



Village Board Meeting October 13, 2016 6:00 p.m.

1. Call To Order

2. Roll Call

3. Pledge Of Allegiance

4. Open Forum

Participants are advised that the Open Forum procedure is a privilege and should not be abused. Upon completing an Open Forum request form and submitting it to the Village Clerk before the commencement of the meeting, participants will be recognized and given a chance to speak. The time limit to speak is 3 minutes. If deemed necessary by the Village Board, the matter may be referred to Village Staff or may be placed on a future agenda for Board consideration.

All participants are expected to exercise common courtesy and follow any rules of order established or announced by the Village Board and/or Mayor. Candidates for local public office may not use this forum for campaign purposes.

5. Reports

a. Board Reports

- Mayor
- Clerk
- Attorney
- Manager
- Trustees

*Background Of
Subject Matter*

*

Type

Discussion Only

6. Items To Be Removed From Consent Agenda

7. Consent Agenda (Omnibus Vote)

a. Village Board Minutes

i. Board Meeting Minutes

Board to consider approving the minutes of the Village Board meeting held September 29, 2016.

*Background Of
Subject Matter*

Required Parliamentary Procedure

Type

Motion

Documents:

b. **Finance Ordinance**

i. **Finance Ordinance # 12**

Total to be announced at the meeting.

<i>Background Of Subject Matter</i>	*
<i>Type</i>	Motion

c. **Purchase Orders**

i. **PO 11040053**

Harris Computer Corporation \$23,614.97

<i>Background Of Subject Matter</i>	MSI Annual maintenance
<i>Additional Background</i>	Payment is included in the finance ordinance, which will be approved simultaneously with this purchase order.
<i>Type</i>	Purchase Order
<i>Budgeted</i>	Yes

Documents:

[PO 11040053.PDF](#)

ii. **PO 11040137**

Proquire LLC \$33,600.00

<i>Background Of Subject Matter</i>	Google Apps Unlimited annual maintenance
<i>Additional Background</i>	Approved retroactively
<i>Type</i>	Purchase Order
<i>Budgeted</i>	Yes

Documents:

[PO 11040137.PDF](#)

iii. **Total Of Purchase Orders**

\$57,214.97

<i>Background Of Subject Matter</i>	*
<i>Type</i>	Purchase Order

d. **Total Of Purchase Orders And Finance Ordinance**

Total to be announced at the meeting.

<i>Background Of Subject Matter</i>	*
<i>Type</i>	Motion

8. Unfinished Business

9. New Business

a. 5809 Fairview Avenue - Final Plat Of Subdivision

Board to consider an ordinance approving a Final Plat of Subdivision request from Wojtek Bialy to split one lot into two lots of record in the R-3 Single Family Detached Residence District.

Background Of Subject Matter The two lots of record will be used to build one new single family home and add an addition to an existing single family home. Setbacks and bulk regulations of the zoning ordinance have been met.

Recommendation Planning and Zoning Commission recommended approval of the preliminary plat on 12/9/15, and Village Board granted approval of the preliminary plat on 1/7/16. Engineering review for the subject property is complete and staff recommends approval.

Type Ordinance

Budgeted N/A

Documents:

[PZC STAFF MEMO 5809 FAIRVIEW AVE.PDF](#)

[FINAL PLAT.PDF](#)

b. 201 And 209 E Ogden Avenue - Napleton Westmont Porsche

Board to consider an ordinance approving the following requests from Napleton Westmont Porsche in the B-2 General Business District:

1. Special Use Permit request to operate an automotive dealership.
2. Zoning Code Variance request to increase the number of allowable signs.
3. Preliminary Plat of Subdivision to consolidate two properties into one lot.
4. Site and Landscaping Plan approval.
5. Masonry waiver.

Background Of Subject Matter Applicant requests to expand the existing Porsche dealership by combining the existing building with the building to the east with an addition. There will be additional service bays, improved circulation, and underground stormwater detention.

Additional Background Comprehensive Plan for Westmont's "Auto Mile District" recommends improving this section of the Ogden Ave corridor & making this area a more attractive environment for auto dealerships. The facade and streetscape will be improved as part of this project.

Recommendation Planning & Zoning Commission made a unanimous positive recommendation after listening to public comment & clarifying items such as curb cuts, deliveries and test driving. Commission made recommendations for deliveries, access, & site plan improvements.

Type Ordinance

Documents:

[MEMO ADDRESSING PZC COMMENTS.PDF](#)
[SITE PLAN.PDF](#)
[LANDSCAPING PLAN.PDF](#)
[PZC STAFF REPORT - PORSCHE.PDF](#)
[FIRE TRUCK AUTO TURN ANALYSIS.PDF](#)
[PARTS TRUCK AUTO TURN ANALYSIS.PDF](#)
[PLAT OF CONSOLIDATION.PDF](#)
[PLAT OF VACATION.PDF](#)
[PLAT OF SURVEY.PDF](#)

c. **Engineering Agreement - 6101 S Cass & FDHQ Stormwater Management Project**

Board to consider an ordinance authorizing an engineering agreement with ESI Consultants for Design Study (Phase 1 & 2) Engineering Services for the FDHQ / 6101 S. Cass Avenue Stormwater Management Project.

Background Of Subject Matter We are seeking engineering services to reconfigure the existing detention facility at FDHQ and Beninford Lane utilizing the newly acquired property at 6101 S Cass Ave. Project will also provide detention for the future parking lot expansion of the FDHQ.

Additional Background We also hope to provide enough detention for future developments in the area to help spark economic growth. Request to approve the sum of \$89,650.00 for Phase 1 and 2 Design Study Engineering Services.

Recommendation Staff recommends approving the proposal in the amount of \$89,650.00 for Design Phase 1 and 2 Engineering Services.

Type Ordinance

Budgeted No

Documents:

[FINAL FDHQ 6101 S CASS STORMWATER MANAGEMENT PROJECT 09212016.PDF](#)

d. **Engineering Agreement - Richmond & Grant Street Stormwater Management Project**

Board to consider an ordinance authorizing an engineering agreement with Amec Foster Wheeler for Design Study (Phase 1) Engineering Services for the Richmond and Grant Street Stormwater Management Project.

Background Of Subject Matter Richmond & Grant intersection along with portions of Lebeck Park constantly have flooding issues. We are seeking engineering expertise of Amec Foster Wheeler to help provide solutions to mitigate the flooding in this area.

Additional Background Request to approve the sum of \$144,630.09 for Phase 1 Design Study Engineering Services for the Village's Richmond and Grant Streets Stormwater Management Project.

Recommendation Staff recommends approving the proposal in the amount of \$144,630.09 for Design Study (Phase 1) Engineering Services.

Type Ordinance

Budgeted Yes

Documents:

e. **Water Rate Adjustment**

Board to consider an ordinance amending water rates.

<i>Background Of Subject Matter</i>	As discussed during the budget process and at the Public Works Committee, to continue to provide for infrastructure needs, the Village must increase water rates over the next few years. This 1st increase of \$0.92/thousand gallons will be effective 1/1/17.
<i>Additional Background</i>	Future increases are currently estimated at approximately \$0.40/thousand gallons for the next few years. While increases from DuPage Water commission have generally been passed on as they came, this is the first Village-initiated increase since 2011.
<i>Recommendation</i>	Staff recommends approval in accordance with the budget and as discussed at the Public Works Committee meeting.
<i>Type</i>	Ordinance
<i>Budgeted</i>	Yes

Documents:

[2016-10-13 WATER RATE COMPARISON.PDF](#)

f. **Deputy Liquor Commissioner**

Board to consider an ordinance authorizing the hiring of a part-time employee to serve as the Deputy Liquor Commissioner.

<i>Background Of Subject Matter</i>	The duties of the Deputy Liquor Commissioner have traditionally been performed by one of the Deputy Police Chiefs. The DC does not have the time to allocate to this position. The recommendation is to hire a part-time employee for this position.
<i>Additional Background</i>	This part-time employee will work less than 1,000 hours/year and will not be IMRF eligible. The Human Resource Director will advertise for this position. This individual also may assist with tobacco and massage licensing.
<i>Recommendation</i>	Approve.
<i>Type</i>	Ordinance
<i>Budgeted</i>	No

Documents:

[0430-DEPUTYLIQUORCOMMISSIONERJOBDESCRIPTION.PDF](#)
[DEPUTYLIQUORCOMMISSIONER.ORD. 10.13.PDF](#)

g. **Workplace Search Policy - New**

Board to consider an ordinance adding Section 62-81 - Workplace Search Policy to the Personnel Code of Ordinances.

<i>Background Of Subject Matter</i>	Since 2011, IRMA, through our risk insurance assessment (IMAP) has recommended developing this policy for the safety and protection of our employees, and the protection of Village
--	---

property and equipment.

**Additional
Background**

Village staff, through the Executive Safety Committee developed this policy over time, in collaboration with our Village Attorney.

Type

Ordinance

Documents:

[SEC 62-81 WORKPLACE SEARCH.PDF](#)

10. Miscellaneous

11. Executive Session

This Board may adjourn to closed session to discuss matters so permitted and may act upon such matters upon returning to open session.

12. Adjourn

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the ADA Compliance Officer, 9:00 A.M. to 5:00 P.M. Monday through Friday, Village of Westmont, Illinois, 60559; or telephone (630) 981-6210 voice, within a reasonable time before the meeting.



Clerk's Office
Village of Westmont

MINUTES OF THE BOARD MEETING HELD **Thursday, September 29th, 2016.**

Mayor Gunter called the meeting to order at **6:00 P.M.**

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT: Mayor Gunter P Clerk Szymski P

TRUSTEES: Addington P Barker P
Barry A Guzzo P
Liddle P Nero P

STAFF:

May P (Village Mgr)	Parker P (Finance Director)	Ziegler P (Community Development Director)
Crane P (H.R. Director)	McIntyre P (Communications Director)	Liljeberg P (I.T. Manager)
Richards P (Deputy Clerk)	Chief Mulhearn P (Police Dept.)	Acting Chief Gunther P (Police Dept.)
Dep Chief Brenza P (Police Dept.)	Chief Weiss A (Fire Dept.)	Dep. Chief Connelly A (Fire Dept.)
Dep. Chief Riley P (Fire Dept.)	Ramsey P (P.W. Director)	

ATTORNEY: Zemenak P Perez A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Chicago Tribune A Independent: Daniel Smrokowski A
Bugle A

CHAMBER OF COMMERCE DIRECTOR: Forsberg - P

VISITORS: None.

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE. Mayor Gunther asked Joshua and Alexander Gunther to lead the Pledge of Allegiance.

OPEN FORUM:

- None.

VOTING KEY: A=ABSENT AB=ABSTAIN N=NO W=Withdrawn
P=PRESENT Y=YES V=VACATION

Note: *The items listed in these minutes are summaries only and are not meant to be a direct transcript of the Mayor's, Manager's, Clerk's and Trustees' comments. For actual quotes of the referenced items please refer to the Archival video copy of this meeting.*

VOTING SUMMARY

	1	2	3	4	5	6	7
TRUSTEE ADDINGTON	<u>Y</u>						
TRUSTEE BARKER	<u>Y</u>						
TRUSTEE BARRY	<u>A</u>						
TRUSTEE GUZZO	<u>Y</u>						
TRUSTEE LIDDLE	<u>Y</u>						
TRUSTEE NERO	<u>Y</u>						

REPORTS

Mayor Gunter

- Welcomed everyone, and asked Manager May to give out awards. Service award was given to Public Works Director Mike Ramsey for thirty years with the Village. Manager May gave background information on Mike. Mike thanked everyone for this honor.
- A special award was announced, Mayor's Distinguished Public Service Award. Manager May presented this award to Community Development Director Jill Ziegler. Jill thanked everyone very much and felt very honored. Jill talked about the Richmond Garden joint project.
- Mayor introduced Senator Chris Nybo and State's Attorney Bob Berlin. Senator Nybo spoke about the appreciation and respect he has for police. Senator Nybo and State's Attorney Berlin joined the Mayor in swearing in Jim Gunther as the new Chief of Police. Jim's wife, Michelle, pinned his Chief's badge on his uniform. The new Chief Gunther spoke about the overwhelming group of people in attendance and thanked everyone for coming.
- Mayor took a five minute recess while the crowd left for the cake reception in the community room. Recess ended at 6:38pm.

Clerk Szymski

- Spring election packets are ready for pick up in the Clerk's office, if you are interested in running for election in the community. The election is April 4th and includes the Mayor, the Clerk, 3 trustees and 2 six year Library Trustee positions. The filing period is December 12th-19th of 2016.
- Invited Linda Sobotka to come up to announce the Blue Mass at Holy Trinity Church. Ms. Sobotka invited all First Responders to the mass on Friday, September 30th.

Attorney Zemenak

- Nothing

Village Manager May

- Nothing

Trustee Addington

- Economic Development Committee meeting is at 9:00am. on October 5, 2016.
- Reviewed last week's Chamber of Commerce events: Fine Arts Showcase, Open House at brewery, Invited Chamber of Commerce Executive Director Larry Forssberg up to discuss the Myths & Legends name change; events at Acura Ribbon Cutting 3 day event.
- Strategic Plan Community Branding Workshop on Monday extremely well attended, invited Communications Director McIntyre up to speak about the event.
- The survey on the branding had 300 responses. 50% interested in changing the village slogan.
- Reported on the Lions Circus; nice night with almost 1800 attendees.

Trustee Liddle

- WSEC is working on next year's events, looking for volunteers for 2017; lots of volunteers. Call 630-829-9378 and speak to Christine.
- Administration Committee meeting earlier today discussed the Sister City Program and the Executive Safety Committee.

Trustee Nero

- The next Public Safety meeting is on the December 8th.
- Saturday, October 15th is the Fire Department Open House.
- Silent Parade is scheduled for Friday, October 14th.

Trustee Guzzo

- The next Finance Committee meeting is October 13th at 4:00pm

Trustee Barker

- Stuff a Truck Food and Funding Drive is scheduled to begin October 22nd benefiting the People's Resource Center. Paper bags will be distributed at the trick or treat trail asking that they be returned at Holly Days filled with food.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- There are no items that are requested to be removed from the consent agenda.

(1) CONSENT AGENDA [Omnibus Vote]:

Village Manager May addressed the Board on this agenda item.

Motion by **Trustee Addington** to approve the consent agenda.

(A) VILLAGE BOARD MINUTES:

Board to consider approving the following minutes:

- Village Board Special Meeting - September 8, 2016
- Village Board Meeting - September 15, 2016

(B) FINANCE ORDINANCE # 11: Dated **September 29, 2016**, in the amount of

\$ 1,205,197.50

Seconded by **Trustee Liddle** and the motion passed.

VOTE ON MOTION #1

Ayes: Addington, Guzzo, Barker, Nero, and Liddle.

Nays: None.

Absent: Barry.

Present: None.

UNFINISHED BUSINESS

NEW BUSINESS

(2) VETERINARIAN - 35 N CASS AVENUE

Community Development Director Jill Ziegler addressed the Board on this item. Mayor Gunter asked the applicant, Dr. Torok to come forward and present her request.

Public comments were presented by Westmont business owner Irv Kaplan, Forest Park Police Officer Steve Zenoni and Westmont neighboring property resident Chris Luther all endorsed Dr. Torok. Westmont resident Kate McGovern commented that a veterinarian office was not a good fit for the downtown. Trustee questions were asked and answered.

Motion by **Trustee Addington** to consider an ordinance approving the following requests from Dr. Jessica Torok, DVM to operate a veterinarian office in the B-1 Limited Business

District:

1. Special Use permit to operate a veterinarian office.
2. Zoning Code Variance for a veterinarian office to be located within 100 feet of a residence district.
3. Development permit.

Seconded by **Trustee Nero** and the motion passed.

VOTE ON MOTION #2

Ayes: Addington, Guzzo, Nero, Barker, and Liddle.

Nays: None.

Absent: Barry.

Present: None.

(3) 21 N CASS AVENUE - HARMONY MASSAGE AND WELLNESS CENTER

Community Development Director Jill Ziegler addressed the Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance approving a Development Permit request

from Linda Newland to allow for the operation of Harmony Massage and Wellness Center in the B-1 Limited Business District.

Seconded by **Trustee Liddle** and the motion passed. No questions or comments.

VOTE ON MOTION #3

Ayes: Addington, Nero, Guzzo, Barker, and Liddle.

Nays: None.

Absent: Barry.

Present: None.

(4) LWV ODESSA PONDS, LLC - REZONING, VARIANCES, SITE PLAN REVIEW

Community Development Director Jill Ziegler and Attorney Pat Goodman addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance approving the following requests from the Westmont Village Apartments for the following:

1. Map Amendment request to rezone from R-4 General Residence District to a Planned Development Overlay District in the underlying R-4 General Residence District with the following exceptions from the Zoning Code:
 - a. Exception to reduce the required amount of useable open space, which is currently non-conforming.
 - b. Exception to permit existing non-conforming lot area.
 - c. Exception to permit existing non-conforming front yard setbacks.
2. Zoning Code Variance request to exceed the maximum number of allowable accessory structures to construct clubhouse facilities.
3. Zoning Code Variance request to exceed the maximum size of an accessory clubhouse structure.
4. Zoning Code Variance request to exceed the maximum height of an accessory clubhouse structure.
5. Zoning Code Variance request to permit existing non conforming number of parking spaces.
6. Site and landscaping plan approval for the construction of clubhouse facilities.
7. Planned Development Agreement.
8. Masonry waiver request.

Seconded by **Trustee Barker** and the motion passed. Village Attorney Zemanek gave an update and an attorney from Rosanova & Whitaker, LTD answered questions.

VOTE ON MOTION #4

Ayes: Addington, Nero, Guzzo, Barker, and Liddle.

Nays: None.

Absent: Barry.
Present: None.

(5) BOARD AND COMMISSION COMPENSATION

Village Manager May addressed the Board on this item.

Motion by **Trustee Nero** to consider an ordinance adjusting the compensation of the Village Board of Trustees and Commission Members. Discussion of the time frame for the changes to be made for the commissions and the legal requirements for the trustees.

Seconded by **Trustee Liddle** and the motion passed.

VOTE ON MOTION #5

Ayes: Addington, Guzzo, Nero, Barker, and Liddle.
Nays: None.
Absent: Barry.
Present: None.

(6) 2004 ELGIN PELICAN SWEEPER - DECLARE AS SURPLUS

Public Works Director Ramsey addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance to declare the 2004 Elgin Pelican Sweeper as surplus property so that the 2004 can be traded in to purchase the 2016 which was previously approved.

Seconded by **Trustee Nero** and the motion passed.

VOTE ON MOTION #6

Ayes: Addington, Nero, Guzzo, Barker, and Liddle.
Nays: None.
Absent: Barry.
Present: None.

MISCELLANEOUS:

- Clerk Szyski announced that the Public Information Committee meeting will be on October 13th at 4:00pm. Clerk Szyski will not be in attendance; she will have a substitute attend.
- Trustee Addington informed everyone that he has given everyone a memo on the DuPage Mayors and Managers reporting on the legislative committee meeting.

(7) ADJOURNMENT: Motion by **Trustee Liddle** to adjourn the meeting. Seconded by **Trustee Nero** and the motion passed.

VOTE ON MOTION #7



Village Clerk's Office

31 West Quincy Street • Westmont, Illinois 60559
Tel: 630-981-6220 Fax: 630-829-4441

Ayes: Addington, Guzzo, Nero, Barker, and Liddle.

Nays: None.

Absent: Barry.

Present: None.

MEETING ADJOURNED AT 7:25 P.M.

ATTEST:

APPROVED:

Virginia Szymiski, Village Clerk

Ronald J. Gunter, Mayor

Dated this 13th day of October, 2016.



**VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION
AGENDA ITEM**

MEETING DATE: December 09, 2015

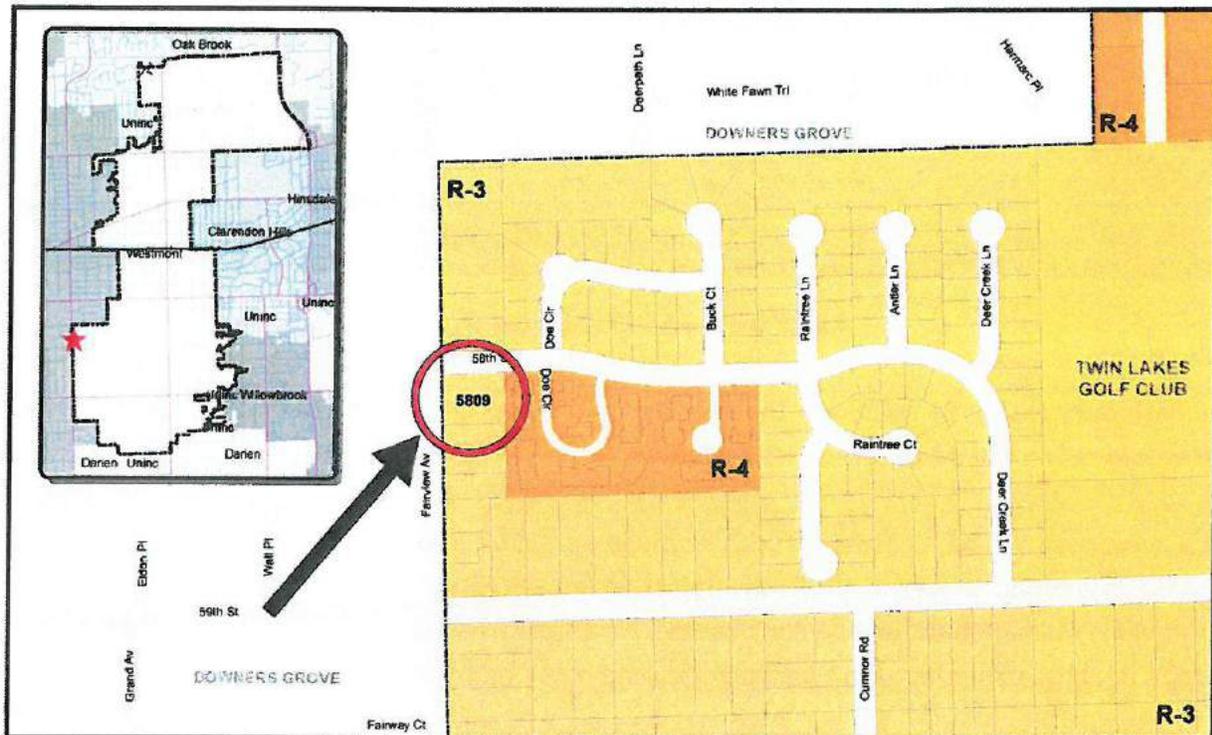
P/Z 15-027

TITLE: Wojtek Bialy regarding the residential property located at 5809 Fairview Avenue, Downers Grove, IL 60516 for the following:

- (A) Preliminary Plat of Subdivision request to subdivide 1 lot into 2 residential lots in the R-3 Single Family Detached Residence District.

BACKGROUND OF ITEM

The subject lot is located on the southeast corner of Fairview Avenue and 58th Street, at the entrance to the Deer Creek Subdivision. It is a portion of Lot 3 in the Downers Grove Township Supervisors Assessment Plat Number Three, also known as Kellogg Farms.



Zoning map - 5809 Fairview Avenue

Property directly to the west is in Downers Grove and is single-family. Properties to both the north and south are zoned R-3 Single-Family Detached Residential District. The property to the east is a multiple-family condominium development that is zoned R-4 General Residence District.



Aerial view - 5809 Fairview Avenue

The petitioner wishes to subdivide the existing ~150'x 183' lot (.63 acres) into two lots of record and would retain the designated R-3 zoning.

Lot 1 is proposed to be a corner lot with frontage and drive access on 58th Street. With no existing structures, a new single-family detached house with a dedicated easement for stormwater management will be constructed. No setback variances are being requested despite being a corner lot with two frontages and more restrictive setbacks.

Lot 2 accommodates an existing house and garage, which will be remodeled with an addition to connect the two structures.



Street view - 5809 Fairview Avenue



Street view - 58th Street looking from Fairview Avenue

ZONING ANALYSIS

The proposed subdivision is located in the R-3 Single Family Detached Residence District. Accommodation of the existing structures does not allow the lot to be divided equally, resulting in an unconventional, but legally acceptable division.

Appendix "A" Section 6.04- Bulk and Development Standards in R-3 Single Family District

	Lot Area (min.)	Lot Width (min.)	Front Yard Setback (min.)	Interior Yard Setback (min.)	Rear Yard Setback (min.)
Required	7,800 sf	60'	35'	6' min per side/20% lot width in aggregate	20% of lot depth
Proposed Lot 1	12,034 sf	72.01'	To be confirmed during permitting.	To be confirmed during permitting.	To be confirmed during permitting.
Lot 2	15,505 sf	78.30'	57' (as existing)	6' and 26' (as existing)	45' (as existing)

As proposed, the subdivision would meet bulk regulations of the R-3 Single Family Detached Residence District and both the existing and new construction would meet required setbacks. The resulting lots would measure approximately 12,034 (Lot 1) and 15,505 (Lot 2) square feet. The current 35 percent maximum allowable lot coverage requirement could permit a total of 9,639 square feet of impervious surface between the two lots. Lot 1 would not likely reach the maximum lot coverage due to both corner setback conditions and required on-site detention.

Details pertaining to bulk regulations would be confirmed at the time that building and engineering permits are submitted.

REVIEW COMMENTS

Engineering Synopsis - Consultant Bryant's comments are attached for your review. The proposed detention area was carefully reviewed, and Post Construction Best Management Practices will be required. Revisions will be coordinated through the permit submittal.

Public Works Synopsis - Public Works Supervisor Noriega's comments are attached for your review. The memo comments include completion of the public walk on 58th Street and the addition of parkway trees.

SUMMARY

The applicant requests preliminary approval to subdivide the subject property from one lot into two lots for the purpose of building one new single family residential home and renovation of the existing house. The newly proposed lots meet the zoning ordinance bulk regulations for the R-3 Single Family Residential District.

DOCUMENTS ATTACHED

- 1) Agenda publication - November 25, 2015 edition of the Westmont Suburban Life.
- 2) Staff Reviews
 - a) Public Works Supervisor Noriega, dated November 19, 2015
 - b) Engineering Consultant Anthony Bryant, dated November 17, 2015
- 3) Application for Planning and Zoning Commission review dated October 12, 2015.
 - a) Plat of Survey, prepared by GEOPOOL Civil Engineers, dated September 19, 2014.
 - b) Lot 1 House site plan, building plans, elevations and renderings, undated.
 - c) Preliminary Plat of Subdivision, prepared by GEOPOOL Civil Engineers, dated September 19, 2014.
 - d) Preliminary Engineering Improvement Plans prepared by GEOPOOL Civil Engineers, dated September 22, 2014.

10/4/15

To:

Community Development Department

31 W. Quincy St.

Westmont IL. 60559

Re:

5805 Fairview Ave.

Westmont IL.

Dear Sirs,

In working with the investor/ developer on purchasing this interesting property, I have encouraged and welcomed the idea of subdividing it. In my professional opinion, after a thorough market research, I believe that, the proposed development at 5805 Fairview Ave. could be successfully marketed and sold in the range of \$ 650,000.00-\$ 700,000.00

Sincerely,



Barbara Roginski

Broker - Owner

Select Realty, Inc.

2608 A West 83rd Street

Darien, IL 60561

Phone: **630-985-8540**

Fax: **630-985-8542**

www.BarbaraRoginski.com

Barbara Roginski
SELECT REALTY, INC
2608 A WEST 83RD STREET
DARIEN, IL 60561

To:

Village Of Westmont Economic Development Department

31 West Quince Street

Westmont Illinois 60559

Re:

5809 W. Fairview Ave. Development

Dear Sirs,

The subject property was purchased with the intention of improvement of this attractive corner lot. While researching the zoning requirements for the property, the idea has come to subdivide the existing lot and build second house on the north side of the property with adopting all governing zoning requirements for both existing house and proposed new structure.

We strongly believe that such step, while helping us to make the entire project more economical, would also contribute to the image of the neighborhood, raise the value of the adjacent properties and be the next small step in the Village of Westmont development.

We hope that the attached application and design presentation will be convincing for the Village Zoning Board to support our petition.

Sincerely

Wojtek Bialy

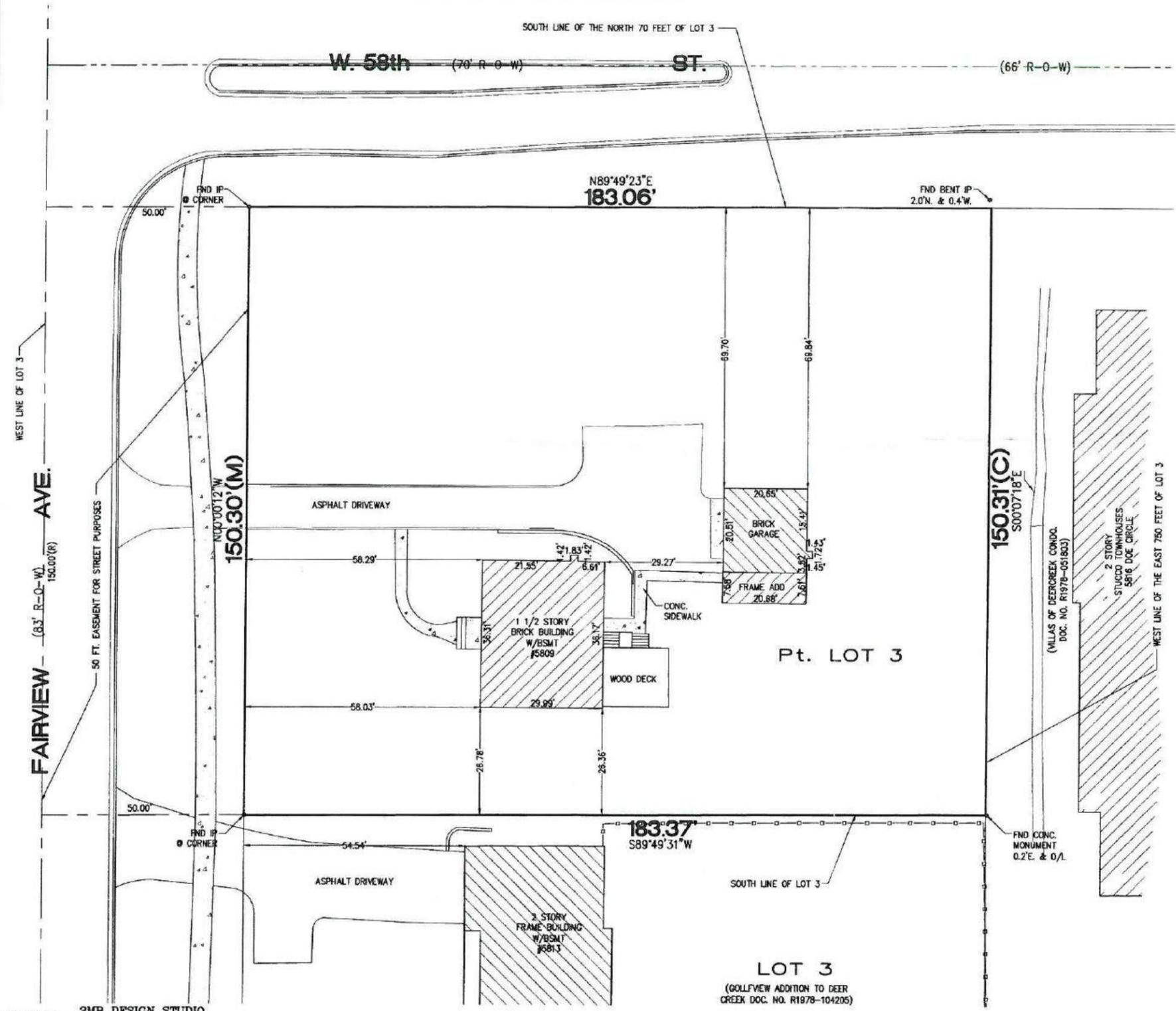
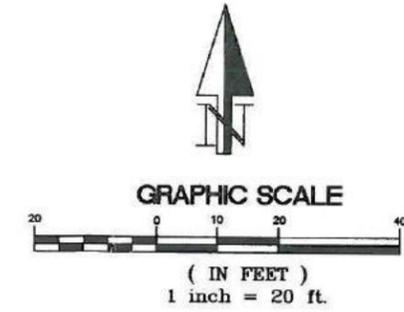
PLAT OF SURVEY

OF

LOT 3 EXCEPT THE EAST 750 FEET OF LOT 3 AND EXCEPT THE NORTH 70 FEET OF LOT 3 (EXCEPT THE EAST 750 FEET THEREOF) IN DOWNERS GROVE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER THREE (ALSO KNOWN AS KELLOGG FARMS), BEING THE WEST 30 ACRES OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE RECORD THEREOF ON JANUARY 12, 1945 AS DOCUMENT 472729, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS: 5809 58th STREET, WESTMONT, ILLINOIS.

RECEIVED
AUG 10 2015
COMMUNITY DEVELOPMENT
DEPARTMENT
VILLAGE OF WESTMONT, ILLINOIS



LEGEND:
 SET ● IRON PIPE + CROSS
 ○ IRON PIPE ■ REBAR/ROD - NOTCH
 --- CHAIN LINK FENCE
 --- WOOD FENCE
 --- IRON FENCE

ABBREVIATIONS:
 L = ARC LENGTH N'LY = NORTHERLY
 R = RADIUS S'LY = SOUTHERLY
 CH = CHORD LENGTH E'LY = EASTERLY
 (r) = RECORD VALUE W'LY = WESTERLY
 (m) = MEASURED VALUE TYP = TYPICAL
 P.U.D. = PUBLIC UTILITY & DRAINAGE EASEMENT

GENERAL NOTES:
 1. TITLE COMMITMENT REPORT HAS NOT BEEN PROVIDED BY THE CLIENT FOR THIS SURVEY;
 2. FOR BUILDINGS LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, TITLE COMMITMENT, ORDINANCE, ETC.
 3. BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.
 4. SURVEY IS BASED ON FIELD WORK COMPLETED ON SEPTEMBER 11, 2014

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM TECHNICAL STANDARDS FOR A BOUNDARY SURVEY."

STATE OF ILLINOIS }
 COUNTY OF DUPAGE } SS

WE, GEOPOOL SURVEYORS, INC. DO HEREBY STATE THAT WE HAVE PREPARED THE BOUNDARY SURVEY DEPICTED HEREON. THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY.

LEMONT, ILLINOIS SEPTEMBER 19, 2014

Kenneth Kennedy



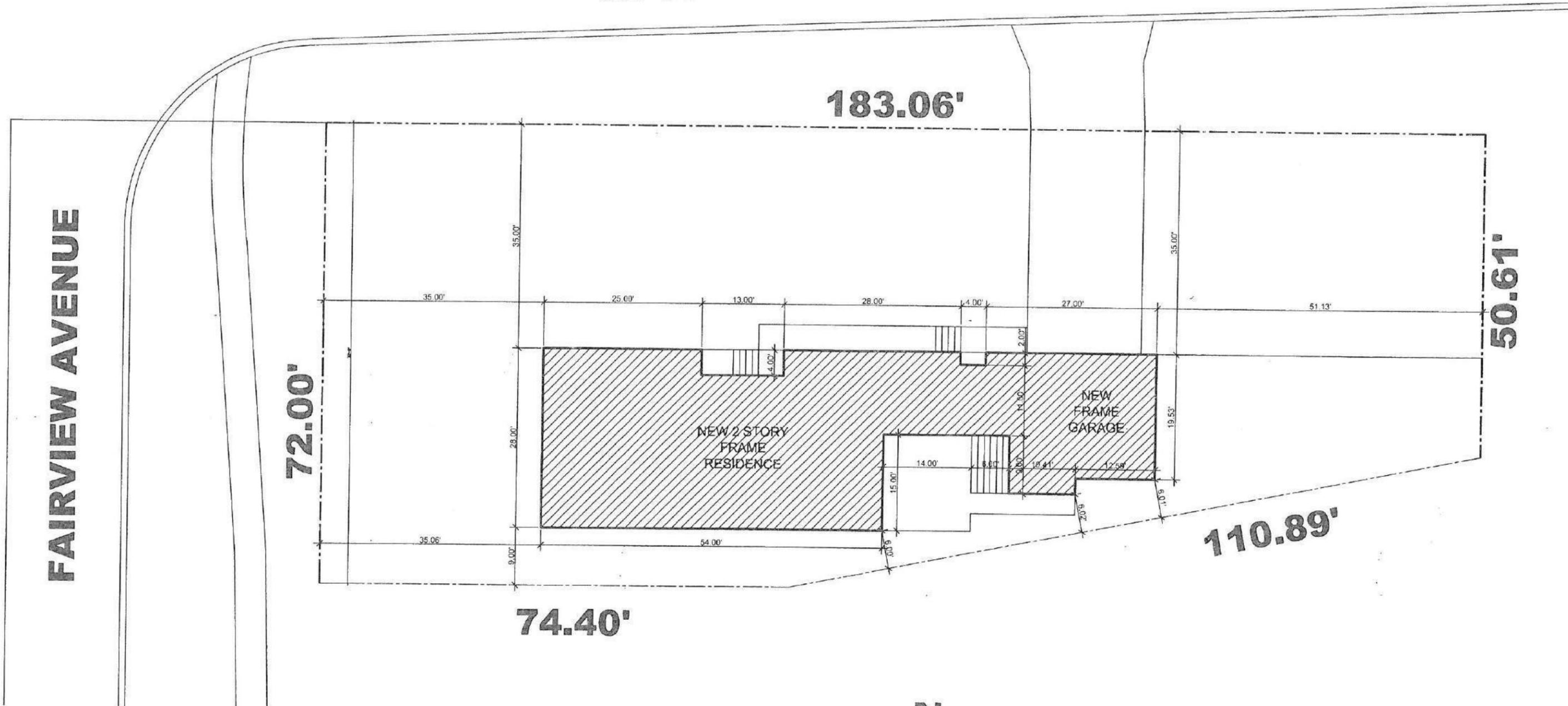
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003403
 MY LICENSE EXPIRES 11/30/2014

ORDERED BY: 2MB DESIGN STUDIO
 DRAWN BY: KB
 SURVEYED BY: ZM/AB
 ORDER NO: 14-275T

SCALE 1 INCH EQUALS 20 FEET
 DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF.

LOT 3
 (GOLFVIEW ADDITION TO DEER CREEK DOC. NO. R1978-104205)

W. 58TH STREET



FAIRVIEW AVENUE

72.00'

183.06'

50.61'

110.89'

74.40'

SITE PLAN

1/16"=1'-0"





125355 LEMONT RD. LEMONT, ILLINOIS 60439
 PHONE: (630) 739-0707 FAX: (630) 739-6080
 CHICAGO METRO AREA: (773) 581-9477 PHONE
 PROFESSIONAL DESIGN FIRM NO.184.005273
 EMAIL: SURVEYING@EOPOLINC.COM

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF DuPAGE)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS(ARE) THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS(HAVE) CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES(DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. FURTHERMORE, PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 ICS 205, THIS DOCUMENT SHALL SERVE AS THE SCHOOL DISTRICT STATEMENT TO THE BEST OF THE OWNER'S KNOWLEDGE, THE TRACT OF LAND DESCRIBED IN THE ATTACHED PLAT LIES IN THE FOLLOWING SCHOOL DISTRICT(S):

SCHOOL DISTRICT NAME AND ADDRESS _____
 (SCHOOL DISTRICT NAME AND ADDRESS) _____
 (SCHOOL DISTRICT NAME AND ADDRESS) _____
 DATED AT _____, ILLINOIS, THIS DAY OF _____ 20__

SIGNATURE OF OWNER OF TRACT _____ (SIGNATURE OF OWNER OF TRACT)

NOTARY PUBLIC

STATE OF ILLINOIS)
)SS
 COUNTY OF DuPAGE)

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ WHO IS(ARE) PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE(SHE)(THEY) SIGNED AND DELIVERED THE SAID INSTRUMENTS AS HIS(HER)(THEIR) OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF _____ OF _____ IN THE 20__ YEAR.

NOTARY PUBLIC _____ COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF DuPAGE)

THIS IS TO CERTIFY THAT I, _____, KENNETH A. KENNEDY, REGISTERED ILLINOIS LAND SURVEYOR NO. 035-003403, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 3 EXCEPT THE EAST 750 FEET OF LOT 3 AND EXCEPT THE NORTH 70 FEET OF LOT 3 (EXCEPT THE EAST 750 FEET THEREOF) IN DOWNERS GROVE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER THREE (ALSO KNOWN AS KELLOGG FARMS), BEING THE WEST 30 ACRES OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE RECORD THEREOF ON JANUARY 12, 1945 AS DOCUMENT 472729, IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE OF WESTMONT RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT THIS SUBDIVISION LIES WITHIN THE CORPORATE LIMITS OF SAID VILLAGE OF WESTMONT.

I FURTHERMORE CERTIFY THAT UPON COMPLETION OF MASS GRADING, IRON PIPES AND CONCRETE MONUMENTS SHALL BE SET AT ALL LOT CORNERS.

FURTHERMORE I DESIGNATE THE VILLAGE OF WESTMONT, OR ITS AGENTS, TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

GIVEN UNDER MY HAND AND SEAL AT _____ LEMONT, ILLINOIS, THIS _____ 19th DAY OF _____ AUGUST, 20__ 16



CERTIFICATE OF PLANNING AND ZONING COMMISSION

STATE OF ILLINOIS)
)SS
 COUNTY OF DuPAGE)

I, _____, CHAIRMAN OF THE VILLAGE OF WESTMONT PLANNING & ZONING COMMISSION, CERTIFY THAT ON THE _____ DAY OF _____ 20__, THIS PLAT OF SUBDIVISION WAS DULY APPROVED BY THE PLANNING AND ZONING COMMISSION.

BY THE _____ ATTEST: _____
 CHAIRMAN SECRETARY

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF DuPAGE)

I, _____, COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT. GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK, AT WHEATON, ILLINOIS, THIS _____ DAY OF _____ 20__.

COUNTY CLERK _____

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
)SS
 COUNTY OF DuPAGE)

I, _____, VILLAGE TREASURER OF THE VILLAGE OF WESTMONT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT WESTMONT, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ 20__

VILLAGE TREASURER _____

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF DuPAGE)

I, _____, VILLAGE CLERK OF THE VILLAGE OF WESTMONT, ILLINOIS, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF TRUSTEES OF SAID VILLAGE AT ITS MEETING HELD ON _____ 20__ AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND SEAL OF THE VILLAGE OF WESTMONT, ILLINOIS THIS _____ DAY OF _____ 20__

VILLAGE CLERK _____

DOWNERS GROVE SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF DuPAGE)

I, _____, EXECUTIVE DIRECTOR FOR THE _____ DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____ 20__

EXECUTIVE DIRECTOR _____

VILLAGE ENGINEER

STATE OF ILLINOIS)
)SS
 COUNTY OF DuPAGE)

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF WESTMONT, ILLINOIS, HEREBY CERTIFY THAT THE IMPROVEMENTS DESCRIBED IN THIS PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT WESTMONT, DU PAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ 20__

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
 COUNTY OF DUPAGE)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, AFORESAID ON THE _____ DAY OF _____ 20__, AT _____ O'CLOCK _____ M., AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

RECORDER _____

EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTMONT, ILLINOIS AND THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE OF WESTMONT, INCLUDING, BUT NOT LIMITED TO, COMED, AT&T, NICOR, AND COMCAST, AND FLAGG CREEK WATER RECLAMATION DISTRICT OR DOWNERS GROVE SANITARY DISTRICT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, OVER ALL OF THE AREAS MARKED "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR MARKED "P.U. & D.E." ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, OPERATE, AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, INCLUDING ELECTRICITY, SOUNDS AND SIGNALS, GAS PIPELINES, WATER PIPELINES, STORM AND SANITARY SEWERS, AND STORMWATER DRAINAGE PATHS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY, OVER, UPON, ALONG, UNDER, AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY AS NECESSARY. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE ANY TREES, ROOTS, SHRUBS, OR OTHER PLANTS ON SAID INDICATED EASEMENTS, AS MAY REASONABLY BE REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, THAT INTERFERE WITH THE OPERATION OF THE DRAINAGE PATH OR UTILITY, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. NO PERMANENT BUILDINGS OR OBSTRUCTIONS SHALL BE PLACED ON SAID INDICATED EASEMENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE(S), BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SAID EASEMENT SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. WHERE SAID INDICATED EASEMENTS ARE USED BOTH FOR DRAINAGE, SEWERS, AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION(S) SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF WESTMONT.

STORMWATER DETENTION EASEMENT PROVISIONS

ALL EASEMENTS INDICATED AS STORMWATER DETENTION EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTMONT FOR THE BENEFIT OF THE PUBLIC.

NO PERMANENT BUILDINGS OR OTHER OBSTRUCTIONS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME MAY BE USED FOR PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE OR FREE FLOW OF STORMWATER AND THE OPERATION OF THE STORMWATER MANAGEMENT SYSTEM. THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING THE DRAINAGE PATHS AND STORMWATER DETENTION APPLICABLE TO HIS LOT AND SHALL NOT MODIFY GRADES, SLOPES, OR STORMWATER MANAGEMENT FACILITIES WITHOUT HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE VILLAGE OF WESTMONT.

IN THE EVENT THE OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE OR STORMWATER DETENTION AREA EASEMENTS, THE VILLAGE OF WESTMONT AND ANY OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE SUBJECT PROPERTY AND ANY OWNER OF RECORD OF THE REAL ESTATE (OR PART THEREOF) SHALL, UPON TEN (10) DAYS PRIOR WRITTEN NOTICE, HAVE THE RIGHT TO PERFORM, OR HAVE PERFORMED ON ITS OR THEIR BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER DETENTION AREA WHICH IS REASONABLY NECESSARY TO INSURE ADEQUATE STORMWATER STORAGE AND FREE FLOW OF STORM WATER THROUGH THE DETENTION EASEMENT AREA.

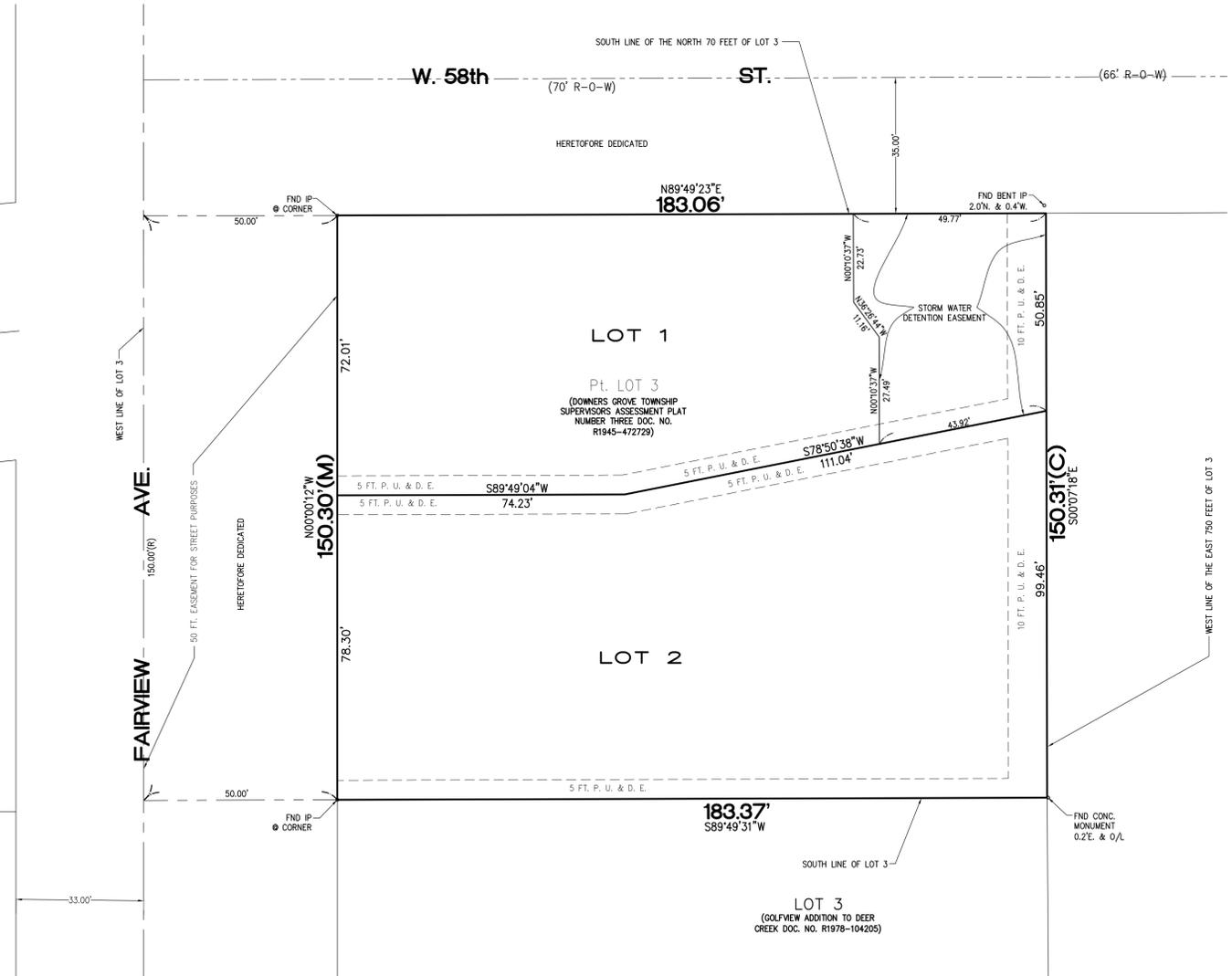
IN THE EVENT THAT THE VILLAGE OF WESTMONT OR ANY OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE SUBJECT PROPERTY OR ANY OWNER OF RECORD OF THE REAL ESTATE (OR PART THEREOF), SHALL BE REQUIRED TO PERFORM, OR HAVE PERFORMED ON ITS OR THEIR BEHALF, ANY MAINTENANCE WORK TO OR UPON THE DRAINAGE OR STORMWATER DETENTION AREA EASEMENT, THE EXPENSE THEREOF, INCLUDING ANY ADMINISTRATIVE COSTS, SHALL UPON RECORDED OF A NOTICE OF LIEN WITHIN SIXTY (60) DAYS OF COMPLETION OF THE WORK, CONSTITUTE A LIEN AGAINST HIS LOT WHICH MAY BE FORECLOSED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE VILLAGE OF WESTMONT AND/OR OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE SUBJECT PROPERTY AND/OR ANY OWNER OF RECORD OF THE REAL ESTATE (OR PART THEREOF).

58th STREET AND FAIRVIEW SUBDIVISION

OF
 PART OF

DOWNERS GROVE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER THREE (ALSO KNOWN AS KELLOGG FARMS), BEING THE WEST 30 ACRES OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

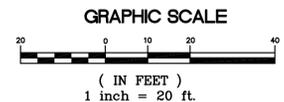
PIN # 09-16-107-015-0000



RETURN RECORDED ORIGINAL TO:

VILLAGE OF WESTMONT
 MUNICIPAL SERVICES
 31 WEST QUINCY STREET
 WESTMONT, IL 60559

FND = FOUND
 CONC. = CONCRETE
 IP = IRON PIPE
 N = NORTH
 S = SOUTH
 W = WEST
 E = EAST
 O/L = ON LINE
 R-O-W = RIGHT OF WAY
 P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT



COMMON ADDRESS: 5809 W. 58th STREET, WESTMONT, ILLINOIS

DATED: SEPTEMBER 16, 2014
 DATED: JANUARY 20, 2016
 DATED: JULY 5, 2016
 DATED: AUGUST 19, 2016

Memo

To: Village of Westmont
From: Napleton Porsche of Westmont – Planning and Zoning Concerns
Date: October 6, 2016

Napleton Westmont Porsche is writing this memo in response to the presentation made before the Planning and Zoning Board on September 14, 2016. There were various issues brought up as a cause of concern at that meeting which we have been able to address. They are listed below:

Concern 1: When construction commences, where will the employees and current inventory go?

Response 1: There will be enough parking available at the storage lot that was built at 115 E. Ogden Avenue. If that lot experiences overflow, those vehicles will go to our Aston Martin dealership which is located on Ogden just down the street in Downers Grove.

Concern 2: The parts delivery truck parks on Wilmette each day to do deliveries which can cause safety issues for residents. Will the site allow for a truck to flow through it?

Response 2: The new site plan allows for the Parts Delivery truck to pull into the lot, unload and leave through the Wilmette exit. This is illustrated through the provided engineering plans.

Concern 3: The auto dealers in Westmont have the car carriers deliver inventory to a designated area at Ty Warner Park. Where does Porsche have their vehicles delivered?

Response 3: The car carriers are already directed to Ty Warner Park and this is where all car deliveries are made. We are happy to have that as a written condition, if necessary.

Concern 4: Is Porsche okay with the service doors being closed at all times except when a car is entering or exiting the doors on the Ogden side?

Response 4: Napleton Porsche has decided to air condition the service area; therefore this should alleviate concerns about the shop doors being open. We are happy to agree to a condition if the village finds it necessary.

The other concerns that were raised that night were all answered adequately. These included items that Porsche has already addressed in regards to the Fire Department, Village Engineer and improvements made to Wilmette Street.

If there are any other noteworthy issues that come up, we are happy to work them out with Village to ensure that the productive partnership we have had in the past continues on with this new project.



**VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION
AGENDA ITEM**

MEETING DATE: September 14, 2016

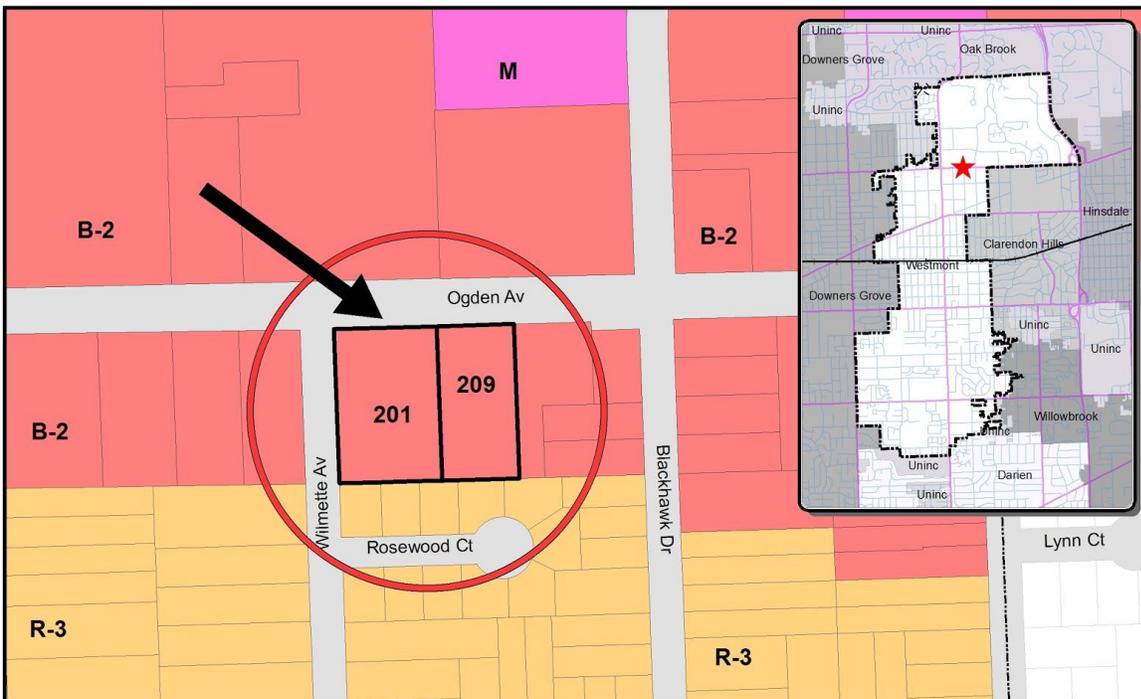
P/Z 16-021

TITLE: Napleton Westmont Porsche regarding the properties located at 201 and 209 East Ogden Avenue, Westmont, IL 60559 for the following:

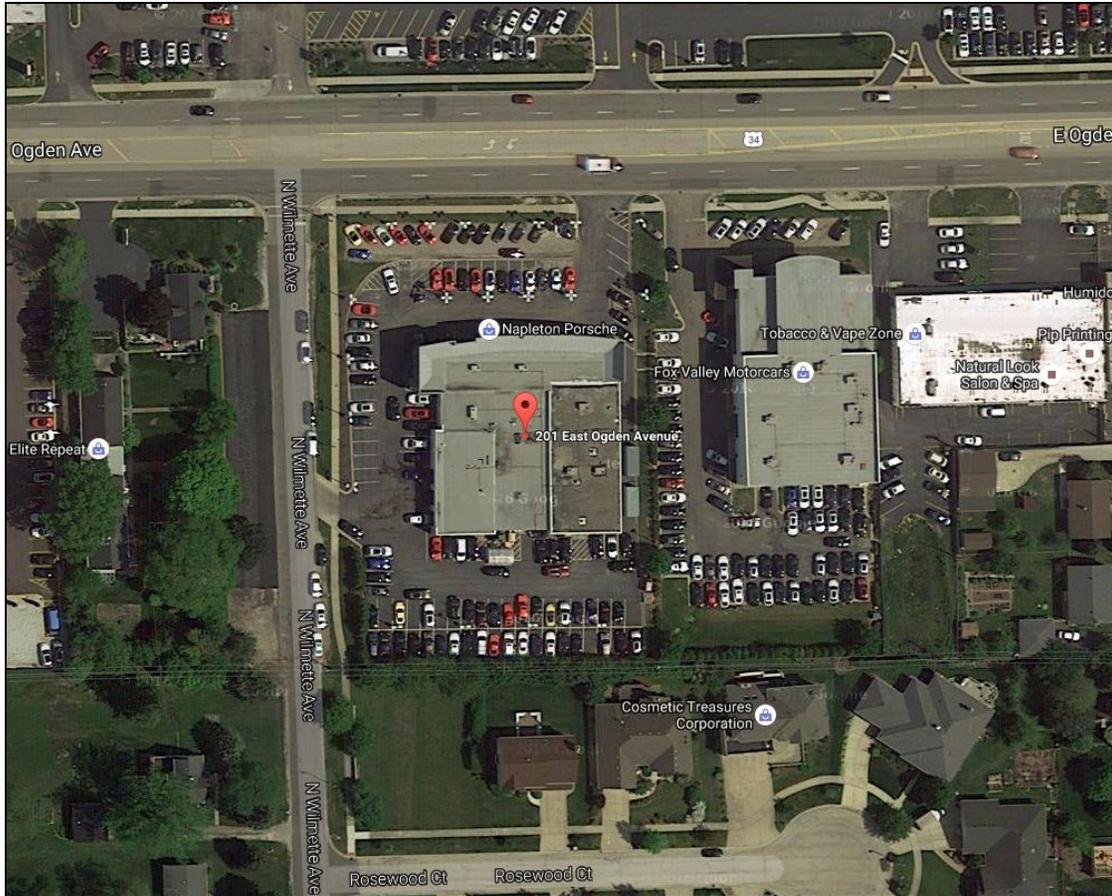
- (A) Special Use Permit request to operate an automotive dealership in the B-2 General Business District.
- (B) Zoning Code Variance request to increase the number of allowable signs.
- (C) Preliminary Plat of Subdivision to consolidate the properties into one lot.
- (D) Site and Landscaping Plan approval.

BACKGROUND OF ITEM

The subject lots are located on the southeast corner of East Ogden Avenue and North Wilmette Avenue. 201 East Ogden houses the existing Porsche dealership, and 209 East Ogden was formerly occupied by a Lamborghini dealership. The applicant purchased 209 East Ogden in anticipation of this proposed expansion.



Zoning Map - 201 and 209 East Ogden Avenue



Aerial Map - 201 and 209 East Ogden Avenue

The applicant has requested to expand the existing Porsche dealership at 201 East Ogden by combining the building with the adjacent building on 209 East Ogden. This structure would fill the gap between the two buildings and create a uniform facade to Ogden Avenue. New interior service bays would help to meet demand placed on the dealership as sales have increased. The parking lots would be improved and combined, relocating the existing on-site stormwater detention at 209 East Ogden to underground facilities. To facilitate this expansion, the two separate lots must be combined into one encompassing lot.

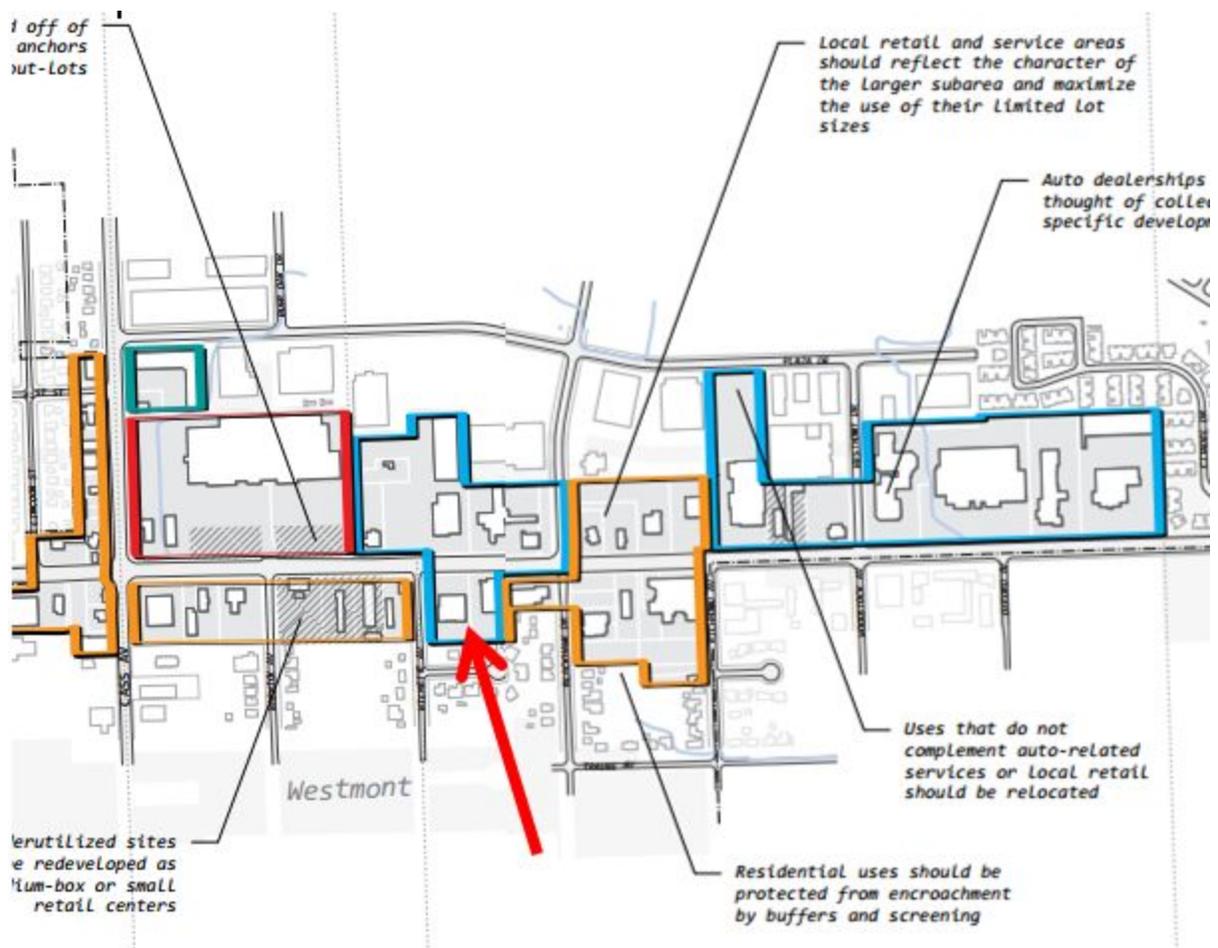
Additionally, the new facilities propose three signs when only two would be permitted, and a variance has been requested to allow for the additional signage.

ZONING ANALYSIS

The subject properties are located in the B-2 General Business District. Properties to the east, west and north are similarly zoned, and properties to the south are zoned R-3 Single Family Detached Residence District. To expand at this location, both a Special Use for the dealership and a Variance for signage are required and will be discussed in detail below.

Comprehensive Plan, Economic Development and Design Guidelines

The subject property is located in the “Auto Mile District” of the Ogden Avenue Subarea within Westmont. The Auto Mile District includes a mix of small to medium sized developments with businesses providing local goods and services, restaurants, and regional automobile sales centers. One of the goals of the Ogden Avenue Subarea is improving the image, appearance, and overall attractiveness of the corridor, and specifically within the Auto Mile District the goal is to create a more attractive environment so customers can easily access the auto dealerships. The Comprehensive Plan notes that uses that do not complement auto-related services or local retail should be relocated. In this case, the new facilities will support the Porsche dealership in terms of providing better service needs for customers and helping to meet parking requirements for the dealership. The site is not located in a TIF district.



Comprehensive Plan excerpt

Westmont's Economic Development Committee recommends improving the Village's streetscape appearance whenever possible. The applicant proposes street trees along the Ogden Avenue corridor which is an improvement staff has required for all of the recent auto dealership expansions, and should be a visual improvement along this corridor for years to come. Service areas are recommended to be located at the rear of buildings or completely enclosed, and this instance the service entrance is set back slightly from the front facade and integrated within the architecture. Landscaping is still in the process of being reviewed to ensure goals of screening and beautification are met while still allowing auto inventory to be visible from Ogden Avenue. The Comprehensive Plan Design Guidelines include "Special Considerations for Auto Dealerships" regarding cross access, attractive display of inventory, avoidance of gaudy signage and appropriate lighting. The applicant presented this project proposal to the Economic Development Committee on August 3, 2016, and received a unanimous positive recommendation. The Comprehensive Plan Corridor Design Guidelines are attached for reference.



Street View - 201 East Ogden Avenue - Porsche Dealership



Street View - 209 East Ogden Avenue - Former Lamborghini Dealership

Special Use Request

Appendix "A", Section 7.03(A)(8)(d) requires all automobile dealerships in the B-2 General Business District receive a special use and abide by the special condition of vehicle screening.

A Special Use Permit is requested for an automobile dealership at the proposed consolidated property created for the new construction. Although both new and used sales have occurred on individual parcels in the past with appropriate Village permissions, a special use permit is required for the new lot.

Automobile dealerships in the B-2 General Business District require a special use condition "that there shall be compliance with an approved landscaping plan providing for the screening from view of vehicles awaiting service or customer pickup; or provided that there shall be enclosed storage of all vehicles awaiting service or customer pickup."

The applicant states that the proposed landscape improvements along the perimeter of the property will adequately screen any vehicles on the property for service reasons, and proposed landscaping will be reviewed by the Village's consultant to ensure compliance with code requirements.

The ***Special Use standards*** are:

A proposed special use shall substantially meet the following standards in order to obtain the recommendation of the planning and zoning commission and approval of the board of trustees:

- (1) That the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
- (2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.
- (3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
- (4) That adequate utilities, access ways, drainage and/or other necessary facilities have been or are being provided.
- (5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- (6) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by

the village board pursuant to the recommendation of the plan commission.

Variance Request

Village code for signage permits that a corner business may have 2 wall signs in addition to a ground sign. As proposed, the applicant is requesting one additional ground sign to designate a service entrance. The sign would be located under the canopy of the facade. Overall signage for the site would not be exceeded, as 280 square feet would be permitted for ground signs, and both the existing and proposed sign would total 97 square feet.

SITE PLAN COMMENTS

The new facilities will combine the existing buildings and combine the separate parking lots. With just over 37,000 square feet, the facilities would require 62 spaces based on the required calculation of 1 space for every 600 square feet of floor area. The site plan provides approximately 95 spaces for parking and inventory. This would be in addition to the over 100 spaces that were created in 2015 when the applicant purchased and improved the lot at 115 East Ogden Avenue for employee parking and inventory storage. Although not all spaces are accessible to customers, the site has ample parking provided based on Village code requirements.

Landscaping comments are noted below by the Village's consultant. The parkway adjacent to Wilmette will be improved as a part of this project and trees will be planted along Ogden Avenue. Although preferred on the parkway along Ogden, the street trees will be installed on private property due to a limited parkway planting area.

Very little new stormwater detention is required as much of the construction is replacing existing asphalt. New asphalt is proposed to be installed where a detention pond currently exists on 209 East Ogden to maximize available parking, and the current detention along with any new requirements will be relocated underground.



Looking east along Ogden Avenue at existing facilities.

STAFF COMMENTS

Engineering/Public Works

Preliminary comments on the engineering plans from the Village Engineer and the Village's retained engineering consultant found no significant issues. Wilmette Avenue will be improved as a requirement of this project.

Landscaping

Landscape review found that improvements to tree planting locations are needed including trees along the southern property line. Additionally, staff notes that foundation plantings will need to be added adjacent to the building, or the required quantity of foundation plantings should be accommodated in other existing landscaped areas.

Fire Department

The fire department had initial concerns for access around the building and limitations of combining the fire suppression systems of the two separate buildings. The applicant has met with village staff and remedies to the concerns can be addressed through final site revisions and the general permitting process.

SUMMARY

The applicant seeks approval a signage variance, a plats of subdivision for consolidation, and site and landscaping plan approval in order to build a redeveloped automotive campus in the B-2 General Business District. The applicant will need to continue working with staff in order to meet engineering and landscape requirements prior to proceeding to the Village Board. The proposed use will enhance the existing Porsche dealership which significantly contributes to the Village's retail tax base.

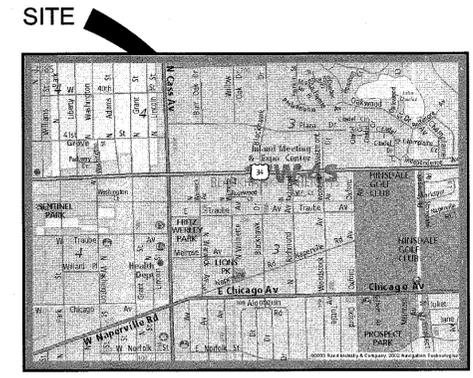
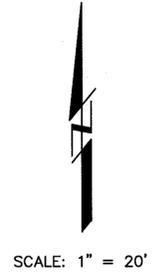
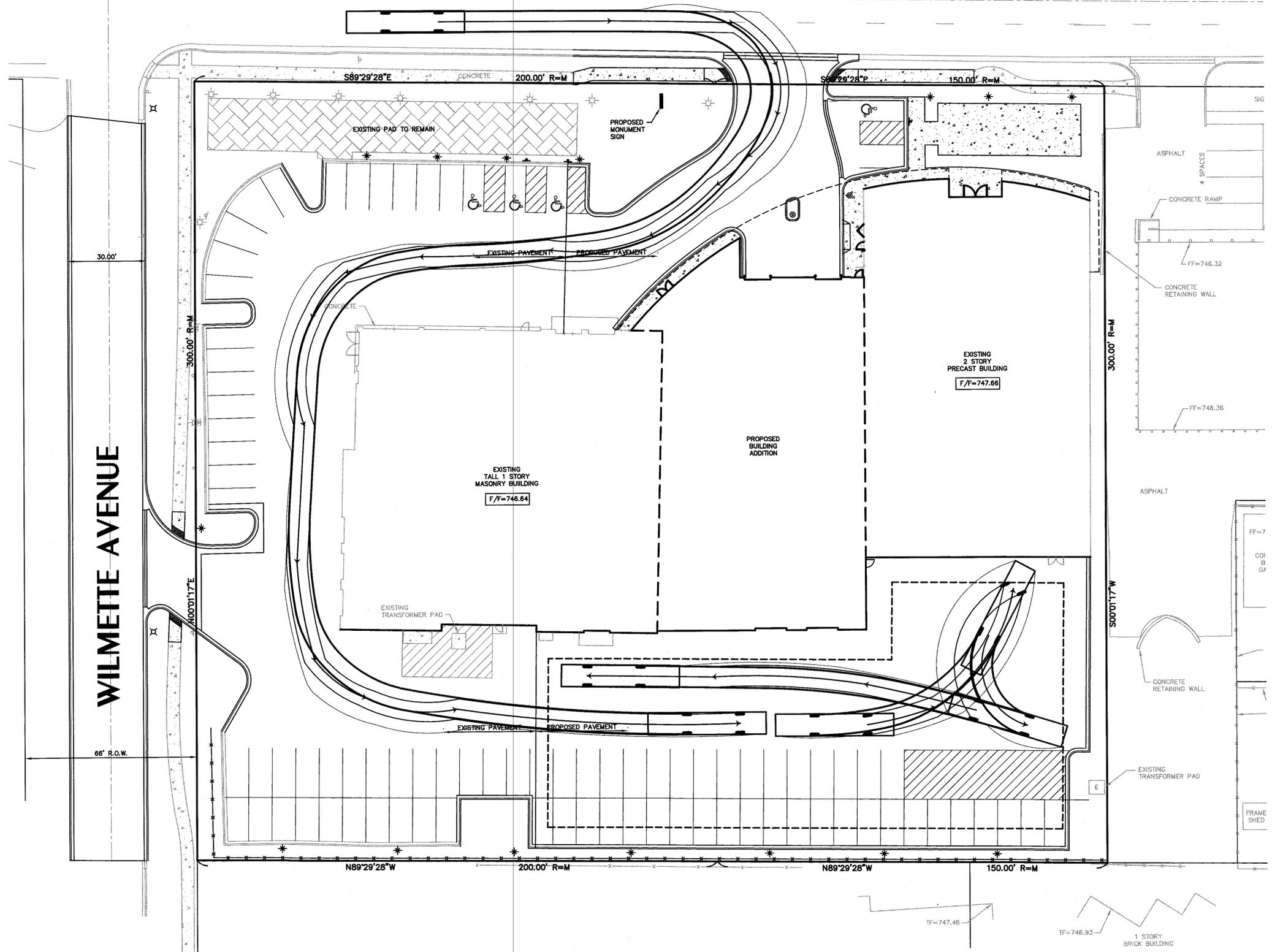
DOCUMENTS ATTACHED

1. Copy of the public notice as published in the August 31, 2016 edition of Westmont Suburban Life.
2. Staff review comments from Fire Prevention Bureau Director Larry Kaufman dated August 11, 2016, Village Engineer Noriel Noriega dated September 1, 2016, and Engineering, Traffic and Landscape consultant James Patterson dated August 29 , 2016.
3. Staff comments response, prepared by Intech Consultants Inc., dated September 9, 2016.

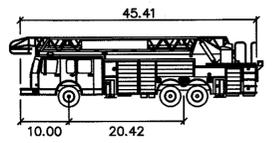
4. Application for variances, special use, subdivision, and site and landscaping approval dated May 06, 2016.
 - a. Preliminary Engineering Plan, Site Plan, and Plat of Consolidation, prepared by Intech Consultants Inc., dated August 4, 2016.
 - b. Plat of Survey, prepared by Intech Consultants Inc., dated May 16, 2016.
 - c. Landscape and Tree Survey Plans, prepared by Design Perspectives Inc., dated August 4, 2016.
 - d. Floor Plans and Elevations, prepared by RC Bowman Architecture, dated July 28, 2016.

ROUTE 34 (OGDEN AVENUE)

WILMETTE AVENUE



LOCATION MAP
NOT TO SCALE



WESTMONT		feet
Width	:	8.50
Track	:	8.00
Lock to Lock Time	:	6.00
Steering Angle	:	40.00

M:\CAD Projects\2008-005A\dwg\2008-005A SITE.dwg, PLOT: 8/27/2016 10:48:11 AM, SJP

INTECH CONSULTANTS, INC. ENGINEERS - SURVEYORS 1989 UNIVERSITY LANE, SUITE D LISLE, ILLINOIS 60532 PHONE: 630-964-5656 ILLINOIS REGISTRATION NO.: 184-001040	PER VILLAGE REVIEW DATED 9-1-16 DATE: 8-29-16 NO. 1 REVISION
NAPLETON GROUP ONE OAKBROOK TERRACE SUITE 600 OAKBROOK TERRACE, IL 60181	WESTMONT PORSCHE 201 E. OGDEN AVENUE WESTMONT, IL 60559
AUTOTURN ANALYSIS FIRE TRUCK	SCALE: 1"=20' DATE: 8-4-16 DRAWN: SJP DESIGNED: LGG PROJECT NO: 2008-005A SHEET 1 OF 1

FINAL PLAT OF SUBDIVISION TO CONSOLIDATE LOTS OF WESTMONT PORSCHE

PART OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 11 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



SCALE: 1" = 30'
BASIS OF BEARING - ASSUMED

ROUTE 34 (OGDEN AVENUE)

LEGEND

- CONCRETE MONUMENT SET
- - - EASEMENT LINE
- SUBDIVISION BOUNDARY LINE
- ▨ 5' EXISTING PUBLIC UTILITY EASEMENT RESERVED

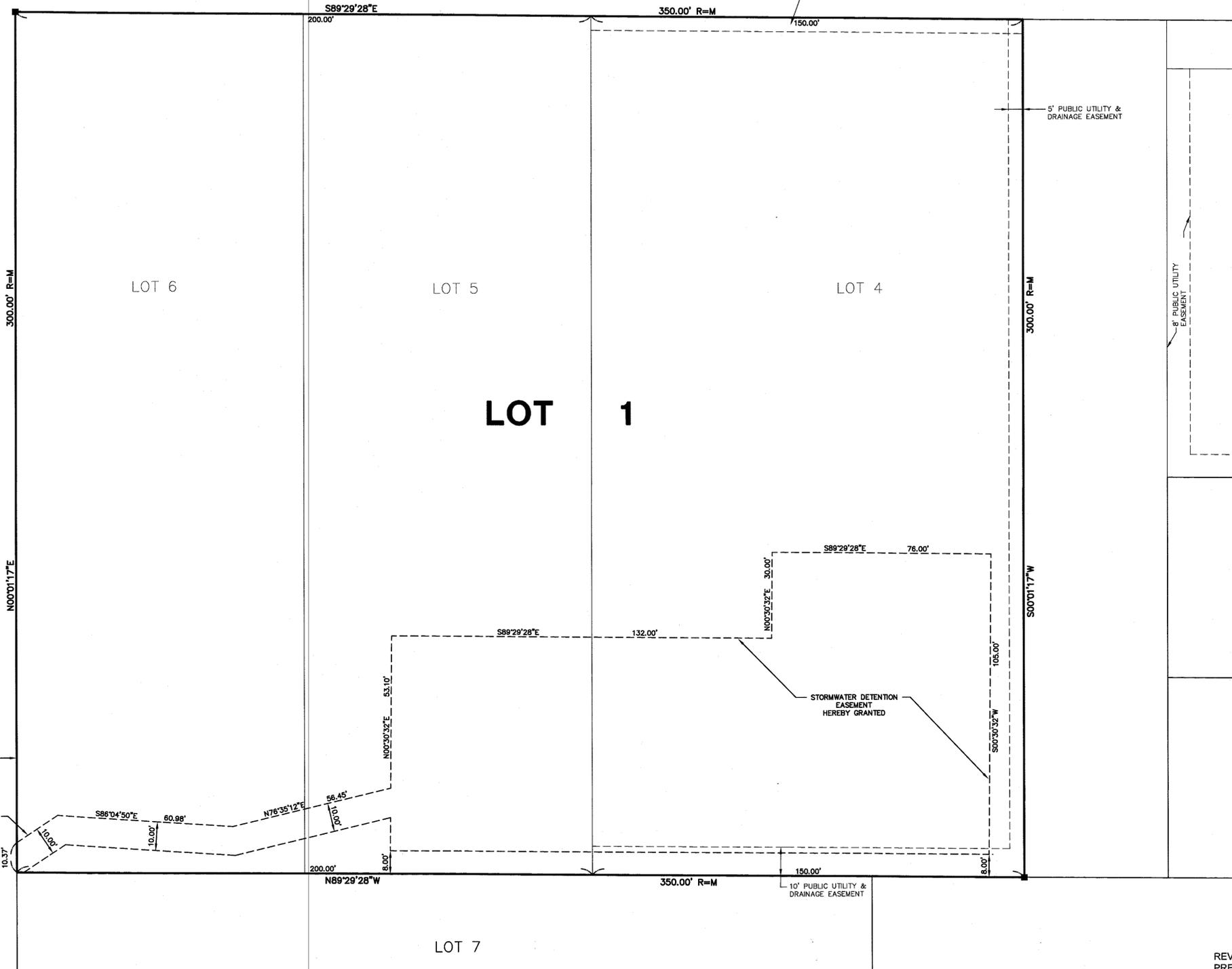
SITE AREA = 104,996 S.F. = 2.4104 AC.

RETURN RECORDED ORIGINAL TO:

VILLAGE OF WESTMONT
MUNICIPAL SERVICES
31 W. QUINCY STREET
WESTMONT, IL 60559

WILMETTE AVENUE

66' R.O.W.



INTECH CONSULTANTS, INC.

1989 UNIVERSITY LANE, SUITE D
LISLE, ILLINOIS 60532
PHONE: 630-964-5656

ENGINEERS - SURVEYORS
ILLINOIS REGISTRATION No. 184-001040

REVISED: 9-29-16
PREPARED: 8-4-16

SHEET No. 1 of 2

JOB No.: 2008-005A

PLAT OF VACATION

OF

PART OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN NUMBERS: 09-03-302-001
09-03-302-057

ROUTE 34 (OGDEN AVENUE)

SCALE: 1" = 30'
BASIS OF BEARING - ASSUMED



SITE LEGAL DESCRIPTION

LOT 1 OF FERRUCCIO SUBDIVISION, BEING A PART OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 21, 2006 AS DOCUMENT R2006-184216, IN DUPAGE COUNTY, ILLINOIS.

ALSO INCLUDING: LOTS 5 AND 6 IN BLOCK 4 IN ARTHUR T. MCINTOSH AND COMPANY'S WESTMONT ACRES, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER (EXCEPT THAT PART OF THE EAST HALF OF SAID SOUTHWEST QUARTER LYING SOUTH OF THE CENTER LINE OF NAPERVILLE ROAD); ALSO THE WEST HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 3, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1920 AS DOCUMENT NUMBER 145100, IN DUPAGE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE UNDERSIGNED, IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE THEREON INDICATED.

DATED THIS _____ DAY OF _____, A.D.,

ATTEST: _____ BY: _____

NOTARY PUBLIC

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY

THAT _____ WHO IS(ARE) PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE(SHE)(THEY) SIGNED AND DELIVERED THE SAID INSTRUMENTS AS HIS(HER)(THEIR) OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____,

NOTARY PUBLIC _____ COMMISSION EXPIRES _____

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

I, _____ VILLAGE CLERK OF THE VILLAGE OF WESTMONT, ILLINOIS, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF TRUSTEES OF SAID VILLAGE AT ITS MEETING HELD ON _____

AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND SEAL OF THE VILLAGE OF WESTMONT, ILLINOIS,

THIS _____ DAY OF _____,

VILLAGE CLERK _____

DU PAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, AFORESAID

ON THE _____ DAY OF _____ AT _____ O'CLOCK _____ M.,

AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____

RECORDER _____

SURVEYOR'S CERTIFICATE

THE ABOVE PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION FROM EXISTING RECORDS, MAPS AND PLATS.

DATED THIS _____ DAY OF _____, A.D., 20____

MARK STIMAC

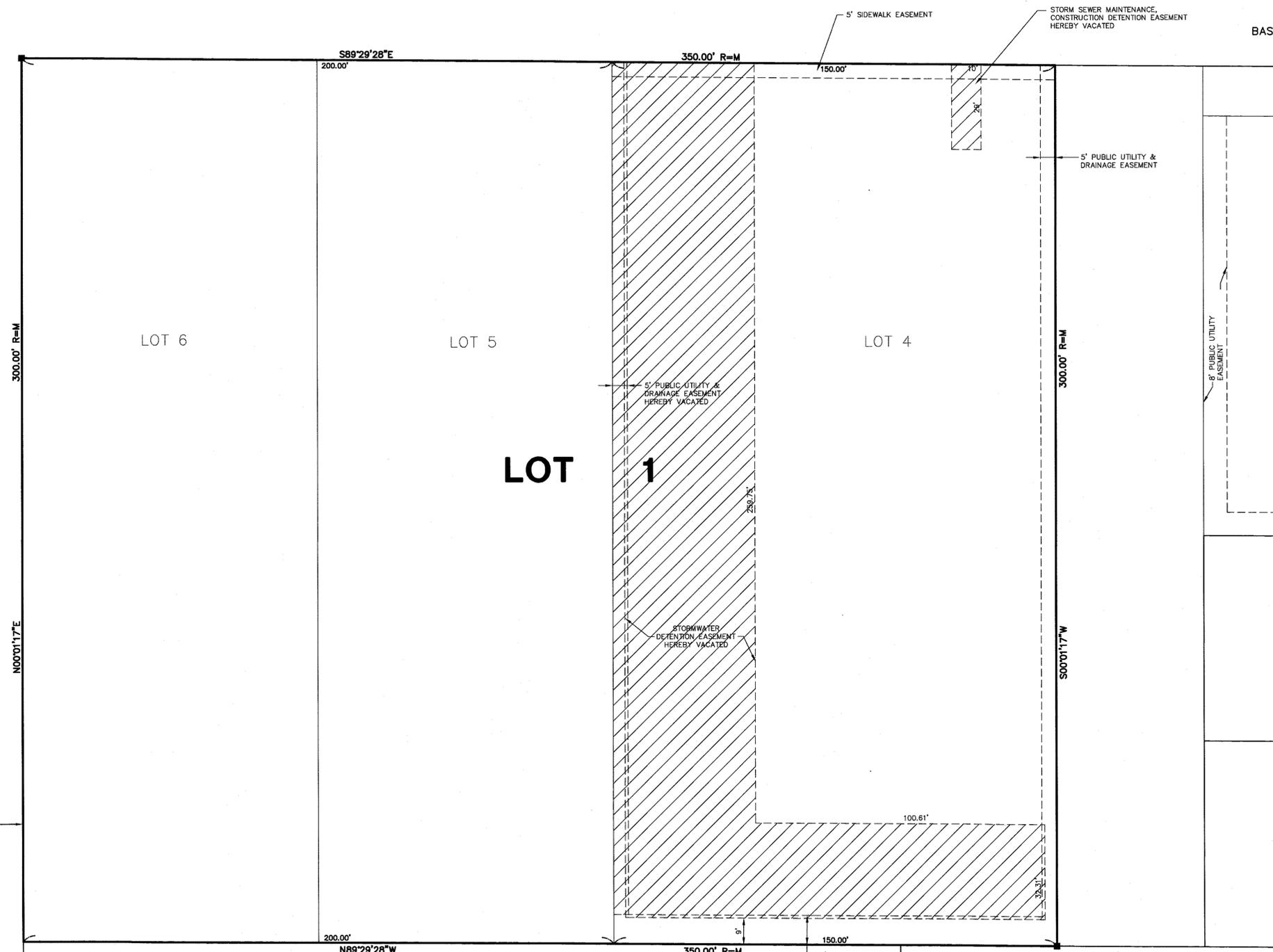
ILLINOIS PROFESSIONAL LAND SURVEYOR #35-2587
LICENSE EXPIRATION/RENEWAL DATE 11-30-2016

INTECH CONSULTANTS, INC.

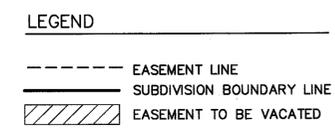
1989 UNIVERSITY LANE, SUITE D ENGINEERS - SURVEYORS
LISLE, ILLINOIS 60532
PHONE: 630-964-5656 ILLINOIS REGISTRATION No. 184-001040

PREPARED: 9-29-16

SHEET No. 1 of 1 JOB No.: 2008-005A



WILMETTE AVENUE



MICAD Project: 2008-005A\Map\2008-005A VAC PLAT.dwg, PLAT, 9/27/2016 12:09:17 PM, SJP

FINAL PLAT OF VACATION



ESI Consultants, Ltd.
Excellence, Service, Integrity

September 21th, 2016

Mr. Noriel Noriega, P.E.
Village of Westmont
31 West Quincy Street
Westmont, IL 60559

Feasibility Study and Design of a Regional Stormwater Management Facility

Dear Mr. Noriega:

ESI Consultants, Ltd is pleased to provide this proposal for the Feasibility Study and Design of a Regional Stormwater Management Facility Project (Project) to assist the Village of Westmont (Village) with engineering services pertaining to the assessment and design of a regional stormwater management facility adjacent to the Fire Station at 6015 S. Cass Avenue. The proposed regional stormwater management facility will replace the existing site detention at 6015 S. Cass Avenue, 6101 S. Cass Avenue and the adjacent parcel owned by the Village along Beninford Lane. This project and the design shall be in conformance with Village of Westmont (Village) standards. If you find this agreement to be acceptable, the executed copies of this letter, together with Attachment A - General Terms and Conditions attached hereto which set forth the contractual elements of this agreement, will constitute an agreement between the Village of Westmont (CLIENT) (Village) and ESI Consultants, Ltd. (ENGINEER) (ESI) for services on this project.

Understanding of the Project

The Village of Westmont seeks to expand the existing detention facilities, within the parcels mentioned above, into a regional stormwater management facility. The Village has purchased the property at 6101 S. Cass Avenue. The Village currently owns the adjacent parcel, Pin #0915311049, along Beninford Lane. It is the Village's intent to consolidate these parcels and combine and expand the detention facilities to provide a regional stormwater management facility for this portion of the Village. The facility will aid in promoting development of adjacent parcels by providing required detention for developers to "buy into" during their design/construction process. As part of this project ESI will perform Phase 1 engineering and alternatives analysis to determine the desirable configuration of the regional stormwater management facility within the site. Once the concept plan is approved, ESI will continue on with Phase 2 construction plans, specifications, estimates and stormwater permitting. Upon plan approval ESI will assist the Village during the bidding phase by coordinating and attending a pre-bid meeting, answering contractor questions and publishing addendums, and coordinating and attending the project bid opening. The Village anticipates completion of construction plans, specifications and estimates by March 1st, 2017.

BASIC SCOPE OF SERVICES

This proposal includes the following scope of services:

Task 1 – Phase I Preliminary Engineering

This task will include the following:

- **Project Kick-off Meeting:** The consultant team will meet with Village staff for a project initiation meeting to review the scope of services and project schedules. The purpose of the meeting will be to confirm project scope and priorities, establish communication protocols and to confirm the preliminary project schedule.
- **Gather Existing Information:** The Village will provide information related to any prior studies and reports, existing utilities including but not limited to storm sewer, water main, sanitary sewer, traffic signal plans including any interconnect systems within the area, and any additional data deemed pertinent to the ESI Team. The ESI Team will also coordinate with other known private utilities (ComEd, NICOR, AT&T, etc.) for existing plans. ESI will submit utility requests to verify the location, size and depth of facilities within the project limits. In addition, ESI will submit an Environmental Data Request and complete a preliminary environmental site assessment to determine the risk for contaminated soils and whether the project site will likely meet CCDD requirements. An EcoCAT consultation will be submitted to comply with IDNR requirements.
- **Geo-technical Analysis:** It is recommended that 10 soil borings be collected in the area of the proposed training ground/parking lot expansion and the regional stormwater management facility. These borings shall be to 15-feet below existing grade. The borings will be analyzed for structurally unsuitable soils, and CCDD testing (at a minimum a pH analysis). A geo-technical report will be prepared and an LPC #662 shall be drafted for approval by ESI Consultants, Ltd. It is anticipated that Rubino Engineering, Inc. will be sub-contracted to perform this work.
- **Field Investigation/Structure Inspection:** The ESI team will assess and catalogue the field conditions on the site. This includes inspections and measurements of the inverts/top of pipe for drainage, sanitary and water structures located within the project limits. This information will be included in the existing conditions and used during the design of the project. Video of the existing field conditions will also be taken to inventory and record the site conditions before construction.
- **Survey:** Topographic survey will be completed, in AutoCAD format, within the limits of the project site and 100-feet beyond each property line. General scope of the survey is:
 - Establish property lines, location of all improvements, topography over all 3 parcels including 100-foot overlap onto adjoining properties to the North, East, and South
 - Location of all utilities at surface level
 - Location and size of all trees within the property limits
 - All elevations are to be DuPage County Datum (NAVD 88) with site benchmarks set at reasonable intervals throughout the length of the job and noted on the final drawings
 - The coordinate system would be Illinois State Plane East Zone
 - A Plat of Consolidation
- **Wetland Determination/Delineation:** The existing basin along Beninford Lane and adjacent to the fire station contains wetlands that will be delineated. This wetland is associated with the existing basin and mitigation will be incorporated into the design of the regional detention facility, as needed.

- Investigate/Apply for Grant Funding Opportunities: ESI will investigate grant funding opportunities for the Village to receive funding assistance for this project. Programs to be researched include, but are not limited to: Illinois' Green Infrastructure Grant and DuPage County's Water Quality Improvement Grant. ESI will apply for funding assistance on behalf of the Village for applicable Grant opportunities. This task will include up to three grant applications
- Alternatives Analysis: ESI will analyze and propose up to three site configuration alternatives to the Village along with their recommended site configuration. The ultimate goal of the project will be to cost-effectively maximize the training ground/parking on the Fire Station site while optimally providing maximum reasonable volume for the regional stormwater management facility. Construction costs for the training ground/parking lot expansion and the stormwater management facility will be calculated separately at the request of the Village.
- Residential Lot Feasibility Study: An investigation shall be performed regarding the feasibility and benefits of re-purposing the existing Village-owned lot along Beninford Lane, which is currently a detention facility, into a residential lot. Analysis, performed by ESI, will be provided within the Phase 1 narrative.
- Preliminary Hydrologic Modeling and Calculations: As part of the regional detention facility design, preliminary calculations will be performed to estimate the size and design the proposed detention facilities. For this task the rational, or similar method will be utilized to complete the preliminary sizing and design of the detention facility.
- Preparation of Concept Plans: Once a preferred alternative is selected by the Village, ESI will prepare concept plans of the development for Village approval. Once approved, ESI will coordinate and staff a Public Meeting at a location provided by the Village. A pre-application meeting with DuPage County is also included in this task

Task 2 – Phase II Final Engineering

ESI Consultants, Inc. will prepare design plans and specifications in compliance with Village standards.

This task shall include the following:

- Preparation of Pre-Final (95%) Design Plans, Specifications, and Cost Estimates: this task includes preparation of pre-final design plans, specifications, and cost estimates for submittal and review by the Village of Westmont. The anticipated sheets to be included in this plan set are: Cover Sheet, General Notes, Quantities/Schedules, Grading Plan (2 sheets), Utility Plan (2 sheets), Erosion Control Plan (2 sheets), Geometric Plan (1 sheet), Lighting Plan (1 sheet), Landscape/Planting Plan, and Detail Sheet. Plans will be done in AutoCAD format.
- Final Hydrologic Modeling and Calculations: As part of the regional detention facility design, hydrologic modeling calculations will be performed to optimize the size and design of the proposed detention facilities. It is anticipated that HEC-1, XP-SWMM, StormCAD, or similar model will be utilized to complete the final sizing and design of the detention facility.
- Prepare Photometric Plan and lighting layout, including electrical power availability analysis. Finalize Photometric Plan.
- Technical Quality Assurance: the task includes internal review of the plans and specifications to ensure that the documents meet ESI Consultants, Inc. and the Village of Westmont design standards.

- Document review meetings with the Village: this task will include up to two (2) meetings with Village Staff to review plan submittals.
- Preparation of Final (100%) Design Plans, Specifications, and Cost Estimates: this task includes preparation of final design plans, specifications, and cost estimates for submittal and approval by the Village of Westmont.
- Village of Westmont & DuPage County Permitting: this task shall include preparing the Village of Westmont Permit Application and the revisions necessary to obtain a Village Permit. Due to any special management areas or other circumstances, if a DuPage County Permit is required this task will include preparation and acquisition of the DuPage County Permit.

Task 3 – Bidding Assistance

ESI Consultants, Inc. will assist the Village of Westmont in preparation of the bid package and solicitation of bids for this project.

This task shall include the following:

- Pre-Bid Meeting: The ESI Project Manager will coordinate and attend a pre-bid meeting for prospective bidders of the project. Meeting minutes will be taken and distributed to project plan-holders.
- Addendums: ESI will review questions from contractors and issue clarifications and/or addendums as appropriate during the bidding process.
- Bid Opening and Recommendations: ESI will attend the bid opening and record the bids as read. ESI will prepare a bid tabulation and recommendation letter for the Village's consideration when awarding a contract.

Clarifications

The scope of services, proposed schedule and associated fee includes the following assumptions:

- No Right of Way is required and no construction easements are required
- No hazardous waste remediation is required
- The project is not in an historic district
- No threatened and endangered species or other unique natural resources are impacted and no issues are identified from the information gathered in the EDR
- No construction phase services are included

Schedule

ESI will start services after receipt of CLIENT's acceptance of this proposal and Notice to Proceed. Based on the aforementioned assumptions, the Final Plans, Specifications, Cost Estimates and Permitting can be completed within 20 weeks of the Notice to Proceed provided that reviews by the Village are turned around in one week.

Additional Services

For clarification, the following items are not included in the scope of this agreement. Any work associated with these items, if requested, will be considered as Additional Services:

1. Construction Phase review or observation services

2. ROW Acquisition or easement platting
3. DuPage County DOT permitting

Client Responsibilities

CLIENT is to provide the following in a timely manner:

1. Guarantee and make all provisions for ENGINEER to enter upon public and private lands as required to perform the services under this agreement.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to ENGINEER's services for the Project.
3. Provide all criteria and full information as to CLIENT's requirements for the PROJECT, including objectives and constraints and performance requirements.
4. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including geotechnical reports, utility atlases and any other data relative to design or construction of the Project.
5. Furnish to ENGINEER, as required for performance of ENGINEER's Services, other special data or consultations not covered in Basic Services of the Engineer
6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
7. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
8. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
9. Bear all costs incidental to compliance with the requirements of this Section.

COMPENSATION

1. **Amount of Payment:**

For the work outlined in the Scope of Services described herein, the Village shall compensate ESI Consultants, Ltd in the lump-sum amount of **\$89,800.00**.

For additional, reduced or changed scope of services, the amount of payment shall be adjusted based on the ESI 2016 Naperville Standard Billing Rate Sheet hourly-labor-billing-rate-plus-reimbursable-expense basis. This rate sheet has been previously accepted by the Village.

Reimbursables are defined as travel and subsistence, printing, vehicles, testing apparatus, commercial services, courier expenses, telephone/fax and subconsultants.

2. **Statements:**

ESI will bill CLIENT monthly for the engineering services and reimbursable expenses covered under this base agreement. Payment is to be made within thirty (30) days of receipt of our

invoice. If CLIENT objects to any invoice submitted by us, CLIENT shall so advise us in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to CLIENT. ESI reserves the right to stop work on the PROJECT if our invoices are overdue by more than thirty (30) days. ESI shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. These financial arrangements are based on the orderly and continuous progress of the PROJECT.

It is necessary that CLIENT advise us in writing at an early date if CLIENT has budgetary limitations for the overall Project Cost or Construction Cost. ESI will endeavor to work within those limitations. If CLIENT requests, ESI will submit to CLIENT periodically during the report preparation phase of our services our opinions as to the probability of completing construction within CLIENT's budget and, where appropriate, request an adjustment in the budget or a revision in the extent, scope or quality of the PROJECT. ESI does not guarantee that our opinions will not differ from negotiated prices or bids. If CLIENT wishes greater assurance as to probable construction costs or if CLIENT wishes formal estimates, an independent cost estimator should be employed.

The proposal cost estimate for engineering services prepared by ENGINEER represents Engineer's best judgment as a design professional. It is recognized, however, that neither the Engineer nor the CLIENT has any control over the costs of changes required by the reviewing agencies or unforeseen conditions. Accordingly, ENGINEER cannot and does not warrant or represent that final costs will not vary from those stated above.

GENERAL CONSIDERATIONS

This proposal and the attached Attachment A - "General Terms and Conditions", hereto and incorporated therein, represent the entire understanding between CLIENT and ENGINEER in respect of the Project and may only be modified in writing when signed by both parties. If this proposal satisfactorily sets forth CLIENT's understanding of the arrangement between CLIENT and ENGINEER, please sign the enclosed copy of this letter in the space provided below and return it to ESI Consultants, Ltd. This proposal will be open for acceptance for thirty (30) days from the date hereon unless changed by us in writing.

We appreciate the opportunity to serve the Village of Westmont. If you have any questions regarding this proposal, please contact Anthony Bryant at (630) 470-7987.

Sincerely,

ESI CONSULTANTS, LTD

Village of Westmont

Signature

Anthony J. Bryant, P.E.
Project Manager

Title

Anthony Malone, P.E.
Vice President

Date





ESI Consultants, Ltd.
Excellence, Service, Integrity

September 21th, 2016

Mr. Noriel Noriega, P.E.
Village of Westmont
31 West Quincy Street
Westmont, IL 60559

Feasibility Study and Design of a Regional Stormwater Management Facility

Dear Mr. Noriega:

ESI Consultants, Ltd is pleased to provide this proposal for the Feasibility Study and Design of a Regional Stormwater Management Facility Project (Project) to assist the Village of Westmont (Village) with engineering services pertaining to the assessment and design of a regional stormwater management facility adjacent to the Fire Station at 6015 S. Cass Avenue. The proposed regional stormwater management facility will replace the existing site detention at 6015 S. Cass Avenue, 6101 S. Cass Avenue and the adjacent parcel owned by the Village along Beninford Lane. This project and the design shall be in conformance with Village of Westmont (Village) standards. If you find this agreement to be acceptable, the executed copies of this letter, together with Attachment A - General Terms and Conditions attached hereto which set forth the contractual elements of this agreement, will constitute an agreement between the Village of Westmont (CLIENT) (Village) and ESI Consultants, Ltd. (ENGINEER) (ESI) for services on this project.

Understanding of the Project

The Village of Westmont seeks to expand the existing detention facilities, within the parcels mentioned above, into a regional stormwater management facility. The Village has purchased the property at 6101 S. Cass Avenue. The Village currently owns the adjacent parcel, Pin #0915311049, along Beninford Lane. It is the Village's intent to consolidate these parcels and combine and expand the detention facilities to provide a regional stormwater management facility for this portion of the Village. The facility will aid in promoting development of adjacent parcels by providing required detention for developers to "buy into" during their design/construction process. As part of this project ESI will perform Phase 1 engineering and alternatives analysis to determine the desirable configuration of the regional stormwater management facility within the site. Once the concept plan is approved, ESI will continue on with Phase 2 construction plans, specifications, estimates and stormwater permitting. Upon plan approval ESI will assist the Village during the bidding phase by coordinating and attending a pre-bid meeting, answering contractor questions and publishing addendums, and coordinating and attending the project bid opening. The Village anticipates completion of construction plans, specifications and estimates by March 1st, 2017.

BASIC SCOPE OF SERVICES

This proposal includes the following scope of services:

Task 1 – Phase I Preliminary Engineering

This task will include the following:

- **Project Kick-off Meeting:** The consultant team will meet with Village staff for a project initiation meeting to review the scope of services and project schedules. The purpose of the meeting will be to confirm project scope and priorities, establish communication protocols and to confirm the preliminary project schedule.
- **Gather Existing Information:** The Village will provide information related to any prior studies and reports, existing utilities including but not limited to storm sewer, water main, sanitary sewer, traffic signal plans including any interconnect systems within the area, and any additional data deemed pertinent to the ESI Team. The ESI Team will also coordinate with other known private utilities (ComEd, NICOR, AT&T, etc.) for existing plans. ESI will submit utility requests to verify the location, size and depth of facilities within the project limits. In addition, ESI will submit an Environmental Data Request and complete a preliminary environmental site assessment to determine the risk for contaminated soils and whether the project site will likely meet CCDD requirements. An EcoCAT consultation will be submitted to comply with IDNR requirements.
- **Geo-technical Analysis:** It is recommended that 10 soil borings be collected in the area of the proposed training ground/parking lot expansion and the regional stormwater management facility. These borings shall be to 15-feet below existing grade. The borings will be analyzed for structurally unsuitable soils, and CCDD testing (at a minimum a pH analysis). A geo-technical report will be prepared and an LPC #662 shall be drafted for approval by ESI Consultants, Ltd. It is anticipated that Rubino Engineering, Inc. will be sub-contracted to perform this work.
- **Field Investigation/Structure Inspection:** The ESI team will assess and catalogue the field conditions on the site. This includes inspections and measurements of the inverts/top of pipe for drainage, sanitary and water structures located within the project limits. This information will be included in the existing conditions and used during the design of the project. Video of the existing field conditions will also be taken to inventory and record the site conditions before construction.
- **Survey:** Topographic survey will be completed, in AutoCAD format, within the limits of the project site and 100-feet beyond each property line. General scope of the survey is:
 - Establish property lines, location of all improvements, topography over all 3 parcels including 100-foot overlap onto adjoining properties to the North, East, and South
 - Location of all utilities at surface level
 - Location and size of all trees within the property limits
 - All elevations are to be DuPage County Datum (NAVD 88) with site benchmarks set at reasonable intervals throughout the length of the job and noted on the final drawings
 - The coordinate system would be Illinois State Plane East Zone
 - A Plat of Consolidation
- **Wetland Determination/Delineation:** The existing basin along Beninford Lane and adjacent to the fire station contains wetlands that will be delineated. This wetland is associated with the existing basin and mitigation will be incorporated into the design of the regional detention facility, as needed.

- Investigate/Apply for Grant Funding Opportunities: ESI will investigate grant funding opportunities for the Village to receive funding assistance for this project. Programs to be researched include, but are not limited to: Illinois' Green Infrastructure Grant and DuPage County's Water Quality Improvement Grant. ESI will apply for funding assistance on behalf of the Village for applicable Grant opportunities. This task will include up to three grant applications
- Alternatives Analysis: ESI will analyze and propose up to three site configuration alternatives to the Village along with their recommended site configuration. The ultimate goal of the project will be to cost-effectively maximize the training ground/parking on the Fire Station site while optimally providing maximum reasonable volume for the regional stormwater management facility. Construction costs for the training ground/parking lot expansion and the stormwater management facility will be calculated separately at the request of the Village.
- Residential Lot Feasibility Study: An investigation shall be performed regarding the feasibility and benefits of re-purposing the existing Village-owned lot along Beninford Lane, which is currently a detention facility, into a residential lot. Analysis, performed by ESI, will be provided within the Phase 1 narrative.
- Preliminary Hydrologic Modeling and Calculations: As part of the regional detention facility design, preliminary calculations will be performed to estimate the size and design the proposed detention facilities. For this task the rational, or similar method will be utilized to complete the preliminary sizing and design of the detention facility.
- Preparation of Concept Plans: Once a preferred alternative is selected by the Village, ESI will prepare concept plans of the development for Village approval. Once approved, ESI will coordinate and staff a Public Meeting at a location provided by the Village. A pre-application meeting with DuPage County is also included in this task

Task 2 – Phase II Final Engineering

ESI Consultants, Inc. will prepare design plans and specifications in compliance with Village standards.

This task shall include the following:

- Preparation of Pre-Final (95%) Design Plans, Specifications, and Cost Estimates: this task includes preparation of pre-final design plans, specifications, and cost estimates for submittal and review by the Village of Westmont. The anticipated sheets to be included in this plan set are: Cover Sheet, General Notes, Quantities/Schedules, Grading Plan (2 sheets), Utility Plan (2 sheets), Erosion Control Plan (2 sheets), Geometric Plan (1 sheet), Lighting Plan (1 sheet), Landscape/Planting Plan, and Detail Sheet. Plans will be done in AutoCAD format.
- Final Hydrologic Modeling and Calculations: As part of the regional detention facility design, hydrologic modeling calculations will be performed to optimize the size and design of the proposed detention facilities. It is anticipated that HEC-1, XP-SWMM, StormCAD, or similar model will be utilized to complete the final sizing and design of the detention facility.
- Prepare Photometric Plan and lighting layout, including electrical power availability analysis. Finalize Photometric Plan.
- Technical Quality Assurance: the task includes internal review of the plans and specifications to ensure that the documents meet ESI Consultants, Inc. and the Village of Westmont design standards.

- Document review meetings with the Village: this task will include up to two (2) meetings with Village Staff to review plan submittals.
- Preparation of Final (100%) Design Plans, Specifications, and Cost Estimates: this task includes preparation of final design plans, specifications, and cost estimates for submittal and approval by the Village of Westmont.
- Village of Westmont & DuPage County Permitting: this task shall include preparing the Village of Westmont Permit Application and the revisions necessary to obtain a Village Permit. Due to any special management areas or other circumstances, if a DuPage County Permit is required this task will include preparation and acquisition of the DuPage County Permit.

Task 3 – Bidding Assistance

ESI Consultants, Inc. will assist the Village of Westmont in preparation of the bid package and solicitation of bids for this project.

This task shall include the following:

- Pre-Bid Meeting: The ESI Project Manager will coordinate and attend a pre-bid meeting for prospective bidders of the project. Meeting minutes will be taken and distributed to project plan-holders.
- Addendums: ESI will review questions from contractors and issue clarifications and/or addendums as appropriate during the bidding process.
- Bid Opening and Recommendations: ESI will attend the bid opening and record the bids as read. ESI will prepare a bid tabulation and recommendation letter for the Village's consideration when awarding a contract.

Clarifications

The scope of services, proposed schedule and associated fee includes the following assumptions:

- No Right of Way is required and no construction easements are required
- No hazardous waste remediation is required
- The project is not in an historic district
- No threatened and endangered species or other unique natural resources are impacted and no issues are identified from the information gathered in the EDR
- No construction phase services are included

Schedule

ESI will start services after receipt of CLIENT's acceptance of this proposal and Notice to Proceed. Based on the aforementioned assumptions, the Final Plans, Specifications, Cost Estimates and Permitting can be completed within 20 weeks of the Notice to Proceed provided that reviews by the Village are turned around in one week.

Additional Services

For clarification, the following items are not included in the scope of this agreement. Any work associated with these items, if requested, will be considered as Additional Services:

1. Construction Phase review or observation services

2. ROW Acquisition or easement platting
3. DuPage County DOT permitting

Client Responsibilities

CLIENT is to provide the following in a timely manner:

1. Guarantee and make all provisions for ENGINEER to enter upon public and private lands as required to perform the services under this agreement.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to ENGINEER's services for the Project.
3. Provide all criteria and full information as to CLIENT's requirements for the PROJECT, including objectives and constraints and performance requirements.
4. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including geotechnical reports, utility atlases and any other data relative to design or construction of the Project.
5. Furnish to ENGINEER, as required for performance of ENGINEER's Services, other special data or consultations not covered in Basic Services of the Engineer
6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
7. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
8. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
9. Bear all costs incidental to compliance with the requirements of this Section.

COMPENSATION

1. **Amount of Payment:**

For the work outlined in the Scope of Services described herein, the Village shall compensate ESI Consultants, Ltd in the lump-sum amount of **\$89,650.00**.

For additional, reduced or changed scope of services, the amount of payment shall be adjusted based on the ESI 2016 Naperville Standard Billing Rate Sheet hourly-labor-billing-rate-plus-reimbursable-expense basis. This rate sheet has been previously accepted by the Village.

Reimbursables are defined as travel and subsistence, printing, vehicles, testing apparatus, commercial services, courier expenses, telephone/fax and subconsultants.

2. **Statements:**

ESI will bill CLIENT monthly for the engineering services and reimbursable expenses covered under this base agreement. Payment is to be made within thirty (30) days of receipt of our

invoice. If CLIENT objects to any invoice submitted by us, CLIENT shall so advise us in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to CLIENT. ESI reserves the right to stop work on the PROJECT if our invoices are overdue by more than thirty (30) days. ESI shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. These financial arrangements are based on the orderly and continuous progress of the PROJECT.

It is necessary that CLIENT advise us in writing at an early date if CLIENT has budgetary limitations for the overall Project Cost or Construction Cost. ESI will endeavor to work within those limitations. If CLIENT requests, ESI will submit to CLIENT periodically during the report preparation phase of our services our opinions as to the probability of completing construction within CLIENT's budget and, where appropriate, request an adjustment in the budget or a revision in the extent, scope or quality of the PROJECT. ESI does not guarantee that our opinions will not differ from negotiated prices or bids. If CLIENT wishes greater assurance as to probable construction costs or if CLIENT wishes formal estimates, an independent cost estimator should be employed.

The proposal cost estimate for engineering services prepared by ENGINEER represents Engineer's best judgment as a design professional. It is recognized, however, that neither the Engineer nor the CLIENT has any control over the costs of changes required by the reviewing agencies or unforeseen conditions. Accordingly, ENGINEER cannot and does not warrant or represent that final costs will not vary from those stated above.

GENERAL CONSIDERATIONS

This proposal and the attached Attachment A - "General Terms and Conditions", hereto and incorporated therein, represent the entire understanding between CLIENT and ENGINEER in respect of the Project and may only be modified in writing when signed by both parties. If this proposal satisfactorily sets forth CLIENT's understanding of the arrangement between CLIENT and ENGINEER, please sign the enclosed copy of this letter in the space provided below and return it to ESI Consultants, Ltd. This proposal will be open for acceptance for thirty (30) days from the date hereon unless changed by us in writing.

We appreciate the opportunity to serve the Village of Westmont. If you have any questions regarding this proposal, please contact Anthony Bryant at (630) 470-7987.

Sincerely,

ESI CONSULTANTS, LTD



Anthony J. Bryant, P.E.
Project Manager



Anthony Malone, P.E.
Vice President

Village of Westmont

Signature

Title

Date



Proposal

Grant and Richmond Flood Damage Mitigation Alternatives Investigation

September 29, 2016

Respectfully submitted by

Amec Foster Wheeler Environment & Infrastructure, Inc.

8745 W Higgins Rd, Suite 300, Chicago IL 60631

o 773-693-6030 • f 773-693-6039



Proposal

Grant and Richmond Flood Damage Mitigation Alternatives Investigation

Amec Foster Wheeler
Environment & Infrastructure, Inc.
8745 W Higgins Rd Suite 300, Chicago IL 60302

List of Proposal Contents

Project Understanding	1
Project Approach and Scope of Work	1
Deliverables	7
Assumptions & Comments	7

Project Understanding



amec
foster
wheeler

The Lebeck Park / Grant & Richmond area within the Village of Westmont was deemed one of six “Stormwater Management Areas of Concern” by the Village’s Community Stormwater Management Committee in October 2014. Portions of Lebeck Park and the area immediately surrounding the park experience frequent stormwater flooding. This results in the frequent closure of the intersection of Richmond Street and Grant Street due to standing water as well as house and yard flooding. In addition, the flooding impacts the use of Lebeck Park and surrounding sidewalks for extended periods following flood events.

The approximate geographic limits for this study are Quincy Street to the north, Adams Street to the west, Dallas Street to the south and Lincoln Street to the east. The project area includes a local depression which provides unintentional stormwater storage within Lebeck Park and the surrounding area. Stormwater stored within this depression escapes primarily through drainage into the existing storm sewer system draining to the east into Flagg Creek and, to a much lesser degree, as evaporation and infiltration.

The Village of Westmont wishes to have a flood investigation performed that will identify the cause, or causes, of flooding and evaluate alternative solutions to minimize the impact of flooding on both public and private property.

The goals of this planning study are to:

- ▶ Analyze the behavior of the existing stormwater management system serving the Lebeck Park / Grant Street and Richmond Street area;
- ▶ Define the flooding problems through hydrologic and hydraulic (H&H) modeling along with actual observations/anecdotal information;
- ▶ Define what a successful project “looks like”, that is, determine which flooding problems should be addressed and define the level of protection to be provided;
- ▶ Develop and evaluate alternative solutions that will achieve the Village’s definition of a successful project;
- ▶ Prepare a report summarizing the alternatives along with their costs.

Project Approach and Scope of Work

The following discussion provides a description of the overall approach to meeting the goals identified in the Project Understanding. Each major task is followed by specific subtasks in an effort to provide sufficient detail regarding the approach and identify relationships to other tasks. The project is divided into the following major tasks:

- TASK A: Data Collection
- TASK B: Analysis of Existing Conditions
- TASK C: Analysis of Alternatives
- TASK D: Preparation of Project Report
- TASK E: Project Management and Coordination

The project approach and scope of work that follows does not include design, permitting, or construction management/observation services.

TASK A: Data Collection

This task includes the collection and review of data related to the project. Data will be collected through a variety of sources including, but not limited to, the Village of Westmont, DuPage County, area stakeholders and various subconsultants collecting additional field data. Amec Foster Wheeler will coordinate the preparation of data requests with the Village of Westmont. Electronic data will be managed using either ArcGIS or AutoCAD. The following subtasks will be performed:



Subtask A.1

Collect and Review Available Mapping

Mapping data will be acquired from the Village of Westmont (see Item 14 on page 8 under Assumptions & Comments for a detailed summary of requested items). Data will be reviewed and cataloged in a project data library.

Subtask A.2

Collect and Review Sewer Atlases and As-Built Drawings

Storm sewer atlases and as-built drawings for select properties in the vicinity of Lebeck Park will be acquired from the Village. It is Amec Foster Wheeler's understanding that the Village's storm sewer atlas provides pipe connectivity and size information, but does not include rim and invert elevations or pipe shape information. Amec Foster Wheeler will review studies performed by others and as-built drawings to identify additional data needs (field survey to be performed under Subtask A.6). Amec Foster Wheeler will contact the Downers Grove Sanitary District to obtain the sanitary sewer atlas data for the project area.

Subtask A.3

Collect and Review Studies and Associated Hydrologic & Hydraulic (H&H) Models

The following studies will be used as supplemental information when performing the study:

- ▶ "Westmont Stormwater Master Plan" by Christopher B. Burke Engineering, Ltd. (CBBEL - 2011)
- ▶ "Westmont Green Infrastructure Feasibility Study" by Conservation Design Forum (CDF - 2015)

Complete copies of the studies (including appendices) and electronic copies of the H&H models (including associated mapping and figures) shall be provided by the Village of Westmont. Supporting mapping and supporting H&H calculations/documentation shall also be provided.

Subtask A.4

Collect and Review Historic Flooding Data

The Village shall provide questionnaire data collected after historic flood events affecting the Lebeck Park / Grant & Richmond area (e.g., including, but not limited to, the 2013 and 2011 flood questionnaires/responses). Additional questionnaires will be prepared and distributed by Amec Foster Wheeler if additional input is required from area residents. Any additional information such as drainage complaint records and other anecdotal information collected during flood events shall also be provided by the Village. The Village shall also provide information regarding the specific location(s) of high water marks associated with the April 17-18, 2013 flood event. These locations will be field surveyed under Subtask A.6.

Subtask A.5

Collect Precipitation Data

Local precipitation data for the April 17-18, 2013 flood event will be collected in order to develop the best representation of the spatial and temporal characteristics of the storm. Sources may include the Village of Westmont, neighboring municipalities, the USGS and DuPage County.



Subtask A.6

Collect Supplemental Field Survey Data (subconsultant – SEE ATTACHMENT A)

In order to construct a hydraulic model of the system, detailed survey information must be collected for existing pipes, overland flow routes/swales, and other hydraulic controls. In addition, high water mark data will be collected, where available, based upon information provided by the Village and other stakeholders for specific storm events. Amec Foster Wheeler assumes that much of the data for the existing stormwater management system is already available, such that Subtask A.6 is limited to supplementing the data collected for the studies referenced in Subtask A.3. The following table summarizes potential supplemental survey needs:

Item	Maximum Quantity	Comments
Hydraulic Structures (storm sewer)	50	<ul style="list-style-type: none"> ▶ Structure type (e.g, manhole, catch basin, inlet, etc.) ▶ Invert elevation ▶ Rim elevation ▶ Pipe size ▶ Pipe shape ▶ Pipe material ▶ grate/lid information (closed, open, type) ▶ Specialty structure info (restrictor, backflow preventer, etc.)
Cross Sections	5	Overland flow routes (assume approximately 200 ft length)
High Water Marks	5	
Building Low Entry Information	25	<ul style="list-style-type: none"> ▶ first floor elevation ▶ low entry points (window wells, walkouts, etc.)

Data collected as part of the field survey will be inducted into AutoCAD in order to develop work maps for the project.

Subtask A.7

Perform Storm Sewer Condition Investigation (subconsultant - SEE ATTACHMENT B)

Televise approximately 2500 lineal feet of storm sewer and prepare a summary of the condition of the existing system.

Subtask A.8

Perform Geotechnical Investigation (subconsultant - SEE ATTACHMENT C)

A geotechnical investigation will be performed in order to determine the variation in soil characteristics within Lebeck Park.

Subtask A.9

Perform Phase I Environmental Site Assessment - SEE ATTACHMENT D

A Phase I Environmental Site Assessment will be conducted to identify past uses and potential environmental issues associated with Lebeck Park.



TASK B: Analysis of Existing Conditions

Amec Foster Wheeler will develop a hydrologic and hydraulic model using the H&H models prepared by others as the foundation for the analysis. It is our understanding that both XP-SWMM and EPA SWMM were used to perform the previous studies mentioned in Subtask A.3. Amec Foster Wheeler will use XP-SWMM to simulate the performance of the stormwater management system (XP Software's Storm Water Management Model). XP-SWMM is well-suited for this application due to its ability to model the system dynamically allowing for the interaction of system elements such as overland flow channels, ponds and closed conduits. Bulletin 70 rainfall and the Huff quartile distributions will be used along with the hydrologic parameters (area, curve number, and time of concentration) to generate runoff for the 2-, 5-, 10-, 50-, and 100-year storm events. Details regarding the conveyance system (pipes and overland flow channels) as well as stage-storage-discharge characteristics for stormwater storage areas will be entered into the model in order to evaluate the hydraulic behavior of the system. The downstream boundary conditions for the stormwater management system will be developed based upon the modeling performed as part of the previous studies. The existing condition model will be calibrated using the April 17-18, 2013 storm event. The system performance will be checked against high water mark data and other anecdotal flooding information for the April 17-18, 2013 storm.

Subtask B.1

Bench Test Existing H&H Model(s)

The H&H models prepared by others will be tested without modification and the results compared to the output/results provided in the original studies. This will ensure that the models are producing the results that were used to make previous decisions. Discrepancies in model results can result from differences in software version, changes made to model input since the original study was performed and differences in computer hardware. If differences in the model results are identified, they will be investigated and a proper course of action determined.

Subtask B.2

Construct/Update Existing Condition H&H Model(s)

An existing condition XP-SWMM model will be constructed using elements of the XP-SWMM model prepared by others for the Westmont Stormwater Master Plan (2011). The 2011 model will be updated to the extent necessary to ensure that sufficient detail is included. The following tasks shall be performed as needed:

- ▶ Review and revise model study limits
- ▶ Review and revise model boundary conditions
- ▶ Review and revise watershed/subbasin delineation
NOTE: the three preceding bullet points include reviewing the potential for flow diversion to the St. Joseph Creek watershed
- ▶ Review and revise hydrologic parameters [Subbasin Area, Runoff Curve Number, and Time of Concentration (NRCS velocity method)]
- ▶ Review and revise link data (pipes, channels, orifices, weirs, etc.)
- ▶ Review and revise node data (manholes, catch basins, outfalls and other hydraulic junctions/terminal points as well as stormwater storage units)
- ▶ Review and revise synthetic precipitation depth and distribution information (Bulletin 70 rainfall depths with Huff distributions) and April 17-18, 2013 calibration event precipitation event hyetograph data.

The link and node system reflecting the individual model components will be constructed in XP-SWMM. This includes explicitly representing the storm sewer system, overflow routes, and existing stormwater storage areas (including areas of ponding above inlets and catch basins). This will also include the input of the hydrologic parameters and precipitation data for both the synthetic storm and calibration event evaluations. Appropriate boundary conditions will be established for the terminal points associated with the stormwater management system.



Subtask B.3

Run Existing Condition H&H Model

Once the model is constructed, the synthetic Huff storms will be used to debug the model. This evaluation will include performing a critical duration analysis for the 2-, 5-, 10-, 50-, and 100-year storms. The April 17-18, 2013 precipitation event will be used to calibrate the existing condition model. The purpose of the calibration is to ensure that the hydrologic parameters and the hydraulic system representation have been accurately described. The calibration will use high water mark data as the recorded data to be compared to the simulation results. After the model has been calibrated, the 2-, 5-, 10-, 50-, and 100-year critical duration storms will be run again to establish the baseline condition for the evaluation.

Subtask B.4

Flooding Problem Characterization

Flooding problems will be identified utilizing the results of the H&H analysis, questionnaire data, drainage complaint records, and other anecdotal flooding information provided by the Village (see data collected in Subtask A.4). A flood damage map will be prepared for the Lebeck Park / Richmond & Grant area. A summary of the type and identified sources of flooding for individual parcels will be prepared.

TASK C: Analysis of Alternatives

The analysis of alternatives will include developing clear project goals, identifying possible alternatives and evaluating the alternatives based upon H&H model simulation results and estimated costs.

Subtask C.1

Definition of Project Goals

Based upon the problem characterization prepared in Subtask B.4, Village staff and Amec Foster Wheeler will work together to define clear and measurable goals for what the Village perceives as a "successful" project. We anticipate having one meeting to discuss the following:

- ▶ Categorizing and prioritizing the problems identified in Subtask B.4 so that it is clear which of the problems must be addressed;
- ▶ Defining the desired level of protection for specific flooding problems to be addressed.

Subtask C.2

Definition of Alternatives

Based upon the sources of flooding, problem types and the project goals defined in Subtasks B.4 and C.1, a compilation of possible alternative solutions will be prepared. Where appropriate, the alternative definition will consider preliminary design criteria such as local regulatory constraints, design policy/guidance, and target level of protection.

Subtask C.3

Construct/Update Proposed Alternatives H&H Model

A proposed condition XP-SWMM model will be constructed for each alternative that includes proposed modifications to the stormwater management system. The model will be modified to reflect proposed changes to the conveyance and storage elements as well as any anticipated land cover changes. A maximum of three (3) proposed condition stormwater management system configurations will be evaluated using XP-SWMM.



Subtask C.4

Run Proposed Alternatives Condition H&H Model(s)

The synthetic Huff storms will be used to debug each of the alternative condition models. This evaluation will include performing a critical duration analysis for the 2-, 5-, 10-, 50-, and 100-year storms.

Subtask C.5

Prepare construction cost estimates

Proposed construction cost estimates associated with each alternative will be developed. Planning level quantities will be based upon work maps and models and therefore will be approximate. Unit costs will be taken from local bid tab information provided by the Village. Long-term operation and maintenance costs will also be estimated in order to develop a true cost for each alternative. This subtask also includes a preliminary constructability review of constructed alternatives.

TASK D – Preparation of Project Report

A project report will be prepared summarizing the results of the existing condition H&H evaluation, existing flooding problems, alternatives analysis and costs for each alternative. Exhibits will be included describing each of the proposed alternatives. A draft version of the report will be provided to the Village for review and comment (limited to one review and comment opportunity). One markup of the document shall be provided to Amec Foster Wheeler. Modifications will be made to the report, if necessary, and a final report will be prepared and provided to the Village.

TASK E – Project Management and Coordination

After the notice to proceed is issued, Amec Foster Wheeler will attend a kickoff meeting with staff from the Village of Westmont, in order to obtain pertinent data, finalize the project schedule and discuss the project approach. A field walk of the project area will be conducted on the same day as the kickoff meeting. One (1) stakeholder meeting will be scheduled in order to discuss the results of the alternatives analysis (participants will likely include Village of Westmont Public Works staff, representatives from the Westmont Park District staff and representatives from Community Unit School District 201. Three (3) project progress meeting will be scheduled with Village of Westmont Public Works staff during the project to review various technical aspects of the project such as data collection and modeling details. Amec Foster Wheeler will also attend one (1) Westmont Public School board meeting and one (1) Community Unit School District 201 to present alternatives to the respective boards. Amec Foster Wheeler will be responsible for the scheduling and coordination of all progress meetings and will coordinate with Village of Westmont staff to schedule the stakeholder meeting.

Amec Foster Wheeler will also provide the Village's project manager with weekly project progress reports summarizing budget status information, work performed to date, work to be initiated in the upcoming week as well as any issues that need to be resolved. These weekly updates ensure that Village and Amec Foster Wheeler staff remain in frequent contact so that they are able to monitor the project together, both technically and administratively, so that issues can be identified and addressed early, before they turn into large problems leading to budget overruns and delays.

The following tasks are also included under this task:

- ▶ Client coordination (phone and e-mail correspondence)
- ▶ PM Tool preparation and maintenance (task guidance, schedule, budget management/invoicing, responsibility matrix)



Deliverables

1. Electronic copies of hydrologic and hydraulic model and associated documentation
2. Project report (five hardcopies of the report and *.pdf copy)
3. Supplemental field survey data
4. Geotechnical report
5. Storm sewer condition information
6. Phase I environmental report
7. Exhibit(s) for stakeholder meeting

Assumptions & Comments

Item 1

Synthetic rainfall will be based upon Bulletin 70 rainfall depths applied using the Huff quartile rainfall distributions.

Item 2

The basis for the modeling will be the XP-SWMM model prepared by others. The H&H model will be provided by the Village and will be assumed to be in good working order, that is, it has been debugged and is in stable running condition. Amec Foster Wheeler will use this model as the foundation for this evaluation.

Item 3

H&H model updates related to the Lebeck Park / Grant & Richmond area will be limited to the area west of Cass Avenue.

Item 4

Amec Foster Wheeler will assume that the backflow preventer is in place for the existing/baseline condition. The backflow preventer will be installed at the intersection of Lincoln and Richmond.

Item 5

The number of alternative conditions that will be simulated using the H&H model will be limited to 3. Alternatives that require simulation might include, surface stormwater storage, underground level pool stormwater storage/vault, in-line pipe stormwater storage, etc.

Item 6

The field survey will not be a design-level survey (that will be required under Phase II/design). The Phase I survey will be limited to collecting supplemental data for the H&H simulation due to data being missing or suspicious (e.g., sewer rims, inverts, pipe sizes, materials, overland route cross sections, high water marks, and building low entry data).

Item 7

Identification of existing wetlands, threatened and endangered species, and existing wildlife habitat is not included in this scope.

Item 8

An Illinois Historic Preservation Agency consultation is not included in this scope.



Item 9

An investigation of flooding due to sanitary sewer system inflow and infiltration (including leaking lateral connections) is not included as part of this evaluation. In the event that the current sanitary sewer system is in poor condition, it is possible that the existing depressional storage utilizes the sanitary sewer system to drain.

Item 10

It is assumed that electronic versions of the H&H models prepared by CBBEL and CDF for previous studies will be provided in electronic format (that is, all associated input files and associated mapping). The Village shall provide this data to Amec Foster Wheeler.

Item 11

Quality checking is included within the task work (not included in the PM task)

Item 12

The client will assign a single point of contact to manage the project and provide direction to Amec Foster Wheeler project manager.

Item 13

The Village will pay all fees/charges for additional data needed as part of the study (these fees have not been included in the project budget).

Item 14

The Village of Westmont shall provide the data listed in the table below (at no cost) to Amec Foster Wheeler Environment & Infrastructure, Inc.

ITEM	COMMENT
1 ft contours (Westmont data)	Electronic data (*.shp and/or *.dwg)
2 ft contours (DuPage County data)	Electronic data (*.shp and/or *.dwg)
Aerial photography	Electronic data
Subbasin boundaries (CBBEL and CDF studies)	Electronic data (*.shp and/or *.dwg)
Roadway rights-of-way (ROW)	Electronic data (*.shp and/or *.dwg)
Road pavement boundaries	Electronic data (*.shp and/or *.dwg)
Building footprints	Electronic data (*.shp and/or *.dwg)
Parcel boundaries with PINs	Electronic data (*.shp and/or *.dwg)
Existing easements	Electronic data (*.shp and/or *.dwg)
Wetland boundaries	Electronic data (*.shp and/or *.dwg)
Storm sewer atlases (filename: STORM.DWG)	Electronic data (*.dwg)
As-Built or Record drawings (development within area)	Electronic data (*.shp and/or *.dwg)
CBBEL XPSWMM model (including all supporting calculations and data)	Electronic data
CDF SWMM model (including all supporting calculations and data)	Electronic data
Historic flooding questionnaires	Prefer electronic, but hardcopy ok.
Village drainage complaint records	Electronic data
High water mark data	Prefer electronic, but hardcopy ok.
Field survey data from previous studies	Prefer electronic, but hardcopy ok.
Westmont Stormwater Master Plan report (CBBEL)	Electronic
Westmont Green Infrastructure Feasibility Study (CDF) – specifically for Grant and Richmond area	Electronic
Local unit cost data for construction costs	Prefer electronic, but hardcopy ok.

ATTACHMENT A



September 14, 2016

GENERAL SCOPE

Provide surveying support services for a drainage study located in the Village of Westmont, Illinois in the vicinity of Lebeck Park.

Anticipated survey work will be approximately 50 hydraulic structures (structure type, rim/invert elevations, pipe sizes, pipe shape, pipe material, etc.), approximately 5 cross-sections at various locations of overland flow routes, survey of high water marks at 5 locations, and building low entry information at 25 locations (first floor elevation, low entry points such as window wells, walkouts, etc.). Surveys will be done to locate up to 5 soil boring / groundwater monitoring wells (location & elevation) in the vicinity of Lebeck Park.

Previously surveyed data is also anticipated to be used. LIN field crews will collect horizontal/vertical data for a few structures from previous surveys to verify correlate the surveys to match.

Survey work to be done utilizing RTK GPS and/or VRS for horizontal & vertical control consistent with previous survey work done on this project.

Entry into confined spaces is not included in this estimate.

Field Work	Verify / Check previous survey datum	8 MH
	50 hydraulic structures	32 MH
	Cross-Sections	16 MH
	High Water Marks	8 MH
	Building Low Entry	32 MH
Download / Process Survey Data / Plan Drafting		12 MH
	QC/QA	4 MH
	Administration	6 MH
	TOTAL:	118 MH

Summary of Deliverables	Field survey drawing in Microstation dgn format
	Copies of Field Books
	Photos of hydraulic structures and cross sections
	ASCII text file of all survey points (north, east, elevation, description)
	Spreadsheet listing the cross section data taken

DETAILED BREAKDOWN OF DIRECT COSTS

Cadd Hours	12 hrs X \$15/hour	\$ 180.00
Mileage	6 days x 10 miles/day x \$0.54	\$ 32.40
	TOTAL ESTIMATE:	\$ 212.40

September 14, 2016 Drainage Surveys - Westmont, IL

Classification	Rate	MH	Subtotal
Principal	\$ 70.00	6	\$ 420.00
Project Manager	\$ 67.40	4	\$ 269.60
PLS	\$ 46.23	12	\$ 554.76
Survey Technician	\$ 25.27	96	\$ 2,425.92
		118	\$ 3,670.28

Direct Labor Multiplier (DL x OH&P)

\$ 3,670.28 x 2.6549 = **\$9,744.23**

Direct Costs

Mileage 60 x \$0.54/mi. = \$ 32.40
CADD 12 x \$15/hr = \$ 180.00

Total = \$ 212.40

Total Contract = DLM + Direct Costs = **\$9,956.63**

ATTACHMENT B



Proposal

To: James Kessen, PE
AMEC Foster Wheeler
8745 W Higgins Rd
Chicago, IL 60631
773-380-8797

From: Todd Bonk - tbonk@visu-sewer.com
Visu-Sewer of Illinois, Inc
9014 S Thomas Ave
Bridgeview, IL
708-237-0340 - Office 708-774-5964 -
Cell

Date: 7/31/2016

Project: Storm Sewer CCTV Inspection

Visu-Sewer is pleased to offer the following service:

Jet cleaning, vacuum extraction of debris, and CCTV inspection of approximately 2,000 linear feet of various size storm sewer from 8-24" including a 14" x 23" elliptical pipe section in Westmont, IL for AMEC Foster Wheeler. Project shall consist of high pressure jetting of each pipe section, extracting captured debris using a high volume vacuum system, two copies of DVD's, and inspection reports with PACP codes.

Price - \$3.95 per linear foot
(Based on a minimum of 2,000 LF)

The Village of Westmont will need to provide access to all manholes, detailed maps, water from nearby hydrants (without charge), a dump site for captured debris, and traffic control beyond cones and signs.

Thank you for the opportunity to quote on your project.

If you have any questions please do not hesitate to contact us at 708-237-0340 (office) and 708-774-5964 (cell).

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer, Inc. is authorized to do the work as specified.

Date: _____ Signature: _____

www.visu-sewer.com

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI

ATTACHMENT C



August 25, 2015
Latest Revision: August 31, 2016

AMEC Foster Wheeler
8745 West Higgins Road, Suite 300
Chicago, Illinois 60631

Attn: Mr. James F. Kessen, P.E.
Water Resources Engineer

Proposal 15675_R2

Re: Geotechnical Subsurface Exploration
Lebeck Park Flood Investigation
Westmont, Illinois

Dear Mr. Kessen:

In accordance with your request, Geo Services, Inc. (an MBE / DBE / union / drilling / environmental / geotechnical engineering firm) is pleased to submit this proposal for the performance of geotechnical exploration in support of the Flood Investigation at Lebeck Park in Westmont, Illinois. The project includes a study of an approximate 3.5-acre area that includes the park and adjacent streets to evaluate the cause of frequent localized flooding and potential alternatives to alleviate the flooding problem.

Based upon the criteria described in the request for proposal and our subsequent discussions, Geo Services proposes the following scope of services for the project:

Scope of Services

- 1) Layout boring and pavement core locations.
- 2) Call J.U.L.I.E. and schedule joint meet to clear onsite utilities prior to our mobilization to the site.
- 3) Perform five (5) soil borings to a depth of 25 feet at the approximate locations shown on the attached site diagram. Final boring locations will be determined after a review of access and overhead and underground utilities have been identified.
- 4) Perform pavement cores at three (3) borings located within Richmond and Grant Streets.
- 5) Soil samples will be obtained at 2.5-ft intervals to a depth of 10 feet and at 5 feet intervals below this depth. Sampling will be in accordance with 2-inch diameter split spoon sampling methods. Boreholes will be backfilled with soil cuttings and pavements patched upon completion.
- 6) Upon completion of the drilling and sampling, install 2-inch diameter PVC ground water monitoring wells at 3 of the boring locations. Wells will consist of 10-foot long 0.010 slot Schedule 40 PVC well screen with flush coupled PVC riser pipe.
The riser pipe will extend about 3 feet above ground surface and be fitted with a locking cap. For the 2 wells within the park, temporary steel fence posts and snow fencing will be installed around the stick-up pipe to protect the well during the period that readings will be obtained. For 1 well in the street, a flush-mount protective steel cover will be installed.
- 7) Perform in-situ single ring infiltration tests near 2 select boring locations.

- 8) Complete routine laboratory testing on representative soil samples for classification purposes.
- 9) Prepare an initial geotechnical engineering report upon completion of the borings and infiltration tests.
- 10) GSI personnel will obtain water level readings in the wells on a monthly basis for a period of 12 months. Upon completion of the water level readings, we will return to the site to abandon the wells by cutting off the pipes below ground surface, filling with sand and plugging with bentonite chips and soil cuttings. The flush-mount cover for the well in the pavement will be left in place after the well pipe is plugged. *(Alternatively, some cost savings could be realized if Westmont public works personnel obtain the monthly readings and complete the well abandonments.)*
- 11) Update the geotechnical report with incorporation of the longer term water level data and any revisions that are warranted as a result of this data.

The following information will be included in the geotechnical investigation report:

1. Soil conditions
2. Ground water observations
3. Results of pavement cores
4. Laboratory soil classifications and field infiltration test results.
5. Discussion of subsurface conditions relative to storm water management options, such as, construction of a detention(dry) or retention(wet) basin, underground detention vault, porous pavement / infiltration system.
6. Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions.
7. Copies of boring logs, location diagram and test results.

Field Work Assumptions:

1. We have assumed that access to the boring locations will require use of an ATV-mounted drill rig and placing plywood sheets due to anticipated soft ground conditions.
2. No costs for permits or construction bonds have been included.
3. See #1 above. Cost for repair to landscaping or rutting due to vehicle traffic across the site is not included.
4. Traffic control will include signs and cones only. Cost for flaggers, if required, is not included in the proposal.
5. The work specifically does not include any environmental sampling or testing. Level D personal protection is assumed.
6. No fence removal, tree clearing or snow removal costs are included in this proposal. If access to the borings and/or project schedule require GSI to contract for these services, the corresponding additional fees will be invoiced to the client.
7. We understand that the Client will arrange for an access agreement, if needed, for GSI to enter property to perform the work.
8. Any private utilities are to be located prior to our mobilization to the site by property owner. If property owner is unwilling or unable to locate private utilities, GSI to be notified in advance by client. Additional costs to this proposal will be required to hire an independent utility locator to locate utilities. GSI is not responsible for hitting unmarked or incorrectly marked utilities.
9. Work can be performed during normal week day work hours, M - F, 8 AM – 5 PM.

On the basis of the scope of work outlined above and the unit charges indicated on the attached Cost Estimate of Geotechnical Services, we estimate that the cost of the geotechnical investigation will be **\$24,120.00**. The above cost estimate assumes that the labor rates for the drillers will need to be in accordance with the published prevailing wage rates (Illinois Prevailing Wage Act, 820 ILCS 130/2).

Any additional work will be performed at the appropriate unit charges or hourly rates indicated on our cost estimate of services. All work will be performed in accordance with the attached Terms and Conditions.

We appreciate the opportunity to provide geotechnical engineering services for you on this project and look forward to hearing from you when work is ready to begin. If there are any questions regarding the information submitted herein, please do not hesitate to contact us.

Very truly yours,
GEO SERVICES, Inc.



Stephen A. Bucher, P.E.
Senior Geotechnical Engineer



Andrew J. Ptak, P.E.
Office Manager

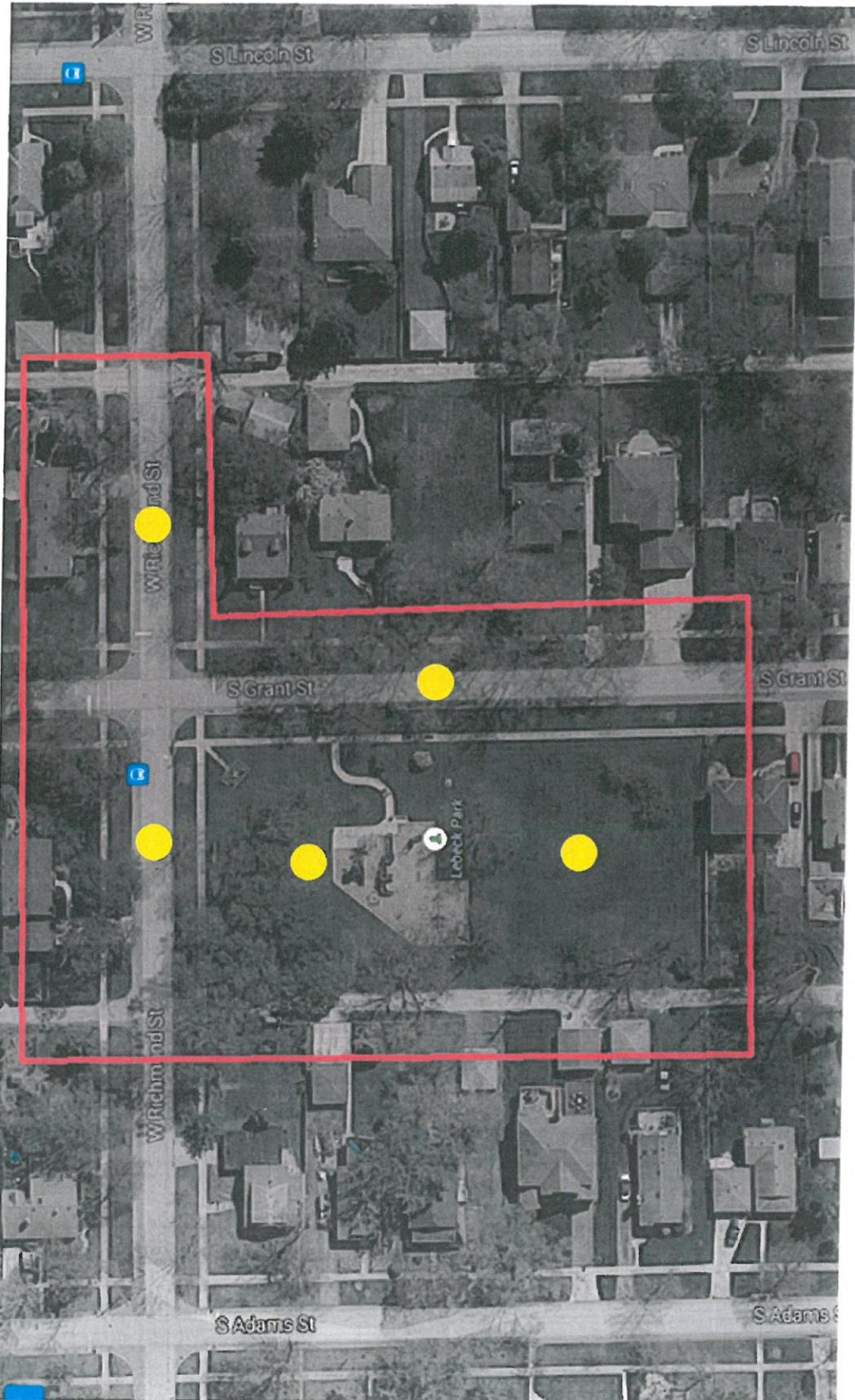
Enc.

ACCEPTED FOR AMEC FOSTER WHEELER

BY _____

DATE _____

APPROXIMATE PROJECT LIMITS



PROPOSED BORING LOCATIONS



COST ESTIMATE

CONSULTANT: Geo Services
 PROJECT: Lebeck Park, Westmont, IL
 PROPOSAL NO.: 15675_R2 2016 rates
 SCOPE: 5 borings @ 25 feet deep / 2 infiltration tests / install 3 monitor wells / WL readings / backfill wells
 DATE: August 30, 2016

	Description (1)	Unit (2)	Quantity (3)	Unit Cost (4)	Total Cost (5)
1	Drilling Services (Prevailing Wage)				
2	Mob / Demob - ATV drill rig	HOUR	8.0	\$ 150.00	\$ 1,200.00
3	Plywood sheets	L.S.	1.0	\$ 350.00	\$ 350.00
2	Drilling (2 man crew) (8-hrs)	DAY	3.0	\$ 2,400.00	\$ 7,200.00
3	Grout Materials	FT	-	\$ 6.00	\$ -
4	Drill Rig&Crew Standby/Delay Time	HOUR	-	\$ 300.00	\$ -
5	Drilling (2 man crew) - Overtime and Sat.	HOUR	-	\$ 450.00	\$ -
6	Drilling (2 man crew) - Sun. and Holidays	HOUR	-	\$ 600.00	\$ -
7	Backfill wells (Time & Material included)	EACH	3.0	\$ 750.00	\$ 2,250.00
7	Drilling-Additional Items				
8	Monitor Well materials	EACH	3.0	\$ 250.00	\$ 750.00
9	Field Technician/Engineer (for joint meet/boring layout)	HOUR	4.0	\$ 90.00	\$ 360.00
10	Water level readings (Technician plus vehicle) / per set	EACH	12.0	\$ 425.00	\$ 5,100.00
10	3" Shelby Tubes	EACH	4.0	\$ 25.00	\$ 100.00
11	Signage, Cones, Barricades	EACH	2.0	\$ 100.00	\$ 200.00
12	Permits	HOUR	-	\$ 90.00	\$ -
13	Support Truck/Vehicle	DAY	3.0	\$ 55.00	\$ 165.00
14	Core machine and Generator	DAY	1.0	\$ 150.00	\$ 150.00
15	Lights	DAY	-	\$ 75.00	\$ -
16	Overnight Delivery	EACH	-	\$ 25.00	\$ -
17					
18	Drilling Services - Subtotal				\$ 17,825.00
19					
20	Laboratory Testing				
21	Routine Sampling (vs. wc. hd. Pen)	EA	35.0	\$ 15.00	\$ 525.00
22	Atterberg Limits	EA	3.0	\$ 50.00	\$ 150.00
23	Particle Size Analysis	EA	3.0	\$ 100.00	\$ 300.00
24	Unconfined Compression - Rimac	EA	-	\$ 10.00	\$ -
25	UU Test	EA	-	\$ 100.00	\$ -
26	Dry Density	EA	-	\$ 5.00	\$ -
27	Organic Content	EA	-	\$ 100.00	\$ -
28	Consolidation Test (16 tsf)	EA	1.0	\$ 750.00	\$ 750.00
28	Laboratory Manager	HOUR	1.0	\$ 80.00	\$ 80.00
29	Laboratory Assistant	HOUR	-	\$ 60.00	\$ -
30					
31	Laboratory Testing Subtotal				\$ 1,805.00
32					
33	Engineering Analysis and Report				
34	Principal Engineer	HOUR	1.0	\$ 200.00	\$ 200.00
35	Project Manager	HOUR	4.0	\$ 150.00	\$ 600.00
36	Project Engineer	HOUR	24.0	\$ 90.00	\$ 2,160.00
37	CAD Professional	HOUR	8.0	\$ 90.00	\$ 720.00
38	Administrative Assistant	HOUR	3.0	\$ 60.00	\$ 180.00
39					
40	Engineering Analysis and Report Subtotal				\$ 3,860.00
41					
42	Project Coordination/Management				
43	Principal Engineer	HOUR	-	\$ 200.00	\$ -
44	Project Manager	HOUR	3.0	\$ 150.00	\$ 450.00
45	Project Engineer	HOUR	-	\$ 90.00	\$ -
46	CAD Professional	HOUR	-	\$ 90.00	\$ -
47	Administrative Assistant	HOUR	3.0	\$ 60.00	\$ 180.00
48					
49	Project Coordination/Management Subtotal				\$ 630.00

TOTAL	\$ 24,120.00
--------------	---------------------

GENERAL CONDITIONS

SECTION 1: SCOPE OF WORK: Geo Services, Inc. (GSI) shall perform the services defined in the Agreement and shall invoice the client for those services according to the rates and unit charges indicated in the Agreement. Any cost estimates stated in this Agreement shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. GSI will provide these additional services at the agreed upon rates and unit charges.

Rates for work beyond the scope of this Agreement and not covered in the Agreement can be provided. GSI can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the client. Fee schedules are valid for one year following the date of the Agreement unless otherwise noted. Initiation of services by GSI pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the client will furnish GSI with right-of-access to the site in order to perform the work. While GSI will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement. Unless otherwise agreed, the client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The client will furnish GSI with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. GSI reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the client in writing at the time the diagram is supplied. GSI reserves the right to terminate this Agreement if conditions preventing drilling at the specified locations are encountered which were not made known to GSI prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, GSI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold GSI harmless and indemnify GSI for any claims, payments or other liability, including costs and attorney fees, incurred by GSI for any damages to subterranean structures or utilities which are not called to GSI's attention and correctly shown on the plans furnished to GSI.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the client, or their representative to advise GSI of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which GSI may be provided or obtain while performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by GSI employees, agents or subcontractors.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS: GSI does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the client, and responsibility for proper transportation and disposal is the client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the client. The client shall purchase all such equipment and it shall be turned over to the client for proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: GSI will furnish three copies of the report to the client. The client will be billed for any additional copies requested. GSI will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by GSI relating to collection procedures on overdue accounts. Failure of client to abide by the provisions of this section will be considered ground for termination of this agreement by GSI.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GSI as instruments of service, shall remain the property of GSI unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: GSI shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". GSI shall not disclose such information without the client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of GSI against claims or liabilities

arising from performance of services under this agreement. GSI's obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by GSI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made by GSI and that the data, interpretations and recommendations of GSI are based solely upon the data available to GSI. GSI will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: GSI has adopted safety policy procedures for its personnel when providing services at known or suspected hazardous waste sites. GSI personnel will adhere to these procedures, as site conditions require. GSI is not responsible or liable for injuries or damage incurred by third parties who are not employees of GSI.

It is understood that GSI will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The client is responsible, after notification, for payment of time charges and expenses resulting from the required response by GSI to subpoenas issued by any party other than GSI in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY: The client agrees to limit GSI's liability to the owner, all construction contractors and subcontractors on the project and any third party arising from GSI's professional acts, errors or omissions, or omissions or breach of Agreement or other cause of action, such that the total aggregate liability of GSI to all those named shall not exceed \$10,000 or GSI's total fee for the services rendered on this project, whichever is greater, and client hereby releases GSI from any liability above such amount. The client further agrees to require of the contractor and his subcontractors an identical limitation of GSI's liability for damages suffered by the contractor or the subcontractor arising from GSI's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of GSI's professional acts, errors or omissions.

SECTION 14: INSURANCE: GSI carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to client upon request. Within the limits and conditions of such insurance, GSI agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of GSI, its employees, agents, subcontractors and their employees and agents. GSI shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. GSI shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff consultants employed by others, or other third parties who are not employees of GSI.

SECTION 15: INDEMNITY: The client acknowledges that GSI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against GSI and agrees to indemnify and save GSI, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to GSI's performance of services hereunder. Client and GSI agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: SAMPLES: GSI will retain all soil and rock samples that are transported to GSI laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at client expense upon written request.

SECTION 17: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 18: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GSI shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of GSI required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 19: PRECEDENCE: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding GSI's services.

ATTACHMENT D



**Proposal for Phase I Environmental Site Assessment (Phase I ESA)
Lebeck Park
Corner of Richmond Street and Grant Street
Westmont, Illinois**

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to submit this proposal to perform a Phase I Environmental Assessment (Phase I ESA) for the above-referenced property. Amec Foster Wheeler's understanding of this project is based upon your project overview provided to us. This proposal, including the Scope of Services, is specifically subject to the conditions and assumptions described below and in the attached Professional Services Agreement. If any of this information is incorrect, please notify us to allow us to revise our proposal, if necessary.

PROJECT INFORMATION

Amec Foster Wheeler has prepared this proposal to complete a Phase I ESA of Lebeck Park (subject property). The property is located at the southwest corner of Richmond Street and Grant Street in Westmont, Illinois. Lebeck Park is 1.3 acres vacant parkland containing a playground, picnic area and open play space

SCOPE OF WORK

Task 1 - Phase I ESA

A Phase I ESA will be conducted for the subject property. The purpose of a Phase I ESA is to evaluate the presence or potential presence of recognized environmental conditions (RECs) on the subject property as a result of present or past activities on the subject property or in the vicinity of the subject property. The Phase I ESA will be conducted in general accordance with the United States Environmental Protection Agency's (USEPA) All Appropriate Inquiry (AAI) Rule and ASTM International, Inc. (ASTM) E1527-13. The following scope of work has been prepared so that the completed Phase I ESA meets the requirements of ASTM Standard E1527-13 and will assist the Client in meeting the requirements of the US EPA AAI Rule.

Amec Foster Wheeler plans to conduct the following services for the subject property:

- **Review of available historical documentation:** A review of historical documentation will be performed for the subject property and surrounding areas to evaluate for potential RECs. The review may include aerial photographs, tax assessment records, historical maps, city directories, available building/water permits, and previous environmental reports prepared for the subject property. Amec Foster Wheeler intends to review property uses back to 1940, or to first developed use of the subject property as is reasonably ascertainable. As part of this review, Amec Foster Wheeler will be requesting that Client provide any commonly held information or knowledge about the subject property with regard to the history of the subject property and surrounding properties.

- **Interviews:** Amec Foster Wheeler will attempt to interview individuals who are likely to have material information regarding the potential for contamination at the subject property. ASTM E1527-13 requires that the "User" provide contact information for such individuals. As such, Amec Foster Wheeler will be requesting that the User provide contact information for key subject property managers and other individuals, as available, including past and present owners and operators who are likely to have material information regarding the potential for contamination at the subject property.
- **Reconnaissance of the subject property and vicinity surrounding the subject property:** Amec Foster Wheeler will perform a physical reconnaissance of the subject property; observation of surrounding properties for unusual soil or surface colorations, physical irregularities, noticeable refuse piles, evidence of aboveground and underground fuel storage tanks; and, an evaluation of current land use on the subject property and in the immediate vicinity of the subject property.

Review of federal, state, tribal, and local environmental records: Amec Foster Wheeler will conduct a review of files and published lists from selected local, state, and federal environmental regulatory agencies for records, lists, or other readily available sources of information. This review will be conducted to determine if the subject property or nearby properties are listed as having a known environmental issue, are under investigation, or are regulated by state or federal environmental regulatory agencies. In conducting this review, Amec Foster Wheeler will request a report from EDR, an independent data research company that provides specialized information on environmental records for individual properties. Amec Foster Wheeler will include an environmental lien search in the EDR requested scope.

The ASTM standard for Phase I Environmental Site Assessments (ASTM 1527-13) includes a requirement for a lien search in the scope of work to determine if environmental liens are present on the property. The lien search cost per parcel is \$185 (additional same owner parcels are \$50 after the first parcel). Amec Foster Wheeler has included the cost to obtain one lien search. If it is determined that the property was split into other parcels in the past, additional lien searches may be required at additional cost. Amec Foster Wheeler will notify you for approval prior to initiating any additional lien searches.

Amec Foster Wheeler will list regulated facilities within radii specified by ASTM E 1527-13. We will also review regulatory files for the subject property and adjacent properties if listed as regulated facilities and if the records are expected to provide valuable information with regard to the environmental status of the subject property. It should be noted that there can be additional time necessary to obtain such records; this should be accounted for in the overall schedule for completion of the Phase I ESA when possible. If not possible, Amec Foster Wheeler will note the data gap and follow up upon receipt if the content of the file would change the conclusions of the Phase I ESA report.

- **User Provided Information:** In order to complete the Phase I ESAs according to the USEPA's AAI Rule and ASTM Standard E1527-13, the User will be requested to provide the following information to Amec Foster Wheeler for the subject property:
 - **Identification of environmental liens or activity and use limitations associated with the subject property.**
 - **Consideration of purchase price vs. fair market value of the subject property.**
 - **Consideration of specialized knowledge.** Specialized knowledge that Client may have regarding the subject property or operations at the subject property must be considered. This would include inherent information that the User might have because of similar facilities it owns or operates or because of the type of work performed at the subject property.
 - **Consideration of commonly known information about the subject property.** Commonly known information about the subject property must be considered by both the User and Amec Foster Wheeler. Commonly known information could be identified through interviews, website information, newspaper articles, and other information commonly and publicly known about the subject property.
- **Review of published literature on the soils, geology, and hydrogeology in the vicinity of the subject property.**
- **Phase I ESA narrative report:** One Phase I ESA report will be prepared for the subject property. The Phase I ESA report will include vicinity and site-specific maps, discussion, findings, opinion, and conclusions. The report also will include a statement on the qualifications of the individuals at Amec Foster Wheeler who performed the Phase I ESAs as Environmental Professionals.

EXCLUSIONS

Our scope of work does not include:

- Asbestos-containing building materials;
- Radon;
- Lead-based paint;
- Lead in drinking water;
- Wetlands;
- Regulatory compliance;
- Cultural and historic resources;
- Industrial hygiene;
- Health and safety;
- Ecological resources;
- Endangered species;
- Indoor air quality;
- High-voltage power lines;
- Mold;
- Purchase price vs. fair market value evaluations; and
- Third-party lender requirements.

These services can be provided, if requested, under separate cover.

ASSUMPTIONS

Amec Foster Wheeler will perform this work using a one person for one day for the site visit. Site reconnaissance will consist of a combination of driving and walking where warranted.

LIMITATIONS

A Phase I ESA does not guarantee an environmentally "clean" site, but rather gives a preliminary indication whether further environmental work may be needed by utilizing available data on the area.

Additionally, it should be noted that completion of an ASTM E1527-13 standard Phase I ESA does not provide full CERCLA liability protection. Under the AAI Rule, the entity seeking one of the CERCLA liability protections also must meet continuing obligations as defined in the 2002 Brownfields Amendments.

This report will be prepared for the exclusive use of Client. Any use which a third party might make of the report, or any reliance on or decisions that may be made based on it, will be the responsibility of the third party. Should additional parties request reliance on our report, written authorization from Amec Foster Wheeler will be required. With respect to third parties, Amec Foster Wheeler will have no liability or responsibility for losses of any kind whatsoever, including direct or consequential financial effects on transactions or property values, or requirements for follow-up actions and costs.

Our report will be based on data and information collected during the Phase I ESA on the date of the site visit, supplemented by a review of historical information and data obtained by Amec Foster Wheeler as described in the report. Except as otherwise specified, Amec Foster Wheeler will disclaim any obligation to update our report for events taking place, or with respect to information that becomes available to Amec Foster Wheeler after the time during which Amec Foster Wheeler conducted the Phase I ESA. In evaluating the property, Amec Foster Wheeler will be relying in good faith on information provided by other individuals. Amec Foster Wheeler will assume that the information provided is factual and accurate. In addition, the findings in our report will be based, to a large degree, upon information provided by the current owner/occupant. Amec Foster Wheeler accepts no responsibility for any deficiency, misstatement or inaccuracy contained in this report as a result of omissions, misinterpretations or fraudulent acts of persons interviewed or contacted.

Amec Foster Wheeler will make no other representations whatsoever, including those concerning the legal significance of its findings, or as to other legal matters touched on in our Phase I ESA, including, but not limited to, ownership of any property, or the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretation and change. Such interpretations and regulatory changes should be reviewed with legal counsel.

Water Rate Comparison

	Current Rates	Proposed Rates
Residential		
In-Town		
1st 1,000 gallons	13.72	14.64
All over 1,000 gallons	8.72	9.64
Out of Town		
1st 1,000 gallons	16.25	17.17
All over 1,000 gallons	11.25	12.17
Commercial		
In-Town		
1st 1,000 gallons	14.72	15.64
All over 1,000 gallons	9.72	10.64
Out of Town		
1st 1,000 gallons	17.25	18.17
All over 1,000 gallons	12.25	13.17

Deputy Liquor Commissioner/ Civilian Position (Part-time)

DISTINGUISHING FEATURES OF WORK

Subject to administrative approval and under the supervision of the Liquor Commissioner (Mayor) with accountability to the Village Manager, manages preliminary investigations, and related activities required for the detection, prevention, and suppression of illegal activities applicable to Chapter 10, Liquor Code of Ordinances for the Village of Westmont. Additionally, interacts with the Westmont Police Department and other law enforcement agencies on liquor, tobacco and massage establishment issues and activities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Reviews and processes any/all liquor license inquiries and actual license applications. This includes conducting background investigations, questionnaires, fingerprints, site visits while ensuring all requirements for a liquor license are met before forwarding a recommendation report to the Liquor Commissioner.
- Regulates outside dining areas.
- Reviews and approves/denies applications for special event requests or temporary liquor licenses for special events when applicable.
- Reviews and approves/denies applications for live entertainment requests.
- Oversees the scheduling and implementation of liquor license compliance checks.
- Attends village ordinance and house court dates involving liquor license violations.
- Liaison with the Village Attorneys on liquor license, tobacco, and massage establishment issues and violations.
- Assists Liquor Commissioner in preparation and conducting hearings (including tobacco violations).
- Conducts site visits semi-annually to ensure proper signage and compliance with other liquor ordinance requirements.
- Maintains regular interaction with the Community Development and Village Clerk's offices.
- Liaison with the Westmont Chamber of Commerce. Is available to answer or address questions from local businesses. Attends Chamber events involving liquor licensed businesses.

- Acts as a liaison with various organizations involved in special events such as but not limited to Taste of Westmont, Red White and BBQ, Westmont Street Fair, Alefest etc.
- Remains current on issues and legislation concerning Video Gaming and act as a liaison between the village and representatives of the Illinois Gaming Board and Investigators. Address any Video Gaming issues.
- Remains current on issues and legislation concerning the sale and servicing of alcohol. Act as a liaison between the village and the Illinois Liquor Control Commission and Investigators.
- Takes appropriate action (pulls license) when Illinois Liquor licenses are suspended/revoked.
- Checks businesses for compliance with employee Beverage Alcohol Sells and Serves (BASSET) training. Conduct in house training of employees on liquor related issues when applicable.
- Fields inquiries for new or potential new businesses who may seek a liquor license and attends Economic Development Committee meetings where a proposed business interested in seeking a liquor license is presented.
- Completes and submits any Village Board Agenda items concerning potential board action involving a liquor license.
- Attends Village Board meetings to present applicants to the Village Board for their consideration on issuing a liquor license.
- Attend any committee meeting where a liquor issue or business is being discussed.
- Drafts, researches, and provides information for any new liquor license classifications or changes in liquor ordinances.
- Assists Village Clerk with annual license renewals.
- Maintain open lines of communication with the Liquor Commissioner (Mayor) and Village Manager on all issues or incidents involving a liquor licensed establishment.
- Process tobacco license applications
- Oversee and schedule the implementation of tobacco license compliance checks.
- Performs other duties as assigned by the Liquor Commissioner (Mayor) and/or Village Manager which are reasonably within the scope of the duties enumerated above.

ANCILLARY DUTIES PERFORMED AS NEEDED

- Work with Detectives of the Westmont Police Department in conducting interviews of village employee applicants and potential police applicants as part of the background phase for employment. Interviews would consist mainly of employers, friends, family and listed references.

- May meet with and review applicants for a massage establishment license and provide a recommendation to the Village Manager and Village Board on the issuance of a massage establishment license.

REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

- Requires knowledge, skill and mental development equivalent to the completion of four years of high school.
- Requires completion of the Beverage Alcohol Sellers and Servers Training classes. Completion of an instructor's course is preferred.

Experience

- Requires possession of a valid Illinois Driver's License in the appropriate classification required by law.
- Requires knowledge and a minimum of 1 year experience in conducting background investigations.
- Requires thorough knowledge of Chapter 10 (Liquor) of the Westmont Code of Ordinances.
- Requires thorough knowledge of laws and regulations enforced by the Illinois Liquor Control Commission.
- Requires thorough knowledge of the laws and regulations enforced by the Illinois Gaming Board, in particular Video Gaming.
- Requires thorough knowledge of investigative practices and procedures.
- Requires a high level of people skills including patience, understanding, and compassion when dealing with members of the general public and elected officials.
- Requires sufficient personal computer knowledge and skill to use common and specialized software currently in use by village personnel.
- Requires the ability to communicate effectively both verbally and in writing
- Requires ability to establish and maintain effective working relationships with municipal employees, officials, allied law enforcement agencies and the general public.
- Requires the ability to keep information confidential when applicable.

PHYSICAL DEMANDS

The physical demand described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disability to perform the essential functions.

- Requires visual ability sufficient to effectively operate office equipment including copier, computer, etc. and visual ability to read and write reports, correspondence, and instructions.
- Requires speaking ability sufficient to communicate effectively with other individuals both in person and over a phone.
- Requires the visual ability to read and write reports, correspondence, and instructions.
- Required hearing ability sufficient to hold conversations with other individuals both in person and over a telephone and ability to hear recording on phone answering devices.
- Requires ability to drive vehicle to attend various meetings, travel to businesses, and to other village and governmental facilities.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the work environment is usually quiet but can sometimes be somewhat hectic.
- Employee occasionally works in outside weather conditions and hazardous situations that can be a threat to life and safety.

SAFETY RESPONSIBILITIES

Each Department employee shall be fully responsible for implementing the following provisions of this program at it pertains to operations. The responsibilities listed below are minimums and are in no way meant to limit individual initiative to implement more comprehensive procedures.

1. Promptly report to your supervisor all accidents and injuries occurring within the course of their employment. If the hazard is not abated notify your Department Head.
2. Cooperate with and assist in investigation of accidents to identify correctable cause and to prevent their recurrence.
3. Good housekeeping must be practiced at all times in the work area.

4. Avoid engaging in any horseplay and refrain from distracting others. Horseplay, scuffling, and other acts which tend to have an adverse affect on safety or the well-being of other employees are prohibited.
5. Obey all safety rules and follow published work instructions.
6. Wear required personal protection equipment (PPE) when working in hazardous operation areas (hard hats, respirators, eye protection), in accordance with the current PPE Chart and Job Safety Analysis (JSA) Sheets. Please refer to your departments PPE Policy and Chart.
7. Obey all safety rules and follow work instructions. If any doubt exists about the safety of doing a job, stop and get instructions from your supervisor before continuing.
8. Do not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received specific instructions.
9. Be alert to see that all guards and other protective devices are in their proper places and adjusted correctly. Each employee will report deficiencies promptly to a supervisor.
10. Arrive at work suitably attired for the job to be performed.
11. Communicate the need for safety devices, physical improvements, training and refresher courses.

ORDINANCE NO. 16-_____
**AN ORDINANCE AUTHORIZING THE HIRING OF A PART-TIME
EMPLOYEE TO SERVE AS THE DEPUTY LIQUOR COMMISSIONER**

WHEREAS, the Village of Westmont is a municipal corporation duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the Illinois Liquor Control Act of 1934, 235 ILCS 5/4-2, authorizes the Mayor, as the Local Liquor Commissioner, to appoint one or more deputy liquor commissioners; and

WHEREAS, the Illinois Liquor Control Act of 1934, 235 ILCS 5/4-3, provides that the Mayor and Village Board of Trustees “are authorized to fix and pay compensation to such deputies, assistants, or employees as may be deemed necessary for the proper performance of the duties vested in him”; and

WHEREAS, the Westmont Code of Ordinances, Chapter 10, Section 10-2(b)(6) authorizes the Mayor as Local Liquor Commissioner to appoint a deputy liquor commissioner; and

WHEREAS, the Mayor as the Local Liquor Commissioner has traditionally appointed one of the Deputy Police Chiefs to serve as the Deputy Liquor Commissioner, however, due to the amount of time required to perform Deputy Liquor Commissioner tasks, the Local Liquor Commissioner and Village staff have determined that it is no longer feasible for a Deputy Police Chief to adequately perform his duties as Deputy Police Chief as well as those duties of the Deputy Liquor Commissioner;

WHEREAS, as a result, the Village Board of Trustees desires to authorize the hiring of a qualified part-time employee to serve as the Deputy Liquor Commissioner; and

WHEREAS, the individual hired for this part-time position shall work less than 1,000 hours per year, shall not be eligible to participate in the Illinois Municipal Retirement Fund (“IMRF”), and shall be paid such compensation as may be set from time to time by the Village Board of Trustees; and

WHEREAS, the Village Board of Trustees determines that the hiring of this part-time employee to serve as the Deputy Liquor Commissioner is in the best interests of the Village and the public.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, as follows:

Section 1: The above-stated recitals are hereby restated and incorporated into this Section 1 as though fully set forth herein.

Section 2: The Village is authorized to hire a part-time employee to serve as the Deputy Liquor Commissioner. The initial compensation for this position shall be \$24.20 per hour, and said compensation may be adjusted annually by the Village Board of Trustees. Said part-time employee shall work less than 1,000 hours per year and shall not participate in IMRF.

Section 3: The Village's Human Resource Director is authorized and directed to advertise for this position and to conduct interviews of qualified candidates and to make recommendations to the Local Liquor Commissioner for this position, and the Local Liquor Commissioner shall have the final authority to select/hire a qualified individual for this position.

Section 4: The Deputy Liquor Commissioner shall perform the tasks identified in the job description for this position which has been prepared by the Village's Human Resource Director, as well as such other tasks assigned to him/her by the Local Liquor Commissioner.

Section 5: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 6: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 13th day of October, 2016.

Ayes: _____ Nays: _____ Absent: _____

APPROVED:

Ronald J. Gunter, Mayor

ATTEST:

Virginia Szynski, Village Clerk

DRAFT - FOR DISCUSSION PURPOSES ONLY

NEW ADDITION TO PERSONNEL CODE

ARTICLE III - EMPLOYMENT

Sec. 62-81. – Workplace Search Policy

All offices, desks, computers, telephones, files, lockers, equipment, vehicles, etc. are the property of the Village and are issued for the use of employees for business purposes only during their employment with the Village. An employee has no reasonable expectation of privacy when using Village-owned vehicles, property or equipment. In this connection, the Village of Westmont reserves the right to inspect or search an employee's office, desk, computer(s), emails, voice mail, files, locker, vehicle, etc. or any other area on the Village premises, or property brought onto Village premises by an employee and used for business purposes, to the extent permitted by law. Personal property which is not a fixture of the worksite (such as a purse, briefcase, or lunch box) may be searched upon permission of the employee or for cause as part of an investigation, generally with the cooperation of law enforcement personnel. An inspection or search will typically be conducted based upon a reasonable suspicion of employee misconduct or criminal activity or for work-related purposes. The Village may conduct an inspection or search at any time, with or without notice, at the discretion of the Village. Inspections or searches shall be conducted by Village supervisors and/or their designees. The Village reserves the right to seize all drugs, paraphernalia, weapons or other contraband found on the Village's premises and may turn over such evidence to the appropriate authorities. An employee who fails or refuses to comply with this policy may be subject to disciplinary action up to and including discharge. The acceptance of, or continued employment with the Village, constitutes consent to all of the provisions of this search policy.