LF 1 TAIL NUT X MIP STRT MTR COUP	20	31.250	EA	625.00
Net Total:					\$18535.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$18535.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2791&on=28855>

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HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2791&on=28855>



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: September 8, 2025

AGENDA ITEM 10.A.

To: Board of Trustees

From: Casey Biernacki, Deputy Village Manager

CC: Nancy Flores, Interim Director of Recreation, Ellen Baer, Village Manager

RE: Independent Contractor Agreement Renewal with Mattix Music (Action Recommended 9/22/2025)

Recommendation

Staff recommends the review and consideration of the Independent Contractor Agreement with Mattix Music to the Village Board.

Summary

In July, the Village of Western Springs established new one-year independent contractor agreements with five (5) of the six (6) existing contractors. The contract with Mattix Music Studio has been updated and staff has prepared the same economic and non-economic provisions to utilize space in the Recreation Center and/or the Grand Avenue Community Center. Staff recommends a one-year renewal with the same 2% annual increase, which is consistent with annual increases over the last five (5) years.

These contractors provide essential, well-loved, services and programming to residents of Western Springs and neighboring communities. Staff intends to use the next year to review the existing provisions of all six (6) agreements, the square footage utilized by each contractor, and legal language updates before ultimately bringing all six (6) agreements for consideration in June of 2026.

Financial Impact

None.

Recommended Motion

I move for the approval of the Independent Contractor Agreement with Mattix Music Studio.

Strategic Plan Alignment

Financial Sustainability

File Attachments

None

**EMPLOYMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND ELLEN J. BAER**

This Employment Agreement By And Between The Village of Western Springs And Ellen J. Baer (the "Agreement") is made and entered into this 8th day of September, 2025, by and between the Village of Western Springs, an Illinois municipal corporation (hereinafter called "EMPLOYER" or "Corporate Authorities" or "Village"), and Ellen J. Baer (hereinafter called "EMPLOYEE"). EMPLOYER and EMPLOYEE are at times referred to herein individually as a "Party" and collectively as the "Parties." Both Parties agree as follows:

WHEREAS, the President and Board of Trustees of the Village of Western Springs desire to re-appoint and continue to employ Ellen J. Baer to serve as the Village Manager and to perform all of the customary duties of the Village Manager position in accordance with the provisions of Title I (Administration), Chapter 8 (Officers And Employees), Article A (Village Manager) of the Western Springs Village Code, the Western Springs Personnel Policy & Procedures Manual dated October 28, 2013 (approved by Resolution No. 13-2246), as amended (the "Personnel Manual"), and this Agreement; and

WHEREAS, the EMPLOYEE is currently employed by the EMPLOYER as the Village Manager, and agrees to perform all of the customary duties of Village Manager in accordance with the provisions of Title I (Administration), Chapter 8 (Officers And Employees), Article A (Village Manager) of the Western Springs Village Code and this Agreement; and

WHEREAS, the Village agrees to provide a certain salary and an expanded employment benefits package, including a severance benefit, in exchange for the EMPLOYEE serving as the Village Manager and performing all of the customary duties of the Village Manager position in accordance with the applicable provisions of the Western Springs Municipal Code and this Agreement; and

WHEREAS, in regard to this Agreement, the EMPLOYER has complied with the six (6) day prior posting requirement set forth in Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3) (effective January 1, 2012), that imposes a duty on all municipal employers who participate in the Illinois Municipal Retirement Fund ("IMRF") to post on its website or in the Village Hall the total compensation packages of employees whose total compensation packages are equal to or in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per year; and

WHEREAS, the Parties acknowledge that the EMPLOYEE is a member of the International City / County Management Association ("ICMA") and that the EMPLOYEE is subject to the ICMA Code of Ethics; and

WHEREAS, the EMPLOYER, as a non-home rule Illinois municipal corporation, has the authority to enter into this Employment Agreement pursuant to its statutory authority as

provided by Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) of the Constitution of the State of Illinois of 1970, and the applicable provisions of the Illinois Municipal Code, including Sections 3.1-30-5, 5-3-7 and 8-1-7 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5; 5-3-7 and 8-1-7).

NOW, THEREFORE, IN CONSIDERATION OF the payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which are acknowledged, the Parties agree, as follows:

SECTION 1: INCORPORATION OF RECITALS: Each of the Whereas paragraphs above are incorporated by reference into this Section 1 as material terms of this Agreement.

SECTION 2: APPOINTMENT; DUTIES; RESIDENCY. The EMPLOYER and the EMPLOYEE agree to continue the employment of the EMPLOYEE, who shall be re-appointed to and work as the full-time Village Manager of the Village of Western Springs under the terms, conditions and provisions set forth in Title I (Administration), Chapter 8 (Officers And Employees), Article A (Village Manager) of the Western Springs Municipal Code, and in the Personnel Manual, as amended, as such terms, conditions and provisions are applied to Department Heads / Group Directors as amended from time to time by the Corporate Authorities, subject to the provisions contained in this Agreement. The position of Village Manager includes working during regular business hours, as well as outside of normal business hours on an as-needed basis, attending all Village Board meetings (and related executive session meetings), committee, commission and other board meetings (and related executive session meetings), unless excused by the Village President, and performing any additional tasks or services within the scope of the duties of the Village Manager as requested by the Village President and Board of Trustees. The EMPLOYEE retains any employee benefits accrued during her employment with the Village, including but not limited to accumulated, but unused sick leave, vacation leave, insurance benefits and retirement benefits. Per Section 1-8A-1 of the Western Springs Municipal Code, the EMPLOYEE does not have to be a resident of the Village, but shall reside at a permanent residence at a location agreeable to the Corporate Authorities. The Employee's current permanent residence in the Village of Downers Grove, Illinois is acceptable to the Corporate Authorities.

SECTION 3: "AT-WILL" EMPLOYMENT RELATIONSHIP. The EMPLOYEE acknowledges that she has served in the past as an employment-at-will employee of the Village and shall serve at the pleasure of the Corporate Authorities while working as the Village Manager. Further, the EMPLOYER and the EMPLOYEE acknowledge that the employment relationship while working as the Village Manager shall be one of employment-at-will, and notwithstanding anything to the contrary set forth in this Agreement, in the Village's Municipal Code, as amended, or in the Personnel Manual, as amended, the EMPLOYER may terminate the employment of the EMPLOYEE at any time and for any reason, with or without Cause (as such term is defined below), subject to the EMPLOYER'S obligations as set forth in this Agreement. The EMPLOYEE agrees that the term "employee benefits" does not include the right to receive progressive discipline prior to her discharge, and she waives any and all claims to a contract

right of employment having been created by the current or any past versions of the EMPLOYER'S Personnel Manual or by this Agreement.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the EMPLOYER to terminate the employment of the EMPLOYEE at any time, subject only to the provisions set forth herein.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to terminate her employment with the EMPLOYER by resigning at any time from her position as Village Manager, subject only to the provisions set forth herein.

“Cause” Defined. “Cause” means: (i) willful malfeasance or willful misconduct by the EMPLOYEE in connection with her employment; (ii) the EMPLOYEE’S gross negligence in performing any of her duties under this Agreement; (iii) the EMPLOYEE being found guilty of any felony, or the EMPLOYEE being found guilty of any misdemeanor involving dishonesty, a drug related offense or moral turpitude, or the EMPLOYEE being convicted of any other misdemeanor (i.e., with a judgment of conviction being entered rather than an order of supervision being entered), including any misdemeanor DUI while operating a Village-owned vehicle, but excluding any other misdemeanor or petty offense which relates to a traffic violation or infraction; (iv) the EMPLOYEE’S willful breach of any written policy applicable to all employees adopted by the EMPLOYER; or (v) a material breach by the EMPLOYEE of any of the terms of this Agreement.

SECTION 4: TERM AND EFFECTIVE DATE. Pursuant to Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7) and Section 1-11-1 of the Western Springs Municipal Code, this Agreement shall become effective immediately upon approval and execution by both Parties, but the employment of the EMPLOYEE as Village Manager and the right to receive the salary, other compensation and employment benefits provided for in this Agreement shall commence on Monday, September 8, 2025 (“Effective Date”) and shall continue in full force and effect until the second regular or special meeting of the Corporate Authorities in May 2029 at 7:00 p.m., unless the employment is terminated earlier by mutual consent or by either Party or by operation of law (the “Term”). Per Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), the duration of this Agreement cannot extend beyond Village President Heidi Rudolph’s current term of office or her appointed successor’s term of office (See also, 65 ILCS 5/3.1-10-15). To the extent that the EMPLOYEE continues to serve and perform the duties of Village Manager after the expiration of the Term of this Agreement, the Village agrees to compensate the EMPLOYEE at the then-current recent salary and to continue to provide Employment Benefits (as defined below), including the accrual of such Employment Benefits, in accordance with the terms, provisions and conditions of this Agreement, as amended, on a pro-rated 365-day basis; but the EMPLOYEE shall not be entitled to any “Severance Benefit Payment” or “Severance / Health and Life Insurance Benefit” (as those terms are defined below), unless approved by the Corporate Authorities and only in the event that the EMPLOYEE signs the Resignation and Severance Agreement and Release of All Claims, as prepared by the

Village Attorney, which shall be in the form substantially consistent with the document attached as **EXHIBIT "1"** and made a part hereof (the "Severance Agreement").

SECTION 5: TERMINATION AND SEVERANCE PAY.

- A. Severance Benefit Payment. In the event the EMPLOYEE is terminated by the EMPLOYER without Cause, then the EMPLOYER agrees to pay the EMPLOYEE a one-time lump sum severance payment equal to six (6) months base salary ("Severance Benefit Payment") plus any accrued employee benefits the EMPLOYEE is entitled to under the Personnel Manual, provided that the EMPLOYEE signs and does not revoke the attached Severance Agreement. At the Employee's request, the Severance Benefit Payment may be paid as a one-time, lump-sum amount or may be divided evenly and paid to the EMPLOYEE over the next six (6) or fewer regularly scheduled, consecutive payroll cycle dates of the Village. In consideration for, and as a condition precedent to the payment of the severance benefits payable under this Section 5, the EMPLOYEE shall be required to execute the attached Severance Agreement. The EMPLOYEE understands that the Severance Agreement releases the EMPLOYER and its Affiliates (defined as "past, present and future representatives, officers, appointed and elected officials, mayor/president and trustees, agents, employees, engineers, insurers, volunteers and attorneys") from any and all causes of action, claims and demands of any kind pertaining to her employment with the EMPLOYER, which the EMPLOYEE may have against the EMPLOYER and its Affiliates.
- B. Severance / Health and Life Insurance Benefit. In the event the EMPLOYEE is terminated by the EMPLOYER without Cause, the EMPLOYER will provide to the EMPLOYEE, for a three (3) consecutive month period from the termination date, health and life insurance benefits ("Severance / Health and Life Insurance Benefit") under the same terms as provided under the Personnel Manual, at no cost to the EMPLOYEE, except for taxes where required and applicable; provided that the EMPLOYEE signs and does not revoke the Severance Agreement referred to above. The Severance / Health and Life Insurance Benefit shall remain in effect only until the EMPLOYEE is hired by another employer or six (6) consecutive months from the termination date, whichever occurs first. The EMPLOYEE agrees to and is obligated to promptly notify the Village President of her acceptance of other employment so that such benefits can be terminated. The EMPLOYEE agrees to reimburse the EMPLOYER for the monthly premium(s) paid if she fails to promptly notify the EMPLOYER of her new employment. If the EMPLOYEE is already covered by or is eligible for Medicare health insurance coverage at the time of her termination without Cause, the Village agrees that the health insurance portion of the Severance / Health and Life Insurance Benefit shall consist of the payment of the EMPLOYEE'S supplemental health insurance coverage premium for a three (3) consecutive month period commencing on the termination date.
- C. Expiration of Revocation Period; Payment of Benefit. The above Severance Benefit Payment and the Severance / Health and Life Insurance Benefit shall be payable to EMPLOYEE one (1) business day after the expiration of the applicable revocation period (currently set at seven (7) calendar days) for revoking a severance and release of claims

agreement as provided under the Age Discrimination in Employment Act, as amended, provided that the EMPLOYEE does not revoke her approval of the Severance Agreement. In the event the EMPLOYEE revokes her approval of the Severance Agreement, the EMPLOYEE shall not be entitled to receive, and the EMPLOYER shall not be obligated to pay, the Severance Benefit Payment or the Severance / Health and Life Insurance Benefit or any other severance benefits set forth above in this Section 5.

- D. Accrued, Unused Employee Benefits. In the event the EMPLOYEE voluntarily resigns or is terminated with or without Cause from the position of Village Manager, the EMPLOYEE shall retain and receive any employee benefits that have accrued but have not been used since the time of her initial employment, including, but not limited to, accumulated sick leave, vacation leave, insurance benefits and retirement benefits, as defined in Section 2 above and under the Personnel Manual, except for such benefits that have been forfeited due to a “use-it or lose-it “ rule per the Personnel Manual.
- E. Voluntary Resignation or Termination for Cause. In the event the EMPLOYEE voluntarily resigns as Village Manager or is terminated by the EMPLOYER for Cause (as defined above), the EMPLOYEE shall not be entitled to the Severance Benefit Payment or the Severance / Health and Life Insurance Benefit or any other severance benefits from the EMPLOYER.
- F. Expiration of Agreement; Severance. The Severance Benefit Payment and the Severance / Health and Life Insurance Benefit shall not be payable to the EMPLOYEE if this Agreement expires or terminates due to lapse of time (i.e., the Term of this Agreement ends at the end of the current Village President’s term), unless the Corporate Authorities authorize the payment of such Severance Benefit Payment and Severance / Health and Life Insurance Benefit as an agenda item listed on a Village Board Meeting Agenda and the EMPLOYEE signs and does not revoke the Resignation Agreement.

SECTION 6: SALARY AND OTHER COMPENSATION. The Parties acknowledge that the Personnel Manual’s Pay Plan does not, at this time, include provisions relating to payment of salary and wages to the Village Manager. Therefore, the EMPLOYER agrees to pay EMPLOYEE for her services rendered pursuant this Agreement an annual base salary of *TWO HUNDRED THOUSAND FOUR HUNDRED THIRTEEN AND 00/100 DOLLARS (\$200,413.00)*, effective as of September 8, 2025, for the Term of this Agreement, unless this Agreement is terminated or amended. The annual base salary shall be payable in installments at the same time as other Department Heads / Group Directors of the EMPLOYER are paid and may be adjusted from time to time as the Parties may agree to in writing, based on performance evaluations of the EMPLOYEE. The other compensation payable to or on behalf of the EMPLOYEE, as provided for in this Agreement, may also be adjusted from time to time as the Parties may agree to in writing, based on performance evaluations of the EMPLOYEE. The EMPLOYER shall periodically review the EMPLOYEE’S performance as Village Manager in accordance with Subsection 6.B (Performance Evaluation) below.

- A. Exempt Employee. The EMPLOYEE agrees that she is a salaried, exempt employee under the Fair Labor Standards Act and is not entitled to receive any additional compensation for overtime and compensatory time benefits under

any federal or State employment law for performing the above-mentioned duties and services under this Agreement. As an exempt employee, the EMPLOYEE agrees that she is not subject to any minimum or maximum hourly workday or hourly work week. The EMPLOYEE further agrees that she will perform the duties and services of Village Manager as set forth in this Agreement typically during normal business hours but understands that she is also on-call for purposes of performing such duties and services outside of normal business hours.

- B. Performance Evaluation. The EMPLOYER and the EMPLOYEE agree that periodically they shall mutually discuss and evaluate their working relationship, rapport and understanding. The EMPLOYEE will receive a written performance evaluation after completion of the first twelve (12) months of this Agreement. On or after September 8 of each successive year that this Agreement is in effect, the EMPLOYEE'S performance will be appraised by the Corporate Authorities and a written annual performance evaluation will be given to the EMPLOYEE. After such evaluation, the Parties may schedule a meeting to review the evaluation and determine, if necessary, the terms and conditions of the continued future employment of the EMPLOYEE. The EMPLOYEE'S annual salary and other compensation may be increased by an amount determined by the Corporate Authorities, in their sole discretion, upon satisfactory performance by the EMPLOYEE. The Corporate Authorities agree not to reduce the EMPLOYEE'S annual salary and employment benefits at any time without prior written notice and her consent. The failure of the Corporate Authorities to conduct an annual performance evaluation in any year shall not be a breach or violation of this Employment Agreement.
- C. Employee Benefits. The EMPLOYEE will be entitled to the standard employee benefits (personal days, recognized paid holidays, vacation days, sick days, extended sick leave, life insurance, Illinois Municipal Retirement Fund or ICMA-RC contributions, health insurance, etc.) provided to the Department Heads / Group Directors of the Village, except as modified herein.
 - i. Vacation Days: The EMPLOYEE shall be entitled to accrue and use twenty-five (25) vacation days per calendar year. As of the Effective Date of this Agreement, the EMPLOYEE has earned but unused vacations days, which may be used in accordance with the Personnel Manual, as amended.
 - ii. Sick Days: The EMPLOYEE shall be entitled to earn twelve (12) sick days per calendar year as set forth in the Personnel Manual, as amended. The use of earned sick days shall be governed by the Personnel Manual, as amended. As of the Effective Date of this Agreement, the EMPLOYEE has earned but unused sick days, which may be used in accordance with the Personnel Manual, as amended.
 - iii. Paid Holidays: The EMPLOYEE shall be entitled to those paid holidays as set forth in the Personnel Manual, as amended.

- iv. Personal Days: The EMPLOYEE shall be entitled to three (3) personal days per calendar year, which may be used in accordance with the Personnel Manual, as amended. These personal days shall not roll-over to the following calendar year and shall be subject to a “use-it or lose-it” rule. As of the Effective Date of this Agreement, the EMPLOYEE has earned, but unused personal days, which may be used in accordance with eh Personnel Manual, as amended.
- v. Employee Insurance Programs: The EMPLOYEE and her family, at no cost to her, shall be entitled to participate in the EMPLOYER’S employee health and other insurance programs as offered from time to time and as set forth in the Personnel Manual, as amended. For the Term of this Agreement, the EMPLOYER will contribute toward EMPLOYEE’S employment insurance programs on the same basis and subject to the same conditions and restrictions as outlined for other full-time Village personnel, as amended from time to time. The EMPLOYEE is currently receiving health insurance benefits through her spouse’s employment. If at any time the EMPLOYEE desires to obtain health insurance coverage from the EMPLOYER, the EMPLOYER will provide health insurance to the EMPLOYEE and her family, at no cost to her, in accordance with existing Village policies. Provided that the EMPLOYEE remains covered on her spouse’s health insurance benefits and does not elect to be covered by any Village-provided health insurance coverage, the Village agrees to pay the EMPLOYEE an incentive for not participating in the Village’s health insurance program equal to the employee contribution paid by the EMPLOYEE’S spouse for health insurance coverage as follows: As part of each bi-weekly payroll cycle, the EMPLOYER agrees to pay the EMPLOYEE an amount equal to the prorated annual spousal health insurance contribution, but in no case shall the total amount of this incentive paid to the EMPLOYEE in any 12-month period exceed Ten Thousand and No/100 Dollars (\$10,000.00).
- vi. Universal Workforce Adjustment to Employee Benefits: In the event the Village reduces economic benefits to the Village employees comprehensively (i.e., “across the board”), the Village shall not reduce the EMPLOYEE’S benefits in any greater percentage than the amount reduced for the other Village employees.
- vii. Reimbursement of Business Expenses: The EMPLOYEE will be reimbursed for actual, documented expenditures made as a result of and/or in the course of the conduct of Village business. Receipt documentation will be required for reimbursement to be made by the EMPLOYER for all said expenditures.
- viii. Vehicle Allowance in Lieu of Use of Vehicle Fleet Vehicle: During the Term of the Third Addendum, the EMPLOYER agrees to provide the EMPLOYEE with a monthly automobile allowance of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00) per month for purposes of maintaining and

driving their own vehicle for daily Village business purposes in lieu of daily use of a Village-owned fleet vehicle. This amount is intended as the sole remuneration for all expenses associated with EMPLOYEE'S use of their personal vehicle, including but not limited to fuel, oil, wear and tear, maintenance, insurance, and all other expenses associated with the operation of that vehicle, except as otherwise provided for in this Section. The EMPLOYEE will have the ability to use a Village-owned vehicle, as available, for work-related purposes that are not commuting or other personal uses, but only in instances where their own vehicle may not be appropriate for such business use (i.e., use of a Village-owned SUV during inclement weather or when transporting a group of people or equipment). The EMPLOYEE shall be obligated to maintain and pay for automobile liability insurance and pay for all maintenance, repairs and fuel in relation to operating their own vehicle under this Agreement. The automobile liability insurance policy maintained by the EMPLOYEE for the vehicle shall have policy coverage limit of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate. In the event the EMPLOYEE uses their vehicle to travel to business meetings relative to the Village, the EMPLOYEE may submit for reimbursement for travel mileage and related costs (e.g., tolls), but the EMPLOYEE shall not be reimbursed for mileage incurred while commuting daily to and from their residence and the Village. Also, the EMPLOYEE may utilize methods of public transportation (e.g., trains, planes, buses, cabs, etc.) to commute to and from the Village and/or to conduct Village business, and shall be reimbursed for the expense to do so. However, receipt documentation will be required for reimbursement to be made by the EMPLOYER for all said Village business-related travel expenditures.

D. **Illinois Municipal Retirement Fund - Accelerated Pension Payment.** In an effort to avoid triggering the accelerated pension payment set forth in Section 7-172(k) of the Illinois Pension Code (40 ILCS 5/7-172(k)) (also known as the "Illinois Municipal Retirement Fund Law"), as amended, the EMPLOYER agrees to pay and the EMPLOYEE agrees to receive the accumulated amount of sick leave time (also referred to as "sick days") on the following terms and schedule: To be determined by the Parties in an addendum to this Agreement. The current sick leave bank for the EMPLOYEE is as follows and is subject to change based on further accrual and use of sick days:

- i. The EMPLOYEE'S current existing sick leave bank provided under the existing Personnel Manual may be used by the EMPLOYEE in accordance with the Personnel Policy and such totals will be adjusted based on use.
- ii. In the event that the EMPLOYEE resigns or is terminated prior to the expiration of this Agreement and there is a balance of accrued sick leave time that the EMPLOYEE is entitled to, the EMPLOYEE agrees to receive

payment of the balance of that accrued sick leave time, not to exceed a total of four hundred fifty (450) sick hours, not as part of her final compensation payment, but rather as a separate lump sum payment payable ninety (90) calendar days after her final date of employment. The EMPLOYER agrees to pay the dollar value of the balance of that accrued sick leave time, at the EMPLOYEE's then current salary, not as part of the final compensation payment, but rather as a separate lump sum payment payable ninety (90) calendar days after her final date of employment. Upon retirement or termination, any remaining accrued sick leave time in excess of four hundred fifty (450) sick hours shall be waived and shall not be payable to the EMPLOYEE, as sick leave time is capped at a maximum of four hundred fifty (450) sick hours or sixty (60) work days. The EMPLOYEE and the EMPLOYER agree that the provisions of this Subsection 6.D. supersede any contrary provisions contained in the Personnel Manual, as amended.

SECTION 7: AUTOMOBILE USAGE. RESERVED.

SECTION 8: DEFERRED COMPENSATION. The EMPLOYER agrees to execute all necessary agreements provided by the International City / County Management Association Retirement Corporation (ICMA-RC) or another 457 Account, an Individual Retirement Account (IRA), Roth IRA Account, the Illinois Municipal Retirement Fund's Voluntary Additional Contribution Account, or the Village's 125 Plan Account for the EMPLOYEE'S participation in said retirement programs and plans, including any deferred compensation plan(s), and to transfer ownership to succeeding employers upon resignation or termination, as is legally possible at that time.

On an annual basis, the EMPLOYER, in its discretion, may make a contribution towards the EMPLOYEE'S deferred compensation, other retirement, and/or non-taxable compensation accounts. These may include a 457 Account, an Individual Retirement Account (IRA), Roth IRA Account, the Illinois Municipal Retirement Fund's Voluntary Additional Contribution Account, or the Village's 125 Plan Account. It is solely the responsibility of the EMPLOYEE to: (a) determine her own eligibility for any of these account plans; (b) manage the funds deposited in such accounts; and (c) provide timely written direction to the Village for purposes of making any deposits into such accounts. The failure of the EMPLOYER to make such a contribution or to continue to make such a contribution shall not be a breach of this Agreement. The EMPLOYEE shall have sole discretion as to which account or accounts any such contribution is deposited.

Relative to calendar years 2025, 2026, 2027, 2028 and 2029, the EMPLOYER agrees to make the following contributions in advance of any applicable contribution deadline(s) for each respective calendar year of employment, or portion thereof, into the account or accounts as directed by the EMPLOYEE:

- A. 2025 Contribution: The Village shall make the following pro-rated contribution for Year 2025: \$3,000.00.

- B. 2026 Contribution: \$12,000.00
- C. Contributions for Years 2027, 2028 and 2029: The EMPLOYER, in its discretion, will consider making contributions for Years 2027 through 2029, but the decision to make annual contributions and the dollar amount (if any) shall be determined as part of EMPLOYEE'S annual performance evaluations.

If the EMPLOYEE is terminated or resigns prior to the end of a calendar year, the contribution amount for that calendar year shall be prorated on a 365 day basis. If the full contribution has been made on the EMPLOYEE'S behalf before the termination or resignation, the EMPLOYEE agrees to reimburse the EMPLOYER for the prorated excess contribution amount.

SECTION 9: PROFESSIONAL DEVELOPMENT. The EMPLOYEE may, at the expense of the Village, attend seminars and conferences intended to foster professional development, including but not limited to the annual ICMA Conference and the Illinois Municipal League ("IML") Annual Conference, and may join certain professional municipal government related organizations and subscribe to similar publications.

SECTION 10: RETURN OF AND ACCESS TO EMPLOYER'S PROPERTY. Upon the EMPLOYEE'S termination or resignation, the EMPLOYEE shall immediately deliver to the EMPLOYER all non-personal correspondence, letters, e-mails, stored data and information in any format and on any device, records, manuals, contracts, supplies, files, smart phones, tablets, computers, cellular phones, electronic communication devices, data storage devices, other business-related equipment, Village-owned automobile, checks, petty cash, keys to all Village property and buildings, and all other material and records of any kind belonging to or relating to the EMPLOYER that are in the possession or control of the EMPLOYEE. The EMPLOYEE agrees that, subsequent to the termination of her employment with the Village, she will not access or attempt to access, directly or indirectly, by any manner whatsoever, the Village's computer network, including, without limitation, the Village's email system, the Village's electronic document storage and retrieval system, and the Village's computer network servers and related equipment.

SECTION 11: OUTSIDE ACTIVITIES AND DUTY OF LOYALTY. The employment provided for by this Agreement shall be the EMPLOYEE'S sole employment. Recognizing that certain outside consulting or teaching opportunities confer indirect benefits to the EMPLOYER and the community, the EMPLOYEE may elect to accept limited teaching or consulting opportunities, with or without compensation, provided that such arrangements do not interfere with or conflict with the EMPLOYEE'S duties and responsibilities under this Agreement.

While employed by the Village, the EMPLOYEE will conscientiously and diligently perform all required acts and duties to the best of her ability and in a manner satisfactory to the Village. The EMPLOYEE agrees that, at all times during her employment with the Village, she owes the Village a duty of loyalty and a duty to act in good faith. The EMPLOYEE agrees that, at all times during her employment with the Village, she will not individually, or in combination with any other employee, violate or breach the terms of this Agreement.

SECTION 12: CONFIDENTIALITY. “Confidential Information” means all records, documents, information, passwords and other materials, whether original, duplicated, computerized, memorized, handwritten or in any other form, including but not limited to any intellectual property of the Village, resident information, employment information, financial data, staff or official proposals or memoranda, real property related information, potential or actual litigation information, strategic plans and other data disclosed, entrusted or made available to the EMPLOYEE by the Village, obtained through the EMPLOYEE’S own efforts while working for the Village or developed by the EMPLOYEE while employed by the Village, which is not available to the public at large. Confidential Information shall also include all information relating to ongoing criminal investigations being conducted by or worked on by the Village’s Police Department, without limitation: physical evidence, reports, tips, witness statements and identities, interrogations, theories, methods, investigation reports, pictures, audio and video recordings, laboratory analyses and documents. Confidential Information shall not include:

- (i) Information that, at the time of disclosure, is in the public domain or is otherwise available to the EMPLOYEE on a non-confidential basis; and
- (ii) Information disclosed that, after disclosure, becomes part of the public domain by publication or otherwise, through no action or fault of the EMPLOYEE.

A. **Confidentiality/Non-Disclosure.** All Confidential Information is sensitive and confidential, and any misuse or unauthorized disclosure of Confidential Information will materially affect the effective and successful conduct of the government, business and goodwill of the Village.

- (1) The EMPLOYEE agrees that any Confidential Information is to be held in the strictest confidence and may only be used in the completion of those law enforcement duties and services, whether she continues to be employed by the Village or not.
- (2) The EMPLOYEE agrees that Confidential Information is the sole and exclusive property of the Village, and the EMPLOYEE shall make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to unauthorized persons, other than as permitted by this Agreement.
- (3) The EMPLOYEE agrees that she will not otherwise disclose or reveal, in any manner or for any reason, any Confidential Information during her employment with the Village or at any time thereafter, to any person or entity, without first receiving written authorization from the then-Village Manager or the Village Attorney, unless such disclosure is required by a court order and the Village decides not to contest the court order. This confidentiality covenant shall not prohibit the EMPLOYEE from continuing to cooperate with any law enforcement personnel or prosecutorial personnel on any cases, investigations or matters of any kind that involve Confidential Information. The EMPLOYEE agrees, to the extent allowable

under law and upon request, that she shall inform the then-Village Manager, the Police Chief or the Village Attorney of such continuing cooperation with any law enforcement personnel or prosecutorial personnel on any cases, investigations or matters of any kind that involve Confidential Information after the termination of this Agreement.

- (4) It is understood and agreed that the Village is not waiving any applicable privilege, protection or confidentiality with respect to third parties, either impliedly or explicitly, by the sharing of Confidential Information with the EMPLOYEE under this Agreement. All Confidential Information covered by this Agreement, and any work-product or report or document or information reviewed, used or prepared by the EMPLOYEE during the term of this Agreement, is subject to the privileges and the exemptions contained at Sections 7(1)(a), 7(1)(b), 7(1)(b-5), 7(1)(d) and 7(1)(m) of the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*, as amended) and all applicable legal enforceable privileges found in State or federal law.
- (5) In the event that the EMPLOYEE is ever requested in a judicial, administrative or governmental proceeding to disclose any Confidential Information, the EMPLOYEE will promptly notify the Village President, the then-Village Manager and/or the Village Attorney so that the Village may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement. If disclosure of the Confidential Information is required, the EMPLOYEE may furnish the required material, but the EMPLOYEE will furnish only that portion of Confidential Information that legally is required. The above notification obligation and this non-disclosure covenant shall survive the termination of this Agreement and remain binding on the EMPLOYEE.
- (6) Termination of this Agreement shall not constitute a waiver of the confidentiality obligations contained in this Agreement or the attorney/client or work-product privileges or any other applicable privilege recognized by State or federal law. Upon termination, each Party shall continue to take such action as is necessary or prudent to preserve the confidentiality of the Confidential Information as well as the enforcement of the applicable privileges that apply to the Confidential Information. The confidentiality obligations of a Party that has received documents or other Confidential Information pursuant to this Agreement shall survive and remain in effect following any such termination of this Agreement. In the event that either Party, for any reason, terminates this Agreement, the EMPLOYEE shall immediately deliver or cause to be delivered to the then-Village Manager or the Village Attorney (without retaining any copies thereof) any and all Confidential Information and all records, documents, statements or other written information obtained from the Village containing Confidential Information, along with a signed Affidavit that such Confidential Information and other documents have

been returned by the EMPLOYEE and that she has fully complied with the terms of this Subsection.

SECTION 13: TAXES. All salary, benefits, reimbursements and any other payments to the EMPLOYEE under this Agreement shall be subject to all applicable payroll and withholding taxes and deductions required by any law, rule or regulation of Federal, Illinois or local authority. The EMPLOYEE agrees that she shall be responsible for the payment of her share of any such required Federal, Illinois or local taxes.

SECTION 14: INDEMNIFICATION. As a material inducement for the Village to enter into this Agreement, the EMPLOYEE agrees to waive and hold harmless the Village and its Affiliates (defined as “past, present and future representatives, officers, appointed and elected officials, mayor/president and trustees, agents, employees, engineers, insurers, volunteers and attorneys”) from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the termination of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise solely from the Village's failure to fulfill its obligations under this Agreement.

The Village agrees to defend, indemnify and hold harmless the EMPLOYEE from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of attorneys selected by the Village to defend the EMPLOYEE, expert witnesses and consultants, court costs and fines, asserted against her or sought to be imposed upon her, and which arise directly or indirectly out of or in connection in any way with her performance of the terms of this Agreement, provided that the EMPLOYEE’S actions or conduct giving rise to any litigation or dispute was within the scope of the duties of Village Manager, but excepting from the indemnification those claims, actions, suits, damages, costs, expenses and liabilities which arise from any illegal, criminal or willful or wanton conduct of the EMPLOYEE.

SECTION 15: ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties concerning the EMPLOYEE’S employment with the EMPLOYER, and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between the EMPLOYEE and the EMPLOYER relating to the subject matter of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the EMPLOYEE and the EMPLOYER.

SECTION 16: SEVERABILITY. If any provision of this Agreement or the application of any such provision to either Party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

SECTION 17: ASSIGNMENT. This Agreement is a personal contract, and the rights and interest that this Agreement accords to the EMPLOYEE may not be sold, transferred, assigned, pledged, encumbered or hypothecated by her. This Agreement shall be binding upon, and inure to the benefit of, the EMPLOYEE, her heirs, executors, administrators, representatives, successors, transferees and assigns, and the EMPLOYER and its former, current and future elected and appointed officers, officials, trustees, employees, agents, transferees, assigns and successors-in-interest.

SECTION 18: NOTICES. All notices, demands or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if: (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, (c) sent by registered or certified United States Mail, return receipt requested and postage prepaid, or (d) electronic transmission via email, telecopy or facsimile transmission followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the Parties at their respective addresses and current email addresses, as follows:

If to EMPLOYEE: Ellen J. Baer 6722 Meadow Crest Drive Downers Grove, Illinois 60516	If to EMPLOYER: Village President, Village of Western Springs 740 Hillgrove Avenue Western Springs, Illinois 60558
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Either Party may change such address for delivery to the other Party by delivery of a notice in conformity with the provisions of this Section specifying such change. Notice shall be deemed proper: (i) on the date of delivery, if delivery is by hand, (ii) three (3) days after the date of mailing if sent by certified or registered mail, (iii) on the date of delivery by an overnight courier, or (iv) on the email, telecopy or facsimile transmission date if sent before 4:30 p.m.; otherwise, the next business day after the date of transmission by email, telecopy or facsimile.

SECTION 19: HEADINGS. All descriptive headings of Sections in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section.

SECTION 20: VENUE AND APPLICABLE LAW. The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The Parties agree that, for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Richard J. Daley Center, Circuit Court of Cook County, Chicago, Illinois. The EMPLOYEE and the EMPLOYER agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

SECTION 21: ADMISSIBILITY. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

SECTION 22: ATTORNEY REVIEW. The EMPLOYEE acknowledges that she fully understands all of the terms, conditions, provisions and obligations of this Agreement, that she was not coerced into signing it, that she was represented by an attorney of her own choosing during the negotiation of this Agreement, and that she executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions and obligations.

SECTION 23: DISCLOSURE. Subject to any applicable exception of the Freedom of Information Act (5 ILCS 140/1 *et seq.*), as amended, the EMPLOYEE and the EMPLOYER acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and copying by the public after appropriate FOIA-allowed redactions are made, if requested pursuant to a FOIA request.

SECTION 24: EXHIBITS. The following Exhibit is attached hereto and made a part hereof:
EXHIBIT "1" - Resignation and Severance Agreement and Release of All Claims

SECTION 25: EFFECTIVE DATE. This Agreement shall be effective on the date that the last signatory signs this Agreement, which date shall be inserted on page 1 of this Agreement. If any of the signatories to this Agreement shall fail to execute this Agreement, it shall be null and void in its entirety.

IN WITNESS WHEREOF, the Village of Western Springs, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Employment Agreement to be executed by the Village President and attested by the Village Clerk on the dates set forth below. Ellen J. Baer has voluntarily executed this Agreement (and her signature has been verified by a Notary Public) on the dates set forth below.

ELLEN J. BAER

VILLAGE OF WESTERN SPRINGS

By: _____
Ellen J. Baer

By: _____
Heidi Rudolph, Village President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Notary Public

By: _____
Edward Tymick, Village Clerk

Date: _____

Date: _____

EXHIBIT "1"

**Resignation and Severance Agreement
and Release of All Claims**

(attached)

**RESIGNATION AND SEVERANCE AGREEMENT
AND RELEASE OF ALL CLAIMS**

**[NOTE: You have twenty-one (21) calendar days to consider this Agreement.
In addition, you are advised to consult with an attorney before signing this Agreement.]**

**This RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS
("Agreement") is made by and between the
Village of Western Springs, an Illinois municipal corporation ("Village")
and Ellen J. Baer ("Employee")**

RECITALS

WHEREAS, an Employment Agreement has been entered into between Employee and the VILLAGE, dated _____, 20__ and approved by the Village Board under Resolution No. R-20_____ (collectively the "Employment Agreement"); and

WHEREAS, pursuant to Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), the Employment Agreement of Employee expired on _____, 202__, when the term of office of Village President _____ ended OR the Employment Agreement has been terminated by operation of Section 5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7) by a majority vote of the Corporate Authorities as of _____, 202__, and is no longer in effect OR the Employment Agreement has been terminated by the mutual consent of the Parties; and

WHEREAS, since the expiration of the Employment Agreement, the Employee has been employed as an "at-will" employee of the Village and has agreed to voluntarily resign from her employment with the Village, effective on ____, 20__(the "Resignation Date"); and

WHEREAS, the Village has agreed to pay to the Employee certain compensation and benefits to which the Employee would otherwise not be entitled, in exchange for the Employee's promises and commitments contained in this Agreement; and

WHEREAS, the Village and the Employee now desire to mutually set forth the terms of the resignation of the Employee's employment with the Village. It is the desire of the Village and the Employee to settle and resolve all the terms of the Employee's resignation from employment with the Village and to fix and determine the rights of each Party with regard to the Employee's resignation, and all related matters, including but not limited to payment of severance and temporary continuation of certain benefits provided for under this Agreement, any disputes existing between them as of the Effective Date (as defined below) of this Agreement, and any claims that could be brought by either Party against the other Party in relation to the employment relationship and the termination of that relationship; and

WHEREAS, the considerations exchanged herein do not constitute and shall not be interpreted as an admission of liability or of any sort of wrongdoing on the part of the

Employee or the Village, or as any violation of any federal, State or local statute, ordinance, regulation, order or common law; and

WHEREAS, it is in the best interests of both Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties' mutual promises, and the financial compensation and other valuable consideration set forth herein, the sufficiency of which is acknowledged, the Village and the Employee agree as follows:

1. **Incorporation.** The initial statements contained in the above whereas paragraphs are incorporated into this Section 1 as if fully set forth herein and are material terms of this Agreement.

2. **Employment Agreement.** The Parties acknowledge the existence of the Employment Agreement between Employee and the Village, dated _____, 20__ (the "Employment Agreement"), and agree that, in the event of a conflict between this Agreement and the Employment Agreement, the terms of this Agreement shall control. Upon the Effective Date of this Agreement, the Employment Agreement shall be terminated and no longer in effect. *Upon the Effective Date of this Agreement, the Employment Agreement has already expired and has been terminated by operation of Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7) as of _____, 20__, and is no longer in effect OR Upon the Effective Date of this Agreement, the Employment Agreement has been terminated by operation of Section 5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7) by a majority vote of the corporate authorities as of _____, 20__, and is no longer in effect OR Upon the Effective Date of this Agreement, the Employment Agreement has been terminated by the mutual consent of the Parties.*

3. **Resignation of Employment.** The Employee acknowledges that she voluntarily resigns and terminates her employment with the Village effective _____, 20__ (the "Separation Date").

4. **Compensation Owed.** The Employee acknowledges receipt of all compensation, reimbursements and employment benefits, excluding the severance payments and all other severance related benefits to be provided under this Agreement, due from the Village through the payroll period of _____, 20__, and waives any claims relating to same. The VILLAGE agrees to pay the Employee compensation as part of normal payroll for the time period from the Separation Date through _____, 20__, as additional monetary consideration for entering into this Agreement.

5. **Separation Benefit.** Subject to the provisions of this Agreement, and in consideration for entering into this Agreement and for the severance payments and other severance related benefits set forth herein, the Village shall provide the Employee with the following separation benefits (individually and collectively, "Separation Benefits"):

- A. The Village shall pay the Employee a separation payment equal to: __(__) months of salary in the gross amount of ____THOUSAND ____ AND 00/100 DOLLARS (\$____) and shall further pay Employee for __(__) accrued but unused vacation days in the gross amount of ____THOUSAND AND 00/100 DOLLARS (\$____) for a grand total of ____ THOUSAND ____HUNDRED AND 00/100 DOLLARS (\$____), less normal tax withholding and any applicable employee benefit contributions (the "Separation Payment"). The Separation Payment shall be paid, as directed by the Employee, as a one-time lump sum or divided evenly and paid to the Employee over the next six (6) or fewer regularly scheduled, consecutive payroll cycle dates of the Village commencing after the expiration of the Revocation Period set forth in **Paragraph 19** of this Agreement.
- B. The Village shall provide the Employee with continuing health and life insurance benefits, at the Village's expense, for __ (__) days after the Separation Date. Thereafter, the Employee shall be entitled to continue coverage under COBRA, at her sole expense, subject to the requirements of that statute.
- C. Pursuant to **Section 5 (Termination and Severance)** of the Employment Agreement, the Parties agree that the Employee is entitled to receive compensation for the __ (__) accrued but unused vacation days payable on a per diem basis at her current salary, which equals \$____ per day. The value of compensation for the Employee's accrued but unused vacation days equals ____THOUSAND ____HUNDRED AND 00/100 DOLLARS (\$____.00) and has been included in the Separation Payment.
- D. The Separation Payment, and any other benefits included herein, do not constitute, nor are they intended to be, any form of compensation to the Employee for any services to the Village. The Employee acknowledges that she shall have no claim for any additional unused accrued vacation days, sick days or any other compensation due. Employee also acknowledges and agrees that she is not entitled to any other severance payments or severance benefits and no other Village benefits of any kind or nature, except as set forth in this Agreement, and that no payments of any kind described herein shall be made until after the expiration of the Revocation Period as set forth in **Paragraph 19** of this Agreement, as part of the next regularly scheduled payday.
- E. The Village will not seek to terminate the Employee for Cause, as defined in **Section 3 ("At-Will" Employment Relationship)** of the Employment Agreement.
- F. The Village's payment to the Employee of the Separation Payment, and any other benefits included herein, in accordance with this Agreement is in full satisfaction and discharge of any and all amounts due or payable to the Employee by the Village, whether salary, vacation pay, bonus, severance, expense reimbursement or otherwise, including the Severance Benefit Payment and the Severance / Health and Life Insurance Benefit defined in the Employment Agreement.
- G. The Employee agrees that all tax liability, which may result from the Separation Payment, payment of other compensation due her and the provision of benefits as set forth in this Agreement, rests with her alone.

- H. The Employee agrees to not file for unemployment insurance benefits in exchange for payment of the Separation Payment.

6. **Consideration.** The Employee acknowledges that she would not be entitled to the Separation Benefits provided for in **Paragraph 5** above in the absence of her signing this Agreement, that the Separation Benefits constitute a substantial economic benefit to the Employee, and that they constitute good and valuable consideration for the various commitments undertaken by the Employee in this Agreement.

7. **Transition; Cooperation.** The Employee agrees that she will work in good faith with the Village to coordinate a smooth and effective transition to the Employee's successor, and will assist in such transition in a professionally reasonable manner.

8. **Parties Released.** For purposes of this Agreement, the term "Village Releasees" means the Village of Western Springs, each of its past, present and future representatives, officers, appointed and elected officials, president and trustees, agents, employees, engineers, insurers (and self-insured risk management pools and associations), volunteers and attorneys.

9. **General Release.** The Employee, for and on behalf of herself and each of her personal and legal representatives, heirs, devisees, executors, successors and assigns, acknowledges full and complete satisfaction of, and fully and forever waives, releases, acquits and discharges the Village Releasees from, any and all claims, causes of action, demands, liabilities, damages, obligations and debts (collectively referred to as "Claims") of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, which the Employee holds as of the date the Employee signs this Agreement, or at any time previously held against the Village Releasees, or any of them, arising out of any matter whatsoever (with the exception of breaches of this Agreement). This General Release specifically includes, but is not limited to, any and all Claims:

- A. Arising out of or in any way related to the Employee's employment with the Village, or the termination of the Employee's employment;
- B. Arising out of or in any way related to any contract or agreement between the Employee and the Village, including but not limited to the Employment Agreement;
- C. Arising under or based on the Equal Pay Act of 1963; Title VII of the Civil Rights Act of 1964; Section 1981 of the Civil Rights Act of 1866; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Fair Labor Standards Act of 1938; the National Labor Relations Act; the Worker Adjustment and Retraining Notification Act of 1988; the Employee Retirement Income Security Act of 1974 ("ERISA") (excepting claims for vested benefits, if any, to which Employee is legally entitled thereunder); the Illinois Constitution; the Illinois Human Rights Act; the Illinois Wage Payment and Collection Act, the Cook

County Human Rights Ordinance; or any other federal, state, county or local law, statute, ordinance, decision, order, policy or regulation prohibiting employment discrimination; providing for the payment of wages or benefits; or otherwise creating rights or claims for employees or officers, including, but not limited to, any and all claims alleging breach of public policy; the implied obligation of good faith and fair dealing; or any express, implied, oral or written contract, handbook, manual, policy statement or employment practice; or alleging misrepresentation, defamation, libel or slander; interference with contractual relations; intentional or negligent infliction of emotional distress; invasion of privacy; false imprisonment; assault; battery; fraud; negligence; or wrongful discharge; and

- D. Arising under or based on the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended by the Older Workers Benefit Protection Act ("OWBPA"), and alleging a violation thereof based on any action or failure to act by the Village Releasees, or any of them, at any time prior to the Effective Date of this Agreement.

10. **Intended Scope of Release.** It is the intention of the Parties and is fully understood and agreed by them that this Agreement includes a General Release of all Claims (with the exception of breaches of this Agreement and claims for vested benefits, if any, to which the Employee is legally entitled under ERISA) that the Employee holds or previously held against the Village Releasees, or any of them, whether or not they are specifically referred to herein. No reference herein to any specific claim, statute or obligation is intended to limit the scope of this General Release and, notwithstanding any such reference, this Agreement shall be effective as a full and final bar to all Claims of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, released in this Agreement.

11. **Employee Waiver of Rights.** As part of the foregoing General Release, the Employee is waiving all of her rights to any recovery, compensation, or other legal, equitable or injunctive relief (including, but not limited to, compensatory damages, liquidated damages, punitive damages, back pay, front pay, attorneys' fees, and reinstatement to employment), from the Village Releasees, or any of them, in any administrative, arbitral, judicial or other action brought by or on behalf of the Employee in connection with any Claim released in this Agreement.

12. **Covenant Not to Sue.** In addition to all other obligations contained in this Agreement, the Employee agrees that the Employee will not initiate, bring or prosecute any suit or action against any of the Village Releasees in any federal, State, county or municipal court, with respect to any of the Claims released in this Agreement. Further, the Employee is aware of no claims or causes of action which she has or might have against the Village or the Village Releasees except those she is releasing and for which she is covenanting not to sue the Village or the Village Releasees.

13. **Remedies for Breach.**

- A. If the Employee, or anyone on the Employee's behalf, initiates, brings or prosecutes any suit or action against the Village Releasees in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement, or if the Employee breaches any of the terms of this Agreement, then (a) the Employee shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by the Village Releasees, or any of them, in connection with such suit, action or breach; (b) the Village shall no longer be obligated to make any Separation Payments not already made to the Employee prior to the Employee's breach of this Agreement; and (c) the Employee, upon demand by the Village, shall repay to the Village the value of the Separation Benefits and the premiums paid pursuant to Paragraph 5 previously provided to the Employee.
- B. If the Village breaches any of the terms of this Agreement, then the Village shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by the Employee, in connection with such suit, action or breach.

14. **No Admission of Liability.** Nothing in this Agreement constitutes or shall be construed as an admission of liability on the part of the Village Releasees, or any of them. The Village Releasees expressly deny any liability of any kind to the Employee, and particularly any liability arising out of or in any way related to the Employee's employment with the Village or the termination of the Employee's employment.

15. **Warranty of Return of Village Property.** The Employee warrants and acknowledges that the Employee has turned over or will turn over to the Village, on or before 5:00 P.M. (CST) on _____, 20__, all Confidential Information (as defined in the Employment Agreement), equipment or other property issued to the Employee by the Village, along with all documents, data storage devices, notes, smart phones, tablets, computers, cellular phones, electronic communication devices, computer files, Village credit cards, keys, alarm codes, alarm instructions, and other materials which the Employee had in the Employee's possession or subject to the Employee's control, relating to the Village and/or any of its members. The Employee further warrants and acknowledges that the Employee has not retained any such documents, notes, computer files or other materials (including any copies or duplicates thereof).

16. **Covenant Not to Access Village's Computer Network.** The Employee agrees that, subsequent to the termination of the Employee's employment with the Village, the Employee shall not access or attempt to access, directly or indirectly, by any manner whatsoever, the Village's computer network, including, without limitation, the Village's email system, the Village's electronic document storage and retrieval system, and the Village's computer network servers and related equipment.

17. **Warranty of Understanding and Voluntary Nature of Agreement.** The Employee acknowledges that the Employee has carefully read and fully understands all of the provisions of this Agreement; that the Employee knows and understands the rights the Employee is waiving by signing this Agreement; and that the Employee has entered into this Agreement knowingly and voluntarily, without coercion, duress or overreaching of any sort. The Employee has had the opportunity to review and discuss this Agreement with her attorney and she fully understands this Agreement's provisions and their legal and practical effect.

18. **Time to Consider and Attorney Consultation.** THE EMPLOYEE AGREES AND ACKNOWLEDGES THAT THE VILLAGE HAS ADVISED HER TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT PRIOR TO SIGNING BELOW. THE EMPLOYEE UNDERSTANDS AND AGREES THAT SHE HAS BEEN PROVIDED WITH AT LEAST TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER HER ACCEPTANCE OF THIS AGREEMENT AND THE ABILITY TO CONSULT WITH AN ATTORNEY, AND THAT SHE HAS BEEN ADVISED OF HER RIGHT TO CHANGE HER MIND AND REVOKE HER ACCEPTANCE OF THIS AGREEMENT AT ANY TIME WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE, AS SHOWN BELOW, ON WHICH SHE HAS SIGNED THIS AGREEMENT.

19. **Revocation Period.** EMPLOYEE AGREES AND UNDERSTANDS THAT SHE MAY REVOKE HER APPROVAL OF THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS AFTER SHE SIGNS THIS AGREEMENT AND THAT THIS AGREEMENT SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL EIGHT (8) CALENDAR DAYS AFTER THE DATE ON WHICH THE EMPLOYEE SIGNS BELOW. IN ORDER TO REVOKE THIS AGREEMENT, THE EMPLOYEE MUST DELIVER A WRITTEN NOTICE TO THE VILLAGE OF THE EMPLOYEE'S DECISION TO REVOKE HER APPROVAL OF THIS AGREEMENT, AND SAID NOTICE MUST BE RECEIVED BY THE VILLAGE NO LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE OF THE EMPLOYEE'S EXECUTION OF THIS AGREEMENT. IF THE EMPLOYEE DOES NOT REVOKE HER APPROVAL OF THIS AGREEMENT, SHE WILL RECEIVE THE SEPARATION PAYMENT AND SEPARATION BENEFITS DESCRIBED IN THIS AGREEMENT, AND THIS AGREEMENT SHALL BECOME EFFECTIVE AND ENFORCEABLE ON THE DATE IMMEDIATELY AFTER THE SEVEN (7) CALENDAR DAY REVOCATION PERIOD EXPIRES (THE "EFFECTIVE DATE").

20. **No Re-Employment.** The Employee agrees to not request re-employment with the Village.

21. **Non-Disclosure; Confidentiality.** The Employee agrees that she will comply with the terms of **Section 13 (Confidentiality)** of the Employment Agreement and shall further not disclose, convey, transmit or make known or available, to any individual, partnership, corporation, organization or entity, any "Confidential Information" pertaining to or regarding the Village. The Employee agrees to keep this Agreement and its terms strictly confidential and shall not discuss same with any person, except with the Employee's immediate family, tax preparers and attorneys, provided that any person with whom the Employee discusses this Agreement also agrees to keep it confidential. The Employee agrees to assume responsibility for any such person's confidentiality obligations. The Employee may, however, fully respond to

questions from governmental entities or discuss this Agreement if required to do so by law. Nothing in this section shall be construed as prohibiting the Parties from providing truthful testimony, responding to a subpoena, cooperating with any government official or agency, truthfully communicating with any government official or agency, or complying with the applicable provisions of the Open Meetings Act (5 ILCS 120/) and the Freedom of Information Act ("FOIA") (5 ILCS 140/). This Agreement is subject to public inspection and photocopying and distribution to the public pursuant to a FOIA request after appropriate FOIA-allowed redactions are made.

22. **Severability.** The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is for any reason determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any of the remaining provisions. Furthermore, any invalid or unenforceable provisions shall be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or if such provision cannot under any circumstances be modified or restricted, it shall be excised from this Agreement without affecting the validity or enforceability of any of the remaining provisions. The Parties agree that any such modification, restriction or excision may be accomplished by their mutual written agreement or, alternatively, by disposition of a court or other tribunal.

23. **Entire Agreement/Integration.** This Agreement constitutes the sole and entire agreement between the Employee and the Village with respect to the subjects addressed in it, and supersedes all prior or contemporaneous agreements, understandings and representations, oral and written, including but not limited to the Employment Agreement, with respect to those subjects.

24. **No Waiver By Village.** No waiver, modification or amendment of any of the provisions of this Agreement shall be valid and enforceable unless in writing and approved by the Village Board and executed by Employee and the Village President, or his/her designee, or the Village approval is effective by operation of law.

25. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the Employee and the Employee's personal and legal representatives, heirs, devisees, executors, successors and assigns, and the Village, its successors and assigns.

26. **Choice of Law; Jurisdiction.** This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

27. **Amendments.** This Agreement may not be amended, revoked, changed or modified except by way of a written agreement approved by the Village Board and executed by the Employee and the Village President, or his/her designee, or the Village approval is effective by operation of law.

28. **Counterparts.** This Agreement may be executed in counterparts and shall be binding upon both Parties in the same manner as though all Parties' signatures appeared in a single, signed Agreement.

NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT, IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, AS AMENDED.

YOU ARE ALSO GENERALLY RELEASING THE VILLAGE FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.

PRIOR TO SIGNING THIS AGREEMENT YOU SHOULD CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the respective dates set forth below, and each acknowledge receipt of an executed copy of this Agreement.

**On behalf of
the VILLAGE OF WESTERN SPRINGS**

**Employee:
ELLEN J. BAER**

By: _____
Name: _____
Title: _____
Date: _____, 20__.

By: _____

Date: _____, 20__.

Attested by:
Village Clerk
By: _____

Witness on behalf of Employee:
By: _____

Name: _____
Title: Village Clerk
Date: _____, 20__.

Name: _____
Title: _____
Date: _____, 20__.

DRAFT 9-4-2025

RESOLUTION NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

DATE: September 8, 2025

OTHER: None.

**A RESOLUTION AUTHORIZING AND
APPROVING THE EXECUTION OF AN
EMPLOYMENT AGREEMENT BY AND
BETWEEN THE VILLAGE OF WESTERN
SPRINGS AND ELLEN J. BAER TO CONTINUE
TO SERVE AS VILLAGE MANAGER OF THE
VILLAGE OF WESTERN SPRINGS.**

WHEREAS, the President and Board of Trustees of the Village of Western Springs, an Illinois non-home rule municipal corporation, (the "Village" or "Village Board"), by the passage of Resolution No. 21-2633 on September 27, 2021, appointed Ellen J. Baer to serve as the Village Manager and to perform all of the customary duties of the Village Manager position in accordance with the provisions of Title I (Administration), Chapter 8 (Officers And Employees), Article A (Village Manager) of the Western Springs Village Code, and have determined that she should continue in that position as the appointed Village Manager; and

WHEREAS, the President and Board of Trustees of the Village desire to enter into the attached Employment Agreement By and Between the Village of Western Springs and Ellen J. Baer ("Employment Agreement") for purposes of continuing the employment of Ellen J. Baer to serve as the Village Manager and to perform all of the customary duties of the Village Manager position in accordance with the provisions of Title I (Administration), Chapter 8 (Officers And Employees), Article A (Village Manager) of the Western Springs Village Code. The Employment Agreement is attached hereto and made a part hereof as **Exhibit "A"**; and

WHEREAS, Ellen J. Baer desires to continue to work as the Village Manager of the Village of Western Springs and agrees to perform all of the customary duties of Village Manager in accordance with the provisions of Title I (Administration), Chapter 8 (Officers And Employees), Article A (Village Manager) of the Western Springs Village Code, the Western Springs Personnel Policy & Procedures Manual dated October 28, 2013 (approved by Resolution No. 13-2246), and the attached Employment Agreement; and

WHEREAS, pursuant to the Employment Agreement, the Village agrees to provide a certain salary and an expanded employment benefits package, including a severance benefit, in exchange for Ellen J. Baer serving as the Village Manager and performing all of the customary duties of the Village Manager position in accordance with the applicable provisions of the Western Springs Municipal Code and the Employment Agreement; and

WHEREAS, the President and Board of Trustees of the Village have the authority to appoint Ellen J. Baer as Village Manager and to enter into the attached Employment Agreement pursuant to its statutory authority as provided by Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) of the Constitution of the State of

Illinois of 1970, and the applicable provisions of the Illinois Municipal Code, including Sections 3.1-30-5, 5-3-7 and 8-1-7 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5; 5-3-7 and 8-1-7); and

WHEREAS, in regard to the Employment Agreement, the Village has complied with the six (6) calendar day prior posting requirement set forth in Section 7.3 of the Illinois Open Meetings Act (5 ILCS 120/7.3) that imposes a duty on all municipal employers who participate in the Illinois Municipal Retirement Fund ("IMRF") to post on its website or in the Village Hall the total compensation packages of employees whose total compensation packages are equal to or in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per year; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to continue the appointment of Ellen J. Baer to serve as the Village Manager, and to authorize the execution of the attached Employment Agreement.

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

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

SECTION 2: Approval of Continuation of Appointment. Pursuant to its statutory authority as provided by Article VII (Local Government), Section 7 (Counties and Municipalities Other Than Home Rule Units) of the Illinois Constitution of 1970, and the applicable provisions of the Illinois Municipal Code, including Sections 3.1-30-5, 5-3-7 and 8-1-7 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5; 5-3-7 and 8-1-7), the President and Board of Trustees approve the continuation of the appointment of Ellen J. Baer to serve as the Village Manager and to perform all of the customary duties of the Village Manager position in accordance with the provisions of Title I (Administration), Chapter 8 (Officers And Employees), Article A (Village Manager) of the Western Springs Village Code.

SECTION 3: Approval and Execution of Agreement. Pursuant to its statutory authority as provided by Article VII (Local Government), Section 7 (Counties and Municipalities Other Than Home Rule Units) of the Illinois Constitution of 1970, and the applicable provisions of the Illinois Municipal Code, including Sections 3.1-30-5, 5-3-7 and 8-1-7 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5; 5-3-7 and 8-1-7), the President and Board of Trustees approve the attached "EMPLOYMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS AND ELLEN J. BAER" ("Employment Agreement") for purposes of continuing the service of Ellen J. Baer as the Village Manager and to perform all of the customary duties of the Village Manager position in accordance with the provisions of Title I (Administration), Chapter 8 (Officers And Employees), Article A (Village Manager) of the Western Springs Village Code and the attached Employment Agreement. The Village President and Village Clerk, or their designees, are authorized and directed to execute and deliver the final version of the attached Employment Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the

Village Attorney. A copy of the Employment Agreement is attached hereto as **Exhibit "A"** and made a part hereof.

SECTION 4: Execution of Other Documents and Approval of Financial Obligations Under of the Agreement. The President and Board of Trustees of the Village of Western Springs authorize and direct the Village President, the Village Manager, the Village Finance Director, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Employment Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Employment Agreement.

SECTION 5: Delivery of Resolution and Agreement. The Village Clerk, or his/her designee, shall arrange for the delivery of a fully executed original of the Employment Agreement and a certified copy of this Resolution to Ellen J. Baer for record retention purposes.

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

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Meeting thereof, held on the 8th day of September, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "A"

**Employment Agreement By and Between
the Village of Western Springs and Ellen J. Baer**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF
AN EMPLOYMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND ELLEN J. BAER TO CONTINUE TO SERVE AS VILLAGE MANAGER OF THE VILLAGE OF
WESTERN SPRINGS.**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 8th day of September, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 8th day of September, 2025.

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

AYES:_____

NAYS:_____

ABSENT:_____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this 8th day of September, 2025.

Edward Tymick, Village Clerk

SEAL