



AGENDA

GENERAL GOVERNMENT COMMITTEE

AMENDED General Government Committee: April 13, 2026 at 6:00 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Meeting Minutes - March 4, 2026

C. Public Comment

D. New Business

1. 2026 Western Springs Business Association – Requests for Special Events Liquor License and Temporary Use Permit
2. Ordinance Amending Title 4 Relative to Class "B" and Class "H" Liquor Licenses Issued in Western Springs (Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria and R Bar)
3. Ordinance Amending Title 4 Relative to Class "O" and Class "H" Liquor Licenses Issued in Western Springs (Daydream Coffee Company, LLC d/b/a The Opry)
4. Liquor License Renewal Updates
5. License Agreement for the use of Right-of-Way between the Village of Western Springs and MCI Metro Access Transmission Services LLC
6. Appointment of Prosecutor Donna J. Norton for Local Adjudication and Hearings

E. Other Business

F. Schedule Next Committee Meeting

G. Adjournment

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

GENERAL GOVERNMENT COMMITTEE
March 4, 2026 Meeting Minutes
Village Hall
740 Hillgrove Avenue, Board Room
Western Springs, IL 60558
5:20 p.m.

Present

Chair Chen, Member Nawrocki, President Heidi Rudolph, Village Manager Ellen Baer, Deputy Village Manager Casey Biernacki, Human Resources Manager Daisy Chavez, Village Attorney Anne Skrodzski, Director of Law Enforcement Services Sean Gilhooley

Electronic Participation: None.

Call to Order

Chair Chen moved to open the committee meeting, seconded by Member Nawrocki. The motion passed on a roll call vote. Voting aye: Chair Chen and Member Nawrocki. The General Government Committee meeting was called to order at 5:20 p.m.

Agenda Items

1. Public Comment

2. Approval of Minutes

Trustee Chen made a motion to approve the meeting minutes of February 4, 2026, seconded by Trustee Nawrocki. Motion passed by unanimous voice vote.

3. Strategic Plan Updates

Deputy Village Manager Biernacki provided an update on the Village Manager's Office progress and initiatives outlined in the Strategic Plan. Village Manager Baer indicated that each Committee is reviewing the status of Strategic Plan initiatives at their respective meetings this month.

4. Bi-Annual Claims and Litigation Review

Deputy Village Manager Biernacki reminded the Committee that they have received a bi-annual update on claims and litigation from staff and Attorney Skrodzski.

5. ESRI Cloud-Based Enterprise Agreement Renewal 2026-2029

Deputy Village Manager Biernacki presented a new agreement with ESRI for a Cloud-Based Enterprise platform for the Village ArcGIS systems. He explained the importance

of the ArcGIS data and how it is utilized for asset management, short/long-term infrastructure management, and transparency. He outlined the provisions of the agreement, totaling \$20,600 annually, which was above the budgeted amount of \$15,000. Deputy Village Manager Biernacki concluded that a budget amendment was not required at this time.

6. Closed Session

Chair Chen motions to move to closed session to discuss collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2) Trustee Nawrocki seconded the motion.

The meeting entered closed session at 5:45pm.

The meeting returned to opened session at 5:56pm

7. Adjournment

Chair Chen moved, seconded by Member Nawrocki, to adjourn the meeting at 5:56 pm.

Respectfully submitted,

Deputy Village Manager Biernacki



AGENDA ITEM SUMMARY GENERAL GOVERNMENT COMMITTEE

AMENDED General Government Committee: April 13, 2026

AGENDA ITEM D.1.

To: General Government Committee

From: Heather Valone, AICP, Director of Community Development

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

RE: 2026 Western Springs Business Association – Requests for Special Events Liquor License and Temporary Use Permit

Recommendation

Consider a recommendation to approve Western Springs Business Association's application for a temporary use permit and Class "J" Liquor License for their 2026 special events.

Summary

The Western Springs Business Association (WSBA) has submitted their 2026 requests for a temporary use permit (TUP) and special event liquor license - Class "J" for beer and wine sales at the Village Tower Green and portions of the adjacent street right-of-ways on Hillgrove Avenue, Lawn Avenue, Grand Avenue, and Walnut Street.

A request letter dated March 16, 2026, has been submitted by Jeff Dulla, President of WSBA discussing the events and the pertinent details related to the events (Attachment1). More specifically, the three (3) special events that are planned in 2026 include the following:

- Gathering on the Green: Friday, June 26th from 4:00 pm to 10:00 pm
- Jammin' in July: Wednesdays, July 8th, 15th, and 22nd from 5:00 pm to 9:00 pm
- Winter Wonderland: Saturdays, November 28th and December 5th, and Sundays, November 29th and December 6th from Noon to 5pm. (No alcohol sales)

Alcohol will be sold at all of the above-mentioned events with the exception of Winter Wonderland in November/December. Based upon their past successes and extraordinary team of volunteers, WSBA has proven over the years that they are capable of managing summer concerts. Staff also believes that the additional special events above align with the Village Board's strategic goal of having more public events within the Downtown to create an activity center and attract customers to Downtown businesses.

Coordination meetings with applicable Village departments will be conducted prior to each

above-mentioned event to discuss the event logistics and details. At those meetings, topics usually include emergency services, parking, traffic management, alcohol sales and controls, hours of operation, food vendors, etc.

Village Staff is recommending approval of the requests. The draft ordinance is included in Attachment 2. If the General Government Committee is amenable to the temporary use permit and special event liquor license being requested by WSBA, then the Committee can recommend approval the application to the Village Board for review and discussion at the April 13, 2026, Village Board meeting.

Attachments

1. Applicant Submittals - WSBA Request Letter dated March 16, 2025
2. Draft Ordinance - An Ordinance Approving The Creation Of A Class "J" (Special Events On Village Owned Property; Beer And Wine Only) Liquor License For Issuance To The Western Springs Business Association For The 2026 Gathering On The Green, Jammin' In July And Winter Wonderland Special Events To Be Conducted On The Village Tower Green Area And Portions Of The Adjacent Rights-Of-Way Of Hillgrove Avenue, Lawn Avenue, Grand Avenue And Walnut Street And Approving The Related Temporary Use Permit And License And Indemnification Agreement For The Special Events (Gathering On The Green: Friday, June 26, 2026; Jammin' In July: Wednesday, July 8, 2026, Wednesday, July 15, 2026, Wednesday, And July 22, 2026; And Winter Wonderland: Saturday, December 5, 2026).

Financial Impact

None.

Recommended Motion

I move to recommend to the Village Board the approval of WSBA's application for a temporary use permit and Class "J" Liquor License for their 2026 special events.

Strategic Plan Alignment

Community Planning and Economic Development.

File Attachments

1. Applicant Submittals
2. Draft Ordinance

March 16, 2026

Village President and Liquor Commissioner Heidi Rudolph
Care of Heather Valone
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Dear Village President,

The Western Springs Business Association (WSBA) requests the Village of Western Springs approval for the following items for our Annual Gathering on the Green, Jammin' in July, and Winter Wonderland events.

Temporary Use Permit (TUP) to the WSBA to allow us to operate the following Special Events to be held on the following dates, or such alternate dates and alternate hours as approved by the Village President/Liquor Commissioner:

Gathering on the Green: Friday, June 26th from 4:00 pm to 10:00 pm

Jammin' in July: Wednesdays, July 8th, 15th, 22nd, and 29th from 5:00 pm to 9:00 pm

Special Event Liquor License-Class J (Special events on Village-owned Property: (Beer and Wine only) Liquor License for the 2026 Special events to be conducted on the Village Tower Green Area and portions adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the Village ROW).

The Gathering on the Green 2026 will be the 26th year of this event taking place at the Tower Green. This is a signature event held in town and our largest event. WSBA intends to create a fun-filled day for our community, neighbors, and hometown businesses. Gathering on the Green is the informal summer kick-off event, it includes food vendors, live music, entertainment, games, and activities for everyone. Consistent with the past many years, WSBA intends to include similar kids activities as in the past (face painting, petting zoo, etc).

Family will enjoy a taste of Western Springs while relaxing on the Tower Green for a picnic-style experience or using the picnic tables; all conveniently located between the kids' entertainment and the food vendors. During the event, WSBA will operate a beverage tent serving beer and wine, operated by WSBA and community volunteers who are Basset-certified.

WSBA will continue Jammin' in July, this year a three-week concert series that was a huge hit since we started in 2022. This is a weeknight opportunity to gather on the Tower Green and enjoy music and food. Each of these weeks we will host a local band and operate the beverage tent in the same manner as Gathering on the Green. Different food vendors will be there to give a variety of options for attendees.

Finally, Winter Wonderland will look to copy what we did in 2024 and 2025, however we are looking at adding some activities and some sort of food and drink options for 2026. This is a very family friendly event that takes place over two consecutive weekends in early December. Families are allowed a 4 minute pass to meet with Santa and get photos.

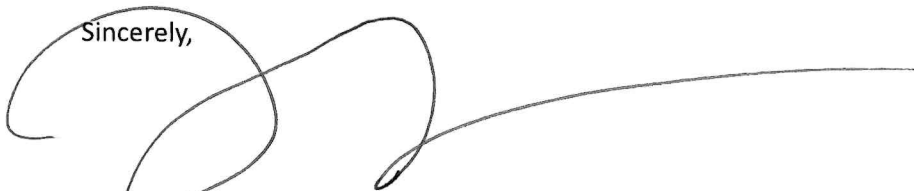
Good Neighbor

WSBA wishes to be a good neighbor to all residents in town, especially those around the Tower Green. As is customary, we will mail a written notice to all adjacent homeowners two weeks prior to each event so they are aware.

We believe this letter provides a good start for discussion with the Village Board, its General Government Committee, the Liquor Commission and Village Staff on the issues that need to be addressed to gain approval of the permits and licenses needed for our 2026 calendar of events.

Applications for the Temporary Use Permit and Special Event Liquor License will be forthcoming. We look forward to the approvals and another successful year of cooperation and mutual support.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized loop followed by a long, sweeping horizontal line that tapers to the right.

Jeff Dulla
President
Western Springs Business Association
jdulla@uhloans.com
(312-)-520-0069

ORDINANCE NO. _____
 VOTE: _____.
 Voting nay: _____.
 Absent: _____.
 DATE: April 27, 2026
 OTHER: Published in pamphlet form.

AN ORDINANCE APPROVING THE CREATION OF A CLASS “J” (SPECIAL EVENTS ON VILLAGE OWNED PROPERTY; BEER AND WINE ONLY) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS BUSINESS ASSOCIATION FOR THE 2026 GATHERING ON THE GREEN, JAMMIN’ IN JULY AND WINTER WONDERLAND SPECIAL EVENTS TO BE CONDUCTED ON THE VILLAGE TOWER GREEN AREA AND PORTIONS OF THE ADJACENT RIGHTS-OF-WAY OF HILLGROVE AVENUE, LAWN AVENUE, GRAND AVENUE AND WALNUT STREET AND APPROVING THE RELATED TEMPORARY USE PERMIT AND LICENSE AND INDEMNIFICATION AGREEMENT FOR THE SPECIAL EVENTS (Gathering on the Green: Friday, June 26, 2026; Jammin’ in July: Wednesday, July 8, 2026, Wednesday, July 15, 2026, Wednesday, and July 22, 2026; and Winter Wonderland: Saturday, December 5, 2026).

WHEREAS, the Western Springs Business Association (the “Applicant” or “WSBA”) filed a liquor license application with the Village Clerk for a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the 2026 Gathering on the Green, Jammin’ in July and Winter Wonderland Special Events (“Special Events”) to be conducted on the Village Tower Green Area and portions of the adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the “Village ROW”), along with the required site plan (a diagram that shows the overall Special Event area and proposes the size, internal set up and location of alcoholic beverage tents and the alcoholic beverage sales/consumption area to be operated during the multiple special events as part of its application) (the “Special Event Site Plan”), application fees and license fees (collectively, the “Application”). WSBA desires approval of a Class “J” (Special Events On Village-Owned Property; Beer and Wine Only) Liquor License for itself to sell liquor at retail for consumption purposes or to contract with a business that holds a current Village liquor license for the retail sale and consumption of liquor during the Special Events on the following dates and for the following hours: Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 26, 2026; Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 8, 2026, Wednesday, July 15, 2026, and Wednesday, July 22, 2026; and Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, December 5, 2026 (collectively, the “Special Event Dates”); and

WHEREAS, prior to the Special Events, the Applicant may select one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events. Any such restaurants or alcohol distributor must be in good standing in regard to their local and State liquor licenses, and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner; and

WHEREAS, the General Government Committee held a **public meeting on March 30, 2026** in regard to the Application and favorably recommended the issuance of a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License to the Applicant for the Special Events, subject to the conditions set forth in the standard Ordinance that approves a Class “J” (Special Events On Village

Owned Property; Beer And Wine Only) Liquor License and the execution of a License and Indemnification Agreement for Temporary Use of a Public Right-Of-Way to Operate a Beer and Wine Retail Sales Tent and Alcoholic Beverage Sales/Consumption Area at the Special Events; and

WHEREAS, at public meetings on April 13, 2026 and April 27, 2026, the Village Board of Trustees considered the Application and the recommendation of the General Government Committee with regard to the issuance of a Class “J” (Special Events on Village Owned Property; Beer and Wine Only) Liquor License to the Applicant for the Special Events, subject to the conditions set forth in the standard Ordinance that approves a Class “J” (Special Events on Village Owned Property; Beer and Wine Only) Liquor License and the execution of a License and Indemnification Agreement for Temporary Use of a Public Right-Of-Way to Operate a Beer and Wine Retail Sales Tent and Alcoholic Beverage Sales/Consumption Area at the Special Events, and provided the public an opportunity to be heard with respect to the same; and

WHEREAS, the Village of Western Springs is the owner of the Village Tower Green Area and the adjacent Village Right-of-Way (“ROW”), where the proposed outdoor alcoholic beverage tents and outdoor alcoholic beverage sales/consumption area will be operated during the Special Events (the “Outdoor Licensed Premises”); and

WHEREAS, the Village Board finds that the Applicant is eligible to receive a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the purpose of allowing the retail sale, service, and outdoor possession and consumption of beer and wine at the Special Events.

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

SECTION 1. Approval of Creation of Liquor License for Applicant. Pursuant to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-9 (Classifications of Licenses), Subsection 4-1-9(J) (Class “J” License - Special Events On Village Owned Property; Beer and Wine Only) of the Western Springs Village Code, the President and Board of Trustees of the Village of Western Springs approve the creation of a Class “J” Liquor License for issuance by the Local Liquor Control Commissioner to the Applicant for the purpose of allowing the Applicant to sell at retail and serve beer and wine for outdoor possession and consumption within the Outdoor Licensed Premises on the Special Event Dates and during the hours set forth above on Page 1 or such other alternate dates and alternate hours during calendar year 2026, as determined by the Local Liquor Control Commissioner, **SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 2.**

The President and Board of Trustees of the Village of Western Springs further authorize and approve the Applicant selecting one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events (collectively the “Co-Liquor License Holders”). Prior to the Special Events, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner.

SECTION 2. Authorization of Issuance of Liquor License to Applicant; Conditions of the Liquor License. The Local Liquor Control Commissioner shall not issue the Class “J” (Special Events On Village

Owned Property; Beer and Wine Only) Liquor License to the Applicant under this Ordinance until the following conditions are satisfied:

- A. The Applicant and the Co-Liquor License Holders shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum \$1,000,000 coverage limits per Section 4-1-20) has been purchased for the Special Events that covers the retail sale and service of beer and wine by the Applicant and the Co-Liquor License Holders.
- B. The representatives of the Applicant and the Co-Liquor License Holders agree to meet periodically with the Local Liquor Control Commissioner, at the Commissioner's request, to discuss the retail sale, service and consumption of beer and wine in conjunction with the Special Events and shall provide the Commissioner with information relative to its operation upon request.
- C. The President and Board of Trustees approve the following regulations relating to the Special Events, including amendments to the Special Event Site Plan:
 - (1) Special Event Site Plan. The Special Event Site Plan, attached hereto as part of **Group Exhibit "A"**, contains a diagram of the overall Special Event area and the size, internal set up and location of the alcoholic beverage tents or the individual retail sales/tasting booths and the alcoholic beverage sales/consumption area to be operated during the Special Events, and is approved by the Village Board, SUBJECT TO THE FOLLOWING CONDITIONS: all of the other conditions and regulations, including signage, set forth in this Ordinance. The Village-approved Special Event Site Plan may be altered or amended at any time at the direction of the Local Liquor Control Commissioner or the Village Manager in the interest of public safety. The Applicant shall comply with the final Village-approved Special Event Site Plan, as amended, and all related regulations and conditions.
 - (2) Notice of Special Event. **On or before fifteen (15) days prior to each Special Event**, the Applicant shall hand deliver written notice of the final Village-approved Special Event Site Plan and the date and hours of operation for the Special Event to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises. If it is necessary to conduct the Special Event on an alternate date or alternate hours, the Local Liquor Control Commissioner will select the alternate date or alternate hours, and then the Applicant shall hand deliver written notice of the final Village-approved Special Event Site Plan and the alternate date(s) and alternate hours of operation for the Special Event to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises at least five (5) days prior to the date of the Special Events.
 - (3) On-Site Manager. There shall be an on-site manager, who is qualified to serve in such capacity under the Village's Liquor Control Ordinance, physically present at the Outdoor Licensed Premises at all times that beer and wine are being sold or served or consumed.
 - (4) Hours of Sale/Consumption. All sales and service of beer and wine shall be limited to the Outdoor Licensed Premises in accordance with the Village's Liquor Control Ordinance, including the Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License regulations, except as otherwise provided for in this Ordinance or as authorized by the Local Liquor Control Commissioner. The last call for

sales and service of beer and wine shall be thirty (30) minutes prior to the end of the Hours of Operation for the 2026 WSBA Special Events as set forth above on Page 1.

- (5) BASSET/TIPS Training. Beer and wine shall be sold and served by the BASSET/TIPS-trained wait staff who are at least twenty-one (21) years old. The wait staff shall sell and serve beer and wine only to patrons who are twenty-one (21) years old or older and who are located within the Outdoor Licensed Premises.
- (6) Signs. The Applicant shall provide and post appropriate information and warning signs relating to alcoholic liquor sales and consumption at the Special Events consistent with the regulations in this Ordinance and the proposed signage included within the Application (**Group Exhibit "A"**). Additional signage as otherwise required by the Village Manager or the Local Liquor Control Commissioner shall be posted prior to and during the Special Events.
- (7) Set-Up; Take-Down; Bathrooms. The hours of closure of the portions of the Village ROW associated with the Special Events for purposes of set-up and take-down activities shall be three (3) hours prior to the starting time of the Special Events and one (1) hour after the closing time of the Special Events, on the day of the Special Events, except for the stage removal which shall be removed prior to 11:00 A.M. the next day following the Special Events, or as allowed by the Village Manager. The Applicant, at its cost, shall provide set-up and take-down, and remove tables, chairs, a stage, additional waste refuse containers and at least three (3) portable bathrooms within the Outdoor Licensed Premises.
- (8) Protective Fencing; Barriers. The Applicant, at its cost, shall comply with the Village staff recommendations and the Barricade Map relative to the installation of a fence or exterior barrier for the Outdoor Licensed Premises, to protect against a motor vehicle accidentally entering into the Outdoor Licensed Premises. The Applicant, at its cost, shall comply with any other requirements or directions issued by the Village Manager relative to the installation of additional fences or exterior barriers for the Outdoor Licensed Premises to protect the public safety and to prevent the public from using the stairs adjacent to the north railroad pedestrian platform for purposes of either accessing or exiting the Special Events. The Barricade Map is attached hereto as part of **Group Exhibit "A"** and made a part hereof.
- (9) Safety Regulations. The Applicant, at its cost, shall also comply with any modifications or other safety-related requirements pertaining to the Outdoor Licensed Premises that are required by the Local Liquor Control Commissioner or the Village Manager from time to time for the Special Events. The above-written direction of the Local Liquor Control Commissioner or the Village Manager and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
- (10) Electricity; Lighting. If the Applicant desires to install temporary electric lighting for the Outdoor Licensed Premises, the Director of Community Development, in their discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the Outdoor Licensed Premises and not at surrounding properties. The lighting plan shall be part of the Village-approved Special Event Site Plan. If the Applicant desires to use a Village electrical source, the cost of the electricity shall be the responsibility of the Applicant. The Applicant, at its cost, shall be allowed to locate and operate small power

generators in the Outdoor Licensed Premises to supply electrical power to the Special Events.

- (11) Water. If the Applicant desires to use water for the Outdoor Licensed Premises from a Village hydrant, the Village will provide a water meter and the Applicant shall be responsible for the cost of all water used.
- (12) Noise. The noise from the operation of and patrons of the Outdoor Licensed Premises shall be monitored by the Applicant so as to not become a nuisance to surrounding property owners.
- (13) Music. Live music is allowed in the Outdoor Licensed Premises during the approved hours of operation, provided that the decibel level of the music is not a nuisance to surrounding property owners.
- (14) Additional Regulations. The Corporate Authorities 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 and the Co-Liquor License Holders relative to its retail sale and service of alcoholic liquor any time prior to or during the Special Events.
- (15) Compliance with Regulations. The Applicant and all of its employees or agents, and the Co-Liquor License Holders and all of their employees, who serve or sell beer and wine at the Special Events shall comply with all of the applicable provisions of the Western Springs Municipal Code, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations of a Class "J" (Special Event On Village Owned Property; Beer and Wine Only) Liquor License set forth at Section 4-1-9(J), the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales and service of alcoholic liquor, and any other conditions or regulations imposed from time to time by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.
- (16) Security - Outdoor Alcoholic Beverage Sales/Consumption Area. The dedicated alcoholic beverage sales/consumption area shall have designated entrance and exit points for the public. During the hours of alcohol sales, an adult (who has completed BASSET/TIPS Training) employed by or working at the direction of the Applicant and the Co-Liquor License Holders shall be posted at each designated entrance and exit point to check state or government issued identification of patrons and issue color-coded wristbands to the people entering the Outdoor Licensed Premises. Color-coded wristbands shall be provided to each person and worn by all persons who enter the Outdoor Licensed Premises and shall be used to designate minors and adults who enter the alcoholic beverage sales/consumption area. Two (2) Western Springs Police Officers will patrol the Outdoor Licensed Premises during the Special Events. The Applicant shall reimburse the Village for the hourly wages and benefits (including overtime hourly rate, if applicable) for the two (2) Western Springs Police Officers who will work the Special Events.
- (17) Reimbursement for Special Municipal Services. Beyond the two (2) Western Springs Police Officers, the Village reserves the right to charge the Applicant for special municipal services, such as police, fire, and public works personnel and services that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events or to clean up and dispose of any debris, litter or waste caused by the Special Events in the case where the Applicant fails to perform its obligations under this Ordinance. Upon acceptance of the Class "J" Liquor License, the Applicant agrees to pay for such special municipal services provided by the Village which

are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

- (18) Temporary Use Permit. Pursuant to Section 10-4-5 (F) (Outdoor Cafes) of the Village Code, the corporate authorities of the Village approve a Temporary Use Permit ("TUP") for the Applicant to conduct the Special Events as set forth above in this Ordinance, including the Winter Wonderland Special Event, for which a liquor license is not being sought nor issued. The Applicant shall comply with the applicable terms, conditions and provisions contained in the TUP as well as the applicable provisions of the Village Code, including the Section 10-4-5 (F) (Outdoor Cafes). A copy of the fully executed TUP is attached to this Ordinance as **Exhibit "B"** and made a part hereof.
- (19) License and Indemnification Agreement. The Applicant and the Co-Liquor License Holders shall execute a License And Indemnification Agreement For Temporary Use Of A Public Right-Of-Way To Hold A Special Event And/Or Operate A Beer And Wine Retail Sales Tent At Special Event prepared by the Village Attorney, obtain the required general liability insurance policy (minimum \$2,000,000 coverage limits) plus an umbrella policy (minimum \$1,000,000 coverage limits), and return the signed Agreement and insurance certificates, with premiums paid in full, to the Village Manager prior to being allowed to sell or serve any alcoholic liquor at the Special Events. The insurance certificate and policy shall name as additional insureds the following entity and individuals: the Village of Western Springs and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents. A copy of the fully executed License and Indemnification Agreement is attached to this Ordinance as **Exhibit "C"** and made a part hereof.

SECTION 3. Repeal of Conflicting Legislation. Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict.

SECTION 4. Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5. 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 27th day of April, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Published by me in pamphlet form on the 27th day of April, 2026.

Edward Tymick, Village Clerk

Draft

**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT FOR
A CLASS "J" SPECIAL EVENTS LIQUOR LICENSE**

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

Western Springs Business Association / Liquor License Applicant

By: _____
Jeff Dulla, President or
Authorized WSBA Board Member

Date: _____, 2026

Group Exhibit "A"

**Liquor License Application/ Special Event Application,
which includes the Special Event Site Plans**

and

Barricade Maps

Site plans from 2025 provided for reference. Site plans for 2026 events will be provided at least 15 days in advance of the event for Village staff review and approval

(attached)

Exhibit "B"

Temporary Use Permit

(attached)

Draft

**Exhibit “B” to
Class “J” (Special Events On Village Owned Property; Beer And Wine Only)
Liquor License Ordinance**

**VILLAGE OF WESTERN SPRINGS
Temporary Use Permit**

Temporary Use Permit for: 2026 Western Springs Business Association Special Events, as follows:

- **Gathering on the Green – Friday, June 26, 2026**
- **Jammin’ in July – Wednesday, July 8, 2026, Wednesday, July 15, 2026, Wednesday, and July 22, 2026**
- **Winter Wonderland – Saturday, November 28, 2026, Sunday, November 29, 2026, Saturday, December 5, 2026, and Sunday, December 6, 2026**

Date of Village Board Approval: April 27, 2026

Applicant/Permittee: Western Springs Business Association

Location: Village Tower Green Area, and Hillgrove Avenue Between Lawn Avenue and Grand Avenue, and Portions of Grand Avenue, Lawn Avenue and Walnut Street Adjacent to the Village Tower Green Area

At a Village of Western Springs Board Meeting held on April 27, 2026, the President and Board of Trustees of the Village of Western Springs (the “Village”) voted to approve and issue a Temporary Use Permit (“TUP”) to the Western Springs Business Association (the “WSBA”) to allow the WSBA to operate the following Special Events (collectively the “2026 WSBA Special Events”) to be held on the following dates, or such alternate dates and alternate hours, as approved by the Village President / Local Liquor Control Commissioner:

1. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 26, 2026 **(Alcohol will be served as part of this Special Event).**
2. Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 8, 2026, Wednesday, July 15, 2026, and Wednesday, July 22, 2026 **(Alcohol will be served as part of this Special Event).**
3. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 28, 2026, Sunday, November 29, 2026, Saturday, December 5, 2026, and Sunday, December 6, 2026 **(No alcohol will be served as part of this Special Event).**

SUBJECT TO THE CONDITIONS BELOW:

Permit for Special Events

Location: The Permittee’s Narrative dated March 16, 2026, and its Site Plans are approved by the Village under this TUP. The Narrative and its Site Plans are attached hereto as **Group Exhibit “A”** and made a part hereof.

The Permittee shall locate, construct, maintain and operate the 2026 WSBA Special Events in accordance with the attached Narrative and Site Plans (“Outdoor Licensed Premises”), subject to the conditions set forth below.

Conditions:

1. **Co-Liquor License Holders:** The President and Board of Trustees authorize and approve the WSBA selecting one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the 2026 WSBA Special Events that are authorized to sell and serve alcohol (collectively the “Co-Liquor License Holders”). Prior to the 2026 WSBA Special Events that are authorized to sell and serve alcohol, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner.
2. **Compliance with Code Regulations:** The Permittee shall locate, construct, maintain and operate the 2026 WSBA Special Events in accordance with applicable laws and regulations, including the provisions of the Western Springs Municipal Code.
3. **Noise; Music:** The noise from the operation of and patrons of the 2026 WSBA Special Events shall be monitored by the Permittee so as to not become a nuisance to surrounding property owners.
4. **On-Site Manager:** There shall be an on-site manager for the Permittee physically present at each of the 2026 WSBA Special Events during the hours of operation of the 2026 WSBA Special Events.

Other Conditions that Apply to the 2026 WSBA Special Events:

1. **Notice to Residents: At least fifteen (15) calendar days** prior to the 2026 WSBA Special Events, the Permittee shall provide written notice of the final Village-approved Site Plans and the hours of operation for the 2026 WSBA Special Events to the property owners who live immediately adjacent to or across from the Village Tower Green Area.

Notice shall be required on or before the following dates for the 2026 WSBA Special Events:

- A. Gathering on the Green: on or before June 5, 2026.
- B. Jammin’ in July: on or before June 20, 2026.
- C. Winter Wonderland: on or before November 11, 2026.

If it is necessary to conduct the 2026 WSBA Special Events on alternate dates or alternate hours, the Village President / Local Liquor Control Commissioner will select the alternate dates or alternate hours and then the WSBA shall hand deliver written notice of the final Village-approved 2026 WSBA Special Events Site Plan and the alternate dates and alternate hours of operation for the 2026 WSBA Special Events to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises at least five (5) days prior to the date of the 2026 WSBA Special Events.

2. **License and Indemnification Agreement and Insurance:** Prior to the execution of this TUP, the Permittees shall each execute and return to the Village a License and Indemnification Agreement on a Village-approved form and provide proof of insurance as required in the Agreement.

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

4. **Reimbursement to Village for Special Costs:** The Village reserves the right to charge the Permittee for special municipal services, such as police, fire, emergency medical services, and public works personnel and services, that are necessary to protect the health, welfare and safety of the public and those individuals who attend the 2026 WSBA Special Events or to clean up and dispose of any debris, litter or waste caused by the 2026 WSBA Special Events, in the case where the Permittee fails to perform its obligations in that regard. Upon execution of this TUP, the Permittee agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the 2026 WSBA Special Events. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

5. **Liquor Sales and Consumption.** In conjunction with the WSBA, all Co-Liquor License Holders shall comply with the provisions of **Ordinance Number 26-**_____, which granted to WSBA a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the purpose of allowing the retail sale and outdoor consumption of beer and wine at the 2026 WSBA Special Events.

IN WITNESS WHEREOF, the Parties hereto have executed this Temporary Use Permit as of the dates set forth below.

VILLAGE OF WESTERN SPRINGS

WESTERN SPRINGS BUSINESS ASSOCIATION

By: _____
 Heidi Rudolph
 Village President

By: _____
 Jeff Dulla
 President / Authorized Agent

Date: _____, 2026

Date: _____, 2026

Date of Permit Issuance: _____, 2026

By: _____
 Heather Valone
 Director of Community Development

Group Exhibit "A"

**Western Springs Business Association Narrative
dated March 16, 2026**

and

Site Plans

(attached)

Draft

Exhibit "C"

License and Indemnification Agreement

(attached)

Draft

**LICENSE AND INDEMNIFICATION AGREEMENT FOR TEMPORARY USE
OF A PUBLIC RIGHT-OF-WAY TO CONDUCT SPECIAL EVENTS AND TO OPERATE A
BEER AND WINE RETAIL SALES TENT AND ALCOHOLIC BEVERAGE SALES/CONSUMPTION AREA
AT THE GATHERING ON THE GREEN, JAMMIN' IN JULY
AND WINTER WONDERLAND SPECIAL EVENTS**

**[Western Springs Business Association for 2026 Special Events:
Gathering on the Green, Jammin' in July and Winter Wonderland Special Events]**

This License and Indemnification Agreement ("Agreement") has been entered into this 27th day of April, 2026 by and between the Village of Western Springs, an Illinois municipal corporation (the "Village" or "Licensor"), and the Western Springs Business Association, an Illinois not-for-profit corporation (the "WSBA" or "Special Events Applicant"), who is sponsoring several special events within the Village during calendar year 2026. The WSBA and the Village are collectively referred to at times as the "Parties" and individually as a "Party", in regard to the following:

WHEREAS, the Village owns certain public land, sidewalks, open space and streets commonly known as the "Water Tower Green Area" and portions of the adjacent rights-of-way of Burlington Avenue, Hillgrove Avenue, Grand Avenue, Lawn Avenue and Walnut Street (the "Village ROW Area") in Western Springs, Cook County, Illinois, as shown on the Site Plans attached hereto as **Group Exhibit "A"** and made a part hereof (the "Licensed ROW Area"); and

WHEREAS, the WSBA operates a not-for-profit corporation promoting the growth of businesses in the Village. WSBA desires to use portions of the Licensed ROW Area, as shown on the attached Site Plans, for the purposes of conducting several special events and operating a beer and wine tent for the retail sale and service of beer and wine and outdoor possession and consumption of beer and wine in an alcoholic beverage sales/consumption area on the Licensed ROW Area only during the 2026 Gathering on the Green and Jammin' in July Special Events ("GG and JJ Special Events"). Alcohol will be served as part of the Winter Wonderland Special Event only on Saturday, December 5, 2026 ("WW Special Event"). The special events are to be held on the following dates during Village-approved hours (collectively, the "Special Events"):

1. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 26, 2026. **(Alcohol will be served as part of the GG Special Event.)**
2. Jammin' in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 8, 2026; Wednesday, July 15, 2026; Wednesday, July 22, 2026. **(Alcohol will be served as part of the JJ Special Event.)**
3. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 28, 2026; Sunday, November 29, 2026; Saturday, December 5, 2026; and Sunday, December 6, 2026. **(No alcohol will be served as part of the WW Special Event.)**

The Special Events will be held during the hours set forth above and in Section 1 below. If requested, alternate dates and alternate hours may be approved by the Local Liquor Control Commissioner; and

WHEREAS, as in prior years, WSBA may decide to work with one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events (collectively the "Co-Liquor License Holders"). Prior to the Special Events, any

such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses, and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner; and

WHEREAS, the Special Events Applicant has applied to the Village for and received approval of a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License to sell at retail and serve beer and wine on the Licensed ROW Area for the Special Events only, subject to certain conditions set forth in **Ordinance No. 26-_____** (Approval of the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License) (the “Liquor License Ordinance”), attached hereto as **Exhibit “B”** and made a part hereof, and in this Agreement; and

WHEREAS, this Agreement is required by Section 4-1-9(J) of the Western Springs Municipal Code and is a necessary inducement for the Village to allow the Special Events Applicant the use of a portion of the public right-of-way for the purposes stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration the sufficiency of which is acknowledged, the Village grants the Special Events Applicant a license for the temporary use of the Licensed ROW Area to operate the Special Events and to maintain a beer and wine tent and alcoholic beverage sales/consumption area only during the Special Events, in accordance with the following terms and conditions:

1. Term and License Fee.

A. Date and Times: Provided that the Special Events Applicant and any Co-Liquor License Holders have executed this Agreement and returned it to the Village Manager prior to the Special Events, the Village authorizes the temporary, non-exclusive use of the Licensed ROW Area, as shown on the attached Site Plans, by the Special Events Applicant and any Co-Liquor License Holders to operate the Special Events and to operate a beer and wine tent and alcoholic beverage sales/consumption area on the following dates and hours (as appropriate, the “Special Events Dates”):

- i. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 26, 2026 (Alcohol will be served as part of this Special Event).
- ii. Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 8, 2026, Wednesday, July 15, 2026, and Wednesday, July 22, 2026 (Alcohol will be served as part of this Special Event).
- iii. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 28, 2026, Sunday, November 29, 2026, Saturday, December 5, 2026, and Sunday, December 6, 2026 (**No alcohol will be served as part of this Special Event**).

All sales and service of beer and wine and outdoor possession and consumption of beer and wine shall be limited to the “Outdoor Licensed Premises”, as shown on the attached Site Plans, on the Special Event Dates. The **“last call” deadline** shall be thirty (30) minutes before the closing time of the Special Events. Consumption of beer and wine shall be limited to the Outdoor Licensed Premises during the Special Events Dates. The license fee shall be considered to be included in the payment of the required liquor license fee submitted by the Special Events Applicant to the Village for the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License.

B. Setup and Removal: The Special Events Applicant and its employees and agents and any Co-Liquor License Holders and their employees and agents shall be allowed the use of the Licensed ROW Area, as shown on the attached Site Plans, during the **three-hour period immediately prior to the start of each Special Event, or as otherwise allowed by the Village Manager**, only for purposes of setting up the beer and wine tent and alcoholic beverage sales/consumption area and other structures required for the Special Events, and shall immediately remove the beer and wine tent and alcoholic beverage sales/consumption area and the other structures required for the Special Events at the conclusion of the Special Events from the Licensed ROW Area. The temporary, non-exclusive license granted under this Agreement to **use the Licensed ROW Area for the Special Events and for a beer and wine tent and alcoholic beverage sales/consumption area terminates one (1) hour after the completion of each Special Event**. The removal of the beer and wine tent and the alcoholic beverage sales/consumption area and other structures required for the Special Events from the Licensed ROW Area shall be **completed by no later than one (1) hour after the conclusion of each Special Event. If any of the Special Events require a stage, the stage shall be removed prior to 11:00 A.M. the next day following the Special Event, or as allowed by the Village Manager.**

C. Termination. This Agreement shall terminate following the conclusion of the last Special Event Date, except that the release, hold harmless and indemnification provisions of Section 10 of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applies to all claims and causes of actions of any kind that could be or are brought against the Village or the Village's Affiliates (as defined below) that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village. In addition, the obligations of the Special Events Applicant and any Co-Liquor License Holders set forth in Section 4 (Care and Maintenance of Premises) and Section 5 (Restoration of Premises) below shall survive the termination of this Agreement, until those obligations are fully satisfied by the Special Events Applicant and any Co-Liquor License Holders.

2. Condition of Premises. By taking possession of the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders accept the Licensed ROW Area and the Outdoor Licensed Premises in the condition existing as of each of the Special Event Dates. The Special Events Applicant and any Co-Liquor License Holders acknowledge that they have inspected the Licensed ROW Area and the Outdoor Licensed Premises and acknowledge that it is in good condition. The Village makes no representations or warranty with respect to the condition of the Licensed ROW Area and the Outdoor Licensed Premises. The Special Events Applicant and any Co-Liquor License Holders acknowledge that the Village has made no representations or promises to the Special Events Applicant and any Co-Liquor License Holders to alter, repave or otherwise improve the condition of the Licensed ROW Area and the Outdoor Licensed Premises.

3. Use. The Special Events Applicant and any Co-Liquor License Holders shall be permitted to the temporary, non-exclusive use of the Licensed ROW Area to operate the Special Events, and the Special Events Applicant and any Co-Liquor License Holders shall be permitted to maintain a beer and wine tent and alcoholic beverage sales/consumption area and other structures required for the Special Events within the Outdoor Licensed Premises on each of the Special Event Dates during the hours authorized above in Section 1. The Special Events Applicant's and any Co-Liquor License Holders' use shall comply with all statutes, ordinances, requirements and laws (including environmental laws and regulations) of all municipal, County, State and federal authorities now in force, or which may hereafter be in force, pertaining to the Licensed ROW Area and the Outdoor Licensed Premises, including the Liquor License Ordinance.

4. Care and Maintenance of Premises. The Special Events Applicant and any Co-Liquor License Holders shall, at their own expense and at all times, be responsible for maintaining the Licensed ROW Area and the Outdoor Licensed Premises in good condition, and free from litter and other debris generated by the Special Events. The Special Events Applicant and any Co-Liquor License Holders shall, at their own expense, hire personnel to clean up all litter and debris from patrons and attendees of the Special Events, to wash the Licensed ROW Area and the Outdoor Licensed Premises in order to remove any food or drink residue, and to repair or replace any damaged public property caused during the Special Events.

5. Restoration of Premises. Upon termination of this Agreement by lapse of time or otherwise, the Special Events Applicant and any Co-Liquor License Holders, at their own expense, shall return and restore the Licensed ROW Area and the Outdoor Licensed Premises to as good condition as existed prior to the start of the Special Event, ordinary wear and tear excepted. The Village Manager shall direct the Special Events Applicant and any Co-Liquor License Holders to make such repairs and restorations as the Village deems necessary in order to restore the Licensed ROW Area and the Outdoor Licensed Premises to its previous condition.

6. Compliance with Laws. The Special Events Applicant's and any Co-Liquor License Holders' use of the Licensed ROW Area and the Outdoor Licensed Premises is contingent upon their continuing compliance with all State, County and local regulations relative to the operation of the beer and wine tent(s) for the retail sale and service of beer and wine and the alcoholic beverage sales/consumption area(s) and other structures required for the Special Events, including, but not limited to:

- A. Compliance with all State, County and local laws and regulations pertaining to the serving of beer and wine.
- B. Compliance with the provisions of the Liquor License Ordinance (**Exhibit "B"**), including the "Special Events Site Plan" approved therein.
- C. Compliance with all State, County and Village health code regulations.
- D. Compliance with all other applicable provisions and regulations of the Western Springs Municipal Code.

7. Interference With Access. The Special Events Applicant and any Co-Liquor License Holders represent and warrant that its/their use of the Licensed ROW Area and the Outdoor Licensed Premises shall not interfere in any way with the use of the remaining public rights-of-way owned by the Village, the State or the County. The Special Events Applicant and any Co-Liquor License Holders shall maintain within the Licensed ROW Area and the Outdoor Licensed Premises adequate, unobstructed access pathways and open areas for pedestrian foot traffic and access by police/fire/emergency medical/ambulance personnel and vehicles. In the event that any Village official, firefighter or law enforcement officer provides written or verbal notice of a failure to maintain adequate, unobstructed access or pathways or open space areas necessary for safe pedestrian foot traffic and access by police/fire/emergency medical/ambulance personnel and vehicles within the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders agree to take immediate actions to remedy such situation. Upon a failure to immediately remedy such situation to the satisfaction of the Village, the Village, in its discretion, may either immediately terminate this Agreement and demand the immediate cessation of all activities on the Licensed ROW Area and the Outdoor Licensed Premises or may relocate any vehicles, fences, enclosures, tents, structures, equipment or other personal property associated with the beer and wine tent or the alcoholic beverage sales/consumption area in order to remedy such situation.

8. Assignment and Subletting. This Agreement may not be assigned or sub-letted by the Special Events Applicant and any Co-Liquor License Holders without the prior written consent of the Village, which may be withheld in the Village's absolute discretion. In the event of the Special Events Applicant's and any Co-Liquor License Holder's unauthorized assignment or subletting, this Agreement shall immediately terminate.

9. Village Entry and Inspection. The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Licensed ROW Area and the Outdoor Licensed Premises at any time and with or without prior notice, for all purposes, including but not limited to inspection of the set-up, operation and removal of the beer and wine tent and the alcoholic beverage sales/consumption area, and inspection of any other activities being conducted at or associated with the Special Events.

10. Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification. The Special Events Applicant and any Co-Liquor License Holders agree as follows:

A. **Hold Harmless and Indemnification.** The Special Events Applicant and any Co-Liquor License Holders agree to protect, indemnify, save and hold forever harmless the Village of Western Springs and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including the Special Events Applicant and any Co-Liquor License Holders and its/their officers, officials, employees, contractors, subcontractors, volunteers and agents, arising out of or relating to the Special Events and any activities associated with the Special Events, including but not limited to the retail sale, service and consumption of alcohol as part of the Special Events.

B. **Risk Of Injury.** The Special Events Applicant and any Co-Liquor License Holders assume the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its employees, patrons or members of the public may sustain arising out of or relating to the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

C. **Waiver Of Claims.** The Special Events Applicant and any Co-Liquor License Holders agree to waive and relinquish any and all claims or causes of action of any kind that they or their officers, employees, volunteers and agents may have against the Village and the Village Affiliates arising out of or relating to the Special Events or the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

D. **Release From Liability.** The Special Events Applicant and any Co-Liquor License Holders fully release and discharge the Village and the Village Affiliates from any and all claims or causes of action of any kind, including, but not limited to, illness, injury, death, damages or losses which the Special Events Applicant and any Co-Liquor License Holders or its/their officers, employees, volunteers, agents, patrons or members of the public may have or which arise out of or relate to the Special Events or the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

11. Insurance. During the term of this Agreement, the Special Events Applicant and any Co-Liquor License Holders agree to have the Village and the Village Affiliates expressly named as additional insureds

on its insurance policies, in its endorsements and on its certificates that it is required to maintain for the Special Events as noted below. The Special Events Applicant and any Co-Liquor License Holders shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:

- A. Comprehensive General Liability (\$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate).
- B. Umbrella Coverage (\$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate).
- C. Workers’ Compensation – Statutory (The Special Events Applicant and any Co-Liquor License Holders shall provide this coverage).
- D. Dram Shop - Statutory (or at least \$1,000,000.00 minimum limit per Section 4-1-20 (Insurance Requirements) of the Municipal Code). **(The Special Events Applicant and any Co-Liquor License Holders shall provide this coverage for the Special Events only.)**

The Special Events Applicant and any Co-Liquor License Holders shall furnish certificates of insurance (and policies, if requested), with premiums paid in full, prior to the effective date of this Agreement, copies of which are incorporated herein by reference as **Exhibit “C”** and made a part hereof. The Special Events Applicant and any Co-Liquor License Holders shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent “AM Best Insurance Rating Guide.” The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Special Events Applicant and any Co-Liquor License Holders shall also carry, during the life of this Agreement, a Worker’s Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The Special Events Applicant’s and any Co-Liquor License Holder’s policy or policies of insurance shall specifically recognize and cover the Special Events Applicant’s and any Co-Liquor License Holder’s indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Special Events Applicant and any Co-Liquor License Holders shall be primary and exclusive for these Special Events. The Village’s insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall not contribute to or be available for use in any claims since the Village is not serving any alcohol nor is it an employer of any of employees of the Special Events Applicant and any Co-Liquor License Holders.

All Certificate(s) of Insurance shall contain the following endorsement: “Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Village.”

In the event of the cancellation of any insurance policy required herein, or upon the Special Events Applicant’s and any Co-Liquor License Holders’ failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the Special Events Applicant and any Co-Liquor License Holders shall be primary to the Village’s own insurance.

12. Alterations. The Special Events Applicant and any Co-Liquor License Holders shall not, without first obtaining the written consent of the Village, make any alterations, additions or improvements to the Licensed ROW Area and the Outdoor Licensed Premises, which consent may be withheld in the Village’s sole discretion. All alterations and additions to the Licensed ROW Area and the Outdoor Licensed Premises, whether temporary or permanent in character and whether made or paid for by the Special

Events Applicant or any Co-Liquor License Holders or the Village, shall, without compensation to Special Events Applicant and any Co-Liquor License Holders, become the Village's property upon installation on the Licensed ROW Area or the Outdoor Licensed Premises and shall, unless the Village requests its/their removal, be relinquished to the Village in good condition, ordinary wear and tear excepted, at the termination of this Agreement by lapse of time or otherwise.

Alterations shall be installed in a workmanlike manner with quality, high-grade materials. The Special Events Applicant and any Co-Liquor License Holders shall pay for all alteration work. Upon completion of all alteration work, the Special Events Applicant and any Co-Liquor License Holders shall pay all costs for said alterations and furnish the Village with full and final waivers of lien and receipts for bills, covering all labor and materials expended and used to complete said alterations. The Special Events Applicant and any Co-Liquor License Holders shall not permit any mechanics lien to be filed against the Licensed ROW Area and the Outdoor Licensed Premises, and they agree to indemnify and hold the Village harmless against any such liens and all damages, costs, expenses and attorneys' fees in connection with the Village's involvement with resolving the mechanics lien dispute, including any legal or consultant fees associated with the settlement of, removal from title or payment of the lien.

It is expressly understood by the Special Events Applicant and any Co-Liquor License Holders and its/their agents that, if the Special Events Applicant and any Co-Liquor License Holders perform any alterations to the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders agree to indemnify, hold harmless, release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities, costs, expenses, damages, claims or causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including the Special Events Applicant and any Co-Liquor License Holders or its/their officers, employees, volunteers, agents, contractors, subcontractors, patrons or members of the public may have or which arise out of, are connected with or are in any way associated with the construction or performance of the alterations of the Village's Licensed ROW Area and the Outdoor Licensed Premises to the full extent possible under the provisions of this Section 10 and Section 12 below.

The Special Events Applicant and any Co-Liquor License Holders shall furnish the Village with certificates of insurance from all contractors performing labor or furnishing materials in connection with said alteration work, insuring the Village and the Village Affiliates against any and all liabilities that may arise out of or be connected with said alteration work, in conformance with the insurance amounts and other requirements set forth in Section 10 above and this Section 12.

13. Default. Each of the following acts or omissions of the Special Events Applicant and any Co-Liquor License Holders or occurrences shall constitute an "Event of Default":

- A. Failure or refusal by the Special Events Applicant and any Co-Liquor License Holders to comply with any of its/their obligations set forth in this Agreement; or
- B. The entry of a decree or order for relief by a court having jurisdiction over the Special Events Applicant and any Co-Liquor License Holders in an involuntary case under the federal bankruptcy, insolvency or other similar law, or appointing a receiver, liquidation, assignee, custodian, trustee or any guarantor of the Special Events Applicant's and any Co-Liquor License Holders' obligations hereunder; or

- C. The commencement by the Special Events Applicant and any Co-Liquor License Holders of a voluntary case under the federal bankruptcy laws, or any other applicable federal or state bankruptcy, insolvency or other similar law; or
- D. Cancellation of the Special Events without a rescheduled date.

14. Village's Remedies on Default. If the Special Events Applicant and any Co-Liquor License Holders default in the performing of any of the other covenants or obligations hereof, or in the occurrence of any Events of Default, the Village shall give the Special Events Applicant and any Co-Liquor License Holders written or verbal notice of such default; and if the Special Events Applicant and any Co-Liquor License Holders do not immediately cure any such default or take immediate actions to cure such default, then the Village may terminate this Agreement. Upon termination of this Agreement, the Special Events Applicant and any Co-Liquor License Holders shall promptly remove their personal property, equipment, and inventory of food, beer, wine and materials from the Licensed ROW Area and the Outdoor Licensed Premises.

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

16. Attorneys' Fees. In case suit should be brought by the Village for recovery of the Licensed ROW Area or the Outdoor Licensed Premises, or because of any act, which may arise out of the possession of the Licensed ROW Area or the Outdoor Licensed Premises, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.

17. Option to Renew. The temporary, non-exclusive license created by this Agreement is not renewable and a new license is required for any subsequent special event(s).

18. Notices. Any notice which any Party may or is required to give shall be given by hand delivery or mailing the same, by United States Certified Mail, postage prepaid, to the Special Events Applicant and any Co-Liquor License Holders at their current business address or to the Village at 740 Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558, or to such other places as may be designated by the Parties from time to time.

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

20. Right to Terminate. The Village may terminate this Agreement at any time and for any reason upon written notice or verbal notice to the Special Events Applicant and any Co-Liquor License Holders. The Special Events Applicant and any Co-Liquor License Holders agree that, in the event the Village exercises its right to terminate this Agreement, the Special Events Applicant and any Co-Liquor License Holders agree to restore the Licensed ROW Area and the Outdoor Licensed Premises to its condition as of

the Special Event Dates, as required by Section 5 above. If this Agreement is terminated for any reason by the Village, the temporary, non-exclusive license to use the Licensed ROW Area shall terminate at the same time.

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

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

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

24. Effective Date. This Agreement shall become effective upon the date of execution by the last signatory below, which date shall be inserted on page 1 of this Agreement.

IN WITNESS WHEREOF, the Parties below have executed this Agreement on behalf of the Village of Western Springs and the Western Springs Business Association.

VILLAGE OF WESTERN SPRINGS

**WESTERN SPRINGS
BUSINESS ASSOCIATION**

By: _____
Heidi Rudolph, Village President

By: _____
Jeff Dulla , President

Date: April 27, 2026.

Date: _____, 2026.

NOTE: The Acknowledgement and Signature Pages to this Agreement for each Co-Liquor License Holder of a Class "J" Special Events Liquor License shall be attached to this Agreement following this page and shall be incorporated into this Agreement by reference.

**Acknowledgement and Signature Page
for the Co-Liquor License Holder
of a Class "J" Special Events Liquor License
to the License And Indemnification Agreement
for Temporary Use of A Public Right-Of-Way
to Conduct Special Events and to Operate A Beer And Wine Retail Sales Tent
And Alcoholic Beverage Sales/Consumption Area at
the Gathering on the Green and Jammin' in July and Winter Wonderland Special Events**

**[Western Springs Business Association for 2026 Special Events:
Gathering on the Green, Jammin' in July and Winter Wonderland Special Events]**

I, the undersigned Co-Liquor License Holder, agree to comply with and fulfill each and every term, condition and obligation set forth above in the attached License And Indemnification Agreement For Temporary Use Of A Public Right-Of-Way To Conduct Special Events and To Operate A Beer And Wine Retail Sales Tent And Alcoholic Beverage Sales/Consumption Area At the Gathering on the Green, Jammin' in July and Winter Wonderland Special Events and the Village Ordinance granting a Class "J" Liquor License to the Western Springs Business Association for the 2026 Special Events.

NAME: _____ d/b/a _____

By: _____
Jeff Dulla
President / Authorized Officer

Date: _____, 2026

Group Exhibit "A"

Site Plans of Licensed ROW Area to be used for the Special Events

Site plans from 2025 provided for reference. Site plans for 2026 events will be provided at least 15 days in advance of the event for Village staff review and approval

(attached)

Draft

Exhibit "B"

Ordinance No. _____

**Approval of the Class "J"
(Special Events On Village Owned Property; Beer and Wine Only)
Liquor License**

(attached)

Draft

Exhibit "C"

Insurance Certificates

(attached)

Draft

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

**AN ORDINANCE APPROVING THE CREATION OF A CLASS "J" (SPECIAL EVENTS ON VILLAGE OWNED PROPERTY; BEER AND WINE ONLY) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS BUSINESS ASSOCIATION FOR THE 2026 GATHERING ON THE GREEN, JAMMIN' IN JULY AND WINTER WONDERLAND SPECIAL EVENTS TO BE CONDUCTED ON THE VILLAGE TOWER GREEN AREA AND PORTIONS OF THE ADJACENT RIGHTS-OF-WAY OF HILLGROVE AVENUE, LAWN AVENUE, GRAND AVENUE AND WALNUT STREET AND APPROVING THE RELATED TEMPORARY USE PERMIT AND LICENSE AND INDEMNIFICATION AGREEMENT FOR THE SPECIAL EVENTS
(Gathering on the Green: Friday, June 26, 2026; Jammin' in July: Wednesday, July 8, 2026, Wednesday, July 15, 2026, and Wednesday, July 22, 2026; and Winter Wonderland: Saturday, December 5, 2026)**

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 27th day of April, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 27th day of April, 2026.

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, and that it has been published by me in pamphlet form on the date set forth below.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this ____ day of April, 2026.

[SEAL]

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

AMENDED General Government Committee: April 13, 2026

AGENDA ITEM D.2.

To: General Government Committee

From: Jill Izzo, Deputy Village Clerk, Ellen Baer, Village Manager

CC: Anne Skrodzki, Village Attorney, Heather Valone, AICP, Director of Community Development

RE: Ordinance Amending Title 4 Relative to Class "B" and Class "H" Liquor Licenses Issued in Western Springs (Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria and R Bar)

Recommendation

Consider a recommendation to approve an Ordinance Amending Title 4 Relative to the Number of Class "B" and Class "H" Liquor Licenses Issued

Summary

A written request was received from the owner of Salerno's Western Springs to cancel their current liquor license effective March 26, 2026. As such, an Ordinance reducing the number of liquor licenses issued must be approved to amend Title 4, Section 4-1-10A (Limitation on Number of Licenses) to remove Salerno's Western Springs, Inc.'s Class "B" and Class "H" liquor licenses.

Draft ordinance is attached for review.

Financial Impact

N/A

Recommended Motion

I move to recommend to the Village Board the approval of an Ordinance amending Title 4, Chapter 1, Section 4-1-10A of the Village Code relative to the number of Class "B" and Class "H" liquor licenses which can be issued in Western Springs.

Strategic Plan Alignment

N/A Community Planning and Economic Development

File Attachments

1. Ordinance Terminating Class B and Class H N Liquor Licenses for Salerno's Western Springs.

Note: New text is underlined and deleted text is shown as stricken text.

ORDINANCE NO. 26- _____

VOTE: _____

AYES: _____

NAYS: _____

ABSTAIN: _____

DATE: _____

OTHER: None.

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL), CHAPTER 1 (ALCOHOLIC LIQUOR), SECTION 4-1-10A(2) and SECTION 4-1-10A(8) OF THE WESTERN SPRINGS VILLAGE CODE RELATIVE TO THE NUMBER OF CLASS "B" (FULL SERVICE RESTAURANT WITH A PATRON BAR); CLASS "H" (OUTDOOR LIQUOR CAFÉ); LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria & R Bar)

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. Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A (Limitation on Number of Licenses) of the Western Springs Village Code ("Code") is amended to decrease the number of Class "B" (Limited Service Restaurant License; Beer and Wine Only; No Patron or Service Bar); and Class "H" (Outdoor Liquor Café); Liquor Licenses which can be issued in the Village of Western Springs as a result of the termination of the Class "B" and Class "H" Liquor Licenses issued to Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria & R Bar, for the restaurant located at 821 Burlington Avenue, Western Springs, Illinois. Section 4-1-10A (Limitation on Number of Licenses) of the Code shall be amended as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

4-1-10: LIMITATION ON NUMBER OF LICENSES:

A. Number of Liquor Licenses: The number of licenses by classification shall be as follows:

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

~~c. Salerno's Western Springs, Inc., DBA Salerno Pizzeria & R Bar for a restaurant located at 821 Burlington Avenue, Western Springs, Illinois.~~

d. c. Hillgrove Tap, LLC, DBA Hillgrove Tap for a restaurant located at Unit 101, Unit 102 and Unit 103 in the 800 Hillgrove Avenue Building, 800 Hillgrove Avenue, Western Springs, Illinois.

e. d. Guac N Tacos, LLC, DBA Guac N Tacos for a restaurant located at Unit 104 in the 800 Hillgrove Avenue Building located at 800 Hillgrove Avenue, Western Springs, Illinois.

~~f. e.~~ Ella's Italian Pub, LLC d/b/a Ella's Italian Pub for a restaurant located at 4471 Lawn Avenue, Western Springs, Illinois.

8. Class H: A Class H Liquor License (outdoor liquor café) has been created for issuance to each person or entity listed below:

~~c.~~ Salerno's Western Springs, Inc., DBA Salerno Pizzeria & R Bar for an outdoor liquor café located at 821 Burlington Avenue, Western Springs, Illinois.

~~d. c.~~ Guac N Tacos, LLC, DBA Guac N Tacos for a restaurant located adjacent to Unit 104 in the 800 Hillgrove Avenue Building located at 800 Hillgrove Avenue, Western Springs, Illinois.

~~e. d.~~ Virant Restaurants, Inc., DBA Petite Vie for a restaurant located at 909 Burlington Avenue, Western Springs, Illinois.

~~f. e.~~ Ella's Italian Pub, LLC d/b/a Ella's Italian Pub for an outdoor liquor café located at 4471 Lawn Avenue, Western Springs, Illinois.

~~g. f.~~ Daydream Coffee Company, d/b/a The Opry for the operation of an outdoor liquor cafe located on a portion of the private rear lot area of 4354 Johnson Avenue, Western Springs, Illinois.

SECTION 3: Codifier to Make Code Amendments. To the extent necessary, all tables of contents, indexes, headings and internal references or cross-references to sections contained in the Western Springs Municipal Code shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance.

SECTION 4: Conflicts and Repealer. All ordinances, codes or regulations, or parts of ordinances, codes or regulations, of the Village of Western Springs in conflict with the provisions of this Ordinance are repealed insofar as they conflict herewith. Except as to the Code Amendments set forth above in this Ordinance, all Chapters and Sections of the Western Springs Municipal Code shall remain in full force and effect.

SECTION 5: 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 6: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form 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 Regular Meeting thereof, held on the 13th day of April 2026, and approved by me as President on the same day.

Heidi Rudolph, Village President

Edward Tymick, Village Clerk

Published by me in pamphlet form this 13 day of April 2026

Edward Tymick, Village Clerk

DRAFT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL), CHAPTER 1 (ALCOHOLIC LIQUOR), SECTION 4-1-10A(2) and SECTION 4-1-10A(8) OF THE WESTERN SPRINGS VILLAGE CODE RELATIVE TO THE NUMBER OF CLASS "B" (FULL SERVICE RESTAURANT WITH A PATRON BAR) and CLASS "H" (OUTDOOR LIQUOR CAFÉ); LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria & R Bar) 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 13 day of April 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 13 day of April 2026.

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 13 day of April 2026.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

AMENDED General Government Committee: April 13, 2026

AGENDA ITEM D.3.

To: General Government Committee

From: Ellen Baer, Village Manager, Jill Izzo, Deputy Village Clerk

CC: Anne Skrodzki, Village Attorney, Heather Valone, AICP, Director of Community Development

RE: Ordinance Amending Title 4 Relative to Class "O" and Class "H" Liquor Licenses Issued in Western Springs (Daydream Coffee Company, LLC d/b/a The Opry)

Recommendation

Consider a recommendation to approve an Ordinance amending Title 4 relative to the number of Class "O" and Class "H" liquor licenses issued in Western Springs.

Summary

Staff was notified by the owner of Daydream Coffee Company, LLC d/b/a The Opry that they would be closing their business soon and would not be renewing their liquor licenses. As such, an Ordinance reducing the number of liquor licenses issued must be approved to amend Title 4, Section 4-1-10A (Limitation on Number of Licenses) of the Village Code to remove Daydream Coffee Company, LLC d/b/a The Opry's Class "O" and Class "H" liquor licenses. A draft ordinance is attached for review.

We have been notified that the owner has requested information on the State authorization process to transfer his inventory appropriately. The Village Attorney and staff are working with the Illinois State Liquor Control Commission to coordinate. To date, the State has sent no confirmation that an application has been submitted. The owner was provided a 14-day extension by the Village to accommodate this transfer.

Financial Impact

None

Recommended Motion

I move to recommend to the Village Board the approval of an Ordinance amending Title 4, Chapter 1, Section 4-1-10A of the Village Code relative to the number of Class "O" and Class "H" liquor licenses issued in Western Springs.

Strategic Plan Alignment

Community Planning and Economic Development

File Attachments

1. Ordinance Terminating Class O and Class H N Liquor Licenses for The Opry

Note: New text is underlined and deleted text is shown as stricken text.

ORDINANCE NO. 26-

VOTE:

AYES:

NAYS:

ABSTAIN:

DATE:

OTHER: None.

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL), CHAPTER 1 (ALCOHOLIC LIQUOR), SECTION 4-1-10A(15) and SECTION 4-1-10A(8) OF THE WESTERN SPRINGS VILLAGE CODE RELATIVE TO THE NUMBER OF CLASS "O" (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)); CLASS "H" (OUTDOOR LIQUOR CAFÉ); LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (Daydream Coffee Company, LLC d/b/a The Opry)

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. Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10A (Limitation on Number of Licenses) of the Western Springs Village Code ("Code") is amended to decrease the number of Class "O" (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)); and Class "H" (Outdoor Liquor Café); Liquor Licenses which can be issued in the Village of Western Springs as a result of the termination of the Class "O" and Class "H" Liquor Licenses issued to Daydream Coffee Company, LLC d/b/a The Opry, for the restaurant located at 4354 Johnson Avenue, Western Springs, Illinois. Section 4-1-10A (Limitation on Number of Licenses) of the Code shall be amended as follows (new text is marked with underlining; deletions to existing text marked using strikethrough):

4-1-10: LIMITATION ON NUMBER OF LICENSES:

A. Number of Liquor Licenses: The number of licenses by classification shall be as follows:

15. Class O: A Class O Liquor License (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)) has been created for issuance to each person or entity listed below:

a. ~~Daydream Coffee Company, DBA The Opry for a craft beer, wine and spirits store and food and coffee shop located at 4354 Johnson Avenue, Western Springs, Illinois.~~

8. Class H: A Class H Liquor License (outdoor liquor café) has been created for issuance to each person or entity listed below:

~~g. Daydream Coffee Company, d/b/a The Opry for the operation of an outdoor liquor cafe located on a portion of the private rear lot area of 4354 Johnson Avenue, Western Springs, Illinois.~~

SECTION 3: Codifier to Make Code Amendments. To the extent necessary, all tables of contents, indexes, headings and internal references or cross-references to sections contained in the Western Springs Municipal Code shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance.

SECTION 4: Conflicts and Repealer. All ordinances, codes or regulations, or parts of ordinances, codes or regulations, of the Village of Western Springs in conflict with the provisions of this Ordinance are repealed insofar as they conflict herewith. Except as to the Code Amendments set forth above in this Ordinance, all Chapters and Sections of the Western Springs Municipal Code shall remain in full force and effect.

SECTION 5: 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 6: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form 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 Regular Meeting thereof, held on the 13th day of April 2026, and approved by me as President on the same day.

Heidi Rudolph, Village President

Edward Tymick, Village Clerk

Published by me in pamphlet form this 13 day of April 2026

Edward Tymick, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING TITLE 4 (LIQUOR CONTROL), CHAPTER 1 (ALCOHOLIC LIQUOR), SECTION 4-1-10A(15) and SECTION 4-1-10A(8) OF THE WESTERN SPRINGS VILLAGE CODE RELATIVE TO THE NUMBER OF CLASS "O" (Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)); CLASS "H" (OUTDOOR LIQUOR CAFÉ); LIQUOR LICENSES WHICH CAN BE ISSUED IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS (Daydream Coffee Company, LLC d/b/a The Opry) 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 13 day of April 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 13 day of April 2026.

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 13 day of April 2026.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

AMENDED General Government Committee: April 13, 2026

AGENDA ITEM D.4.

To: General Government Committee

From: Ellen Baer, Village Manager, Jill Izzo, Deputy Village Clerk

CC: Casey Biernacki, Deputy Village Manager, Sean Gilhooley, Director of Law Enforcement Services, Anne Skrodzki, Village Attorney, Heather Valone, AICP, Director of Community Development

RE: Liquor License Renewal Updates

Recommendation

None

Summary

The 2026/2027 Liquor License renewal period is underway. Staff will provide a brief update on liquor renewals.

Financial Impact

Renewal Fees

Recommended Motion

None

Strategic Plan Alignment

Public Safety and Community Engagement

File Attachments

None



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

AMENDED General Government Committee: April 13, 2026

AGENDA ITEM D.5.

To: General Government Committee

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: License Agreement for the use of Right-of-Way between the Village of Western Springs and MCI Metro Access Transmission Services LLC

Recommendation

Consider a recommendation to approve a License Agreement with MCI Metro Access Transmission Services LLC (d/b/a Verizon Access Transmission Services).

Summary

The proposed License Agreement between the Village of Western Springs and MCI Metro Access Transmission Services LLC (d/b/a Verizon Access Transmission Services) renews and replaces the now-expired right-of-way use agreement originally held by WideOpenWest (WOW), whose network assets Verizon acquired in 2017. Under the Agreement, the Village grants the Company a non-exclusive, revocable license to install, operate, maintain, and replace its privately owned fiber-optic cable system within designated public rights-of-way, as shown in Exhibit A.

The Agreement establishes a ten-year initial term, with the option for successive extensions of up to ten years each, subject to mutual approval and compliance. It includes standard provisions related to relocation responsibilities, emergency maintenance access, insurance requirements, indemnification, abandonment, interruptions of service, assignment, termination, and compliance with all applicable regulations. The Company is not required to pay additional fees to the Village so long as it maintains its status as a Telecommunications Retailer under state law and continues to pay required state-administered telecommunications taxes.

Overall, the Agreement formalizes the continued use of Village right-of-way by Verizon for its existing and future fiber infrastructure, while preserving Village oversight through permitting, construction standards, relocation authority, and legal protections. Upon execution, it supersedes previous agreements with WOW or other entities regarding fiber infrastructure in the Village.

Financial Impact

N/A

Recommended Motion

I move to recommend to the Village Board a License Agreement with MCImetro Access Transmission Services LLC (d/b/a Verizon Access Transmission Services) for a ten-year initial term, with the option for successive extensions of up to ten years each to install, operate, maintain, and replace its privately owned fiber-optic cable system within designated public rights-of-way within the Village of Western Springs

Strategic Plan Alignment

N/A

File Attachments

1. IL-Village of Western Springs - DRAFT License Agreement 12-10-2025 AMS COMMENT VERSION-JBD Comments 3-10-26
2. IL-Western Springs - MCImetro - Exhibit A

**LICENSE AGREEMENT FOR USE OF RIGHT-OF-WAY
BETWEEN THE VILLAGE OF WESTERN SPRINGS AND MCIMETRO ACCESS TRANSMISSION SERVICES LLC**

THIS AGREEMENT is made this ___th day of _____ 2026, by and between **MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services**, a Delaware limited liability company, with its principal offices at 600 Hidden Ridge, Irving, Texas 75038 (hereinafter referred to as the "Company" or "MCImetro"), and the **Village of Western Springs**, an Illinois municipal corporation ("Village"). The Village and the Company shall be referred to as the "Parties," and individually as a "Party."

RECITALS

1. Company has been certified by the Illinois Commerce Commission pursuant to Section 13-404 to provide and resell, intrastate and interstate telecommunication services within the State of Illinois and pursuant to Section 13-405 of the Public Utilities Act authorized to provide facilities-based local exchange telecommunications services within the State of Illinois, pursuant to Illinois Commerce Commission Order entered on November 22, 2005.
2. Company is registered with Illinois Department of Revenue and operates as a "Telecommunications Retailer" under the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/10).
3. On December 14, 2017, Company purchased from WideOpenWest Illinois, LLC ("WOW") certain assets, including a fiber-optic communications network serving portions of the greater Chicago market and thereby became the successor-in-interest to an existing (now expired) license agreement, dated November 9, 2015 (and as addended), with respect to the communications network serving the Village. This License Agreement shall replace the now expired WOW agreement that covers said network.
4. Company desires a license to place, operate, maintain, and replace a privately owned and operated fiber optic telecommunications cables (the "Fiber Optic Cable System") both underground and on existing utility poles within the Approved ROW Locations, within public rights of way of the Village, as depicted and described in "**Exhibit A,**" attached hereto and made a part hereof.
5. Village maintains standards for construction within its public rights of way in Title 8 (Public Ways and Property), Chapter 11 (Standards for Construction of Utility Facilities In Public Rights Of Way), of the Village of Western Springs Municipal Code (the "ROW Construction Ordinance"), as amended from time to time.
6. Company agrees to apply for and abide by all appropriate permits and standards to install fiber optic cable, facilities and equipment within public rights of way in the Village.
7. Village has determined that it is useful to the Village and its residents to grant a public right of way use license to the Company for the Fiber Optic Cable System as provided in this Agreement.
8. Village desires to grant Company the right to install, construct, operate, maintain, and replace a communications network in public rights-of-way under the terms and conditions of this Agreement.
9. Village hereby acknowledges Company's completion and donation of the MAN Improvements set forth in Section 5 of the Parties' previous Agreement. Village agrees to provide at least a thirty (30) days' written notification to LICENSEE before it schedules maintenance to the MAN Improvements and consults LICENSEE before any maintenance is undertaken on the fiber strands or conduits.

NOW, THEREFORE, in consideration of the promises of each of the parties to the other and the covenants contained herein, it is agreed as follows:

1. **Recitals.** The recitals are a material part of this Agreement and are incorporated herein by reference.
2. **Grant of Right of Way Use License.** For and in consideration of the terms of this Agreement, and in compliance with all federal, state, county, and Village laws, ordinances, and regulations, the Village grants to the Company a non-exclusive revocable license (the "License") to construct, install, operate, maintain, and replace (collectively the "Maintenance") the Fiber Optic Cable System in the Approved ROW

Locations, subject to the terms of this Agreement. This Agreement and the License do not convey any right, title, or interest of any kind, including any ownership or leasehold interest, in any Village public rights of way, but is a license only for the use and occupancy of the specified Approved ROW Locations for the limited purposes stated in this Agreement.

In further consideration of, and subject to, the terms of this Agreement, the Village agrees to allow the Company, at its sole cost, to install additional facilities, operate, maintain, and replace fiber optic cables within the Approved ROW Locations to construct, install, operate, maintain, and replace for its Fiber Optic Cable System within certain of the Approved ROW Locations, including underneath the Burlington North Santa Fe Railroad ("BNSF") right of way ("BNSF ROW") using the Village-owned conduit adjacent to the Clausen Avenue pedestrian underpass.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Company may access Village public rights of way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work by Company must comply with the requirements for emergency maintenance in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, as amended from time to time.

Provided that Company complies with all Federal, State and Village statutes, codes, rules and regulations, Village grants to the Company, its successors, and assigns the non-exclusive right to install, maintain, extend, sell, lease and operate a fiber optic communications network within, over or under the public rights-of-way of the Village, including the existing fiber optic communications network shown in "Exhibit A."

3. Construction and Maintenance.

- a. Prior to the placement of a fiber optic cable in the public rights-of-way, Company shall provide plans and specifications for the placement to the Village. For fourteen (14) calendar days after submission, these plans and specifications shall be subject to review by the Village after which time they will be deemed accepted unless Village provides Company a detailed written explanation for denial.
- b. Company agrees to obtain all applicable permits for work in the Village rights-of-way prior to commencing any work. As provided under State law, Village shall not require any fees for obtaining such permits. Company shall provide any necessary or required traffic control at its expense.
- c. Company agrees to comply with appropriate requirements to install JULIE locates on its fiber optic cable.
- d. Company will make reasonable commercial efforts not to interfere with pre-existing, marked or located uses of the public rights of way.
- e. Subject to appropriate weather conditions, within thirty (30) calendar days after completing placement or repairs to Company's fiber optic cable, facilities and equipment, Company, at its sole cost and expense, shall return the right of way to a condition reasonable equivalent to that which existed prior to commencing the placement or repairs.
- f. Segments 6 and 9 of the existing MAN improvements shall be owned, maintained, repaired and replaced by the Village and the Village of La Grange within their respective municipal corporate boundaries until such time as the Village and the Village of La Grange transfer title to same to the "Lyons Township Area Communications Center" ("LTACC"), and LTACC, or their assigns, shall thereafter own, maintain, repair and replace such segments.

- 4. **Fees.** Company shall not be required to pay any additional fees to the Village under this Agreement, including for site specific permits and/or permit/engineering reviews, so long as: 1) Company maintains its status as a Telecommunications Retailer pursuant to the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/); and 2) timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (SMTT) (35 ILCS 636/5) to the State of Illinois.

Commented [DJB1]: We cannot agree to this deletion. Of course, we would agree to all permit and inspection requirements and any such additional installation would be subject to the approval of such permits.

Additionally, this was allowed under the original agreement with WOW.

5. **Term.** This Agreement, and the License granted herein, shall be for a ten (10) year term, commencing on the Effective Date (the "Term") of the Agreement, which shall be the date the last signatory signs the Agreement, unless otherwise extended. The Term may be extended by mutual written agreement of the Parties for one (1) or more successive terms of not more than ten (10) years each (each such period is an "Extended Term"), so long as the Company is in full compliance with the terms of this Agreement at the time of each extension. A Party requesting an Extended Term shall submit such a request to the other Party in writing at least thirty (30) calendar days prior to expiration of the Term or the Extended Term then in effect. The thirty (30) calendar day period may be waived by the other Party.
6. **Representations and Warranties by the Company.** The Company represents and warrants to the Village that:
 - a. Company has and will maintain all approvals, authorizations, certifications, licenses, and franchises required by the State of Illinois, the FCC and/or any other agency to provide the communications service; and
 - b. Work to be performed by the Company pursuant to this Agreement will be performed in a good and workmanlike manner, consistent with any Permit specifications and Village standards, and applicable regulations.
7. **No Lease or Easement.** Except as provided herein, Company agrees that this Agreement will not grant to Company any real property interest in the Village's public rights-of-way.
8. **Relocation.** From time to time, the Village may request Company to relocate its fiber optic cable and associated equipment and facilities to accommodate the Village projects for the benefit of the public good or emergencies. In such instances, Company shall promptly relocate its fiber optic cable, equipment and facilities at its sole cost and expense. However, if a relocation is requested or required due to the needs or actions of a third party or non-governmental use, the third party shall reimburse Company for all of its incurred costs and expenses for the relocation. Nothing in this Agreement is intended to abrogate or waive any right to reimbursement that Company may have under applicable law or the terms of and public project funding grant.
9. **Abandonment.** In the event the Village abandons, closes or discontinues its use of the right-of-way within which Company has placed its communications network, the Village will reserve for the benefit of Company an easement that contains rights and uses equivalent to those contained in this Agreement.
10. **Interruptions.** The Village shall not be liable to the Company or its customers for any interruption of service to the Company or interference with the facilities arising in any manner relating to the Village's lawful operations within the right-of-way.
11. **Indemnification.** Company agrees to defend the Village against all third-party claims arising from Company's negligent acts or omissions related to its construction, operation, or maintenance of its fiber optic cable and related facilities and equipment located in the right of way and indemnify and hold the Village, its officers, boards and employees harmless from all damages awarded by a court of competent jurisdiction or agreed to as part of a settlement for such claims. Notwithstanding any provision of this section to the contrary, Company shall not be obligated to indemnify, defend or hold the Village harmless to the extent any claim arises out of or in connection with the gross negligence or intentional misconduct of the Village, its officers, boards or employees.
12. **Assignment.** Except to an affiliate of Company, Company shall not assign any rights or obligation contained in this Agreement or the Agreement itself without the prior written consent of the Village, which shall not be unreasonably withheld or delayed.
13. **Termination.** Village may terminate this agreement and all rights granted herein if Company materially breaches any of the terms of this agreement and fails to cure the breach within forty-five (45) calendar days after receiving a detailed notice of the breach from Village. In the event that it is impracticable to cure the breach in the time frame prescribed above, the parties will work in good faith to establish a reasonable cure period.

Commented [AS2]: We do not believe we have the ability to bind third parties

Commented [DJB3R2]: The Village is not binding any third party with this clause. This is merely stating that if a 3rd party (not the village) asks us to relocate our facilities (i.e. they are putting in a new driveway and require us to move a hand hole—or something to that effect) such 3rd party would have to pay Verizon the cost of the relocation to accommodate their request.

Commented [DJB4R2]:

14. **Insurance.** The Company shall maintain Commercial General Liability insurance for bodily injury (including death) and for property damage in the amount of \$1 million per occurrence and \$2 million in the aggregate; in full force and effect, at its own cost and expense, during the term of this Agreement. The Village shall be designated as an additional insured under this policy. Upon request, Company will provide a Certificate of Insurance showing evidence of the coverage listed above. Upon receipt of notice from its insurer(s), Company shall use reasonable commercial efforts to provide thirty (30) days prior notice of cancellation to the Village.

15. **Notices.** All notices herein provided for shall be in writing, sent prepaid registered U.S. Mail or via commercial courier, and addressed to the parties as follows:

To the Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558
Phone: (708) 246-1800
Fax: (708) 246-0284

with copy to:
Anne Skrodzki
Klein, Thorpe & Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, IL 60559
Phone: (312) 984-6400
Fax: (312) 984-6444

To the Company:

Verizon Business Services
Attn.: Franchise Manager
600 Hidden Ridge
Irving, TX 75038

with copy (except for invoices) to:
Verizon Legal Department
Attn. Network Legal Team
1300 I street, N.W., 5th Floor
Washington DC 20005

Invoices:

Verizon
Attn: Contract Administrator
6929 N. Lakewood Ave. MD 5.3-4009
Tulsa, OK. 74117

Company 24 hr. Emergency Phone Number:

1-800-MCI-WORK

Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other Party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

16. **Severability.** If any provision of this Agreement is held invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions; and, to this end, the provisions of this Agreement are to be severable.

17. **Amendment and Waiver.** This Agreement may not be amended except pursuant to a written instrument signed by the Parties. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce the provision in the future.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws provisions. Venue and jurisdiction for any and all

disputes related in any manner to this Agreement shall be in the federal and state courts with jurisdiction over the Village.

- 19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one and the same instrument.
- 20. **Existing Contract or Agreements.** Any existing agreements between the parties (including WOW), whether written or oral, covering the use of the Village's Public Ways are by mutual consent, hereby abrogated and annulled.
- 21. **Entire Agreement.** This Agreement contains the entire agreement for the use of Village rights-of-way by Company and supersedes and replaces all prior negotiations, discussions, agreements, or statements whether written or oral.

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Western Springs, and the Company have signed this Agreement on the ____ day of _____, 2026.

VILLAGE OF WESTERN SPRINGS,
an Illinois Municipal Corporation

MCIMETRO ACCESS TRANSMISSION SERVICES LLC,
d/b/a Verizon Access Transmission Services,
a Delaware Limited Liability Company

BY: _____
Heidi Rudolph, Village President

BY: _____
Dina Dye,
Assoc. Director – Network Regulatory/Real Estate

Date: _____

WITNESS: _____
Jill Izzo, Deputy Village Clerk

WITNESS: _____
J. Bradley Duhe,
Sr. Consultant – Municipal Franchising & Right-of-Way

Date: _____

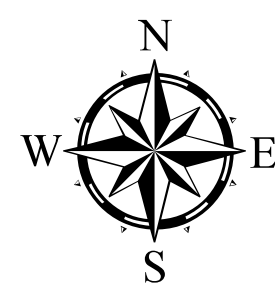
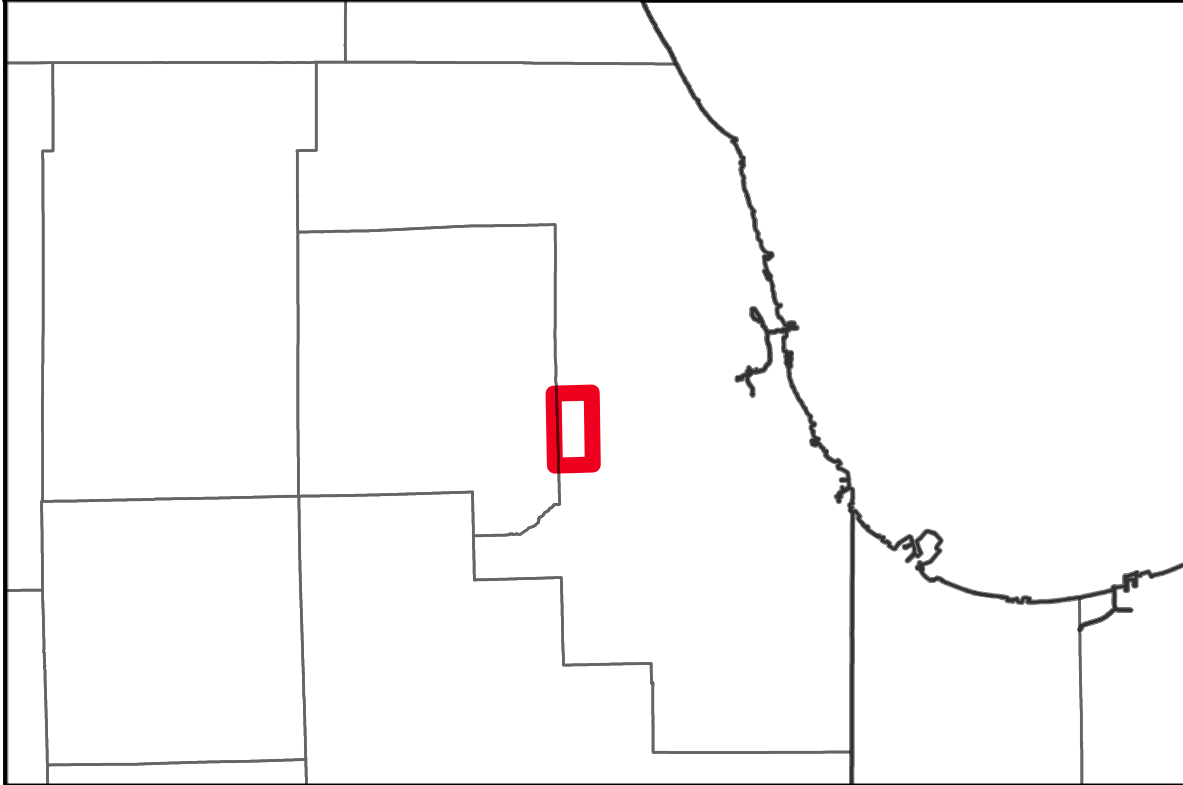
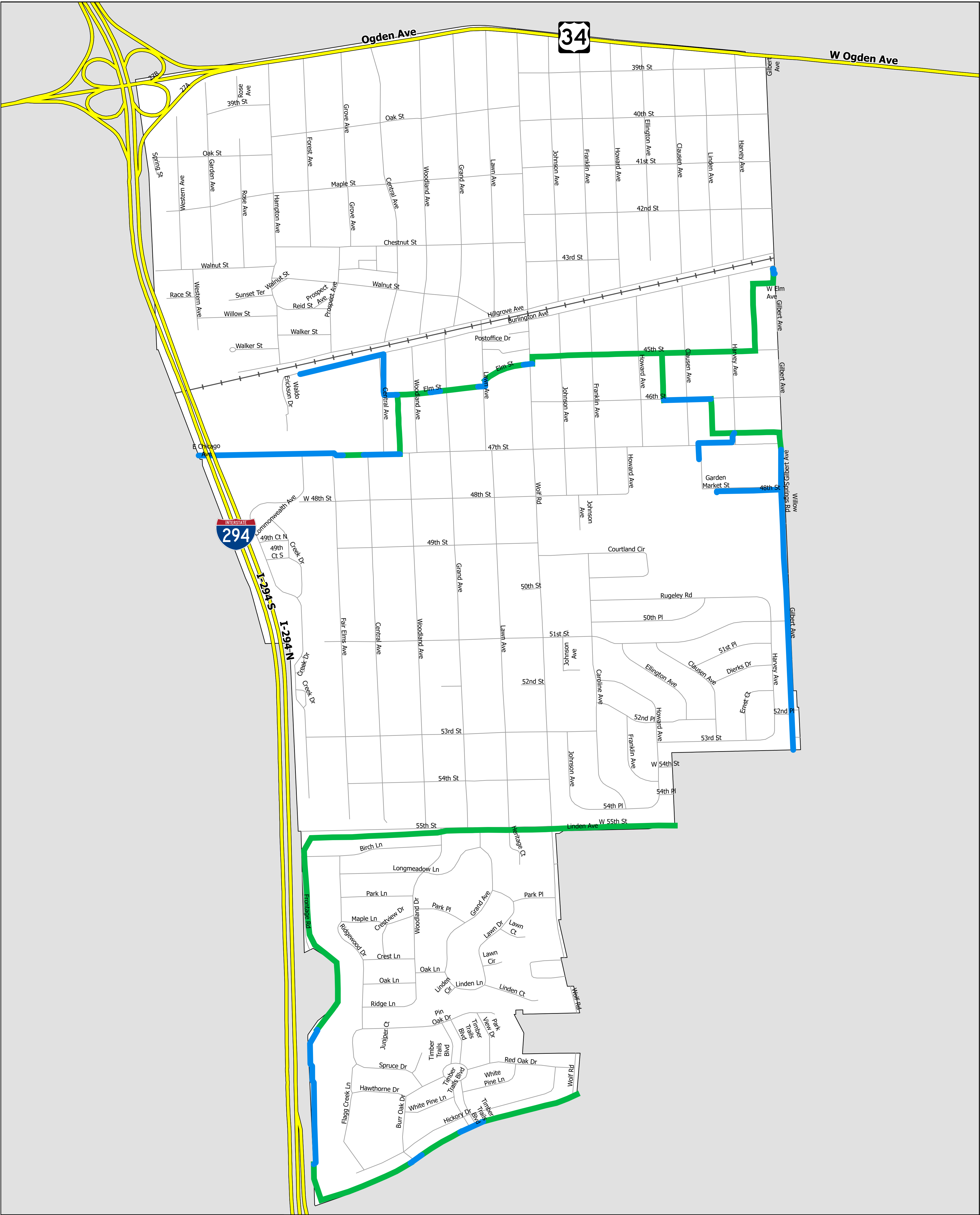


EXHIBIT A




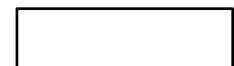
Map of Fiber Optic Network

DRAFT

MCIMetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services Existing Fiber Routes Village of Western Springs, IL

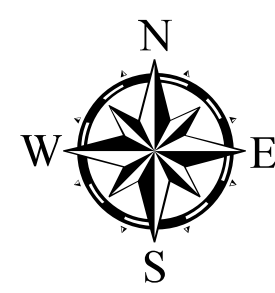
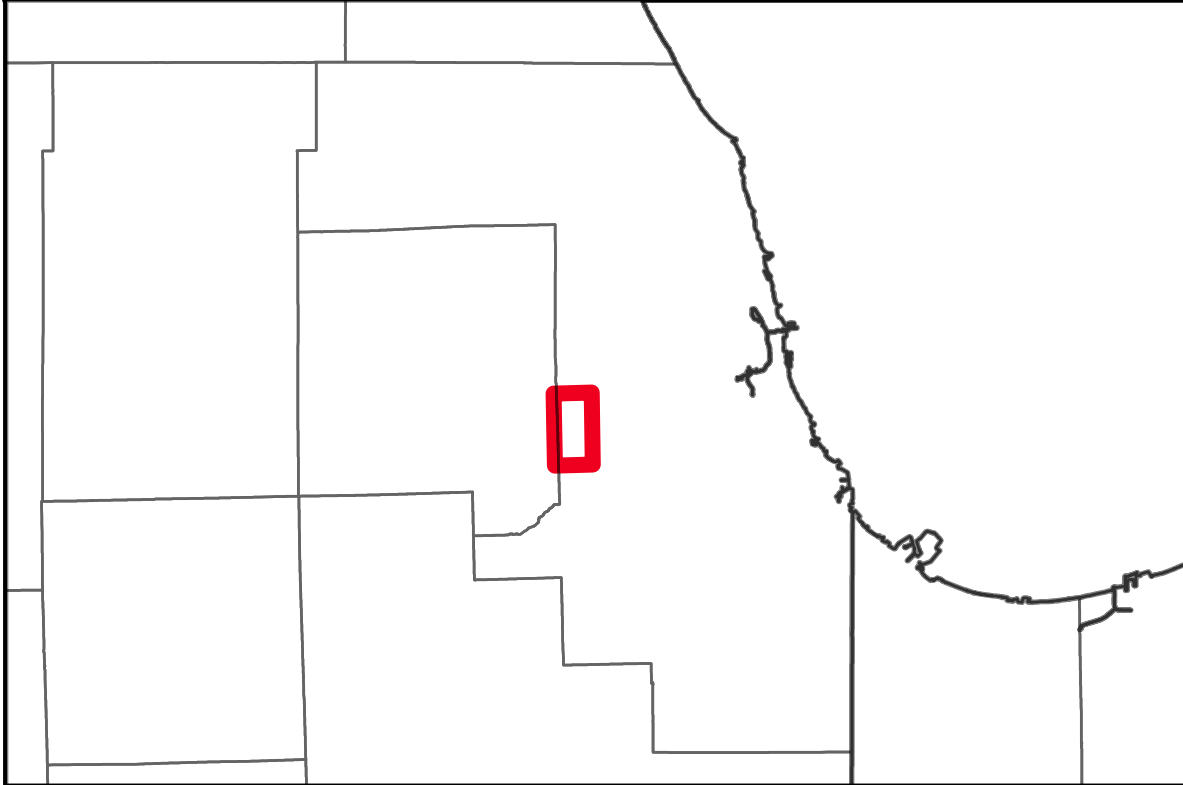
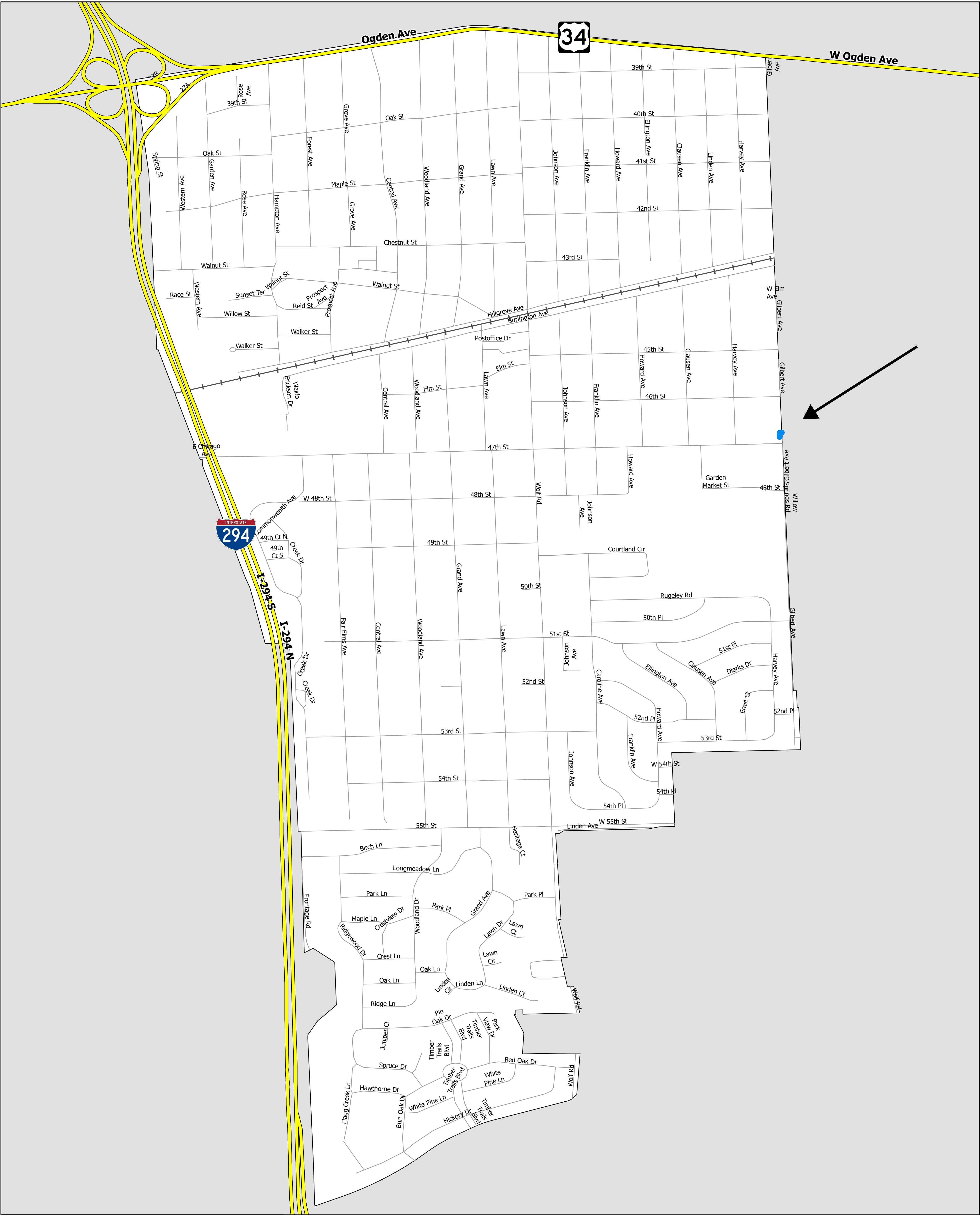


Data Source: VZB
 Projection: GCS_WGS_1984
 Map Created: 3/18/2026
 Map Created By: Steven Chun

-  **Buried 12,594 Linear Ft.**
-  **Aerial 18,059 Linear Ft.**
-  **Railroad**
-  **Western Springs**

Verizon Proprietary Information;
 May contain trade secrets, critical
 infrastructure or other sensitive
 business information.
 Unauthorized use or disclosure is
 strictly prohibited.

MCIMetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services Proposed Fiber Routes Village of Western Springs, IL



- Buried: 84 Linear Ft.**
- Aerial: 0 Linear Ft.**
- Railroad**
- Western Springs**

Data Source: VZB
 Projection: GCS_WGS_1984
 Map Created: 3/18/2026
 Map Created By: Steven Chun

Verizon Proprietary Information;
 May contain trade secrets, critical
 infrastructure or other sensitive
 business information.
 Unauthorized use or disclosure is
 strictly prohibited.



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

AMENDED General Government Committee: April 13, 2026

AGENDA ITEM D.6.

To: General Government Committee

From: Ellen Baer, Village Manager

CC: Jill Izzo, Deputy Village Clerk, John Mastandona, Director of Finance, Heather Valone, AICP, Director of Community Development, Sean Gilhooley, Director of Law Enforcement Services

RE: Appointment of Prosecutor Donna J. Norton for Local Adjudication and Hearings

Recommendation

Staff recommends consideration of the appointment of Donna J. Norton, Attorney as prosecutor for Local Adjudication and other local hearings.

Summary

The Village Board of Trustees may, as per Village Code Section **1-8C-5: SPECIAL COUNSEL**, appoint special counsel to represent the Village in local adjudication and other hearings. Staff requested a proposal from Donna J. Norton, Attorney at Law. Attorney Norton comes highly recommended and has extensive experience in litigation and prosecution, including the last six years where she has focused her work on local municipal clients work such as citations, code enforcement violations and business license revocations. If approved, the Village staff will work closely with Attorney Norton to provide representation in hearings when required. Attached is a letter of interest and proposed terms of engagement for your consideration. Staff can provide additional background on the processes where Attorney Norton would be engaged.

Financial Impact

Hourly rate \$225.00

Recommended Motion

I move to recommend to the Village Board the approval of the appointment of Donna J. Norton, Attorney as prosecutor for Local Adjudication and other local hearings and to authorize the Village President to execute the professional services agreement for said legal services.

Strategic Plan Alignment

Public Safety and Community Engagement

File Attachments

1. Norton Engagement Letter

Donna J. Norton

10852 S. Lawndale, Chicago, Illinois 60655 • 773.213.5490 • DJNortonLaw@gmail.com

March 30, 2026

Village President Heidi Rudolph
Village of Western Springs
740 Hillgrove Ave
Western Springs, Illinois 60558

Re: Engagement Letter for Legal Services

Dear President Rudolph,

I am pleased to submit this proposal to engage prosecutorial legal services for the Village of Western Springs.

I have over 37 years of extensive experience in litigation and prosecution. For the past six years, I have focused solely on prosecuting local municipal citations, litigating code enforcement violations and business license revocation hearings and appeals. I have the skills to work independently in a high-demand environment and can deliver persuasive arguments effectively. My objective is to provide legal services with the utmost professionalism, respect, integrity, and efficiency.

Services to the Village are offered at the rate of \$225 per hour. Please refer to the attached Terms of Engagement.

I look forward to discussing this proposal with the Village and appreciate your consideration.

Very truly yours,

Donna J. Norton

Donna J. Norton
Donna J. Norton, Attorney at Law LLC

DONNA J. NORTON, ATTORNEY AT LAW LLC

TERMS OF ENGAGEMENT

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Donna J. Norton, Attorney at Law LLC and the Village of Western Springs; 2) define the scope of the representation; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms.

This correspondence may be referred to as “Engagement Letter” or the “Agreement.” Please read the Engagement Letter with care. By executing this Engagement Letter, you are entering into a contract that is binding on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are Donna J. Norton and the Village of Western Springs. No other person or entity shall be entitled to claim an attorney client relationship with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

No attorney client relationship will exist between Donna J. Norton and the Village of Western Springs until the Agreement is executed.

3. SCOPE OF REPRESENTATION

Donna J. Norton will perform prosecutorial legal services for the Village of Western Springs.

4. LEGAL FEES

Services provided pursuant to the Agreement are based on the amount of time (including travel) that is devoted to the matter at the hourly rate of \$225. Time will be billed in minimum units of 6 minutes, or 1/10th of an hour.

5. PERIODIC STATEMENTS AND BILLING TERMS

My practice is to send periodic statements for services rendered during the previous month or months on my client’s behalf. The detail in the periodic statement will contain both the nature and progress of work and of the fees and costs being incurred. The fee structure is based upon a promise to pay all statements no later than 30 days after the receipt of same. I do my best to see that clients are satisfied not only with my services, but also with the reasonableness of the fees and costs.

6. TERMINATION

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless we have expressly agreed to a continuation with respect to other matters. The representation is terminable at-will by either of us. The termination of the representation will not terminate your obligation to pay fees and costs incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

I look forward to working with the Village of Western Springs and thank you once again for the opportunity to serve the Village, upon execution of this Engagement Letter.

Dated: _____

Accepted and agreed to by:

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Very truly yours,

/s/ Donna J. Norton

Donna J. Norton of
Donna J. Norton, Attorney at Law LLC